



# STELLENBOSCH

STELLENBOSCH • PNIEL • FRANSCHHOEK

MUNICIPALITY • UMASIPALA • MUNISIPALITEIT

Ref no.3/4/1/5

2019-08-11

## NOTICE OF A SPECIAL MEETING OF THE COUNCIL OF STELLENBOSCH MUNICIPALITY WEDNESDAY, 2019-08-14 AT 10:00

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

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

Notice is hereby given in terms of Section 29, read with Section 18(2) of the *Local Government: Municipal Structures Act, 117 of 1998*, as amended, that a **SPECIAL MEETING** of the **COUNCIL** of **STELLENBOSCH MUNICIPALITY** will be held in the **COUNCIL CHAMBER, TOWN HOUSE, PLEIN STREET, STELLENBOSCH** on **WEDNESDAY, 2019-08-14** at **10:00**.

**SPEAKER**  
**WC PETERSEN**

**A G E N D A**  
**SPECIAL MEETING OF THE COUNCIL**  
**OF STELLENBOSCH MUNICIPALITY**

**2019-08-14**

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4.	<b>MATTERS SUBMITTED BY THE MUNICIPAL MANAGER</b>
4.1	<b>ROLL-OVER ADJUSTMENT BUDGET 2019/20</b>

**Collaborator No:**

**IDP KPA Ref No:**

**Meeting Date:**

**Good Governance and Compliance**

**Special Council: 14 August 2019**

**1. SUBJECT: ROLL-OVER ADJUSTMENT BUDGET 2019/20**

**2. PURPOSE**

To present the Roll-over Adjustments Budget for the 2019/2020 financial year to Council for approval.

**3. DELEGATED AUTHORITY**

FOR APPROVAL BY MUNICIPAL COUNCIL

EXECUTIVE SUMMARY

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

**4. RECOMMENDATIONS**

- (a) that the Adjustments Budget for 2019/2020 as set out in **APPENDIX 2**, be approved;
- (b) that the Adjustments Budget Tables as prescribed by the Budgeting and Reporting Regulations, as set out in APPENDIX 3, be approved; and
- (c) that the Service Delivery and Budget Implementation Plan be adjusted accordingly inclusive of the non-financial information (performance measurement).

**5. DISCUSSION / CONTENTS**

**5.1 Background/ Legislative Framework**

In terms of section 28 (2) (e) of the Municipal Finance Management Act:

“An adjustments budget may authorise the spending of funds that were unspent at the end of the past financial year where the under-spending could not reasonably have been foreseen at the time to include projected roll-overs when the annual budget for the current year was approved by the council”.

According to regulation 23 (5) of the Municipal Budget and Reporting Regulations:

“An adjustments budget referred to in section 28 (2) (e) of the Act may only be tabled after the end of the financial year to which the roll-overs relate, and must be approved by the municipal council by 25 August of the financial year following the financial year to which the roll-overs relate.”

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**5.2 Discussion**

This adjustments budget addresses the spending of funds that were unspent and committed at the end of the 2018/19 financial year where the under-spending could not reasonably have been foreseen at the time of concluding the annual budget of the current financial year.

**Capital Adjustments Budget**

Council approved a Capital Budget for the 2019/2020 financial year amounting to R558 276 528 in May 2019. This adjustments budget effectively changes the original budget by means of the inclusion of the roll-overs from the 2018/2019 financial year.

The criteria applied for roll over of capital projects included supporting evidence that must be provided for each project that the work has commenced, namely the following:

- Proof that the project tender was published and the period for tender submissions closed before 30 June 2019.
- Detailed reference numbers of the Supply Chain Management process followed needs to be provided.
- Evidence that all projects linked to an allocation will be fully utilised by 30 June 2020.

Details of the proposed adjustments are reflected in APPENDIX 2.

**Operating Revenue Adjustments Budget**

The approved Operating Revenue Budget for the 2018/2019 financial year amounted to R1 919 734 787 in May 2019. This adjustments budget effectively changes the original budget by means of the inclusion of the roll-overs from the 2018/2019 financial year resulting in an increase of R 1 953 031, which emanated from the Department of Environmental Affairs National resource management projects funding.

The purpose of the national resource management projects funding is to:

- Clear all major rivers and tributaries in the jurisdiction of the Stellenbosch Region from alien invasive, affecting our people's critical water supplies.
- Rehabilitation and maintenance of critical areas already cleared, to maintain the vital ecosystem functions in our region.
- To create sustainable jobs and SMME's.
- To provide expert training opportunities for our contractors and their various needs.
- To help with the prevention and removal of silt in the dams of towns and to maintain and extend water contour capture walls (Critical).

Details of the proposed adjustments are reflected in **APPENDIX 2**.



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**Operating Expenditure Adjustments Budget**

Council adopted an Operating Expenditure Budget for the 2018/2019 financial year amounting to R1 808 247 224 in May 2019. This adjustments budget changes the approved budget by means of the inclusion of the roll-overs from the 2018/2019 financial year resulting in an increase of R1 953 031 that relates to the National resource management project funding.

Details of the proposed adjustments are reflected in **APPENDIX 2**.

**5.3 Financial Implications**

Financial impact already discussed above.

**5.4 External Loan roll over from 2018/2019**

Council approved the debt agreement in terms of Section 46 (2) of the Municipal Finance Management Act (Act No 56 of 2003) on 14 June 2019.

The specific loan capital projects formed part of the information statement in terms of S46(3) and the loan funding can only be utilised for these identified projects.

The details of the proposed adjustments are reflected in **APPENDIX 2**.

**5.5 Legal Implications**

The item is compliant with the relevant legislative framework, in particular section 28 of the MFMA and regulation 23 of the Municipal Budget and Reporting Regulations.

**5.6 Staff Implications****5.7 Previous / Relevant Council Resolutions****5.8 Risk Implications**

None

**5.9 Comments from Senior Management****5.9.1 Director: Infrastructure Services**

Noted

**5.9.2 Director: Planning and Development Services**

Noted

**5.9.3 Director: Community and Protection Services**

Noted

**5.9.4 Director: Corporate Services**

Noted

AGENDA

SPECIAL MEETING OF THE COUNCIL  
OF STELLENBOSCH MUNICIPALITY

2019-08-14

**5.9.5 Chief Financial Officer**

Noted

**5.9.6 Municipal Manager**

Noted

**ANNEXURES (KINDLY NOTE THAT THE APPENDICES WILL BE DISTRIBUTED UNDER SEPARATE COVER IN DUE COURSE)**

Appendix 1: Executive summary

Appendix 2: Adjustments Budget

Appendix 3: Budgeting and Reporting Regulations: Schedule B

Appendix 4: Other supporting documents

Appendix 5: Quality certificate

**FOR FURTHER DETAILS CONTACT:**

<b>NAME</b>	MONIQUE STEYL
<b>POSITION</b>	<b><i>Acting Senior Manager: Financial Management Services</i></b>
<b>DIRECTORATE</b>	<b><i>FINANCIAL SERVICES</i></b>
<b>CONTACT NUMBERS</b>	<b><i>021 808 8512</i></b>
<b>E-MAIL ADDRESS</b>	<b><i>Monique.Steyl@ Stellenbosch.gov.za</i></b>
<b>REPORT DATE</b>	

4.2	<b>CONTRACTS HAVING FUTURE BUDGETARY IMPLICATIONS – MUNICIPAL VALUER</b>
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**File No:** 8/1  
**IDP KPA Ref No:** Good Governance and Compliance  
**Meeting Date:** Special Council: 14 August 2019

**1. SUBJECT: CONTRACTS HAVING FUTURE BUDGETARY IMPLICATIONS – MUNICIPAL VALUER**

**2. PURPOSE**

Council to approve in terms of Section 33(1) (c) MFMA, the contract to be entered into between the municipality and the municipal valuer for the compilation of the General Valuation Roll to be implemented on 1 July 2021.

**3. DELEGATED AUTHORITY**

Council to approve.

**4. EXECUTIVE SUMMARY**

A process as envisaged in Section 33, MFMA, is to be followed in order for the municipality to enter into a contract having budgetary implications beyond the three years covered in the current financial year's budget.

This process has been initiated and is to be concluded by the council considering this report and adopting the relevant resolution.

**5. RECOMMENDATIONS**

- (a) that Council takes note that the intention to enter into a contract with a municipal valuer that will have future budgetary implications was advertised in terms of Section 33, MFMA and that no comments were received;
- (b) that the views and recommendations of National Treasury, Provincial Treasury and the Department responsible for local government were solicited and that no reasons for opposing the contract were received;
- (c) that the Council notes that the municipality will derive a financial benefit from the contract in the form of cost savings;
- (d) that the contract attached as Appendix A be approved; and
- (e) that the Municipal Manager be authorised to sign the contract on behalf of the municipality.

**6. DISCUSSION / CONTENTS**

**6.1 Background**

The municipality seeks to appoint a service provider to compile a General Valuation Roll to implement on 1 July 2021. Work on this Valuation Roll is set to begin immediately upon appointment and signing of the contract. The validity of this Valuation Roll is four years and the service provider is also responsible for Supplementary Valuations during the four year period of 1 July 2021 to 30 June 2025. The contract is therefore from date of signature to 30 June 2025.

As such an appointment would have future budgetary implications beyond the three years covered in the annual budget for this financial year, a process as envisaged in Section 33 of the Municipal Finance Management Act (MFMA) has to be followed.

**6.2 Discussion**

In the past, three year contracts with municipal valuers have proven to be impractical.

A period of around two years is required to compile and finalise a new General Valuation Roll before implementation. This will be completed by 30 June 2021, with the new General Valuation Roll to be implemented on 1 July 2021. The General Valuation Roll will be valid for four years till 30 June 2025.

A valuer then still needs to consider and respond to appeals, objections and interim valuations till June 2025. It is impractical to appoint a different valuer than the one that has compiled the General Valuation Roll in the first place. Using the same valuer produces continuation and consistency and therefore lower pricing for the duration of the tender.

An appointment of a valuer that covers the six year period from the beginning of compilation of the General Valuation Roll, through to the end of the validity of that Roll and including all supplementary valuations will be beneficial to both the municipality as well as the rate payers of WC024.

To this end, Council was informed by means of Item 7.4.3 (Appendix D) at a meeting held on 28 March 2018 of the intention follow a process as described in Section 33, MFMA.

Tender BSM58/19 was advertised in order to appoint a Valuer to compile the General Valuation Roll of 2021. The BAC on 5 July 2019 awarded the bid to HCB Valuers subject to the condition that the process outlined in Section 33, MFMA be fully followed and concluded.

Section 33 of the MFMA outlines the process to be followed when a municipality wants to enter into a contract that will impose financial obligations on that municipality, beyond the three years covered in the budget of this financial year. These requirements are outlined in the Table below:

Reference	Requirement	Action taken
S33(1)(a)(i)	Municipal Manager must make public the draft contract and an information statement summarising the municipality's intentions and invite the public to submit comments. This must be done at least sixty days before the council meeting where the contract is to be approved.	An advertisement was placed in the press on 15 March 2019. No comment was received from any members of the public.
S33(1)(a)(ii)	The Municipal Manager must solicit the views and recommendations of the National Treasury and relevant provincial treasury as well as COGTA.	Responses received during correspondence with the respective Departments provided no reason to oppose the contract.

Section 33(1)(b)	The council must take into account projected financial obligations and the impact of those obligations on future tariffs and revenue. Any comments received and written views or recommendations received from the relevant Departments must also be taken into account.	Refer to paragraph 6.3 for an analysis of future financial implications. No comments were received from members of the community. Views of the relevant Departments are attached hereto for review.
S33(1)(c)	The council must adopt a resolution in which it determines that the municipality will derive a significant financial benefit from the contract, approves the entire contract exactly as it is to be executed and authorises the Municipal Manager to sign such contract on behalf of the municipality	Refer to the discussion in this report and the recommendations being made. The contract attached has been recommended by the Western Cape Government and will be used as is by the municipality.

### 6.3 Financial Implications

The tender was tentatively awarded at a cost of R3 954 130.00 for the full duration of 6 years. This is broken up into the individual financial years as follows:

Financial Year	Amount	Description
2019/2020/2021	R2 701 130	General Valuation Roll, Appeals and objections, electronic diagrams.(GV)
2021/2022	R425 000	Two Supplementary valuations, appeals and objections.(PV1, PV2)
2022/2023	R271 000	One Supplementary valuation, appeals and objections.(PV3)
2023/2024	R278 500	One Supplementary valuation, appeals and objections.(PV4)
2024/2025	R278 500	One Supplementary valuation, appeals and objections. (PV5)
<b>TOTAL</b>	<b>R3 954 130</b>	

It need be noted that the municipality will not be incurring any additional expenditure as a result of the longer period. A valuer would have to be appointed in any event for the entire process and using the same valuer will bring about cost savings as well as consistent valuations that will also benefit the rate payer in general.

It is difficult to quantify an amount, but savings will be generated by not having to undergo a second tender process with associated costs being generated by advertisements, briefing sessions, and meetings etcetera. The continuity and consistency achieved by making use of the same valuer for the full validity of the valuation role will benefit the rate payer, also bringing about cost savings in the form of fewer appeals, objections and potential legal matters.

### 6.4 Legal Implications

None.

**6.5 Staff Implications**

None.

**6.6 Previous / Relevant Council Resolutions**

None.

**6.7 Risk Implications**

None.

**6.8 Comments from Senior Management****6.8.1 Director: Corporate Services****6.8.1 Chief Financial Officer**

Compiled the Item.

**6.8.2 Municipal Manager****ANNEXURES**

Appendix A – Valuation Service Level Agreement

Appendix B – S33 Notification in Press

Appendix C – Communication with Government Departments

Appendix D – Extract from the Minutes of the 16<sup>th</sup> Council Meeting (28 March 2018)**FOR FURTHER DETAILS CONTACT:**

<b>NAME</b>	<b><i>A Treurnich</i></b>
<b>POSITION</b>	<b><i>Manager: Treasury</i></b>
<b>DIRECTORATE</b>	<b><i>Finance</i></b>
<b>CONTACT NUMBERS</b>	<b><i>021 808 8016</i></b>
<b>E-MAIL ADDRESS</b>	<b><i>Andre.treurnich@stellenbosch.org.za</i></b>
<b>REPORT DATE</b>	<b><i>15 July 2019</i></b>

# **APPENDIX A**



# Valuation Service Level Agreement

*Between the*

*Stellenbosch Municipality*

*and the*

*Service Provider's Name*



# Service Level Agreement

Entered into by and between

*Stellenbosch Municipality*

Herein after referred to as  
the *Municipality*

herein represented by

Geraldine Mettler  
in her capacity as Municipal Manager  
(duly authorised)

**and**

*the Municipal Service Provider's Name*

Reg. no.....

Herein after referred to as  
the *Service Provider*

herein represented by

Service Provider's Representative Name  
Service Provider's Representative Capacity  
(duly authorised)

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**PREAMBLE**

**WHEREAS** the Local Government: Municipal Property Rates Act (Act 6 of 2004) (*the Act*) regulates the power of municipalities to impose rates on properties, makes provision for municipalities to implement a transparent and fair system of exemptions, reductions and rebates through rating policies and By-Laws, to ensure fair and equitable valuation methods of properties and to provide for an objection and appeal process;

**AND WHEREAS** Section 81 of *the Act* confers the power to the MEC for local government in a province to monitor whether the municipalities in the province comply with the provisions of *the Act*;

**AND WHEREAS** municipalities of the Western Cape have realised that a formalised and legally binding agreement is essential to address the obscured disparity between the items of delivery required in tender documentation and the response offer submitted by the successful tenderer;

**AND WHEREAS** the Parties to this Service Level Agreement acknowledge the need and agree to the principle that a formal arrangement is required to ensure orderly and efficient regulation of the services that must be delivered according to the heretofore tender process;

**AND WHEREAS** this Service Level Agreement aims to highlight the specific services to be delivered, the related support, information and documentation required, the specific levels of service and support to be rendered and the agreed-upon cost payable;

**NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:**

1. DEFINITIONS

1.1 Definitions:

" *the Act*" refers to the Local Government: Municipal Property Rates Act (Act 6 of 2004) including all Amendments and corresponding Regulations.

" *the Municipality*" means the Municipality as named in the "Table of Role Players" supra.

" *the Service Provider*" means the Service Provider as named in the "Table of Role Players" supra.

" *the Parties*" means the *Municipality* and the *Service Provider*.

" *party*" means either one of *the Parties* as defined supra and is used in its appropriate context.

" *the/this Agreement*" means this Service Level Agreement, all annexures and amendments thereto.

" *the Assignment/Project*" means the totality of efforts exerted by the *Service Provider* in the execution of its obligations, duties and responsibilities under *this Agreement*.

" *the Tender*" means Tender ..... (insert number), which is the process whereby the *Municipality* invited potential valuers to submit proposals in response to the tender specification and the adjudication of such to appoint the successful *Service Provider*.

" *working days*" will exclude Saturdays, Sundays and public holidays and will be calculated exclusive of the last day.

1.2 In *this Agreement*, except where the context otherwise requires:

- (a) the masculine includes the feminine regarding gender sensitivity;
- (b) the singular includes the plural;

- (c) any reference to natural persons includes created entities (incorporated or unincorporated);
- (d) the head notes to the clauses of *this Agreement* are included for reference purposes only and shall not affect the interpretation of the provisions to which they relate;
- (e) words and phrases defined in any clause shall bear the meanings assigned thereto;
- (f) the annexures are deemed to be incorporated herein and form an integral part of *this Agreement*;
- (g) the various parts of *this Agreement* are severable and may be interpreted as such;
- (h) the expressions listed in one clause bear the meaning as assigned hereto and cognate expressions bear corresponding meanings;
- (i) If any provision in sub clause 1.1 above is a substantive provision conferring rights or imposing obligations on any *party*, effect shall be given to it as if it were a substantive clause in the body of *this Agreement*, notwithstanding that it is only contained in the said sub clause.

**2. APPOINTMENT and ACCEPTANCE**

- (a) The *Municipality* hereby appoints the *Service Provider* to execute the services specified in this Service Level Agreement and which are more fully set out in the Tender specifications. The *Service Provider* accepts such appointment subject to the terms and conditions set out herein.
- (b) Notwithstanding anything herein contained to the contrary, the Service Provider acts as an independent contractor and not as an agent or employee of the *Municipality* and has no authority to bind the *Municipality*.

### 3. DURATION OF AGREEMENT

- (a) Notwithstanding the date of signature hereof *this Agreement* shall be deemed to have commenced on \_\_**Start Date**\_\_ and shall, subject to the other provisions of *this Agreement*, proceed until \_\_**End Date**\_\_ when the General Valuation cycle ends.
- (b) The maintenance of the General Valuation roll and all Supplementary Valuation rolls as well as the supply of the other valuation related services in compliance with *the Act* shall be binding on the Service Provider for the financial years starting on 1 July \_\_**Start Year**\_\_ and ending on 30 June \_\_**End Year**\_\_
- (c) Subject to the terms of clauses 17 and 18 in *this Agreement* relating to breach and termination respectively, the term of *the Agreement* will be as stipulated in clause 3 (a) supra, unless extended in terms of clause 3 (d).
- (d) The duration of *this Agreement* may be extended as a result of *bona fide* negotiations between *the Parties*, subject to compliance with applicable supply chain prescripts pertaining to extensions. No extension of term shall be valid unless reduced to writing and signed by all *Parties*.
- (e) *The Parties* specifically agree that should the *Service Provider* fail to complete *the Services* within the period specified in 3 (a) supra and an extension is granted, the *Service Provider* shall complete *the Services* during such extended period at no extra costs to the *Municipality*.

### 4. DELIVERABLES AND MILESTONES

The main deliverable/s and/or key milestones are identified in Annexure 1 attached hereto.

The principal milestones, from which the key milestones are derived, are stated below in broad terms:

- (a) Attending to all valuation matters pertaining to the *Municipality*.

- (b) The creation of the General Valuation Roll as required by *the Act*.
- (c) The creation of all Supplementary Valuation Rolls within the General Valuation cycle implied by 4 (b) above and as required by *the Act*.
- (d) The handling of all Objections and Appeals as per *the Act*.
- (e) The provision of all printable documents such as the valuation rolls and notices to owners regarding the valuation of property.
- (f) The provision of documents in the required format for publishing on *the Municipality's* website.
- (g) The delivery of all information in printed as well as in a digital readable and usable form of all information and data accumulated and/or recorded during the General Valuation Roll and its Supplementary Valuation Rolls at the conclusion of *this Agreement* for whatever reason. This digital information must be in a readable format compatible with the IT hardware and software used by the *Municipality*.
- (h) The delivery of any other services as may be stated in the Tender specifications.

## 5. DUTIES AND OBLIGATIONS OF THE *SERVICE PROVIDER*

### 5.1 Achieving the Deliverables and Milestones

In order to achieve the deliverables and milestones as contained in clause 4 above, the *Service Provider* will deal with the study that will generate management decision making information on the following aspects:

- The *Service Provider* must ensure that the responsible level of care and responsibility be exercised when using items and data belonging to the *Municipality* in the performance of its duties and obligations as stipulated in *this Agreement*.

- The *Service Provider* must ensure that progress reports are made on a regular basis. Monitoring, reporting and evaluation reports are to be submitted timeously to the *Municipality*.
- The *Service Provider* must exercise the highest degree of skill, care and diligence that can be expected of its profession.
- The *Service Provider* must conduct additional valuation where anomalies and or discrepancies are picked up with the valuation role.

## 5.2 Roles of the Service Provider

- (a) The *Service Provider* will produce reports based on a milestone plan of the method of assessment;
- (b) The report on the whole exercise also containing the recommendations on the functional model and the Project implementation plan will be submitted before the **\_\_Submit Date\_\_**;
- (c) The *Service Provider* is required to possess its own tools such as Information Technology equipment;
- (d) All operational costs relating to the delivery of *the Services* will be borne by the *Service Provider*;
- (e) The *Service Provider* must deliver all such services and deliverables required for this project to be successful, including mandatory deliverables which are applicable upon termination of *this Agreement*, such as that which is described in clause 4 (g) supra..
- (f) The *Service Provider* will furnish the *Municipality* with an invoice once each stage or agreed upon milestone is completed, certifying that the milestone was reached and that the work was completed as agreed to.

## 6. RESPONSIBILITIES OF THE *MUNICIPALITY*



The *Municipality* has the role and responsibility of the following:

- (a) Contractual and financial management;
- (b) Designate an official to co-ordinate all activities relating to *the Services* to be provided by *the Service Provider*;
- (c) Ensure that relevant information and documents are made available to the *Service Provider* on a basis which is reasonable;
- (d) Participate in meetings of the various establishments related to the rendering of *the Services*, at Local District and Provincial levels;
- (e) The *Municipality* will ensure that the *Service Provider* is paid, for authorised and valid services rendered, within 30 days of the receipt and certification of any substantiated invoice from the *Service Provider*.
- (f) The *Municipality* will review the data provided by the *Service Provider* to detect any obvious anomalies and discrepancies.

## 7. BUDGET AND PAYMENT PROCEDURE

- (a) *The Service Provider* will be paid an amount of R \_\_**Tender Rand Value** (inclusive of VAT) for rendering of the services. This amount is based on \_\_**No of Properties**\_\_ properties in terms of the Tender specification and may be varied by agreement between the *Municipality* and the *Service Provider* if there are additional properties to be valued, exceeding this stated number of properties. A maximum amount of R \_\_**Budget Rand Value** (inclusive of VAT) is payable.
- (b) Payment shall be made in accordance with the Progress Payment Schedule which is identified in Annexure 2, attached hereto.

## 8. TERMS AND CONDITIONS

- (a) The time frames and number of days set out herein are estimates only and may be varied by agreement between the *Municipality* and the *Service Provider*.

- (b) Invoices shall be certified by the *Service Provider* that the amount claimed in the invoices is due and payable in terms of *this Agreement*, that the amount claimed does not cover the amounts already claimed and that the claim truly reflects the value and extent of the work performed.
- (c) Should the *Municipality* accept the invoices submitted by the *Service Provider*, the *Municipality* undertakes to certify for payment such invoices within ten (10) *working days* of the receipt thereof.
- (d) Should the invoices not be acceptable to the *Municipality*, the *Service Provider* will be informed thereof in writing together with reasons for the non-acceptance of such invoices, within fifteen (15) *working days* of receipt of the invoices.
- (e) Should the *Municipality* accept the invoices, payment shall be made to the *Service Provider* within thirty (30) days after payment certification.
- (f) Should the *Municipality* not be satisfied with the work done, the deliverables or any required documentation by the *Service Provider*, the *Municipality* will request the *Service Provider* to rectify or improve such at the *Service Provider's* expense.
- (g) Any and all extra expenses incurred by the *Service Provider* resulting from the *Service Provider* having to address and/or rectify queries arising from the claim submitted in respect of work done, the deliverables or any required documentation, shall be for the account of the *Service Provider*.
- (h) In assessing the quality of the work presented by the *Service Provider*, the *Municipality* may enlist the assistance of third person(s). The selection of such third persons shall be in the absolute discretion of the *Municipality* and the *Service Provider* shall abide by such selection.

## 9. OWNERSHIP AND PUBLICATION OF REPORTS

- (a) The *Municipality* will become the owner of the information, advice, recommendation and reports collected, furnished and/or compiled by the *Service Provider* during the course of, and for the purpose of executing *this*

*Agreement* all of which will be handed over to the *Municipality* on request, but in any event on the termination of *this Agreement* for whatever reason. The *Service Provider* relinquishes its retention of any other rights to which it may be entitled.

- (b) The copyright of all the documents, recommendations and reports compiled by the *Service Provider* during the course of and for the purpose of rendering the *Services* will vest in the *Municipality* and may not be reproduced or distributed or made available to any person outside the *Municipality's* service or to any institution in any way without the prior written consent of the *Municipality*.
- (c) In case of the *Service Provider* providing documents or material to the *Municipality*, the development of which has not been at the expense of the *Municipality*, copyright shall not vest in the *Municipality*, unless such items were provided to rectify errors or to replace deficient items submitted to the *Municipality*. The *Service Provider* shall be required to indicate in writing to which document and/or material this provision applies.
- (d) All information, documents, recommendations, and reports collected or compiled must be regarded as confidential and may not be communicated or made available to any person outside the *Municipality's* services and may not be published during the currency of *this Agreement* or after termination thereof without the prior written consent of the *Municipality*.

#### 10. INTELLECTUAL PROPERTY RIGHTS INDEMNITY

- (a) The *Service Provider* undertakes to obtain the necessary consent from the proprietors of their licenses should the *Service Provider* make use of the intellectual property of any other person.
- (b) The *Service Provider* further indemnifies the *Municipality* against any claim or action (including costs) caused by and/or arising from the failure to obtain such consent.
- (c) The *Service Provider* hereby indemnifies the *Municipality* against any action, claim, damage or legal expenses that may be instituted against the *Municipality*

on the ground of any alleged infringement of any copyright or other intellectual property right in connection with the work outlined in this Agreement.

**11. NO AGENCY OR PARTNERSHIP**

The relationship between *the Parties* shall not imply any partnership in the legal sense, nor shall it render either *party* the agent or authorized representative of the other *party*.

**12. ASSIGNMENT**

- (a) Neither *party* shall be entitled to assign *this Agreement*, all or any of its rights and obligations as per *this Agreement* without prior written consent of the other *party*.
- (b) Each *party* warrants that it is acting as a principal agent and not as an agent for an undisclosed principal.

**13. INDULGENCES**

No extension of time, latitude or other indulgence which may be given or allowed by either *party* to the other shall constitute a waiver or alteration of *this Agreement*, or affect such *party's* right, or prevent such *party* from strictly enforcing due compliance with each and every provision of *this Agreement*.

**14. EXERCISE OF REASONABLE SKILLS, CARE AND INDULGENCE**

- (a) The *Service Provider* guarantees that it will perform all its duties professionally and that all the work done by it will be of the highest standard that may be expected from a professional body in its position.
- (b) If, for any reason, the *Service Provider* finds itself incapable of completing the services as agreed in terms of *this Agreement*, it will notify the *Municipality* within five (5) *working days*, stating full reasons.
- (c) The *Service Provider* must ensure that a reasonable level of care and responsibility be exercised by all parties and individuals under its control when such parties or individuals are using property and/or data belonging to the

*Municipality* in the performance of this contract and in general in the performance of the *Service Provider's* duties and obligations as stipulated in *this Agreement*.

- (d) The *Service Provider* must maintain an efficient well-trained and qualified staff. Should the *Municipality* find any member of the *Service Provider* unable to perform the task to the satisfaction of the *Municipality*, the *Municipality* may, in writing and together with reasons therefore, request that he/she be replaced in order to meet the requirement of the contract. Such replacement will take place within thirty (30) *working days* of receipt of the *Municipality's* request.

## 15. FORCE MAJEURE

- (a) *Force majeure* shall be considered to be, if the performance of any obligation in terms of *this Agreement* is suspended or postponed by:
- (i) Strikes or lock-out or any combination thereof by employees or either of *the Parties*;
  - (ii) fire or accident on the premises of the *Municipality* not occasioned by negligence or intent on the part of either of *the Parties*;
  - (iii) war or civil commission;
  - (iv) any cause, except as may be otherwise provided for in *this Agreement* beyond the reasonable control of either of *the Parties*; and
  - (v) any act of God/nature.
- (b) Should the completion of any obligation be delayed as a result of *force majeure*, the *party* who is unable to perform its obligation shall, within twenty (20) *working days* of occurrence of such *force majeure*, give notice thereof in writing to the other *party* and request an extension of time in which to comply with its obligation. On receipt of such notice and supporting particulars of the request, the other *party* may, in writing grant an extension of time as may be justified.

- (c) No claim shall lie against *the party* who is unable to perform due to *force majeure*, provided that the notice referred to in 15 (b) above has been duly delivered and an extension of time granted.
- (d) In the event of the *Municipality* granting the *Service Provider* permission to defer performance as provided in 15 (b) supra, it is specifically recorded that the *Service Provider* shall not be entitled to payment thereof until the particular obligations have been discharged fully. Such permission will not result in a higher amount being paid for the services rendered.
- (e) In the event of *force majeure* continuing for a period of thirty (30) *working days*, either *party* shall be entitled to terminate *this Agreement* by written notice to the other *party* and without any *party* incurring any liability to the other *party*.

#### 16. SEQUESTRATION, LIQUIDATION AND JUDICIAL MANAGEMENT

Should the estate of the *Service Provider* be sequestered or liquidated or if it is placed under judicial management or administration order issued against it by any court, the *Municipality* may terminate the Agreement and appoint another valuer to substitute the *Service Provider*.

#### 17. BREACHES OF AGREEMENT

- (a) In the event of any breach by any of the *parties* of the terms and conditions of *this Agreement*, and in the event of such *party* remaining in default after twenty (20) *working days* written notice calling for rectification of the matter, the other *party* shall be entitled to:
  - (i) enforce strict compliance with the terms and condition of *this Agreement*;  
or
  - (ii) claim penalties calculated at a rate of 0.1 % (zero comma one percent) of the contract price (Tender Rand value) for every day the defaulting party remains in breach after the abovementioned notice period has expired; or

- (iii) cancel *this Agreement*.
- (iv) Should any of the *parties* dispute the existence of a breach entitling the other *party* to the abovementioned rights and remedies, the matter(s) in issue may be referred, at the request of either *party*, for determination by an arbitrator to be appointed in terms of clause 19 of *this Agreement*. Notwithstanding anything to the contrary contained in *this Agreement*, and by the reasons of the financial and social imperatives underlying *this Agreement*, the arbitrator shall be entitled to make an interim order to ensure that no material delays occur.
- (v) Should the timeframe for the performance of the work not be met due to external reasons, not attributable to either *party*, it will not be considered a breach of *this Agreement*.

## 18. TERMINATION OF AGREEMENT

- (a) The *Municipality* shall have the right to terminate *this Agreement* without prejudice to any of its other rights upon the occurrence of any of the following cases:
  - (i) On commencement of any action for dissolution and/or liquidation of the *Service Provider* or on receipt by it of a court order to be placed under judicial management as contemplated by clause 16 supra;
  - (ii) The *Service Provider* informs the *Municipality* that it intends to cease performing its obligations in terms of *this Agreement*;
  - (iii) The *Service Provider* informs the *Municipality* that it is incapable of completing the deliverables as described in Annexure 1.
  - (iv) If the *Service Provider* or any of its agents make themselves guilty of misconduct in terms of code of conduct of their profession or if the *Service Provider* acts dishonestly or contrary to the integrity which is required by its profession, provided that the relevant Professional Body responsible for

such Profession has made such a finding and all appeals and/or reviews against such finding have been finalized.

- (b) The *Municipality* furthermore has the right to postpone or terminate the whole or any part of *this Agreement* at any time, provided that in such an event a period of ten (10) *working days* written notice is given to the *Service Provider*.
- (c) The *Service Provider* shall receive remuneration for work completed to the satisfaction of the *Municipality* up to date of any postponement or termination of *the Agreement*.
- (d) Termination of *this Agreement* will relieve the *Municipality* and the *Service Provider* of their respective obligations in terms of *this Agreement*. Notwithstanding this, the handover of information and/or data as paid for by the *Municipality* at that point in time shall, upon the ending on *this Agreement* for whatever reason, remain a mandatory deliverable.
- (e) The *Service Provider* shall not be entitled to advance a right of retention or any similar right, if *this Agreement* is terminated.

## 19. DISPUTE RESOLUTION

- (a) Should a dispute between the parties not be resolved through negotiations within five (5) *working days*, the dispute may be referred to arbitration or litigation by any of the *parties*.
- (b) Notwithstanding anything to the contrary contained in this clause, it is agreed that irrespective of the fact that the dispute is referred to arbitration or litigation in court, the *Service Provider* will proceed rendering *the Services* with diligence unless *the Municipality* instructs otherwise in writing.
- (c) If a dispute is referred to arbitration, the arbitrator shall be nominated by both parties through agreement and if this fails, the arbitrator shall be nominated in terms of laws that govern arbitration in South Africa. The party instituting these proceedings shall appoint the arbitrator.



## 20. GENERAL

- (a) This is the entire *Agreement* between *the Parties* and may only be amended in writing and duly signed by both *Parties*.
- (b) *This Agreement* shall be governed by, construed and interpreted according to the laws of the Republic of South Africa.
- (c) *The parties* agree that the High Court of the Province within which the *Municipality* is located, shall have jurisdiction in respect of any matter arising from *this Agreement*, subject to the provisions of clause 19 supra relating to dispute resolutions.

## 21. DOMICILIUM CITANDI ET EXECUTANDI

*The parties* choose the following addresses for the service of correspondence for purpose of *this Agreement*:

**The domicile of the Municipality:**

The Municipal Manager  
 Western Cape Municipality  
 Address Line 1  
 Address Line 2  
 Address Line 3  
 9999

**The domicile of the Service Provider:**

Municipal Service Provider's Representative  
 Service Provider's Company Name  
 Address Line 1  
 Address Line 2  
 Address Line 3  
 9999

Either *party* shall be entitled, on fourteen (14) *working days* notice to the other, to change its *domicilium* to another physical address.

THIS DONE AND SIGNED AT \_\_\_\_\_ ON THIS \_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_

FOR THE *SERVICE PROVIDER*

AS WITNESSES

\_\_\_\_\_

\_\_\_\_\_

????????????????

Date \_\_\_\_\_

\_\_\_\_\_

THIS DONE AND SIGNED AT \_\_\_\_\_ ON THIS \_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_

FOR THE *MUNICIPALITY*

AS WITNESSES

\_\_\_\_\_

\_\_\_\_\_

Municipal Manager

Date \_\_\_\_\_

\_\_\_\_\_

**ANNEXURE 1: Deliverables and Milestones**

The main deliverable/s and key milestones (Refer to Clause 5 above) are as follows:

<b>Deliverable / Milestone</b>	<b>Responsible Party(ies)</b>	<b>Time Frame (Date or Date Range)</b>
<i>Items below are shown only as guidelines</i>		
Project Initiation	<i>The Municipality, Service Provider</i>	
Documentation		
Policy Document	<i>The Municipality</i>	
Public Participation	<i>The Municipality</i>	
Market Survey	<i>The Service Provider</i>	
Data Collection	<i>The Service Provider</i>	
Data Capturing	<i>The Service Provider</i>	
Draft General Valuation Roll	<i>The Service Provider</i>	
Valuation Quality Assurance	<i>The Municipality</i>	
Certification of Valuation Roll	<i>The Service Provider</i>	
GV Valuation Notices		
GV Objection Phase		
GV Appeal Phase		
Final GV Submission	<i>The Service Provider</i>	
Publish on the Website	<i>The Municipality</i>	
Draft Supplementary Valuation Roll	<i>The Service Provider</i>	
Valuation Quality Assurance	<i>The Municipality</i>	
Certification of Valuation Roll	<i>The Service Provider</i>	
SV Valuation Notices		
SV Objection Phase		
GV Appeal Phase		
Final SV Submission	<i>The Service Provider</i>	
Publish on the Website	<i>The Municipality</i>	

**ANNEXURE 2: Progress Payment**

The Progress Payment Schedule (Refer to clause 8 (c) above) is as follows:

<b>Progress Payment</b>	<b>Percentage (%)</b>	<b>Deliverable</b>	<b>Time Frame</b>	<b>Amount</b>
		<i>Items below are shown only as guidelines</i>		
Stage 1		Documentation		
Stage 2		Data Collection and Capturing		
Stage ?		Submit Final Certified Reports to Municipal Manager (i.e. Certified Municipal Valuation Roll compatible (in data format) to the Billing, Financial and Management System		

# **APPENDIX B**



# STELLENBOSCH

STADT IN NEDERLANDSE EN FRANSE TALE

STADSREGERING • STADSRAAD • NUTSGEMEINSKAP

## INFORMATION STATEMENT IN TERMS OF SECTION 33(1)(a)(i)(aa) & (bb) OF THE LOCAL GOVERNMENT: MUNICIPAL FINANCE MANAGEMENT ACT 56 OF 2003 RELATING TO THE 6 YEAR CONTRACT THAT THE STELLENBOSCH MUNICIPALITY INTENDS ENTERING INTO FOR THE PROVISION OF PROPERTY VALUATION SERVICES IN TERMS OF THE MUNICIPAL PROPERTY RATES ACT 6 OF 2004

In terms of section 33(1)(a)(i)(aa) and (bb) of the Local Government: Municipal Finance Management Act 56 of 2003, read with section 21A of the Local Government: Municipal Systems Act 32 of 2000, the Stellenbosch Municipality hereby publishes the following Information Statement summarizing the municipality's obligations with the accompanying draft contract that relates to the provision of property valuation services for the purpose of levying Property Rates.

### INFORMATION STATEMENT

#### 1. PURPOSE

Municipalities are mandated to raise revenue by the Local Government: Property Rates Act, No.6 of 2004. The act requires that a new general valuation roll be compiled every 4 years. The current general valuation roll will be expiring on 30 June 2021, therefore the Stellenbosch Municipality intends entering into a 6 year contract with experienced and suitably qualified valuers for the compilation and maintenance of the valuation roll and supplementary valuation rolls as well as the supply of other valuation related services in compliance with the LOCAL Government: Municipal Property Rates Act, 2004 MPRA (Act 6 of 2004) for the Financial years 1 July 2021 to 30 June 2025. The new general valuation roll must be compiled for implementation on 01 July 2021. Valuation rolls are compiled and certified by professional valuers only, hence the procuring of valuation services. Furthermore, the act prescribes certain legislative requirements to be complied with to ensure implementation of a legitimate valuation roll and supplementary valuation rolls that complies with all legislative processes.

#### 2. TERM OF THE CONTRACT

The Contract will be for a period of (6) years from 1 July 2019 to 30 June 2025 in order to complete the General Valuation Roll and Supplementary Valuation Rolls

#### 3. OBLIGATIONS

The Stellenbosch Municipal Council shall take a resolution on the new date of valuation and new date of implementation of the General Valuation Roll. The Service provider will compile a General Valuation Roll and Supplementary Valuation Rolls which will comply fully to the Municipal Property Rates Act 6 of 2004 throughout the contract period.

The Service provider and the Stellenbosch Municipality will keep the community informed of all processes during all phases of the General Valuation and Supplementary Valuations. Stellenbosch Municipality shall be entitled to cancel the contract and appoint a substitute Service Provider should it be apparent that the service provider is in default of complying to the MPRA and deadlines of any stage of the project after the service provider has been advised in writing by the municipality. In such event, the Service Provider will supply the Stellenbosch Municipality with all data collected in his possession and the municipality reserves the right to offset any payment due to the Service Provider against the cost of appointing another person to fulfil the requirements of this agreement. If the cause of delay is due to the municipality not supplying the Service Provider with agreed data, or other delays caused by the municipality themselves, then in such event, the municipality shall not be entitled to enforce this clause.

The Stellenbosch Municipality shall pay for services rendered after receipt of invoices in accordance with the relevant payment terms and progress stages as per the Tender/Service Level Agreement.

For any further enquiries regarding the contract, please contact Mr JP Wegener on 021 808 8531

MUNICIPAL MANAGER

CAPE ARGUS  
+ BARGER  
OF 15/3/19

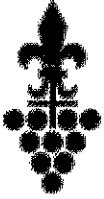
# APPENDIX C

**Andre Treurnich**

---

**From:** Andre Treurnich  
**Sent:** 27 June 2019 02:10 PM  
**To:** Bentley Louw  
**Subject:** FW: Stem jy saam of moet ons gela opinion kry?: Urgent request for support re. Stellenbosch Procurement of Valuer

Comms tussen STB en WC



*Kind regards/Vriendelike groete*

**André Treurnich**

Manager Treasury Office

**Finance Directorate**

---

T: +27 21 808 8016 | Fax: 021 886 6757

Email: [andre.treurnich@stellenbosch.gov.za](mailto:andre.treurnich@stellenbosch.gov.za)

P. O. Box 17, Stellenbosch, 7599

Ground Floor, Civic Centre, Plein Street,

Stellenbosch, 7600

[www.stellenbosch.gov.za](http://www.stellenbosch.gov.za)



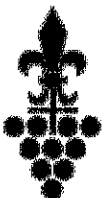
[www.facebook.com/stellenboschmunicipality](https://www.facebook.com/stellenboschmunicipality)

[twitter.com/StellMun](https://twitter.com/StellMun)

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

---

**From:** Pieter Wagener  
**Sent:** 27 June 2019 01:56 PM  
**To:** Andre Treurnich  
**Subject:** FW: Stem jy saam of moet ons gela opinion kry?: Urgent request for support re. Stellenbosch Procurement of Valuer



*Kind regards, Vriendelike Groete*

**Pieter Wagener**

Manager Revenue : Bestuurder

Inkomste

**Financial Services : Finansiële Dienste**

---

T: +27 21 808 8531 |

Plein Street, Stellenbosch, 7600

[www.stellenbosch.gov.za](http://www.stellenbosch.gov.za)





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**From:** Desiree Nolan [mailto:Desiree.Nolan@westerncape.gov.za]  
**Sent:** 26 February 2019 09:17 AM  
**To:** Pieter Wagener  
**Subject:** [EX] RE: Stem jy saam of moet ons gela opinion kry?: Urgent request for support re. Stellenbosch Procurement of Valuer

Hi, Morning Pieter

Soos kommunikeer ek sien nie hoekom nie, as die "SLA" duidelik is dat the waardeerder aangestel is om die aanvullende waardasie te doen, voel ek dit kan gedoen word.  
 Die wet se dan mooi, may do so, not must or must not.

That's my opinie.  
 Ons het dit vir Provinsiale Tesourie aangestuur so ons wag nog antwood.

Groete  
 Des

**From:** Pieter Wagener [mailto:Pieter.Wagener@stellenbosch.gov.za]  
**Sent:** 25 February 2019 03:59 PM  
**To:** Desiree Nolan <Desiree.Nolan@westerncape.gov.za>  
**Subject:** RE: Stem jy saam of moet ons gela opinion kry?: Urgent request for support re. Stellenbosch Procurement of Valuer  
**Importance:** High

Desiree

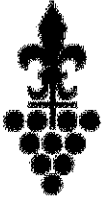
Please advise whether all the different Government spheres support our processes to follow all processes as prescribed by Section 33 of the MFMA

Section 33 of the Municipal Finance Management Act, of 2003 (Act 56 of 2003), states:

"A municipality may enter into a contract which will impose financial obligations on the municipality beyond a financial year, but if the contract will impose financial obligations on the municipality beyond three (3) years covered in the annual budget for that financial year, it MAY do so, ONLY if

- a) The municipal manger, at least 60 days before the meeting of the municipal council at which the contract is to be approved
- b) ii) has solicited the views and recommendation of
  - aa) The national treasury and the relevant provincial treasury; and
  - bb) the national department responsible for local government.

Your urgent feedback will be appreciated.



*Kind regards, Vriendelike Groete*

**Pieter Wagener**

Head Income : Hoof Inkomste

**Financial Services : Finansiële Dienste**

T: +27 21 808 8531 |

Plein Street, Stellenbosch, 7600

[www.stellenbosch.gov.za](http://www.stellenbosch.gov.za)



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**STELLENBOSCH**  
STELLENBOSCH • PLEIN • FRANSCHHOOF  
MUNICIPALITY • W. CAPE PROVINCE • MUNICIPALITY



#### **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](http://www.stellenbosch.gov.za)



#### **Disclaimer:**

The information contained in this communication from [pieter.wagener@stellenbosch.gov.za](mailto:pieter.wagener@stellenbosch.gov.za) sent at 2019-02-25 15:59:04 is confidential and may be legally privileged. It is intended solely for use by [desiree.nolan@westerncape.gov.za](mailto:desiree.nolan@westerncape.gov.za) and others authorized to receive it. If you are not [desiree.nolan@westerncape.gov.za](mailto:desiree.nolan@westerncape.gov.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 [Afrovation](#)

**From:** Pieter Wagener

**Sent:** 07 February 2019 10:42 AM

**To:** 'Desiree Nolan'

**Subject:** RE: Stem jy saam of moet ons gela opinion kry?: Urgent request for support re. Stellenbosch Procurement of Valuer

**Importance:** High

Desiree,

We will follow the procedures as prescribed by the MPRA/MFMA. PT and NT and the government spheres must just give their approval that they do not have a problem that we extend our contracts for appointment of valuers beyond a three year period and as in our case, a period of six years. The reason as explained : Cost effectiveness, continuity and good practice.



*Kind regards, Vriendelike Groete*

**Pieter Wagener**

Head Income : Hoof Inkomste

**Financial Services : Finansiële Dienste**

T: +27 21 808 8531 |

Plein Street, Stellenbosch, 7600

[www.stellenbosch.gov.za](http://www.stellenbosch.gov.za)



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**From:** Desiree Nolan [<mailto:Desiree.Nolan@westerncape.gov.za>]  
**Sent:** 07 February 2019 10:19 AM  
**To:** Pieter Wagener  
**Subject:** [EX] FW: Stem jy saam of moet ons gela opinion kry?: Urgent request for support re. Stellenbosch Procurement of Valuer

fyi

**From:** Desiree Nolan  
**Sent:** 07 February 2019 10:19 AM  
**To:** Sandra Greyling <[Sandra.Greyling@westerncape.gov.za](mailto:Sandra.Greyling@westerncape.gov.za)>  
**Subject:** RE: Stem jy saam of moet ons gela opinion kry?: Urgent request for support re. Stellenbosch Procurement of Valuer

Hi, Sandra,

The email received is vague with advise requested. How do I advise the Municipality who is requesting confirmation from PT whether they can continue appointing the service provider for the preparation of General Valuation Roll and to include the supplementary roll, which is longer than a 3 year process. And if it is longer confirmation to proceed is needed from PT

According to the email of Mr Pillay, does it mean that the Municipality may proceed?

thanks  
Des

**From:** Sandra Greyling  
**Sent:** 06 February 2019 01:24 PM  
**To:** Desiree Nolan <[Desiree.Nolan@westerncape.gov.za](mailto:Desiree.Nolan@westerncape.gov.za)>  
**Subject:** Stem jy saam of moet ons gela opinion kry?: Urgent request for support re. Stellenbosch Procurement of Valuer

**From:** TV Pillay [<mailto:TV.Pillay@treasury.gov.za>]  
**Sent:** Wednesday, February 6, 2019 12:13 PM  
**To:** Mizilikazi Manyike <[Mizilikazi@cogta.gov.za](mailto:Mizilikazi@cogta.gov.za)>; Wayne McComans <[Wayne.McComans@treasury.gov.za](mailto:Wayne.McComans@treasury.gov.za)>; Sandra Greyling <[Sandra.Greyling@westerncape.gov.za](mailto:Sandra.Greyling@westerncape.gov.za)>; Desiree Nolan <[Desiree.Nolan@westerncape.gov.za](mailto:Desiree.Nolan@westerncape.gov.za)>; Wagener@stellenbosch.gov.za; [Wagener@stellenbosch.gov.za](mailto:Wagener@stellenbosch.gov.za); [Kevin.Carolus@stellenbosch.gov.za](mailto:Kevin.Carolus@stellenbosch.gov.za)  
**Cc:** Yunus Kader <[YunusK@cogta.gov.za](mailto:YunusK@cogta.gov.za)>; Veronica Mafoko <[Vmafoko@cogta.gov.za](mailto:Vmafoko@cogta.gov.za)>; Tenda Maphaha <[TendaM@cogta.gov.za](mailto:TendaM@cogta.gov.za)>; Nonkululeko Sefatsa <[NonkululekoG@cogta.gov.za](mailto:NonkululekoG@cogta.gov.za)>  
**Subject:** RE: Urgent request for support re. Stellenbosch Procurement of Valuer

NT

Hi Mzi,

All the best to you and your team as well.

Thanks for bringing this to our attention. This is not a new matter.

The municipalities are required to follow the MFMA and its prescripts on SCM matters. This includes demand management and processes to address its needs. The municipalities has to also improve its planning, monitoring and execution of such projects as well as anticipate challenges and mitigate them, as noted below.

The reasons provided will be reviewed, however, from a principle perspective, we cannot be seen to be applying the Constitutional provisions on procurement in a manner than impacts on any of the key criteria set in the SCM framework.

Kind regards  
TV

*COGTA*

**From:** Mizilikazi Manyike [mailto:Mizilikazi@cogta.gov.za]  
**Sent:** Tuesday, February 5, 2019 12:48 PM  
**To:** TV Pillay <TV.Pillay@treasury.gov.za>; Wayne McComans <Wayne.McComans@treasury.gov.za>; Sandra Greyling <Sandra.Greyling@westerncape.gov.za>; Desiree Nolan <Desiree.Nolan@westerncape.gov.za>; Wagener@stellenbosch.gov.za; Wagener@stellenbosch.gov.za; Kevin.Carolus@stellenbosch.gov.za  
**Cc:** Yunus Kader <YunusK@cogta.gov.za>; Veronica Mafoko <Vmafoko@cogta.gov.za>; Tenda Maphaha <TendaM@cogta.gov.za>; Nonkululeko Sefatsa <NonkululekoG@cogta.gov.za>  
**Subject:** RE: Urgent request for support re. Stellenbosch Procurement of Valuer

Dear TV,

Compliments of the new year. And wishing you well.

As the custodian of the MFMA, may you please respond to Stellenbosch and the Western Cape Department of Local Government's enquiry below (see the series of communication between the two parties). The matter they are raising is not new at all. It is the e same matter which was raised by some municipalities and KZN some three years ago in which they requested that the MFMA be amended to exempt municipalities form the ambit of section 33(1) with respect of municipal property valuation rolls given the provisions of section 32, 77 and 78 of the Municipal Property Rates Act..

For your ease of reference the relevant sections of the Municipal Property Rates Act having a bearing on the enquiry are reflected below:

***"32. Commencement and period of validity of valuation rolls***

*(1) A valuation roll-*

*(a) takes effect from the start of the financial year following completion of the public inspection period required by section 49; and*

*(b) remains valid for that financial year or for one or more subsequent financial years as the municipality may decide, but in total not for more than—*

*(i) four financial years in respect of a metropolitan municipality; and*

*(ii) five financial years in respect of a local municipality.*

*(2) The MEC for local government in a province may extend the period for which a valuation roll remains valid —*

*(a) in the case of—*

*(i) a metropolitan municipality, to six financial years; and*

*(ii) a local municipality, to seven financial years,*

*if the provincial executive has intervened in the municipality in terms of section 139 of the Constitution; or*

*(b) in the case of—*

*(i) a metropolitan municipality, to five financial years; and*

*(ii) a local municipality, to seven financial years,*

*on request by the municipality, in other exceptional circumstances which warrant such extension."*

***"UPDATING OF VALUATION ROLLS (ss 77-79)***

***77. General***

*A municipality must regularly, but at least once a year, update its valuation roll by causing-*

*(a) a supplementary valuation roll to be prepared, if section 78 applies; or*

*(b) the valuation roll to be amended, if section 79 applies.*

***78. Supplementary valuations***

*(1) A municipality must, whenever necessary, cause a supplementary valuation to be made in respect of any rateable property-*

*(a) incorrectly omitted from the valuation roll;*

- (b) included in a municipality after the last general valuation;*
- (c) subdivided or consolidated after the last general valuation;*
- (d) of which the market value has substantially increased or decreased for any reason after the last general valuation;*
- (e) substantially incorrectly valued during the last general valuation;*
- (f) that must be revalued for any other exceptional reason;*
- (g) of which the category has changed; or*
- (h) the value of which was incorrectly recorded in the valuation roll as a result of a clerical or typing error.”*

Kindly copy us your response for our records purposes.

Mizilikazi Manyike  
Municipal Property Rates Act Implementation Chief Directorate  
Tel: +27 12 334 4919  
Email: [mizilikazi@cogta.gov.za](mailto:mizilikazi@cogta.gov.za)  
Website: [www.cogta.gov.za/?page\\_id=951](http://www.cogta.gov.za/?page_id=951)



**cooperative governance**

Department:  
Cooperative Governance  
REPUBLIC OF SOUTH AFRICA

**From:** Sandra Greyling [<mailto:Sandra.Greyling@westerncape.gov.za>]  
**Sent:** Friday, February 1, 2019 1:39 PM  
**To:** Mizilikazi Manyike <[Mizilikazi@cogta.gov.za](mailto:Mizilikazi@cogta.gov.za)>  
**Cc:** Desiree Nolan <[Desiree.Nolan@westerncape.gov.za](mailto:Desiree.Nolan@westerncape.gov.za)>; Veronica Mafoko <[Vmafoko@cogta.gov.za](mailto:Vmafoko@cogta.gov.za)>  
**Subject:** Urgent request for support re. Stellenbosch Procurement of Valuer

Hello,

trust you are well and that your 2019 will be a good one

It would be appreciated if you could urgently provide clarity in terms of the enquiry (as per trail of emails below)

Kind regards

Dr Sandra Greyling  
 Director: Municipal Support and Capacity Building  
 Department of Local Government  
 Western Cape Government

8th Floor, 80 St Georges Mall, Waldorf Building, Cape Town, 8001

Tel: 021 483 4647

Cell: 083 492 9729

E-mail: [Sandra.greyling@westerncape.gov.za](mailto:Sandra.greyling@westerncape.gov.za)

Website: [www.westerncape.gov.za](http://www.westerncape.gov.za)



Be 100% Green. Read from the screen.

**From:** Desiree Nolan  
**Sent:** Friday, February 1, 2019 1:18 PM  
**To:** Sandra Greyling <[Sandra.Greyling@westerncape.gov.za](mailto:Sandra.Greyling@westerncape.gov.za)>  
**Subject:** FW: Procurement of Valuer - changes was made as recommended - thanks  
**Importance:** High

Good day, Sandra

As per our discussion pertaining to the email received from Stellenbosch Municipality, below. Service provider is appointed to execute the Valuation Roll of a municipality and in most if not all cases, it was always communicated and support by DLG to appoint the same service provider to execute the supplementary valuations too, due to financial challenges/cost containment, with the option of extension in terms of Section 32 of the Act.

However, it has now been communicated by Stellenbosch Municipality that during and assessment/s outcome in the past conducted, it was communicated that the latter approach deviated in terms of Section 33 of the Municipal Finance Management Act, of 2003 (Act 56 of 2003), which states:

“A municipality may enter into a contract which will impose financial obligations on the municipality beyond a financial year, but if the contract will impose financial obligations on the municipality beyond three (3) years covered in the annual budget for that financial year, it MAY do so, ONLY if

- a) The municipal manger, at least 60 days before the meeting of the municipal council at which the contract is to be approved
- b) ii) has solicited the views and recommendation of
  - aa) The national treasury and the relevant provincial treasury; and
  - bb) the national department responsible for local government.

In light of the above, the said municipality has communicated that they would prefer utilising the same service provider who has executed its Valuation Roll to do the supplementary valuation which will result in the process taken longer than 3 years as stipulated in Section 33 of the MFMA, and for this reason is requiring the approval, input and recommendation from National in order to process in this matter.

It will be highly appreciated if you could request National to assist in this regard in order to provide a suitable reply to Stellenbosch Municipality, as other municipalities are also envisaging appointing the same service provider to execute its General Roll and Supplementary Roll.

Many thanks

Ms DH Nolan  
Department of Local Government  
Western Cape Government

8th Floor, Waldorf Building, St Georges Mall, 8000

Tel: 021-483-6478  
Fax: 021-483-3337  
Email: [Desiree.Nolan@westerncape.gov.za](mailto:Desiree.Nolan@westerncape.gov.za)



**From:** Pieter Wagener [<mailto:Pieter.Wagener@stellenbosch.gov.za>]  
**Sent:** 31 January 2019 05:35 PM  
**To:** Desiree Nolan <[Desiree.Nolan@westerncape.gov.za](mailto:Desiree.Nolan@westerncape.gov.za)>  
**Cc:** Kevin Carolus <[Kevin.Carolus@stellenbosch.gov.za](mailto:Kevin.Carolus@stellenbosch.gov.za)>  
**Subject:** Procurement of Valuer  
**Importance:** High

PROVINCIAL  
TREASURY

Desiree

This office need your support for us to follow a Section 33 of the Municipal Finance Management Act process, to appoint a service provider to do our General Valuations and Supplementary Valuations for a period of 6 years and not three years.

The General Valuation Roll will be implemented from 01/07/2021 and will be valid till 30/06/2025.

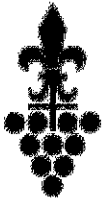
The new valuer will start from 01/07/2019 in order to submit a General Valuation Roll for implementation on 01/07/2021. The MFMA allow normally a three year contract, thus for the period till 30/06/2022. Thus all Supplementary Rolls from July 2021 till June 2022 will be finalised by the current valuer, although the new General Valuation Roll will be valid till 30/06/2025.

To ensure consistency during the total valid period of the new General Valuation Roll and as the new appointed valuer will have all information of the new General Valuation Roll and all Supplementary Rolls from 01/07/2021, this office request that the new valuer be appointed to do all valuations for the full valid period of the General Valuation Roll, which include all Supplementary Valuation Rolls till June 2025.

The appointment of a six year contract will also be cost effective to the municipality as no new additional processes for procurement for a new valuer will be necessary.

Your urgent response and assistance will be appreciated. (Please refer to Sections 33 (1))

For any enquiries, please feel free to contact me.



Kind regards, Vriendelike Groete

**Pieter Wagener**

Head Income : Hoof Inkomste

Financial Services : Finansiële Dienste

T: +27 21 808 8531 |

Plein Street, Stellenbosch, 7600

[www.stellenbosch.gov.za](http://www.stellenbosch.gov.za)



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**STELLENBOSCH**  
 THE STELLENBOSCH MUNICIPALITY  
 MUNISIPALITEIT STELLENBOSCH



#### 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](http://www.stellenbosch.gov.za)



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# **APPENDIX D**

7.4.3	<b>AMENDMENT TO THE CURRENT CONTRACT OF HCB PROPERTY VALUATIONS FOR THE RENDERING OF ALL INTERIM VALUATIONS TILL THE END OF THE GENERAL VALUATION CYCLE PERIOD ENDING 30 JUNE 2021</b>
-------	--

**Collaborator No:** 575589  
**File no** 6/1/4  
**IDP KPA Ref No:** Good Governance  
**Meeting Date:** 22 March 2018 and 28 March 2018

**1. SUBJECT: AMENDMENT TO THE CURRENT CONTRACT OF HCB PROPERTY VALUATIONS FOR THE RENDERING OF ALL INTERIM VALUATIONS TILL THE END OF THE GENERAL VALUATION CYCLE PERIOD ENDING 30 JUNE 2021**

**2. PURPOSE**

To obtain approval from Council to follow the process stipulated in Section 116(3) of the MFMA in order to amend the current contract of HCB Property Valuations till the end of the General Valuation Cycle period ending 30 June 2021, for the rendering of all interim valuations.

**3. DELEGATED AUTHORITY**

Municipal Council.

**4. EXECUTIVE SUMMARY**

This report aims to provide the necessary information and motivation on the proposed amendment of the current valuation contract as listed in paragraph 6, ending 30 JUNE 2018, in terms of the enabling provisions of section 116(3) of the Local Government: Municipal Finance Management Act, Act No. 56 of 2003 (MFMA), to enable Council to make an informed decision whether to consent to the amendment of the contracts.

The valuation contract was previously amended in 2016 through a Section 116 (3) process in order to accommodate the mSCOA implementation and the investigation in regard to an assessment on ERP solutions for the Municipality. The dynamic nature of valuations, as well as investments made in business systems warrant a continuous re-assessment of investments and system functionalities to ensure that value for money is achieved at all times. The long term impact of investments made in business systems and services warrants that the Stellenbosch Municipality continually re-assess its investment strategies to ensure on-going alignment with the deployment of business systems in line with mSCOA business processes. A final decision on whether the Municipality will replace the current financial system needs to be made first to enable the Municipality to determine the starting point for the assessment.

**16<sup>TH</sup> COUNCIL MEETING: 2018-03-28: ITEM 7.4.3**

The following replacement page was distributed during the meeting:

**No 4 Executive Summary to replace the Executive Summary above:**

This report aims to provide the necessary information and motivation on the proposed amendment of the current valuation contract as listed in paragraph 6, ending 30 JUNE 2018, in terms of the enabling provisions of section 116(3) of the Local Government: Municipal Finance Management Act, Act No. 56 of 2003 (MFMA), to enable Council to make an informed decision whether to consent to the amendment of the contracts.

HCB Property Valuations is the currently appointed Valuator of the municipality and was appointed under Tender B/SM 68/15, following a competitive bidding process.

This tender included the General Valuation of 2017 – 2021, as well as the Interim/Supplementary Valuations which are performed twice per year for the duration of the General Valuation.

The actual appointment was done initially for a period of three years, ending 30 June 2018.

As was done in the case with the previous Municipal Valuer, Henri Badenhorst Eiendomswaardeerders, it is recommended that the appointment of HCB Property Valuations be extended in terms of S116(3) of the MFMA in order for the Valuer to complete the interim/supplementary valuations for the duration of the validity of the current General Valuation Roll.

The tasks conducted by the contractor represent a natural continuation of previous work carried out by the contractor.

Given the proposed extension, the fees as included in the current Tender B/SM 68/15 (as already requested during the bid process) will remain unchanged for the interim valuations. This will result in a non-increase in tariffs for the proposed rendering of the applicable service to Stellenbosch Municipality. The Council will benefit as follows :

- Simplifying Budgetary process
- Non-interruption in the continuous process which will ensure quality and level of service currently being rendered as well as consistent valuation processes
- Mitigating Risks (Cost, Time, etc.)

The appointment will be in line with the period of validity of the General Valuation undertaken by municipalities, being 4 years for Stellenbosch Municipality, before implementing the next General Valuation Roll.

For the next Valuation Roll process the Municipality will follow a MFMA s33 process to appoint the service provider for longer than 3 years to administer the whole life cycle of a Valuation Roll to prevent the s116(3) appointment process to utilize one service provider for the whole life cycle of a Valuation Roll.

**No 6.2 Conclusion to be replaced as follows:**

Extending the current service provider's contract through the s116(3) process will be beneficial.

**RESOLVED** (majority vote)

that Council approves the extension of the current contract for HCB Property Valuations, to complete all supplementary valuations after 30 June 2018 till 30 June 2021, for the current General Valuation period, after duly following the process as stipulated in Section 116(3) of the MFMA.

*The following Councillors requested that their votes of dissent be minuted:*

*Cllrs GN-Bakubaku-Vos (Ms); FT Bangani-Menziwa (Ms); N Mananga-Gugushe (Ms); LM Maqeba; MD Oliphant; RS Nalumango (Ms); N Sinkinya (Ms) and P Sitshoti (Ms).*

4.3	<b>PARKING TARIFFS AMENDMENT</b>
-----	----------------------------------

**Collaborator No:**

**IDP KPA Ref No:**

**Meeting Date:**

**Good Governance and Compliance**

**Special Council: 14 August 2019**

**1. SUBJECT: PARKING TARIFFS AMENDMENT**

**2. PURPOSE**

To obtain Council's approval to amend the 2019/20 parking tariffs and to inform Council on status of Stellenbosch (CBD) parking management system.

**3. DELEGATED AUTHORITY**

Council.

**4. EXECUTIVE SUMMARY**

In order to effectively manage the parking demand within the Stellenbosch CBD, the Municipality previously proceeded with the implementation of a new parking management system.

The parking management system was implemented on 1 April 2019. The municipality had also recently implemented the 2019-2020 parking tariff increases. After assessing inputs from local residents (that the CBD has become inaccessible due to parking costs) and, taking into account the combined impacts of a new parking management system and the parking tariffs increases, a more detailed review of the parking tariffs was carried out.

A proposal is therefore tabled to reduce the parking tariffs, at all parking areas, to aid and promote accessibility within the CBD. The reduced parking tariffs will be in line with the previous financial year's (2018-2019) parking tariffs.

**5. RECOMMENDATION**

that Council approves the amendments to the parking tariffs, as shown in **APPENDIX 1**.

**6. DISCUSSION**

**6.1 Status of Parking Management System**

The parking management system had commenced on the 1 April 2019 however, additional time was required for the phasing in of the automated components. The additional time period allowed for the conclusion of agreements with affected parties, and the implementation of necessary infrastructure.

The Municipality and the appointed service provider is in process of installing the necessary infrastructure for the automated systems at on-street and at the off-street parking areas. The installation of booms at the Eikestad and Checkers parking areas has been identified as a priority, weather permitting, the automated system at these two parking areas will be operational by the end of August.

---

The municipality has received request to introduce a cash system, however our parking management system is based on a cashless system and to accommodate the public in this regard, the Municipality has undertaken to make the parking cards available. Therefore, in addition to our service provider's outlet at the corner of Crozier and Andringa Street, parking cards will soon be available and from our Municipal office situated in Ryneveld Street, further information in this regard will be published on our website.

## **6.2 Legal Implications**

Section 28 of the MFMA states the following, regarding tariff adjustments:

- (6) Municipal tax and tariffs may not be increased during a financial year except when required in terms of a financial recovery plan.

It is therefore allowed to reduce tariffs during the year.

Amendments to parking tariffs are possible in terms of the contract with the service provider, it is stipulated in the contract that our service provider is to implement council approved tariffs. Any claim or cost adjustment from the appointed service provider will be assessed in terms of the approved tender / contract documentation.

Where parking fees were paid in advance, and the fees paid are in-excess of the amended tariffs, the cost difference will be reimbursed by the Municipality.

## **6.3 Financial Implications**

The estimated parking fee revenue based on the proposed adjusted tariffs is R9 302 519.60, the estimate is still substantially more than the budgeted revenue of R4 051 131 for the year.

The financial impact of the parking revenue will be re-assessed during the mid-year performance assessment and the outcome of the assessment will be included in the Mid-year adjustments budget.

## **6.4 Staff Implications**

None

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

The 2019 / 2020 parking tariffs were approved at the May 2019 Council meeting.

## **6.6 Comments from Senior Management**

### **6.6.1 Director: Infrastructure Services**

Agree with the recommendations.

### **6.6.2 Director: Planning and Economic Development**

Agree with the recommendations.

**6.6.3 Director: Community and Protection Services**

Agree with the recommendations.

**6.6.4 Director: Strategic and Corporate Services**

Agree with the recommendations.

**6.6.6 Chief Financial Officer**

Compiled item.

**6.6.7 Municipal Manager**

Agree with the recommendations.

**ANNEXURES****APPENDIX 1 – Amendments to parking tariffs****FOR FURTHER DETAILS CONTACT:**

<b>NAME</b>	Kevin Carolus
<b>POSITION</b>	<b>CFO</b>
<b>DIRECTORATE</b>	<b>Finance</b>
<b>CONTACT NUMBERS</b>	<b>0218088528</b>
<b>E-MAIL ADDRESS</b>	<b>kevin.carolus@ Stellenbosch.gov.za</b>
<b>REPORT DATE</b>	<b>8 August 2019</b>



# **APPENDIX 1**

<b>STELLENBOSCH MUNICIPALITY</b>					
<b>PARKING TARIFFS FOR THE PERIOD 1 SEPTEMBER 2019 - 30 JUNE 2020</b>					
<b>DIREKTORAAT VERKEER DIENSTE</b>					
<b>DIRECTORATE : TRAFFIC SERVICES</b>					
<b>VERKEERSDIENSTE / TRAFFIC SERVICES</b>	<b>Tariff</b>	<b>Initial Tariff</b>	<b>Amended Tarriff</b>		
	<b>2018/19 Incl. Vat</b>	<b>2019/20 Incl. Vat</b>	<b>2019 /20 Excl. Vat</b>	<b>Vat</b>	<b>2019/20 Incl. Vat</b>
<b>Parking Areas Zone 1 (CBD):</b> <b>Tol (Eikestad) Parking area</b> <b>Stelmark Parking area 1 &amp; 2</b> <b>Midmar Parking area</b> <b>Operating hours:</b> <b>07:00 - 19:00 (Mon - Fri)</b> <b>07:00 - 14:00 (Sat)</b> <b>Sunday / Public Holiday - Free</b>					
0-30min	0.00	0.00	0.00	0.00	0.00
31- 59 min	10.00	12.00	8.70	1.30	10.00
1-2 hours	20.00	22.00	17.39	2.61	20.00
2-3 hours	25.00	28.00	21.74	3.26	25.00
3-4 hours	35.00	38.00	30.43	4.57	35.00
4-5 hours	45.00	48.00	39.13	5.87	45.00
5-6 hours	55.00	58.00	47.83	7.17	55.00
6-7 hours	65.00	68.00	56.52	8.48	65.00
7-8 hours	80.00	83.00	69.57	10.43	80.00
8-9 hours	85.00	87.00	73.91	11.09	85.00
9-12 hours	110.00	125.00	95.65	14.35	110.00
12-24 hours	150.00	180.00	130.43	19.57	150.00
Lost Ticket	150.00	180.00	130.43	19.57	150.00
Maandelikse permit / Month permit	1000.00	1200.00	869.57	130.43	1000.00

<b>Parking Areas Zone 2 (Adjacent to CBD):</b>					
<b>Checkers Parking area</b>					
<b>Stelkor</b>					
<b>Operating hours:</b>					
<b>07:00 - 19:00 (Mon - Fri)</b>					
<b>07:00 - 14:00 (Sat)</b>					
<b>Sunday/Public Holiday - Free</b>					
0-30min	0.00	0.00	0.00	0.00	0.00
31- 59 min	10.00	12.00	8.70	1.30	10.00
1-2 hours	20.00	22.00	17.39	2.61	20.00
2-3 hours	25.00	28.00	21.74	3.26	25.00
3-4 hours	35.00	38.00	30.43	4.57	35.00
4-5 hours	45.00	48.00	39.13	5.87	45.00
5-6 hours	55.00	58.00	47.83	7.17	55.00
6-7 hours	65.00	68.00	56.52	8.48	65.00
7-8 hours	80.00	83.00	69.57	10.43	80.00
8-9 hours	85.00	87.00	73.91	11.09	85.00
9-12 hours	110.00	125.00	95.65	14.35	110.00
12-24 hours	150.00	180.00	130.43	19.57	150.00
Lost Ticket	150.00	200.00	130.43	19.57	150.00
Maandelikse permit / Month permit	1000.00	1200.00	869.57	130.43	1000.00
<b>On Street Parking</b>					
<b>(Handheld Meter / Parking Meter) Per Hour</b>					
<b>Operating Hours:</b>					
<b>07:00 - 19:00 (Mon.- Fri.)</b>					
<b>07:00 - 14:00 (Sat.)</b>					
<b>Sunday/Public Holidays - Free</b>					
Kerk Street/Church Street	10.00	12.00	8.70	1.30	10.00
Plein Street	10.00	12.00	8.70	1.30	10.00
Blom Street	10.00	12.00	8.70	1.30	10.00
Bird Street (Braak)	10.00	12.00	8.70	1.30	10.00
Ryneveldt Street	10.00	12.00	8.70	1.30	10.00
Andringa	10.00	12.00	8.70	1.30	10.00
Bird	10.00	12.00	8.70	1.30	10.00
Alexander Dienspad	10.00	12.00	8.70	1.30	10.00
Alexander Street	10.00	12.00	8.70	1.30	10.00
Meul (Dorp/Plein)	10.00	12.00	8.70	1.30	10.00
Dorp Street (West)	10.00	12.00	8.70	1.30	10.00
Crozier Street	10.00	12.00	8.70	1.30	10.00
Piet Retief	10.00	12.00	8.70	1.30	10.00
Banghoek (Andringa/Bird)	10.00	12.00	8.70	1.30	10.00

<b>Bloemhof Parking Area (Coupon system)</b>					
<b>Operating hours:</b>					
<b>07:00 - 19:00 (Mon.- Fri.)</b>					
<b>07:00 - 14:00 (Sat.)</b>					
<b>Sunday/Public Holidays - Free</b>					
Daaglikse permit / Day permit	45.00	55.00	39.13	5.87	45.00
Maandelikse permit / Month permit	530.00	600.00	460.87	69.13	530.00
<b>Wiel Vasklem / Wheel Clamping</b>					
Vrylatingsfooi / Release fee	200.00	250.00	173.91	26.09	200.00
Huur van parkeervakke per dag / Hiring of Parking Bays per day	220.00	275.00	191.30	28.70	220.00
Parking Disc - Medical Practitioners per year	210.00	260.00	182.61	27.39	210.00
Resident Parking Permit per year	220.00	275.00	191.30	28.70	220.00
Temporary Parking Permit per application	165.00	200.00	143.48	21.52	165.00
Work Zone Permit per application	220.00	275.00	191.30	28.70	220.00
Taxi rank permit (WCO24 area ) per jaar/year	385.00	400.00	334.78	50.22	385.00

4.4	<b>THE ALLOCATION OF VACANT MUNICIPAL AGRICULTURAL LAND TO THE SUCCESSFUL LAND APPLICANTS</b>
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Collaborator No:

IDP KPA Ref No:

Meeting Date:

Valley of Opportunities

Special Council: 14 August 2019

**1. SUBJECT: THE ALLOCATION OF VACANT MUNICIPAL AGRICULTURAL LAND TO THE SUCCESSFUL LAND APPLICANTS**

**2. PURPOSE**

To request Council to take note of the recommendations to allocate vacant municipal land to the successful applicants and to give consideration for the allocation of land to one candidate that fall sort of one criteria.

**3. DELEGATED AUTHORITY**

In terms of Section 14 of the Municipal Financial Management Act (MFMA), Regulation 34(1) of the of the Asset Transfer Regulation and the Systems of Delegations adopted by Council on 2015-06-01, the **Municipal Manager** has the powers to grant rights to use, control or manage a fixed capital asset up to an annual contract value not exceeding R 1 000 000.

**4. EXECUTIVE SUMMARY**

The item deals with the allocation of vacant municipal land to successful land applicants after Council resolved on 28-03-2018 to advertise 12 pieces of vacant municipal agricultural land for leasing purposes. A full report on the process of allocation and recommendations is attached as **APPENDIX A**.

**5. RECOMMENDATIONS**

- (a) that Council takes note of the process undertaken and the final recommended outcomes as listed below.

No	Portion	Size (ha)	Water (ha)	Highest scorer	Recommended
5	502 V	21.6	8	Hylton P Arendse	That Hylton P. Arendse be the preferred applicant for 502 V.
13	502 AP	7	2	Chris Jacobs	That Chris Jacobs be the preferred applicant for 502 AP and AM. The two pieces of land lay adjacent to each other and will make economic sense to farm as one unit
12	502 AM	8.56	3	Chris Jacobs	
4	502 AW	6	0	Bradley Cortereal	That Bradley Cortereal be the preferred applicant for 502 AW.
	502 AU	8.9		Re advertise for beekeeping	Portion 502AU is regarded as a nature conservation area by Cape Nature, the only farming purpose this land could be utilized for is beekeeping as the property is overgrown by fynbos.
	502 M	5.1	3	Re advertise 502 M & 502 W as one unit	The portion is located next to 502W, and should be utilised as a water resource for 502M as it is a wetland area, which will not be suitable for farming on its own.
	502 W	9	3		
5	502 BFN	15.5	6	Elsenburg Khoisan Farmers	That Elsenburg Khoisan Farmers be the preferred applicant for 502BFN. More than 10ha of land have been already allocated to both Hilton Arendse and Chris Jacobs.

18	619/1	26	0	Jeremy van Niekerk	That Jeremy van Niekerk be the preferred applicant for 619/1. More than 10ha of land have been already allocated to both Chris Jacobs and Elsenburg Khoisan Farmers.
27	279 BN	25.3	0	Re-advertised	Recommended to be re-advertised.
	165/1	10.5	0	Re-advertised	No responsive application was received for this portion of land. The land in its current state should be utilised for grazing purposes Recommended to be re-advertised

- (b) that Council approves the allocation of suitable non allocated vacant land to Carmen Stevens as a merit case deserving special consideration given the reasons outlined in clause 6.2.

## 6 DISCUSSION / CONTENTS

### 6.1 Background

Council resolved at its 16<sup>th</sup> Council Meeting on 28-03-2018 that the vacant municipal agricultural land depicted below be advertised for leasing purposes to emerging farmers in line with the policy on the Management of Municipal Agricultural Land as advertised in the Government Gazette on 27 March 2017.

	Property Description	Size(ha)	Total (Ha)	Water(Ha)
1	165/1A	10.5	10.5	0
2	279BN	25.3	25.3	0
3	502 AM	8.56	8.56	3
4	502 AP	7 ha	7	2
5	502 AU	8.9	8.9	0
6	502 AW	6	6	0
7	502 BFN	15.5	15.5	6
8	502 V	21.6	21.6	8
9	619/1	26	26	0
10	502 BH portion 17&18	5	5	3
11	502M	5.1	5.1	3
12	502V	21.6	21.6	8
13	502W	9	9	3
	<b>TOTAL</b>		<b>175,41 ha</b>	

### 6.2 Discussion

The aforementioned pieces of land were advertised the Eikestad Nuus (18-04-12), and in the Gazette (2018-4-10) in line with the Policy on the Management of Municipal Agricultural Land.

In a briefing session, held on 2018-05-22 in the Plein Street Library Hall, information on the process of land allocation and the applicable criteria was presented to the public. A total number of 70 people attended the session the assessment of the public present was that the initial closing date did not allow sufficient time to prepare a decent business proposal/application.

Following a request from the meeting, the closing date for applications was extended from 2018-05-11 to 2018-09-30. The notice for extension of the closing date for applications was advertised in the Gazette (2018-05-08), the Eikestad Nuus (2018-05-10) and on the Stellenbosch Municipal website (2018-05-10).

By the closing date of 2018-09-30, forty-four (44) applications were received. The Operational Committee did the technical report and a technical report was subsequently compiled. The committee examined the applications in terms of its compliance with the stipulated criteria and requirements. The representatives from the different departments on the Operational Committee were as follows:

Department	Name of Official
Local Economic Development & Tourism	Widmark Moses
Local Economic Development & Tourism	Melissa Nel
Corporate and Strategic Services, Legal	Mandlenkosi Mgogoshe
Community Services	Schalk van der Merwe
Community Services, Nature Conservation	Leon Lourens
Property Management	Piet Smit

**Minimum requirements** as per Policy on the Management of Municipal Agricultural Land was as follows:

- **Resident of the WCO24** for a minimum of 5 years
- **Previous Disadvantaged Individuals**
- If applying as an entity – 80% minimum black ownership

**The Evaluation criteria:**

**(80 POINTS)**

- Experience in farming/agriculture
- Business Plan – type of farming
- Financial readiness – access to markets / availability of funding

**Scoring:**

**Experience**

**(maximum 30):**

- 0 > 1 year experience 5 points
- 1 ≥ 5 years' experience 10 points
- 5 ≥ 10 years' experience 20 points
- 10 years or more experience 30 points

**Business plan and financial readiness**

**(maximum: 50)**

- Indicate clearly which portion of land applied for (5)
- Business Description/type of farming activity (5)
- Financial projections / cash flow projections (10)
- Implementation plan (10)
- Market access (10)
- Financial readiness (10)

Of the 44 proposals 18 were non- responsive for various reasons as contained in the Memorandum to the Municipal Manager attached as **APPENDIX A**. The technical report was presented to the Land Committee (Adjudication Committee) for consideration and recommendation to the Municipal Manager. The Adjudications committee consist of all the Directors. Adjudication report was submitted to the Municipal Manager for final approval. The highest scorers as per the various pieces of land was as follows:

No	Portion	Score	Size (ha)	Water (ha)	Applicant
5	502V	80	21.6	8	Hylton P Arendse
13	502 AP	60	7	2	Chris Jacobs
5	502 AM	80	6.56	1	Hilton Peter Arendse

4	502 AW	40	6	0	Bradley Cortereal
	502 AU	None	8.9		None
	502 M (wetland)				Readvertise
	502 W				Readvertise
5	502 BFN	80	15.	6	Hilton Peter Arendse
18	619/1	60	26	0	Eisenburg Khoisan Farmers Chris Jacobs Jeremy Van Niekerk
	279 BN	None	25.3	0	Readvertise
	165/1	None	10.5	0	Readvertise
5	502BH 17&18)		5	3	Hilton Peter Arendse

During the course of the evaluation process the application of Ms Carmen Stevens missed one criteria, which was ***“must be resident in WC024 for a minimum of 5 years”***. The applications relates to a business women, Carmen Stevens whose company produces world-class South African red and white wines for the ultra-premium segment in the United Kingdom and United States of America. She also was nominated and won numerous awards.

Ms Steven is one of the few black women winemakers operating in a male dominated sector and has shown courage and fortitude in pursuit of excellence.

Although Ms Steven do not reside in WC024; Ms Stevens has been operating her business in the Stellenbosch Municipal area since 2014 and leased several properties in this period. The uncertainty of tenure has impacted negatively on the profitability and sustainability of the business. A more permanent tenure will significantly improve her long term prospects of success with added job security for her employees.

Ms Steven’s application meets all the requirements but for the fact that she does not reside within the municipal area. However she has and continues to contribute significantly to the Stellenbosch economy.

As August is celebrated as Women’s Month, Stellenbosch Municipality can celebrate by looking favourably at accommodating Ms. Stevens as a worthy applicant who contributed to the economy of the area and further the objectives of woman empowerment. To this end, Council is requested to relax the criteria to allow for this deserving candidate with proven success record.

### 6.3 Financial Implications

The successful applicants will get a discount of 20% on the normal municipal tariff for agricultural land to bring them on par with tariffs applied to the current emerging farmers.



**6.4 Legal Implications**

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

**6.5 Staff Implications**

This report at this stage has no staff implications to the Municipality.

**6.6 Previous / Relevant Council Resolutions**

Previous Council resolutions relate to the decisions made at 16th Council Meeting held on 28-03-2018 resolved that 12 pieces of vacant municipal agricultural land be advertised for leasing purposes.

**6.7 Risk Implications**

Risk relates to the sustainability of the farming project if the successful applicants are not in a position to farm successfully.

**6.8 Comments from Senior Management****6.8.1 Chief Financial Officer**

Agree with the recommendations.

**6.8.2 Municipal Manager**

Agree with the recommendations of the report and recommended the report for endorsement by Council.

**FOR FURTHER DETAILS CONTACT:**

<b>NAME</b>	Widmark Moses
<b>POSITION</b>	<i>Manager: Local Economic Development</i>
<b>DIRECTORATE</b>	<i>Planning &amp; Economic Development</i>
<b>CONTACT NUMBERS</b>	<i>021 808 8179</i>
<b>E-MAIL ADDRESS</b>	<i>widmark.moses@ Stellenbosch.gov.za</i>
<b>REPORT DATE</b>	<i>23-07-2019</i>

# **ANNEXURE A**



**MEMORANDUM  
LOCAL ECONOMIC DEVELOPMENT**

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**TO/AAN : LAND COMMITTEE**  
**Re/Insake : ALLOCATION OF VACANT MUNICIPAL AGRICULTURAL  
LAND TO SMALL SCALE FARMERS**

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**1. PURPOSE**

To obtain approval to allocate vacant municipal agricultural land to small-scale farmers in terms of the Policy on the Management of Municipal Agricultural Land Policy (Provincial Gazette Extraordinary, 7750, 27 March 2017).

**2. BACKGROUND**

Stellenbosch Council adopted “The Policy on the Management of Municipal Agricultural Land (2016)” with the purpose of availing agricultural land for emerging farmers. The 16th Council Meeting held on 28-03-2018 resolved that 12 pieces of vacant municipal agricultural land be advertised for leasing purposes.

**3. DISCUSSION**

The aforementioned pieces of land were advertised the Eikestad Nuus (18-04-12), and in the Gazette (2018-4-10) in line with the Policy on the Management of Municipal Agricultural Land. Detailed information is available in the memorandum attached as Appendix 1.

The process of allocation of vacant municipal agricultural land has now been concluded by the Lands Committee (consisting of all Directors) and their final recommendation is hereby submitted for the for the Municipal Manager’s approval

**4. APPLICATIONS RECEIVED**

By the closing date of 2018-09-30, forty-four (**44**) applications were received.

	<b>Applicant</b>	<b>Land</b>	<b>Type of Farming</b>
1	Magmoed Kara	165/1	Vegetables
2	Joandra Cloete	502	Poultry
3	Karel Piet Adams	502 V	Cattle
4	Bradley Cortereal	502 AP	Plants
4	Bradley Cortereal	502 AW	Plants
4	Bradley Cortereal	502 M	Plants
4	Bradley Cortereal	502 W	Plants
5	Hylton Peter Arendse	502 BFN	Crop
5	Hylton Peter Arendse	502 V	Crop
5	Hylton Peter Arendse	502 AM	Crop
6	Hluphi Precious Shikwambana	502 V	Mix
7	Carmen Stevens Wines	All	Wine cellar
8	Eisenburg Khoisan Farmers (PTY) Ltd	619/1	Crop
8	Eisenburg Khoisan Farmers (PTY) Ltd	502 BFN	Crop
9	Martin Farida	All	Mix
10	Simlindile and Mlondolozzi	All	Crop
11	Piet September	502 W	Wine viticulture
11	Piet September	502 M	Wine viticulture
12	Mbhokotwana Co-op	502 AP	Crop
13	Chris Jacobs	502 BFN	Cattle / crop
13	Chris Jacobs	502 AP	Cattle / crop
13	Chris Jacobs	502 AM	Cattle / crop
13	Chris Jacobs	619/1	Cattle / crop
14	Vukuzenzele Kayamandi Small Farming Enterprise	All	Pigs
15	Simoni Themba Shumi	All	Crop
16	Morne Johan Bergstedt	All	Bees
17	Enrico Romano Hendricks	502 V	Crop
18	Piet Patrick Muller	Any	Crop
19	Jade Jeremy van der Rheede	502 AM	Crop
20	David Arthur Lindoor	502 W	Crop
21	Louis Jacobs November	502 M	Crop
22	Harold Jooste	All	Crop
23	Jeremy van Niekerk	619/1	Other
24	Havana C (PTY) Ltd	502 M	Crop
24	Havana C (PTY) Ltd	502 1 A	Crop
24	Havana C (PTY) Ltd	279 BN	Crop
24	Havana C (PTY) Ltd	502 AU	Crop
24	Havana C (PTY) Ltd	619/1	Crop
24	Havana C (PTY) Ltd	165/1A	Crop
24	Havana C (PTY) Ltd	502 V	Crop
24	Havana C (PTY) Ltd	502 W	Crop
24	Havana C (PTY) Ltd	502 AM	Crop
24	Havana C (PTY) Ltd	502 AM	Crop
24	Havana C (PTY) Ltd	502 AP	Crop
24	Havana C (PTY) Ltd	502 BFN	Crop

24	Havana C (PTY) Ltd	502 BH 17&18	Crop
25	Imeal Jephtha	All	Hydroponics
26	John Frederick Muller	279	Mixed
27	Ruud Carl Carolissen	502 V	Blue berries
27	Ruud Carl Carolissen	502 AM	Rabbits
28	Graham Lincoln Dhelminie	502 M	Hydroponics
29	Ntamo Alfredil Esmain	Any 502 land	Pigs
30	Anthony William	All	Crop
31	Manual Sam	All	Crop
32	Neville John Cloete	All	Crop
33	William Cornelius Ruiters	All	Crop
34	Naomi Linders	502 V	Crop
34	Naomi Linders	502 BFN	Crop
35	Absalom Fred	502 BH 17&18	Crop
36	Valotorque 115 cc	502 V	Fruit
36	Valotorque 115 cc	502 M	Fruit
37	Mabesis Enterprises	All	Pigs
38	Zachary Ignacio Kiewitz	502 AP	Cattle
39	Willie Booysen	All	Crop / flower
40	Gabriel Bernard Rhoda	All	Crop
41	Mavis Nongogo	502 BFN or 502 V	Crop

## 5. COMPLIANCE CHECK

Application Number	Farm	Applicant	Type	Business Plan	Additional
3	502 V	Karel Piet Adams	Cattle	Yes	Farm worker at Soverby, knows the area and have support of employee to assist, easy access to farm.
27		Ruud Carl Carolissen	Berries	Yes	<b>Feasibility plan</b> , have financial input to start the project
6		Hluphi Precious Shikwambana	Aquaponics/crops	Yes	Requires a lot of infrastructure on the land for aquaponics/no indication of financial support for the implementation of project
5		Hylton Peter Arendse	Crop	Yes	Currently farming with family successfully on 1ha Webervallei road, needs own land to move forward global gap registered, have markets, motivated
25		Havana C (PTY) Ltd	Crop	Yes	Resident of old pre 1986 Stellenbosch Municipal area before, moved to City of Cape Town Metropole, proof attached.
17		Enrico Romano Hendricks	Crop	Yes	Plan does not specify size of land or implementation plan, can be placed on any land

4	502 AP	Bradley Cortereal	plants	Yes	One portion of several applied for, business plan , plants, succulants
13		Chris Jacobs	crop cattle	Yes	One portion of several applied for, business plan, have support from neighbouring farmers, member of agricultural society, have financial resources, successful, will take less portions if all not available
25		Havana C (PTY) Ltd	crop	Yes	One of 6 portions applied for - resident of old pre 1986 Stellenbosch municipal area currently Macassar city of City of Cape Town Metropole, proof attached.
41		Zachary Ignacio Kiewitz	cattle	Yes	Sheep and crop
4	502 AW	Bradley Cortereal	plants	yes	one portion of several applied for, business plan , plants, succulants
16		Morne Johan Bergstedt	bees	Yes	Only candidate to be considered for this portion of land, as it is an area identified by Cape Nature for indigenous fynbos and plants, needs to be reserved.
32		William Cornelius Ruiters	Cattle/ livestock	Yes	Applied for 502AW/165/1 and 502BH - taxi owner, local resident, less than 1 year experience
4	502 M	Bradley Cortereal	Plants	Yes	One portion of several applied for, business plan , plants, succulents
11		Piet September	Wine Viticulture	Yes	Applied for 502M or 502W separately, will invest own capital to commence project
24		Havana C (PTY) Ltd	Crop	yes	One portion of several applied for, not local residents!!
26		Imeal Jephtha	Hydroponics / vegetables	Yes	Part of old Stellenbosch demarcation, Macassar, experienced and have funding to implement project
30		Graham Lincoln Dhelminie	Hydroponics	Yes	Hydroponics, only requires 1-2 hectares for the project
4	502 W	Bradley Cortereal	Plants	Yes	one portion of several applied for, business plan , plants, succulents
11		Piet September	Wine viticulture	Yes	Own funding to implement project, no need for assistance from government
26		Imeal Jephtha	Hydroponics / vegetables	Yes	Part of old Stellenbosch demarcation, Macassar, experienced and have funding to implement project
25		Havana C (PTY) Ltd	Crop	Yes	One of 6 portions applied for - resident of old pre 1986 Stellenbosch Municipal area before moved to Cape Town Metropole, proof attached.

4	502 BFN	Hylton Peter Arendse	Crop	Yes	Currently farming with family successfully on 1ha Webervallei road, needs own land to move forward global gap registered, have markets, motivated
8		Elsenburg Khoisan farmers	Crop	Yes	One portion of several applied for, business plan included for crop production
13		Chris Jacobs	crop cattle	yes	One portion of several applied for, business plan, have support from neighbouring farmers, member of agricultural society, have financial resources, successful, will take less portions if all not available
25		Havana C (PTY) Ltd	crop	yes	One portion of several applied for, not local residents!!
5	502 AM	Hylton Peter Arendse	Crop	Yes	Currently farming with family successfully on 1ha Webervallei road, needs own land to move forward global gap registered, have markets, motivated , already land allocated 502v
27		Ruud carl Carolissen	Rabbits	Yes	Have access to market, whole family involved in project, land not sufficient for product/risk
25		Havana C (PTY) Ltd	Crop	Yes	One of 6 portions applied for - resident of old pre 1986 Stellenbosch Municipal area before moved to City of Cape Town Metropole, proof attached.
13		Chris Jacobs	Crop /Cattle	Yes	One portion of several applied for, business plan, have support from neighbouring farmers, member of agricultural society, have financial resources, successful, will take less portions if all not available
2	502	Joandra Cloete	Poultry	Yes	Currently farming, needs space to expand, have markets
14		Vukuzenzele Kayamandi Small Farming Enterprise	Pigs	Yes	One of the pig farmers at the Papegaaiberg nature reserve that needs move
18	619/1	Elsenburg Khoisan farmers	Crop	Yes	One portion of several applied for, business plan included for crop production, already received 502BH
13		Chris Jacobs	Crop /Cattle	Yes	One portion of several applied for, business plan, have support from neighbouring farmers, member of agricultural society, have financial resources, successful, will take less portions if all not available, already received 502AM and AP

19		Jeremy van Niekerk	Other	yes	Fynbos/Renosterveld conservation - will receive water from neighbouring farms. aim is to rehabilitate the area to its original state - fynbos park - possible fynbos nursery/coffee shop and toilets
24		Havana C (PTY) Ltd	Crop	Yes	One portion of several applied for, not local residents!!
24	165 1/A	Havana C (PTY) Ltd	Crop	Yes	One portion of several applied for, not local residents!!
27	279 BN	John Frederick Muller	mixed	Yes	Only application by applicant, have support from neighbouring farms to assist with water, have the necessary tools and implements. Already owns 90 ha of agricultural land.
24		Havana C (PTY) Ltd	Crop	Yes	Resident of old pre 1986 Stellenbosch Municipal area before moved City of Cape Town Metropole, proof attached
24	502 AU	Havana C (PTY) Ltd	Crop	Yes	<b>One portion of several applied for, not local residents!!</b>
25		Havana C (PTY) Ltd	Crop	Yes	One of 6 portions applied for - resident of old pre 1986 Stellenbosch Municipal area before moved to City of Cape Town Metropole, proof attached.
5	502 BH 17&18	Hylton Peter Arendse	Crop	Yes	Currently farming with family successfully on 1ha Webervallei road, needs own land to move forward global gap registered, have markets, motivated - already allocated 502 V to him
26		Imeal Jephtha	hydroponics vegetables	yes	Part of old Stellenbosch demarcation, Macassar, experienced and have funding to implement project
37		Fred Absalom	Crop	Yes	Very vague application, no own inputs to start with land, needs to apply for financial assistance. Currently no financial support.
22		Harold Jooste	Crop	Yes	Jamestown resident experienced, Webervallei road farmer
2	ANY FARMS	Joandra Cloete	Poultry	Yes	Currently farming, needs space to expand, have markets - 502 am
7		Carmen Stevens wines	Wine cellar	Yes	Very successful entrepreneur that needs a space, will be beneficial for the municipality as she will upgrade insert infrastructure,
10		Simlindile and Mlondolozzi	Crop	Yes	Youth- studied at sustainability institute
14		Vukuzenzele Kayamandi small farming enterprise	Pigs	Yes	One of the pig farmers at the Papegaaiberg nature reserve that needs move



16	Morne Johan Bergstedt	Bees	Yes	Can be considered for a portion of land
18	Piet Patrick Muller	Crop	Yes	Stays on Mooiberge farm, employee, experienced
22	Harold Jooste	Crop	Yes	Jamestown resident experienced, Webervallei road farmer
40	Mabesis Enterprises	Pigs	yes	Pig farmers, have access to funding from overseas to assist with the project

## 6. APPLICATION RESPONSIVENESS

6.1 The Operational Committee did the evaluation and a technical report was subsequently compiled. The committee examined the applications in terms of compliance with the stipulated criteria and requirements. The representatives from the different departments on the Operational Committee were as follows:

Department	Name of Official
Local Economic Development & Tourism	Widmark Moses
Local Economic Development & Tourism	Melissa Nel
Corporate and Strategic Services, Legal	Mandlenkosi Mgogoshe
Community Services	Schalk van der Merwe
Community Services, Nature Conservation	Leon Lourens
Property Management	Piet Smit

The evaluation of received proposals took place on the dates listed below:

Date	Purpose
2018-03-19	Discussion of available agricultural land for small farmer purposes.
2018-11-29	First round of evaluation of applications
2018-12-05	Second round of evaluation of applications
2018-12-13	Final round of evaluation of applications after site visits with potential candidates.

6.2 Minimum requirements (Policy on the Management of Municipal Agricultural Land) to adhere were as follows:

- **Resident of the WCO24** for a minimum of 5 years
- **Previous Disadvantaged Individuals**

- If applying as an entity – 80% minimum black ownership

**6.3 Evaluation criteria: (80 POINTS)**

- Experience in farming/agriculture
- Business Plan – type of farming
- Financial readiness – access to markets / availability of funding

Scoring:

**Experience (maximum 30):**

- 0 > 1 year experience 5 points
- 1 ≥ 5 years' experience 10 points
- 5 ≥ 10 years' experience 20 points
- 10 years or more experience 30 points

**Business plan and financial readiness (maximum: 50)**

- Indicate clearly which portion of land applied for (5)
- Business Description/type of farming activity (5)
- Financial projections / cash flow projections (10)
- Implementation plan (10)
- Market access (10)
- Financial readiness (10)

**7. PROPOSALS NOT CONSIDERED FOR FURTHER EVALUATION DUE TO THE FOLLOWING REASONS**

No	Applicant	Reason
1	Magmoed Kara	No business plan submitted
7	Carmen Stevens Wine	Not residing within the WCO24 Stellenbosch Municipal Area.
9	Martin Farida	No business plan submitted
11	Piet September	Not a subsistence farmer
12	Mbhokotwana Co-op	No business plan submitted
15	Simoni Themba Shumi	No business plan submitted
19	Jade Jeremy van der Rheede	No business plan submitted
20	David Arthur Lindoor	No business plan submitted
24,25	Havana C (PTY) Ltd	Not residing within the WCO24 Stellenbosch Municipal Area.

26	Imeal Jephta	Not residing within the WCO24 Stellenbosch Municipal Area.
27	John Muller	Already own 90 ha of land
30	Graham L Dhelminie	No farming experience or training in agriculture
32	Anthony Williams	No business plan submitted
33	Manual Sam	No business plan submitted
36	Naomi Linders	No business plan submitted
39	Valotorque 115cc	No business plan submitted
42	Willie Booysen	No business plan submitted
43	Gabriel Bernard Rhoda	No business plan submitted
44	Mavis Nongogo	No business plan submitted
34	Neville John Cloete	No business plan submitted

## 8. EVALUATION

8.1 Responsive applications were further evaluated and scored according to a rating scale, with preference given to the highest scores achieved for each particular piece of land.

Application Number	Farm	Application	Type	Experience	Local (Years)	Government Employee	Business Plan	Score (80)	Additional
3	502 V	Karel Piet Adams	Cattle	10+	10+	no	Yes	70	Farm worker Soverby, knows the area and have support of employee to assist, easy access to farm.
27		Ruud Carl Carolissen	Berries	1	10+	no	Yes	45	More a feasibility/research than business plan, have financial input to start the project.
6		Hluphi Precious Shikwambana	Aquaponics /crops	5	10+	no	Yes	40	Requires a lot of infrastructure on the land for aquaponics/no indication of financial support for the implementation of project.
5		Hylton Peter Arendse	Crop	10+	10+	no	Yes	80	Currently farming with family successfully on 1HA Webervallei Road, needs own land to move forward global GAB registered, have markets, motivated.
17		Enrico Romano Hendricks	Crop	10	10	no	Yes	40	Plan does not specify size of land or implementation plan, can be placed on any land.
4	502 AP	Bradley Cortereal	Plants	5	10	no	Yes	40	One portion of several applied for, business plan, plants, succulants.

13		Chris Jacobs	Crop cattle	10+	10+	no	Yes	60	Have support from neighbouring farmers, member of agricultural society, have financial resources, successful, will take less portions if all not available.
38		Zachary Ignacio Kiewitz	Cattle	5	10+	no	Yes	30	Sheep and Crop
4	502 AW	Bradley Cortereal	Plants	5	10	no	Yes	40	One portion of several applied for, business plan, plants, succulants.
33		William C. Ruiters	Cattle/live	®	10+	no	yes	35	Applied for 502AW/165/1 and 502BH - taxi owner local resident less than 1-year experience.
4	502 M	Bradley Cortereal	Plants	5	10	no	Yes	40	One portion of several applied for, business plan, plants, succulants.
4	502 W	Bradley Cortereal	Plants	5	10		Yes Yes	40 70	One portion of several applies for, business plan, plants, succulants.
5	502 BFN	Hylton Peter Arendse	Crop	10+	10+	no	Yes	80	Currently farming with family successfully on 1HA Webervallei Road, needs own land to move forward global GAP registered, have markets, motivated.
8		Eisenburg Khoisan Farmers	Crop	5	10+	no	Yes	60	One portion of several applied for, business plan, included for crop production.
13		Chris Jacobs	Crop cattle	10+	10+	no	Yes	60	One portion of several applied for, business plan, have support from neighboring farmers, member of agricultural society, have financial resources, successful, will take less portions if all not available.
5	502 AM	Hylton Peter Arendse	Crop	10+	10+	no	Yes	80	Currently farming with family successfully on 1HA Webervallei Road, needs own land to move forward global GAP registered, have markets, motivated.
29		Ruud Carl Carolissen	Rabbits	10+	10+	no	Yes	60	Have access to market, whole family involved in project.
13		Chris Jacobs	Crop cattle	10+	10+	no	Yes	60	One portion of several applied for, business plan, have support from neighbouring farmers, member of agricultural society, have financial resources, successful, will take less portions if all not available.
18	619/1	Eisenburg Khoisan farmers	Crop	5	10+	no	Yes	60	One portion of several applied for, business plan, included for crop production.
13		Chris Jacobs	Crop cattle	10+	10+	no	Yes	60	One portion of several applied for, business plan, have support from neighbouring farmers, member of agricultural society, have financial resources, successful, will take less portions if all not available.

19		Jeremy van Niekerk	Other	10	10	no	YES	60	Fynbos/Renosterveld Conservation - will receive water from neighbouring farms. Aim is to rehabilitate the area to its original state - fynbos park - possible fynbos nursery/coffee shop and toilets.
	165 1/A	Re-advertise							
27	279 BN	Re-advertise							
	502 AU	Nature Conservation							Portion 502AU is regarded as a nature conservation area by Cape Nature, the only farming purpose this land could be utilized for is beekeeping as the property is overgrown by fynbos.
5	503 BH 17&18	Hylton Peter Arendse	Crop	10+	10+	no	YES	80	Currently farming with family successfully on 1HA Webervallei Road, needs own land to move forward global GAB registered, have markets, motivated.
31		Fred Absalom	Crop	©	10+	no	YES	10	Very vague application, no own inputs to start with. Need to apply for assistance. Currently no financial support.
2	ANY	Joandra Cloete	poultry	5	YES	no	YES	55	Currently farming needs space to expand, have markets.
10		Simlindile & Mlondolozzi	Crop	5	yes	no	YES	15	Youth-studied at Sustainability Institute
14		Vukuzenzele Kayamandi Small Farming Enterprise	Pigs	10	10	no	YES	35	One of the pig farmers at the Papegaaiberg Nature Reserve that needs move
6		Morne Johan Bergstedt	Bees	10	25	no	YES	35	Bee Farming
18		Piet Patrick Muller	Crop	20	30	no	YES	35	Stays on Mooiberge farm, employee, experienced.
22		Harold Jooste	Crop	40	50	no	YES	45	Jamestown resident experienced, Webervallei Road farmer.
40		Mabesis Enterprises	Pigs	10	10+	no	YES	40	Pig farmers, have access to funding from overseas to assist with the project.

- ® Few months  
© Did not indicate

### 8.3 Final scoring as per highest scorer for each piece of land.

No	Portion	Score	Size (ha)	Water (ha)	Applicant
5	502V	80	21.6	8	Hylton P Arendse
13	502 AP	60	7	2	Chris Jacobs
5	502 AM	80	6.56	1	Hilton Peter Arendse
4	502 AW	40	6	0	Bradley Cortereal

	502 AU	None	8.9		None
	502 M (wetland)				Readvertise
	502 W				Readvertise
5	502 BFN	80	15.	6	Hilton Peter Arendse
18	619/1	60	26	0	Elsenburg Khoisan Farmers Chris Jacobs Jeremy Van Niekerk
	279 BN	None	25.3	0	Readvertise
	165/1	none	10.5	0	Readvertise
5	502BH 17&18)		5	3	Hilton Peter Arendse

## 9. RECOMMENDATION

The following is recommended:

- a) That following pieces of land be allocated as indicated below:

No	Portion	Size (ha)	Water (ha)	Highest scorer	Recommended
5	502 V	21.6	8	Hylton P Arendse	That Hylton P. Arendse be the preferred applicant for 502 V.
13	502 AP	7	2	Chris Jacobs	That Chris Jacobs be the preferred applicant for 502 AP and AM. The two pieces of land lay adjacent to each other and will make economic sense to farm as one unit
12	502 AM	8.56	3	Chris Jacobs	
4	502 AW	6	0	Bradley Cortereal	That Bradley Cortereal be the preferred applicant for 502 AW.
	502 AU	8.9		Re advertise for beekeeping	Portion 502AU is regarded as a nature conservation area by Cape Nature, the only farming purpose this land could be utilized for is beekeeping as the property is overgrown by fynbos.
	502 M	5.1	3	Re advertise 502 M & 502 W as one unit	The portion is located next to 502W, and should be utilised as a water resource for 502M as it is a wetland area, which will not be suitable for farming on its own.
	502 W	9	3		
5	502 BFN	15.5	6	Elsenburg Khoisan Farmers	That Elsenburg Khoisan Farmers be the preferred applicant for 502BFN. More than 10ha of land have been already allocated to both Hilton Arendse and Chris Jacobs.
18	619/1	26	0	Jeremy van Niekerk	That Jeremy van Niekerk be the preferred applicant for 619/1. More than 10ha of land have been already allocated to both Chris Jacobs and Elsenburg Khoisan Farmers.
27	279 BN	25.3	0	Re-advertised	Recommended to be re-advertised.
	165/1	10.5	0	Re-advertised	No responsive application was received for this portion of land. The land in its current state should be utilised for grazing purposes Recommended to be re-advertised

**8. FINANCIAL IMPLICATIONS**

- The successful applicants will get a discount of 20% on the normal municipal tariff for agricultural land to bring them on par with tariffs applied to the current emerging farmers.

**CHAIRPERSON: LAND COMMITTEE**

**DATE .....**

RECOMMENDATION APPROVED BY THE STELLENBOSCH LAND COMMITTEE		
Name	Signature	Date
Comments: .....  .....		
CHAIRPERSON.....		DATE .....

- APPENDIX 1: NOTICE: LEASE OF AGRICULTURAL LAND**
- APPENDIX 2: POLICY ON THE MANAGEMENT OF MUNICIPAL AGRICULTURAL LAND**
- APPENDIX 3: ATTENDEES TO THE INFORMATION SESSION.**
- APPENDIX 4: EXTENSION OF THE CLOSING DATE FOR APPLICATIONS**
- APPENDIX 5: PROOF OF PREFERENCES**
- APPENDIX 6: E-MAIL FROM JOHN MULLER CONFIRMING HE OWNS MORE THAN 10 HA**

**NOTICE 11/2018 - KENNISGEWING 11/2018****LEASE OF MUNICIPAL AGRICULTURAL LAND**

Notice is hereby given that offers are invited from individuals or enterprises to lease the properties below in line with the approved Policy: Management of Municipal Agricultural Land as published in the Government Gazette of 27 March 2017, including but not limited to:

The aim to lease the properties as listed below is to advance the Local Economic Development objectives of Council in terms of creating access to municipal agricultural land for current and potential emerging farmers.

Application forms can be collected from the Local Economic Development office at 58 Andringa Street Stellenbosch or requested via email from [Melissa.Nel@stellenbosch.gov.za](mailto:Melissa.Nel@stellenbosch.gov.za).

For more information contact Melissa Nel at [Melissa.Nel@stellenbosch.gov.za](mailto:Melissa.Nel@stellenbosch.gov.za) or at 021 808 8173. Offers have to be submitted by end of business on 11 May 2018 to the Local Economic Development office in 58 Andringa Street, Stellenbosch.

Ms Geraldine Mettler  
Municipal Manager  
Stellenbosch Municipality

**HUUR VAN MUNISIPALE LANDBOUGROND**

Neem kennis dat individue of maatskappye hiermee uitgenooi word om aansoek te doen vir die huur van die onderstaande gronde ingevolge die Beleid op die Bestuur van Munisipale Landbougronde soos adverteer in die staatskoerant op 27 Maart 2017:

Die doel om die onderstaande landbougronde te verhuur is gefokus op die Plaaslike Ekonomiese Ontwikkelings objektief van die Raad om toegang tot landbougrond vir huidige en potensiele opkomende boere te bevorder.

Aansoekvorms kan aangevra word by [Melissa.Nel@stellenbosch.gov.za](mailto:Melissa.Nel@stellenbosch.gov.za) of 'n harde kopie kan afgehaal word by die Plaaslike Ekonomiese Ontwikkelingskantore (PEO). Vir meer inligting kontak Melissa Nel by [Melissa.Nel@stellenbosch.gov.za](mailto:Melissa.Nel@stellenbosch.gov.za) of telefonies 021 808 8173. Voorstelle moet ingedien word by die PEO kantoor voor of op 11 Mei 2018:

Ms Geraldine Mettler  
Munisipale Bestuurder  
Stellenbosch Munisipaliteit

	PROPERTY DESCRIPTION	SIZE	TOTAL (HA)	WATER (HA)
1	165/1A	10.5 ha no water	10.5	
2	279BN	25.3 ha no water	25.3	
3	502 AM	8.56 ha 3 ha water	8.56	3
4	502 AP	7 ha 2 ha water	7	2
5	502 AU	8.9 ha no water	8.9	
6	502 AW	6 ha no water	6	
7	502 BFN	15.5 ha 6 ha c/water	15.5	6
8	502 V	21.6 ha 8 ha water	21.6	8
9	619/1	26 ha no water	26	
10	502 BH PORTION 17&18	5 ha 3 ha water	5	3
11	502M	5.1 ha 3 ha water	5.1	3
12	502V	21.6 ha 8 ha water	21.6	8
13	502W	9 ha 3 ha water	9	3
	<b>TOTAL</b>		<b>175,41 ha</b>	

X10FY1DR-EN120418



**APPENDIX 2: POLICY ON THE MANAGEMENT OF MUNICIPAL AGRICULTURAL LAND**



**Western Cape Government • Wes-Kaapse Regering • URhulumente weNtshona Koloni**

PROVINCE OF THE WESTERN CAPE

PROVINSIE WES-KAAP

# Provincial Gazette Extraordinary

7750

*Monday, 27 March 2017*

# Buitengewone Provinsiale Koerant

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**STELLENBOSCH**  
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**THE STELLENBOSCH MUNICIPALITY: POLICY FOR  
MANAGEMENT OF MUNICIPAL AGRICULTURAL  
LAND, PUBLISHED UNDER NOTICE 54490 IN  
PROVINCIAL GAZETTE 7744 ON 13 MARCH 2017 IS  
HEREBY WITHDRAWN, AS IT WAS PUBLISHED  
ERRONEOUSLY**

**POLICY FOR THE MANAGEMENT OF  
MUNICIPAL AGRICULTURAL LAND**

**STELLENBOSCH MUNICIPALITY**

**2016**

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## DEFINITIONS

**"acquire"** in relation to land includes, but is not limited to acquisition by purchasing, expropriation, exchange, donation or leasing, or as a result of the conclusion of any form of land availability agreement, and 'acquisition' has a corresponding meaning;

**"Agricultural Land"** means all land not used zoned or developed for urban purposes.

**"Asset"** means a tangible resource capable of ownership;

**"Basic municipal service"** means a municipal service that is necessary to ensure an acceptable and reasonable quality of life and, if not provided, would endanger public health, safety or the environment;

**"Capital assets"** in terms of this policy, means land and other immovable capital assets which vests in the Municipality;

**"Constitution"** means the Constitution of the Republic of South Africa, Act 108 of 1996;

**"Contract"** means a deed of alienation under which land is sold against payment by the purchaser to, or to any person on behalf of the seller.

**"Lease Agreement"** meaning a written agreement specifying the rights and duties pertaining to the exclusive use of property for a continuous period of time (30} thirty calendar days or longer, and which sets forth the terms and conditions the use of the property an outright Sales Agreement.

**"Council"** means the Council of the Stellenbosch Municipality as envisaged in chapter 3 of the Municipal Structures Act (Act No. 117 of 1998);

**"Disposal"** in relation to a capital asset, includes-

- (a) The demolition, dismantling or destruction of the capital asset; or
- (b) Any other process applied to a capital asset which results in loss of ownership of the capital asset otherwise than by way of transfer of ownership;

**"Exempted capital asset"** means a capital asset which is exempted by section (14)(6) or section 90(6) of the MFMA, as more fully dealt with in Chapter 5 of the MATR t hat is, an asset that is needed for the provisions of basic municipal services.

**"Fair market value"** in relation to a capital asset, means the value at which a knowledgeable willing buyer and a knowledgeable willing seller would sell the capital asset in an arm's length transaction;

**"Granting of rights to use, control or manage"** means where the granting of such rights do not amount to the transfer or permanent disposal of an asset, for example when a right is acquired through a leasing, letting or hiring out arrangement;

**"HDI - Historically Disadvantaged Individual"** is defined as meaning: "a South African citizen who, due to the apartheid policy that had been in place, had no franchise in national elections prior to the introduction of the Constitution of the Republic of South Africa, 1983 (Act 110 of 1983) or the Constitution of the Republic of South Africa, 1993 (Act 200 of 1993); and/or who is a female; and/or who has a disability, provided that a person who obtained South African citizenship on or after the coming into effect of the interim Constitution, is deemed not to be an HDI"

**"Integrated Development Plan (IDP)"** means the Integrated Development Plan of the Municipality as envisaged in section 25 of the Municipal Systems Act (Act No. 32 of 2000);

**"LED Strategy"** means the Local Economic Development Strategy of the Municipality;

**"long term"** means a period of longer than ten (10) years;

**"local agenda 21"** principles of sustainable development and environmental preservation;

**"MATA"** means the Municipal Asset Transfer Regulations promulgated in terms of the MFMA and published in the Government Gazette No 31346 of 22 August 2008.

**"MFMA"** means the Local Government Municipal Finance Management Act (Act No. 56 of 2003);

**"Municipality"** means the Stellenbosch Municipality as envisaged in chapter 1 of the Municipal Structures Act;

**"Municipal Manager"** means the Municipal Manager of the Municipality as envisaged in section 82 of the Municipal Structures Act;

**"Supply Chain Management Policy"** means the Supply Chain Management Policy of the Municipality as contemplated in chapter 11 of the MFMA and the Supply Chain Management Regulations (No. 27636 of 30 May 2005);

**"Transfer"** in relation to a capital or subsidiary asset, means transfer of ownership in the asset as a result of a sale or other transaction. This Policy must be read with the Supply Chain Management Policy of the Stellenbosch Municipality and the Municipal Asset Transfer Regulations (R878 in GG No. 31346 of 22 August 2008) issued in terms of the MFMA.

**ACRONYMS**

<b>CASP</b>	Comprehensive Agricultural Support Programme
<b>HDI</b>	Historically Disadvantaged Individuals
<b>IDP</b>	Integrated Development Plan
<b>LED</b>	Local Economic Development
<b>MATR</b>	Municipal Asset Transfer Regulations
<b>MFMA</b>	Municipal Financial Management Act
<b>NDP</b>	National Development Plan
<b>PACA</b>	Participatory Appraisal of Competitive Advantage
<b>SCM</b>	Supply Chain Management
<b>SDF</b>	Spatial Development Framework

## 1 THE CURRENT SITUATION

### 1.1 Introduction

For all South Africans, irrespective of colour or creed, land is an emotive issue. Throughout our history one of the biggest bones of contention has been the right to ownership and use of land. Discriminatory practices in the past, a land reform programme that has not succeeded in transferring significant quantities of urban or rural land since 1994, a wide range of demographic pressures and the fact that most agricultural land is still in the hands of commercial, mostly white, farmers puts pressure on the country's socio-economic systems, and Stellenbosch municipal area is not immune to these pressures. History is replete with examples of what can happen when these pressures are not addressed.

Stellenbosch municipal area and its towns have a very colourful past whose history plays a particularly important role in giving the area the ambiance and character which makes it one of the outstanding tourist attractions in South Africa .

For this reason, it is imperative that the Stellenbosch Municipality have a comprehensive, fair and sustainable policy and implementation strategy for agricultural land reform.

Although land reform is a national competence, the Municipality has a duty to assist with land reform initiatives, but even more importantly, because the Municipality is the largest owner of agricultural land it has a duty to formulate and implement land reform within the bounds of its own competencies and capacity. This is a challenging and formidable task given that the greater portion of this land is held under long term leases that do not do justice to the guiding principles of economic optimization of agricultural land and fair and equitable distribution of what should be available.

Farming in the Stellenbosch Municipal area is heavily skewed towards viticulture. There is of course a close link between wine farming, the beautiful landscape, consisting of both the cultivated grapevines and the natural fynbos, and the tourist experience that the town and its surroundings offer.

As important as wine farming is, however, it is equally important to maximise the potential of the scarce but high quality agricultural land to ensure that appropriate land is set aside for tourism, the retention and conservation of the historical treasures that lie within the borders of the Municipality, and conservation, as these are also integral components of the Stellenbosch experience. The economic development of the area depends on the sensible use of its land resources.

In managing its agricultural land portfolio, a policy for the management of municipal agricultural land based on the principles of sustainability, equality, efficiency, fairness and good governance is required. It is widely acknowledged that policies that facilitate access to land play a significant role in reducing poverty and income inequality. As Stellenbosch Municipality owns large tracts of high value agricultural land, it is evident that it should become involved in the process of land reform.



However, there is very little of this land available since approximately 80% is currently under long term lease agreements. Furthermore, in the absence of a clear policy framework, the process for accessing municipal agricultural land has been very cumbersome in the past.

For this reason, Stellenbosch Municipality, through its Local Economic Development and Property Management Departments has embarked on a process of developing a policy and implementation strategy for the management of municipal agricultural land based on sustainability principles as part of its contribution to sustainable development.

## 1.2 The historical context

Stellenbosch is arguably one of the most beautiful parts of the country and its climate is conducive to excellent agriculture production. The municipal area comprises of the towns of Stellenbosch, Franschhoek, Pniel, Klapmuts and some other smaller hamlets, and the rural hinterland between these settlements. Whilst its economy is primarily built on the financial and business services sectors, the area boasts a vibrant tourism industry. The Winelands are a major tourist draw card and are also well-known for the close linkages to the manufacturing and services sectors.

The area is also home to a vibrant education sector, including a leading world renowned university, and hosts a range of innovation industries, as well as the headquarters of major multinational and national companies.

The municipal area comprises 900 square kilometres with a population of 165,000 people. Some two thirds of agricultural production consists of wine grapes, followed by vegetables and eggs. Most of the arable land is used for the production of wine, and only a small proportion of the region's food is produced locally.

Whilst significant investments have been made in the farming sector, not all are related to productive uses of the land. This has led to fertile land being rendered unproductive, and this in turn has diminished employment opportunities for low skilled workers. The unemployment rate of 26% together with the steady rate of urbanisation adds to the pressure of the availability of jobs in the area.

Stellenbosch municipality is one of the municipalities in the country with the most municipal land under its control; however, due to the agriculture potential of farm land, most of the arable land has been leased to established farmers on long term lease contracts.

The capital investment required for developing and using the land required these long term leases to allow lessees the opportunity to redeem the large investments in water and other infrastructure.

To this end, 80% of the 1,300 ha of municipal land has been taken up by established farmers whilst another 10% is being farmed by new entrants (small farmers) in various widely spread out locations. All other available land is to be made available to be leased to HDI's.

Properties, especially agricultural land (commonage) provide an enormous opportunity for Council to achieve its strategic objectives. Therefore this policy provides for the implementation of a process of identifying agricultural land which is currently available as well as land under long term lease which is not being optimally used and which is aligned to the Spatial Development Framework, LED strategy, the IDP and the objects of local government as set out in the Constitution.

## **2 SCOPE AND PURPOSE OF THE POLICY**

### **2.1 Scope of the policy**

The sound management of the Municipality's agricultural land resources is crucial if it is to be conserved for future generations. The scope of this policy is to set out decision-making guidelines for the management of municipal agricultural land with due regard to the relevant national, provincial and local policy and legislative provisions that govern land ownership, access to land and land use. Furthermore, the aim of the policy is to provide for the core principles, mechanisms, processes and procedures that are necessary to enable the Municipality to manage and administer municipal agricultural land, of which Council is the custodian.

In this regard, the policy allows for social and sustainable economic development and encourages the involvement of individuals, communities and community organizations and regulates the management and use of municipal agricultural land. It is, however, important that land disposal is treated on its own merits although alternative methods of disposal, not specifically mentioned in this policy, may be used where appropriate, subject to obtaining proper authority.

### **2.2 Purpose of the Policy**

The purpose of the policy is to:

- 2.2.1 Provide a policy framework for the management of the Council's capital assets with specific reference to municipal agricultural land .
- 2.2.2 Promote the acquisition and use of municipal agricultural land mainly through leasehold preferably by historically disadvantaged individuals as envisaged in section 25(5) of the Constitution.
- 2.2.3 Regulate the use, acquisition and disposal of municipal agricultural land in accordance with the applicable regulations.
- 2.2.4 Ensure that municipal agricultural land held by it, which is not envisaged for or already used for public purposes and/or in the public's interest, be dealt with in a manner that will ensure the greatest benefit to the Council and the community.

- 2.2.5 Ensure current long term lease agreements pertaining to agricultural land are periodically revisited, especially where land is not currently being optimally used and provide for the necessary procedure for the disposal or awarding of rights of such land in terms of the applicable regulations.
- 2.2.6 Ensure fairness, equity, transparency, cost effectiveness and competitiveness.
- 2.2.7 Ensure speedy availability of land to qualifying residents.
- 2.2.8 Provide for a standard process to be followed for the application and allocation of municipal agricultural land in line with the Municipal Financial Management Act (MFMA) and the MATR.
- 2.2.9 Provide for the institutional arrangements for the management and administration of municipal agricultural land and guide the establishment of an intergovernmental and public/private sector body to monitor implementation and provide support.
- 2.2.10 Discourage the direct sale of municipal agricultural land. In this regard, the Council may dispose of land or other immovable capital assets only once it is satisfied that such an asset is not needed to provide the minimum level of basic municipal service and that it has considered fair market value for the asset and the economic and community value to be received in exchange for the asset, in accordance with section 14(2) of the MFMA and Council has complied with subsections (1) to (6) thereof. However, the above must be done with the greatest circumspection as it is imperative to keep a balance between righting the wrongs of the past with the conservation of the Municipality's greatest cultural and economic asset - its historical treasures that gives the town its special ambiance.

### 3 ALIGNMENT OF THE POLICY: THE NDP AND LEGISLATION

It is important that initiatives such as this are aligned with current government development policies and the realities of the market place. To this end the National Development Plan (NDP) proposals on employment in agriculture and on land reform are presented first. This is followed by a review of the relevant legislation that impacts on the management of agricultural land in Stellenbosch.

#### 3.1 Alignment with the National Development Plan

Chapter 6 of the National Development Plan (NDP) recognizes that the end result of more than a century of racially discriminatory practices, policies and laws regarding access to, and ownership of land in South Africa is a profound inequality, basically between commercial farmers, who are still mostly white, and small scale, often subsistence and sometimes emerging, mostly black farmers. While the exact patterns of land access differ between the provinces, this strong dualism is still the most important characteristic of South Africa's rural areas.

As a result, the NDP identifies strategies to end the dualism in South African agriculture, which distorts the spatial organisation of the country's rural areas and makes access to markets for smaller scale producers all but impossible. The Chapter addresses three sets of strategies:

- a) Rural development and food security,
- b) Employment creation in agriculture and related upstream and downstream industries, and
- c) Land reform. The last of these three is of direct interest to this policy document.

Land reform, as proposed in the NDP, is a three step process that addresses some of the realities of land reform in South Africa as defined in the National Development Plan (NDP).

#### **Step 1:**

is to convene an area-based Land Committee with representation by all interest groups such as Department s and agents of the State, farmer organizations, financial institutions including the Land Bank. The first task of this area-based initiative is to decide on a short and long term vision for land reform in their area of jurisdiction: for example, do they want only small-scale farmers, do they want to encourage the production of any particular crop or livestock enterprise, can they identify agro-processing opportunities that are suited to their area, etc.? This vision will guide their selection of prospective farmers, as is shown below. Importantly, the District Committee also considers what farmer support services, from hard infrastructure to farmer support, is required in their area of jurisdiction in order to secure the success of their vision of land reform, and starts to negotiate its provision with the relevant stakeholders. Importantly, the NDP argues that successful land reform requires that the appropriate farmer support services (access to rights in land and to supply chains such as export licences; access to input and produce markets, the appropriate physical and institutional infrastructure, access to inclusive financial services and to research and extension services, et c.) should be in place *ex ante*. Without farmer support services, land

reform will fail. *Ex post* provision of services such as those produced via CASP and RECAP are invariably too little and too late, and are not a substitute for the real thing.

### **Step 2**

is where the Committee identifies 20 per cent of the privately owned commercial farm land in their area of jurisdiction that is available for land reform. In the short term (the first year or so) this will most likely be state land, municipal commons, land already purchased for land reform but not settled, farms that are under severe financial stress and commercial farmers willing to offer land for sale, while in the longer term (around five years), other farms will be identified. The Committee then sets criteria for tenders for the beneficial use of the targeted farm land, and invites tenders that meet these criteria. It is important that this should be a transparent process, with well-reasoned criteria. The criteria could include factors such as the age and formal educational status of the prospective beneficiary, their farming experience, the presence of a mentor, the 'fit' between their business plan and the vision of the District Committee, etc. The successful tenders will immediately be put on a professionally managed performance monitoring system that will be in place for at least the first three years of their new venture.

### **Step 3:**

would usually commence with a scheme to purchase land for land reform. However, in the Stellenbosch case, the land will stay in the possession of the Municipality, at least in the medium run. For this reason, the scheme will commence with the free provision, for the first three years, of farming requisites (seed, fertilizer, agro-chemicals, fuel, maintenance and repairs, packaging, etc.), working capital (machines, equipment, animals, buildings, etc.) and land rental once the successful beneficiaries are identified. To this end current commercial farmers can be partnered with the new farmers, and the Municipality can coordinate with the Provincial Department of Agriculture for access to CASP funding as well as other government agencies where support is already given. It is important, however, to note that the Municipality has no jurisdiction over land reform, and cannot be expected to finance this aspect of the scheme - it can at best voluntarily coordinate the provision of support. Next, if the farmer fails the performance appraisal in the third year, they lose their preferential access to the land. In the case that she or he passes this test, the Municipality is free to increase the length of the lease immediately, or in increments, and phases a market rate of rental in over four years at 25 per cent increments per year. In year 4 (i.e. after 7 years in total) the Municipality may, if it deems this to be in the best interests of the Stellenbosch community, sell the land to the beneficiary, who, under the NDP proposals, will have recourse to the Land Bank for financing of the mortgage. This means that the new farmer will now either pay a normal market rental in the event that the land remains under leasehold or a normal market premium in the event that title is conferred. From this point onwards (i.e. after seven years), the new farmer may exercise all the rights of ownership of the lease or the title deed that accrue to any farmer within the framework of Stellenbosch Municipality policies - they may sell, buy or hire additional land, etc. Finally, the NDP also provides detailed guidelines on how the new farmers can leverage their participation in the programme to access financing in a manner that allows them a fair chance of becoming successful.

Note that the NOP is in many respects not prescriptive and is encouraging of local initiatives to address local problems. In particular, the NOP proposals encourage experimentation with:

- 3.1.1 The criteria by which success in land reform should be measured, whether this be the number of hectares transferred, the number of beneficiaries assisted, the reduction in income inequality in the area, etc. This is something that should form part of the vision for land reform, as discussed under Step 1.
- 3.1.2 The sequence of land reform implementation: In particular, it does not prescribe that a representative, area-based land committee be set up prior to the implementation process. This would especially be the case where the democratically elected local government authority takes the lead. It also does not prescribe that step 1 should precede step 2, etc.
- 3.1.3 Who should participate in the land committee?
- 3.1.4 How the Committee is to arrive at a longer term vision for land reform in its area of jurisdiction, and what that vision should look like.
- 3.1.5 What farmer support services are required, who should provide them, and how should they be provided: as long as they are planned for ex ante, and actually implemented.
- 3.1.6 The nature and origin of land targeted for early implementation of the vision for land reform. In this case, it is municipal land that is not currently encumbered or that will become so in the near future. This could, in other words, form the vanguard of a wider land reform program in the Stellenbosch Municipal area.
- 3.1.7 The criteria by which beneficiaries will be selected: The NOP is, however, prescriptive about performance monitoring of the beneficiaries and about how access for them should be financed (see Steps 2 and 3) in order to improve the prospects of success.

### 3.2 Relevant legislation

The legislative framework for the management of the Stellenbosch municipal property is contained and governed in a number of laws, including but not limited to:

- The Local Government: Municipal Finance Management Act 2003, Act 56 of 2003 (MFMA), in particular section 14, which deals with disposal of capital assets;
- The Local Government : Municipal Asset Transfer Regulations, 2008 (M ATR), which governs
  - The transfer and disposal of capital assets by municipalities and municipal entities; and
  - The granting by municipalities and municipal entities of rights to lease, use, control or manage capital assets;
- Any other applicable legislation, regulations and policies that may govern the disposal, letting or transfer of ownership of municipal land and related activities that are not in contradiction with the primary legislation referred to above.

Further relevant pieces of legislation governing property management include the following:

- Broad Based Black Economic Empowerment Act (Act No. 53 of 2003);
- Constitution of the Republic of South Africa, 1996;
- Extension of Security of Tenure Act ( Act No. 62 of 1997);
- Local Government : Municipal Structures Act (Act No. 117 of 1998);
- Local Government: Municipal Systems Act (Act No. 32 of 2000);
- Preferential Procurement Policy Framework Act (Act No. 5 of 2000);
- Property Rates Act (Act No. 6 of 2004);
- Land Reform: Provision of Land and Assistance Act, 1993 (Act No. 126 of 1993).

## 4 THE IMPLEMENTATION PLAN

### 4.1 Guiding principles

The following principles will guide the implementation of this Policy:

- 4.1.1 Promote social integration, provide redress to the Council's existing spatial inequalities, build strong and dignified communities and provide adequate infrastructure for easier access to places of work.
- 4.1.2 Optimizing property, in particular municipal agricultural land as a sustainable resource to provide better economic growth and improve agricultural diversity with regard to value adding to fresh produce.
- 4.1.3 Promote land reform by fundamentally changing unequal land ownership patterns through optimization and redistribution of long term leased land, especially that which is lying fallow.
- 4.1.4 Use property as a catalyst for economic development by establishment of agriculture beneficiation nodes.
- 4.1.5 Acquisition of additional municipal agricultural land to further the Municipality's strategic objectives.
- 4.1.6 No rights or usage of municipal owned land shall be sublet or ceded to a third party without the prior written approval of the municipality.
- 4.1.7 Under no circumstances should any mining of land, excavation of soil for selling purposes or any permanent damage to land be allowed.
- 4.1.8 No new buildings shall be permitted on leased municipal land whether long term or not unless with specific agreement of the Council and then for a use and in a style that complements the environment.
- 4.1.9 Utilization of land and other immovable assets is guided by the Municipality's Integrated Development Plan (IDP), the Spatial Development Framework and the Local Economic Development Strategy
- 4.1.10 Create an enabling environment to users of the land to participate meaningfully in agricultural activities to:
  - 4.1.10.1 Promote entrepreneurship
  - 4.1.10.2 Contribute to food production and economic opportunities
  - 4.1.10.3 Leverage the expertise and markets of existing commercial farmers to assist emerging farmers through partnerships and/or shareholding especially new entrants.



## 4.2 Bill of Rights - Equality

Fundamental human rights are entrenched in Chapter 2, sections 7 to 39, of the 1996 Constitution. *'The Bill of Rights is a cornerstone of democracy in South Africa. It enshrines the rights of all people in our country and affirms the democratic values of human dignity, equality and freedom. The state must respect, protect, promote and fulfil the rights in the Bill of Rights.'*

Rural development is a central pillar of the struggle against unemployment, poverty and inequality. High levels of rural poverty and inequality inhibit the growth of the economy and undermine any efforts to ensure that growth is more equitably shared amongst citizens.

Although agriculture is not a local government mandate, Council has a developmental role to play in facilitating and advancing rural development to bring about sustainable change in the socio-economic situation of the area and to support economic growth. This developmental role is further emphasized in sections 152 and 153 of the South African Constitution.

The objects of Local Government in particular are set out in section 152 of the Constitution, which reads thus:

*"{1} the objects of local government are-*

- (a) to provide democratic and accountable government for local communities;*
- (b) to ensure the provision of services to communities in a sustainable manner;*
- (c) to promote social and economic development*
- (d) to promote safe and healthy environment and;*
- (e) to encourage the involvement of communities and community;*
- (f) Organization in the matters of local government.*

*(2) A municipality must strive with its financial and administrative capacity to achieve the objectives as set out in this sub-section.*

*{3} The Constitution further determines that local government shall have the developmental duties as set out in section 153 that reads as follows:*

*'A municipality must-*

- (4) Structure and manage its administration and budgeting and planning processes to give priority to the basic needs of the community, and to promote the social and economic development of the community; and*
- (5) Participate in national and provincial development programs .''*

A reformist policy, particularly incorporating previous disadvantaged groups, is to be implemented in line with the above objectives prescribed for local governments. This policy must at all times include the fair distribution of the land with particular reference to optimal production and allocation to suitable qualifying beneficiaries.

Considering the fact that the bulk of Stellenbosch municipal agricultural land has already been allocated in long term leases, there is limited agricultural land available which can be gainfully applied. A further hindrance is the availability of water without which agricultural land is virtually worthless as far as viticulture and fresh produce is concerned.

It is therefore incumbent on the administration of the Municipality to ensure that the limited land currently available is optimized for the benefit of the community as a whole without taking away from the historical heritage which ensures economic progress.

#### **4.3 Sustainable development**

Implicit in the concept of sustainable development is the requirement that a broader view of the Stellenbosch economy is always at the forefront of the process; the town and surrounds are highly dependent on the historical heritage and tourism and agriculture which are the main sources of job creation.

Sustainability in this instance implies the use of land to feed urban residents and to provide for additional economic value, but not to harm the aesthetic appearance and ambiance of the countryside which is the attraction for tourism income.

Due regard for the scarcity of water and prudent use of other resources together with the application of innovative new methods of farming lies at the bottom of these efforts.

Recognition should be given to the wealth of farming experience on the one hand but a lack of business acumen on the other which should direct any training efforts towards access to markets and proper planning for the longer term. It is also essential that new farmers pool their resources to obtain maximum value for their produce.

As the right Partner can add immeasurable value to particularly HDI beneficiaries it is incumbent on the Operational Committee to facilitate, where possible, that such a Partner is introduced and that the required steps is followed to ensure that an equitable arrangement is reached with the HDI not forfeiting more than 49% of the shares.

#### **4.4 Council powers**

The Council is permitted to:

4.4.1 Reserve and manage immovable property in its ownership for municipal purposes in a manner that supports its strategic objectives and permit such property to be enclosed and cultivated.

4.4.2 Reserve and manage immovable property in its ownership for municipal purposes aligned with operational needs.

- 4.4.3 Acquire immovable property and rights in property by way of private treaty, cession, donation and expropriation to support its strategic objectives.
- 4.4.4 Alienate immovable property and rights in property by way of direct sale, public tender, auction and donation.
- 4.4.5 Let immovable property in its ownership on a long term or short term basis by way of direct negotiation or public tender.
- 4.4.6 Acquire, use or dispose of any capital assets owned by the Municipality, unless it is precluded from so doing by law or the conditions under which such immovable assets were acquired by the Municipality.

#### 4.5 Guidelines for land allocation

The Policy prescribes the following guidelines to be followed by Council for the allocation and management of municipal agricultural land within the framework of compliance with the applicable legislation and regulations:

- 4.5.1 In a bid for municipal agricultural land, where bidders are equally competitive; preference will be given to HDI's.
- 4.5.2 In this event cognisance should be taken of Chapter 7 of the Draft policy on the Management of Municipal Immoveable property that deals with "preference points".
- 4.5.3 Special affirmative measures towards HDI's may be applied by the Municipality to ensure fairness in the disposal process of agricultural land in accordance with the Preferential Procurement Regulations.
- 4.5.4 Ensure the protection or advancement of persons, or categories of persons, disadvantaged by previous unfair discrimination.
- 4.5.5 Market forces will always be the point of departure in any land or property transaction and this must be recognised and acknowledged.
- 4.5.6 Preference will be given to bids that support economic development initiatives on a macro scale, including tourism initiatives;

- 4.5.7 May enter into Public Private Partnership agreements but only in accordance with the provisions of Section 120 of the MFMA.
- 4.5.8 Aim to redress past land ownership patterns to reflect the population demographics of the Municipality.
- 4.5.9 Council reserves the right not to dispose of any portion of land.
- 4.5.10 Compliance with the Local Agenda 21 principles of sustainable development and environmental preservation.
- 4.5.11 Council will respect all current ownership and other vested rights to property.

Current long term lease agreements pertaining to agricultural land should be revisited, especially where land is not currently being optimally used, with the aim of achieving socio-economic development, providing access to land for eligible emerging farmers and in fulfilling council's strategic objectives. Local Economic Development should therefore on a continuous basis verify that land allocated on long term leaseholds to established farmers; industry and other bodies is used for the purpose for which it was allocated on a regular basis.

#### 4.6 Institutional & Governance Structure

While the details can be worked out when appropriate, the institutional structuring for the implementation of this draft policy will consist of the following :



Figure 1: Institutional & Governance Structure

#### 4.6.1 Compilation of a Strategic Advisory Committee:

It is suggested that a Committee be established to play a key role in municipal agricultural land administration and management in line with the applicable legislation as explained in section 3. The committee should ideally comprise of:

- The Municipal Manager (or assigned)
- Director: Planning and Economic Development (including officials from LED),
- Director: Integrated Human Settlements and Property Management (including officials from Property Management)
- Senior Legal Advisors of Legal Department;
- Western Cape Department of Agriculture;
- Department of Water Affairs
- Winelands Water Board
- Stellenbosch University
- Department of Rural Development and Land Reform
- Special Purpose Vehicle
- Organised stakeholders with formalised relationships, e.g. Agricultural Society
- Any other relevant stakeholder as approved by the Municipal Manager

Guided by the Policy principles as stated earlier, the responsibilities of the Strategic Advisory Committee are varied and include the following:

- Providing strategic land access management and information to Council (among others)
- Changing the existing land ownership patterns whilst respecting and upholding current property rights. This should be undertaken by terminating current leases where municipal agricultural land is not currently being used optimally;
- Ensure the productive and sustainable use of land to attain both household and food security as well as increase agricultural output;
- Provide sound and competent advisory service regarding municipal agricultural land allocations and matters of access;
- Identify where to acquire land from and identify eligible occupants based on specified criteria
- Ensure compliance with the relevant strategic plans, policies and legislation;
- Ensure equitable balance between interests of the public,
- Ensure that inter-departmental and inter-sectorial cooperation and alignment takes place;
- Ensure alignment with National Development Plan, Municipal Integrated Development Plan, Municipal Spatial Development Framework and other relevant development plans;
- Supporting the formulation and implementation of limitations on land holdings and monitor ownership patterns in the Stellenbosch Municipal area ;

Coordinate the municipal agricultural land allocation system to ensure the success of implementing this policy;

#### 4.6.2 Compilation of an Operational Committee

Guided by the Policy principles as stated earlier, the responsibilities of the Operational Committee are varied and include providing land administration and information to the Strategic Advisory Committee. It is recommended that the following departments form part of the Operational Committee:

- Property Management
- Local Economic Development
- Legal Services
- Environmental Management

The functions of this Committee will be to:

- Facilitate partnerships between established and emerging farmers, industry and government to facilitate investment, sustainability and efficiency of farming enterprises.
- Coordinate local support services.
- Receive and review land applications and/or proposals in terms of principles and specified criteria as set out in this policy and the applicable legislation.
- Maintain a database or register of land inventory and conduct a land audit periodically.

#### 4.7 Criteria to obtain access to land

Rural development and land reform are not municipal functions per se; however, rural development has a spatial dimension and is implemented in municipal spaces. Therefore, the role of local government cannot be overemphasized.

As the custodian to relatively large tracts of land, Stellenbosch can make a meaningful contribution to Government's efforts to correct disparities in land use as a result of policies of a previous dispensation. The Municipality has a core responsibility to acquire and avail land, in the first instance, for its own use for purposes of developing and maintaining municipal infrastructure, promoting service delivery and for facilitating social and economic development and spatial integration.

The Municipality has a further responsibility in terms of acquiring, managing, developing and releasing its land and other immovable assets and rights on behalf of its residents and ratepayers. In this regard, the key consideration is that the best interests of the Municipality (and thus its residents) should be paramount in all land transactions that the Municipality enters into.

Beneficiaries will be selected from lists compiled from advertising in all the printed media in Stellenbosch. The advertisements will specify the size and type of land available and for which type of farming or land use the land is earmarked. Applicants for land lease must complete a set of documents obtainable from LED which will specify inter alia:

- What documents should be attached to the application (ID's etc.)
- Type of application (Cooperative, Trust or individual Farmer)
  
- Farming category: Community gardens; emerging farmers; commercial farmers
  
- Agricultural beneficiation: Development or use of existing or agreed infrastructure for value adding by refinement, bottling, packaging, processing, etc.
  
- A business plan covering:
  - Proposed business model
  - Production viability
  - Market access
  - Financial Viability
  - Support Services
  - Financial model.
  
- Further criteria as occasioned by the needs of the specific project, which may include, where appropriate:
  - A residential requirement (e.g. must have been a resident of Stellenbosch for a period of 10 years or more);
  - Experience in farming and/or business management at an appropriate level;
  - A means test income requirement;
    - Monthly cash flow or banking statements
    - Assets owned without encumbrance
    - Assets available but encumbered
  - Partnership and cooperation with a mentor if required;
  - Attendance of human development opportunities as prescribed;
  - Compliance with the policies of the Municipality and other applicable legislation and with the rules and regulations as set out by the Municipality from time to time.
  
- The criteria and process to be determined by the Municipal Manager and may vary on project to project basis based on the following principles:
  - Must be a South African citizen
  - Must be an adult.
  - Must be of a previous disadvantaged group
  - Must at least have been a permanent resident of Stellenbosch Municipal Area (minimum 5 years) on a sliding scale.
  - Must have a proven agriculture track record weighted by the fact that such a person have been employed in an overseeing capacity.
  
- Supply chain guidelines to be followed.



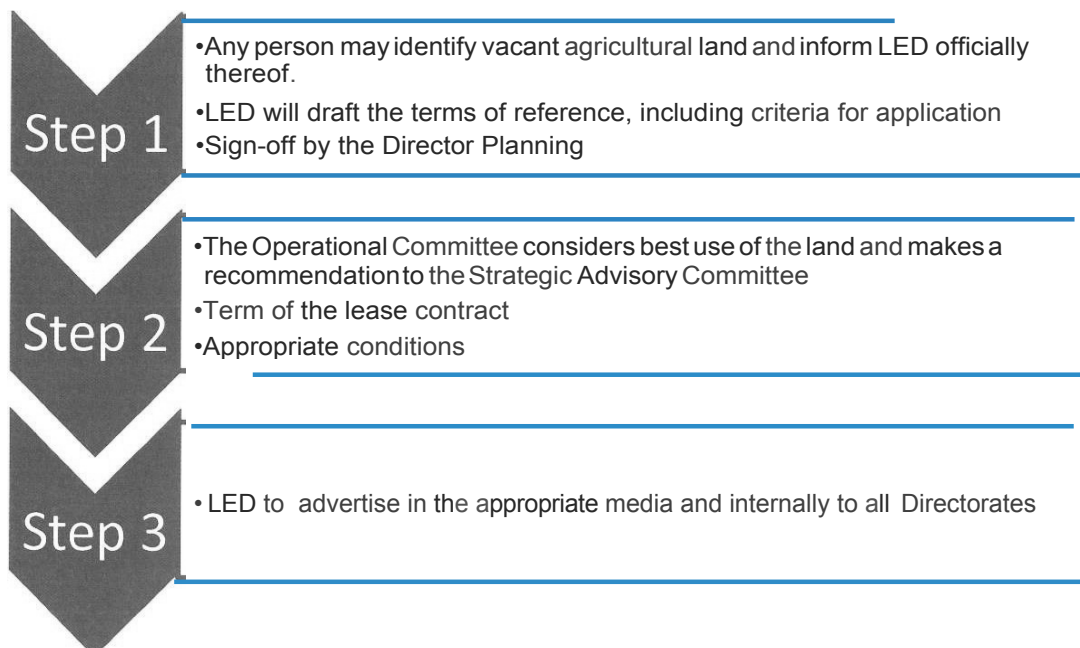
#### 4.8 Exclusions

Land allocation will exclusively be made available for agricultural purposes and beneficiation of locally produced products. Due to the fact that the historical character and rural ambiance is important to maintain the status quo of Stellenbosch as destination of choice which is responsible for an important part of the local economy, all efforts must be made to conserve the natural environment. Unless by special decision of the Municipal Council, no agricultural land will be made available for industrial, residential, special nodal developments or any such developments that may take away from the charisma of the District or reduce farmland as a resource

- No permanent land rights for inefficient land users. Therefore continuous review, evaluation and increased productivity checks will be put in place;
- Immediate exclusion for any fraudulent activities by beneficiaries in application, during process or after allocation resulting in disqualification and prohibition of future participation (of the beneficiary or beneficiary group);
- Ensure land access only to capable, skilled, hardworking groups without farming activities in other regions of South Africa or internationally;
- Discourage speculative and unproductive land use.
- Save with prior approval, the municipal agricultural land may only be used for the purpose for which occupation was granted and purposes regularised by the relevant zoning schemes.

#### 4.9 Process to acquire land or rights on agricultural land

The disposal of agricultural land and the awarding of rights in agricultural land will be dealt with in terms of this policy and the applicable legislation.



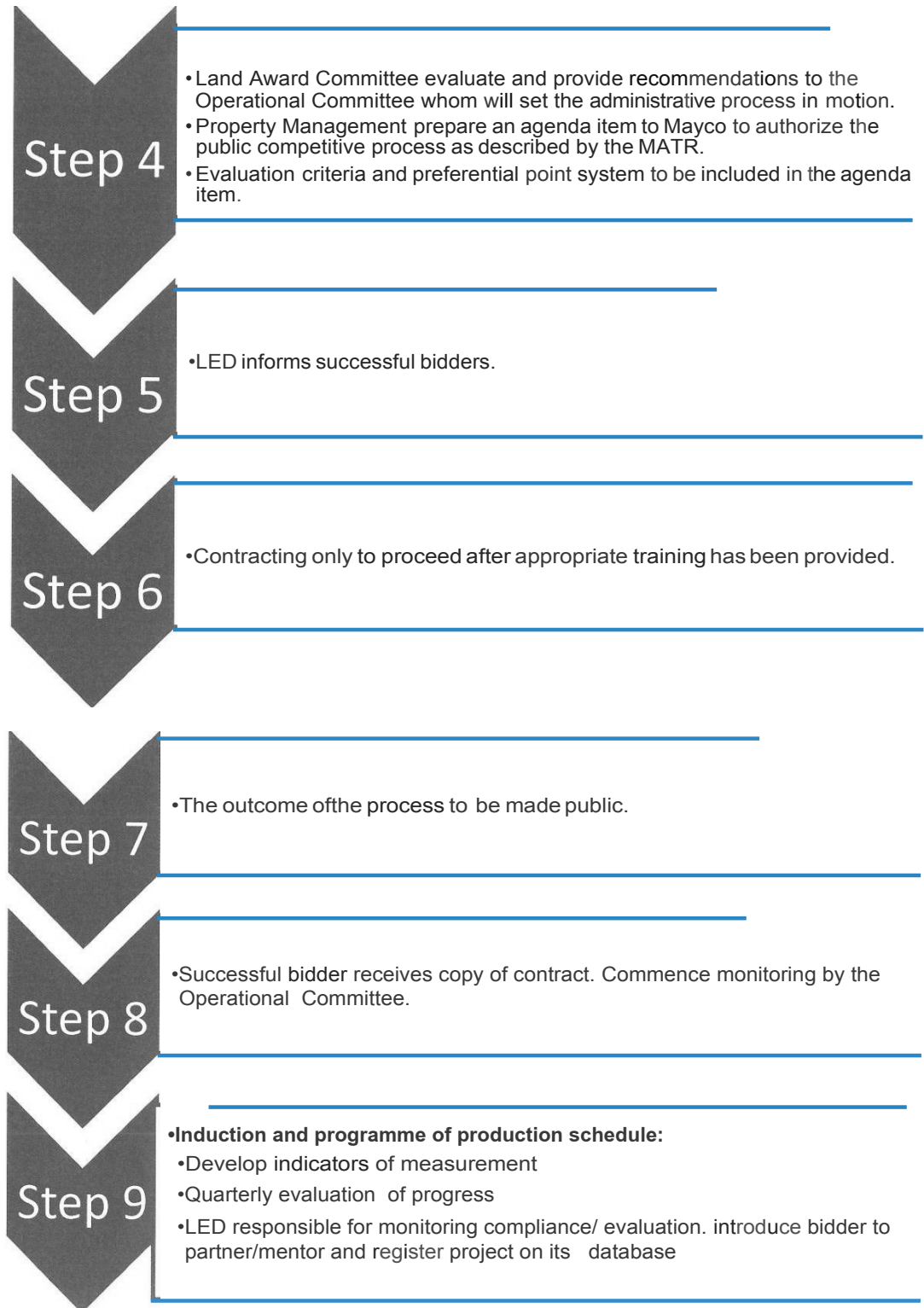


Figure 2: Process to acquire land or rights on agricultural land

#### 4.10 **Monitoring and evaluation**

The municipality does not have the capacity to monitor and evaluate the progress of agricultural land and the farming practices in general. It is therefore imperative that Partners / Mentors must be found to assist in the process to not only mentor a new generation farmers but also take up the responsibility to oversee proper farming processes that is in the best interest of Stellenbosch.

It will however be in the best interest of Stellenbosch municipality to have its own database of Partners/ Mentors and therefore LED will set a process in motion to identify willing and able persons, with expertise not only in agriculture, but also in other aspects (e.g. beneficiation) relating to farming enterprises.

#### 4.11 **Policy Reviewprocess**

- o This Policy shall come into effect on the date of the Council resolution;
- o This Policy may be reviewed annually and when required by way of Council resolution.

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## 6 ANNEXURE A: Municipal land under leasehold

### 6.1 Land currently under long term leasehold

Property description	Size	Lessee	Contract Period
29	40 ha, no water	<b>Vacant</b>	
165/1	0,14 ha, no water	<b>Vacant</b>	
165/1A	10,5 ha, no water	<b>Vacant</b>	
183	1,55ha, no water	<b>Vacant</b>	
183A	35.54 ha, 12,0 ha water	W.S Smit Boerdery (Edms) Bpk	01/04/1994- 31/03/2044
183B	11 ha, 3 ha water	W.S Smit Boerdery (Edms) Bpk	01/04/1994- 31/03/2044
183C	8,5 ha, 2 ha water	W.S Smit Boerdery (Edms) Bpk	01/04/1994- 31/03/2044
183D	24 ha, 8 ha water	Joretha Boerdery	01/04/1994- 31/03/2044
183E	21,84 ha, 7 ha water	Devon Valley Boerdery (Edms) Bpk	01/04/1994- 31/03/2044
183F	8,13ha, 3 ha water	Devon Valley Boerdery (Edms) Bpk	01/04/1994- 31/03/2044
183G	0,43 ha, No water	Devon Valley Boerdery (Edms) Bpk	01/04/1994- 31/03/2044
183/23	20,5 ha, 8 ha water	W.S Smit Boerdery (Edms) Bpk	01/04/1994- 31/03/2044
203/2A	4,36 ha, 2 ha water	Devon Valley Boerdery (Edms) Bpk	01/04/1994- 31/03/2044
279A	6,8 ha, 5 ha water	Asara Properties (Pty) Ltd	01/04/1994- 31/03/2044
279BN	25,3 ha, no water	<b>Vacant</b>	
279D	5 ha, no water	<b>Vacant</b>	
295/3 Remainder Erf 376 Remainder Erf 9190	70,4 ha, 10 ha water	Stellenbosch Golf Club	20/12/1994- 31/03/2041
352/2	.0297 ha, no water	Okkie Jooste Kampterrein	24/03/1934-23/03/2033
352/2 other	174,8 ha, no water	MTO	24/03/1934-23/03/2033
368/2	3,5 ha, no water	<b>Vacant</b>	
369/C	3,5 ha, no water	<b>Vacant</b>	
369F	8,5 ha, 2,5 ha water	Paradyskloof Boerdery (Edms) Bpk	01/04/1991-31/03/2041
369P	60,5 ha, 25 ha water	KWV (Pty) Ltd	01/04/1991-31/03/2041
369T	1,2 ha, no water	Paradyskloof Tennis Club	21/06/1999-20/06/2041
369U	0,31 ha, 0,1 ha water	Paradyskloof Boerdery (Edms) Bpk	01/04/1991-31/03/2041
369V	2,84 ha , 0,9 ha water	Paradyskloof Boerdery (Edms) Bpk	01/04/1991-31/03/2041
369W	38,1 ha, 11,4 ha water	Paradyskloof Boerdery (Edms) Bpk	01/04/1991-31/03/2041
377A	9,42 ha, no water	<b>Vacant</b>	
377B	16,27 ha, no water	Goedvertrouw (Kirsten)	01/04/2007-31/03/2032
377C	36 ha, 10 ha water (Originally 39,4ha see erf 9190)	J.P Roux & Son	01/09/1999-31/03/2041
Lease Area 2 of over Rem Erf 9190 (Originally part of 377 C)	3,4 ha, no water	J.P Roux & Son	01/09/1999-31/03/2041
Lease area 1	16,2241 ha, 12 ha water	Blaauwklippen Agricultural	01/09/1999-31/03/2041



over Rem Farm 377 (Originally part of 377F)		Estate	
Portion 13 of 491/1	11,36 ha, 5 ha water	Spier Holdings (Pty) Ltd (Newshelf 31 (Pty) Ltd	01/04/1999-31/03/2041
502AA	11,1 ha, 6 ha water	Spier Holdings (Pty) Ltd (Newshelf 31 (Pty) Ltd	01/04/1999-31/03/2041
502AB	17,5 ha, 9 ha water	Spier Holdings (Pty) Ltd (Newshelf 31 (Pty) Ltd	01/04/1999-31/03/2041
502AC	3,5 ha, 1 ha water	Roulou Boerdery Trust	01/04/1999-31/03/2041
502AD	8 ha, 3 ha water	Roulou Boerdery Trust	01/04/1999-31/03/2041
502AE	27,4 ha, 8 ha water	Roulou Boerdery Trust	01/04/1999-31/03/2041
502AF	14,1 ha, 4 ha water	Roulou Boerdery Trust	01/04/1999-31/03/2041
502AG	13,3 ha, 4 ha water	Roulou Boerdery Trust	01/04/1999-31/03/2041
502AH	7,2 ha, 2 ha water	Roulou Boerdery Trust	01/04/1999-31/03/2041
502AJ	10,7 ha, 3 ha water	Roulou Boerdery Trust	01/04/1999-31/03/2041
502AK	22,5 ha, 8 ha water	Poker Hill Vineyards (Pty) Ltd	01/04/1999-31/03/2041
502AL	13,5 ha, 4 ha water	Poker Hill Vineyards (Pty) Ltd	01/04/1999-31/03/2041
502AM	8,56 ha, 3 ha water	<b>Vacant</b>	
502AN	28,5 ha, 9 ha water	Paul Roos Boerdery (Edms) Bpk	
502AP	7 ha, 2 ha water	<b>Vacant</b>	
502AQ	8 ha, 3 ha water	Paul Roos Boerdery (Edms) Bpk	
502AR	4 ha, 1 ha water	Paul Roos Boerdery (Edms) Bpk	
502AS	26,5 ha, no water	H. W Gebers	
502AU	8,9ha, no water	<b>Vacant</b>	
205AW	6 ha, no water	<b>Vacant</b>	
502AX	6,96 ha, 2,3 ha water	R Myburgh Boerdery	01/04/1991- 31/03/2041
502AY	4,28 ha, 1,3 ha water	H.C Myburgh Boerdery	01/04/1991- 31/03/2041
502BB	18,84 ha, 6 ha water	Roulou Boerdery Trust	01/04/1991- 31/03/2041
502BC	8,5 ha, 2,5 ha water	H.C Myburgh Boerdery	01/04/1991- 31/03/2041
502BD	8,5 ha, 3 ha water	Roulou Boerdery Trust	01/04/1991- 31/03/2041
502BE	11 ha, 4 ha water	Roulou Boerdery Trust	01/04/1991- 31/03/2041
502BFN	15,5 ha, 6 ha water	<b>Vacant</b>	
502BH	65,5 ha, 26 ha water	Organic Small Farm Holding Trust	01/04/1991- 31/03/2041
505BJ	5,9 ha, 3 ha water	Limberlost Berry Farm	01/04/1991- 31/03/2041
502BK	72 ha, 22 ha water	Roulou Boerdery Trust	01/04/1991- 31/03/2041
502BL	12 ha, 4 ha water	Medi-Prop cc	01/04/1991- 31/03/2041
502BM	5,35 ha, 1 ha water	<b>Vacant</b>	
502E	15,5 ha, 5,2 ha water	Gielie Hanekom Trust	01/04/1991- 31/03/2041
502L	28,2 ha, 2 ha water	Stellenbosch Vliegveld Maatskappy	01/04/1991- 31/03/2021
502M	5,1 ha, 3 ha water	Higgs Trust (Pty) Ltd	01/04/2002- 31/03/2041
502N	4,2 ha, 1,5 ha water	Stellenbosch District Riding Club	01/04/1991- 31/03/2021
502R	28, 8 Ha, 8 ha water	Roulou Boerdery Trust	01/04/1991- 31/03/2041
502S	23,6 ha, 7,9 ha water	Gielie Hanekom Trust	01/04/1991- 31/03/2041
502T	11,3 ha, 3,8 ha water	Gielie Hanekom Trust	01/04/1991- 31/03/2041
502V	21,6 ha, 8 ha water	<b>Vacant</b>	
502W	9 ha, 3 ha water	Gielie Hanekom Trust	01/04/1991- 31/03/2041
502X	7,8 ha, 2 ha water .6855ha – sub-leased	Die Groothoek Trust Sub-lease of 6855 ha to Stellenbosch Restaurant CC	01/04/1991- 31/03/2041
527A	2 ha, 1ha water	G.JC Norval	
527E	14,78 ha, 7 ha water	Blaauwklippen Agricultural	01/09/1999-31/03/2041

		Estate	
527F	53,5 ha, 8 ha water	Redlex 421 (Edms) Bpk	01/04/1991- 31/03/2041
527J	28,3 ha, 9 ha water	Nietbegin Boerdery	01/04/1991- 31/03/2041
528A 529C	20,3 ha, 2 ha water	Mountain Breeze Caravan Park cc	01/04/1991- 31/03/2021
529A	51,7 ha, 25 ha water	P.G Du Toit Boerdery	01/04/1991- 31/03/2041
529B	17,4 ha, 9 ha water	Redlex 421 (Edms) Bpk	01/04/1991- 31/03/2041
619/1	26 ha c/water	<b>Vacant</b>	
1024/1 Franschoek	43,7 ha, no water	Franschoek Trust	11/08/2012
1135/1	127,2 ha, no water	Theewater Bevaria	20/06/2032
Lease area 1 over Rem Erf 9190 (Originally 377F)	6,418 ha, no water	Blaauwklippen Agricultural Estate	01/09/1999-31/03/2041
Total leased	1 416.79ha		
Total vacant	286.34 ha		
Total	<b>1703.13 ha</b>		

## 6.2 Current vacant land

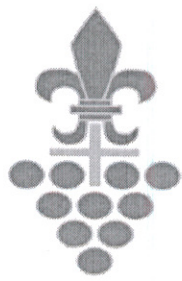
Property Description	Size	Total	Water
29(26)	40 ha No water	40	
165/1A	10.5 ha No water	10.5	
165/1B	0.14 ha No water	0.14	
279BN	25.3 ha No water	25.3	
368/2	20ha	20	
369/C	3.5 ha No water	3.5	
377A	9.42 ha No water	9.42	
502AM	8.56 ha 3 ha water	8.56	3
502AP	7 ha 2 ha water	7	2
502AU	8.9 ha No water	8.9	
502AW	6 ha No water	6	
502BFN	15.5 ha 6 ha c/water	15.5	6
502BM	5.35 ha 1 ha water	5.35	1
502V	21.6 8 ha water	21.6	8
619/1	26 ha c/water	26	
<b>Total</b>		<b>207.77 Ha</b>	<b>20 Ha</b>

### 6.3 Stellenbosch municipal land under Empowerment projects

Farm Number	Size (approximate)	Owner	Water available
377c	36 Ha	Eerste Oorkant Boerdery	10 ha water
2/9190	3.4 Ha	Eerste Oorkant Boerdery	No water
502 AX	TBC	TBC	TBC
502AY	TBC	TBC	TBC
502BC	TBC	TBC	TBC
502BH	65 Ha	Organic Small Farm Holding Trust	26ha water
502BL	12 Ha	Medi Prop	4ha water
502M	5.1 Ha (60%)	Higgs Trust (Pty) Ltd J de Munk	3 ha water
527F	53.5 Ha (51%)	Redlex 421 (Edms) Bpk	8ha water
529B	17.4 Ha (51%)	Redlex 421 (Edms) Bpk	9ha water
<b>Total</b>	<b>212.16 Ha</b>		



**APPENDIX 3: ATTENDEES TO THE INFORMATION SESSION.**



# STELLENBOSCH

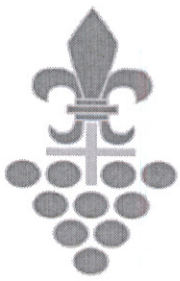
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MUNICIPALITY • UMASIPALA • MUNISIPALITEIT

## AGRICULTURAL LAND – BRIEFING SESSION 22 MAY 2018 @ 10:00 – PLEIN STREET LIBRARY HALL

	NAME & SURNAME	ADDRESS AND CONTACT DETAILS	SIGNATURE
1	Fred. Abselen	29 Jacaranda Street, Bloetsville Stellenbosch	
2	NININI SAMSON NGXUBULA	B144 NOLALI STREET KLAYAMANDI	
3	Vuyiwe Hani	34 Masithandane Street, 076 523 5389	
4	Jerome Thomas	PO Box 175, Mulderskui, Stellenbosch - 7607	
5	GEOFF BROWNE	PO Box 4 FARM 619	
6	WILHELM VAN NIEKERK	" " " "	
7	SIPHAMANDA Mabesi	811 4th Avenue Kayamandi Stellenbosch 7600	
8	Byron Ruess	37 Dahlia Street, Idas Valley.	
9	Ashley Menter	Johannesdal Kumley's 16 0937034295	
10	Zerani Mithi	B58 Maweni Street, Kayamandi Stell. (074 686 6916) / UKukhanya.project@gmail.com	





# STELLENBOSCH

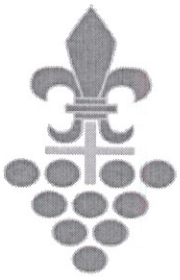
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## AGRICULTURAL LAND – BRIEFING SESSION 22 MAY 2018 @ 10:00 – PLEIN STREET LIBRARY HALL

	NAME & SURNAME	ADDRESS AND CONTACT DETAILS	SIGNATURE
1	Richard Comfissien	Kingsstraat 16, Cloetesville, St. Bosch	
2	Gle Watson	De Talle, HOVA, Ruy.	
3	S.W Ntshahle	49 Ceolile Street K-mandi	
4	Patricia Makwasa	D130 Mondé Crescent Kayamandi, Stellenbosch 0760525176	
5	CAROL PIETERS	CALANCE FAE STELLENBOSCH	
6	Fezile RAMLWANA	WATERGANG, KAYAMANDI	
7	Malebogo Phetlu	DOA	
8	SYDNEY CLAASSEN	Pinehaven Agri Trading	
9	Charles Quint	Pinehaven Agri Trading	
10	Julian Zetter	LIMBERTOOST, P.O BOX 46 Lyndoch	





# STELLENBOSCH

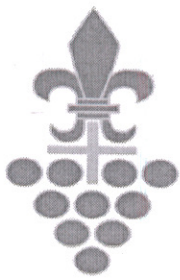
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## AGRICULTURAL LAND – BRIEFING SESSION 22 MAY 2018 @ 10:00 – PLEIN STREET LIBRARY HALL

	NAME & SURNAME	ADDRESS AND CONTACT DETAILS	SIGNATURE
1	James Williams	KROMME RHEE Huis P.6. Roelenhof 7605 James.Williams@stellenbosch.gov.za	
2	Thebo Ledwaba	856 Bas. Street Kayamandi Stellenbosch 7607	
3	Bonga Ngweni	Kayamandi Stellenbosch et Makwulu Street I107 Code: 7600	
4	Mondolosi Mxheba	Zone 074 D Luyolo Street Kayamandi Stellenbosch 7600	
5	Willig Booysen	23 JOHNSON STRAAT IBasvalle Stellenbosch 7600	
6	V. Malunias	5 van geendt De Zalze Ward 21	V.M.
7	Ruud Carlissen	16 King Street Cloofsville Stellenbosch	
8	SIXOLE GEWABE	13 EAGLES NEST SUMMINGDAL 0836207648	
9	CRAIG DUNSTAN	13 OSTARA AVE. JUMESTOWN	
10	HILTON ALENISE	131 WEBERS VALLEY RD JAMESTOWN	





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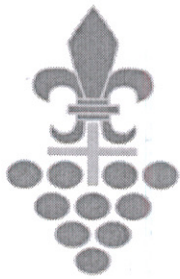
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## AGRICULTURAL LAND – BRIEFING SESSION 22 MAY 2018 @ 10:00 – PLEIN STREET LIBRARY HALL

	NAME & SURNAME	ADDRESS AND CONTACT DETAILS	SIGNATURE
1	Terrance Siabrity	0737733588/021-8896623 43 William Street, Cloetshuis, S/Bosch	
2	Wendy Petersen	52 Wilderbosch, Paarl, 0825784465	
3	Carmen Stevens	9 Panorama Street, Somerset West 0825571476	
4	William Matimba	NS8 7th Avenue 0839786416	
5	Emmanuel Nkumbi	080 Bassie Str 0724283552	
6	B. TAFEMI	5233 Bassie 0710015461	
7	T. Masokanye	B150 Kayamandi 0784015995	
8	Lyle Tinter	0765810705 lyle and taganne @ ymail.com	
9	TEMBELANI SIYO	0718456530 Room 13 u/s Hostel MPUTA CLOSE	
10	MAVIS Nongogo	zone 0369 Khayamandi 0784660403	





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## AGRICULTURAL LAND – BRIEFING SESSION 22 MAY 2018 @ 10:00 – PLEIN STREET LIBRARY HALL

	NAME & SURNAME	ADDRESS AND CONTACT DETAILS	SIGNATURE
1	Deonand C Sneyer	54 Juffensbreck Str Tokus Valley Stellenbosch deonand@sneyer.co.za 0797629954	
2	CHARME JEAN	12 Pniel STR Pniel 064 1150302	
3	GLORIA MASIZA Johannes ANDREWS	940 10th Str, Kayamandi Stellenbosch 071 8211024 0996990958	
4	M Bergstedt	37 Etke str cloetesville 062 5564678	
5	B. Cortereal	Cloetesville 071 3688104 76 Williams str 076 8026128	
6	J West	June Westoolw@w@gmail.com 33 Brooks Ave. Pniel. 0611 926753	
7	A.T. Tshatani	L 33 M Jandana 0731933566	
8	KWEZA NOMONDE	L 33 M Jandana 076 965 2073	
9	KENNETH S. KHATI	MASHANDANE No. 33 0727806547	
10	T. Oldjhu	N12, 13th Street, Kayamandi 0718552751 Forms → oldjohnn@gmail.com	

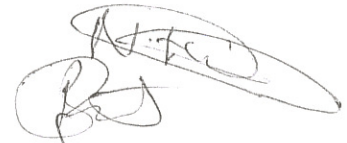
Andrew  
~~Ntandokazi~~  
Ntandokazi  
Thandiwe  
Sindiswa  
Sethu

SAMUEL S  
~~Ntandokazi~~  
Ntandokazi  
Mtyingizani  
Mabodane  
SITHIMAN

25 NOBLE STREET  
0820773785

0739140918 2698 Watergang Keyamandi.  
0844656615 Keyamandi

07345 89321 Khayamdi  
0836333277 NICTvoerbij  
Soaimanj@arc.agric.za.





Lwando Botzomane 3rd avenue Kayamandi 0604079676

Jo-andra Gregory 3rd Jordaan Str Idas Valley 0847053182

GRAAT VISAGIE 11 HINE STR 0827774178  
WILLIAM RUITERS 37 DALHIA STR IDAS VALLEY

FARIDA MARTIN 11 LAKAY STR STELLENBOSCH 0731321078

SHARIEF SOLOMON 53 TROBELLUS CRESC. 0760255520  
0832297548

Paw  
Mpho  
Khawbole (Mpho Mpotololo@gmail.com) Khayamandi  
Mpotololo Khayamandi 0726108441  
(mpho.mpotololo@gmail.com)  
0126270194

MZWABANTU  
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Ntsunguzi 1260 Retreat Road Kayamandi 0842080881  
tohekantsunguzi73@gmail.com

TOBEKA C.  
Ntombekoye Lenda Ntombekoye Lenda  
Ntombekoye Lenda 0839743285  
ntombekoyelenda@gmail.com

CRAIG DUNSTAN - dunstancraig@gmail.com



**APPENDIX 4: EXTENSION OF THE CLOSING DATE FOR APPLICATIONS**

## EXTENSION OF CLOSING DATE FOR OFFERS - LEASE OF MUNICIPAL AGRICULTURAL LAND

The Stellenbosch Municipality advertised for the lease of 12 identified portions of agricultural land on the 12<sup>th</sup> of April 2018. The application closing date was set for the 11<sup>th</sup> of May 2018. Due to various requests from interested individuals it was decided to extend the closing date to the 30<sup>th</sup> of September 2018.

To accommodate all interested emerging farmers, a briefing session will be held on Tuesday the 22<sup>nd</sup> of May from 10:00 – 13:00 in the Plein Street Library Hall (2<sup>nd</sup> floor).

For more information contact Melissa Nel at [Melissa.Nel@stellenbosch.gov.za](mailto:Melissa.Nel@stellenbosch.gov.za) or at 021 808 8173.

## VERLENGING VAN SLUITINGSDATUM VIR AANSOEKE OM HUUR VAN MUNISIPALE LANDBOUGROND

Stellenbosch Munisipaliteit het 12 porsies vakante landbougrond adverteer op die 12de April 2018. Die sluitingsdatum was aangedui as die 11de Mei 2018. Na vele navrae en versoeke van die publiek was daar besluit om die sluitingsdatum te skuif na 30 September 2018. :

Om alle belanghebbendes te akkomodeer sal 'n inligtingsessie gehou word op Dinsdag 22 Mei 2018 om 10:00 – 13:00 in die Pleinstraat Biblioteeksaal (2de vloer).

Vir meer inligting kontak Melissa Nel by [Melissa.Nel@stellenbosch.gov.za](mailto:Melissa.Nel@stellenbosch.gov.za) of telefonies 021 808 8173.

	PROPERTY DESCRIPTION	SIZE	TOTAL (HA)	WATER (HA)
1	165/1A	10.5 ha no water	10.5	
2	279BN	25.3 ha no water	25.3	
3	502 AM	8.56 ha 3 ha water	8.56	3
4	502 AP	7 ha 2 ha water	7	2
5	502 AU	8.9 ha no water	8.9	
6	502 AW	6 ha no water	6	
7	502 BFN	15.5 ha 6 ha c/water	15.5	6
8	502 V	21.6 ha 8 ha water	21.6	8
9	619/1	26 ha no water	26	
10	502 BH PORTION 17&18	5 ha 3 ha water	5	3
11	502M	5.1 ha 3 ha water	5.1	3
12	502W	9 ha 3 ha water	9	3
	<b>TOTAL</b>		<b>148.46 ha</b>	

## APPENDIX 5: PROOF OF PREFERENCES



[EX] Re: Application for vacant Municipal land - Message (HTML)



FILE MESSAGE MIMICAST



Wed 2019/05/22 10:09 AM

Hylton Arendse &lt;hparentse1@gmail.com&gt;

[EX] Re: Application for vacant Municipal land

To: Widmark Moses

Cc: Sharon Pedro; lizanne.arendse@gmail.com; Rikus Badenhorst; Nelmarie Williams

Morning Mr Moses

See below my preference for the vacant municipal land that I applied for:

First Preference: 502V ( 21.6ha 8ha water )

Second Preference: 502BFN ( 15.5ha 6ha water )

Third Preference: 502 AM ( 8.56ha 3ha water )

Feel free to contact me for any questions regarding my Preference's above

Regards  
Hylton Arendse

Sent from my iPhone

On 22 May 2019, at 09:46, Widmark Moses <[Widmark.Moses@stellenbosch.gov.za](mailto:Widmark.Moses@stellenbosch.gov.za)> wrote:

Dear Mr Arendse


You have applied for 3 pieces of vacant municipal land (502 BFN, 502 V, 502 AM) in accordance with the Policy for the Management of vacant municipal land. The department has submitted the applications to the Lands Committee of the municipal. The Lands Committee requested order of preference in terms of the vacant land you applied for.

Please give an indication in order of preference:

First Preference:

Second Preference:

Third Preference:

 See more about Hylton Arendse.




[EX] RE: Application for vacant Municipal land - Message (HTML)



FILE MESSAGE MIMECAST



Wed 2019/05/22 07:25 PM

Christie Jacobs &lt;christiejacobs@telkomsa.net&gt;

[EX] RE: Application for vacant Municipal land

To: Widmark Moses

Mr Moses

As Requested

As per my my application to do a cattle farming.

1. 691/1
2. 502AP with 502AM

I thank you in this regard.

Christie

---

**From:** Widmark Moses [<mailto:Widmark.Moses@stellenbosch.gov.za>]
**Sent:** Wednesday, May 22, 2019 4:38 PM**To:** 'christiejacobs@telkomsa.net' <[christiejacobs@telkomsa.net](mailto:christiejacobs@telkomsa.net)>**Cc:** Sharon Pedro <[Sharon.Pedro@stellenbosch.gov.za](mailto:Sharon.Pedro@stellenbosch.gov.za)>**Subject:** FW: Application for vacant Municipal land**Subject:** Application for vacant Municipal land

Dear Mr Jacobs

You have applied for 4 pieces of vacant municipal land (502 BFN, 502 AP, 502 AM, 619/1) in accordance with the Policy for the Management of vacant municipal land. The department has submitted the applications to the Lands Committee of the municipal. The Lands Committee requested order of preference in terms of the vacant land you applied for.

Please give an indication in order of preference:

First Preference:

Second Preference:

Third Preference:

---

 See more about Christie Jacobs.

 12:27 PM  
 2019/05/22

**APPENDIX 6: E-MAIL FROM JOHN MULLER CONFIRMING HE OWNS MORE THAN 10 HA**

---

**From:** Sharon Pedro  
**Sent:** 19 June 2019 09:42 AM  
**To:** Widmark Moses  
**Subject:** FW: [EX] RE: Allocation of land

fyi



Kind regards

**Sharon Pedro**

Admin. Assistant : LED & Tourism  
**Planning & Economic Development**

---

T: +27 21 808 8974 | F: +27 886 7323  
58 Andringa Street, Stellenbosch, 7600 /  
P O Box 17, Stellenbosch, 7599  
[www.stellenbosch.gov.za](http://www.stellenbosch.gov.za)



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

---

**From:** John Muller [mailto:john@imodie.co.za]  
**Sent:** 19 June 2019 09:25 AM  
**To:** Sharon Pedro  
**Subject:** [EX] RE: Allocation of land

Good Morning Sharon

I currently own a 90ha of land in the area of Gouda.

Kind Regards

John Muller

---

**From:** Sharon Pedro [mailto:Sharon.Pedro@stellenbosch.gov.za]  
**Sent:** Wednesday, June 19, 2019 8:59 AM  
**To:** 'john@imodie.co.za' <[john@imodie.co.za](mailto:john@imodie.co.za)>  
**Subject:** Allocation of land

Good day

As per instruction from Mr Moses could you please confirm as part of the land allocation how may hectares of land do you own?

Kindly assist



Kind regards

**Sharon Pedro obo Widmark**

**Moses**

Admin. Assistant : LED & Tourism

**Planning & Economic Development**

---

T: +27 21 808 8974 | F: +27 886 7323

58 Andringa Street, Stellenbosch, 7600 /

P O Box 17, Stellenbosch, 7599

[www.stellenbosch.gov.za](http://www.stellenbosch.gov.za)



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**STELLENBOSCH**  
STELLENBOSCH • PNEU • GRANSBURG  
MUNICIPALITY • ORKHOEBA • MUNISIPALITEIT



**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](http://www.stellenbosch.gov.za)

**Disclaimer:**

The information contained in this communication from [sharon.pedro@stellenbosch.gov.za](mailto:sharon.pedro@stellenbosch.gov.za) sent at 2019-06-19 08:58:35 is confidential and may be legally privileged. It is intended solely for use by [john@imodie.co.za](mailto:john@imodie.co.za) and others authorized to receive it. If you are not [john@imodie.co.za](mailto:john@imodie.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 [Afrovation](#)



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