STELLENBOSCH
STELLENBOSCH • PNIEL • FRANSCHHOEK

MUNICIPALITY • UMASIPALA • MUNISIPALITEIT

Ref

no.3/4/2/5

2024-07-19

MAYORAL COMMITTEE MEETING

WEDNESDAY, 2024-07-24 AT 10:00

TO	The Executive Mayor, Ald G Van Deventer
	The Deputy Executive Mayor, Cllr J Fasser
COUNCILLORS	JC Anthony
	R du Toit
	J Joon
	X Kalipa
	L Nkamisa
	R Pheiffer
	C van Wyk
	J Williams

Notice is hereby given that a Mayoral Committee Meeting will be held **vai TEAMS** on **Wednesday, 2024-07-24 at 10:00** to consider the attached agenda.

EXECUTIVE MAYOR, ALD GM VAN DEVENTER

CHAIRPERSON

AGENDA

MAYORAL COMMITTEE MEETING

2024-07-24

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APPENDIX 1

Confirmation of Minutes: Mayoral Committee Meeting: 2024-05-22

STELLENBOSCH
STELLENBOSCH • PNIEL • FRANSCHHOEK

MUNICIPALITY • UMASIPALA • MUNISIPALITEIT

Ref no.3/4/2/5

2024-05-22

MINUTES

MAYORAL COMMITTEE MEETING:

2024-05-22 AT 11:00

MINUTES

MAYORAL COMMITTEE MEETING

2024-05-22

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PRESENT: Executive Mayor, Ald GM Van Deventer **(Chairperson)**
Deputy Executive Mayor,J Fasser

Councillors: JC Anthony
R du Toit
P Johnson
J Joon
X Kalipa
L Nkamisa
R Pheiffer
C van Wyk
J Williams

Also Present: Councillor P Crawley (Chief Whip)
Councillor W Pietersen (MPAC Chairperson)
Councillor Q Smit (Speaker)

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

****

1.	**OPENING AND WELCOME**

The Chairperson, Deputy Executive Mayor welcomed everyone present at the Mayoral Committee Meeting.

2.	**COMMUNICATION BY THE EXECUTIVE MAYOR**

- Thank you to all the residents and stakeholders who took time out of their schedules to study the draft budget that was out for public comment. Your inputs were considered, and now we are in the process of tabling the draft budget at Mayco this morning for consideration for approval the next Council meeting.

- The municipality has noted the numerous queries regarding the Transvalia building on Dorp Street, Stellenbosch. We are currently finalising the detailed specifications and requirements necessary for the development and preservation of this beautiful heritage building. The tender will be advertised soon. We appreciate the interest and patience of residents and interest groups in this project.

- Die munisipaliteit is bewus van valse aansprake wat deur sekere individue versprei word oor die eienaarskap van die Lapland munisipale woonstelle. Hierdie bronne beweer dat munisipale woonstelle jare gelede verkoop is. Dit is heeltemal onwaar. Die munisipale woonstelle is steeds in besit van en word bestuur deur die munisipaliteit. Ons doen 'n beroep op inwoners om waaksaam te wees teenoor verkeerde inligting wat vir politieke doeleindes versprei word, en nooi enige inwoner van 'n munisipale woonstel uit om ons kantore te besoek indien hulle enige vrae het.

- We aim to create a comprehensive database of all Aftercare Centres in the Stellenbosch Municipal Area (WC024) to support their registration and ensure compliance with governance standards. Our Community Development Department requests all organisations operating aftercare centres to register on this database. Please contact the Community Development Department at the municipality if you have questions.

- Stellenbosch Municipality is currently reviewing and auditing all pre-paid electrical meters within the Stellenbosch Municipality's supply area. The areas of Pniel and Franschhoek are currently being audited. Your residence will be visited by Ontec Pty, a service provider appointed by Stellenbosch Municipality, during the period 20 May 2024 – 28 June 2024. It will be appreciated if access to the premises can be arranged.

3.	**DISCLOSURE OF INTERESTS**

ITEM 7.3.5 Councillor R Pheiffer

4.	**APPLICATIONS FOR LEAVE OF ABSENCE**

NONE

5.	**CONFIRMATION OF PREVIOUS MINUTES**

5.1 The minutes of the Mayoral Committee Meeting held on 2024-04-17 were **confirmed as correct without any amendments.**

6.	STATUTORY MATTERS

6.1	ADOPTION OF THE 2ND REVIEW OF THE 5TH GENERATION INTEGRATED DEVELOPMENT PLAN (IDP) 2022 – 2027

Collaborator No:
IDP KPA Ref No: **Good Governance and Compliance**
Meeting Date: **22 May 2024**

1. SUBJECT: ADOPTION OF THE 2ND REVIEW OF THE 5TH GENERATION INTEGRATED DEVELOPMENT PLAN (IDP) 2022 – 2027

2. PURPOSE

To submit the following to the Council for adoption:

(a) The 2nd review of the 5th Generation Integrated Development Plan (IDP) 2022 – 2017, attached as **ANNEXURE A;** and

(b) The public participation input and comments, written submissions and the Provincial Government SIME Assessment Report on the draft 2nd review of the 5th Generation IDP 2022 - 2027, attached as **ANNEXURE B.**

3. DELEGATED AUTHORITY

Council.

4. EXECUTIVE SUMMARY

In terms of Section 34(a)(i)(ii) of the Local Government: Municipal Systems Act, 2000 (Act No. 32 of 2000) (MSA), each municipal council must review its Integrated Development Plan annually in accordance with an assessment of its performance measurements in terms of Section 41 of MSA and to the extent the changing circumstances so demand. Therefore, taking into account the changing circumstances in the municipal environment, including the community's needs and priorities.

The 2nd review of the 5th Generation IDP 2022 – 2027 informs the municipality's budget and details the municipality's actions to address the vision, mission, strategic objectives, and needs of the community.

The municipal IDP must be reviewed annually to ensure that:

- municipalities and communities keep track of progress in implementing development projects and spending the municipal budget; and
- communities are presented with an opportunity to review their community needs and to recommend changes to the ward priorities outlined in the municipality's IDP.

The IDP and Budget public participation period was open from 02 – 23 April 2024 (22 days) to allow members of the community and stakeholders sufficient time to provide written inputs and or comments on the draft 2nd review of the 5th Generation IDP 2022 - 2027. A total of eight (8) area-based public participation open days were held from 09 – 15 April 2024 in the respective areas / wards. The open days offered an

opportunity for community members to engage in one–on–one discussions with departmental representatives and submit to submit verbal input. An IDP and Budget stakeholder engagement was held on 16 April 2024, attended by councillors, senior management, stakeholders, and role-players in the Stellenbosch Municipal area.

RECOMMENDATIONS FROM THE EXECUTIVE MAYOR, IN CONSULTATION WITH THE EXECUTIVE MAYORAL COMMITTEE, TO COUNCIL ON 31 MAY 2024: 2024-05-22: ITEM 6.1

(a) that the Stellenbosch Municipality's 2nd review of the 5th Generation IDP 2022 – 2027 be adopted in terms of Section 34 of the MSA, attached as **ANNEXURE A**;

(b) that the public participation inputs and written submissions on the draft 2nd review of the 5th Generation IDP 2022 – 2027 and the Provincial Government SIME Assessment Report, attached as **ANNEXURE B**, be noted;

(c) that an advertisement be placed on the official website of the municipality and in the local newspaper notifying the public that the 2nd review of the 5th Generation IDP 2022 – 2027 has been adopted by the Council; and

(d) that the adopted 2nd review of the 5th Generation IDP 2022 – 2027 be submitted to the MEC for Local Government, Environmental Affairs and Development Planning, Western Cape: Department of Local Government, Western Cape: Provincial Treasury, the Cape Winelands District Municipality, and the Office of the Provincial Speaker.

FOR FURTHER DETAILS CONTACT:

NAME	Geraldine Mettler
POSITION	Municipal Manager
DIRECTORATE	Office of the Municipal Manager
CONTACT NUMBERS	021 – 808 8025
E-MAIL ADDRESS	geraldine.mettler@stellenbosch.gov.za
REPORT DATE	06 May 2024

6.2	MEDIUM TERM REVENUE AND EXPENDITURE FRAMEWORK 2024/2025-2026/2027

Collaborator No:
IDP KPA Ref No: **Good Governance and Compliance**
Meeting Date: **22 May 2024**

1. SUBJECT: MEDIUM TERM REVENUE AND EXPENDITURE FRAMEWORK 2024/2025-2026/2027

2. PURPOSE

The purpose of this report is as follows:

(a) To consider the views/submissions of the local community in terms of Section 23(1) (a) of Municipal Finance Management Act (Act 56 of 2003), herein after called the MFMA and to allow the Executive Mayor to respond to the views of the public envisaged in terms of Section 23 (2) (a) and (b).

(a) To approve the Medium-Term Revenue and Expenditure Framework (inclusive of property rates charges and taxes, tariffs and service charges), annexures and proposed amendments to the budget related policies and other policies to Council for approval in terms of Section 16(2) of the Municipal Finance Management Act, (Act 56 of 2003).

(b) That Council specifically note and consider the need to take up external loans to fund critically needed refurbishment of infrastructure to the amount of R600 million of which over the MTREF R200 million will be required in year one, R200 million in year two and R200 million in year three (refer to Section G: High Level Budget Overview and Table A1 Budget Summary) and confirms approval of same in order for the Chief Financial Officer to attend to the necessary legislative requirements.

3. DELEGATED AUTHORITY

FOR APPROVAL BY MUNICIPAL COUNCIL

4. EXECUTIVE SUMMARY

BUDGET

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

RECOMMENDATIONS FROM THE EXECUTIVE MAYOR, IN CONSULTATION WITH THE EXECUTIVE MAYORAL COMMITTEE, TO COUNCIL ON 31 MAY 2024: 2024-05-22: ITEM 6.2

(a) that the Draft High Level Budget Summary, as set out in **APPENDIX 1** – PART 1 – SECTION C; be approved;

(b) that the Annual Budget Tables as prescribed by the Budgeting and Reporting Regulations, as set out in **APPENDIX 1** – PART 1 – SECTION D, be approved;

(c) that the Grants-In-Aid allocations as set out in **APPENDIX 1** – PART 2 – SECTION J, be approved;

(d) that the three-year Capital Budget for 2024/2025, 2025/2026 and 2026/2027, as set out in **APPENDIX 1** – PART 2 – SECTION N, be approved;

(e) that the proposed draft rates on properties in WCO24, tariffs, tariff structures and service charges for water, electricity, refuse, sewerage and other municipal services, as set out in APPENDIX 3, be approved;

(f) that the proposed amendments to existing budget related policies and other policies as set out in APPENDICES 4 - 34, be approved;

(g) that Council specifically note and consider the need to take up an external loan, needed for investment in income generating infrastructure to the amount of R600 million of which R200 million will be required in year one, R200 million in year two and R200 million in year three (refer to Section G: High Level Budget Overview and Table A1 Budget Summary) and confirm approval of same;

(h) that Council specifically take note of the fact that the proposed electricity charges and tariff structure is subject to NERSA approval that could change materially;

(i) that Council takes note of MFMA circulars 126 and 128 that was published to guide the MTREF for 2024/2025 to 2026/2027 as set out **in APPENDICES 35 – 36**;

(j) that Council takes note of the Long-Term Financial Plan that contains the financial management principles for sound financial management that was considered with the compilation of the final budget as set out **in APPENDIX 37**;

(k) that Council takes note of the Capital Investment Plan as set out in **APPENDIX 38**; and

(l) that Council takes note that the public comments and submissions were considered with the compilation of the final budget.

FOR FURTHER DETAILS CONTACT:

NAME	**KEVIN CAROLUS**
POSITION	***DIRECTOR: FINANCIAL SERVICES***
DIRECTORATE	***FINANCIAL SERVICES***
CONTACT NUMBERS	***021 808 8528***
E-MAIL ADDRESS	***kevin.carolus@stellenbosch.gov.za***
REPORT DATE	***22 May 2024***

6.3	MONTHLY FINANCIAL STATUTORY REPORTING: DEVIATIONS FOR APRIL 2024

Collaborator No: 767023
IDP KPA Ref No: Good Governance and Compliance
Meeting Date: 22 May 2024

1. SUBJECT: MONTHLY FINANCIAL STATUTORY REPORTING: DEVIATIONS FOR APRIL 2024

2. PURPOSE

To comply with Regulation 36(2) of the Municipal Supply Chain Management Regulations and Section 36 of the Supply Chain Management Policy 2023/2024 to report the deviations to Council.

3. DELEGATED AUTHORITY

Council

FOR NOTING.

4. EXECUTIVE SUMMARY

Regulation 36(2) of the Municipal Supply Chain Management Regulations and Section 36 of the Supply Chain Management Policy (2023/2024) stipulate that SCM deviations be reported to Council. In compliance thereto, this report presents to Council the SCM deviations that occurred during April 2024.

RECOMMENDATIONS FROM THE EXECUTIVE MAYOR, IN CONSULTATION WITH THE EXECUTIVE MAYORAL COMMITTEE, TO COUNCIL ON 31 MAY 2024: 2024-05-22: ITEM 6.3

that Council notes there were no deviations approved for the month of April 2024.

NAME	Dalleel Jacobs
POSITION	***Senior Manager Supply Chain Management***
DIRECTORATE	***Finance***
CONTACT NUMBERS	***021 808 8588***
E-MAIL ADDRESS	***Dalleel.Jacobs@stellenbosch.gov.za***
REPORT DATE	06 May 2024

7.	**CONSIDERATION OF ITEMS BY THE EXECUTIVE MAYOR: [ALD G VAN DEVENTER]**

7.1	**PROTECTION SERVICES: (PC: CLLR R PHEIFFER)**

NONE

7.2	**SPORTS, YOUTH AND CULTURE: [PC: CLLR JC ANTHONY]**

NONE

7.3	**CORPORATE SERVICES: (PC: CLLR L NKAMISA)**

7.3.1	**APPLICATION TO LEASE MUNICIPAL LAND: FARM 183B STELLENBOSCH: ANIMAL WELFARE SOCIETY STELLENBOSCH**

Collaborator No: **767269**
IDP KPA Ref No: **Good Governance**
Meeting Date: **22 May 2024**

1. SUBJECT: APPLICATION TO LEASE MUNICIPAL LAND: FARM 183B STELLENBOSCH: ANIMAL WELFARE SOCIETY STELLENBOSCH

2. PURPOSE

To consider the application from the Animal Welfare Society Stellenbosch to lease Farm 183B Stellenbosch.

3. DELEGATED AUTHORITY

In terms of the approved System of Delegations the Executive Mayor, in consultation with the Executive Mayoral Committee, has the delegated Authority to consider applications for Lease Agreements, up to a contract value not exceeding R5M and not exceeding a period of 10 years.

The Municipal Manager has approved delegations to enter into agreements on behalf of the municipality.

4. EXECUTIVE SUMMARY

The Animal Welfare Society Stellenbosch has been leasing this portion of land from the Stellenbosch Municipality since April 2002. Initially the agreement was for 1 hectare however in 2006 it was extended to 3 hectares. They are a registered NGO and have submitted the proof to the municipality.

On 1 March 2012 a lease agreement was entered into between the Municipality and the Animal Welfare Society, which lease agreement came to an end on 31 January 2022.

They have now filed an application for a new lease agreement for the same portion of land. The application does not indicate the period they are interested in; however it should be noted that the previous agreements were for 9 years and 11 months.

Their organisation has been operating and serving the Stellenbosch Community for 66 years and is involved in all aspects of Animal Welfare. They provide shelter for unwanted, stray and abandoned animals, promote an efficient adoption programme, prosecute animal cruelty cases, and regularly address schools and communities on the challenges of animal welfare and the benefits of a healthy, sterilised pet population.

They also operate a busy on-site animal clinic for lower income groups and frequently visit the underprivileged areas to treat and admit sick and injured animals and pets for sterilisation.

EXECUTIVE MAYORAL COMMITTEE: 2024-05-22: ITEM 7.3.1

RESOLVED

(a) that the portion of Farm 183 Stellenbosch be identified as land not needed for any other municipal service;

(b) that the application the lease for a period of 9 years 11 months be approved in principle;

(c) that the monthly rental be determined based on a percentage of the market related rental and

(d) that the municipality follow a public participation process advertising the intention to lease the property for 9 years 11 months whereafter the matter be referred back to the Mayoral Committee.

FOR FURTHER DETAILS CONTACT:

NAME	***Annalene de Beer***
POSITION	***Director: Corporate Services***
DIRECTORATE	***Corporate Services***
CONTACT NUMBERS	***021-8088018***
E-MAIL ADDRESS	***annalene.debeer@stellenbosch.gov.za***
REPORT DATE	***2024-04-24***

7.3.2	REPORT TO COUNCIL ON FARM 1653 LA MOTTE

Collaborator No: 767395
IDP KPA Ref No: Good Governance
Meeting Date: 22 May 2024

1. SUBJECT: REPORT TO COUNCIL ON FARM 1653 LA MOTTE

2. PURPOSE

To provide a report to Council with regards to the different properties and portions of land situated on Erf 1653 La Motte.

3. DELEGATED AUTHORITY

Council.

4. EXECUTIVE SUMMARY

In February 2024 a matter was brought to Mayco and Council to review and set aside a previous Council resolution whereby one of the properties situated on Farm 1653 La Motte was to be sold on auction. Council approved the review and setting aside of the decision related to a portion of this erf (La Refuge) as the Infrastructure Department required the portion for office space in the area. One of the resolutions was that an investigation be conducted on the erf, erf as it is a large property with different uses on the property, most of which, is not accommodated in terms of zoning or sub- division. The report should come back to Council.

An investigation has been concluded on the uses of the property. The property was donated to the Stellenbosch Municipality by the Cape Winelands Municipality and registered in the name of the Stellenbosch Municipality in 2017.

It is the department's suggestion that:

a) those properties required for Municipal Services be subdivided from the bigger property

b) it be noted that the property donated to WC Province is already in the process of been subdivided from the bigger property;

c) that those properties Council are prepared to lease be subdivided from the bigger property and legalised through lease agreements;

d) that a decision is made what the future of the rest of the property should be before any further subdivisions are made.

e) that the zoning of the properties in a) and b) be brought in line with the usage after sub division.

EXECUTIVE MAYORAL COMMITTEE: 2024-05-22: ITEM 7.3.2

RESOLVED

that this item be referred to the Administration for site inspection, whereafter the same be resubmitted to the June 2024 Mayoral Committee Meeting.

7.3.3	APPLICATION FOR LEASE AGREEMENT: USE OF COUNCIL-OWNED LAND FOR TELECOMMUNICATIONS BASE STATION ON FARM 1653 LA MOTTE

Collaborator No: 767396
IDP KPA Ref No: Good Governance
Meeting Date: 22 May 2024

1. SUBJECT:APPLICATION FOR LEASE AGREEMENT: USE OF COUNCIL-OWNED LAND FOR TELECOMMUNICATIONS BASE STATION ON FARM 1653 LA MOTTE

2. PURPOSE

For the Executive Mayor in consultation with the Mayoral Committee to consider the request from SBA Towers South Africa (Pty) Ltd for the lease of a portion of Council-owned land for a new Telecommunications Base Station.

3. DELEGATED AUTHORITY

In terms of the approved System of Delegations the Executive Mayor, in consultation with the Executive Mayoral Committee, has the delegated authority to consider applications for Lease agreements, up to a contract value not exceeding R5M and not exceeding a period of 10 years. The Municipal Manager has delegations to approve leases for a period of three (3) years.

4. EXECUTIVE SUMMARY

An application has been received from SBA Towers South Africa (Pty) Ltd to lease a portion of Farm 1653 La Motte with the intention of erecting a Telecommunications Base Station. This will be a new telecommunications base station. According to the applicant there are currently no towers in a 2km radius from this property and the community of La Motte and surrounding farms are struggling with the cellphone services in the area.

To the knowledge of the administration no such need has been identified by the community during IDP meetings or in any other communication through the ward committee to the municipality. This application is for a piece of land on a bigger property for which a report was requested and is also serving on the agenda.

Farm 1653 La Motte is a large portion of land which has several properties on it, some being used for municipal services and other properties being occupied by members of the public. The department submitted a report to the Municipal Manager with recommendations on subdivisions for certain properties and the use for the rest of the area must still be determined and an item is serving on Mayco to that effect. As you drive into La Motte the proposed site is situated on your right behind the existing buildings which are being used for residential purposes. The building plans have been approved by the Planning department whilst using an old power of attorney given to them by the previous manager Property Management in 2019.

The department does not support the application before decisions have been made on the bigger property and without a consultation process with the public as to if such a need exists. No valuation has been done and it would also be dependent on the use and area as this is an undivided piece of property now.

The Executive Mayor in consultation with the Mayoral Committee needs to consider the application for a new telecommunications base.

EXECUTIVE MAYORAL COMMITTEE: 2024-05-22: ITEM 7.3.3

RESOLVED

(a) that the request be approved in principle;

(b) that the portion of Farm 1653 La Motte be recognized as not needed for municipal purposes; and

(c) that the intention be advertised for comment/input/ other alternatives and return to Mayco after the Public participation.

FOR FURTHER DETAILS CONTACT:

NAME	**Annalene de Beer**
POSITION	***Director: Corporate Services***
DIRECTORATE	***CORPORATE SERVICES***
CONTACT NUMBERS	***021-8088073***
E-MAIL ADDRESS	***Annalene.debeer@stellenbosch.gov.za***
REPORT DATE	***2024-05-08***

7.3.4	PROPOSED LEASE AGREEMENT: ERF 1258 STELLENBOSCH (61 PLEIN STREET), COL'CACCHIO STELLENBOSCH

Collaborator No: 767397
IDP KPA Ref No: Good Governance
Meeting Date: 22 May 2024

1. SUBJECT: PROPOSED LEASE AGREEMENT: ERF 1258 STELLENBOSCH (61 PLEIN STREET), COL'CACCHIO STELLENBOSCH

2. PURPOSE

To consider an application from Dutalian (Pty) Ltd t/a Col'Cacchio Stellenbosch, to enter into a Lease Agreement with Stellenbosch Municipality, in terms of where they would be able to use a portion of Council-owned property for outdoor dining purposes.

3. DELEGATED AUTHORITY

In terms of the approved System of Delegations the Executive Mayor, in consultation with the Executive Mayoral Committee, has the delegated Authority to consider applications for Lease Agreements, up to a contract value not exceeding R5M and not exceeding a period of 10 years.

The approval of lease agreements of three (3) years and less has been delegated to the Municipal Manager.

4. EXECUTIVE SUMMARY

An application to use a portion of the street reserve for Outdoor Dining purposes has been received from the owner of Col'Cacchio Stellenbosch trading of erf 1258, Stellenbosch. The application is in line with the provisions /requirements of the Outdoor Dining Policy if the tables are placed in such a manner that there remains an unobstructed walkway of 1.5m for pedestrian use. Under 6.2.1 are photos showing the area they intend to use. The applicant does not currently have any lease agreement or previous encroachment agreement with the municipality and they are not using the area at the moment. The applicant is waiting for the outcome of the application before making use of the area.

They have not specified a requested time for the lease and the area they are interested in is 12 m².

The applicant has submitted a photograph with hand drawn lines which indicates the area they are interested in. There is no indication as to the walkway that will be left open for pedestrian use.

EXECUTIVE MAYORAL COMMITTEE: 2024-05-22: ITEM 7.3.4

RESOLVED

that this item be referred to the Administration for site inspection, whereafter the same be resubmitted to the June 2024 Mayoral Committee Meeting.

FOR FURTHER DETAILS CONTACT:

NAME	**Annalene de Beer**
POSITION	***Director: Corporate Services***
DIRECTORATE	***CORPORATE SERVICES***
CONTACT NUMBERS	***021-8088073***
E-MAIL ADDRESS	***Annalene.debeer@stellenbosch.gov.za***
REPORT DATE	***2024-05-08***

7.3.5	APPLICATION FOR LEASE OF MUNICIPAL LAND: A PORTION OF ERF 104 LA MOTTE

Collaborator No: 767398
IDP KPA Ref No: Good Governance
Meeting Date: 22 May 2024

1. SUBJECT:APPLICATION FOR LEASE OF MUNICIPAL LAND: A PORTION OF ERF 104 LA MOTTE

2. PURPOSE

To consider the application from Joleen Pedro to lease a property situated on a portion of Erf 104 La Motte with the intention of operating a shop from the premises.

3. DELEGATED AUTHORITY

In terms of the approved System of Delegations the Executive Mayor, in consultation with the Executive Mayoral Committee, has the delegated Authority to consider applications for Lease Agreements, up to a contract value not exceeding R5M and not exceeding a period of 10 years.

The Municipal Manager has approved delegations to enter into agreements on behalf of the municipality.

4. EXECUTIVE SUMMARY

An application has been received from Joleen Pedro to lease one of the three buildings situated on Erf 104 La Motte with the intention of operating a shop (groceries) from the property.

Erf 104 La Motte was donated to the Stellenbosch Municipality by the Cape Winelands Municipality and registered in the name of the municipality during 2023. The specific building is more commonly known as “Oom Saul se winkel”. During 2021, whilst busy with the registration process, two applications were considered by the Mayoral Committee for the lease of this property. The property was allocated to Junaid Johnson who intended using the premises for an internet café. The internet café was never established and over the past two years the property was used by several individuals as a shop and later as a residential property. Mrs. Joleen Pedro has now taken possession of the property, without Council approval, with the intention of running a much-needed grocery shop from the property. She has applied for a lease agreement however she has not indicated the period she is interested in (**APPENDIX 1**). She has also spent some of her personal money to renovate the property but has stopped pending this application and after she was informed by the unit to stop using council’s property without authorisation.

It should be noted that the previous application was approved on the basis that the tenant does not have to pay rent if they would renovate the building. During the October 2021 meeting a period for the lease was not approved as the property was not registered on the name of the Municipality at that stage. The draft lease agreement was never signed by the then applicant.

As Mrs. Joleen Pedro is in the process of renovating the building this may be taken into consideration. If the property remains vacant it runs the risk of been occupied.

EXECUTIVE MAYORAL COMMITTEE: 2024-05-22: ITEM 7.3.5

RESOLVED

that this item be referred to the Administration for discussions and more information, whereafter the same be resubmitted to the June 2024 Mayoral Committee Meeting.

FOR FURTHER DETAILS CONTACT:

NAME	**Annalene de Beer**
POSITION	***Director: Corporate Services***
DIRECTORATE	***CORPORATE SERVICES***
CONTACT NUMBERS	***021-8088073***
E-MAIL ADDRESS	***Annalene.debeer@stellenbosch.gov.za***
REPORT DATE	***2024-05-08***

7.3.6	POSSIBLE DISPOSAL OF ERF 11 KYLEMORE

Collaborator No: 767399
IDP KPA Ref No: Good Governance
Meeting Date: 22 May 2024

1. SUBJECT: POSSIBLE DISPOSAL OF ERF 11 KYLEMORE

2. PURPOSE

Is for Council's consider the request to dispose of Erf 11 Kylemore.

3. DELEGATED AUTHORITY

Council.

4. EXECUTIVE SUMMARY

Erf 11 Kylemore was registered in the name of the Stellenbosch Municipality in 1996 and is currently vacant. A request has been received from BBS Urban and Regional Planning Consulting to purchase Erf 11 Kylemore for the purpose of using it to construct a Youth Centre / Internet Café and Research Centre. Alternatively, they request that the land be put out on tender, to enable them to partake in the tender process.

The department is of the view that should council consider selling the property it be sold on auction for a specific use and if the buyer does not develop the property with a reasonable period (to be determined in the resolution) the property fall back to the municipality at the price that it was bought at, at the auction.

Council must consider the options available for this portion of land. Council should first consider if the property is needed for basic municipal services before an in-principle decision can be taken to sell the property. The infrastructure Directorate has no objection to the selling of the property.

The current zoning of the property is Education Zone with a consent use for a place of assembly to accommodate soup kitchen activities.

If the application to sell the property is approved, it is recommended that it be done through a public auction. Council may impose restrictions as to what it can be sued for an include a fall-back clause to be registered on the tittle deed.

EXECUTIVE MAYORAL COMMITTEE: 2024-05-22: ITEM 7.3.6

RESOLVED

that this item be referred to the Administration for further discussions.

NAME	**Annalene de Beer**
POSITION	***Director***
DIRECTORATE	***Corporate Services***
CONTACT NUMBERS	***021-8088018***
E-MAIL ADDRESS	***annalene.debeer@stellenbosch.gov.za***
REPORT DATE	***07/05/2024***

7.3.7	PROPOSED LEASE AGREEMENT: ERF 1281 STELLENBOSCH (cnr RYNEVELD AND CHURCH STREETS), MERAKI

Collaborator No: 767401
IDP KPA Ref No: Good Governance
Meeting Date: 22 May 2024

1. SUBJECT: PROPOSED LEASE AGREEMENT: ERF 1281 STELLENBOSCH (cnr RYNEVELD AND CHURCH STREETS), MERAKI

2. PURPOSE

Is to consider an application from the owner of Meraki, to enter into a further Lease Agreement with Stellenbosch Municipality, in terms whereof they would be able to continue to use a portion of Council-owned property for outdoor dining purposes.

3. DELEGATED AUTHORITY

In terms of the approved System of Delegations the Executive Mayor, in consultation with the Executive Mayoral Committee, has the delegated Authority to consider applications for Lease Agreements, up to a contract value not exceeding R5M and not exceeding a period of 10 years.

4. EXECUTIVE SUMMARY

An application to continue to use a portion of the street reserve for Outdoor Dining purposes has been received from the owner of Meraki trading of erf 1221, Stellenbosch. The application is in line with the provisions /requirements of the Outdoor Dining Policy. The applicant does have a lease agreement with the municipality which is terminating on 30 September 2024 and they are paying for the use of the sidewalk. The lease agreement was signed in terms of a resolution taken by the Mayoral Committee and is for a period of three years. The applicants have indicated that they wish to apply for a new lease agreement for a period of five years.

The area they are interested in is 113 m².

The applicant has not submitted a new diagram as their current use is in line with the approved usage from three years ago and they have not indicated that they wish to make any changes. There is an erected and existing deck which is used for the outdoor dining purposes and for which they have planning permission. This was the first outdoor dining approval that was granted and the applicants got all permissions in place prior to putting up the deck. They are only using the space as approved and have not ventured out of the area in the last three years. They have added the rolling blinds(awnings) as protection against wind and rain.

EXECUTIVE MAYORAL COMMITTEE: 2024-05-22: ITEM 7.3.7

RESOLVED

5.1. that the land (erf 1281) measuring approximately 113m² in extent, be identified as land not needed to provide the minimum level of basic municipal services during the period that the rights are awarded;

5.2 that the application for outdoor dining be approved in principle for a further period of 5 years with the option of a renewal subject to the following conditions:

5.2.1 That no permanent structure or deck be erected without the prior written consent of council, including approved building plans and approval from the Heritage Advisory Committee.

5.2.2 A minimum of 1.5m (unobstructed walkway) be left open for pedestrian use, adjacent to the street kerb. In exceptional circumstances, a 1.5m unobstructed walkway adjacent to a shop front, may be allowed, in these instances a further 0.8m must be left open adjacent to the street kerb. Any deviations must be approved by the Municipal Manager on application.

The impact of proposed outdoor dining on pedestrian movements, is subject to an assessment in terms of the Municipality's Sidewalk Accessibility Policy and the Municipal Manager is mandated to amend the layout and demarcation of the area when assessing applications.

5.2.3 Demarcation must be provided and maintained by the lessee.

5.2.4 No advertising signs (including A- frames) to be placed on the sidewalk or displayed against the building without the prior approval of council the Municipal Manager or delegate and if such signs is displayed, it must be within the demarcated area. All signs displayed outside the demarcated area may be removed by law enforcement and outdoor dining furniture outside the demarcated area can be confiscated and repeated offences may result therein that the lease be cancelled forthwith after a 30-day notice period.

5.2.5 All umbrellas to be used has to be at least 2.2m high and may not have any signage on them.

5.2.6 Any awnings will require pre-approval from council.

5.2.7 Council is indemnified against all possible 3rd party claims.

5.2.8 The municipality or other public service providers must not be prohibited from maintaining, repairing, upgrading and / or installing new public services within the leased area. For planned maintenance and repairs, upgrades or new installations, the applicant will be provided with a 5-day written notice to remove all furniture for the municipality and any other public service provider to gain access. For emergency work the applicant will be required to remove everything immediately for the municipality or other public service providers to gain access.

5.2.9 The municipality reserves the right to end the lease agreement when the need arises, i.e. when the leased area is required for municipal or other public

services purposes or when the applicant refuses the municipality or other public service providers access if required.

5.3 that the rental amount be determined as per the annual approved tariffs for outdoor dining;

5.4 that where the lessee does not comply with the conditions attach to the lease within 30 days after receipt of the approval, the approval may be withdrawn and the lease ended after a 30 day notice period. Such establishment will not be allowed to trade on Municipal Property until they comply and then re-apply for approval;

5.5 that the lease agreement with the municipality must be signed within 30 days after receipt of the letter of approval and the draft agreement;

5.6 that where the lessee put furniture or signs outside the demarcated agreed areas such furniture and signs will be removed by Law Enforcement without further notice after a notice was served on the establishment; and

5.7 that the intention to lease the property be advertised for any input/comment/alternative proposals and returned to Council after the public participation process.

FOR FURTHER DETAILS CONTACT:

NAME	**Annalene de Beer**
POSITION	***Director: Corporate Services***
DIRECTORATE	***CORPORATE SERVICES***
CONTACT NUMBERS	***021-8088073***
E-MAIL ADDRESS	***Annalene.debeer@stellenbosch.gov.za***
REPORT DATE	***2024-05-14***

7.3.8	AMENDMENT OF COUNCIL RESOLUTION ON PROPOSED DISPOSAL OF ERF 3192 IN MOOIWATER, FRANSCHHOEK

Collaborator No: 767402
IDP KPA Ref No: Good Governance
Meeting Date: 22 May 2024

1. SUBJECT: AMENDMENT OF COUNCIL RESOLUTION ON PROPOSED DISPOSAL OF ERF 3192 IN MOOIWATER, FRANSCHHOEK

2. PURPOSE

To obtain council approval to review and rescind the Council resolution to dispose of erf 3192 Mooiwater, Franschhoek.

3. DELEGATED AUTHORITY

Council.

4. EXECUTIVE SUMMARY

Three properties in Mooiwater, Franschhoek have previously been identified as being surplus to the municipality's own needs, i.e the municipality does not require the properties to provide the minimum level of basic municipal services. At the time of the item serving before Council the Manager property management indicated to the Director that the erven were zoned for institutional use. Based on this information Council resolved to put the erven out on a call for proposals. The public participation process did not provide any direction as to what council should use the erven as no inputs were received when the residents of the wards 1 and 2 in Franschhoek when requested to indicate what they want the erven to be used for.

In the process to prepare the documentation for a "call for proposals' it was discovered that Stellenbosch Zoning scheme does not have a zoning for institutional use. The Infrastructure Directorate also indicated recently that they need this erf for waste management purposes. As this erf is zoned to accommodate this request and this request means that the erf can no longer be identified as "not needed to provide basic services" it is recommended that the resolution taken on 24 April 2021 be revied and rescinded.

In March 2024 an item served before Mayco to reconsider the future use of the three erven that formed part of the April 2021 decision as none of the erven actually carries zonings that supports the April 2021 decision, and that item was referred back for further discussion. As erf 3192 is zoned appropriate for use for municipal Services the administration would like to move ahead with the allocation of the property to Infrastructure whilst the discussions on the future use of the other two erven continues. It is recommended that the resolution on 24 April 2019 be reviewed and rescinded.

Stellenbosch Zoning Scheme does not have an Institutional Zoning

After requesting the Planning department to provide the current zoning for these erven the following surfaced:

ERF 3192 FRANSCHOEK - UTILITY SERVICES ZONE

Purpose of the zone
The purpose of this zone is to make provision for:
(1) (a) the use of land for the provision and protection of any infrastructure services for the general public, whether in public or private ownership;
(b) land used by government, parastatal or private bodies appointed to perform a public function for any of the uses in the definition of "authority use" or where the authority use is not provided for in terms of any of the other land use categories and thus cannot be classified in any other suitable zone.

The following uses are permitted in this zone:

Primary Uses	Additional Uses (technical approval)	Consent Uses (Application required)
• Authority use • Parking garage • Public parking • Public road • Utility services • Occasional use (one event/year) • Private road • Rooftop base telecommunication station	• Employee housing • Market	• Freestanding base telecommunication station • Helicopter landing pad • Occasional use (>one event/year) • Renewable energy installation • Transport purposes (passengers)

EXECUTIVE MAYORAL COMMITTEE: 2024-05-22: ITEM 7.3.8

RESOLVED

that this item be referred to the Administration for further information, whereafter the same be resubmitted to the June 2024 Mayoral Committee Meeting.

FOR FURTHER DETAILS CONTACT:

NAME	**Annalene De Beer**
POSITION	***Director***
DIRECTORATE	***Corporate Services***
CONTACT NUMBERS	***021-8088189***
E-MAIL ADDRESS	***annalene.debeer@stellenbosch.gov.za***
REPORT DATE	***2024 – 05-15***

7.3.9	UPDATED REPORT ON OUTDOOR DINING AND CONSIDERATION OF GENERAL CONDITIONS FOR OUTDOOR DINING

Collaborator No: 767403
IDP KPA Ref No: Good Governance
Meeting Date: 22 May 2024

1. SUBJECT: UPDATED REPORT ON OUTDOOR DINING AND CONSIDERATION OF GENERAL CONDITIONS FOR OUTDOOR DINING

2. PURPOSE

To provide feedback on the Outdoor Dining Applications.

3. DELEGATED AUTHORITY

In terms of the approved System of Delegations the Executive Mayor, in consultation with the Executive Mayoral Committee, has the delegated Authority to consider applications for Lease Agreements, up to a contract value not exceeding R5M and not exceeding a period of 10 years. The approval of lease agreements of three (3) years and less has been delegated to the Municipal Manager.

4. EXECUTIVE SUMMARY

During the Council Meeting of June 2022, it was resolved that communication was to be handed to all restaurants and businesses indicating that they need to apply for lease agreements in order to comply with the Outdoor Dining Policy of the municipality.

The department delivered the communication (letters requesting all restaurants that are using council property for outdoor dining to apply for a lease) and the municipality received applications from a number of restaurants and businesses and items have been prepared for consideration by the Mayoral Committee. 41 applications have served before the Mayoral Committee since August 2023 and 35 other establishments have received the communication to apply but have failed to file applications. Attached hereto as **APPENDIX 1** is an update on all establishments who have received formal notifications.

Council approved the general conditions for Outdoor Dining in February 2024. During the Mayoral Committee meeting in April 2024 certain amendments to these general conditions were suggested, which suggestions still need to be considered by Council – **see APPENDIX 2.**

RECOMMENDATIONS FROM THE EXECUTIVE MAYOR, IN CONSULTATION WITH THE EXECUTIVE MAYORAL COMMITTEE, TO COUNCIL: 2024-05-22: ITEM 7.3.9

(a) that Council takes note of the updated report; and

(b) that the general conditions as per **APPENDIX 2** be accepted as the amended general conditions for approval by Council.

7.4	**FINANCIAL SERVICES: (PC: CLLR J FASSER)**

NONE

7.5	**HUMAN SETTLEMENTS: (PC: CLLR R DU TOIT)**

NONE

7.6	INFRASTRUCTURE SERVICES : (PC : CLLR P JOHNSON)

7.6.1	STATUS REPORT ON THE ALTERNATIVE ENERGY GENERATION PROGRAMME

Collaborator No: 767308
IDP KPA Ref No: Good Governance and Compliance
Meeting Date: 22 May 2024

1. SUBJECT: STATUS REPORT ON THE ALTERNATIVE ENERGY GENERATION PROGRAMME

2. PURPOSE

For Council to note the progress of the Municipality's as well as Provincial Government initiatives regarding the loadshedding mitigation initiatives underway, to reduce the impact of electricity loadshedding in the Municipality.

3. DELEGATED AUTHORITY

Municipal Council.

4. EXECUTIVE SUMMARY

4.1 Eskom in 2022-23, advised the Municipality to prepare an application to serve at their Loadshedding Committee, for the Municipality to be considered as a curtailment customer. Upon receipt of the said application, Eskom then rejected the application. A follow up meeting was held with Eskom and the outcome is that a revised application must be resubmitted for representation to the Eskom Loadshedding Committee. The draft application has been prepared and is due to serve at the Eskom Loadshedding Committee at the end of April 2024. This meeting with Eskom Loadshedding Committee has been rescheduled to a future date pending the outcome of our workshop with Eskom Customer Executives scheduled for 22 May 2024. Note that this is still on a load curtailment premise.

4.2 The Municipality has advertised a tender on 03 February 2024, for the possible purchase of 20MW of electricity from an Independent Power Producer (IPP), tender closed 28 March 2024. The service provider Lyners Consulting Engineers has completed their technical evaluation on the 02 May 2024, the user department is busy compiling their technical evaluation that will be submitted to SCM by the end of May 2024.

4.3 The Supervisory Control and Data Acquisition (SCADA) project is on track with the implementation and the fitting of main substations with the additional equipment to enable remote monitoring (Phase 1). Three main substations have been brought online to date. Main, Golf- and Jan Marias substations are online (for remote viewing). University substation will come online (for remote viewing) at the end of June 2024. Markotter- and Suidwal substations have unstable communication links that ITC is addressing. Cloetesville- and Francshoek substations will only come online after June 2024. At this stage only four of the seven main incoming substations will be online (for remote viewing- Phase 1 of the SCADA)

4.4 Municipal Court Building: Inverter has been successfully installed to ensure business continuity. All other municipal buildings that require alternative energy supplies are being investigated as part of the AEG initiatives. The municipality has also applied for grant funding from DMRE Energy Efficiency Demand Side Management for 2024/25 ,2025/26,2026/27 & 2027/28 financial years. This funding can be utilized for the installation of energy efficient lighting and smart/intelligent lighting devices/initiatives in Municipal offices and -buildings. These initiatives are driven by SANEDI & DMRE.

4.5 Emergency Loadshedding Relief Grant Expenditure: Groendal, Wemmershoek and Dwarsrivier generators have been installed and commissioned at the end of March 2024. The loadshedding relief grant was expended in full at the end of April 2024.

4.6 The tender for the Stellenbosch Fire Station battery storage system closed on 26 February 2024. The user department's tender evaluation report was completed and submitted to SCM on 4 April 2024 the BEC is scheduled for 16 May 2024.The Main building and NPK buildings have been earmarked for Business Continuity Initiative, which entails the installation of BESS, Hybrid Inverters and PV, investigations are in process. An assessment report with estimated costs to establish the feasibility of the implementation of the projects will be submitted to the AEG Committee by the end of June 2024.

4.7 **Provincial Initiative to Establish a 50MW Solar Plant**

Provincial Government Western Cape (PGWC) has appointed a Project Manager and Transactional Advisory Consultancy Team to facilitate a possible 50 MW Independent Power Producers project, with the following deliverables:

- Inception report has been completed by the Project Team.
- A Feasibility Study is now underway at present. A draft feasibility report will be presented to all the stakeholders and relevant departmental officials from Stellenbosch Municipality on 17 May 2024 for final comments and feedback.
- The service level agreement between Province, their Project Management service providers and the Municipality has been provided by PGWC and commented on by the Municipality.
- The Memorandum of Understanding between PGWC and Stellenbosch Municipality for the Energy Resilience programme has been signed and finalised.
- Provincial Government has expressed concerns about the Municipality's 20MW IPP tender, as per Item 4.2 above, and has been requested to submit these concerns in writing.

4.8 **Provincial Project: Municipal Pooled Buying initiative:**

The Provincial Government held a series of workshops with the Municipality's Legal, Financial and Technical teams. The Municipality has submitted comments during 2023 to PGWC. A follow up workshop is to be scheduled by PGWC by end March 2024. An updated final business case report compiled by PGWC was submitted to Stellenbosch Municipality officials for review on 24 April 2024 from Western Cape Provincial Government.

- the anticipated upgrades.

RECOMMENDATIONS FROM THE EXECUTIVE MAYOR, IN CONSULTATION WITH THE EXECUTIVE MAYORAL COMMITTEE, TO THE SPECIAL COUNCIL MEETING IN JUNE: 2024-05-22: ITEM 7.6.1

that Council notes the Alternative Energy Generation project updates identified by the AEG Committee and the latest progress with the Alternative Energy Generation projects in implementation at present.

FOR FURTHER DETAILS CONTACT:

NAME	**Mark Benson/Nombulelo Zwane**
POSITION	***Manager: Planning, Design, Construction & Services/ Senior Manager: Electrical Services***
DIRECTORATE	***Infrastructure Services***
CONTACT NUMBERS	***021 808 8770/ 021 808 8333***
E-MAIL ADDRESS	mark.benson@stellenbosch.gov.za/ nombulelo.zwane@stellenbosch.gov.za
REPORT DATE	***16 May 2024***

7.7	**PARKS, OPEN SPACES AND ENVIRONMENT: (PC: J WILLIAMS)**

NONE

7.8	**PLANNING AND LOCAL ECONOMIC DEVELOPMENT AND TOURISM :(PC: CLLR C VAN WYK)**

7.8.1	**EXTENSION OF APPOINTMENT OF THE MEMBERS TO SERVE ON THE STELLENBOSCH MUNICIPALITY CONSERVATION ADVISORY COMMITTEE**

Collaborator No: **767244**
IDP KPA Ref No: **Good Governance and Compliance**
Meeting Date: **22 May 2024**

1. SUBJECT: EXTENSION OF APPOINTMENT OF THE MEMBERS TO SERVE ON THE STELLENBOSCH MUNICIPALITY CONSERVATION ADVISORY COMMITTEE

2. PURPOSE

To provide Council with the pertinent facts to extend the current appointed Members for the Stellenbosch Municipality Conservation Advisory Committee for an additional two (2) years.

3. DELEGATED AUTHORITY

Council.

4. EXECUTIVE SUMMARY

At the 11th Council meeting: 2023-02-22: Item 11.8.1 **(APPENDIX 1)** the Council appointed (7) seven members for an initial period of 12 months, from the date of acceptance of the nomination, in terms of Section 249(1) of the Stellenbosch Zoning Scheme By-Law, 2019, the municipality shall establish a Conservation Advisory Committee to make recommendations on planning applications in Urban and Rural Conservation Overlay Zones.

On 26 May 2023, Johann Clemens Slee resigned from the Stellenbosch Municipality Conservation Advisory Committee. Based on the Terms and Reference **(APPENDIX 2)** as approved by Council on 28 August 2021, **(APPENDIX 3),** (5) five to (7) seven members must be appointed therefore the current (6) six members still meet the requirements of the Terms and Reference.

Based on the Terms and Reference approved by Council on 28 August 2021, a member holds office for a term of three (3) years.

RECOMMENDATIONS FROM THE EXECUTIVE MAYOR, IN CONSULTATION WITH THE EXECUTIVE MAYORAL COMMITTEE, TO THE SPECIAL COUNCIL MEETING IN JUNE: 2024-05-22: ITEM 7.8.1

(a) that Council appoint the following qualifying six (6) members for a term of one (1) year;

Nominee	**Residence**
Petrus Jakobus Kruger Dekker	Stellenbosch
Jan Raymond Dirk Bouma	Jonkershoek, Stellenbosch
Brian Henry Howard	Franschhoek
Piet Eduard Classen	Mostertsdrift, Stellenbosch
Rudia Pool-Stanvliet	Mostertsdrift, Stellenbosch
Cornelia Hendrika Smart	Devon Park, Stellenbosch

(b) that the members are to be remunerated at an hourly rate of R1250; and

(c) that the members are to sign The Code of Conduct of the Members of the Advisory Committee (**APPENDIX 4)** approved by the Council at the 11th Council meeting: 2023-02-22.

7.9	COMMUNITY SERVICES:(PC: CLLR X KALIPA)

7.9.1	UNIVERSAL ACCESS (UA) IMPLEMENTATION PROGRESS REPORT

Collaborator No: **767190**
IDP KPA Ref No: **Dignified Living**
Meeting Date: **22 May 2024**

1. SUBJECT: UNIVERSAL ACCESS (UA) IMPLEMENTATION PROGRESS REPORT

2. PURPOSE

To provide a progress report on the implementation of Universal Access within Stellenbosch Municipality.

3. DELEGATED AUTHORITY

For information to Mayco.

4. EXECUTIVE SUMMARY

The department employed the services of ChangeAbility to assist with the components required for the mainstreaming of the UA Policy across all directorates. The components include the following:

- Establishment of a UA Champion forum to drive processes internally per directorate.
- Practical and Experiential Learning on UA theory and practise in the workplace
- Assessment of policies in terms of alignment with the UA Policy.
- Policy operationalisation and the setting of objectives per directorate.

A report on the implementation of the above is attached as **ANNEXURE 1**.

EXECUTIVE MAYORAL COMMITTEE: 2024-05-22: ITEM 7.9.1

RESOLVED

that MAYCO notes the Universal Access Progress Report 2023-2024.

FOR FURTHER DETAILS CONTACT:

NAME	Michelle Aalbers
POSITION	Manager Community Development
DIRECTORATE	Community and Protection Services
CONTACT NUMBERS	8408
E-MAIL ADDRESS	Michelle.aalbers@stellenbosch.gov.za
REPORT DATE	25-04-2024

7.10	RURAL MANAGEMENT: (PC: CLLR J JOON)

NONE

7.11	MUNICIPAL MANAGER

NONE

8.	REPORTS SUBMITTED BY THE EXECUTIVE MAYOR

NONE

9.	**URGENT MATTERS**

9.1	**FINANCIAL SUPPORT TO STELLENBOSCH SPORT AND RECREATION ASSOCIATION**

Collaborator No:
IDP KPA Ref No: **Good Governance and Compliance**
Meeting Date: **22 May 2024**

1. SUBJECT: FINANCIAL SUPPORT TO STELLENBOSCH SPORT AND RECREATION ASSOCIATION

2. PURPOSE

To obtain Council's approval to provide financial support to the Stellenbosch Sport and Recreation Association (SSRA).

3. DELEGATED AUTHORITY

(FOR DECISION BY MUNICIPAL COUNCIL)

In terms of Municipal Finance Management Act (MFMA), Act (56 of 2003) Section 17. (3) (e) relating to content of annual budgets and supporting documents.

4. EXECUTIVE SUMMARY

The Municipality is required to forge meaningful, mutually beneficial partnerships with community-based organisations which represent the interests of the community. The objective with the partnerships is to encourage public participation, promote cooperative governance and improve service delivery to its residents.

Active community participation and cooperative governance between communities and government constitutes the bedrock of responsible and accountable local government. The process followed to review the municipality's Sport Facility Management Plan (SFMP) gives credence to these principles of good governance.

By forging good relationships with community-based organisations like the Stellenbosch Sport and Recreation Association (SSRA) and involving them in the development of municipal policies, plans and programs, the Municipality has demonstrated that it wishes to work with the sport fraternity to identify challenges and design the best possible solutions to overcome them. With reference to the review of the SFMP the municipality has consulted with the SSRA, regional and provincial structures to develop a model that responds to the needs of the broader WC024 community.

The Municipality with the assistance of the SSRA implemented the new SFMP and concluded user agreements with 15 sport councils.

The successful implementation of the SFMP requires a fully functioning and capacitated SSRA.

RECOMMENDATIONS FROM THE EXECUTIVE MAYOR, IN CONSULTATION WITH THE EXECUTIVE MAYORAL COMMITTEE, TO COUNCIL ON 31 MAY 2024: 2024-05-22: ITEM 9.1

(a) that Stellenbosch Sport and Recreation Association be exempted from the application process in the Grants-in-Aid policy;

(b) that Council approve a Grants-in-Aid allocation of R40 000 to Stellenbosch Sport and Recreation Association for the 2023/2024 financial year; and

(c) that the Grant-in-Aid allocation is subject to the Stellenbosch Sport and Recreation Association entering into a Memorandum of Agreement with the Municipality.

FOR FURTHER DETAILS CONTACT:

NAME	*Kevin Carolus*
POSITION	*Chief Financial Officer*
DIRECTORATE	*Financial Services*
CONTACT NUMBERS	*021 808 8528*
E-MAIL ADDRESS	*Kevin.Carolus@stellenbosch.gov.za*
REPORT DATE	*22/05/2024*

10.	**MATTERS TO BE CONSIDERED IN-COMMITTEE**

SEE PINK DOCUMENTATION

The meeting adjourned at 11:20

CHAIRPERSON: ……

DATE: ……

Confirmed on ……

6.	**STATUTORY MATTERS**

6.1	**APPROVED TOP LAYER (TL) SERVICE DELIVERY AND BUDGET IMPLEMENTATION PLAN (SDBIP) 2024/25**

Collaborator No: **770190**
IDP KPA Ref No: **Good Governance and Compliance**
Meeting Date: **24 July 2024**

1. SUBJECT: APPROVED TOP LAYER (TL) SERVICE DELIVERY AND BUDGET IMPLEMENTATION PLAN (SDBIP) 2024/25

2. PURPOSE

The purpose of this submission is to inform the Council that the Executive Mayor has approved the Top Layer (TL) Service Delivery and Budget Implementation Plan (SDBIP) 2024/25.

3. DELEGATED AUTHORITY

Council.

4. EXECUTIVE SUMMARY

Section 53(1)(c)(ii) of the Local Government: Municipal Finance Management Act, 2003 (Act No. 56 of 2003) (MFMA) requires the mayor of a municipality to take all reasonable steps to ensure that the municipality's Service Delivery and Budget Implementation Plan (SDBIP) is approved by the mayor within 28 days after the approval of the budget.

The TL SDBIP 2024/25 was approved by the Executive Mayor on 25 June 2024, which falls within the prescribed 28 days after the approval of the Budget.

The TL SDBIP 2024/25 is herewith submitted to the Council for notification.

5. RECOMMENDATIONS

(a) that the Council **TAKE NOTE** of the approved TL SDBIP 2024/25 attached hereto as ANNEXURE A;

(b) that the Council **TAKE NOTE** that the approved TL SDBIP 2024/25 has been made public within 10 working days after the approval of the TL SDBIP 2024/25 and duly submitted to the MEC for Local Government in the Province;

(c) that the Council **TAKE NOTE** that the Approved TL SDBIP 2024/25 must be read together with the second review of the 5th Generation Integrated Development Plan (IDP) 2022 – 2027; and

(d) that the Council **TAKE NOTE** that the performance indicators and targets contained in the approved TL SDBIP 2024/25 be considered to have been made in the IDP to ensure accurate technical alignment between the second review of the IDP 2022 – 2027 and the TL SDBIP 2024/25.

6. DISCUSSION

6.1. Background

The draft Top Layer SDBIP 2024/25 was made public for public participation in April 2024 as part of the IDP and Budget consultative process.

The Municipal Manager, Chief Financial Officer (CFO), Directors and all affected managers participated in setting the key performance indicators and targets.

The Municipal IDP and Budget were approved by Council on 31 May 2024. As a result, the TL SDBIP 2024/25 was submitted to the Executive Mayor for consideration on 14 June 2024, which was subsequently approved by the Executive Mayor on 25 June 2024.

The Council should note that the provisions of the MFMA allow the Executive Mayor to approve the TL SDBIP within 28 days after the approval of the Budget. The local community was notified in terms of Regulation 19 of the Local Government: Municipal Budget and Reporting Regulations, 2009.

The approved TL SDBIP 2024/25 must be read together with the approved second review of the 5th Generation IDP 2022 – 2027.

6.2. Financial Implications

There are no financial implications beyond that which was approved in the 2023/24 MTRF Budget.

6.3. Legal Implications

In terms of Section 53(1)(c)(ii) of the MFMA the mayor of a municipality must take all reasonable steps to ensure that the municipality's service delivery and budget implementation plan is approved by the mayor within 28 days after the approval of the budget.

6.4. Staff Implications

This report has no staff implications for the municipality.

6.5. Risk Implication

None

6.6. Comments from Senior Management

6.6.1. Director: Community and Protection Services

Supported

6.6.2. Chief Financial Officer

Supported

6.6.3. Director: Infrastructure Services

Supported

6.6.4. Director: Corporate Services

Supported.

6.6.5. Director: Planning and Economic Development

Supported

6.6.6. Comments from the Municipal Manager

Supported

ANNEXURES

Annexure A: Approved TL SDBIP 2024/25

FOR FURTHER DETAILS CONTACT:

NAME	Gary Boshoff
POSITION	Acting Municipal Manager
DIRECTORATE	Office of the Municipal Manager
CONTACT NUMBERS	021 808 8025
E-MAIL ADDRESS	mm@stellenbosch.gov.za
REPORT DATE	12 July 2024

ANNEXURE A

STELLENBOSCH
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TOP LAYER SERVICE DELIVERY AND BUDGET IMPLEMENTATION PLAN 2024/25

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1. MUNICIPAL MANAGER'S QUALITY CERTIFICATE

I, Geraldine Mettler, the Municipal Manager of the Stellenbosch Municipality, hereby submit the Top Layer (TL) Service Delivery and Budget Implementation Plan (SDBIP) for the 2024/25 financial year for consideration by the Executive Mayor. This TL SDBIP 2024/25 has been prepared in terms of the stipulated requirements as documented in the Local Government: Municipal Finance Management Act, 2003 (Act No. 56 of 2003) and regulations made under this Act.

GERALDINE METTLER
MUNICIPAL MANAGER

Date: 26 June 2024

2. EXECUTIVE MAYOR'S CERTIFICATE OF APPROVAL

I, Gesie Van Deventer, in my capacity as the Executive Mayor of the Stellenbosch Municipality, hereby submit the Top Layer (TL) Service Delivery and Budget Implementation Plan (SDBIP) for the 2024/25 financial year to Council for notification, as required in terms of the Local Government: Municipal Finance Management Act, 2003 (Act No. 56 of 2003) and the regulations made under this Act.

CLLR ADV GESIE VAN DEVENTER
EXECUTIVE MAYOR

Date: 25 June 2024

3. IMPLEMENTATION, MONITORING AND REVIEW – ONE YEAR

The Local Government: Municipal Finance Management, 2003 (Act No. 56 of 2003) (MFMA) requires that municipalities prepare a Service Delivery and Budget Implementation Plan (SDBIP) as a strategic financial management tool to ensure that budgetary decisions that are adopted by municipalities for the financial year are aligned with their strategic planning tool, the Integrated Development Plan (IDP). The SDBIP is a contract between the Council, the administration and the community. It gives effect to the IDP and budget of the municipality.

The municipal budget shall give effect to the Strategic Focus Areas (SFAs) as contained in the IDP. The Top Layer (TL) Service Delivery and Budget Implementation Plan (SDBIP) shall contain details on the execution of the budget and information on programmes and projects. Quarterly, half-yearly and annual performance reports must also be submitted to the Council as a means to monitor the implementation of the predetermined objectives as contained in the IDP.

The SDBIP is a one–year detailed implementation plan which gives effect to the IDP and Budget of the Municipality. It is a contract between the administration, Council and community expressing the goals and objectives set by the Council as quantifiable outcomes that can be implemented by the administration over the next twelve months. This provides the basis for measuring the performance in service delivery against end-year targets and implementing the budget.

Indicators developed for the Stellenbosch Municipality address the SFAs of the municipality. The municipality utilises the one-year TL SDBIP to ensure that it delivers on its service delivery mandate by indicating clear indicators and targets. These indicators also form the basis of the performance plans of the Municipal Manager and Directors, hence, the Municipal Manager and Directors are being evaluated on the approved TL SDBIP indicators.

The **five** necessary components are:

1. Monthly projections of revenue to be collected for each month;
2. Monthly projections of expenditure (operating and capital) and revenue for each vote;
3. Quarterly projections of service delivery targets and performance indicators;
4. Ward information for expenditure and service delivery; and
5. Detailed capital works plan broken down by ward over three years.

4. TOP LAYER SERVICE DELIVERY AND BUDGET IMPLEMENTATION PLAN (SDBIP) 2024/25: PER STRATEGIC FOCUS AREA (SFA)

4.1 SFA 1 - VALLEY OF POSSIBILITY

SFA 1 – Valley of Possibility													
IDP Ref No	Directorate	Indicator (Activity / Project / Programme / Key Initiative)	Unit of Measurement	Indicator Type	Wards	5-year target	Baseline Actual result (2022/23)	Annual Target 2024/25	TOP LAYER: Service Delivery and Budget Implementation Plan (2024/25)				Delivery Indicator
									Q1	Q2	Q3	Q4	
KPI002	Planning and Economic Development	Submission of the revised Economic Development Strategy to the Municipal Manager	Number of revised Economic Development Strategies submitted to the Municipal Manager by 31 March	Programme	ALL	1 per annum	New	1 revised Economic Development Strategy submitted to the Municipal Manager by 31 March	n/a	n/a	1	n/a	Output
KPI003	Planning and Economic Development	The number of jobs created through the municipality's local economic development initiatives including capital projects (NKPI Proxy - MSA, Reg. S10(d))	Number of job opportunities created through the municipality's local economic development initiatives including capital projects by 30 June	Programme	ALL	1 100 per annum	1 449	1 100 job opportunities created through the municipality's local economic development initiatives including capital projects by 30 June	330 (330)	660 (660)	990 (990)	1 100 (1 100)	Output
KPI004	Planning and Economic Development	Submission of Land-use applications to the Municipal Planning Tribunal (MPT) within 120 days from the conclusion of the administrative processing of the application	Percentage of Land-use applications submitted to the MPT within 120 days from the conclusion of the administrative processing of the application	Programme	ALL	75% per annum	100%	75% of land-use applications submitted to the MPT within 120 days from the conclusion of the administrative processing of the application	75%	75%	75%	75%	Output
KPI005	Planning and Economic Development	Provide training opportunities to entrepreneurs and Small, Medium and Micro Enterprises (SMMEs)	Number of quarterly training opportunities provided to entrepreneurs and SMMEs	Programme	ALL	4 per annum	22	4 quarterly training opportunities provided to entrepreneurs and SMMEs	1 (1)	1 (2)	1 (3)	1 (4)	Output
KPI007	Planning and Economic Development	Submission of the revised Housing Pipeline (document) to the MayCo	Number of revised Housing Pipelines (document) submitted to the MayCo by 31 May	Programme	ALL	1 per annum	1	1 revised Housing Pipeline (document) submitted to the MayCo by 31 May	n/a	n/a	n/a	1	Output

4.2 SFA 2 – GREEN AND SUSTAINABLE VALLEY

SFA 2 – Green and Sustainable Valley													
IDP Ref No	Directorate	Indicator (Activity / Project / Programme / Key Initiative)	Unit of Measurement	Indicator Type	Wards	5-year target	Baseline Actual result (2022/23)	Annual Target 2024/25	TOP LAYER: Service Delivery and Budget Implementation Plan (SDBIP 2024/25)				Delivery Indicator
									Q1	Q2	Q3	Q4	
KPI010	Infrastructure Services	Installation of the SCADA Master Station	Number of SCADA Master Stations installed by 30 June	Project	ALL	1 per annum	New KPI	1 SCADA Master Station installed by 30 June	n/a	n/a	n/a	1	Output
KPI013	Community and Protection Services	Submission of a revised Friends Group Memorandum of Understanding (MOU) to the Municipal Manager	Number of revised Friends Group MOUs submitted to the Municipal Manager by 30 June	Programme	ALL	1 per annum	New KPI	1 revised Friends Group MOU submitted to the Municipal Manager by 30 June	n/a	n/a	n/a	1	Output
KPI014	Planning and Economic Development	Process building plan applications of <500sqm within 30 days after the date of receipt	Percentage of building plan applications of <500sqm processed within 30 days after the date of receipt	Programme	ALL	60% per annum	42.91%	60% of building plan applications of <500sqm processed within 30 days after the date of receipt	60%	60%	60%	60%	Outcome
KPI016	Infrastructure Services	Reduce organic waste	Percentage of organic waste reduced by 30 June	Programme	ALL	20% per annum	51.30%	20% of organic waste reduced by 30 June	n/a	n/a	n/a	20%	Output
KPI018	Infrastructure Services	Submission of a Waste Reclaimers Strategy to the Municipal Manager	Number of Waste Reclaimers Strategies submitted to the Municipal Manager by 30 June	Key Initiative	ALL	1 per annum	New KPI	1 Waste Reclaimers Strategy submitted to the Municipal Manager by 30 June	n/a	n/a	n/a	1	Output

SFA 2 – Green and Sustainable Valley													
IDP Ref No	Directorate	Indicator (Activity / Project / Programme / Key Initiative)	Unit of Measurement	Indicator Type	Wards	5-year target	Baseline Actual result (2022/23)	Annual Target 2024/25	TOP LAYER: Service Delivery and Budget Implementation Plan (SDBIP 2024/25)				Delivery Indicator
									Q1	Q2	Q3	Q4	
KPI020	Infrastructure Services	Conduct an external audit of the Stellenbosch Municipal Waste Disposal Facilities	Number of external audits of the Stellenbosch Municipal Waste Disposal Facilities conducted by 30 June	Programme	ALL	1 per annum	1	1 external audit of the Stellenbosch Municipal Waste Disposal Facilities conducted by 30 June	n/a	n/a	n/a	1	Output
KPI021	Infrastructure Services	Implementation of identified waste minimisation projects	Number of identified waste minimisation projects implemented by 30 June	Programme	ALL	2 per annum	2	2 identified waste minimisation projects implemented by 30 June	n/a	n/a	1 (1)	1 (2)	Output
KPI022	Infrastructure Services	Wastewater quality measured ito the Department of Water and Sanitation's License Conditions for physical and micro parameters	Percentage of wastewater quality compliance as per the analysis certificate, measured quarterly	Programme	ALL	70% per annum	46.04%	70% of wastewater quality compliance as per the analysis certificate, measured quarterly	70%	70%	70%	70%	Outcome

4.3 SFA 3 - SAFE VALLEY

SFA 3 – Safe Valley													
IDP Ref No	Directorate	Indicator (Activity / Project / Programme / Key Initiative)	Unit of Measurement	Indicator Type	Wards	5-year target	Baseline Actual result 2022/23	Annual Target 2024/24	TOP LAYER: Service Delivery and Budget Implementation Plan (SDBIP 2024/25)				Delivery Indicator
									Q1	Q2	Q3	Q4	
KPI024	Community and Protection Services	Submission of the revised Disaster Management Plan to the Municipal Manager	Number of revised Disaster Management Plans submitted to the Municipal Manager by 31 March	Programme	ALL	1 per annum	1	1 revised Disaster Management Plan submitted to the Municipal Manager by 31 March	n/a	n/a	1	n/a	Output
KPI025	Community and Protection Services	Submission of the revised Safety and Security Strategy to the Municipal Manager	Number of revised Safety and Security Strategies submitted to the Municipal Manager by 30 April	Programme	ALL	1 per annum	1	1 revised Safety and Security Strategy submitted to the Municipal Manager by 30 April	n/a	n/a	n/a	1	Output
KPI026	Community and Protection Services	Submission of the revised Traffic Management Plan to the Municipal Manager	Number of revised Traffic Management Plans submitted to the Municipal Manager by 31 March	Programme	ALL	1 per annum	1	1 revised Traffic Management Plan submitted to the Municipal Manager by 31 March	n/a	n/a	1	n/a	Output

4.4 SFA 4 - DIGNIFIED LIVING

SFA 4 – Dignified Living													
IDP Ref No	Directorate	Indicator (Activity / Project / Programme / Key Initiative)	Unit of Measurement	Indicator Type	Wards	5-year target	Baseline Actual result (2022/23)	Annual Target 2024/25	TOP LAYER: Service Delivery and Budget Implementation Plan (SDBIP 2024/25)				Delivery Indicator
									Q1	Q2	Q3	Q4	
KPI028	Infrastructure Services	Provision of waterborne toilet facilities in informal settlements as identified by the Department: Integrated Human Settlements	Number of waterborne toilet facilities provided in Informal settlements as identified by the Department: Integrated Human Settlements by 30 June	Programme	ALL	50 per annum	56	25 waterborne toilet facilities provided in Informal settlements as identified by the Department: Integrated Human Settlements by 30 June	n/a	n/a	n/a	25	Output
KPI029	Infrastructure Services	Limit unaccounted electricity to less than 9% annually {(Number of Electricity Units Purchased and / or Generated - Number of Electricity Units Sold (incl. Free basic electricity)) / Number of Electricity Units Purchased and/or Generated) x 100}	Percentage of average electricity losses, measured by 30 June	Programme	ALL	<9% per annum	4.24%	<9% of average electricity losses, measured by 30 June	n/a	n/a	n/a	<9%	Outcome
KPI030	Infrastructure Services	Water quality measured quarterly ito the SANS 241 physical and micro parameters	Percentage of water quality level as per the analysis certificate, measured quarterly	Programme	ALL	95% per annum	94.81%	95% of water quality level as per the analysis certificate, measured quarterly	95%	95%	95%	95%	Outcome
KPI031	Infrastructure Services	Limit unaccounted water to less than 25%	Percentage of average unaccounted water, measured by 30 June	Programme	ALL	<25% per annum	27.42%	<25% of average unaccounted water, measured by 30 June	n/a	n/a	n/a	<25%	Outcome
KPI032	Financial Services	Registered indigent formal households with access to free basic water (NKPI Proxy - MSA, Reg. S10(a), (b)	Percentage of registered indigent formal households with access to free basic water, measured quarterly	Programme	ALL	100% per annum	100%	100% of registered indigent formal households with access to free basic water, measured quarterly	100%	100%	100%	100%	Outcome

SFA 4 – Dignified Living													
IDP Ref No	Directorate	Indicator (Activity / Project / Programme / Key Initiative)	Unit of Measurement	Indicator Type	Wards	5-year target	Baseline Actual result (2022/23)	Annual Target 2024/25	TOP LAYER: Service Delivery and Budget Implementation Plan (SDBIP 2024/25)				Delivery Indicator
									Q1	Q2	Q3	Q4	
KPI033	Financial Services	Registered indigent formal households with access to free basic electricity provided by the municipality (NKPI Proxy - MSA, Reg. S10(a), (b)	Percentage of registered indigent formal households with access to free basic electricity provided by the municipality, measured quarterly	Programme	ALL	100% per annum	100%	100% of registered indigent formal households with access to free basic electricity provided by the municipality, measured quarterly	100%	100%	100%	100%	Outcome
KPI034	Financial Services	Registered indigent formal households with access to free basic refuse removal (NKPI Proxy - MSA, Reg. S10(a), (b)	Percentage of registered indigent formal households with access to free basic refuse removal, measured quarterly	Programme	ALL	100% per annum	100%	100% of registered indigent formal households with access to free basic refuse removal, measured quarterly	100%	100%	100%	100%	Outcome
KPI035	Financial Services	Registered indigent formal households with access to free basic sanitation (NKPI Proxy - MSA, Reg. S10(a), (b)	Percentage of registered indigent formal households with access to free basic sanitation, measured quarterly	Programme	ALL	100% per annum	100%	100% of registered indigent formal households with access to free basic sanitation, measured quarterly	100%	100%	100%	100%	Outcome
KPI036	Financial Services	Formal households with access to water (NKPI Proxy - MSA, Reg. S10(a))	Number of formal households with access to water, measured quarterly	Programme	ALL	27 000 per annum	26 895	27 000 formal households with access to water, measured quarterly	27 000 (27 000)	27 000 (27 000)	27 000 (27 000)	27 000 (27 000)	Outcome
KPI037	Financial Services	Formal households with access to electricity (NKPI Proxy - MSA, Reg. S10(a))	Number of formal households with access to electricity, measured quarterly	Programme	ALL	27 000 per annum	26 895	27 000 formal households with access to electricity, measured quarterly	27 000 (27 000)	27 000 (27 000)	27 000 (27 000)	27 000 (27 000)	Outcome
KPI038	Financial Services	Formal households with access to refuse removal (NKPI Proxy - MSA, Reg. S10(a))	Number of formal households with access to refuse removal, measured quarterly	Programme	ALL	27 000 per annum	26 895	27 000 formal households with access to refuse removal, measured quarterly	27 000 (27 000)	27 000 (27 000)	27 000 (27 000)	27 000 (27 000)	Outcome

SFA 4 – Dignified Living													
IDP Ref No	Directorate	Indicator (Activity / Project / Programme / Key Initiative)	Unit of Measurement	Indicator Type	Wards	5-year target	Baseline Actual result (2022/23)	Annual Target 2024/25	TOP LAYER: Service Delivery and Budget Implementation Plan (SDBIP 2024/25)				Delivery Indicator
									Q1	Q2	Q3	Q4	
KPI039	Financial Services	Formal households with access to sanitation (NKPI Proxy - MSA, Reg. S10(a))	Number of formal households with access to sanitation, measured quarterly	Programme	ALL	27 000 per annum	26 895	27 000 formal households with access to sanitation, measured quarterly	27 000 (27 000)	27 000 (27 000)	27 000 (27 000)	27 000 (27 000)	Outcome

4.5 SFA 5 - GOOD GOVERNANCE AND COMPLIANCE

SFA 5 – Good Governance and Compliance													
IDP Ref No	Directorate	Indicator (Activity / Project / Programme / Key Initiative)	Unit of Measurement	Indicator Type	Wards	5-year target	Baseline Actual result (2022/23)	Annual Target 2024/25	TOP LAYER: Service Delivery and Budget Implementation Plan (SDBIP 2024/25)				Delivery Indicator
									Q1	Q2	Q3	Q4	
KPI040	Financial Services	Actual expenditure of the approved Capital Budget for the municipality by 30 June (NKPI - MSA, Reg. S10(c))	Percentage of the approved Capital Budget for the municipality actually spent by 30 June	Programme	ALL	90% per annum	84.79%	90% of the approved Capital Budget for the municipality actually spent by 30 June	10%	30%	60%	90%	Input
KPI042	Financial Services	Financial viability measured in terms of the available cash to cover fixed operating expenditure (NKPI Proxy - MSA, Reg. S10(g)(iii))	Cost coverage as at 30 June annually [(Cash and Cash Equivalents - Unspent Conditional Grants - Overdraft) + Short Term Investment) / Monthly Fixed Operational Expenditure excluding (Depreciation)	Programme	ALL	2 per annum	4.04	2	n/a	n/a	n/a	2 (months)	Input
KPI043	Financial Services	Achieve an average payment percentage of 96% by 30 June (Gross Debtors Opening Balance + Billed Revenue - Gross Debtors Closing Balance - Bad Debts Written Off) / Billed Revenue x 100	(Gross Debtors Opening Balance + Billed Revenue - Gross Debtors Closing Balance - Bad Debts Written Off) / Billed Revenue x 100	Programme	ALL	96% per annum	95.06%	96%	n/a	n/a	n/a	96%	Input
KPI044	Office of the Municipal Manager	Employment equity appointments made within the financial year in the three highest levels of management	Percentage of employment equity appointments made within the financial year in the three highest levels of management, measured by 30 June	Programme	ALL	50% per annum	37.50%	50% of employment equity appointments made within the financial year in the three highest levels of management, measured by 30 June	n/a	n/a	n/a	50%	Output

SFA 5 – Good Governance and Compliance													
IDP Ref No	Directorate	Indicator (Activity / Project / Programme / Key Initiative)	Unit of Measurement	Indicator Type	Wards	5-year target	Baseline Actual result (2022/23)	Annual Target 2024/25	TOP LAYER: Service Delivery and Budget Implementation Plan (SDBIP 2024/25)				Delivery Indicator
									Q1	Q2	Q3	Q4	
KPI045	Corporate Services	The percentage of the payroll budget spent on implementing the Municipal Workplace Skills Plan (NKPI Proxy- MSA, Reg. S10(f))	Percentage of the municipality's payroll budget actually spent on implementing its Workplace Skills Plan ((Total Actual Training Expenditure / Total Annual payroll Budget) x 100), measured by 30 June	Programme	ALL	0.20% per annum	0.89%	0.20% of the municipality's payroll budget actually spent on implementing its Workplace Skills Plan ((Total Actual Training Expenditure / Total Annual payroll Budget) x 100), measured by 30 June	n/a	n/a	n/a	0.20%	Input
KPI046	Financial Services	Financial viability measured in terms of the municipality's ability to meet its service debt obligations (NKPI Proxy - MSA, Reg. S10(g)(i))	Debt coverage ratio ((Total operating revenue - operating grants received) / (Debt service payments due within the year)) measured by 30 June	Programme	ALL	15% per annum	33.22%	15%	n/a	n/a	n/a	15%	Input
KPI047	Financial Services	Financial viability measured in terms of the outstanding service debtors (NKPI Proxy - MSA, Reg. S10(g)(ii))	Service debtors to revenue ratio – (Total outstanding service debtors / revenue received for services) measured by 30 June	Programme	ALL	27% per annum	30%	27%	n/a	n/a	n/a	27%	Input
KPI048	Office of the Municipal Manager	Submission of the revised Risk-Based Audit Plan (RBAP) to the Audit and Performance Audit Committee (APAC)	Number of revised RBAPs submitted to the APAC by 30 June	Programme	ALL	1 per annum	1	1 revised RBAP submitted to the APAC by 30 June	n/a	n/a	n/a	1	Output
KPI049	Office of the Municipal Manager	Submission of the Auditor General of South Africa (AGSA) Audit Action Plan (AAP) to the APAC	Number of AGSA Audit Action Plans submitted to the APAC by 31 March	Programme	ALL	1 per annum	1	1 AGSA Audit Action Plan submitted to the APAC by 31 March	n/a	n/a	1	n/a	Output

SFA 5 – Good Governance and Compliance													
IDP Ref No	Directorate	Indicator (Activity / Project / Programme / Key Initiative)	Unit of Measurement	Indicator Type	Wards	5-year target	Baseline Actual result (2022/23)	Annual Target 2024/25	TOP LAYER: Service Delivery and Budget Implementation Plan (SDBIP 2024/25)				Delivery Indicator
									Q1	Q2	Q3	Q4	
KPI050	Office of the Municipal Manager	Submission of the revised Strategic Risk Register (SRR) to the Risk Management Committee	Number of revised SRRs submitted to the Risk Management Committee by 30 June	Programme	ALL	1 per annum	1	1 revised SRR submitted to the Risk Management Committee by 30 June	n/a	n/a	n/a	1	Output
KPI051	Corporate Services	Submission of the revised Information and Communication Technology (ICT) Backup Disaster Recovery Plan to the ICT Steering Committee	Number of revised ICT Backup Disaster Recovery Plans submitted to the ICT Steering Committee by 31 March	Programme	ALL	1 per annum	1	1 revised ICT Backup Disaster Recovery Plan submitted to the ICT Steering Committee by 31 March	n/a	n/a	1	n/a	Output
KPI052	Corporate Services	Submission of the revised Strategic ICT Plan to the ICT Steering Committee	Number of revised Strategic ICT Plans submitted to the ICT Steering Committee by 31 March	Programme	ALL	1 per annum	1	1 revised Strategic ICT Plan submitted to the ICT Steering Committee by 31 March	n/a	n/a	1	n/a	Output
KPI053	Office of the Municipal Manager	Submission of the draft Integrated Development Plan (IDP) to the Council	Number of draft IDPs submitted to the Council by 31 March	Programme	ALL	1 per annum	1	1 draft IDP submitted to the Council by 31 March	n/a	n/a	1	n/a	Output
KPI054	Office of the Municipal Manager	Submission of the IDP / Budget / SDF time schedule (process plan) to the Council	Number of IDP / Budget / SDF time schedules (process plan) submitted to the Council by 31 August	Programme	ALL	1 per annum	1	1 IDP / Budget / SDF time schedule (process plan) submitted to the Council by 31 August	1	n/a	n/a	n/a	Output
KPI055	Infrastructure Services	Submission of the revised Wastewater Master Plan to the Municipal Manager	Number of revised Wastewater Master Plans submitted to the Municipal Manager by 30 June	Programme	ALL	1 per annum	0	1 revised Wastewater Master Plan submitted to the Municipal Manager by 30 June	n/a	n/a	n/a	1	Output

SFA 5 – Good Governance and Compliance													
IDP Ref No	Directorate	Indicator (Activity / Project / Programme / Key Initiative)	Unit of Measurement	Indicator Type	Wards	5-year target	Baseline Actual result (2022/23)	Annual Target 2024/25	TOP LAYER: Service Delivery and Budget Implementation Plan (SDBIP 2024/25)				Delivery Indicator
									Q1	Q2	Q3	Q4	
KPI056	Infrastructure Services	Submission of the revised Electrical Master Plan to the Council	Number of revised Electrical Master Plans submitted to the Council by 30 June	Key Initiative	ALL	1 per annum	New KPI	1 revised Electrical Master Plan submitted to the Council by 30 June	n/a	n/a	n/a	1	Output
KPI057	Corporate Services	Submission of a draft Smart City Framework to the Municipal Manager	Number of draft Smart City Frameworks submitted to the Municipal Manager by 30 June	Key Initiative	ALL	1 per annum	New KPI	1 draft Smart City Framework submitted to the Municipal Manager by 30 June	n/a	n/a	n/a	1	Output
KPI059	Office of the Municipal Manager	Submission of the revised Communication Policy to the MayCo	Number of revised Communication Policies submitted to the MayCo by 31 May	Programme	ALL	1 per annum	1	1 revised Communication Policy submitted to the MayCo by 31 May	n/a	n/a	n/a	1	Output
KPI060	Infrastructure Services	Submission of the updated Comprehensive Integrated Transport Plan (CITP) 2023 - 2028 to the MayCo	Number of updated CITPs 2023 - 2028 submitted to the MayCo by 30 November	Programme	ALL	1 per annum	1	1 updated CITP 2023 - 2028 submitted to the MayCo by 30 November	n/a	1	n/a	n/a	Output

Annexure A:
Revenue by source projections for the 2024/25 financial year

Revenue by source projections for the 2024/2025 financial year

Revenue	July	August	September	October	November	December	January	February	March	April	May	June
Exchange Revenue												
Service charges - Electricity	-77 887 495	-80 207 074	-88 671 593	-69 050 571	-67 880 065	-68 182 831	-60 335 733	-65 913 161	-87 179 269	-87 179 269	-54 714 288	-222 503 824
Service charges - Water	-10 523 207	-10 762 170	-12 120 236	-13 414 338	-13 015 449	-17 453 053	-18 630 555	-26 035 952	-16 241 913	-16 241 913	-16 241 913	-11 841 521
Service charges - Waste Water Management	-14 448 349	-7 575 621	-9 206 529	-8 866 569	-9 250 382	-9 240 081	-8 632 806	-9 367 789	-9 597 124	-9 597 124	-9 597 124	-17 392 132
Service charges - Waste Management	-16 172 437	-6 906 256	-7 227 223	-7 073 764	-7 131 280	-7 191 836	-7 183 599	-7 140 578	-9 778 534	-9 778 534	-9 778 534	-19 719 096
Sale of Goods and Rendering of Services	-1 706 436	-1 814 339	-1 746 390	-1 480 487	-2 345 688	-1 314 583	-1 452 614	-2 272 269	-1 857 689	-1 821 487	-1 821 437	-5 020 544
Agency services	-268 554	-301 689	-341 388	-195 787	-427 418	-37 623	-	-	-292 959	-292 959	-292 959	-1 343 016
Interest	-	-	-	-	-	-	-	-	-	-	-	-
Interest earned from Receivables	-1 501 986	-1 598 586	-1 612 265	-1 696 363	-1 663 977	-1 685 979	-1 729 518	-1 756 447	-1 310 074	-1 310 074	-935 610	-1 371 701
Interest earned from Current and Non Current Assets	-3 686 012	-3 686 012	-3 686 012	-3 686 012	-3 686 012	-3 686 012	-3 686 012	-3 686 012	-3 686 012	-3 686 012	-3 686 012	-3 686 012
Dividends	-	-	-	-	-	-	-	-	-	-	-	-
Rent on Land	-	-	-	-	-	-	-	-	-	-	-	-
Rental from Fixed Assets	-827 156	-974 843	-844 636	-828 651	-807 346	-796 610	-822 124	-914 571	-953 917	-929 110	-929 110	-4 020 813
Licence and permits	-412 203	-742 637	-890 535	-470 104	-1 048 436	-249 988	-396 748	-346 331	-686 638	-678 818	-506 019	-1 957 047
Operational Revenue	-552 911	-11 496 059	-5 785 149	-230 782	-2 293 587	-2 655 162	-683 813	-2 654 218	-2 518 879	-2 518 879	-2 517 362	-13 785 656
Non-Exchange Revenue	-	-	-	-	-	-	-	-	-	-	-	-
Property rates	-107 854 093	-45 728 547	-34 402 680	-33 755 064	-35 203 756	-27 339 178	-35 369 471	1 032 231	5 890	-	-	-190 501 501
Surcharges and Taxes	-	-	-	-	-	-	-	-	-	-	-	-
Fines, penalties and forfeits	-83 785	-135 115	-22 527 161	-9 440 078	-225 095	-20 341	-9 050	-53 907 925	-11 463 510	-11 461 832	-11 461 832	-42 644 271
Licences or permits	-	-	-	-	-	-	-	-	-	-	-	-
Transfer and subsidies - Operational	-69 416 182	-1 626 685	-1 777 695	-1 626 685	-1 626 685	-34 873 607	-1 493 669	-1 493 669	-13 853 908	-13 461 592	-13 049 061	-91 338 561
Interest	-301 057	-313 690	-318 331	-439 213	-366 509	-343 126	-365 593	-71 469	-279 888	-279 888	-279 888	-
Fuel Levy	-	-	-	-	-	-	-	-	-	-	-	-
Operational Revenue	-	-	-	-	-	-	-	-	-	-	-	-
Gains on disposal of Assets	-	-	-	-	-	-	-	-	-	-	-	-
Other Gains	-	-	-	-	-	-	-	-	-	-	-	-
Discontinued Operations	-	-	-	-	-	-	-	-	-	-	-	-
Transfers and subsidies - capital (monetary allocations)	-275 000	-7 702 593	-10 783 048	-12 163 920	-13 363 397	-17 106 409	-2 759 601	-7 991 667	-9 758 417	-4 689 045	-5 252 417	-7 277 486
Transfers and subsidies - capital (in-kind)	-	-	-	-	-	-	-	-	-	-	-	-
Grand Total	**-305 916 863**	**-181 571 916**	**-201 940 871**	**-164 418 388**	**-160 335 082**	**-192 176 419**	**-143 550 906**	**-182 519 827**	**-169 452 841**	**-163 926 536**	**-131 063 566**	**-634 403 181**

Annexure B:
Expenditure by type projections for the 2024/25 financial year

Expenditure by type projections for the 2024/2025 financial year

Expenditure by Type	July	August	September	October	November	December	January	February	March	April	May	June
Employee related costs	52 096 411	52 096 411	52 096 411	52 096 411	84 695 869	51 963 395	51 963 395	51 963 395	51 963 395	51 700 506	51 283 965	52 535 111
Remuneration of councillors	1 951 860	1 951 860	1 951 860	1 951 860	1 951 860	1 951 860	1 951 860	1 951 860	1 951 860	1 951 860	1 951 860	1 951 845
Inventory consumed	8 298 276	8 521 277	9 790 042	9 086 815	9 079 997	8 736 309	8 954 989	9 830 404	9 122 421	8 724 725	8 125 086	14 370 781
Debt impairment	-	-	-	-	-	-	-	-	-	-	-	74 031 467
Depreciation and amortisation	1	1	1	1	1	1	1	1	1	1	-	249 407 788
Bulk purchases - electricity	59 533 101	59 533 101	59 533 101	59 533 101	59 533 101	59 533 101	59 533 101	59 533 101	59 533 101	59 533 101	59 533 101	59 533 091
Interest	-	-	-	-	-	28 515 750	-	-	102 959	102 959	102 959	42 434 449
Contracted services	17 899 634	21 159 539	24 795 148	26 097 337	28 775 691	23 484 465	24 124 374	20 561 080	22 160 003	16 058 268	10 205 930	62 112 088
Transfers and subsidies	852 186	9 569 516	852 186	852 186	852 186	852 186	852 186	852 186	852 186	852 186	1 052 186	2 447 513
Irrecoverable debts written off	-	5 220	-	8 948	1 535	2 891	10 904	83	17 193	17 193	17 193	121 301 755
Operational costs	11 842 662	9 635 534	16 460 647	12 868 289	13 011 591	11 495 310	9 473 670	14 075 720	5 774 240	4 695 416	4 480 322	56 071 725
Losses on disposal of Assets	-	-	-	-	-	-	-	-	-	-	-	-
Other Losses	-	-	-	-	-	-	-	-	-	-	-	680 000
Grand Total	**152 474 131**	**162 472 459**	**165 479 396**	**162 494 948**	**197 901 831**	**186 535 268**	**156 864 480**	**158 767 830**	**151 477 359**	**143 636 215**	**136 752 602**	**736 877 613**

Annexure C:
Projections for the 2024/25 Financial Year

Projections for the 2024/2025 financial year

Operational Expenditure

Directorates	July	August	September	October	November	December	January	February	March	April	May	June	Total
Municipal Manager	1 110 716	1 184 979	1 308 861	1 459 373	2 774 926	1 157 478	1 352 131	1 132 096	1 361 621	1 087 402	1 079 090	2 194 218	17 202 891
Planning and Development	5 364 658	13 770 648	7 180 248	6 831 865	10 814 825	8 362 246	6 618 432	6 413 325	7 196 185	6 401 826	6 413 530	12 723 285	98 091 073
Infrastructure Services	97 327 164	99 538 352	101 474 840	101 333 240	113 759 378	128 511 765	98 069 547	98 839 302	97 899 899	92 870 536	91 401 182	420 757 204	1 541 782 409
Community and Protection Services	24 540 979	26 894 683	26 918 266	27 917 111	40 413 420	25 581 445	28 440 650	27 526 425	26 453 164	25 084 585	19 676 943	211 533 801	510 981 472
Corporate Services	10 352 282	12 845 619	19 460 127	15 436 641	15 353 264	11 772 366	13 442 235	16 311 967	10 261 960	10 218 696	10 209 554	70 958 880	216 623 591
Financial Services	13 778 332	8 238 178	9 137 054	9 516 718	14 786 018	11 149 968	8 941 485	8 544 715	8 304 530	7 973 170	7 972 303	18 710 225	127 052 696
Grand Total	**152 474 131**	**162 472 459**	**165 479 396**	**162 494 948**	**197 901 831**	**186 535 268**	**156 864 480**	**158 767 830**	**151 477 359**	**143 636 215**	**136 752 602**	**736 877 613**	**2 511 734 132**

Operational Revenue

Directorates	July	August	September	October	November	December	January	February	March	April	May	June	Total
Municipal Manager	-	-	-	-	-	-	-	-	-	-	-	-	-
Planning and Development	- 1 771 562	- 1 671 795	- 1 990 537	- 2 021 795	- 2 615 363	- 1 914 789	- 1 888 779	- 3 313 779	- 3 998 427	- 4 349 045	- 4 452 427	- 3 914 959	- 33 903 257
Infrastructure Services	- 158 315 464	- 124 744 835	- 130 146 007	- 112 386 994	- 114 206 632	- 135 127 775	- 99 532 194	- 117 978 313	- 139 244 358	- 133 535 469	- 101 180 507	- 381 690 390	- 1 748 088 938
Community and Protection Services	- 2 235 810	- 4 612 056	- 25 342 727	- 11 476 790	- 3 525 926	- 1 774 057	- 1 601 590	- 56 874 681	- 14 026 811	- 13 982 157	- 13 370 767	- 51 093 738	- 199 917 110
Corporate Services	- 818 265	- 714 544	- 629 352	- 526 043	- 599 341	- 625 194	- 1 020 666	- 635 710	- 884 554	- 880 284	- 880 284	- 4 428 073	- 12 642 310
Financial Services	- 142 775 762	- 49 828 686	- 43 832 248	- 38 006 766	- 39 387 820	- 52 734 604	- 39 507 677	- 3 717 344	- 11 298 691	- 11 179 581	- 11 179 581	- 193 276 021	- 636 724 781
Grand Total	**- 305 916 863**	**- 181 571 916**	**- 201 940 871**	**- 164 418 388**	**- 160 335 082**	**- 192 176 419**	**- 143 550 906**	**- 182 519 827**	**- 169 452 841**	**- 163 926 536**	**- 131 063 566**	**- 634 403 181**	**- 2 631 276 396**

Capital Expenditure

Directorates	July	August	September	October	November	December	January	February	March	April	May	June	Total
Municipal Manager	-	-	-	25 832	11 021	1 350	1 198	-	-	-	-	599	40 000
Planning and Development	100 000	170 000	1 011 482	810 000	1 065 000	798 750	635 000	2 605 000	2 930 500	3 577 128	3 434 500	3 106 640	20 244 000
Infrastructure Services	4 536 250	15 646 297	18 124 713	26 770 704	23 721 522	29 773 648	15 755 918	25 794 268	79 142 984	71 525 460	68 226 724	70 465 486	449 483 974
Community and Protection Services	-	-	7 512 359	6 025 000	7 585 000	16 931 250	715 000	7 121 109	9 177 500	3 250 000	5 041 108	8 399 003	71 757 329
Corporate Services	-	-	40 000	40 000	760 000	30 000	-	4 012 500	11 302 500	11 202 500	11 662 500	17 370 000	56 420 000
Financial Services	50 000	-	60 000	-	60 000	-	60 000	112 500	167 004	167 504	155 005	567 987	1 400 000
Grand Total	**4 686 250**	**15 816 297**	**26 748 554**	**33 671 536**	**33 202 543**	**47 534 998**	**17 167 116**	**39 645 377**	**102 720 488**	**89 722 592**	**88 519 837**	**99 909 715**	**599 345 303**

Annexure D:
Capital Budget 2024/25

Directorate	Department	Project name	Strategic Objectives	Final Budget 2024/25	Final Budget 2025/26	Final Budget 2026/27	Total MTREF
Municipal Manager	Executive Support: Office of the Municipal Manager	Furniture, Tools & Equipment: MM	Good Governance and Compliance	40 000	40 000	50 000	130 000
Total Municipal Manager				**40 000**	**40 000**	**50 000**	**130 000**
Planning and Economic Development	Economic Development & Tourism	Furniture, Tools & Equipment: LED	Dignified Living	75 000	75 000	80 000	230 000
Planning and Economic Development	Economic Development & Tourism	Establishment of the Kayamandi Informal Trading Area	Dignified Living	1 500 000	-	-	1 500 000
Planning and Economic Development	Housing Development	Erf 64, Kylemore	Dignified Living	1 946 000	-	-	1 946 000
Planning and Economic Development	Housing Development	Erf 7001 Cloetesville (380) FLISP	Dignified Living	300 000	8 000 000	8 000 000	16 300 000
Planning and Economic Development	Housing Development	Farms 81/2 and 82/9, Stellenbosch	Dignified Living	250 000	-	-	250 000
Planning and Economic Development	Housing Development	ISSP Kayamandi	Dignified Living	2 000 000	2 000 000	1 000 000	5 000 000
Planning and Economic Development	Housing Development	Furniture, Tools & Equipment: Housing Development	Good Governance and Compliance	80 000	150 000	150 000	380 000
Planning and Economic Development	Housing Development	Housing Projects (Social housing planning)	Dignified Living	500 000	500 000	1 000 000	2 000 000
Planning and Economic Development	Housing Development	Jamestown: Housing	Dignified Living	-	16 300 000	16 300 000	32 600 000
Planning and Economic Development	Housing Development	Kayamandi Town Centre	Dignified Living	2 000 000	3 000 000	4 000 000	9 000 000
Planning and Economic Development	Housing Development	Adam Tas Corridor Precinct 10	Dignified Living	-	16 000 000	16 000 000	32 000 000
Planning and Economic Development	Housing Development	Klapmuts La Rochelle (100)	Dignified Living	2 000 000	3 000 000	3 000 000	8 000 000
Planning and Economic Development	Housing Development	La Motte Old Forest Station (±430 services & ±430 units)	Dignified Living	4 443 000	-	6 000 000	10 443 000
Planning and Economic Development	IHS: Informal Settlements	Upgrading of Informal Settlements: General	Dignified Living	1 000 000	1 000 000	1 000 000	3 000 000
Planning and Economic Development	IHS: Informal Settlements	Rehabilitation of Langrug Dam and Engineering Services	Dignified Living	500 000	1 000 000	1 000 000	2 500 000
Planning and Economic Development	Housing Administration	Flats: Interior Upgrading - Kayamandi	Dignified Living	1 650 000	1 000 000	1 000 000	3 650 000
Planning and Economic Development	Housing Administration	Furniture, Tools & Equipment: Housing Administration	Dignified Living	150 000	150 000	170 000	470 000
Planning and Economic Development	Town Development	Furniture, Tools and Equipment: Spatial Planning	Dignified Living	75 000	75 000	80 000	230 000
Planning and Economic Development	Housing Administration	Upgrading of Flats: General	Dignified Living	1 000 000	1 000 000	1 000 000	3 000 000
Planning and Economic Development	Economic Development & Tourism	Installation of Agricultural Irrigation infrastructure on Farm 502BH (Emerging Farmers)	Dignified Living	300 000	1 000 000	1 000 000	2 300 000
Planning and Economic Development	Housing Development	Housing projects	Dignified Living	300 000	310 000	320 000	930 000
Planning and Economic Development	Town Planning	Furniture, Tools & Equipment: Town Planning	Dignified Living	75 000	85 000	95 000	255 000
Planning and Economic Development	Building Control	Furniture, Tools & Equipment: Building Control	Dignified Living	100 000	125 000	150 000	375 000
Total Planing and Economic Development	**TOTAL Planning and Development Services**			**20 244 000**	**54 770 000**	**61 345 000**	**136 359 000**
Infrastructure Services	Infrastructure Services	Furniture, Tools & Equipment: IS	Good Governance and Compliance	85 000	80 000	65 000	230 000
Infrastructure Services	Waste Management: Solid Waste Management	Area Cleaning Depot: Franschhoek	Dignified Living	500 000	-	-	500 000
Infrastructure Services	Waste Management: Solid Waste Management	Expansion of the landfill site (New cells)	Green and Sustainable Valley	3 000 000	16 000 000	1 000 000	20 000 000
Infrastructure Services	Waste Management: Solid Waste Management	Furniture, Tools & Equipment: Solid Waste	Dignified Living	100 000	50 000	50 000	200 000
Infrastructure Services	Waste Management: Solid Waste Management	Landfill Gas To Energy	Green and Sustainable Valley	16 000 000	500 000	17 000 000	33 500 000
Infrastructure Services	Waste Management: Solid Waste Management	Major Drop-Offs: Construction - Franschoek	Green and Sustainable Valley	3 000 000	2 000 000	-	5 000 000
Infrastructure Services	Waste Management: Solid Waste Management	Major Drop-offs: Construction - Klapmuts	Green and Sustainable Valley	2 199 985	3 000 000	4 000 000	9 199 985
Infrastructure Services	Waste Management: Solid Waste Management	Mini Waste drop-off facilities	Green and Sustainable Valley	100 000	200 000	500 000	800 000
Infrastructure Services	Waste Management: Solid Waste Management	Waste containers	Green and Sustainable Valley	200 000	500 000	200 000	900 000
Infrastructure Services	Waste Management: Solid Waste Management	Upgrade Material Recovery Facility	Dignified Living	2 000 000	-	-	2 000 000
Infrastructure Services	Waste Management: Solid Waste Management	Upgrade depot and sites	Dignified Living	-	300 000	-	300 000
Infrastructure Services	Waste Management: Solid Waste Management	Plant and Vehicles: Solid Waste	Dignified Living	2 500 000	3 500 000	4 000 000	10 000 000
Infrastructure Services	Waste Management: Solid Waste Management	Waste Minimization Projects	Green and Sustainable Valley	800 000	500 000	-	1 300 000
Infrastructure Services	Electrical Services	Ad-Hoc Provision of Streetlighting	Safe Valley	2 500 000	2 500 000	2 289 800	7 289 800

Directorate	Department	Project name	Strategic Objectives	Final Budget 2024/25	Final Budget 2025/26	Final Budget 2026/27	Total MTREF
Infrastructure Services	Electrical Services	Alternative Energy	Safe Valley	20 000 000	24 500 000	26 994 517	71 494 517
Infrastructure Services	Electrical Services	Automatic Meter Reader	Green and Sustainable Valley	400 000	440 000	484 000	1 324 000
Infrastructure Services	Electrical Services	Bien don 66/11kV substation new	Valley of Possibility	8 347 227	20 000 000	44 920 700	73 267 927
Infrastructure Services	Electrical Services	Cable Network: Franschhoek	Dignified Living	-	500 000	5 000 000	5 500 000
Infrastructure Services	Electrical Services	Cable replacement 66kV	Valley of Possibility	-	400 000	-	400 000
Infrastructure Services	Electrical Services	Demand Side Management Geyser Control	Green and Sustainable Valley	500 000	1 000 000	1 000 000	2 500 000
Infrastructure Services	Electrical Services	Electricity Network: Pniel	Valley of Possibility	3 500 000	3 500 000	3 500 000	10 500 000
Infrastructure Services	Electrical Services	Electrification INEP	Valley of Possibility	1 975 000	11 000 000	9 943 000	22 918 000
Infrastructure Services	Electrical Services	Energy Balancing - Metering and Mini-Substations	Valley of Possibility	250 000	250 000	250 000	750 000
Infrastructure Services	Electrical Services	Energy Efficiency and Demand Side Management	Green and Sustainable Valley	5 000 000	5 000 000	5 000 000	15 000 000
Infrastructure Services	Electrical Services	Furniture, Tools and Equipment: Electrical Services	Good Governance and Compliance	100 000	333 182	366 501	799 683
Infrastructure Services	Electrical Services	General System Improvements - Franschhoek	Valley of Possibility	3 500 000	3 500 000	3 500 000	10 500 000
Infrastructure Services	Electrical Services	General Systems Improvements - Stellenbosch	Valley of Possibility	5 500 000	5 900 000	6 340 000	17 740 000
Infrastructure Services	Electrical Services	Infrastructure Improvement - Franschoek	Valley of Possibility	1 500 000	1 500 000	1 500 000	4 500 000
Infrastructure Services	Electrical Services	Integrated National Electrification Programme	Valley of Possibility	321 957	321 957	321 957	965 871
Infrastructure Services	Electrical Services	Jan Marais Upgrade: Remove Existing Tx and replace with 20MVA	Valley of Possibility	2 359 587	-	-	2 359 587
Infrastructure Services	Electrical Services	Kayamandi new substation 11kV switching station	Valley of Possibility	7 500 000	15 000 000	7 500 000	30 000 000
Infrastructure Services	Electrical Services	Laterra Substation	Valley of Possibility	225 680	-	-	225 680
Infrastructure Services	Electrical Services	Meter Panels	Green and Sustainable Valley	250 000	250 000	250 000	750 000
Infrastructure Services	Electrical Services	Network Cable Replace 11 Kv	Valley of Possibility	3 000 000	3 300 000	3 630 000	9 930 000
Infrastructure Services	Electrical Services	Replace Control Panels 66 kV & Circuit breakers	Dignified Living	4 664 498	2 000 000	2 500 000	9 164 498
Infrastructure Services	Electrical Services	Replace Ineffective Meters	Green and Sustainable Valley	250 000	302 500	332 750	885 250
Infrastructure Services	Electrical Services	Stellenbosch Switchgear (11kV) SF6	Valley of Possibility	1 000 000	9 000 000	27 606 738	37 606 738
Infrastructure Services	Electrical Services	Streetlights R304	Dignified Living	1 000 000	1 000 000	1 000 000	3 000 000
Infrastructure Services	Electrical Services	Substation 66kV equipment	Good Governance and Compliance	2 295 974	5 301 136	6 361 363	13 958 473
Infrastructure Services	Electrical Services	System Control Centre & Upgrade Telemetry	Dignified Living	3 960 000	4 356 000	4 791 600	13 107 600
Infrastructure Services	Electrical Services	Cloetesville - Add the third transformer and associated works 20MVA transformer	Dignified Living	1 050 000	450 000	-	1 500 000
Infrastructure Services	Electrical Services	Uninterupted Power Supply for buildings	Safe Valley	2 000 000	2 000 000	-	4 000 000
Infrastructure Services	Electrical Services	Upgrade transformers at Main substation 7.5MVA to 20MVA	Dignified Living	500 000	7 571 200	27 571 200	35 642 400
Infrastructure Services	Electrical Services	Vehicles: Electrical Services	Dignified Living	3 500 000	-	3 200 000	6 700 000
Infrastructure Services	Project Management Unit (PMU)	Franschhoek Mooiwater 236	Dignified Living	13 881 000	-	-	13 881 000
Infrastructure Services	Project Management Unit (PMU)	Furniture, Tools & Equipment: PMU	Dignified Living	75 000	75 000	110 000	260 000
Infrastructure Services	Project Management Unit (PMU)	Upgrading Ad hoc Housing Projects	Dignified Living	300 000	350 000	400 000	1 050 000
Infrastructure Services	Project Management Unit (PMU)	Kayamandi: Zone O (±711 services)	Dignified Living	1 750 000	8 000 000	8 000 000	17 750 000
Infrastructure Services	Water and Wastewater Services: Water	Bulk Water Supply Pipe and Reservoir: Stellenbosch	Valley of Possibility	75 298 093	50 000 000	3 000 000	128 298 093
Infrastructure Services	Water and Wastewater Services: Water	Bulk Water Supply Pipe Line & Pumpstations: Franschhoek	Valley of Possibility	10 000 000	4 000 000	-	14 000 000
Infrastructure Services	Water and Wastewater Services: Water	Bulk Water Supply Pipe: Cloetesville/ Idas Valley	Valley of Possibility	1 000 000	7 000 000	14 000 000	22 000 000
Infrastructure Services	Water and Wastewater Services: Water	Bulk Water Supply Pipe: Idas Valley/Papegaaiberg and Network Upgrades	Valley of Possibility	2 000 000	-	-	2 000 000
Infrastructure Services	Water and Wastewater Services: Water	Bulk Water Supply Pipeline & Reservoir - Jamestown	Valley of Possibility	13 716 870	-	-	13 716 870
Infrastructure Services	Water and Wastewater Services: Water	Bulk Water Upgrades Franschoek	Valley of Possibility	-	-	1 000 000	1 000 000
Infrastructure Services	Water and Wastewater Services: Water	Chlorination Installation: Upgrade	Valley of Possibility	500 000	500 000	500 000	1 500 000
Infrastructure Services	Water and Wastewater Services: Water	Dwarsriver Bulk Supply Augmentation and Network Upgrades	Valley of Possibility	7 320 153	750 000	1 500 000	9 570 153

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Infrastructure Services	Water and Wastewater Services: Water	Furniture, Tools & Equipment: Water	Dignified Living	150 000	200 000	200 000	550 000
Infrastructure Services	Water and Wastewater Services: Water	New Reservoir & Pipeline: Vlottenburg	Dignified Living	28 946 474	-	-	28 946 474
Infrastructure Services	Water and Wastewater Services: Water	Reservoirs and Dam Safety	Dignified Living	950 000	500 000	1 000 000	2 450 000
Infrastructure Services	Water and Wastewater Services: Water	Specialized Vehicles: Water	Good Governance and Compliance	-	5 500 000	-	5 500 000
Infrastructure Services	Water and Wastewater Services: Water	Uniepark & Helshoogte Storage and Supply scheme	Dignified Living	5 000 000	6 000 000	40 000 000	51 000 000
Infrastructure Services	Water and Wastewater Services: Water	Update Water Masterplan	Dignified Living	500 000	500 000	750 000	1 750 000
Infrastructure Services	Water and Wastewater Services: Water	Upgrade and Replace Water Meters	Dignified Living	1 000 000	1 000 000	2 000 000	4 000 000
Infrastructure Services	Water and Wastewater Services: Water	Vehicles: Water	Good Governance and Compliance	1 000 000	1 000 000	-	2 000 000
Infrastructure Services	Water and Wastewater Services: Water	Water Conservation & Demand Management	Good Governance and Compliance	2 000 000	2 000 000	2 000 000	6 000 000
Infrastructure Services	Water and Wastewater Services: Water	Water Telemetry Upgrade	Good Governance and Compliance	1 500 000	1 500 000	-	3 000 000
Infrastructure Services	Water and Wastewater Services: Water	Waterpipe Replacement	Dignified Living	6 000 000	6 000 000	8 000 000	20 000 000
Infrastructure Services	Water and Wastewater Services: Sanitation	Compilation of Water Service Development Plan (tri-annually)	Good Governance and Compliance	300 000	400 000	400 000	1 100 000
Infrastructure Services	Water and Wastewater Services: Sanitation	Dorp Street Bulk Sewer Upgrade	Dignified Living	500 000	-	-	500 000
Infrastructure Services	Water and Wastewater Services: Sanitation	Extention Of WWTW: Stellenbosch	Dignified Living	4 000 000	15 000 000	15 000 000	34 000 000
Infrastructure Services	Water and Wastewater Services: Sanitation	Furniture, Tools & Equipment: Sanitation	Dignified Living	400 000	400 000	400 000	1 200 000
Infrastructure Services	Water and Wastewater Services: Sanitation	Pond rehabilitation and pond pumping systems construction WWTW	Dignified Living	1 500 000	1 500 000	-	3 000 000
Infrastructure Services	Water and Wastewater Services: Sanitation	Refurbish Plant & Equipment - Raithby WWTW	Dignified Living	4 500 000	4 000 000	-	8 500 000
Infrastructure Services	Water and Wastewater Services: Sanitation	Sewer Pumpstation & Telemetry Upgrade	Dignified Living	1 500 000	1 500 000	1 500 000	4 500 000
Infrastructure Services	Water and Wastewater Services: Sanitation	Sewerpipe Replacement	Dignified Living	5 750 000	6 000 000	6 000 000	17 750 000
Infrastructure Services	Water and Wastewater Services: Sanitation	Specialized Vehicles: Sanitation	Dignified Living	3 000 000	-	-	3 000 000
Infrastructure Services	Water and Wastewater Services: Sanitation	Update Sewer Masterplan	Good Governance and Compliance	500 000	500 000	600 000	1 600 000
Infrastructure Services	Water and Wastewater Services: Sanitation	Upgrade Laboratory Equipment	Dignified Living	500 000	-	-	500 000
Infrastructure Services	Water and Wastewater Services: Sanitation	Upgrade of WWTW Wemmershoek	Dignified Living	30 000 000	30 000 000	20 000 000	80 000 000
Infrastructure Services	Water and Wastewater Services: Sanitation	Upgrade of WWTW: Klapmuts	Dignified Living	5 000 000	6 000 000	50 000 020	61 000 020
Infrastructure Services	Water and Wastewater Services: Sanitation	Vehicles: Sanitation	Good Governance and Compliance	1 000 000	2 000 000	-	3 000 000
Infrastructure Services	Water and Wastewater Services: Sanitation	Vlottenburg Outfall Sewer: Construction of Digteby Sewerpipe	Dignified Living	19 053 526	-	-	19 053 526
Infrastructure Services	Roads and Stormwater	Adam Tas Road Intersection Upgrades	Valley of Possibility	300 000	300 000	-	600 000
Infrastructure Services	Roads and Stormwater	Adhoc Minor Upgrading of Roads (WC024)	Dignified Living	300 000	700 000	-	1 000 000
Infrastructure Services	Roads and Stormwater	Adhoc Reconstruction Of Roads (WC024)	Valley of Possibility	5 000 000	5 000 000	5 000 000	15 000 000
Infrastructure Services	Roads and Stormwater	Bridge Assessment and Design	Dignified Living	2 000 000	1 000 000	-	3 000 000
Infrastructure Services	Roads and Stormwater	Furniture, Tools & Equipment: Roads & Stormwater	Good Governance and Compliance	400 000	400 000	400 000	1 200 000
Infrastructure Services	Roads and Stormwater	Gravel Roads Devon Valley - Safety Improvements Structural Repairs	Dignified Living	500 000	800 000	-	1 300 000
Infrastructure Services	Roads and Stormwater	George Blake Urban Upgrade	Dignified Living	300 000	-	-	300 000
Infrastructure Services	Roads and Stormwater	Klapmuts Transport Network	Valley of Possibility	800 000	800 000	800 000	2 400 000
Infrastructure Services	Roads and Stormwater	Lanquedoc Access road and Bridge	Good Governance and Compliance	24 500 000	15 000 000	-	39 500 000
Infrastructure Services	Roads and Stormwater	Parking Area Upgrades - Franschhoek	Valley of Possibility	500 000	-	-	500 000
Infrastructure Services	Roads and Stormwater	Parking Area Upgrades - Stellenbosch	Valley of Possibility	500 000	2 000 000	-	2 500 000
Infrastructure Services	Roads and Stormwater	Reseal Roads - Franschhoek & Surrrounding	Dignified Living	100 000	100 000	2 000 000	2 200 000
Infrastructure Services	Roads and Stormwater	Reseal Roads - Klapmuts, Raithby & Surrounding	Dignified Living	1 000 000	100 000	-	1 100 000
Infrastructure Services	Roads and Stormwater	Reseal Roads - Kylemore & Surrounding	Dignified Living	100 000	1 500 000	-	1 600 000

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Infrastructure Services	Roads and Stormwater	Reseal Roads - Stellenbosch & Surrrounding	Dignified Living	1 400 000	3 000 000	4 000 000	8 400 000
Infrastructure Services	Roads and Stormwater	River Rehabilitation Implementation	Dignified Living	2 000 000	2 100 000	-	4 100 000
Infrastructure Services	Roads and Stormwater	Specialized Vehicles: Roads and Stormwater	Good Governance and Compliance	1 500 000	-	-	1 500 000
Infrastructure Services	Roads and Stormwater	Update Stormwater Masterplan	Valley of Possibility	1 500 000	-	-	1 500 000
Infrastructure Services	Roads and Stormwater	Upgrade Stormwater Retention Facilities	Dignified Living	500 000	500 000	-	1 000 000
Infrastructure Services	Roads and Stormwater	Upgrade Stormwater System	Dignified Living	50 000	200 000	300 000	550 000
Infrastructure Services	Roads and Stormwater	Vehicles Fleet: Roads and Stormwater	Good Governance and Compliance	200 000	-	-	200 000
Infrastructure Services	Roads and Stormwater	Wilderbosch Extention to Technopark	Valley of Possibility	-	1 000 000	-	1 000 000
Infrastructure Services	Roads and Stormwater	Wilderbosch Extension to Trumali	Valley of Possibility	1 500 000	3 000 000	2 000 000	6 500 000
Infrastructure Services	Traffic Engineering	Adhoc Intersection Improvements	Safe Valley	-	1 000 000	-	1 000 000
Infrastructure Services	Traffic Engineering	Bird Street Dualling - Adam Tas to Kayamandi	Dignified Living	200 000	10 000 000	15 000 000	25 200 000
Infrastructure Services	Traffic Engineering	Furniture, Tools & Equipment: Traffic Engineering	Dignified Living	150 000	150 000	150 000	450 000
Infrastructure Services	Traffic Engineering	Jamestown Transport Network - School Street	Dignified Living	5 000 000	5 000 000	2 000 000	12 000 000
Infrastructure Services	Traffic Engineering	Main Road Intersection Improvements: Franschhoek	Dignified Living	2 129 950	3 000 000	-	5 129 950
Infrastructure Services	Traffic Engineering	Main road intersection improvements: Helshoogte rd/La Colline	Dignified Living	400 000	2 000 000	4 000 000	6 400 000
Infrastructure Services	Traffic Engineering	Main Road Intersection Improvements: R44 / Merriman Street	Dignified Living	3 000 000	1 500 000	2 000 000	6 500 000
Infrastructure Services	Traffic Engineering	Main Road Intersection Improvements: Strand / Adam Tas / Alexander	Dignified Living	4 000 000	15 000 000	10 000 000	29 000 000
Infrastructure Services	Traffic Engineering	Pedestrian Crossing Implementation	Safe Valley	100 000	100 000	300 000	500 000
Infrastructure Services	Traffic Engineering	Raised Intersection Implementation	Safe Valley	600 000	500 000	500 000	1 600 000
Infrastructure Services	Traffic Engineering	Road Safety Improvements	Safe Valley	500 000	-	-	500 000
Infrastructure Services	Traffic Engineering		Dignified Living	200 000	200 000	-	400 000
Infrastructure Services	Traffic Engineering	Road Upgrades at School Precincts	Good Governance and Compliance	1 000 000	-		1 000 000
Infrastructure Services	Traffic Engineering	Traffic Calming Projects: Implementation	Safe Valley	500 000	500 000	-	1 000 000
Infrastructure Services	Traffic Engineering	Traffic Management Improvement Programme	Safe Valley	1 000 000	1 000 000	1 000 000	3 000 000
Infrastructure Services	Traffic Engineering	Traffic Signal Control: Installation and Upgrading of Traffic Signals and Associated Components	Safe Valley	500 000	500 000	1 700 000	2 700 000
Infrastructure Services	Traffic Engineering	Traffic Signal Management System	Safe Valley	500 000	1 000 000	-	1 500 000
Infrastructure Services	Traffic Engineering	Universal Access Implementation	Safe Valley	200 000	-	300 000	500 000
Infrastructure Services	Transport Planning	Adam Tas - Corridor Transport	Safe Valley	1 000 000	2 000 000	-	3 000 000
Infrastructure Services	Transport Planning	Adam Tas - Technopark Link Road	Safe Valley	2 500 000	5 000 000	5 000 000	12 500 000
Infrastructure Services	Transport Planning	Bicycle Lockup Facilities	Safe Valley	250 000	250 000	500 000	1 000 000
Infrastructure Services	Transport Planning	Comprehensive Integrated Transport Plan	Good Governance and Compliance	628 000	1 000 000	2 656 000	4 284 000
Infrastructure Services	Transport Planning	Cycle Plan - Design & Implementation	Safe Valley	250 000	750 000	500 000	1 500 000
Infrastructure Services	Transport Planning	Freight Strategy for Stellenbosch & Franschhoek	Valley of Possibility	500 000	-	-	500 000
Infrastructure Services	Transport Planning	Non-Motorised Transport Implementation	Safe Valley	2 000 000	3 000 000	3 000 000	8 000 000
Infrastructure Services	Transport Planning	Non-Motorised Transport Plan	Valley of Possibility	1 000 000	-	-	1 000 000
Infrastructure Services	Transport Planning	Park and Ride (Transport Interchange)	Safe Valley	700 000	700 000	-	1 400 000
Infrastructure Services	Transport Planning	Pedestrian Streets in Stellenbosch	Safe Valley	1 000 000	-	500 000	1 500 000
Infrastructure Services	Transport Planning	Provision of Bulk Parking Planning & Development	Safe Valley	3 000 000	-	-	3 000 000
Infrastructure Services	Transport Planning	Public Transport Facilities (Taxi Ranks) Adhoc Upgrades	Safe Valley	1 000 000	-	1 000 000	2 000 000
Infrastructure Services	Transport Planning	Public Transport Infrastructure (Public Transport Shelters & Embayments)	Valley of Possibility	400 000	-	-	400 000
Infrastructure Services	Transport Planning	Public Transport Planning - WC024	Valley of Possibility	1 000 000	1 000 000	1 000 000	3 000 000
Infrastructure Services	Transport Planning	Re-design of Bergzicht Public Transport Facility	Valley of Possibility	1 000 000	500 000	-	1 500 000
Infrastructure Services	Transport Planning	Stellenbosch - Bicycle network Study	Valley of Possibility	-	-	500 000	500 000

Directorate	Department	Project name	Strategic Objectives	Final Budget 2024/25	Final Budget 2025/26	Final Budget 2026/27	Total MTREF
Infrastructure Services	Transport Planning	Technopark Kerb and Channel Upgrade	Safe Valley	500 000	-	-	500 000
Total Infrastructure Services				**449 483 974**	**413 130 975**	**465 435 146**	**1 328 050 095**
Corporate Services	Information and Communications Technology (ICT)	Fibre Optic Implementation	Good Governance and Compliance	4 000 000	4 000 000	2 000 000	10 000 000
Corporate Services	Information and Communications Technology (ICT)	ICT Cable Reticulation and Management	Valley of Possibility	500 000	500 000	1 000 000	2 000 000
Corporate Services	Information and Communications Technology (ICT)	Purchase and Replacement of Computer/software and Peripheral devices	Good Governance and Compliance	1 270 000	1 270 000	1 500 000	4 040 000
Corporate Services	Information and Communications Technology (ICT)	Server Storage expansion and upgrades	Good Governance and Compliance	1 000 000	1 000 000	2 000 000	4 000 000
Corporate Services	Information and Communications Technology (ICT)	Upgrade and Expansion of IT Infrastructure Platforms	Good Governance and Compliance	1 000 000	2 000 000	2 000 000	5 000 000
Corporate Services	Information and Communications Technology (ICT)	Upgrading Communication Network	Safe Valley	1 500 000	1 500 000	750 000	3 750 000
Corporate Services	Properties and Municipal Building Maintenance	Airconditioners	Dignified Living	700 000	200 000	200 000	1 100 000
Corporate Services	Properties and Municipal Building Maintenance	Furniture, Tools & Equipment: Property Management	Good Governance and Compliance	250 000	-	-	250 000
Corporate Services	Properties and Municipal Building Maintenance	Kayamandi: Upgrading of Makapula Hall	Dignified Living	3 000 000	-	-	3 000 000
Corporate Services	Properties and Municipal Building Maintenance	Structural Improvement: General	Valley of Possibility	11 000 000	4 000 000	1 500 000	16 500 000
Corporate Services	Properties and Municipal Building Maintenance	Structural Maintenance/Upgrade: Beltana	Valley of Possibility	25 000 000	35 000 000	-	60 000 000
Corporate Services	Properties and Municipal Building Maintenance	Structural Upgrade: Jamestown Economic Hub	Valley of Possibility	3 900 000	-	-	3 900 000
Corporate Services	Properties and Municipal Building Maintenance	Upgrade Millenium Hall Pniel	Dignified Living	800 000	-	-	800 000
Corporate Services	Properties and Municipal Building Maintenance	Upgrading Fencing	Safe Valley	1 500 000	1 000 000	1 100 000	3 600 000
Corporate Services	Properties and Municipal Building Maintenance	Upgrading of New Office Space: Ryneveld Street	Valley of Possibility	1 000 000	500 000	500 000	2 000 000
Total Corporate Services				**56 420 000**	**50 970 000**	**12 550 000**	**119 940 000**
Community and Protection Services	Community Development	Furniture, Tools & Equipment: Comm Development	Good Governance and Compliance	60 000	50 000	50 000	160 000
Community and Protection Services	Community Development	Social Relief Distress Vehicle	Good Governance and Compliance	350 000	500 000	-	850 000
Community and Protection Services	Community Development	Upgrading: Early Childhood Development Centres on Municipal Land	Good Governance and Compliance	6 329 003	-	6 000 000	12 329 003
Community and Protection Services	Community Services: Library Services	Furniture, Tools & Equipment: Pniel Library	Good Governance and Compliance	10 000	10 000	-	20 000
Community and Protection Services	Community Services: Library Services	Library Books	Good Governance and Compliance	200 000	200 000	200 000	600 000
Community and Protection Services	Community Services: Library Services	Upgrading: Cloetesville Library	Dignified Living	450 000	-	-	450 000
Community and Protection Services	Community Services: Library Services	Furniture, Tools and Equipment: Idas Valley	Good Governance and Compliance	500 000	-	-	500 000
Community and Protection Services	Community Services: Library Services	Furniture, Tools and Equipment: Kayamandi	Good Governance and Compliance	20 000	500 000	-	520 000
Community and Protection Services	Community Services: Library Services	Vehicle Fleet: Library Services	Good Governance and Compliance	400 000	400 000	-	800 000
Community and Protection Services	Halls	Furniture, Tools & Equipment: Halls	Good Governance and Compliance	200 000	-	-	200 000
Community and Protection Services	Halls	Upgrading of Halls	Dignified Living	50 000	-	-	50 000
Community and Protection Services	Halls	Vehicle Fleet: Halls	Good Governance and Compliance	-	500 000	500 000	1 000 000
Community and Protection Services	Sports Grounds and Picnic Sites	Fencing: Sport Grounds (WC024)	Safe Valley	1 750 000	-	-	1 750 000
Community and Protection Services	Sports Grounds and Picnic Sites	Furniture, Tools & Equipment: Sports	Good Governance and Compliance	400 000	-	-	400 000
Community and Protection Services	Sports Grounds and Picnic Sites	Recreational Equipment Sport	Valley of Possibility	200 000	-	-	200 000
Community and Protection Services	Sports Grounds and Picnic Sites	Upgrade of netball courts	Dignified Living	200 000	-	-	200 000

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Community and Protection Services	Sports Grounds and Picnic Sites	Upgrade of Sport Facilities	Dignified Living	2 400 000	1 000 000	1 000 000	4 400 000
Community and Protection Services	Sports Grounds and Picnic Sites	Installation of Cricket nets	Dignified Living	50 000	-	250 000	300 000
Community and Protection Services	Sports Grounds and Picnic Sites	Clubhouse Devon Valley Sport Facility	Dignified Living	200 000	2 000 000	-	2 200 000
Community and Protection Services	Sports Grounds and Picnic Sites	Specialized Vehicles: Sports	Dignified Living	1 000 000	-	-	1 000 000
Community and Protection Services	Sports Grounds and Picnic Sites	Upgrading of Swimming Pool	Dignified Living	300 000	200 000	-	500 000
Community and Protection Services	Environmental Management: Implementation	Furniture, Tools & Equipment: Environmental Management	Good Governance and Compliance	150 000	150 000	200 000	500 000
Community and Protection Services	Environmental Management: Implementation	Jonkershoek Picnic Site	Valley of Possibility	200 000	-	-	200 000
Community and Protection Services	Environmental Management: Implementation	Specialized Equipment: Workshop	Good Governance and Compliance	1 500 000	-	-	1 500 000
Community and Protection Services	Environmental Management: Implementation	Vehicle Fleet: Workshop	Good Governance and Compliance	800 000	-	-	800 000
Community and Protection Services	Environmental Management: Implementation	Furniture, Tools & Equipment: Air and Noise Control	Good Governance and Compliance	-	100 000	-	100 000
Community and Protection Services	Environmental Management: Urban Forestry	Design and implement electronic Urban Forestry management tool	Green and Sustainable Valley	250 000	-	-	250 000
Community and Protection Services	Environmental Management: Urban Forestry	Furniture, Tools & Equipment: Urban Forestry	Good Governance and Compliance	1 500 000	-	-	1 500 000
Community and Protection Services	Environmental Management: Urban Forestry	Specialized equipment: Urban Forestry	Good Governance and Compliance	1 500 000	-	-	1 500 000
Community and Protection Services	Environmental Management: Urban Forestry	Fencing :Urban Forestry	Good Governance and Compliance	1 000 000	-	-	1 000 000
Community and Protection Services	Environmental Management: Urban Forestry	Urban Forestry: Purchasing of trailer	Good Governance and Compliance	-	-	1 000 000	1 000 000
Community and Protection Services	Environmental Management: Urban Forestry	Vehicle Fleet: Urban Forestry	Good Governance and Compliance	-	-	1 200 000	1 200 000
Community and Protection Services	Cemeteries	Calcatta Memorial Park	Dignified Living	30 000 000	42 320 550	-	72 320 550
Community and Protection Services	Cemeteries	Vehicle Fleet: Cemeteries	Good Governance and Compliance	500 000	-	1 000 000	1 500 000
Community and Protection Services	Parks and Cemeteries	Beautification of Parks and Cemeteries	Green and Sustainable Valley	800 000	900 000	1 000 000	2 700 000
Community and Protection Services	Parks and Cemeteries	Fencing :Parks and Gardens	Safe Valley	1 000 000	1 000 000	1 000 000	3 000 000
Community and Protection Services	Parks and Cemeteries	Upgrading of Parks	Green and Sustainable Valley	100 000	100 000	200 000	400 000
Community and Protection Services	Parks and Cemeteries	Furniture, Tools & Equipment: Parks & Cemetries	Good Governance and Compliance	50 000	-	300 000	350 000
Community and Protection Services	Parks and Cemeteries	Vehicle Fleet: Parks & Cemeteries	Good Governance and Compliance	1 000 000	1 000 000	-	2 000 000
Community and Protection Services	Parks and Cemeteries	Stellenbosch Beautification	Good Governance and Compliance	-	-	-	-
Community and Protection Services	Parks and Cemeteries	Purchase of Specialised Vehicles	Good Governance and Compliance	-	-	1 200 000	1 200 000
Community and Protection Services	Parks and Cemeteries	Urban Greening: Beautification: Main Routes and Tourist Routes	Good Governance and Compliance	100 000	100 000	200 000	400 000
Community and Protection Services	Disaster Management	Vehicle Fleet: Disaster Management	Safe Valley	-	600 000	-	600 000
Community and Protection Services	Fire and Rescue Services	Furniture, Tools & Equipment: Fire	Good Governance and Compliance	50 000	-	500 000	550 000
Community and Protection Services	Fire and Rescue Services	Specialized Vehicles: Fire	Safe Valley	3 500 000	-	-	3 500 000
Community and Protection Services	Fire and Rescue Services	Fire Station - Jamestown	Safe Valley	1 150 000	8 000 000	-	9 150 000

Directorate	Department	Project name	Strategic Objectives	Final Budget 2024/25	Final Budget 2025/26	Final Budget 2026/27	Total MTREF
Community and Protection Services	Fire and Rescue Services	Rescue equipment	Safe Valley	1 000 000	-	1 000 000	2 000 000
Community and Protection Services	Fire and Rescue Services	Vehicle Fleet: Fire Services	Safe Valley	-	1 000 000	-	1 000 000
Community and Protection Services	Disaster Management	Re-tarring drill yard: Stellenbosch	Safe Valley	-	-	1 000 000	1 000 000
Community and Protection Services	Law Enforcement and Security	Furniture, Tools & Equipment: Law Enforcement	Good Governance and Compliance	200 000	-	-	200 000
Community and Protection Services	Law Enforcement and Security	Install and Upgrade CCTV/ LPR Cameras In WC024	Safe Valley	2 343 326	1 000 000	1 000 000	4 343 326
Community and Protection Services	Law Enforcement and Security	Install Computerized Access Security Systems and CCTV Cameras At Municipal Buildings	Safe Valley	1 000 000	1 000 000	1 000 000	3 000 000
Community and Protection Services	Law Enforcement and Security	Law Enforcement Tools and Equipment	Safe Valley	300 000	-	-	300 000
Community and Protection Services	Law Enforcement and Security	Neighborhood Watch Safety equipment	Safe Valley	250 000	-	-	250 000
Community and Protection Services	Law Enforcement and Security	Security Upgrades	Safe Valley	650 000	-	-	650 000
Community and Protection Services	Law Enforcement and Security	Vehicle Fleet: Law Enforcement	Good Governance and Compliance	1 500 000	1 500 000	1 500 000	4 500 000
Community and Protection Services	Traffic Services	Furniture, Tools & Equipment: Traffic Services	Good Governance and Compliance	45 000	-	-	45 000
Community and Protection Services	Traffic Services	Specialized Equipment: Traffic	Good Governance and Compliance	1 500 000	-	-	1 500 000
Community and Protection Services	Traffic Services	Specialized Vehicles: Traffic	Good Governance and Compliance	2 750 000	2 000 000	-	4 750 000
Total Community Services				**71 757 329**	**66 130 550**	**21 300 000**	**159 187 879**
Financial Services	Financial Management Services	Furniture, Tools & Equipment: FS	Good Governance and Compliance	100 000	100 000	100 000	300 000
Financial Services	Supply Chain Management	Furniture, Tools & Equipment: SCM	Good Governance and Compliance	150 000	150 000	150 000	450 000
Financial Services	Revenue and Expenditure	Furniture, Tools & Equipment: Rev n Exp	Good Governance and Compliance	150 000	150 000	150 000	450 000
Financial Services	Financial Management Services	Vehicle Fleet: FMS	Good Governance and Compliance	1 000 000	1 000 000	1 000 000	3 000 000
Total Financial Services				**1 400 000**	**1 400 000**	**1 400 000**	**4 200 000**
Grand Total				**599 345 303**	**586 441 525**	**562 080 146**	**1 747 866 974**

6.2	MONTHLY FINANCIAL STATUTORY REPORTING: DEVIATIONS FOR JUNE 2024

Collaborator No:
IDP KPA Ref No: **Good Governance and Compliance**
Meeting Date: **24 July 2024**

1. SUBJECT: MONTHLY FINANCIAL STATUTORY REPORTING: DEVIATIONS FOR JUNE 2024

2. PURPOSE

To comply with Regulation 36(2) of the Municipal Supply Chain Management Regulations and Section 36 of the Supply Chain Management Policy 2023/2024 to report the deviations to Council.

3. DELEGATED AUTHORITY

Council

FOR NOTING.

4. EXECUTIVE SUMMARY

Regulation 36(2) of the Municipal Supply Chain Management Regulations and Section 36 of the Supply Chain Management Policy (2023/2024) stipulate that SCM deviations be reported to Council. In compliance thereto, this report presents to Council the SCM deviations that occurred during June 2024.

5. RECOMMENDATION

that Council notes the deviations as listed for the month of June 2024.

6. DISCUSSION / CONTENTS

6.1 Background/Legislative Framework

The regulation applicable is as follows:

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

Deviation from and ratification of minor breaches of, procurement processes

36. (1) A supply chain management policy may **allow the accounting officer**—
(*a*) To **dispense with the official procurement processes** established by the policy and to procure any required goods or services through any convenient process, which may include direct negotiations, but only—
(i) in an emergency.
(ii) if such goods or services are produced or available from a single provider only.
(iii) for the acquisition of special works of art or historical objects where specifications are difficult to compile.
(iv) acquisition of animals for zoos; or
(v) in any other exceptional case where it is impractical or impossible to follow the official procurement processes; and

(*b*) to ratify any minor breaches of the procurement processes by an official or committee acting in terms of delegated powers or duties which are purely of a technical nature.

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

6.2 Discussion

Reporting the deviations as approved by the Accounting Officer for June 2024:

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

DEVIATION NUMBER	CONTRACT DATE	NAME OF CONTRACTOR	CONTRACT DESCRIPTION	REASON	SUBSTANTIATION WHY SCM PROCESS COULD NOT BE FOLLOWED	TOTAL CONTRACT PRICE ®
D/SM 14/24	2024/06/05	ACTOM Power Transformers	Jan Marais SS Transformer upgrades: Extension of Transformer Storage & Associated Costs (June 2024 – December 2025)	Exceptional case and it is impractical or impossible to follow the official procurement processes	The deviation for the Jan Marais S/S Transformer Upgrade: Extension of Transformer Storage & Associated Costs was due to the nature of the storage of power transformers which required that it be filled with Hydrogen gas and monitored by specialised professionals. The storage cannot be done onsite at Stellenbosch Municipality. It was important that the transformer remain with the manufacturer to ensure that all the warranties and guarantees would remain intact, and the municipality not carry any risk until the installation. There were unforeseen circumstances between the time that the transformers were procured and the anticipated time of the construction work to install these transformers. These are the reasons that resulted to the extension of the storage: 1. The initial consultant had its contract terminated due to poor performance; and 2. The appointed contractor had its contract terminated due to poor performance; and 3. The second Consultant, who was initially only appointed to project manage the contract had its scope of work extended to include the appointment of a new contractor due to the termination of first contractor's contract. All the above contributed to the delay of the construction work which necessitated the deviation	**R2 430 628,50** (VAT inclusive)

					for the extension of the storage for these transformers. It is an exceptional case, and it was impractical or impossible to follow the official procurement processes.	
D/SM 15/24	2024/06/18	Microsoft Ireland Operations Ltd	Appointment of Microsoft corporation for an enterprise license agreement for a period 1 July 2024 to 30 June 2027.	Goods or services are produced or available from a single provider	An official SCM process could not be followed to renew the Microsoft Enterprise License Agreement since Microsoft Corporation is the sole provider of Microsoft products and services and the municipality received confirmation of it.	Estimated Cost: **R 11 116 587.45** (VAT inclusive)
D/SM 16/24	2024/06/27	Ontec Systems (Pty) Ltd	Appointment of Ontec Systems on monthly basis untill 30 November 2024 to read meters remotely, via automated meter reading (AMR) system and manage metering services for large power users and small-scale embedded generations consumers: starting form 1 July 2024	Exceptional case and it is impractical or impossible to follow the official procurement processes	The procurement process for the appointment of a new service provider for remote meter reading and management of large power users was concluded on 24 May 2024. The tender was cancelled as no responsive bids were received. Consequently, the tender must be re-advertised. The primary concern lies in (i) the short period left before the existing contract end. (ii) the period it would take to complete a new tender process. (iii) the setup period of two months needed to have a fully functioning systems if a new service provider is appointed. Therefore, with the setup period of two months it is impossible to follow a formal procurement process. Ontec Systems is currently providing the service under contract number B/SM 65/21 until 30 June 2024. There is a need to have an operational service provider in place by 1 July 2024. It is an exceptional case and it is impractical or impossible to follow the official procurement processes	Estimated Cost: **R130 705,75** (VAT inclusive)
D/SM 17/24	2024/06/27	Ontec Systems (Pty) Ltd	Appointment of Ontec Systems on a month-to-month basis until 30 November 2024 to manage the existing STS6 edition 2 compliant electricity prepayment vending: starting 1 July 2024	Exceptional case and it is impractical or impossible to follow the official procurement processes	The procurement process aimed at appointing a new service provider to supply installation and management of STS6 edition 2 compliant prepayment electricity vending has been concluded on 7 June 2024. The tender was cancelled as no responsive bids were received. Consequently, the tender must be re-advertised. The primary concern lies in (i) (i) the short period left before the existing contract end. (ii) the period it would take to complete a new tender process. (iii) the setup period of two months needed to have a fully functioning systems if a new service provider is appointed. Therefore, with the setup period of two months it is impossible to	Estimated Cost: **R3 159 435,70** (VAT inclusive)

					follow a formal procurement process. There is a need to have an operational service provider in place by 1 July 2024. It is an exceptional case and it is impractical or impossible to follow the official procurement processes.	
D/SM 18/24	2024/06/28	Mafoko Security Services	Unarmed Security Tender B/SM 73/21	The possibility of damage to property, or suffering and death of livestock and animals;	Tender BSM 73/21 Appointment of Private Unarmed Security Service for The Greater WC024, lapsed on 30 June 2024. The internal processes to finalize the new tender BSM 65/24 are still in process. The reason for the extension is to provide a critical and specialized service that the municipality does not have capacity to render, but an external service provider. Therefore, all municipal sites, properties and assets need to be protected by using unarmed security service as from 01 July 2024. It is an exceptional case and it is impractical or impossible to follow the official procurement processes.	Estimated Cost: **R15 164 025,05** (VAT inclusive)
D/SM 19/24	2024/06/28	TMT Services and Supplies (Pty) Ltd	Provision of traffic law enforcement equipment, back-office system, and related services BSM 03/22.	Exceptional case and it is impractical or impossible to follow the official procurement processes	The municipality received notification from Road Traffic Infringement Agency (RTIA) in September 2023 that Administrative Adjudication of Road Traffic Offences Act (AARTO) will be implemented on the 1st of February 2024. This would have impacted the existing tender as well as the specifications of the new tender. The municipality was also informed that a Service level agreement need to be entered into with the South African Post Office and Government Printers. The municipality has made numerous submissions on the implementation of AARTO and have not received any feedback to date. In April 2024 the Municipality received official notification from the Western Cape Provincial AARTO Steering Committee, that the implementation of AARTO will be postponed, and it should wait for further communication. To date there was no communication. The Municipality went ahead and finalized the tender with a provision that should AARTO be implemented, the successful tenderer and the municipality will have to amend the tender to accommodate AARTO. The tender was advertised and closed	Estimated Cost: **R7 032 202,99** (VAT inclusive)

					on 18 June 2024. The user department must still evaluate the tender and if awarded an appeal period of 21 days will also apply which will take us into the new financial year. There is a need to have an operational service provider in place by 1 July 2024. It is an exceptional case, and it is impractical or impossible to follow the official procurement processes	
D/SM 20/24	2024/06/28	Easy Pay (Pty) Ltd	Bill payments receipting services	Exceptional case and it is impractical or impossible to follow the official procurement processes	The appointment of a service provider as from 1 July 2024 have not been concluded, the tender was advertised and ready to be awarded, but the appeal period will take us into the new financial year. There is a need to have an operational service provider in place by 1 July 2024. It is an exceptional case, and it is impractical or impossible to follow the official procurement processes.	Estimated Cost: **R404 000,00** (VAT inclusive)

6.3 Legal Implications

The regulation applicable is:

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

6.4 Staff Implications:

No staff implications.

6.5 Previous / Relevant Council Resolutions:

None.

6.6 Risk Implications

That the market may not be tested.

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

6.7 Comments from Senior Management:

The item was not circulated for comment except to Municipal Manager

6.7.1 Municipal Manager

Supports the recommendations.

6.3	**OVERSIGHT ROLE OF COUNCIL: SUPPLY CHAIN MANAGEMENT POLICY-REPORT ON THE IMPLEMENTATION OF THE SUPPLY CHAIN MANAGEMENT POLICY OF STELLENBOSCH MUNICIPALITY: ANNUAL IMPLEMENTATION REPORT (01 JULY 2023 - 30 JUNE 2024)**

Collaborator No:
IDP KPA Ref No: **Good Governance and Compliance**
Meeting Date: **24 July 2024**

1. SUBJECT: OVERSIGHT ROLE OF COUNCIL: SUPPLY CHAIN MANAGEMENT POLICY-REPORT ON THE IMPLEMENTATION OF THE SUPPLY CHAIN MANAGEMENT POLICY OF STELLENBOSCH MUNICIPALITY: ANNUAL IMPLEMENTATION REPORT (01 JULY 2023 - 30 JUNE 2024)

2. PURPOSE

To submit to Management a report for the period 01 July 2023 - 30 June 2024 on the implementation of Council's Supply Chain Management Policy. The report covers the performance of the various delegated functions and the implementation thereof.

3. FOR DECISION BY MUNICIPAL COUNCIL

Section 6 (2) (i) & 4 of the SCM Policy 2022/2023 determines that the Accounting Officer must, within 30 days of the end of each financial year; submit a report on the implementation of the SCM Policy to the Executive Mayor. This report must be made public in accordance with section 21A of the Municipal Systems Act (32 of 2000).

4. EXECUTIVE SUMMARY

Within 30 days of the end of each financial year the Accounting Officer must submit a report on the implementation of the Supply Chain Management Policy to the Executive Mayor. In terms of the SCM Regulations and Council's SCM Policy the SCM unit has been delegated to perform powers and functions that related to the procurement of goods and services, disposal of goods no longer needed, the selection of contractors to provide assistance in the provision of municipal services.

5. RECOMMENDATIONS

(a) that Council approves report and **ANNEXURE A** attached to the report, and

(b) that the report be made public in accordance with section 21A of the Municipal Systems Act.

6 DISCUSSION/CONTENTS

6.1 Background

SCM must report within 30 days of the end of each financial year on the implementation of the SCM System.

6.2 Constitutional and Policy Implications

Paragraph 2(1) of Council's SCM Policy determines that all officials and other role players in the supply chain management system of the Stellenbosch Municipality must implement the SCM Policy in a way that gives effect to section 217 of the Constitution

and Part 1 of Chapter 11 of the Municipal Finance Management Act (56 of 2003) and other applicable provisions of the Act; is fair, equitable, transparent, competitive and cost-effective; complies with the Regulations and any norms and standards that may be prescribed in terms of section 168 of the MFMA; is consistent with other applicable legislation; does not undermine the objective for uniformity in supply chain management systems between organs of state in all spheres; and is consistent with national economic policy concerning the promotion of investments and doing business with the public sector.

Paragraph 6(1) of the Supply Chain Management Policy of Council determines that the Council of Stellenbosch municipality reserves the right to maintain oversight over the implementation of the SCM Policy as approved and amended from time to time. Paragraph 6 (2) (i) of the above stated Policy determines that the Accounting Officer must within 30 days of the end of each financial year; submit a report on the implementation of the SCM Policy to the Executive Mayor.

6.3 Environmental implications

None.

6.4 Financial Implications

The financial implications are the transactions for the procurement of goods and services that were processed during the 01 July 2023 - 30 June 2024 and the payments that will derive from these commitments.

6.5 Legal Implications

The Municipal Finance Management Act (section 112) stipulates that the SCM Policy should comply with a prescribed framework as set out in section 112(1) and section 112(2) that stipulates that the regulatory framework for the municipal supply chain management must be fair, equitable, transparent, competitive and cost-effective. Reporting back in terms of paragraph 6 (2) (i) of the SCM Policy 2022/2023 to the Executive Mayor and Council on the implementation of the supply chain management system and processes enables the Executive Mayor and Council to maintain the oversight role over the implementation of the SCM Policy as approved by Council.

6.6 Staff Implications

None.

6.7 Previous / Relevant Council Resolutions

None.

APPENDICES

ANNEXURE A: Report for the period 01 July 2023 - 30 June 2024 on the Implementation of Council's Supply Chain Management Policy

ANNEXURE A

STELLENBOSCH MUNICIPALITY

IMPLEMENTATION OF SYSTEM – SUPPLY CHAIN MANAGEMENT

SECTION 6 (2)(a)(i) OF SCM REGULATIONS:
OVERSIGHT ROLE OF COUNCIL OVER THE IMPLEMENTATION OF SCM POLICY

PERIOD: 01 JULY 2023 – 30 JUNE 2024

REG. NO.	CRYPTIC DESCRIPTION OF POWER OR DUTY	POWER CURRENTLY RESIDING	DELEGATED	IMPLE-MENTED	COMMENTS
3(1)(a)	Prepare and submit a draft supply chain management policy complying with regulation 2 to the council of the municipality for adoption.	Accounting Officer	Chief Financial Officer	YES	Done
3(1)(b)	Review at least annually the implementation of the policy.	Accounting Officer	Chief Financial Officer	YES	Done
3(1)(c)	Submit when considered necessary, proposals for amendment of the policy by the Council.	Accounting Officer	Chief Financial Officer	YES	Done The Minister of Finance has in terms of section 168 (1) of the Local Government: Municipal Finance Management Act, 2003 (Act No 56 of 2003), made amendments to the Supply Chain Management Regulations published under General Notice No ,868 of 30 May 2005 and as amended by Government Notice No. R31 of 20 January 2017. The amendments to the Supply Chain Management Regulations were published in the Government Gazette on 14 December 2023 and the required revisions to the Municipality's Supply Chain Management Policy were done

REG. NO.	CRYPTIC DESCRIPTION OF POWER OR DUTY	POWER CURRENTLY RESIDING	DELEGATED	IMPLE-MENTED	COMMENTS
					and approved by Council.
3(2)(a)	Make use of any Treasury guidelines determining standards for municipal supply chain management policies and submit to the council that guidelines standard or modified version therefore, as a draft policy.	Accounting Officer	Chief Financial Officer	YES	All NT guidelines are included in standard documents and the municipalities SCM policy is aligned with the Model SCM policy of NT.
3(2)(b)	Ensure that a draft policy submitted to council that differs from the guideline standard complies with Regulation 2.	Accounting Officer	Chief Financial Officer	YES	Not Applicable
3(1)(c)	Report any deviation from the guideline standard to the National Treasury and relevant provincial treasury	Accounting Officer	Chief Financial Officer	YES	Not Applicable
3(4)	Must, in terms of section 62(1)(f) ((iv) take all reasonable steps to ensure that the municipality has and implements a supply chain management policy as set out in Regulation 2	Accounting Officer	Chief Financial Officer	YES	Done
5(2)(a)	Make a final award above R10 million (VAT included).	Accounting Officer (after considering recommendation of Bid Adjudication Committee)		YES	In financial year 2023/2024, there were twenty-five (25) final awards above R10 million.
5(2)(b)	Make a final award above R200 000(VAT included), but not exceeding R10 million (VAT included. and R 300 000.00 as from 1 March 2024	Accounting Officer	Bid Adjudication Committee	YES	In the financial year 2023/2024, there were sixty-five (35) final awards above R200 000 but not exceeding R10 million.) and 30 as from 1 March 2024.

REG. NO.	CRYPTIC DESCRIPTION OF POWER OR DUTY	POWER CURRENTLY RESIDING	DELEGATED	IMPLE-MENTED	COMMENTS
5(2)(c)	Make a final award not exceeding R200 000(VAT included) including the appointment of consultants	Accounting Officer	CFO and Senior Manager - SCM and Senior Accountants	YES	Operational Delegations are in place with clear segregation of duties as stipulated in MFMA section 115 (b)
5(3)	Submit to the officials referred to in regulation 5(4) within five days of the end of each month a written report containing particulars of each final award, except procurements made from petty cash, made during that month, including – (a) the amount of the award. (b) the name of the person to whom the award was made. (c) the reason why the award was made to that person; and (d) the BEE/HDI status of that entity/person.	Bid Adjudication Committee (refer regulation 5(4)(a) Chief Financial Officer – 5(4)(b)	Chief Financial Officer Senior Manager SCM	YES	**The awards made were submitted on the following dates within this financial year:** 03 August 2023 01 September 2023 03 October 2023 03 November 2023 05 December 2023 03 January 2024 05 February 2024 04 March 2024 03 April 2024 03 May 2024 03 June 2024 03 July 2024
6(1)	Maintain oversight over the implementation of the supply chain management policy.	Municipal Council		YES	The Supply Chain Management policy was submitted to the council in the last quarter of the previous financial year as part of the Budget Related policies.
6(2)(a)(i)	Submit a report to council within 30 days of the end of each financial year on the implementation of the supply chain management policy of the municipality.	Accounting Officer		YES	Done
6(2)(a)	Immediately submit a report to council whenever there are serious and material; problems in the implementation of the supply chain management policy, including such a report from any municipal entity as envisaged by this Regulation 6(2)(a)(iii)	Accounting Officer		N/A	To date no serious or material problems have occurred in implementing the SCM policy.

REG. NO.	CRYPTIC DESCRIPTION OF POWER OR DUTY	POWER CURRENTLY RESIDING	DELEGATED	IMPLE-MENTED	COMMENTS
6(3)	Submit a report to the mayor of the municipality within ten days of each quarter on the implementation of the supply chain management policy.	Accounting Officer	Chief Financial Officer	YES	Done.
7(1)	Establish a supply chain management unit.	Accounting Officer	Chief Financial Officer	YES	Unit operates under direct supervision of CFO
12(1)	Direct that: a) cash purchases up to transaction value as defined l Council's Petty Cash policy. b) one verbal quotation be obtained for any specified procurement of a transaction value lower than R2,000 (VAT included). c) written or verbal quotations for procurement of goods and/or services of a transaction value between R 2, 000.00 and R 10 000.00 (VAT included) d) formal written price quotations for procurement of goods and/or services of a transaction value between R 10,000.00 and R 200,000.00.) and R 300 000.00 as from 1 March 2024 e) a competitive bidding process be followed for any specific procurement of a transaction value higher than R200 000.	Accounting Officer	Operational delegations in place	YES	The SCM unit is responsible for procurement within these thresholds. Delegations were approved and signed by the relevant officials and were amended with the policy that was approved by the council to be in line with the prescribed threshold for Formal Written quotations.
12(2)(a)	Allow the Accounting Officer to lower, but not to increase, the different threshold values specified. in sub regulation (1).	Accounting Officer	Chief Financial Officer	YES	Delegated officials act within delegated thresholds.
14(1)(a)(ii)	Invite prospective providers of goods and services at least once a year through newspaper commonly circulating locally, the website of the municipality	Accounting Officer	Senior: Manager SCM	YES	Done
14(1)(b)	Specify the listing criteria for accredited prospective providers.	Accounting Officer	Chief Financial Officer	YES	Listing criteria is contained within the registration form.
14(1)(c)	Disallow the listing of any prospective provider whose	Accounting Officer		YES	SCM consults the National Treasury's

REG. NO.	CRYPTIC DESCRIPTION OF POWER OR DUTY	POWER CURRENTLY RESIDING	DELEGATED	IMPLE-MENTED	COMMENTS
	name appears on the National Treasury's database as a person prohibited from doing business with the public sector.				database of defaulters before awarding tenders and quotations.
14(2)	Update the list of prospective providers at least quarterly to include any additional prospective providers and any new commodities or types of services.	Municipal Council	Chief Financial Officer	YES	Done
15	Requesting reconciliations on petty cash purchases monthly.	Chief Financial Officer	Manager: Expenditure section	YES	Done
16(c)	If it is not possible to obtain at least three written quotations, record, and report quarterly to the accounting officer, or another official designated by the accounting officer, the reasons for this.	Accounting Officer	Chief Financial Officer	YES	**Reports were submitted on the following dates within this financial year:** 03 August 2023 01 September 2023 03 October 2023 03 November 2023 05 December 2023 03 January 2024 05 February 2024 04 March 2024 03 April 2024 03 May 2024 03 June 2024 03 July 2024
16(e)	Record the name of potential providers requested to provide written quotation with their quoted prices.	Accounting Officer	Chief Financial Officer	YES	**Reports were submitted on the following dates within this financial**

REG. NO.	CRYPTIC DESCRIPTION OF POWER OR DUTY	POWER CURRENTLY RESIDING	DELEGATED	IMPLE-MENTED	COMMENTS
17(1)(c)	Approve the recorded reasons for not obtaining at least three written price quotations.	Chief Financial Officer	Senior Manager SCM & CFO: below R200,000 and R 300 000.00 as from 1 March 2024 Accountants: Acquisitions, Contracts and SCM: Accountant Demand and Chief Buyer: below R200,000 and R 300 000.00 as from 1 March 2024.	YES	**year:** 03 August 2023 01 September 2023 03 October 2023 03 November 2023 05 December 2023 03 January 2024 05 February 2024 04 March 2024 03 April 2024 03 May 2024 03 June 2024 03 July 2024
17(1)(d)	Record the names of the potential formal written price quotation providers and their written quotations.	Accounting Officer	Senior Manager: Supply Chain Management	YES	
17(2)	Report to the CFO within three days at the end of the month on any approvals given during that month by that the designed official referred to in sub-regulation (1) (c).	Chief Financial Officer	Senior Manager: Supply Chain Management	YES	
18 (a)	All requirements more than R30,000 (VAT included) by means of formal written price quotations should be advertised for at least 7 days on the website and municipal official website.	Chief Financial Officer	Senior Manager: Supply Chain Management	YES	Done
18 (b)	When using the list of accredited prospective providers, it should promote ongoing competition amongst providers by inviting providers to submit quotations on a rotational basis.	Chief Financial Officer	Senior Manager: Supply Chain Management	YES	Done
18(c)	Must take all reasonable steps to ensure that the procurement of goods and services through written quotations or formal written price quotations is not abused.	Accounting Officer	Chief Financial Officer	YES	Quotations and Formal written quotations are placed on the website and only opened on the closing date and time and mitigate the risks during the calling for quotations.

REG. NO.	CRYPTIC DESCRIPTION OF POWER OR DUTY	POWER CURRENTLY RESIDING	DELEGATED	IMPLE-MENTED	COMMENTS
18(d)	Notify the Accounting Officer or CFO in writing monthly of all written quotations and formal written price quotations accepted by the official acting in terms of a sub-delegation	Chief Financial Officer	Senior Manager: Supply Chain Management	YES	**Reports were submitted on the following dates within this financial year:** 03 August 2023 01 September 2023 03 October 2023 03 November 2023 05 December 2023 03 January 2024 05 February 2024 04 March 2024 03 April 2024 03 May 2024 03 June 2024 03 July 2024
22 (b) (i)	The publication notice must contain the closure date for the submission of bids, which may not be less than 3 weeks in case of transactions over R10m (VAT included), or which are of long-term nature, or 14 days in any other case, from date on which the advertisement is placed in a newspaper.	Accounting Officer	Bid Specifications Committee	YES	For financial year 2023/2024, one-hundred-and-twenty-one (121) tenders specifications served before the Bid Specifications committee.
22(2)	The Accounting Officer may determine the closure date for the submission of bids which is less than the 30 days or 14 days requirement, but only if such shorter period can be justified on the grounds of urgency or emergency or any exceptional case where it is impractical or impossible to follow the official procurement process.	Accounting Officer		YES	None

REG. NO.	CRYPTIC DESCRIPTION OF POWER OR DUTY	POWER CURRENTLY RESIDING	DELEGATED	IMPLE-MENTED	COMMENTS
23(a) (i)(ii)	The handling, opening and recording of bids should be (i) be opened to the public. (ii) must be opened at the same time and as soon as possible after the period for the submission of bids has expired;	Accounting Officer	Senior Manager: Supply Chain Management	YES	Done
23 (c)	(ii) make the register available for public inspection. (iii) publish the entries in the register and the bid results on the website of the municipality	Accounting Officer	Senior Manager: Supply Chain Management	YES	Done
24(1)	Negotiate the final terms of a contract with bidders identified through a competitive bidding process as preferred bidders, provided that such negotiation – (a) does not allow any preferred bidder a second or unfair opportunity. (b) is not to the detriment of any other bidder; and (c) does not lead to a higher price than the bid submitted. Minutes of such negotiations must be kept.	Accounting Officer	Relevant user department Head of Department or Director	YES	Provision for the signing of a Form of Tender/Service Level Agreement with successful vendors is being made in the tender documents.
26(1)(b)	Appoint the members of the bid specification, evaluation, and adjudication committees, taking into account Section 117 of the MFMA.	Accounting Officer		YES	Done
26(1)(c)	Appoint a neutral or independent observer to a bid specification, evaluation or adjudication committee for an attendance and oversight process when this is appropriate for ensuring fairness and promoting transparency.	Accounting Officer		N/A	Not Applicable
26(3)	Apply the committee system to formal written price quotations.	Accounting Officer		N/A	Done

REG. NO.	CRYPTIC DESCRIPTION OF POWER OR DUTY	POWER CURRENTLY RESIDING	DELEGATED	IMPLE-MENTED	COMMENTS
27(1)	Compile specifications for the procurement of goods and services by the municipality.	Accounting Officer	Bid Specifications Committee, upon advice of the relevant user department	YES	The Director signs for items to serve on Specification committee.
27(2)(g)	Approve specifications compiled by the bid specification committee prior to publication of the invitation for bids.	Accounting Officer	Bid Specifications Committee, upon advice of the relevant user department	YES	The specifications are accompanied by a questionnaire that the relevant department must complete. Meetings are held according to pre-determined schedule.
28(1)(a)	Evaluate bids in accordance with – (i) the specifications for a specific procurement; and (ii) the points system as must be set out in the supply chain management policy of the municipality in terms of Regulation 27(2)(f) and a prescribed in terms of the Preferential Procurement Policy Framework Act.	Accounting Officer	Bid Evaluation Committee upon advice of the relevant user department.	YES	Have regular BEC scheduled meetings.
28(1)(b)	Evaluate each bidder's ability to execute the contract.	Accounting Officer	Bid Evaluation Committee, upon advice from SCM	YES	Currently part of the Standard Evaluation Report
28(1)(c)	Check in respect of the recommended bidder whether municipal rates and taxes and municipal service charges are not in arrears.	Accounting Officer	Bid Evaluation Committee	YES	Has a screening list that has to be completed.
28(1)(d)	Submit to the adjudication committee a report and recommendations regarding the award of the bid or any other related matter.	Bid Evaluation Committee		YES	Currently part of the Standard Evaluation Report
29(1)(a)	Consider the report and recommendations of the bid evaluation committee where the award value exceeds R200 000 (VAT incl.) and R 300 000.00 as from 1 March 2024 and make the award up to value of R10m (as per delegated authority	Accounting Officer	Bid Adjudication Committee	YES	In financial year 2023/2024 there were fifty-one (51) BAC meetings
29(1)(b)(i)	For bids above R10 million, the SCM BAC will make recommendation to the Municipal Manager to make the final award.	Accounting Officer		YES	In financial year 2023/2024 there were twenty-five (25) final awards above R10 million.

REG. NO.	CRYPTIC DESCRIPTION OF POWER OR DUTY	POWER CURRENTLY RESIDING	DELEGATED	IMPLE-MENTED	COMMENTS
29(1)(b)(ii)	Make another recommendation to the accounting officer on how to proceed with the relevant procurement.	Accounting Officer		YES	None.
29(3)	Appoint the chairperson of the bid adjudication committee.	Accounting Officer		YES	Delegations given is kept for record purposes
29(5)(a)	If a bid adjudication committee decides to award a bid other than the one recommended by the bid evaluation committee, the bid adjudication committee must prior to awarding the bid – (i) check in respect of the preferred bidder whether that bidder's municipal rates and taxes and municipal service charges are not in arrears; and (ii) notify the accounting officer.	Bid Adjudication Committee		YES	None
29(5)(b)	(i) After due consideration of the reasons for the deviation, ratify or reject the decision of the bid adjudication committee referred to in Regulation 29(5)(a); and (ii) If the decision of the bid adjudication committee is rejected, refer the decision of the adjudication committee back to that committee for reconsideration.	Accounting Officer		YES	None
29(6)	Refer any recommendation made by the evaluation committee or adjudication committee back to that committee for reconsideration of the recommendation.	Accounting Officer		YES	Six (6) tenders were referred back to the department by the BEC in this financial year.
29(7)	Comply with Section 114 of the MFMA within ten working days.	Accounting Officer		YES	Not applicable
31(1)	Request the State Information Technology Agency	Accounting Officer	Bid Adjudication Committee	YES	Not Applicable

REG. NO.	CRYPTIC DESCRIPTION OF POWER OR DUTY	POWER CURRENTLY RESIDING	DELEGATED	IMPLE-MENTED	COMMENTS
	(SITA) to assist the municipality with the acquisition of IT related goods or services through a competitive bidding process.				
31(2)	Enter into a written agreement to regulate the services rendered by, and the payments made to, SITA.	Accounting Officer		YES	Not Applicable
31(3)	Notify SITA together with a motivation of the IT needs of the municipality if – (a) the transaction value of IT related goods or services required by the municipality in any financial year will exceed R50 million (VAT incl); or (b) the transaction value of a contract to be procured by the municipality whether for one or more years exceeds R50 million.	Accounting Officer		YES	Not Applicable
31(4)	Submit to the Council, the National Treasury, the relevant provincial treasury and the Auditor General the SITA comments and the reasons for rejecting or not following such comments if the municipality disagrees with SITA's comments.	Accounting Officer	Senior Manager: Supply Chain Management	YES	Not Applicable
32(1)	To procure goods or services for the municipality under a contract secured by another organ of state, but only if – (a) the contract has been secured by that organ of state by means of a competitive bidding process applicable to that organ of state. (b) the municipality has no reason to believe that such contract was not validly procured. (c) there are demonstrable discounts or benefits for the municipality; and	Accounting Officer	Bid Adjudication Committee	YES	None

REG. NO.	CRYPTIC DESCRIPTION OF POWER OR DUTY	POWER CURRENTLY RESIDING	DELEGATED	IMPLE-MENTED	COMMENTS
	that other organ of state and the provider have consented to such procurement in writing.				
35(1)	Procure consulting services above the value of R200 000 (VAT incl.) and R 300 000.00 as from 1 March 2024 provided that any Treasury guidelines in respect of consulting services or CIDB guidelines in respect of services related to the build environment and construction works are considered when such procurements are made.	Accounting Officer	Bid Adjudication Committee	YES	Done
35(4)	Ensure that copyright in any document produced, and the patent rights or ownership in any plant, machinery, thing, system, or process designed or devised, by a consultant in the course of the consultancy service is vested in the municipality.	Municipal Council	Relevant user Department	YES	Not Applicable
36(1)(a)	Dispense with the official procurement processes established by the policy and to procure any required goods or services through any convenient process, which may include direct negotiations, but only – (i) in an emergency. (ii) if such goods or services are produced or available from a single provider only. (iii) for the acquisition of special worker of art or historical objects where specifications are difficult to compile. (iv) acquisition of animals or zoos; or (v) in any other exceptional case where it is impractical or impossible to follow the official	Accounting Officer	BAC considers deviations and recommend to the Accounting Officer.	YES	Delegations are in place for BAC to recommend deviations to the Accounting Officer. Records and recordings are kept of all meetings. Departments draft memorandums and table items at BEC for consideration and recommendation to the BAC. The BAC upon approval will recommend deviation to the Accounting –Officer.

REG. NO.	CRYPTIC DESCRIPTION OF POWER OR DUTY	POWER CURRENTLY RESIDING	DELEGATED	IMPLE-MENTED	COMMENTS
	procurement processes (vi) any contract relating to the publication of notices and advertisements by or on behalf of the municipality. (vii) any purchase on behalf of the municipality at a public auction (viii) any contract with an organ of state, local authority or a public utility corporation or company (ix) any contract in respect of which compliance therein would not be in the public interest or interest of Council. (x) ad-hoc repairs to plants and equipment where it is not possible to ascertain the nature or extent of the work required to call for bids. (xi) workshop strip & quote				
36(1)(b)	Ratify any minor breaches of the procurement processes by an official or committee acting in terms of delegated powers or duties which are purely of a technical nature.	Accounting Officer		YES	Done
36(2)	Record the reasons for any deviations in terms of Regulations 36(1)(a) and (b); and Report them to the next meeting of the Council and include as a note to the annual financial statements.	Municipal Council	Accounting Officer	YES	Done
37(2)	Decide to consider an unsolicited bid but only if – (a) the product or service offered is a demonstrably or proven unique innovative concept. (b) The product or service will be exceptionally beneficial to, or have exceptional cost advantages for, the municipality. (c) the person who made the bid is the sole	Accounting Officer		NO	None

REG. NO.	CRYPTIC DESCRIPTION OF POWER OR DUTY	POWER CURRENTLY RESIDING	DELEGATED	IMPLE-MENTED	COMMENTS
	provider of the product or service; and (d) the reasons for not going through the normal bidding processes are found to be sound by the accounting officer.				
37(4)	Submit written comments received pursuant to Regulation 37(3), including any responses from the unsolicited bidder to the National Treasury and the relevant provincial treasury for comment.	Accounting Officer		NO	None
37(5)	Consider and may award the bid or make recommendations to the accounting officer depending on the delegations to the adjudication committee.	Accounting Officer	Bid Adjudication Committee	YES	None
37(7)	When considering an unsolicited bid, take into account:– (i) any comments submitted by the public; and any written comments and recommendations of the National Treasury or the relevant provincial treasury.	Accounting Officer		NO	None
37(8)	Submit to the Auditor General, the relevant provincial treasury and the National Treasury the reasons for rejecting or not following any recommendations of the National Treasury or provincial treasury regarding the unsolicited bid.	Accounting Officer	Senior Manager: Supply Chain Management	NO	None
38(1)(a)	Take all reasonable steps to prevent abuse of the supply chain management system.	Accounting Officer	Chief Financial Officer	YES	The National Treasury Code of Conduct has been circulated and communicated to municipal staff at various formal and informal meetings.
38(1)(b)	Investigate any allegations against an official or other role player of fraud, corruption, favoritism, unfair or irregular practices or failure to comply with the supply	Accounting Officer	Internal Audit	YES	None

REG. NO.	CRYPTIC DESCRIPTION OF POWER OR DUTY	POWER CURRENTLY RESIDING	DELEGATED	IMPLE-MENTED	COMMENTS
	chain management policy, and when justified – (i) take appropriate steps against such official or other role player; or (ii) report any alleged criminal conduct to the South African Police Service.				
38(1)(c)	Check the National Treasury's database prior to awarding any contract to ensure that no recommended bidder, or any of its directors, is listed as a person prohibited from doing business with the public sector.	Accounting Officer	Senior Manager: Supply Chain Management	YES	The National Treasury website information of the List of Defaulters is currently used to verify.
38(1)(d)	Reject any bid from a bidder – (i) if any municipal rates and taxes or municipal service charges owed by that bidder or any directors to the municipality are in arrears for more than three months. (ii) who during the last five years has failed to perform satisfactorily on a previous contract with the municipality or any other organ of state after written notice was given to that bidder that performance was unsatisfactory.	Accounting Officer	Bid Adjudication Committee Senior Manager: Supply Chain Management	YES	Bid Evaluation checklist is in place
38(1)(e)	Reject a recommendation for the award of a contract if the recommended bidder, or any of its directors, has committed a corrupt or fraudulent act in competing for the particular contract.	Accounting Officer	Bid Adjudication Committee Senior Manager: Supply Chain Management	YES	Bid Evaluation checklist is in place
38(1)(f)	Cancel a contract awarded to a person if – the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract; or	Accounting Officer	Bid Adjudication Committee Senior Manager: Supply Chain Management	YES	Bid Evaluation checklist is in place

REG. NO.	CRYPTIC DESCRIPTION OF POWER OR DUTY	POWER CURRENTLY RESIDING	DELEGATED	IMPLE-MENTED	COMMENTS
	(i) an official or other role player committed any corrupt or fraudulent act during the bidding process or the execution of the contract that benefited that person.				
38(1)(g)	Reject the bid of any bidder if that bidder or any of its directors – (i) has abused the supply chain management system of the municipality or has committed any improper conduct in relation to such system. (ii) has been convicted for fraud or corruption during the last five years. (iii) has willfully neglected or reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or (iv) has been listed in the Register for Tender Defaulters in terms of Section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004).	Accounting Officer	Bid Adjudication Committee Senior Manager: Supply Chain Management	YES	Bid Evaluation checklist is in place
38(2)	Inform the National Treasury and relevant provincial treasury in writing of any actions taken in terms of Regulation 38(1)(b)(ii), (e)	Accounting Officer	Bid Adjudication Committee Senior Manager: Supply Chain Management	YES	Bid Evaluation checklist is in place
40(1)	The Supply chain policy must provide for an effective system of disposal management for the disposal or letting of assets, including unserviceable, redundant, or obsolete assets, subject to sections 14&90 of MFMA	Municipal Council	Chief Financial Officer	YES	Delegations are in place

REG. NO.	CRYPTIC DESCRIPTION OF POWER OR DUTY	POWER CURRENTLY RESIDING	DELEGATED	IMPLE-MENTED	COMMENTS
40(2) a	A Supply Chain management policy must specify the ways in which assets may be disposed of, including by – (i) Transferring the asset to another organ of state in terms of a provision of the MFMA enabling the transfer of assets (ii) Transferring the asset to another organ of state at market related value or, when appropriate, free of charge (iii) Selling the asset (iv) Destroying the asset	Municipal Council	Chief Financial Officer	YES	As per delegations
40(2) (b)	Stipulate that – Immoveable property may be sold only at market related prices except when public interest or the plight of the poor demands otherwise.	Municipal Council		YES	Not Applicable
40(2)(b)(ii)	Movable assets may be sold either by way of written price quotations, a competitive bidding process, auction or at market related prices, whichever is the most advantageous to the municipality.	Accounting Officer	Chief Financial Officer	YES	As per delegations
40(2)(b)(iii)	In the case of the free disposal of computer equipment, the Provincial Department of Education must first be approached to indicate within 30 days whether any of the local schools are interested in the equipment.	Accounting Officer	Chief Financial Officer	N/A	Not Applicable

REG. NO.	CRYPTIC DESCRIPTION OF POWER OR DUTY	POWER CURRENTLY RESIDING	DELEGATED	IMPLE-MENTED	COMMENTS
40(2)(b)(iv)	In the case of the disposal of firearms, the National Conventional Arms Control Committee has approved any sale or donation of firearms to any person or institution within or outside the Republic.	Accounting Officer		N/A	Not Applicable
40(2)(c)(ii)	All fees, charges, rates, tariffs, scales of fees or other charges relating to the letting of immovable property are annually reviewed	Municipal Council		YES	Not Applicable
40(2)(d)	Ensure that where assets are traded in for other assets, the highest possible trade-in is negotiated	Municipal Council		N/A	None
40(2)(b)(iii)	In the case of the free disposal of computer equipment, the provincial department of education is first approached to indicate within 30 days whether any of the local schools are interested in the equipment.			N/A	Not Applicable
41(1)	A Supply chain management policy must provide for an effective system of risk management for the identification, consideration, and avoidance of potential risks in the supply chain management system	Accounting Officer	Internal Audit	YES	Done
42	Establish and implement an internal monitoring system to determine, on a retrospective analysis, whether the authorized supply chain management processes were followed and whether the objectives of this policy were achieved.	Accounting Officer	Chief Financial Officer	YES	Implemented a system for performance management in SCM
43(2)	Check with SARS whether a person's tax matters are in order before making an award to such person.	Municipal Council	Senior Manager: Supply Chain Management	YES	Done
45	Disclose in the notes to the annual financial statements of the municipality particulars of any award of more than R2,000 to a person who is a spouse, child or parent of a person in the service of the state, or has been in the service of the state in	Municipal Council	Chief Financial Officer	YES	This information is disclosed in the financial statements of the municipality.

REG. NO.	CRYPTIC DESCRIPTION OF POWER OR DUTY	POWER CURRENTLY RESIDING	DELEGATED	IMPLE-MENTED	COMMENTS
	the previous twelve months, including – (a) the name of that person. (b) the capacity in which that person is in the service of the state; and (c) the amount of the award.				
46(3)(a)	Keep a register of all declarations in terms of Regulation 46(2)(d) and (e).	Accounting Officer	Senior Manager: Supply Chain Management	YES	SCM keeps records of it.
46(3)(b)	Declarations must be made to the mayor of the municipality who must ensure that such declarations are recorded in the register.	Accounting Officer	Chief Financial Officer	YES	Declarations are kept in the SCM section and hard copy on file.
46(4)	Adopt the National Treasury's code of conduct and Schedule 2 of the Systems Act for supply chain management practitioners and other role players involved in supply chain management.	Accounting Officer	Senior Manager: Supply Chain Management Council's Speaker	YES	Code of conduct are circulated annually to all officials
47(2)	Report any alleged contravention of Regulation 47(1) to the National Treasury for considering whether the offending person, and any representative or intermediate through which such person is alleged to have acted, should be listed in the National Treasury's database of persons prohibited from doing business with the public sector.	Accounting Officer	Chief Financial Officer	YES	Not Applicable
48	Disclose to the National Treasury and the relevant provincial treasury any sponsorship promised, offered or granted to the municipality whether directly or through a representative or intermediate, by any person who is – (a) a provider or prospective provider of goods or services to the municipality; or	Accounting Officer	Senior Manager: Supply Chain Management	YES	None.

REG. NO.	CRYPTIC DESCRIPTION OF POWER OR DUTY	POWER CURRENTLY RESIDING	DELEGATED	IMPLE-MENTED	COMMENTS
	(b) a recipient or prospective recipient of goods disposed or to be disposed, of by the municipality.				
49	Persons aggrieved by decisions or actions taken in the implementation of this supply chain management system, may lodge within 14 days of the decision or action, a written objection or compliant against the decision or action.	Accounting Officer		YES	Done
50(1)	Appoint an independent and impartial person to assist in the resolution of disputes between the municipality and other people and to deal with objections, complaints or queries as described more fully in Regulation 49.	Accounting Officer		YES	Done.
50(1)(a)	Responsible to assist the person appointed in terms of Regulation 50(1) to perform his or her functions effectively.	Accounting Officer		YES	Done
50(4)(b)	Appointed must submit monthly reports to the Accounting Officer on all disputes, objections, complaints, or queries received, attended to or resolved.	Accounting Officer		YES	The appointed official is responsible for the submission of the monthly report to the Municipal Manager.
51	Service provider that acts on behalf of municipality to provide any service or act as a collector of fees, service charges or taxes and the compensation payable to service provider, contract must stipulate a cap on compensation payable to the service provider; that such compensation must be performance based.	Accounting Officer		YES	Done

6.4	**OVERSIGHT ROLE OF COUNCIL: SUPPLY CHAIN MANAGEMENT POLICY-REPORT ON THE IMPLEMENTATION OF THE SUPPLY CHAIN MANAGEMENT POLICY OF STELLENBOSCH MUNICIPALITY: QUARTER 4 (01 APRIL 2024 – 30 JUNE 2024)**

Collaborator No:
IDP KPA Ref No: **Good Governance and Compliance**
Meeting Date: **24 July 2024**

1. SUBJECT: OVERSIGHT ROLE OF COUNCIL: SUPPLY CHAIN MANAGEMENT POLICY-REPORT ON THE IMPLEMENTATION OF THE SUPPLY CHAIN MANAGEMENT POLICY OF STELLENBOSCH MUNICIPALITY: QUARTER 4 (01 APRIL 2024 – 30 JUNE 2024)

2. PURPOSE

To submit to Management a report for the period 01 April 2024 – 30 June 2024 on the implementation of Council's Supply Chain Management Policy. The report covers the performance of the various delegated functions and the implementation thereof.

3. FOR DECISION BY MUNICIPAL COUNCIL

Section 6 (3) & 4 of the SCM Policy 2023/2024, determines that the Accounting Officer must within 10 days at the end of each quarter; submit a report on the implementation of the SCM Policy to the Executive Mayor. This report must be made public in accordance with section 21A of the Municipal Systems Act (32 of 2000).

4. EXECUTIVE SUMMARY

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

5. RECOMMENDATIONS

(a) that Council approves this report and Annexure A attached to the report, and

(b) that the report be made public in accordance with section 21A of the Municipal Systems Act.

6. DISCUSSION/CONTENTS

6.1 Background

SCM must report within 10 days before the end of each quarter on the implementation of the SCM System.

6.2 Constitutional and Policy Implications

Paragraph 2(1) of Council's SCM Policy determines that all officials and other role players in the supply chain management system of the Stellenbosch Municipality must implement the SCM Policy in a way that gives effect to section 217 of the Constitution and Part 1 of Chapter 11 of the Municipal Finance Management Act (56 of 2003) and other applicable provisions of the Act; is fair, equitable, transparent, competitive and cost-effective; complies with the Regulations and any norms and standards that may be prescribed in terms of section 168 of the MFMA; is consistent with other applicable legislation; does not undermine the objective for uniformity in supply chain management systems between organs of state in all spheres; and is consistent with national economic policy concerning the promotion of investments and doing business with the public sector.

Paragraph 6(1) of the Supply Chain Management Policy of Council determines that the Council of Stellenbosch municipality reserves the right to maintain oversight over the implementation of the SCM Policy as approved and amended from time to time. Paragraph 6(3) of the above stated Policy determines that the Accounting Officer must within 10 days of the end of each quarter; submit a report on the implementation of the Supply Chain Management Policy to the Executive Mayor.

6.3 Environmental implications

None.

6.4 Financial Implications

The financial implications are the transactions for the procurement of goods and services that were processed during the 01 April 2024 – 30 June 2024 and the payments that will derive from these commitments.

6.5 Legal Implications

The Municipal Finance Management Act (section 112) stipulates that the SCM Policy should comply with a prescribed framework as set out in section 112(1) and section 112(2) that stipulates that the regulatory framework for the municipal supply chain management must be fair, equitable, transparent, competitive, and cost-effective. Reporting back in terms of paragraph 6(3) of the SCM Policy 2023/2024 to the Executive Mayor and Council on the implementation of the supply chain management system and processes enables the Executive Mayor and Council to maintain the oversight role over the implementation of the SCM Policy as approved by Council.

6.6 Staff Implications

None.

6.7 Previous / Relevant Council Resolutions

None.

APPENDICES

ANNEXURE A: Report for the period 01 April 2024 – 30 June 2024 on the Implementation of Council's Supply Chain Management Policy

FOR FURTHER DETAILS CONTACT:

NAME	*Kevin Carolus*
CONTACT NUMBERS	*021 808 8528*
E-MAIL ADDRESS	*Kevin.Carolus@stellenbosch.gov.za*
DIRECTORATE	*Financial Services*
REPORT DATE	*03 July 2024*

ANNEXURE A

STELLENBOSCH MUNICIPALITY

IMPLEMENTATION OF SYSTEM – SUPPLY CHAIN MANAGEMENT

SECTION 6 (3) OF SCM REGULATIONS:
OVERSIGHT ROLE OF COUNCIL OVER THE IMPLEMENTATION OF SCM POLICY

PERIOD: 01 APRIL 2024 – 30 JUNE 2024

REG. NO.	CRYPTIC DESCRIPTION OF POWER OR DUTY	POWER CURRENTLY RESIDING	DELEGATED	IMPLE-MENTED	COMMENTS
3(1)(a)	Prepare and submit a draft supply chain management policy complying with regulation 2 to the council of the municipality for adoption.	Accounting Officer	Chief Financial Officer	YES	Done
3(1)(b)	Review at least annually the implementation of the policy.	Accounting Officer	Chief Financial Officer	YES	Done
3(1)(c)	Submit when considered necessary, proposals for amendment of the policy by the Council.	Accounting Officer	Chief Financial Officer	YES	The SCM Policy are part of the budget related policies that are annually reviewed, and we implemented the new Preferential Point system as from 1 March 2024.
3(2)(a)	Make use of any Treasury guidelines determining standards for municipal supply chain management policies and submit to the council that guidelines standard or modified version therefore, as a draft policy.	Accounting Officer	Chief Financial Officer	YES	All NT guidelines are included in standard documents and the municipalities SCM policy is aligned with the Model SCM policy of NT.
3(2)(b)	Ensure that a draft policy submitted to council that differs from the guideline standard complies with Regulation 2.	Accounting Officer	Chief Financial Officer	YES	Not Applicable
3(1)(c)	Report any deviation from the guideline standard to the National Treasury and relevant provincial treasury	Accounting Officer	Chief Financial Officer	YES	Not Applicable
3(4)	Must, in terms of section 62(1)(f)((iv) take all reasonable steps to ensure that the municipality has	Accounting Officer	Chief Financial Officer	YES	Done

REG. NO.	CRYPTIC DESCRIPTION OF POWER OR DUTY	POWER CURRENTLY RESIDING	DELEGATED	IMPLE-MENTED	COMMENTS
	and implements a supply chain management policy as set out in Regulation 2				
5(2)(a)	Make a final award above R10 million (VAT included).	Accounting Officer (after considering recommendation of Bid Adjudication Committee)		YES	In the fourth quarter, there were thirteen (13) final awards above R10 million.
5(2)(b)	Make a final award above R 300 000 (VAT included), but not exceeding R10 million (VAT included).	Accounting Officer	Bid Adjudication Committee	YES	In the fourth quarter, there were twenty-five (25) final awards above R 300 000 but not exceeding R10 million.
5(2)(c)	Make a final award not exceeding R 300 000(VAT included) including the appointment of consultants	Accounting Officer	CFO and Senior Manager - SCM and Senior Accountants	YES	Operational Delegations are in place with clear segregation of duties as stipulated in MFMA section 115 (b)
5(3)	Submit to the officials referred to in regulation 5(4) within five days of the end of each month a written report containing particulars of each final award, except procurements made out of petty cash, made during that month, including – (a) the amount of the award; (b) the name of the person to whom the award was made; (c) the reason why the award was made to that person; and (d) the BEE/HDI status of that entity/person.	Bid Adjudication Committee (refer regulation 5(4)(a) Chief Financial Officer – 5(4)(b)	Chief Financial Officer Senior Manager SCM	YES	**The awards made were submitted on the following dates within this quarter:** 03 May 2024 03 June 2024 03 July 2024
6(1)	Maintain oversight over the implementation of the supply chain management policy	Municipal Council		YES	The Supply Chain Management policy was submitted to the council in the last quarter of the previous financial year as part of the Budget Related policies as well as during the second quarter .

REG. NO.	CRYPTIC DESCRIPTION OF POWER OR DUTY	POWER CURRENTLY RESIDING	DELEGATED	IMPLE-MENTED	COMMENTS
6(2)(a)(i)	Submit a report to council within 30 days of the end of each financial year on the implementation of the supply chain management policy of the municipality.	Accounting Officer		YES	Done
6(2)(a)	Immediately submit a report to council whenever there are serious and material; problems in the implementation of the supply chain management policy, including such a report from any municipal entity as envisaged by this Regulation 6(2)(a)(iii)	Accounting Officer		N/A	To date no serious or material problems have occurred in implementing the SCM policy.
6(3)	Submit a report to the mayor of the municipality within ten days of each quarter on the implementation of the supply chain management policy.	Accounting Officer	Chief Financial Officer	YES	Done.
7(1)	Establish a supply chain management unit.	Accounting Officer	Chief Financial Officer	YES	Unit operates under direct supervision of CFO
12(1)	Direct that: a) cash purchases up to transaction value as defined l Council's Petty Cash policy b) one verbal quotation be obtained for any specified procurement of a transaction value lower than R2,000 (VAT included); c) written or verbal quotations for procurement of goods and/or services of a transaction value between R 2, 000.00 and R 10 000.00 (VAT included) d) formal written price quotations for procurement of goods and/or services of a transaction value between R 10,000.00 and R 300,000.00 e) a competitive bidding process be followed for any specific procurement of a transaction value higher than R200 000.	Accounting Officer	Operational delegations in place	YES	The SCM unit is responsible for procurement within these thresholds. Delegations approved and signed by the relevant officials.

REG. NO.	CRYPTIC DESCRIPTION OF POWER OR DUTY	POWER CURRENTLY RESIDING	DELEGATED	IMPLE-MENTED	COMMENTS
12(2)(a)	Allow the Accounting Officer to lower, but not to increase, the different threshold values specified in sub regulation(1).	Accounting Officer	Chief Financial Officer	YES	Delegated officials act within delegated thresholds.
14(1)(a)(ii)	Invite prospective providers of goods and services at least once a year through newspaper commonly circulating locally, the website of the municipality	Accounting Officer	Senior : Manager SCM	YES	Done
14(1)(b)	Specify the listing criteria for accredited prospective providers.	Accounting Officer	Chief Financial Officer	YES	Listing criteria is contained within the registration form.
14(1)(c)	Disallow the listing of any prospective provider whose name appears on the National Treasury's database as a person prohibited from doing business with the public sector.	Accounting Officer		YES	SCM consult National Treasury's database of defaulters before awarding of tenders and quotations.
14(2)	Update the list of prospective providers at least quarterly to include any additional prospective providers and any new commodities or types of services.	Municipal Council	Chief Financial Officer	YES	Done
15	Requesting reconciliations on petty cash purchases monthly.	Chief Financial Officer	Manager: Expenditure section	YES	Done
16(c)	If it is not possible to obtain at least three written quotations, record, and report quarterly to the accounting officer, or another official designated by the accounting officer, the reasons for this.	Accounting Officer	Chief Financial Officer	YES	**Reports were submitted on the following dates within this quarter:** 03 May 2024 03 June 2024 03 July 2024

REG. NO.	CRYPTIC DESCRIPTION OF POWER OR DUTY	POWER CURRENTLY RESIDING	DELEGATED	IMPLE-MENTED	COMMENTS
16(e)	Record the name of potential providers requested to provide written quotation with their quoted prices.	Accounting Officer	Chief Financial Officer	YES	**Reports were submitted on the following dates within this quarter:** 03 May 2024 03 June 2024 03 July 2024
17(1)(c)	Approve the recorded reasons for not obtaining at least three written price quotations.	Chief Financial Officer	Senior Manager SCM & CFO: below R 300,000 Accountants: Acquisitions, Contracts and SCM: Accountant Demand and Chief Buyer**:** below R300,000	YES	
17(1)(d)	Record the names of the potential formal written price quotation providers and their written quotations.	Accounting Officer	Senior Manager: Supply Chain Management	YES	
17(2)	Report to the CFO within three days at the end of the month on any approvals given during that month by that the designed official referred to in sub-regulation (1) (c).	Chief Financial Officer	Senior Manager: Supply Chain Management	YES	
18 (a)	All requirements more than R30,000 (VAT included) by means of formal written price quotations should be advertised for at least 7 days on the website and municipal official website.	Chief Financial Officer	Senior Manager: Supply Chain Management	YES	Done
18 (b)	When using the list of accredited prospective providers, it should promote ongoing competition amongst providers by inviting providers to submit quotations on a rotational basis.	Chief Financial Officer	Senior Manager: Supply Chain Management	YES	Done
18(c)	Must take all reasonable steps to ensure that the procurement of goods and services through written quotations or formal written price quotations is not abused.	Accounting Officer	Chief Financial Officer	YES	Quotations and Formal written quotations are placed on the website and only opened on the closing date and time and mitigate the risks during the calling for quotations.

REG. NO.	CRYPTIC DESCRIPTION OF POWER OR DUTY	POWER CURRENTLY RESIDING	DELEGATED	IMPLE-MENTED	COMMENTS
18(d)	Notify the Accounting Officer or CFO in writing monthly of all written quotations and formal written price quotations accepted by the official acting in terms of a sub-delegation	Chief Financial Officer	Senior Manager: Supply Chain Management	YES	**Reports were submitted on the following dates within this quarter:** 03 May 2024 03 June 2024 03 July 2024
22 (b) (i)	The publication notice must contain the closure date for the submission of bids, which may not be less than 3 weeks in case of transactions over R10m (VAT included), or which are of long-term nature, or 14 days in any other case, from date on which the advertisement is placed in a newspaper.	Accounting Officer	Bid Specifications Committee	YES	For quarter four, thirty (30) tenders specifications served before the Bid Specifications committee.
22(2)	The Accounting Officer may determine the closure date for the submission of bids which is less than the 30 days or 14 days requirement, but only if such shorter period can be justified on the grounds of urgency or emergency or any exceptional case where it is impractical or impossible to follow the official procurement process.	Accounting Officer		YES	None
23(a) (i)(ii)	The handling, opening and recording of bids should be (i) be opened in public (ii) must be opened at the same time and as soon as possible after the period for the submission of bids has expired;	Accounting Officer	Senior Manager: Supply Chain Management	YES	Done
23 (c)	(ii) make the register available for public inspection (iii) publish the entries in the register and the bid results on the website of the municipality	Accounting Officer	Senior Manager: Supply Chain Management	YES	Done

REG. NO.	CRYPTIC DESCRIPTION OF POWER OR DUTY	POWER CURRENTLY RESIDING	DELEGATED	IMPLE-MENTED	COMMENTS
24(1)	Negotiate the final terms of a contract with bidders identified through a competitive bidding process as preferred bidders, provided that such negotiation – (a) does not allow any preferred bidder a second or unfair opportunity; (b) is not to the detriment of any other bidder; and (c) does not lead to a higher price than the bid submitted. Minutes of such negotiations must be kept.	Accounting Officer	Relevant user department Head of Department or Director	YES	Provision for the signing of a Form of Tender/Service Level Agreement with successful vendors is being made in the tender documents.
26(1)(b)	Appoint the members of the bid specification, evaluation and adjudication committees, taking into account Section 117 of the MFMA.	Accounting Officer		YES	Done
26(1)(c)	Appoint a neutral or independent observer to a bid specification, evaluation or adjudication committee for an attendance and oversight process when this is appropriate for ensuring fairness and promoting transparency.	Accounting Officer		N/A	Not Applicable
26(3)	Apply the committee system to formal written price quotations.	Accounting Officer		N/A	Done
27(1)	Compile specifications for the procurement of goods and services by the municipality.	Accounting Officer	Bid Specifications Committee, upon advice of the relevant user department	YES	The Director signs for items to serve on Specification committee.
27(2)(g)	Approve specifications compiled by the bid specification committee prior to publication of the invitation for bids.	Accounting Officer	Bid Specifications Committee, upon advice of the relevant user department	YES	The specifications are accompanied by a questionnaire that the relevant department must complete. Meetings are held according to pre-determined schedule.
28(1)(a)	Evaluate bids in accordance with – (i) the specifications for a specific procurement ; and	Accounting Officer	Bid Evaluation Committee upon advice of the relevant user department.	YES	Have regular BEC scheduled meetings.

REG. NO.	CRYPTIC DESCRIPTION OF POWER OR DUTY	POWER CURRENTLY RESIDING	DELEGATED	IMPLE-MENTED	COMMENTS
	(ii) the points system as must be set out in the supply chain management policy of the municipality in terms of Regulation 27(2)(f) and a prescribed in terms of the Preferential Procurement Policy Framework Act.				
28(1)(b)	Evaluate each bidder's ability to execute the contract.	Accounting Officer	Bid Evaluation Committee, upon advice from SCM	YES	Currently part of the Standard Evaluation Report
28(1)(c)	Check in respect of the recommended bidder whether municipal rates and taxes and municipal service charges are not in arrears.	Accounting Officer	Bid Evaluation Committee	YES	Has a screening list that has to be completed.
28(1)(d)	Submit to the adjudication committee a report and recommendations regarding the award of the bid or any other related matter.	Bid Evaluation Committee		YES	Currently part of the Standard Evaluation Report
29(1)(a)	Consider the report and recommendations of the bid evaluation committee where the award value exceeds R 300 000 (VAT incl.) and make the award up to value of R10m (as per delegated authority)	Accounting Officer	Bid Adjudication Committee	YES	In the fourth quarter there were seventeen (17) BAC meetings
29(1)(b)(i)	For bids above R10 million, the SCM BAC will make recommendation to the Municipal Manager to make the final award.	Accounting Officer		YES	In the fourth quarter there were thirteen (13) final awards above R10 million.
29(1)(b)(ii)	Make another recommendation to the accounting officer on how to proceed with the relevant procurement.	Accounting Officer		YES	None.
29(3)	Appoint the chairperson of the bid adjudication committee.	Accounting Officer		YES	Delegations given is kept for record purposes
29(5)(a)	If a bid adjudication committee decides to award a bid other than the one recommended by the bid evaluation committee, the bid adjudication committee must prior to awarding the bid – (i) check in respect of the preferred bidder whether that bidder's municipal rates and taxes and municipal service charges are not in arrears; and	Bid Adjudication Committee		YES	None

REG. NO.	CRYPTIC DESCRIPTION OF POWER OR DUTY	POWER CURRENTLY RESIDING	DELEGATED	IMPLE-MENTED	COMMENTS
	(ii) notify the accounting officer.				
29(5)(b)	(i) After due consideration of the reasons for the deviation, ratify or reject the decision of the bid adjudication committee referred to in Regulation 29(5)(a); and (ii) If the decision of the bid adjudication committee is rejected, refer the decision of the adjudication committee back to that committee for reconsideration.	Accounting Officer		YES	None
29(6)	Refer any recommendation made by the evaluation committee or adjudication committee back to that committee for reconsideration of the recommendation.	Accounting Officer		YES	Two (2) tender was referred back to the BEC in the fourth quarter
29(7)	Comply with Section 114 of the MFMA within ten working days.	Accounting Officer		YES	Not applicable
31(1)	Request the State Information Technology Agency (SITA) to assist the municipality with the acquisition of IT related goods or services through a competitive bidding process.	Accounting Officer	Bid Adjudication Committee	YES	Not Applicable
31(2)	Enter into a written agreement to regulate the services rendered by, and the payments made to, SITA.	Accounting Officer		YES	Not Applicable
31(3)	Notify SITA together with a motivation of the IT needs of the municipality if – (a) the transaction value of IT related goods or	Accounting Officer		YES	Not Applicable

REG. NO.	CRYPTIC DESCRIPTION OF POWER OR DUTY	POWER CURRENTLY RESIDING	DELEGATED	IMPLE-MENTED	COMMENTS
	services required by the municipality in any financial year will exceed R50 million (VAT incl); or (b) the transaction value of a contract to be procured by the municipality whether for one or more years exceeds R50 million.				
31(4)	Submit to the Council, the National Treasury, the relevant provincial treasury and the Auditor General the SITA comments and the reasons for rejecting or not following such comments if the municipality disagrees with SITA's comments.	Accounting Officer	Senior Manager: Supply Chain Management	YES	Not Applicable
32(1)	To procure goods or services for the municipality under a contract secured by another organ of state, but only if – (a) the contract has been secured by that organ of state by means of a competitive bidding process applicable to that organ of state; (b) the municipality has no reason to believe that such contract was not validly procured; (c) there are demonstrable discounts or benefits for the municipality; and that other organ of state and the provider have consented to such procurement in writing.	Accounting Officer	Bid Adjudication Committee	YES	None
35(1)	Procure consulting services above the value of R 300 000 (VAT incl.) provided that any Treasury guidelines in respect of consulting services or CIDB guidelines in respect of services related to the build environment and construction works are taken into account when such procurements are made.	Accounting Officer	Bid Adjudication Committee	YES	Done

REG. NO.	CRYPTIC DESCRIPTION OF POWER OR DUTY	POWER CURRENTLY RESIDING	DELEGATED	IMPLE-MENTED	COMMENTS
35(4)	Ensure that copyright in any document produced, and the patent rights or ownership in any plant, machinery, thing, system or process designed or devised, by a consultant in the course of the consultancy service is vested in the municipality.	Municipal Council	Relevant user Department	YES	Not Applicable
36(1)(a)	Dispense with the official procurement processes established by the policy and to procure any required goods or services through any convenient process, which may include direct negotiations, but only – (i) in an emergency; (ii) if such goods or services are produced or available from a single provider only; (iii) for the acquisition of special worker of art or historical objects where specifications are difficult to compile; (iv) acquisition of animals or zoos; or (v) in any other exceptional case where it is impractical or impossible to follow the official procurement processes (vi) any contract relating to the publication of notices and advertisements by or on behalf of the municipality (vii) any purchase on behalf of the municipality at a public auction (viii) any contract with an organ of state, local authority or a public utility corporation or company (ix) any contract in respect of which compliance therein would not be in the public interest or interest of Council (x) ad-hoc repairs to plant and equipment where	Accounting Officer	BAC considers deviations and recommend to the Accounting Officer.	YES	Delegations are in place for BAC to recommend deviations to the Accounting Officer. Records and recordings are kept of all meetings. Departments draft memorandums and table items at BEC for consideration and recommendation to the BAC. The BAC upon approval will recommend deviation to the Accounting –Officer.

REG. NO.	CRYPTIC DESCRIPTION OF POWER OR DUTY	POWER CURRENTLY RESIDING	DELEGATED	IMPLE-MENTED	COMMENTS
	it is not possible to ascertain the nature or extent of the work required in order to call for bids (xi) workshop strip & quote				
36(1)(b)	Ratify any minor breaches of the procurement processes by an official or committee acting in terms of delegated powers or duties which are purely of a technical nature.	Accounting Officer		YES	Done
36(2)	Record the reasons for any deviations in terms of Regulations 36(1)(a) and (b); and Report them to the next meeting of the Council and include as a note to the annual financial statements.	Municipal Council	Accounting Officer	YES	Done
37(2)	Decide to consider an unsolicited bid but only if – (a) the product or service offered is a demonstrably or proven unique innovative concept; (b) the product or service will be exceptionally beneficially to, or have exceptional cost advantages for, the municipality; (c) the person who made the bid is the sole provider of the product or service; and (d) the reasons for not going through the normal bidding processes are found to be sound by the accounting officer.	Accounting Officer		NO	None
37(4)	Submit written comments received pursuant to Regulation 37(3), including any responses from the unsolicited bidder, to the National Treasury and the relevant provincial treasury for comment.	Accounting Officer		NO	None
37(5)	Consider and may award the bid or make	Accounting Officer	Bid Adjudication Committee	YES	None

REG. NO.	CRYPTIC DESCRIPTION OF POWER OR DUTY	POWER CURRENTLY RESIDING	DELEGATED	IMPLE-MENTED	COMMENTS
	recommendations to the accounting officer depending on the delegations to the adjudication committee.				
37(7)	When considering an unsolicited bid, take into account :– (i) any comments submitted by the public; and any written comments and recommendations of the National Treasury or the relevant provincial treasury.	Accounting Officer		NO	None
37(8)	Submit to the Auditor General, the relevant provincial treasury and the National Treasury the reasons for rejecting or not following any recommendations of the National Treasury or provincial treasury regarding the unsolicited bid.	Accounting Officer	Senior Manager: Supply Chain Management	NO	None
38(1)(a)	Take all reasonable steps to prevent abuse of the supply chain management system.	Accounting Officer	Chief Financial Officer	YES	The National Treasury Code of Conduct has been circulated and communicated to municipal staff at various formal and informal meetings.
38(1)(b)	Investigate any allegations against an official or other role player of fraud, corruption, favoritism, unfair or irregular practices or failure to comply with the supply chain management policy, and when justified – (i) take appropriate steps against such official or other role player; or (ii) report any alleged criminal conduct to the South African Police Service.	Accounting Officer	Internal Audit	YES	None
38(1)(c)	Check the National Treasury's database prior to awarding any contract to ensure that no recommended bidder, or any of its directors, is listed as a person prohibited from doing business with the public sector.	Accounting Officer	Senior Manager: Supply Chain Management	YES	The National Treasury website information of the List of Defaulters is currently used to verify.

REG. NO.	CRYPTIC DESCRIPTION OF POWER OR DUTY	POWER CURRENTLY RESIDING	DELEGATED	IMPLE-MENTED	COMMENTS
38(1)(d)	Reject any bid from a bidder – (i) if any municipal rates and taxes or municipal service charges owed by that bidder or any directors to the municipality are in arrears for more than three months; (ii) who during the last five years has failed to perform satisfactorily on a previous contract with the municipality or any other organ of state after written notice was given to that bidder that performance was unsatisfactory.	Accounting Officer	Bid Adjudication Committee Senior Manager: Supply Chain Management	YES	Bid Evaluation checklist is in place
38(1)(e)	Reject a recommendation for the award of a contract if the recommended bidder, or any of its directors, has committed a corrupt or fraudulent act in competing for the particular contract.	Accounting Officer	Bid Adjudication Committee Senior Manager: Supply Chain Management	YES	Bid Evaluation checklist is in place
38(1)(f)	Cancel a contract awarded to a person if – the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract; or (i) an official or other role player committed any corrupt or fraudulent act during the bidding process or the execution of the contract that benefited that person.	Accounting Officer	Bid Adjudication Committee Senior Manager: Supply Chain Management	YES	Bid Evaluation checklist is in place
38(1)(g)	Reject the bid of any bidder if that bidder or any of its directors – (i) has abused the supply chain management system of the municipality or has committed any improper conduct in relation to such system;	Accounting Officer	Bid Adjudication Committee Senior Manager: Supply Chain Management	YES	Bid Evaluation checklist is in place

REG. NO.	CRYPTIC DESCRIPTION OF POWER OR DUTY	POWER CURRENTLY RESIDING	DELEGATED	IMPLE-MENTED	COMMENTS
	(ii) has been convicted for fraud or corruption during the last five years; (iii) has willfully neglected or reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or (iv) has been listed in the Register for Tender Defaulters in terms of Section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004).				
38(2)	Inform the National Treasury and relevant provincial treasury in writing of any actions taken in terms of Regulation 38(1)(b)(ii), (e)	Accounting Officer	Bid Adjudication Committee Senior Manager: Supply Chain Management	YES	Bid Evaluation checklist is in place
40(1)	The Supply chain policy must provide for an effective system of disposal management for the disposal or letting of assets, including unserviceable, redundant or obsolete assets, subject to sections 14&90 of MFMA	Municipal Council	Chief Financial Officer	YES	Delegations are in place
40(2) a	A Supply Chain management policy must specify the ways in which assets may be disposed of, including by – (i) Transferring the asset to another organ of state in terms of a provision of the MFMA enabling the transfer of assets (ii) Transferring the asset to another organ of state at market related value or, when appropriate, free of charge	Municipal Council	Chief Financial Officer	YES	As per delegations

REG. NO.	CRYPTIC DESCRIPTION OF POWER OR DUTY	POWER CURRENTLY RESIDING	DELEGATED	IMPLE-MENTED	COMMENTS
	(iii) Selling the asset (iv) Destroying the asset				
40(2) (b)	Stipulate that – Immoveable property may be sold only at market related prices except when public interest or the plight of the poor demands otherwise.	Municipal Council		YES	Not Applicable
40(2)(b)(ii)	Movable assets may be sold either by way of written price quotations, a competitive bidding process, auction or at market related prices, whichever is the most advantageous to the municipality.	Accounting Officer	Chief Financial Officer	YES	As per delegations
40(2)(b)(iii)	In the case of the free disposal of computer equipment, the Provincial Department of Education must first be approached to indicate within 30 days whether any of the local schools are interested in the equipment.	Accounting Officer	Chief Financial Officer	N/A	Not Applicable
40(2)(b)(iv)	In the case of the disposal of firearms, the National Conventional Arms Control Committee has approved any sale or donation of firearms to any person or institution within or outside the Republic.	Accounting Officer		N/A	Not Applicable

REG. NO.	CRYPTIC DESCRIPTION OF POWER OR DUTY	POWER CURRENTLY RESIDING	DELEGATED	IMPLE-MENTED	COMMENTS
40(2)(c)(ii)	All fees, charges, rates, tariffs, scales of fees or other charges relating to the letting of immovable property are annually reviewed	Municipal Council		YES	Not Applicable
40(2)(d)	Ensure that where assets are traded in for other assets, the highest possible trade-in is negotiated	Municipal Council		N/A	None
40(2)(b)(iii)	In the case of the free disposal of computer equipment, the provincial department of education is first approached to indicate within 30 days whether any of the local schools are interested in the equipment.			N/A	Not Applicable
41(1)	A Supply chain management policy must provide for an effective system of risk management for the identification, consideration, and avoidance of potential risks in the supply chain management system	Accounting Officer	Internal Audit	YES	Busy implementing a system for risk management
42	Establish and implement an internal monitoring system in order to determine, on a retrospective analysis, whether the authorized supply chain management processes were followed and whether the objectives of this policy were achieved.	Accounting Officer	Chief Financial Officer	YES	Implemented a system for performance management in SCM
43(2)	Check with SARS whether a person's tax matters are in order before making an award to such person.	Municipal Council	Senior Manager: Supply Chain Management	YES	Done
45	Disclose in the notes to the annual financial statements of the municipality particulars of any award of more than R2,000 to a person who is a spouse, child, or parent of a person in the service of the state, or has been in the service of the state in the previous twelve months, including – (a) the name of that person. (b) the capacity in which that person is in the service of the state; and	Municipal Council	Chief Financial Officer	YES	This information is disclosed within financial statements of the municipality.

REG. NO.	CRYPTIC DESCRIPTION OF POWER OR DUTY	POWER CURRENTLY RESIDING	DELEGATED	IMPLE-MENTED	COMMENTS
	(c) the amount of the award.				
46(3)(a)	Keep a register of all declarations in terms of Regulation 46(2)(d) and (e).	Accounting Officer	Senior Manager: Supply Chain Management	YES	SCM keeps records of it.
46(3)(b)	Declarations must be made to the mayor of the municipality who must ensure that such declarations are recorded in the register.	Accounting Officer	Chief Financial Officer	YES	Declarations are kept in the SCM section and hard copy on file.
46(4)	Adopt the National Treasury's code of conduct and Schedule 2 of the Systems Act for supply chain management practitioners and other role players involved in supply chain management.	Accounting Officer	Senior Manager: Supply Chain Management Council's Speaker	YES	Code of conduct are circulated annually to all officials
47(2)	Report any alleged contravention of Regulation 47(1) to the National Treasury for considering whether the offending person, and any representative or intermediate through which such person is alleged to have acted, should be listed in the National Treasury's database of persons prohibited from doing business with the public sector.	Accounting Officer	Chief Financial Officer	YES	Not Applicable
48	Disclose to the National Treasury and the relevant provincial treasury any sponsorship promised, offered or granted to the municipality whether directly or through a representative or intermediate, by any person who is – (a) a provider or prospective provider of goods or services to the municipality; or (b) a recipient or prospective recipient of goods disposed or to be disposed, of by the municipality.	Accounting Officer	Senior Manager: Supply Chain Management	YES	None.
49	Persons aggrieved by decisions or actions taken in	Accounting Officer		YES	Have an administrative process in

REG. NO.	CRYPTIC DESCRIPTION OF POWER OR DUTY	POWER CURRENTLY RESIDING	DELEGATED	IMPLE-MENTED	COMMENTS
	the implementation of this supply chain management system, may lodge within 14 days of the decision or action, a written objection or compliant against the decision or action.				place.
50(1)	Appoint an independent and impartial person to assist in the resolution of disputes between the municipality and other persons and to deal with objections, complaints or queries as described more fully in Regulation 49.	Accounting Officer		YES	Done.
50(1)(a)	Responsible to assist the person appointed in terms of Regulation 50(1) to perform his or her functions effectively.	Accounting Officer		YES	Done
50(4)(b)	Appointed must submit monthly reports to the Accounting Officer on all disputes, objections, complaints or queries received, attended to or resolved.	Accounting Officer		YES	The appointed official is responsible for the submission of the monthly report to the Municipal Manager.
51	Service provider that acts on behalf of municipality to provide any service or act as a collector of fees, service charges or taxes and the compensation payable to service provider, contract must stipulate a cap on compensation payable to the service provider; that such compensation must be performance based.	Accounting Officer		YES	Done

6.5	**MANAGEMENT OF CONTRACTS OR AGREEMENTS AND CONTRACTOR PERFORMANCE AS AT 01 JANUARY 2024 – 30 JUNE 2024 MFMA S116(2)(d) REPORT**

Collaborator No:
IDP KPA Ref No: **Good Governance and Compliance**
Meeting Date: **24 July 2024**

1. SUBJECT: MANAGEMENT OF CONTRACTS OR AGREEMENTS AND CONTRACTOR PERFORMANCE AS AT 01 JANUARY 2024 – 30 JUNE 2024 MFMA S116(2)(d) REPORT

2. PURPOSE

To report in accordance with MFMA, Section 116(2)(d) on the management of contracts or agreements and the performance of contractors.

3. DELEGATED AUTHORITY

(FOR DECISION BY MUNICIPAL COUNCIL, EXECUTIVE MAYOR AND MAYORAL COMMITTEE, PORTFOLIO COMMITTEE, EXECUTIVE MANAGEMENT, ETCETERA)

None.

4. EXECUTIVE SUMMARY

The report indicates the performance of service providers who were active on contracts secured by means of a competitive bidding process for the period 01 January 2024 to 30 June 2024.

5. RECOMMENDATION

that the Annual MFMA S116(2)(d) report: Management of contracts or agreements and contractor performance from 01 January 2024 to 30 June 2024 be noted.

6. DISCUSSION / CONTENTS

6.1 Background

6.1.1 Oversight role of council

The Council must maintain oversight over the implementation of the SCM Policy and Chapter 11 of the MFMA. For the purpose of such oversight the accounting officer must regularly submit a report on the management of contracts or agreements and the performance of contractors to the Council of the municipality in terms of MFMA S116(2)(d).

6.1.2 Legislative Requirement

MFMA S116(2)(d):

"The accounting officer of a municipality or municipal entity must-

(c) regularly report to the council of the municipality or the board of directors of the entity, as may be appropriate, on the management of the contract or agreement and the performance of the contract."

6.2 Discussion

Contract Management Performance Monitoring has been institutionalized within the Supply Chain Management unit for active contracts as per the contract register. Monitoring of contracts includes the monitoring of contracts awarded in previous financial years which are still active. The total active contracts amount to 381.

Active contracts - does not include service providers appointed on a panel tender not used yet. Additionally, it does not include service providers appointed for if and when the preferred service provider cannot deliver.

To note: This is a month-to-month monitoring tool, and the totals below refer to the number of contracts which fell in the rating category from 01 January 2024 until 30 June 2024. This does not mean that the contract remained in the category for the entire period.

Based on the contract monitoring tool the table below depicts the details of a satisfactory, average and poor performance rating:

#	Description of Performance Rating	Total
3	**Satisfactory:** The quality of service or goods delivery is in compliance with the agreement. Where needed, corrective or preventative action has been taken or agreed upon.	**341**
2	**Average:** The quality of the service is fair but needs monitoring and improvement to move to satisfactory standard	**22**
1	**Unsatisfactory:** Quality of service or goods delivery is unacceptable. Council either has or must consider termination of the agreement and all services if not improved urgently.	**18**

All contracts in the contract register (available upon request) up to 30 June 2024 were monitored in terms of the contractor performance.

When user departments fail to find amicable solutions for contract management issues, it will be referred to our legal services department for assistance and resolution. Comments of Contract Management underneath relating to the unsatisfactory contract's:

#	Contract description	Actions being taken
BSM 123 / 21	Zone o, kayamandi, housing project: construction of internal civil engineering services - phase 3	Bidder shows improvement, with constant monitoring.
BSM 094 / 21.1	Supply and delivery of toilet paper and hand towel paper for a contract period ending 30 June 2024	The user department moved to the second

		bidder, as per tender document.
BSM 013 / 21 ESLM.3	Professional electrical engineering services for the electrification of informal houses in the enkanini informal settlement in stellenbosch	Bidder shows improvement, with constant monitoring.
BSM 017 / 23	Electrification of informal houses in the enkanini informal settlement of stellenbosch for the period ending June 2024	Project close out phase.
BSM 069 / 23.10	Supply, delivery and off-loading of cleaning materials and equipment for a period 1 July 2023 ending 30 June 2024	Bidder shows improvement, with constant monitoring.
BSM 080 / 21.31	Provision of roads and stormwater civil engineering infrastructure up to 30 June 2024	Contract terminated.
BSM 119 / 21.1	Supply ,delivery and off-loading of type b miniature substations and distribution transformers with rating up to 1600kva period ending 30 June 2025	Bidder shows improvement, with constant monitoring.
BSM 119 / 21.2	Supply ,delivery and off-loading of type b miniature substations and distribution transformers with rating up to 1600kva period ending 30 June 2025	Contract referred to the Legal department.
BSM 051 / 22.2	Supply, delivery and offloading of coffee, tea, sugar, coffee creamer and longlife milk – (refreshments): period 1 July 2022 to 30 June 2025	Bidder shows improvement, with constant monitoring.
BSM 051 / 22.6	Supply, delivery and offloading of coffee, tea, sugar, coffee creamer and longlife milk – (refreshments): period 1 July 2022 to 30 June 2025	Bidder shows improvement, with constant monitoring.
BSM 051 / 22.11	Supply, delivery and offloading of coffee, tea, sugar, coffee creamer and longlife milk – (refreshments): period 1 July 2022 to 30 June 2025	Bidder shows improvement, with constant monitoring.
BSM 051 / 22.12	Supply, delivery and offloading of coffee, tea, sugar, coffee creamer and longlife milk – (refreshments): period 1 July 2022 to 30 June 2025	Bidder shows improvement, with constant monitoring.
BSM 038 / 23.18	Supply, delivery and off-loading of materials and (b) hire of equipment for roads, stormwater & other infrastructure	Bidder will be monitored, improvement can only be

	requirements as and when needed from 1 July 2023 until 30 June 2025	measure with the next order.
BSM 051 / 22.4	Supply, delivery and offloading of coffee, tea, sugar, coffee creamer and longlife milk – (refreshments): period 1 July 2022 to 30 June 2025	Bidder have an opportunity to rectify.
BSM 027 / 23.4	Annual electrical labour tender and part 2: ad hoc appointment of a private armend security service for the protection of infrastructure in the greater wco24 from 1 July 2023 until 30 June 2026	Department currently engaging in meetings with the service provider, if no improvement, it will be referred to the Legal department.
BSM 01 / 24	Supply, delivery and installation of generators for the period ending 30 June 2024	Bidder shows improvement, with constant monitoring.
BSM 074 / 22.3	Maintenance contract of electrical, telemetry, chlorine and hvac equipment for water and sanitation infrastructure at stellenbosch municipality for period ending 30 June 2025	Department currently engaging in meetings with the service provider, if no improvement, it will be referred to the Legal department.
BSM 050 / 23.TT.2	Prepare a public transport plan for stellenbosch	Bidder have an opportunity to rectify.

6.3 Financial Implications

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

6.4 Legal Implications

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

6.5 Staff Implications

This report has no staff implications to the Municipality.

6.6 Previous / Relevant Council Resolutions:

None

6.7 Risk Implications

This report has no risk implications for the Municipality.

6.8 Comments from Senior Management:

6.8.1 Director: Infrastructure Services

No comments requested.

6.8.2 *Director: Planning and Economic Development*

No comments requested.

6.8.3 Director: Community and Protection Services:

No comments requested.

6.8.4 Director: Strategic and Corporate Services:

No comments requested.

6.8.5 *Director Human Settlements and Property Management*

No comments requested.

6.8.6 Chief Financial Officer:

Agree with the recommendations / No comments received.

6.8.7 *Municipal Manager:*

Agree with the recommendations / No comments received.

FOR FURTHER DETAILS CONTACT:

NAME	Dalleel Jacobs
POSITION	***Snr manager Supply Chain***
DIRECTORATE	***Financial services***
CONTACT NUMBERS	***021 808 8137***
E-MAIL ADDRESS	***Dalleel.jacobs@stellenbosch .gov.za***
REPORT DATE	***2024***

6.6	MFMA SECTION 52 REPORT UP TO JUNE 2024

Collaborator No:
IDP KPA Ref No: **Good Governance and Compliance**
Meeting Date: **24 July 2024**

1. SUBJECT: MFMA SECTION 52 REPORT UP TO JUNE 2024

2. PURPOSE

To comply with section 52(d) of the Municipal Finance Management Act and report to Council on the implementation of the budget; and service delivery budget plan of the Municipality for the 4th quarter of the 2023/24 financial year.

3. DELEGATED AUTHORITY

THE EXECUTIVE MAYOR TO SUBMIT TO COUNCIL

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

"The mayor of a municipality—

(d) must, within 30 days of the end of each quarter; submit a report to the council on the implementation of the budget and the financial affairs of the municipality:"

4. EXECUTIVE SUMMARY

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

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

This report provides the overall performance of the Municipality for the period 1 April 2024 to 30 June 2024.

The Office of the CFO is currently, in terms of s126 (1)(a) of the MFMA, preparing the Annual Financial Statements for the financial period ended 30 June 2024. It is important to note that the information in this report are preliminary results and may not be an accurate reflection of the financial position of the municipality as same will materially be influenced by year-end journals and processes still to be finalised which will influence the financial position. The latter process alluded to will only be finalised by the end of August 2024.

5. RECOMMENDATION

that Council notes Section 52 Report for the fourth quarter of the 2023/2024 financial year.

6. DISCUSSION / CONTENTS

6.1 Background

To comply with section 52 (d) of the Municipal Finance Management Act and report to Council on the budget; financial and service delivery budget implementation plan of the Municipality for the 4th quarter of the financial year. The report is indicated under **APPENDIX 1**.

6.2 Discussion

This report illustrates the implementation of the budget as well as the non-financial performance of the municipality for quarter 4.

In terms of the Municipal Finance Management Act (MFMA) Section 52(d) "*must, within 30 days of the end of each quarter, submit a report to the council on the implementation of the budget and the financial state of affairs of the municipality;*""

6.3 Financial Implications

None.

6.4 Legal Implications

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

6.5 Staff Implications

This report has no staff implications to the Municipality.

6.6 Previous / Relevant Council Resolutions:

None

6.7 Risk Implications

None

6.8 Comments from Senior Management:

The item was not circulated for comment except to Municipal Manager.

6.8.1 *Municipal Manager:*

Supports the recommendations.

ANNEXURES

Appendix 1 : Section 52 Report – Fourth Quarter

FOR FURTHER DETAILS CONTACT:

NAME	**Monique Steyl**
POSITION	***Senior Manager Financial Management Services***
DIRECTORATE	***Financial Services***
CONTACT NUMBER	***021 – 808 8512***
E-MAIL ADDRESS	***Monique.Steyl@stellenbosch.gov.za***
REPORT DATE	***11 July 2024***

APPENDIX 1

STELLENBOSCH

STELLENBOSCH • PNIEL • FRANSCHHOEK

MUNISIPALITEIT • UMASIPALA • MUNICIPALITY

QUARTERLY BUDGET MONITORING REPORT

4th Quarter 2023/24



QUALITY CERTIFICATE

I, Geraldine Mettler, the Municipal Manager of Stellenbosch Municipality, hereby certify that the quarterly report the period ending June 2024 has been prepared in accordance with Section 52 of the Municipal Finance Management Act and regulations made under the Act and accordingly submit the required quarterly statement on the state of Stellenbosch Municipality's budget reflecting the particulars up until the end of June 2024.

Name: Geraldine Mettler

Municipal Manager of Stellenbosch Municipality- WC024

Signature _____

Date: 24 July 2024

To Council

In accordance with Section 52(d) of the Municipal Finance Management Act, I submit the required report on the implementation of the budget and the financial situation of Stellenbosch Municipality reflecting the particulars of the third quarter of the financial year 2023/24.

The submission of this report forms part of my general responsibilities as the Mayor of Stellenbosch Municipality. The purpose of the report serves to inform Council on the financial affairs of Stellenbosch Municipality and to enable Council to fulfil its oversight responsibility in this regard.

……
Advocate G M van Deventer
Executive Mayor
Date: 24 July 2024

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1. Recommendations

These recommendations are linked to the responsibilities of the Mayor under Section 52 of the MFMA.

(a) That the content of the quarterly budget statement and supporting documentation be noted.

2. Executive Summary

2.1 Introduction

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

This report is a summary of the main budget issues arising from the monitoring process. It compares the implementation of the budget to the commitments/promises made and contained in the Service Delivery and Budget Implementation Plan (SDBIP) and is intended to inform and enable the Council with a view of giving effect to Council's oversight responsibility.

The Office of the CFO is currently, in terms of s126 (1) (a) of the MFMA, preparing the annual financial statements for the financial period ended 30 June 2024. It is important to note that the information in this report are preliminary results and may not be an accurate reflection of the financial position of the municipality as it will be materially influenced by year-end journals and processes still to be finalised which will influence the financial position. The latter process alluded to will only be finalised by the end of August 2024.

2.2 Summary of 2023/24 budget progress / implementation

The following table summarises the overall position of the capital and operating budgets.

The above figures are explained in more detail throughout this report.

Detail	Capital Expenditure	Operating Expenditure	Operating Revenue (excluding capital transfers and contributions)
Original Budget	504 799 865	2 258 348 868	2 284 927 328
Adjustment Budget	491 726 021	2 360 663 230	2 320 260 757
Plan to Date (SDBIP)	491 726 021	2 360 663 230	2 320 260 757
Actual	**359 118 236**	**1 902 963 727**	**2 304 026 670**
Variance to SDBIP	(132 607 785)	(457 699 503)	(16 234 087)
Year to date % Variance to SDBIP	**-26,97%**	**-19,39%**	**-0,70%**

3. Operating Revenue

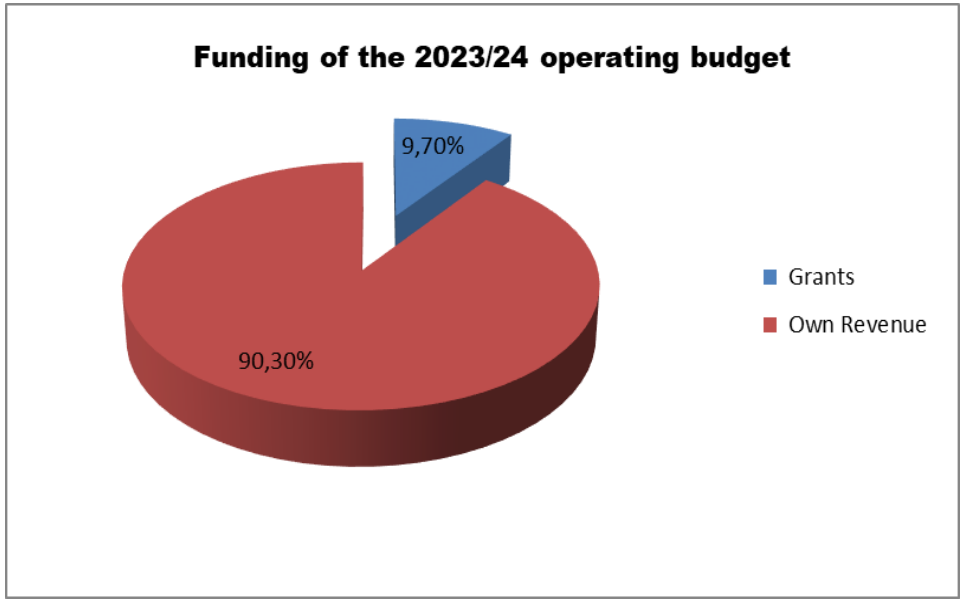
The following table shows the actual operating revenue per National Treasury Reporting regulations against that planned in the SDBIP for the 4th Quarter of 2023/24.

Operating Revenue by Source

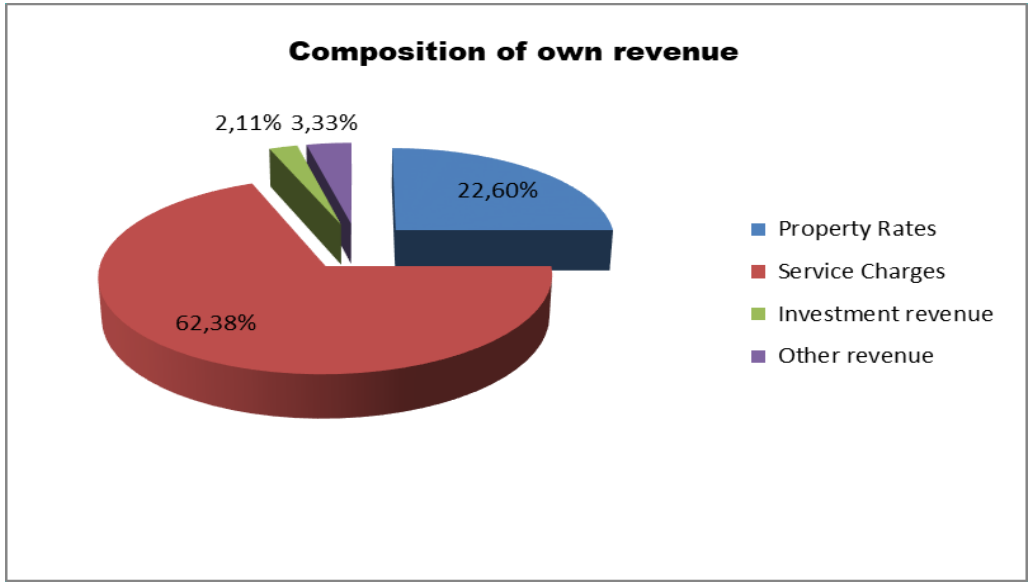
Description	ORIGINAL BUDGET	ADJUSTMENT BUDGET	QUARTER 4 2023/24			QUARTER 4 2022/23		
			PLANNED	ACTUAL	VAR	PLANNED	ACTUAL	VAR
Exchange Revenue								
Service charges - Electricity	913 669 187,00	913 669 187,00	262 029 325	215 848 075	18%	218 586 852	210 731 575	4%
Service charges - Water	185 621 843,00	171 866 497,00	42 367 581	53 099 915	-25%	24 039 218	20 063 128	17%
Service charges - Waste Water Management	108 646 667,00	113 677 435,00	30 619 900	27 828 902	9%	28 038 200	25 259 551	10%
Service charges - Waste management	107 653 574,00	107 653 574,00	30 059 798	21 980 398	27%	49 338 708	22 535 914	54%
Sale of Goods and Rendering of Services	22 189 670,00	22 123 608,00	6 122 502	8 687 496	-42%	-	-	0%
Agency services	3 357 697,00	3 617 114,00	1 358 455	2 107 677	-1	754 608	1 161 938	-54%
Interest earned from Receivables	15 412 628,00	17 323 717,00	5 221 329	5 784 935	-11%	5 313 225	5 739 270	-8%
Interest earned from Current and Non Current A	41 192 661,00	44 167 517,50	10 124 128	14 623 722	-44%	7 593 849	12 679 781	-67%
Rental from Fixed Assets	10 603 901,00	13 013 749,00	5 548 736	2 176 291	61%	3 234 150	2 208 482	32%
Licence and permits	7 871 599,00	7 993 809,00	2 609 225	3 289 413	-26%			0%
Operational Revenue	19 345 609,00	47 544 383,00	30 179 062	16 586 930	45%			0%
Non-Exchange Revenue								
Property rates	473 588 918,00	473 588 918,00	99 084 087	103 443 687	-4%	85 695 355	94 338 369	-10%
Fines, penalties and forfeits	131 570 078,00	155 565 187,00	66 891 702	62 570 089	6%	47 152 394	43 138 279	9%
Transfer and subsidies - Operational	240 910 500,00	225 163 265,00	206 196 899	62 782 133	70%	63 990 523	9 908 619	85%
Interest	3 292 796,00	3 292 796,00	874 526	1 075 629	-23%			0%
Other Gains	-	-	-	-	0%			
Total Revenue (excluding capital transfers and contributions)	**2 284 927 328**	**2 320 260 757**	**799 287 255**	**601 885 294**	**25%**	**541 079 881**	**487 348 384**	**9,93%**

NB: - The “year to date” actual for income refers to the total billed and earnings for the year and not actual receipts/collections.

Stellenbosch municipality is not dependant on grant funding to fund the operating budget as is evident in the graph below.



Own revenue consists mainly of service charges at 62.38 per cent of the 2 095 097 492 billion own revenue budget.



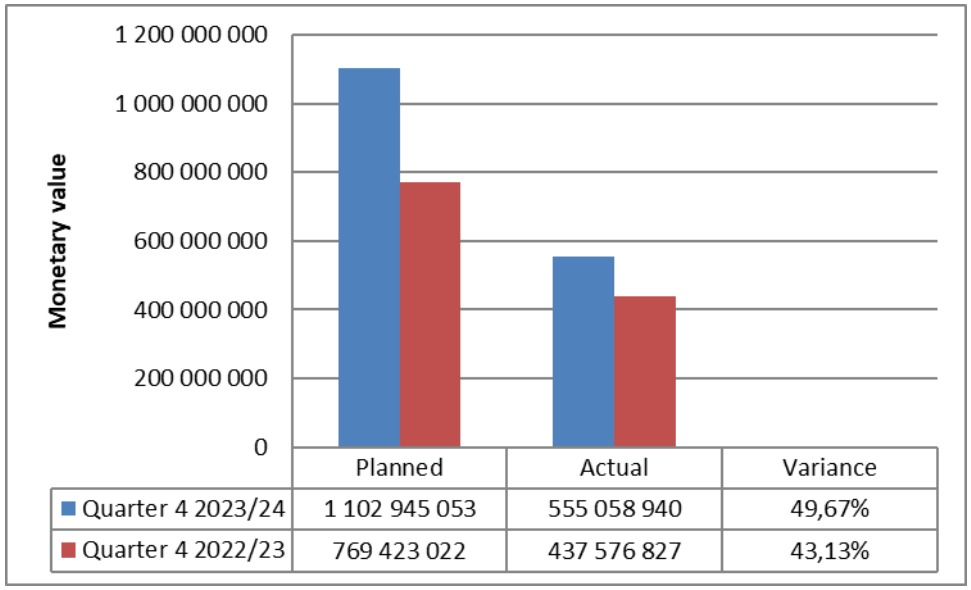
4. Operating Expenditure

The following table illustrates the actual operating expenditure for each Directorate against planned expenditure in the SDBIP for the 4th Quarter of 2023/24.

Operating Expenditure (Per Directorate):

DIRECTORATE	ORIGINAL BUDGET	AMENDED BUDGET	QUARTER 4 2023/24		QUARTER 4 2022/23	
			PLANNED	ACTUALS	PLANNED	ACTUALS
Municipal Manager	17 841 031	16 463 100	9 882 185	4 351 620	8 069 211	3 982 522
Planning & Development	93 402 566	88 000 618	34 585 907	24 398 137	29 217 600	18 947 271
Infrastructure Services	1 366 656 493	1 444 056 004	645 642 580	366 938 529	442 175 442	284 985 936
Community and Protection Services	422 902 773	484 000 277	252 257 912	83 955 255	164 558 458	71 304 023
Corporate Services	234 756 698	211 408 189	114 602 008	51 469 081	91 456 229	36 565 272
Financial Services	122 789 307	116 435 042	45 974 461	23 946 318	33 946 082	21 791 803
TOTALS	**2 258 348 868**	**2 360 363 230**	**1 102 945 053**	**555 058 940**	**769 423 022**	**437 576 827**

During the third quarter of the financial year the directorates spent R555 058 940, 49% less than the planned expenditure. At the same period last year, the directorate spent R437 576 827, 43% less than the planned expenditure.



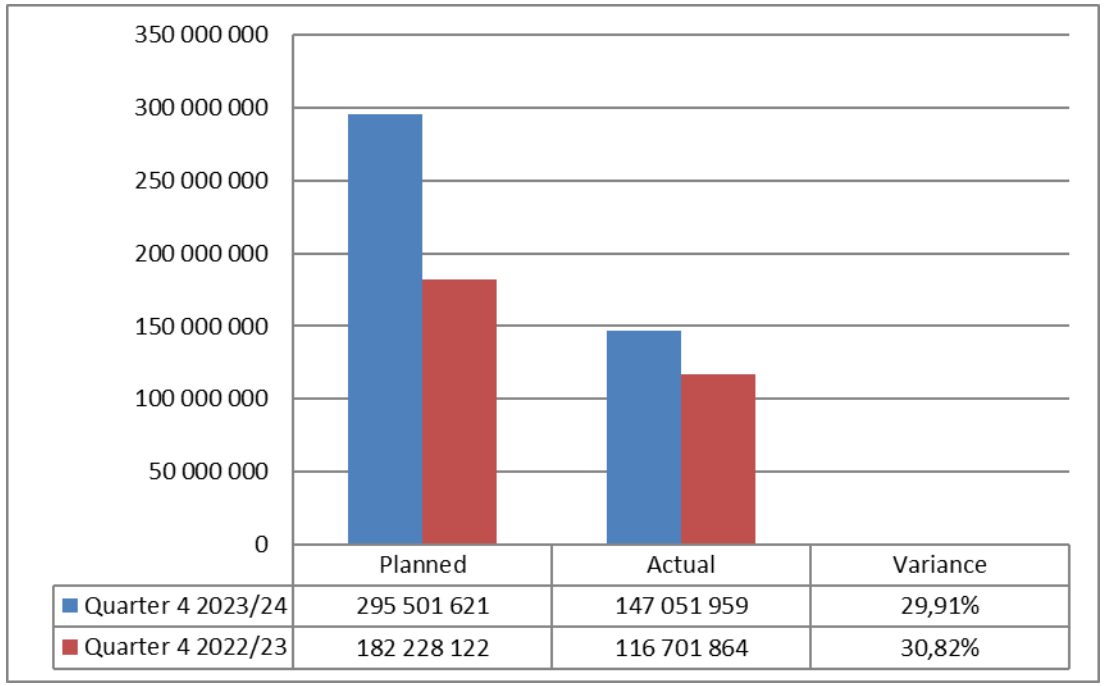
	Planned	Actual	Variance
Quarter 4 2023/24	1 102 945 053	555 058 940	49,67%
Quarter 4 2022/23	769 423 022	437 576 827	43,13%

The year on year comparison for the fourth quarter is 50.33% actual spending rate of the planned operating budget for the financial year 2023/24, compared to a 56.87% actual spending rate for the same period in the previous financial year.

5. Capital Expenditure

The following table illustrates the actual capital expenditure per directorate against the planned in the SDBIP for the 4th Quarter of 2023/24.

			QUARTER 4 2023/24			QUARTER 4 2022/23		
DIRECTOR	**ORIGINAL BUDGET**	**AMENDED BUDGET**	**PLANNED**	**ACTUAL EXPENDITURE**	VAR %	**PLANNED**	**ACTUAL EXPENDITURE**	**VAR %**
Municipal Manager	40 000	40 000	-	4 552	-	6 000	-	100%
Planning & Development	9 043 500	4 619 500	3 718 127	2 542 272	-32%	5 830 842	4 019 859	-31%
Infrastructure Services	436 423 363	413 449 960	234 441 187	118 314 026	-50%	139 742 632	95 987 034	-31%
Community and Protection Services	24 642 002	37 114 547	28 929 840	16 116 380	-44%	21 281 499	7 983 122	-62%
Corporate Services	33 901 000	34 583 166	28 029 238	10 019 930	-64%	13 601 792	8 422 711	-38%
Financial Services	750 000	1 918 848	383 229	54 800	-86%	1 765 357	289 138	-84%
TOTALS	**504 799 865**	**491 726 021**	**295 501 621**	**147 051 959**	**-50%**	**182 228 122**	**116 701 864**	**-36%**



	Planned	Actual	Variance
Quarter 4 2023/24	295 501 621	147 051 959	29,91%
Quarter 4 2022/23	182 228 122	116 701 864	30,82%

The year-on-year comparison for the end of the fourth quarter is [R147 051 959/ R491 726 021] 29.91% of the total capital budget of R491 726 021 for the 2023/24 financial year compared to a [R116 701 864/ R378 709 141] 30.82% spending rate for the same period in the previous financial year.

6. Investments and Borrowings

6.1 Investments

ACC. NR	BANK	Type/ Period	INTEREST RATE	MATURITY DATE	OPENING BALANCE AS AT 1 JULY 2023	QUARTER 4		TOTAL INVESTMENTS/ WITHDRAWALS	INTEREST CAPITALISED FOR THE QUARTER UNDER REVIEW	INTEREST ACCRUED YTD	CLOSING BALANCE YTD
						INVEST	WITHDRAWAL				
	ABSA BANK										
93-6748-9415	A#9415	CALL	7,000%		**97 732 102,17**	**100 000 000,00**	**(105 000 000,00)**	**(47 126 500,00)**	**925 709,41**	**5 688 816,56**	**56 294 418,72**
20-8097-3316	A#3316	FIXED/4 MTHS	8,550%	14-Jul-23	**51 253 219,18**	-	-	**(51 405 479,45)**		**152 260,27**	**0,00**
20-8103-0741	A#0741	FIXED/3 MTHS	8,550%	19-Jul-23	**71 246 000,00**	-	-	**(71 536 164,38)**		**290 164,38**	**0,00**
20-8116-1722	A#1722	FIXED/6 MTHS	9,780%	08-Jan-24	-	-	-	**(4 583 958,83)**		**4 583 958,85**	**0,02**
20-8139-2381	A#2381	FIXED/9 MTHS	9,660%	07-Oct-24	-	-	-	**160 000 000,00**	**3 853 413,70**	**7 283 375,34**	**167 283 375,34**
20-8145-2323	A#2323	FIXED/4 MTHS	9,350%	12-Jun-24		-	**(103 073 972,60)**	**(3 073 972,60)**	**1 844 383,56**	**3 073 972,60**	**0,00**
					220 231 321,34	**100 000 000,00**	**(208 073 972,60)**	**(17 726 075,27)**	**6 623 506,67**	**21 072 548,01**	**223 577 794,09**
	NEDBANK										
03/7881123974/...024	N#024	FIXED / 12 MTHS	5,800%	12-Oct-22	-	-	-				
03/7881123974/...025	N#025	FIXED / 6 MTHS	6,100%	22-Sep-22	-	-	-				
03/7881123974/...026	N#026	FIXED / 12 MTHS	7,950%	21-Jun-23	**(0,01)**	-	-				
03/7881123974/...028	N#028	FIXED / 12 MTHS	9,050%	13-Oct-23	**106 471 369,86**	-	-	**(109 050 000,00)**		**2 578 630,14**	**0,00**
03/7881123974/...030	N#030	FIXED / 12 MTHS	9,540%	15-Mar-24	**102 796 657,53**	-	-	**(109 540 000,00)**		**6 743 342,47**	**0,00**
03/7881123974/...031	N#031	FIXED / 12 MTHS	10,300%	10-Jul-24		-	-	**105 481 646,98**	**2 708 710,90**	**10 596 715,15**	**116 078 362,13**
03/7881123974/...032	N#032	FIXED / 12 MTHS	9,670%	19-Dec-24		-	-	**70 000 000,00**	**1 687 613,70**	**1 928 701,37**	**71 928 701,37**
					209 268 027,39	-	-	**(43 108 353,02)**	**4 396 324,59**	**21 847 389,13**	**188 007 063,50**
	FNB										
76204315420	F#5420	FIXED 3 MNTHS	9,000%	17-Jan-24		-	-	**(2 663 013,69)**		**2 663 013,70**	**0,01**
						-	-				
								(2 663 013,69)	-	**2 663 013,70**	**0,01**
	SBSA										
258489367-039	S#039	CALL	8,250%			-	-	**(913 121,92)**		**913 121,92**	**(0,00)**
258489367-040	S#040	FIXED 2 MNTHS	9,075%			-	**(101 541 506,85)**	**(1 541 506,85)**	**1 243 150,68**	**1 541 506,85**	**(0,00)**
258489367-041	S#041	FIXED 3 MNTHS	9,150%			100 000 000,00	-	**100 000 000,00**	**426 164,38**	**426 164,38**	**100 426 164,38**
					-	**100 000 000,00**	**(101 541 506,85)**	**97 545 371,23**	**1 669 315,07**	**2 880 793,15**	**100 426 164,38**
INVESTMENT TOTAL					**429 499 348,73**	**200 000 000,00**	**(309 615 479,45)**	**34 047 929,25**	**12 689 146,34**	**48 463 743,99**	**512 011 021,98**

6.2 Borrowings

Lending Institition	Balance 1/04/2024	Received Quarter 4	Interest Capitalised Quarter 4	Capital Repayments Quarter 4	Balance 30/06/2024	Percentage	Sinking Funds
							(R'000)
DBSA@ 11.1%	5 724 978	-	-	1 806 473	3 918 505	11,10%	
DBSA@ 10.25%	22 670 551	-	-	4 093 661	18 576 891	10,25%	
DBSA @ 9.74%	57 707 669	-	-	3 659 471	54 048 197	9,74%	
NEBANK @ 9.70%	106 199 843	-	-	7 470 892	98 728 950	9,70%	
NEBANK @ 8.8%	84 690 827	-	-	4 057 255	80 633 572	6,73%	
STANDARD BANK @ 11.00%	130 883 478	-	-	4 875 573	126 007 906	11,00%	
NEDBANK @9.70%	67 178 969	-	-	2 189 840	64 989 129	9,70%	
NEDBANK @10,71%	-	137 446 093	-	-	137 446 093	10,71%	
TOTAL	**475 056 315**	**137 446 093**	**-**	**28 153 166**	**584 349 243**		

7. Allocations and grant receipts and expenditure for the 3rd Quarter of 2023/24

OPERATING & CAPITAL GRANTS	TOTAL 2022/23	EXPECTED ALLOCATION	OPENING BALANCE 1 JULY 2023	CAPITAL DEBTORS	ACCUMULATED ACTUAL RECEIPTS	ACCUMULATED ACTUAL EXPENDITURE	QUARTER 4 RECEIPTS	QUARTER 4 ACTUAL EXPENDITURE	UNSPENT CONDITIONAL GRANTS - 30 JUNE 2024
Unconditonal Grant:Equitable Share	200 841 000	200 841 000	-		200 841 000	132 371 515	-	33 004 658	68 469 485
Grand Total (Unconditional Grants)	**200 841 000**	**200 841 000**	**-**	**-**	**200 841 000**	**132 371 515**	**-**	**33 004 658**	**68 469 485**
EPWP Integrated Grant for Municipalities	4 519 000	4 519 000	-		4 519 000	4 519 000	-	1 948 622	-
Local Government Financial Management Grant	1 550 000	1 550 000	-		1 550 000	529 181	-	216 143	1 020 819
Integrated National Electrification Programme (Municipal) Grant	20 000 000	20 000 000	-		20 000 000	18 426 885	-	8 518 342	1 573 115
Integrated Urban Development Grant	59 410 000	59 410 000	-		59 410 000	53 822 996	-	21 643 500	5 587 004
LGSETA Funding	-	-	-		-	-	-	-	-
Municipal Disaster Response Grant	30 132 000	30 132 000	-		30 132 000	5 869 239	-	5 869 239	24 262 761
Community Development Workers Operational Support Grant	38 000	38 000	-		38 000	38 000	-	35 490	-
Community Library Service Grant	15 591 483	11 252 000	4 339 483		11 252 000	9 525 380	-	4 679 924	1 726 620
Library services replacment funding	180 000	180 000			180 000	152 002			
Human Settlements Development Grant	2 694 444	2 504 603	189 841	6 538 088	3 442 397	2 156 438	1 945 990	1 080 564	1 285 959
Informal Settlements Upgrading Partnership Grant: Provinces	15 582 665	14 350 000	1 232 665	2 334 804	9 438 260	7 534 439	-	2 684 389	1 903 821
Title Deeds Restoration Grant	1 503 000	1 503 000	-		505 062	519 341	-	-	-14 279
Municipal Accreditation and Capacity Building Grant	245 000	245 000	-		245 000	245 000	245 000	-	0
Western Cape Municipal Energy Resilience Grant (WC MER Grant)	244 000	244 000	-		244 000	-	-	244 000	244 000
Financial Management Capability Grant	240 766	200 000	40 766		200 000	240 766			
Maintenance and Construction of Transport Infrastructure	345 000	345 000	-	450 000	-	345 000	-	249 495	-345 000
Regional Socio-Economic Project/violence through urban upgrading (RSEP/VPUU)	1 000 000	1 000 000	-		1 000 000	641 165	-	362 753	358 835
Cape Winelands District Grant	500 000	-	500 000		-	-	-	-	-
Cape Winelands community safety grant	200 000	200 000	-		138 000	119 700	138 000	119 700	18 300
EMERGENCY MUNICIPAL LOAD SHEDDING RELIEF GRANT	6 175 000	-	6 175 000		-	5 901 167	-		-5 901 167
Khaya Lam Free Market Foundation	102 000	-	102 000		258 000	-	-	-	258 000
Grand total (Conditional Grants)	**160 252 358**	**147 672 603**	**12 579 755**	**9 322 892**	**142 551 719**	**110 585 700**	**2 328 990**	**47 652 160**	**31 978 787**

8. Personnel Expenditure

In terms of Section 66 of the MFMA, all expenditure incurred by the municipality on staff salaries, wages, allowances, and benefits must be reported to council.

Employee - Related Costs	Original Budget	Adjustments Budget	Quarter 4 Budget	Quarter 4 Actual	YTD Budget	YTD Actual	YTD %
Basic Salary and Wages	371 654 806	362 602 855	129 664 203	98 800 621	363 922 222	368 960 042	102%
Bonus	29 944 562	31 242 155	16 250 977	1 287 679	31 242 155	27 472 506	88%
Acting and Post Related Allowances	828 139	852 226	447 858	64 241	852 226	444 593	52%
Non Structured	38 106 984	40 740 266	13 917 690	12 136 076	40 740 266	41 185 610	101%
Standby Allowance	13 941 228	14 821 927	5 311 575	3 902 091	14 821 927	13 668 277	92%
Travel or Motor Vehicle	12 005 630	12 826 635	5 427 216	2 417 714	12 826 635	9 728 571	76%
Accomodation, Travel and Incidental	39 540	1 367 111	149 525	125 569	47 744	82 881	6%
Bargaining Council	160 407	215 178	60 699	97 727	215 178	336 472	156%
Cellular and Telephone	2 745 713	2 989 730	1 281 732	593 704	2 989 730	2 272 716	76%
Current Service Cost	6 060 476	6 060 476	3 535 276	-	6 060 476	-	0%
Essential User	656 632	819 483	243 539	218 537	819 483	873 983	107%
Entertainment	-	-	-	-	-	-	0%
Fire Brigade	3 082 530	3 082 530	1 079 815	743 293	3 082 530	2 935 532	95%
Group Life Insurance	5 271 974	5 767 920	1 770 653	1 875 415	5 767 920	7 541 150	131%
Housing Benefits	3 057 120	3 232 190	1 253 480	694 766	3 232 190	2 759 931	85%
Interest Cost	19 795 274	19 795 274	11 547 244	-	19 795 274	-	0%
Leave Gratuity	7 522 722	7 522 722	4 388 252	-	7 522 722	-	0%
Leave Pay	-	-	-	-	-	-	0%
Long Term Service Awards	2 402 222	2 402 222	1 401 297	-	2 402 222	-	0%
Medical	28 434 382	30 528 169	11 938 994	7 662 269	30 528 169	32 216 847	106%
Non-pensionable	228 827	244 107	125 946	7 724	244 107	54 343	22%
Pension	61 143 718	65 030 845	24 275 609	15 088 326	65 030 845	60 581 595	93%
Scarcity Allowance	823 560	1 517 679	155 152	334 447	1 517 679	2 254 764	149%
Shift Additional Remuneration	4 414 274	4 608 129	1 602 689	1 333 029	4 608 129	10 203 464	221%
Structured	2 583 399	2 583 399	848 099	979 622	2 583 399	2 798 095	108%
Unemployment Insurance	2 789 430	2 982 569	1 172 999	691 011	2 982 569	2 657 355	89%
Totals	**617 693 549**	**623 835 797**	**237 850 519**	**149 053 861**	**623 835 797**	**589 028 726**	**94%**

During the fourth quarter of the financial year the directorates spent R149 053 861, 37.33% less than the planned expenditure of R237 850 519. The largest underspending was noted for Incidental costs.

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9. Withdrawals

Consolidated Quarterly Report for period 01/04/2024 to 30/06/2024			
Date	**Payee**	**Amount in R'000**	**Description and P (including section refere 11(f))**
Monthly	Provincial Government Western Cape	17 839 521	The Municipality acts as a PAWC for collection of lic S 11(e)(i)
Monthly	VERSO Group Insurance and Sanlam Group Insurance	2 150 627	Group Insurance. S11(e) (
Ad Hoc	Investment Management	200 000 000	Investment in accordance v Management and Investme S11(h)

10. Cost Containment Reporting

	Cost Containment In - Year Report																
			Quarter 1			Quarter 2			Quarter 3			Quarter 4			YTD		
Measures	Original Budget	Amended Budget	Budget	Actual	Saving/ (Over spending)	Budget	Actual	Saving/ (Over spending)	Budget	Actual	Saving/ (Overspending)	Budget	Actual	Saving/ (Overspending)	Total YTD Budget	Total YTD Actual	Saving/ (Over spending)
Use of consultants	47 012 591	23 989 518	5 935 595	1 468 631	4 466 964	5 276 033	2 875 733	2 400 300	1 206 291	772 912	433 379	14 048 463	2 619 128	11 429 335	21 610 332	10 710 998	10 899 334
Vehicles used for political office -bearer	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Accomodation, Travel and Incidental cos	14 764 079	14 641 137	3 267 571	208 500	3 059 071	3 451 587	2 735 768	715 819	435 859	511 263	- 75 404	6 407 878	2 035 301	4 372 577	14 560 680	11 520 550	3 040 131
Sponsorships, events and catering	3 241 938	4 145 724	349 512	183 640	165 872	2 259 638	2 595 987	- 336 349	482 880	5 100	477 780	2 634 473	422 605	2 211 868	4 344 853	3 812 416	532 437
Communication	15 797 204	15 281 102	1 389 496	1 667 164	- 277 668	3 823 564	2 788 909	1 034 655	781 658	1 265 207	- 483 549	6 729 389	2 621 649	4 107 739	15 281 102	11 879 931	3 401 170
Other related expenditure items	45 453 089	47 982 594	11 073 361	19 890	11 053 471	11 357 456	12 332 121	- 974 665	826 611	588 172	238 439	16 420 958	9 629 590	6 791 368	48 004 164	54 216 909	- 6 212 745
Grand Total	**126 268 901**	**106 040 075**	**22 015 535**	**3 547 825**	**18 467 710**	**26 168 278**	**23 328 517**	**2 839 761**	**3 733 299**	**3 142 655**	**590 644**	**46 241 161**	**17 328 273**	**28 912 889**	**103 801 131**	**92 140 804**	**11 660 328**

The largest year to date overspending was noted for other related expenditure items of which the largest component relates to Overtime: Shift Additional Remuneration.

QUARTERLY BUDGET STATEMENT FOR JUNE 2024

Item for report	Item longcode	Description	Original Budget	Amended Budget	Quarter 1		Saving/ (Over spending)	Quarter 2		Saving/ (Overspending	Quarter 3		Saving/ Overspending	Quarter 4		Saving/ (Overspending)	YTD		Saving/ Overspending
					Budget	Actual		Budget	Actual		Budget	Actual		Budget	Actual		Total YTD Budget	Total YTD Actual	
Use of consultants	IE0300200100100000000000000000000000000(	Business and Advisory:Accounting and Auditing	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	IE0300200100300000000000000000000000000(	Business and Advisory:Audit Committee	817 800	847 809	39 125	137 845	- 98 720	136 498	141 626	- 5 128	22 500	-	22 500	260 183	98 188	161 995	831 709	497 191	334 518
	IE0300200100500000000000000000000000000(	Business and Advisory:Business and Financial Manag	5 657 859	5 445 386	288 060	389 846	- 101 786	206 882	146 639	60 243	200 000	-	200 000	3 878 560	419 798	3 458 762	5 365 386	1 372 033	3 993 353
	IE0300200100600000000000000000000000000(	Business and Advisory:Commissions and Committees	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	IE0300200100700000000000000000000000000(	Business and Advisory:Communications	8 262	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	IE0300200100800000000000000000000000000(	Business and Advisory:Human Resources	334 642	21 000	38 400	-	38 400	5 620	-	5 620	-	2 000	- 2 000	18 340	8 250	10 090	18 340	10 250	8 090
	IE0300200101000000000000000000000000000(	Business and Advisory:Occupational Health and Safe	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	IE0300200101100000000000000000000000000(	Business and Advisory:Organisational	110 160	45 000	-	-	-	-	33 150	- 33 150	15 500	-	15 500	25 500	-	25 500	41 000	33 150	7 850
	IE0300200101200000000000000000000000000(	Business and Advisory:Project Management	20 332 130	1 802 185	4 530 559	7 197	4 523 362	4 519 807	176 443	4 343 364	-	-	-	1 170 125	82 548	1 087 578	1 293 343	373 626	919 717
	IE0300200101300000000000000000000000000(	Business and Advisory:Research and Advisory	5 452 217	3 667 687	470 307	72 960	397 347	204 336	14 816	189 520	429 440	136 900	292 540	2 623 774	1 028 399	1 595 375	2 919 185	1 397 344	1 521 841
	IE0300200101400000000000000000000000000(	Business and Advisory:Qualification Verification	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	IE0300200101500000000000000000000000000(	Business and Advisory:Quality Control	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	IE0300200101600000000000000000000000000(	Business and Advisory:Valuer and Assessors	3 954 965	3 824 000	77 752	171 568	- 93 816	258 136	892 954	- 634 818	320 121	509 905	- 189 784	3 079 470	313 351	2 766 119	3 784 000	2 041 029	1 742 971
	IE0300200101700000000000000000000000000(	Business and Advisory:Forensic Investigators	565 781	285 132	-	7 700	- 7 700	20 000	190 493	- 170 493	-	-	-	168 760	7 700	161 060	285 132	225 143	59 989
	IE0300200200100000000000000000000000000(	Infrastructure and Planning:Architectural	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	IE0300200200400400000000000000000000000(	Engineering:Civil	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	IE0300200200401000000000000000000000000(	Engineering:Structural	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	IE0300200200800000000000000000000000000(	Infrastructure and Planning:Land and Quantity Surv	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	IE0300200300400000000000000000000000000(	Laboratory Services:Water	2 798 855	2 517 665	36 548	143 113	- 106 565	530 872	244 426	- 775 298	160 767	96 107	64 660	1 221 074	132 780	1 088 294	1 559 165	822 852	736 313
	IE0300200400100000000000000000000000000(	Legal Cost:Legal Advice and Litigation	6 493 080	5 236 479	454 844	531 721	- 76 877	455 173	1 026 757	- 571 584	57 963	28 000	29 963	1 321 017	491 782	829 235	5 215 897	3 865 849	1 350 048
	IE0300200400200000000000000000000000000(	Legal Cost:Issue of Summons	486 840	297 175	-	6 680	- 6 680	453	8 428	- 7 975	-	-	-	281 660	36 332	245 328	297 175	72 531	224 644

QUARTERLY BUDGET STATEMENT FOR JUNE 2024

Accomodation, Travel and Incidental	IE0050010010010050050000000000000000	Allowance:Travel or Motor Vehicle	134 446	134 446	33 612	-	33 612	33 612	-	33 612	33 612	-	33 612	78 426	-	78 426	134 446	-	134 446
	IE0050010020010050050000000000000000	Allowance:Travel or Motor Vehicle	268 891	287 713	67 224	-	67 224	67 224	176	67 048	71 928	-	71 928	167 657	-	167 657	287 713	176	287 537
	IE0050010020010050070000000000000000	Allowance:Accommodation, Travel and Incidental	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	IE0050010040010050050000000000000000	Allowance:Travel or Motor Vehicle	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	IE0050010070010050050000000000000000	Allowance:Travel or Motor Vehicle	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	IE0050010090010050070000000000000000	Allowance:Accommodation, Travel and Incidental	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	IE0050010100010050050000000000000000	Allowance:Travel or Motor Vehicle	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	IE0050010110010050050000000000000000	Allowance:Travel or Motor Vehicle	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	IE0050010140010050070000000000000000	Allowance:Accommodation, Travel and Incidental	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	IE0050010170010050050000000000000000	Allowance:Travel or Motor Vehicle	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	IE0050020010050010000000000000000000	Allowances:Accommodation, Travel and Incidental	38 540	46 744	9 636	-	9 636	9 636	19 528	- 9 892	1 722	1 618	104	19 725	12 712	7 013	46 744	72 579	- 25 835
	IE0050020010050060000000000000000000	Allowances:Travel or Motor Vehicle	11 404 727	12 202 492	2 859 781	190	2 859 591	2 886 711	2 392 029	494 682	193 071	144 651	48 420	5 078 309	1 623 469	3 454 839	12 202 492	9 711 309	2 491 183
	IE0080010010030000000000000000000000	Allowances and Service Related Benefits:Travelling	190 800	190 800	47 700	-	47 700	47 700	30 000	17 700	47 700	-	47 700	111 300	45 000	66 300	190 800	195 000	- 4 200
	IE0080020010030000000000000000000000	Allowances and Service Related Benefits:Travelling	19 052	19 052	4 761	-	4 761	4 761	-	4 761	4 764	-	4 764	11 112	-	11 112	19 052	-	19 052
	IE0080030010030000000000000000000000	Allowances and Service Related Benefits:Travelling	190 800	190 800	47 700	-	47 700	47 700	30 000	17 700	47 700	-	47 700	111 300	45 000	66 300	190 800	195 000	- 4 200
	IE0080040010030000000000000000000000	Allowances and Service Related Benefits:Travelling	-	-	-	-	-	-	-	-	-	4 133	- 4 133	-	-	-	-	6 703	- 6 703
	IE0080050010030000000000000000000000	Allowances and Service Related Benefits:Travelling	171 475	171 475	42 867	-	42 867	42 867	27 993	14 874	-	97 975	- 97 975	100 030	41 989	58 041	171 475	181 953	- 10 478
	IE0080060010030000000000000000000000	Allowances and Service Related Benefits:Travelling	191 190	191 190	47 796	-	47 796	47 796	71 712	- 23 916	-	250 993	- 250 993	111 530	103 368	8 162	191 190	463 033	- 271 843
	IE0100390000000000000000000000000000	Travel Agency and Visa's	81 600	29 801	22 817	2 140	20 677	-	4 255	- 4 255	12 332	-	12 332	13 829	-	13 829	29 801	6 395	23 406
	IE0100570010010000000000000000000000	Travel and Subsistence:Domestic:Accommodation	632 281	373 876	16 527	61 442	- 44 915	53 210	58 657	- 5 447	4 000	-	4 000	144 267	31 006	113 261	323 116	202 331	120 785
	IE0100570010020000000000000000000000	Travel and Subsistence:Domestic:Daily Allowance	389 047	146 294	46 684	64 832	- 18 148	68 386	22 935	45 451	1 500	-	1 500	37 744	35 043	2 701	146 597	136 640	9 957
	IE0100570010030000000000000000000000	Travel and Subsistence:Domestic:Food and Beverage (Served)	317 728	366 995	337	22 509	- 22 172	55 147	65 806	- 10 659	2 500	4 198	- 1 698	322 824	90 459	232 365	366 995	244 256	122 739
	IE0100570010040000000000000000000000	Travel and Subsistence:Domestic:Incidental Cost	29 340	13 481	460	1 696	- 1 236	-	1 881	- 1 881	780	-	780	9 227	906	8 321	13 481	4 768	8 713
	IE0100570010050010000000000000000000	Travel and Subsistence:Domestic:Transport without Operator:Car Rental	49 039	28 966	-	4 019	- 4 019	551	- 3 113	3 664	1 750	-	1 750	18 304	180	18 124	28 966	1 086	27 880
	IE0100570010060010000000000000000000	Travel and Subsistence:Domestic:Transport with Operator:Other Transport Provider	49 339	8 798	-	-	-	-	900	- 900	-	-	-	3 698	-	3 698	8 798	900	7 898
	IE0100570010060020010000000000000000	Travel and Subsistence:Domestic:Transport with Operator:Public Transport:Air Transport	605 784	238 214	19 669	51 672	- 32 003	86 286	13 009	73 277	12 500	7 695	4 805	68 596	6 169	62 427	208 214	98 420	109 794
Sponsorships, events and catering	IE0030030100000000000000000000000000	Contractors:Catering Services	1 169 709	2 154 302	349 512	183 640	165 872	351 978	675 987	- 324 009	1 880	5 100	- 3 220	1 086 871	422 605	664 266	2 353 431	1 892 416	461 015
	IE0030010060000000000000000000000000	Outsourced Services:Catering Services	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	IE0100020050000000000000000000000000	Advertising, Publicity and Marketing:Gifts and Pro	32 229	6 602	-	-	-	-	-	-	1 000	-	1 000	5 602	-	5 602	6 602	-	6 602
	IE0030030140000000000000000000000000	Contractors:Event Promoters	2 040 000	1 984 820	-	-	-	1 907 660	1 920 000	- 12 340	480 000	-	480 000	1 542 000	-	1 542 000	1 984 820	1 920 000	64 820
Communication	IE0100150010000000000000000000000000	Communication:Cellular Contract (Subscription and	3 193 977	2 598 555	-	336 177	- 336 177	1 006 351	505 278	501 073	-	-	-	838 663	740 447	98 216	2 598 555	2 201 927	396 628
	IE0100150020000000000000000000000000	Communication:Licences (Radio and Television)	102 000	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	IE0100150040000000000000000000000000	Communication:Radio and TV Transmissions	2 632 620	4 153 020	-	581 897	- 581 897	964 278	601 448	362 830	726 981	1 211 114	- 484 133	2 067 310	601 506	1 465 804	4 153 020	3 296 689	856 331
	IE0100150030000000000000000000000000	Communication:Postage/Stamps/Franking Machines	2 263 000	2 242 748	195 135	247 114	- 51 979	329 646	356 299	- 26 653	-	-	-	1 360 372	372 134	988 238	2 242 748	1 337 919	904 829
	IE0100150070000000000000000000000000	Communication:SMS Bulk Message Service	250 000	170 000	-	-	-	28 551	24 234	4 317	31 661	33 664	- 2 003	109 799	25 658	84 141	170 000	83 556	86 444
	IE0100150090000000000000000000000000	Communication:Telemetric Systems	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	IE0050020010050030000000000000000000	Allowances:Cellular and Telephone	2 576 625	2 820 642	639 399	-	639 399	639 399	530 514	108 885	-	-	-	1 183 104	401 515	781 589	2 820 642	2 272 716	547 925
	IE0100150080000000000000000000000000	Communication:Telephone, Fax, Telegraph and Telex	4 778 982	3 296 137	554 962	501 975	52 987	855 339	771 135	84 204	23 016	20 429	2 587	1 170 141	480 390	689 751	3 296 137	2 687 123	609 014
Other related expenditure items	IE0100230030000000000000000000000000	Entertainment:Senior Management	40 800	30 800	-	18 200	- 18 200	-	-	-	-	4 800	- 4 800	12 600	-	12 600	30 800	23 000	7 800
	IE0100230020000000000000000000000000	Entertainment:Total for All Other Councillors	53 040	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	IE0100230010000000000000000000000000	Entertainment:Executive Mayor	254 592	20 000	-	1 690	- 1 690	5 274	-	5 274	5 001	-	5 001	39 880	9 745	30 135	41 570	6 740	34 830
	IE0100230040000000000000000000000000	Entertainment:Deputy Executive Mayor	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	IE0100230050000000000000000000000000	Entertainment:Speaker	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	IE0100230060000000000000000000000000	Entertainment:Chief Whip	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	IE0100230070000000000000000000000000	Entertainment:Executive Committee	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	IE0100230080000000000000000000000000	Entertainment:Section 79 committee chairperson	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	IE0050020010050090120020000000000000	Overtime:Non Structured	38 106 984	40 740 266	9 523 618	-	9 523 618	9 563 903	10 577 104	- 1 013 201	576 246	552 737	23 509	13 917 690	8 054 958	5 862 732	40 740 266	41 185 610	- 445 344
	IE0050020010050090120040000000000000	Overtime:Shift Additional Remuneration	4 414 274	4 608 129	1 103 565	-	1 103 565	1 103 565	1 096 132	7 433	14 499	55 888	- 41 389	1 602 689	889 345	713 344	4 608 129	10 203 464	- 5 595 335
	IE0050020010050090120030000000000000	Overtime:Structured	2 583 399	2 583 399	446 178	-	446 178	684 714	658 884	25 830	230 865	- 25 253	256 118	848 099	675 542	172 557	2 583 399	2 798 095	- 214 696
Grand Total			**126 268 901**	**106 040 075**	**22 015 535**	**3 547 825**	**18 467 710**	**26 168 278**	**23 328 517**	**2 839 761**	**3 733 299**	**3 142 655**	**590 644**	**46 241 161**	**17 328 273**	**28 912 889**	**103 801 131**	**92 140 804**	**11 660 328**

11. Quarterly Budget Statements

Table C1: Quarterly Budget Statement Summary

WC024 Stellenbosch - Table C1 Monthly Budget Statement Summary - Q4 Fourth Quarter

Description	2022/23	Budget Year 2023/24							
R thousands	Audited Outcome	Original Budget	Adjusted Budget	Monthly Actual	YearTD Actual	YearTD Budget	YTD Variance	YTD Variance %	Full Year Forecast
Financial Performance									
Property rates	452 019	473 589	473 589	34 489	484 454	473 589	10 866	2%	473 589
Service charges	1 138 698	1 315 591	1 306 867	104 539	1 273 030	1 306 867	(33 836)	-3%	1 306 867
Investment revenue	42 250	41 193	44 168	4 578	57 312	44 168	13 144	30%	44 168
Transfers and subsidies - Operational	211 107	240 911	225 163	6 722	216 025	225 163	(9 138)	-4%	225 163
Other own revenue	257 943	213 644	270 474	34 034	273 205	270 474	2 731	1%	270 474
Total Revenue (excluding capital transfers and contributions)	**2 102 017**	**2 284 927**	**2 320 261**	**184 361**	**2 304 027**	**2 320 261**	**(16 234)**	**-1%**	**2 320 261**
Employee costs	542 779	617 694	623 836	55 095	589 029	623 836	(34 807)	-6%	623 836
Remuneration of Councillors	22 765	22 097	22 097	1 761	24 375	22 097	2 279	10%	22 097
Depreciation and amortisation	233 255	220 283	239 799	20 353	217 238	239 799	(22 561)	-9%	239 799
Interest	59 928	59 688	65 163	24 039	49 186	65 163	(15 977)	-25%	65 163
Inventory consumed and bulk purchases	608 174	736 842	730 251	55 426	640 974	730 551	(89 577)	-12%	730 251
Transfers and subsidies	17 758	20 636	25 819	1 789	20 442	25 819	(5 377)	-21%	25 819
Other expenditure	477 363	581 109	653 399	33 887	361 721	653 399	(291 678)	-45%	653 399
Total Expenditure	**1 962 024**	**2 258 349**	**2 360 363**	**192 352**	**1 902 964**	**2 360 663**	**(457 700)**	**-19%**	**2 360 363**
Surplus/(Deficit)	**139 993**	**26 578**	**(40 102)**	**(7 990)**	**401 063**	**(40 402)**	**441 465**	**-1093%**	**(40 102)**
Transfers and subsidies - capital (monetary allocations)	100 312	103 856	135 828	19 314	91 099	135 828	(44 729)	-33%	135 828
Transfers and subsidies - capital (in-kind)	23	–	–	–	–	–	–		–
Surplus/(Deficit) after capital transfers & contributions	**240 328**	**130 434**	**95 726**	**11 323**	**492 162**	**95 426**	**396 736**	**416%**	**95 726**
Share of surplus/ (deficit) of associate	–	–	–	–	–	–	–		–
Surplus/ (Deficit) for the year	**240 328**	**130 434**	**95 726**	**11 323**	**492 162**	**95 426**	**396 736**	**416%**	**95 726**
Capital expenditure & funds sources									
Capital expenditure	**321 583**	**504 800**	**491 727**	**69 059**	**359 118**	**491 727**	**(132 609)**	**-27%**	**491 727**
Capital transfers recognised	116 345	127 974	155 586	20 398	103 308	155 586	(52 278)	-34%	155 586
Borrowing	84 534	200 000	146 884	23 029	123 996	146 884	(22 888)	-16%	146 884
Internally generated funds	120 704	176 826	189 257	25 632	131 815	189 257	(57 442)	-30%	189 257
Total sources of capital funds	**321 583**	**504 800**	**491 727**	**69 059**	**359 118**	**491 727**	**(132 609)**	**-27%**	**491 727**
Financial position									
Total current assets	932 872	812 698	958 622		1 428 077				958 622
Total non current assets	6 062 987	6 443 332	6 330 438		6 213 660				6 330 438
Total current liabilities	489 110	448 318	489 344		492 101				489 344
Total non current liabilities	734 220	1 059 662	906 942		871 666				906 942
Community wealth/Equity	**5 785 808**	**5 748 050**	**5 892 791**		**6 274 996**				**5 892 791**
Cash flows									
Net cash from (used) operating	2 557 246	428 518	459 628	63 787	1 821 132	459 628	(1 361 503)	-296%	2 364 481
Net cash from (used) investing	(300 074)	(576 970)	(562 824)	(75 771)	(424 249)	562 824	987 073	175%	562 824
Net cash from (used) financing	–	200 000	200 000	(137 446)	(137 446)	200 000	337 446	169%	200 000
Cash/cash equivalents at the month/year end	**2 700 573**	**484 189**	**677 106**	**–**	**2 137 686**	**1 802 753**	**(334 933)**	**-19%**	**4 005 554**
Debtors & creditors analysis	**0-30 Days**	**31-60 Days**	**61-90 Days**	**91-120 Days**	**121-150 Dys**	**151-180 Dys**	**181 Dys-1 Yr**	**Over 1Yr**	**Total**
Debtors Age Analysis									
Total By Income Source	121 261	9 856	10 071	372 181	–	–	–	–	513 370
Creditors Age Analysis									
Total Creditors	71 351	–	–	–	–	–	–	–	71 351

Table C2: Monthly Budget Statement – Financial Performance (standard classification)

WC024 Stellenbosch - Table C2 Monthly Budget Statement - Financial Performance (functional classification) - Q4 Fourth Quarter

Description	Ref	2022/23	Budget Year 2023/24							
		Audited Outcome	Original Budget	Adjusted Budget	Monthly Actual	YearTD Actual	YearTD Budget	YTD Variance	YTD Variance	Full Year Forecast
R thousands	1								%	
Revenue - Functional										
Governance and administration		**585 336**	**607 693**	**609 736**	**42 570**	**638 486**	**609 736**	28 750	5%	**609 736**
Executive and council		624	1 205	976	80	846	976	(130)	-13%	976
Finance and administration		584 162	606 488	608 760	42 490	637 640	608 760	28 880	5%	608 760
Internal audit		550	–	–	–	–	–	–		–
Community and public safety		**197 351**	**179 869**	**208 480**	**30 572**	**199 035**	**208 480**	(9 445)	-5%	**208 480**
Community and social services		23 288	14 918	22 535	4 944	20 885	22 535	(1 649)	-7%	22 535
Sport and recreation		1 073	1 242	738	273	746	738	8	1%	738
Public safety		162 526	147 892	172 184	23 786	166 860	172 184	(5 324)	-3%	172 184
Housing		10 464	15 817	13 023	1 570	10 544	13 023	(2 480)	-19%	13 023
Health		–	–	–	–	–	–	–		–
Economic and environmental services		**105 522**	**113 925**	**122 249**	**18 216**	**93 728**	**122 249**	(28 520)	-23%	**122 249**
Planning and development		94 388	106 375	90 230	14 342	78 712	90 230	(11 519)	-13%	90 230
Road transport		10 012	6 826	31 346	3 867	14 094	31 346	(17 251)	-55%	31 346
Environmental protection		1 121	725	672	7	922	672	250	37%	672
Trading services		**1 314 143**	**1 487 296**	**1 515 625**	**112 317**	**1 463 877**	**1 515 625**	(51 748)	-3%	**1 515 625**
Energy sources		858 023	979 174	1 022 632	77 151	939 995	1 022 632	(82 637)	-8%	1 022 632
Water management		174 310	196 564	202 740	17 266	213 561	202 740	10 821	5%	202 740
Waste water management		151 046	160 222	156 123	10 064	168 599	156 123	12 476	8%	156 123
Waste management		130 764	151 336	134 130	7 836	141 722	134 130	7 592	6%	134 130
Other	4	–	–	–	–	–	–	–		–
Total Revenue - Functional	2	**2 202 352**	**2 388 783**	**2 456 089**	**203 675**	**2 395 126**	**2 456 089**	**(60 963)**	**-2%**	**2 456 089**
Expenditure - Functional										
Governance and administration		**276 334**	**362 614**	**338 780**	**20 497**	**269 327**	**338 780**	(69 454)	-21%	**338 780**
Executive and council		39 253	42 363	34 368	3 228	38 247	34 368	3 880	11%	34 368
Finance and administration		223 647	314 447	298 904	16 793	224 963	298 904	(73 941)	-25%	298 904
Internal audit		13 434	5 804	5 509	476	6 116	5 509	608	11%	5 509
Community and public safety		**484 264**	**433 048**	**551 729**	**34 332**	**358 729**	**551 729**	(193 000)	-35%	**551 729**
Community and social services		43 151	52 702	52 038	2 831	44 645	52 038	(7 393)	-14%	52 038
Sport and recreation		55 331	81 085	70 749	5 779	55 585	70 749	(15 164)	-21%	70 749
Public safety		347 274	268 165	381 905	21 819	222 779	381 905	(159 126)	-42%	381 905
Housing		38 508	31 096	47 036	3 904	35 720	47 036	(11 316)	-24%	47 036
Health		–	–	–	–	–	–	–		–
Economic and environmental services		**156 684**	**220 371**	**156 521**	**13 894**	**147 148**	**156 821**	(9 673)	-6%	**156 521**
Planning and development		74 911	98 596	70 663	5 872	66 128	70 663	(4 534)	-6%	70 663
Road transport		65 410	103 690	67 126	6 387	65 361	67 426	(2 065)	-3%	67 126
Environmental protection		16 362	18 085	18 732	1 635	15 659	18 732	(3 074)	-16%	18 732
Trading services		**1 044 742**	**1 242 315**	**1 313 334**	**123 628**	**1 127 761**	**1 313 334**	(185 573)	-14%	**1 313 334**
Energy sources		650 379	768 674	750 492	65 339	676 909	750 492	(73 583)	-10%	750 492
Water management		140 954	146 032	165 228	16 690	136 603	165 228	(28 625)	-17%	165 228
Waste water management		174 376	176 993	215 820	22 826	182 102	215 820	(33 718)	-16%	215 820
Waste management		79 032	150 616	181 794	18 774	132 146	181 794	(49 648)	-27%	181 794
Other		–	–	–	–	–	–	–		–
Total Expenditure - Functional	3	**1 962 024**	**2 258 349**	**2 360 363**	**192 352**	**1 902 964**	**2 360 663**	**(457 700)**	**-19%**	**2 360 363**
Surplus/ (Deficit) for the year		**240 328**	**130 434**	**95 726**	**11 323**	**492 162**	**95 426**	**396 736**	**416%**	**95 726**

Table C2: Monthly Budget Statement – Financial Performance, reflects the operating revenue and operating expenditure in the standard classifications which are the Government Finance Statistics Functions and Sub-functions. The main functions are Governance and Administration; Community and public safety; Economic and environmental services; and Trading services.

Table C3: Monthly Budget Statement – Financial Performance (revenue & expenditure by municipal vote)

WC024 Stellenbosch - Table C3 Monthly Budget Statement - Financial Performance (revenue and expenditure by municipal vote) - Q4 Fourth Quarter

Vote Description	Ref	2022/23	Budget Year 2023/24							
R thousands		Audited Outcome	Original Budget	Adjusted Budget	Monthly Actual	YearTD Actual	YearTD Budget	YTD Variance	YTD Variance %	Full Year Forecast
Revenue by Vote	1									
Vote 1 - OFFICE OF THE MUNICIPAL MANAGER		550	–	–	–	–	–	–		–
Vote 2 - PLANNING AND DEVELOPMENT SERVICES		20 629	26 357	24 009	3 181	22 670	24 009	(1 339)	-5,6%	24 009
Vote 3 - INFRASTRUCTURE SERVICES		1 406 076	1 589 956	1 626 185	128 915	1 544 557	1 626 185	(81 628)	-5,0%	1 626 185
Vote 4 - COMMUNITY AND PROTECTION SERVICES		190 311	164 777	196 160	29 010	189 414	196 160	(6 746)	-3,4%	196 160
Vote 5 - CORPORATE SERVICES		11 557	10 179	12 553	1 109	11 853	12 553	(700)	-5,6%	12 553
Vote 6 - FINANCIAL SERVICES		573 229	597 514	597 183	41 461	626 633	597 183	29 450	4,9%	597 183
Vote 7 - [NAME OF VOTE 7]		–	–	–	–	–	–	–		–
Vote 8 - [NAME OF VOTE 8]		–	–	–	–	–	–	–		–
Vote 9 - [NAME OF VOTE 9]		–	–	–	–	–	–	–		–
Vote 10 - [NAME OF VOTE 10]		–	–	–	–	–	–	–		–
Vote 11 - [NAME OF VOTE 11]		–	–	–	–	–	–	–		–
Vote 12 - [NAME OF VOTE 12]		–	–	–	–	–	–	–		–
Vote 13 - [NAME OF VOTE 13]		–	–	–	–	–	–	–		–
Vote 14 - [NAME OF VOTE 14]		–	–	–	–	–	–	–		–
Vote 15 - [NAME OF VOTE 15]		–	–	–	–	–	–	–		–
Total Revenue by Vote	2	**2 202 352**	**2 388 783**	**2 456 089**	**203 675**	**2 395 126**	**2 456 089**	**(60 963)**	**-2,5%**	**2 456 089**
Expenditure by Vote	1									
Vote 1 - OFFICE OF THE MUNICIPAL MANAGER		25 844	17 841	16 463	1 562	17 547	16 463	1 084	6,6%	16 463
Vote 2 - PLANNING AND DEVELOPMENT SERVICES		78 792	93 403	88 001	9 388	87 405	88 001	(595)	-0,7%	88 001
Vote 3 - INFRASTRUCTURE SERVICES		1 171 197	1 366 656	1 444 056	134 222	1 224 262	1 444 356	(220 094)	-15,2%	1 444 056
Vote 4 - COMMUNITY AND PROTECTION SERVICES		429 732	422 903	484 000	28 661	308 441	484 000	(175 559)	-36,3%	484 000
Vote 5 - CORPORATE SERVICES		166 180	234 757	211 408	10 719	162 335	211 408	(49 073)	-23,2%	211 408
Vote 6 - FINANCIAL SERVICES		90 279	122 789	116 435	7 801	102 973	116 435	(13 462)	-11,6%	116 435
Vote 7 - [NAME OF VOTE 7]		–	–	–	–	–	–	–		–
Vote 8 - [NAME OF VOTE 8]		–	–	–	–	–	–	–		–
Vote 9 - [NAME OF VOTE 9]		–	–	–	–	–	–	–		–
Vote 10 - [NAME OF VOTE 10]		–	–	–	–	–	–	–		–
Vote 11 - [NAME OF VOTE 11]		–	–	–	–	–	–	–		–
Vote 12 - [NAME OF VOTE 12]		–	–	–	–	–	–	–		–
Vote 13 - [NAME OF VOTE 13]		–	–	–	–	–	–	–		–
Vote 14 - [NAME OF VOTE 14]		–	–	–	–	–	–	–		–
Vote 15 - [NAME OF VOTE 15]		–	–	–	–	–	–	–		–
Total Expenditure by Vote	2	**1 962 024**	**2 258 349**	**2 360 363**	**192 352**	**1 902 964**	**2 360 663**	**(457 700)**	**-19,4%**	**2 360 363**
Surplus/ (Deficit) for the year	2	**240 328**	**130 434**	**95 726**	**11 323**	**492 162**	**95 426**	**396 736**	**415,8%**	**95 726**

Table C3: Monthly Budget Statement – Financial Performance, reflects the operating revenue and operating expenditure by municipal vote. The municipal directorates are Municipal Manager; Planning Development; Infrastructure Services; Community and Protection Services; Corporate Services; and Financial Services. The operating expenditure budget is approved by Council on the municipal vote level.

Table C4: Monthly Budget Statement – Financial Performance (revenue & expenditure)

WC024 Stellenbosch - Table C4 Monthly Budget Statement - Financial Performance (revenue and expenditure) - Q4 Fourth Quarter

Description	Ref	2022/23	Budget Year 2023/24							
R thousands		Audited Outcome	Original Budget	Adjusted Budget	Monthly Actual	YearTD Actual	YearTD Budget	YTD Variance	YTD Variance %	Full Year Forecast
Revenue										
Exchange Revenue		1 287 586	1 435 565	1 462 651	122 016	1 450 353	1 462 651	(12 297)	-1%	1 462 651
Service charges - Electricity		779 984	913 669	913 669	72 678	866 114	913 669	(47 556)	-5%	913 669
Service charges - Water		162 138	185 622	171 866	15 380	196 878	171 866	25 012	15%	171 866
Service charges - Waste Water Management		106 739	108 647	113 677	9 124	113 712	113 677	35	0%	113 677
Service charges - Waste management		89 837	107 654	107 654	7 357	96 327	107 654	(11 327)	-11%	107 654
Sale of Goods and Rendering of Services		21 698	22 190	22 124	2 813	25 984	22 124	3 860	17%	22 124
Agency services		3 438	3 358	3 617	963	3 697	3 617	80	2%	3 617
Interest		–	–	–	–	–	–	–		–
Interest earned from Receivables		16 467	15 413	17 324	1 920	21 678	17 324	4 355	25%	17 324
Interest earned from Current and Non Current Assets		42 250	41 193	44 168	4 578	57 312	44 168	13 144	30%	44 168
Dividends		–	–	–	–	–	–	–		–
Rent on Land		–	–	–	–	–	–	–		–
Rental from Fixed Assets		12 373	10 604	13 014	780	10 672	13 014	(2 342)	-18%	13 014
Licence and permits		8 408	7 872	7 994	1 341	8 149	7 994	156	2%	7 994
Operational Revenue		44 254	19 346	47 544	5 082	49 830	47 544	2 286	5%	47 544
Non-Exchange Revenue		814 431	849 362	857 610	62 345	853 673	857 610	(3 937)	0%	857 610
Property rates		452 019	473 589	473 589	34 489	484 454	473 589	10 866	2%	473 589
Surcharges and Taxes		–	–	–	–	–	–	–		–
Fines, penalties and forfeits		146 658	131 570	155 565	20 792	148 952	155 565	(6 613)	-4%	155 565
Licence and permits		–	–	–	–	–	–	–		–
Transfer and subsidies - Operational		211 107	240 911	225 163	6 722	216 025	225 163	(9 138)	-4%	225 163
Interest		3 418	3 293	3 293	342	4 239	3 293	947	29%	3 293
Fuel Levy		–	–	–	–	–	–	–		–
Operational Revenue		–	–	–	–	–	–	–		–
Gains on disposal of Assets		1 084	–	–	–	–	–	–		–
Other Gains		145	–	–	–	3	–	3		–
Discontinued Operations		–	–	–	–	–	–	–		–
Total Revenue (excluding capital transfers and contributions)		**2 102 017**	**2 284 927**	**2 320 261**	**184 361**	**2 304 027**	**2 320 261**	**(16 234)**	**-1%**	**2 320 261**
Expenditure By Type										
Employee related costs		542 779	617 694	623 836	55 095	589 029	623 836	(34 807)	-6%	623 836
Remuneration of councillors		22 765	22 097	22 097	1 761	24 375	22 097	2 279	10%	22 097
Bulk purchases - electricity		521 012	636 393	628 833	50 605	553 763	628 833	(75 070)	-12%	628 833
Inventory consumed		87 162	100 449	101 418	4 821	87 211	101 718	(14 507)	-14%	101 418
Debt impairment		70 722	16 684	71 053	–	–	71 053	(71 053)	-100%	71 053
Depreciation and amortisation		233 255	220 283	239 799	20 353	217 238	239 799	(22 561)	-9%	239 799
Interest		59 928	59 688	65 163	24 039	49 186	65 163	(15 977)	-25%	65 163
Contracted services		228 438	288 868	297 856	25 213	228 016	297 856	(69 839)	-23%	297 856
Transfers and subsidies		17 758	20 636	25 819	1 789	20 442	25 819	(5 377)	-21%	25 819
Irrecoverable debts written off		91 946	94 958	115 713	46	365	115 713	(115 348)	-100%	115 713
Operational costs		71 085	180 599	168 777	8 628	133 323	168 777	(35 454)	-21%	168 777
Losses on Disposal of Assets		14 639	–	–	–	–	–	–		–
Other Losses		534	–	–	–	16	–	16		–
Total Expenditure		**1 962 024**	**2 258 349**	**2 360 363**	**192 352**	**1 902 964**	**2 360 663**	**(457 700)**	**-19%**	**2 360 363**
Surplus/(Deficit)		**139 993**	**26 578**	**(40 102)**	**(7 990)**	**401 063**	**(40 402)**	**441 465**	**(0)**	**(40 102)**
Transfers and subsidies - capital (monetary allocations)		100 312	103 856	135 828	19 314	91 099	135 828	(44 729)	**(0)**	135 828
Transfers and subsidies - capital (in-kind)		23	–	–	–	–	–	–		–
Surplus/(Deficit) after capital transfers & contributions		**240 328**	**130 434**	**95 726**	**11 323**	**492 162**	**95 426**			**95 726**
Income Tax		–	–	–	–	–	–	–		–
Surplus/(Deficit) after income tax		**240 328**	**130 434**	**95 726**	**11 323**	**492 162**	**95 426**			**95 726**
Share of Surplus/Deficit attributable to Joint Venture		–	–	–	–	–	–			–
Share of Surplus/Deficit attributable to Minorities		–	–	–	–	–	–			–
Surplus/(Deficit) attributable to municipality		**240 328**	**130 434**	**95 726**	**11 323**	**492 162**	**95 426**			**95 726**
Share of Surplus/Deficit attributable to Associate		–	–	–	–	–	–			–
Intercompany/Parent subsidiary transactions		–	–	–	–	–	–			–
Surplus/ (Deficit) for the year		**240 328**	**130 434**	**95 726**	**11 323**	**492 162**	**95 426**			**95 726**

Table C5: Monthly Budget Statement – Capital Expenditure

WC024 Stellenbosch - Table C5 Monthly Budget Statement - Capital Expenditure (municipal vote, functional classification and funding) - Q4 Fourth Quarter

Vote Description	Ref	2022/23	Budget Year 2023/24							
		Audited Outcome	Original Budget	Adjusted Budget	Monthly Actual	YearTD Actual	YearTD Budget	YTD Variance	YTD Variance %	Full Year Forecast
R thousands	1									
Multi-Year expenditure appropriation	2									
Vote 1 - OFFICE OF THE MUNICIPAL MANAGER		39	40	40	3	40	40	(0)	0%	40
Vote 2 - PLANNING AND DEVELOPMENT SERVICES		11 214	7 824	4 037	1 062	3 558	4 037	(479)	-12%	4 037
Vote 3 - INFRASTRUCTURE SERVICES		262 963	432 123	407 659	59 117	302 066	407 659	(105 593)	-26%	407 659
Vote 4 - COMMUNITY AND PROTECTION SERVICES		13 868	20 492	28 228	5 524	19 746	28 228	(8 481)	-30%	28 228
Vote 5 - CORPORATE SERVICES		30 209	30 201	33 464	2 134	25 638	33 464	(7 826)	-23%	33 464
Vote 6 - FINANCIAL SERVICES		571	250	1 419	37	1 334	1 419	(85)	-6%	1 419
Vote 7 - [NAME OF VOTE 7]		–	–	–	–	–	–	–		–
Vote 8 - [NAME OF VOTE 8]		–	–	–	–	–	–	–		–
Vote 9 - [NAME OF VOTE 9]		–	–	–	–	–	–	–		–
Vote 10 - [NAME OF VOTE 10]		–	–	–	–	–	–	–		–
Vote 11 - [NAME OF VOTE 11]		–	–	–	–	–	–	–		–
Vote 12 - [NAME OF VOTE 12]		–	–	–	–	–	–	–		–
Vote 13 - [NAME OF VOTE 13]		–	–	–	–	–	–	–		–
Vote 14 - [NAME OF VOTE 14]		–	–	–	–	–	–	–		–
Vote 15 - [NAME OF VOTE 15]		–	–	–	–	–	–	–		–
Total Capital Multi-year expenditure	4,7	**318 865**	**490 930**	**474 847**	**67 877**	**352 382**	**474 847**	**(122 465)**	**-26%**	**474 847**
Single Year expenditure appropriation	2									
Vote 1 - OFFICE OF THE MUNICIPAL MANAGER		–	–	–	–	–	–	–		–
Vote 2 - PLANNING AND DEVELOPMENT SERVICES		524	1 220	583	312	538	583	(44)	-8%	583
Vote 3 - INFRASTRUCTURE SERVICES		–	4 300	5 792	719	1 425	5 792	(4 367)	-75%	5 792
Vote 4 - COMMUNITY AND PROTECTION SERVICES		1 625	4 150	8 887	151	3 309	8 887	(5 578)	-63%	8 887
Vote 5 - CORPORATE SERVICES		569	3 700	1 119	–	970	1 119	(149)	-13%	1 119
Vote 6 - FINANCIAL SERVICES		–	500	500	–	494	500	(6)	-1%	500
Vote 7 - [NAME OF VOTE 7]		–	–	–	–	–	–	–		–
Vote 8 - [NAME OF VOTE 8]		–	–	–	–	–	–	–		–
Vote 9 - [NAME OF VOTE 9]		–	–	–	–	–	–	–		–
Vote 10 - [NAME OF VOTE 10]		–	–	–	–	–	–	–		–
Vote 11 - [NAME OF VOTE 11]		–	–	–	–	–	–	–		–
Vote 12 - [NAME OF VOTE 12]		–	–	–	–	–	–	–		–
Vote 13 - [NAME OF VOTE 13]		–	–	–	–	–	–	–		–
Vote 14 - [NAME OF VOTE 14]		–	–	–	–	–	–	–		–
Vote 15 - [NAME OF VOTE 15]		–	–	–	–	–	–	–		–
Total Capital single-year expenditure	4	2 718	13 870	16 881	1 182	6 737	16 881	**(10 144)**	**-60%**	16 881
Total Capital Expenditure	3	**321 583**	**504 800**	**491 727**	**69 059**	**359 118**	**491 727**	**(132 609)**	**-27%**	**491 727**
Capital Expenditure - Functional Classification										
Governance and administration		**31 388**	**34 691**	**36 542**	**2 175**	**28 476**	**36 542**	(8 066)	-22%	**36 542**
Executive and council		39	40	40	3	40	40	(0)	0%	40
Finance and administration		31 348	34 651	36 502	2 171	28 436	36 502	(8 066)	-22%	36 502
Internal audit		–	–	–	–	–	–	–		–
Community and public safety		**15 395**	**28 606**	**37 868**	**6 807**	**24 171**	**37 868**	(13 698)	-36%	**37 868**
Community and social services		2 323	7 285	16 624	2 961	8 038	16 624	(8 586)	-52%	16 624
Sport and recreation		4 620	6 461	10 081	1 685	6 506	10 081	(3 575)	-35%	10 081
Public safety		1 638	6 966	7 706	994	6 306	7 706	(1 400)	-18%	7 706
Housing		6 815	7 894	3 457	1 167	3 320	3 457	(137)	-4%	3 457
Health		–	–	–	–	–	–	–		–
Economic and environmental services		**78 737**	**95 480**	**121 297**	**17 827**	**74 818**	**121 297**	(46 480)	-38%	**121 297**
Planning and development		13 953	19 800	20 895	1 826	11 052	20 895	(9 844)	-47%	20 895
Road transport		58 013	73 080	98 890	15 970	62 740	98 890	(36 150)	-37%	98 890
Environmental protection		6 772	2 600	1 512	32	1 026	1 512	(486)	-32%	1 512
Trading services		**196 063**	**346 023**	**296 020**	**42 251**	**231 654**	**296 020**	(64 365)	-22%	**296 020**
Energy sources		73 528	113 188	100 437	18 441	88 646	100 437	(11 791)	-12%	100 437
Water management		73 907	117 150	74 256	12 653	66 608	74 256	(7 648)	-10%	74 256
Waste water management		40 101	53 140	30 272	2 647	12 543	30 272	(17 730)	-59%	30 272
Waste management		8 527	62 545	91 055	8 510	63 858	91 055	(27 196)	-30%	91 055
Other		–	–	–	–	–	–	–		–
Total Capital Expenditure - Functional Classification	3	**321 583**	**504 800**	**491 727**	**69 059**	**359 118**	**491 727**	**(132 609)**	**-27%**	**491 727**
Funded by:										
National Government		90 625	79 190	106 572	17 573	75 149	106 572	(31 423)	-29%	106 572
Provincial Government		8 543	24 666	29 257	1 740	15 909	29 257	(13 347)	-46%	29 257
District Municipality		–	–	–	–	–	–	–		–
Transfers and subsidies - capital (monetary allocations) (Nat / Prov Departm										
Agencies, Households, Non-profit Institutions, Private Enterprises, Public Corporatons, Higher Educ Institutions)		17 178	24 118	19 758	1 084	12 250	19 758	(7 508)	-38%	19 758
Transfers recognised - capital		**116 345**	**127 974**	**155 586**	**20 398**	**103 308**	**155 586**	**(52 278)**	**-34%**	**155 586**
Borrowing	6	84 534	200 000	146 884	23 029	123 996	146 884	(22 888)	-16%	146 884
Internally generated funds		120 704	176 826	189 257	25 632	131 815	189 257	(57 442)	-30%	189 257
Total Capital Funding	7	**321 583**	**504 800**	**491 727**	**69 059**	**359 118**	**491 727**	**(132 609)**	**-27%**	**491 727**

Table C5: Monthly Budget Statement – Capital Expenditure consists of three sections: Appropriations by vote; Standard classification and funding portion.

Table C6: Monthly Budget Statement – Financial Position

WC024 Stellenbosch - Table C6 Monthly Budget Statement - Financial Position - Q4 Fourth Quarter

Description	Ref	2022/23	Budget Year 2023/24			
		Audited Outcome	Original Budget	Adjusted Budget	YearTD Actual	Full Year Forecast
R thousands	1					
ASSETS						
Current assets						
Cash and cash equivalents		580 301	428 557	621 473	667 622	621 473
Trade and other receivables from exchange transactions		247 377	219 378	248 105	335 880	248 105
Receivables from non-exchange transactions		50 920	113 233	37 785	192 249	37 785
Current portion of non-current receivables		–	–	–	–	–
Inventory		36 299	28 822	33 282	37 111	33 282
VAT		12 014	17 358	12 014	183 408	12 014
Other current assets		5 961	5 349	5 961	11 807	5 961
Total current assets		**932 872**	**812 698**	**958 622**	**1 428 077**	**958 622**
Non current assets						
Investments		–	–	–	–	–
Investment property		425 076	418 091	426 893	424 656	426 893
Property, plant and equipment		5 622 596	6 004 827	5 887 145	5 773 771	5 887 145
Biological assets		5 143	5 643	5 493	5 322	5 493
Living and non-living resources		–	–	–	–	–
Heritage assets		1 313	3 537	1 313	1 313	1 313
Intangible assets		4 261	4 514	4 997	4 000	4 997
Trade and other receivables from exchange transactions		4 582	6 649	4 582	4 582	4 582
Non-current receivables from non-exchange transactions		17	72	17	17	17
Other non-current assets		–	–	–	–	–
Total non current assets		**6 062 987**	**6 443 332**	**6 330 438**	**6 213 660**	**6 330 438**
TOTAL ASSETS		**6 995 860**	**7 256 030**	**7 289 060**	**7 641 736**	**7 289 060**
LIABILITIES						
Current liabilities						
Bank overdraft		–	–	–	–	–
Financial liabilities		55 047	63 043	62 457	(0)	62 457
Consumer deposits		23 689	22 755	23 689	25 538	23 689
Trade and other payables from exchange transactions		323 145	278 475	316 887	173 029	316 887
Trade and other payables from non-exchange transactions		28 945	6 113	26 855	62 832	26 855
Provision		58 284	74 461	54 427	43 856	54 427
VAT		–	3 472	5 029	186 845	5 029
Other current liabilities		–	–	–	–	–
Total current liabilities		**489 110**	**448 318**	**489 344**	**492 101**	**489 344**
Non current liabilities						
Financial liabilities		447 598	655 062	584 555	585 044	584 555
Provision		120 238	204 748	136 208	120 238	136 208
Long term portion of trade payables		–	–	–	–	–
Other non-current liabilities		166 384	199 852	186 179	166 384	186 179
Total non current liabilities		**734 220**	**1 059 662**	**906 942**	**871 666**	**906 942**
TOTAL LIABILITIES		**1 223 330**	**1 507 980**	**1 396 286**	**1 363 767**	**1 396 286**
NET ASSETS	2	**5 772 530**	**5 748 050**	**5 892 774**	**6 277 970**	**5 892 774**
COMMUNITY WEALTH/EQUITY						
Accumulated Surplus/(Deficit)		5 613 921	5 561 338	5 573 289	6 103 109	5 573 289
Reserves and funds		171 887	186 712	319 502	171 887	319 502
Other		–	–	–	–	–
TOTAL COMMUNITY WEALTH/EQUITY	2	**5 785 808**	**5 748 050**	**5 892 791**	**6 274 996**	**5 892 791**

Table C7: Monthly Budget Statement – Cash Flow

WC024 Stellenbosch - Table C7 Monthly Budget Statement - Cash Flow - Q4 Fourth Quarter

Description	Ref	2022/23	Budget Year 2023/24							
		Audited Outcome	Original Budget	Adjusted Budget	Monthly Actual	YearTD Actual	YearTD Budget	YTD Variance	YTD Variance	Full Year Forecast
R thousands	1								%	
CASH FLOW FROM OPERATING ACTIVITIES										
Receipts										
Property rates		1 249 264	481 350	481 303	48 327	1 315 228	481 303	833 925	173%	481 303
Service charges		920 983	1 479 263	1 481 790	80 346	1 081 723	1 481 790	(400 068)	-27%	1 481 790
Other revenue		43 508	146 227	179 434	8 706	97 379	179 434	(82 055)	-46%	179 434
Transfers and Subsidies - Operational		1 235	240 911	224 379	–	203	224 379	(224 176)	-100%	224 379
Transfers and Subsidies - Capital		52	103 856	123 891	–	–	123 891	(123 891)	-100%	123 891
Interest		5 423	41 193	44 168	724	8 215	44 168	(35 953)	-81%	44 168
Dividends		–	–	–	–	–	–	–		–
Payments										
Suppliers and employees		341 567	(2 000 844)	(2 011 898)	(74 315)	(681 615)	(2 011 898)	(1 330 284)	66%	(107 046)
Interest		–	(42 802)	(42 802)	–	–	(42 802)	(42 802)	100%	(42 802)
Transfers and Subsidies		(4 786)	(20 636)	(20 636)	–	–	(20 636)	(20 636)	100%	(20 636)
NET CASH FROM/(USED) OPERATING ACTIVITIES		**2 557 246**	**428 518**	**459 628**	**63 787**	**1 821 132**	**459 628**	**(1 361 503)**	**-296%**	**2 364 481**
CASH FLOWS FROM INVESTING ACTIVITIES										
Receipts										
Proceeds on disposal of PPE		–	–	–	–	–	–	–		–
Decrease (increase) in non-current receivables		(2 122)	–	–	–	–	–	–		–
Decrease (increase) in non-current investments		–	–	–	–	–	–	–		–
Payments										
Capital assets		(297 952)	(576 970)	(562 824)	(75 771)	(424 249)	562 824	987 073	175%	562 824
NET CASH FROM/(USED) INVESTING ACTIVITIES		**(300 074)**	**(576 970)**	**(562 824)**	**(75 771)**	**(424 249)**	**562 824**	**987 073**	**175%**	**562 824**
CASH FLOWS FROM FINANCING ACTIVITIES										
Receipts										
Short term loans		–	–	–	–	–	–	–		–
Borrowing long term/refinancing		–	200 000	200 000	(137 446)	(137 446)	200 000	(337 446)	-169%	200 000
Increase (decrease) in consumer deposits		–	–	–	–	–	–	–		–
Payments										
Repayment of borrowing		–	–	–	–	–	–	–		–
NET CASH FROM/(USED) FINANCING ACTIVITIES		**–**	**200 000**	**200 000**	**(137 446)**	**(137 446)**	**200 000**	**337 446**	**169%**	**200 000**
NET INCREASE/ (DECREASE) IN CASH HELD		**2 257 173**	**51 548**	**96 805**	**(149 430)**	**1 259 436**	**1 222 452**			**3 127 304**
Cash/cash equivalents at beginning:		443 400	432 641	580 301		878 250	580 301			878 250
Cash/cash equivalents at month/year end:		2 700 573	484 189	677 106		2 137 686	1 802 753			4 005 554

12. Supporting Documentation

Debtors Age Analysis

Supporting Table SC3: Monthly Budget Statement - Aged Debtors

WC024 Stellenbosch - Supporting Table SC3 Monthly Budget Statement - aged debtors - Q4 Fourth Quarter

Description	NT Code	Budget Year 2023/24											
R thousands		0-30 Days	31-60 Days	61-90 Days	91-120 Days	121-150 Dys	151-180 Dys	181 Dys-1 Yr	Over 1Yr	Total	Total over 90 days	Actual Bad Debts Written Off against Debtors	Impairment - Bad Debts i.t.o Council Policy
Debtors Age Analysis By Income Source													
Trade and Other Receivables from Exchange Transactions - Water	1200	21 252	3 350	3 798	156 242	–	–	–	–	184 642	156 242	–	–
Trade and Other Receivables from Exchange Transactions - Electricity	1300	55 545	3 441	3 105	53 741	–	–	–	–	115 833	53 741	–	–
Receivables from Non-exchange Transactions - Property Rates	1400	24 685	1 119	1 233	40 345	–	–	–	–	67 382	40 345	–	–
Receivables from Exchange Transactions - Waste Water Management	1500	11 184	757	642	39 793	–	–	–	–	52 376	39 793	–	–
Receivables from Exchange Transactions - Waste Management	1600	7 170	943	845	52 682	–	–	–	–	61 640	52 682	–	–
Receivables from Exchange Transactions - Property Rental Debtors	1700	588	180	399	14 880	–	–	–	–	16 046	14 880	–	–
Interest on Arrear Debtor Accounts	1810	–	–	–	–	–	–	–	–	–	–	–	–
Recoverable unauthorised, irregular, fruitless and wasteful expenditure	1820	–	–	–	–	–	–	–	–	–	–	–	–
Other	1900	838	66	50	14 497	–	–	–	–	15 450	14 497	–	–
Total By Income Source	**2000**	**121 261**	**9 856**	**10 071**	**372 181**	**–**	**–**	**–**	**–**	**513 370**	**372 181**	**–**	**–**
2022/23 - totals only										–	–		
Debtors Age Analysis By Customer Group													
Organs of State	2200	4 982	261	191	7 164	–	–	–	–	12 597	7 164	–	–
Commercial	2300	22 692	3 072	2 978	66 623	–	–	–	–	95 365	66 623	–	–
Households	2400	72 385	6 096	6 245	282 094	–	–	–	–	366 820	282 094	–	–
Other	2500	21 202	427	658	16 300	–	–	–	–	38 587	16 300	–	–
Total By Customer Group	**2600**	**121 261**	**9 856**	**10 071**	**372 181**	**–**	**–**	**–**	**–**	**513 370**	**372 181**	**–**	**–**

Creditors Age Analysis

Supporting Table SC4: Monthly Budget Statement – Aged Creditors

WC024 Stellenbosch - Supporting Table SC4 Monthly Budget Statement - aged creditors - Q4 Fourth Quarter

Description	NT Code	Budget Year 2023/24								
R thousands		0 - 30 Days	31 - 60 Days	61 - 90 Days	91 - 120 Days	121 - 150 Days	151 - 180 Days	181 Days - 1 Year	Over 1 Year	Total
Creditors Age Analysis By Customer Type										
Bulk Electricity	0100	–	–	–	–	–	–	–	–	–
Bulk Water	0200	–	–	–	–	–	–	–	–	–
PAYE deductions	0300	8 835	–	–	–	–	–	–	–	8 835
VAT (output less input)	0400	–	–	–	–	–	–	–	–	–
Pensions / Retirement deductions	0500	–	–	–	–	–	–	–	–	–
Loan repayments	0600	–	–	–	–	–	–	–	–	–
Trade Creditors	0700	62 515	–	–	–	–	–	–	–	62 515
Auditor General	0800	–	–	–	–	–	–	–	–	–
Other	0900	–	–	–	–	–	–	–	–	–
Total By Customer Type	**1000**	**71 351**	**–**	**–**	**–**	**–**	**–**	**–**	**–**	**71 351**

Investments and Borrowings

Supporting Table SC5: Monthly Budget Statement – Investment Portfolio

WC024 Stellenbosch - Supporting Table SC5 Monthly Budget Statement - investment portfolio - Q4 Fourth Quarter

Investments by maturity Name of institution & investment ID	Ref	Period of Investment	Type of Investment	Capital Guarantee (Yes/ No)	Variable or Fixed interest rate	Interest Rate 3	Commission Paid (Rands)	Commission Recipient	Expiry date of investment	Opening balance	Interest to be realised	Partial / Premature Withdrawal (4)	Investment Top Up	Closing Balance
R thousands		Yrs/Months												
Municipality														
A#9415		CALL ACCO	Deposits - Ba	No	Yes	0	No	No	12/10/2024	10 867	427	(55 000)	100 000	**56 294**
N#028		1Y	Deposits - Ba	No	Yes	0	No	No	13/10/2023	–	–		–	**–**
N#030		1Y	Deposits - Ba	No	Yes	0	No	No	15/03/2024	–	–		–	**–**
A#3316		4M	Deposits - Ba	No	Yes	0	No	No	16/07/2023	–	–		–	**–**
A#0741		3M	Deposits - Ba	No	Yes	0	No	No	19/07/2023	–	–		–	**–**
N#031		1Y	Deposits - Ba	No	Yes	0	No	No	11/07/2024	115 185	893		–	**116 078**
A#1722		6M	Deposits - Ba	No	Yes	0	No	No	11/12/2023	–	–		–	**–**
F#5420		3M	Deposits - Ba	No	Yes	0	No	No	17/01/2024	–	–		–	**–**
A#2381		9M	Deposits - Ba	No	Yes	0	No	No	07/10/2024	166 013	1 270			**167 283**
S#039		CALL ACCO	Deposits - Ba	No	Yes	0	No	No	12/01/2025	–				**–**
A#2323		4M	Deposits - Ba	No	Yes	0	No	No	12/06/2024	102 792	282	(103 074)		**0**
N#032		1Y	Deposits - Ba	No	Yes	0	No	No	19/12/2024	71 372	556		–	**71 929**
S#040		2M	Deposits - Ba	No	Yes	0	No	No	20/05/2024	(0)	–		–	**(0)**
S#041		4M	Deposits - Ba	No	Yes	0	No	No	12/09/2024	–	426		100 000	**100 426**
Municipality sub-total										**466 230**	**3 855**		**200 000**	**512 011**
TOTAL INVESTMENTS AND INTEREST	2									**466 230**	**3 855**		**200 000**	**512 011**

Supporting Table SC6: Monthly Budget Statement – Transfers and grant receipts

WC024 Stellenbosch - Supporting Table SC6 Monthly Budget Statement - transfers and grant receipts - Q4 Fourth Quarter

Description	Ref	2022/23	Budget Year 2023/24							
R thousands		Audited Outcome	Original Budget	Adjusted Budget	Monthly Actual	YearTD Actual	YearTD Budget	YTD Variance	YTD Variance %	Full Year Forecast
RECEIPTS:	1,2									
Operating Transfers and Grants										
National Government:		**186 112**	**210 148**	**209 881**	**–**	**209 881**	**206 910**	**–**		**6 069**
Operational Revenue:General Revenue:Equitable Share		179 634	200 841	200 841	–	200 841	200 841	–		–
Expanded Public Works Programme Integrated Grant for Municipalities [Schedule 5B]		4 928	4 786	4 519	–	4 519	4 519	–		4 519
Local Government Financial Management Grant [Schedule 5B]		1 550	1 550	1 550	–	1 550	1 550	–		1 550
Integrated Urban Development Grant		3 287	2 971	2 971	–	2 971	2 971	–		2 971
Provincial Government:		**23 280**	**30 963**	**14 763**	**–**	**12 664**	**14 098**	**(1 434)**	**-10,2%**	**14 098**
Library Services: Conditional Grant		14 112	11 252	11 252	–	11 252	11 252	–		11 252
Municipal Accreditation and Capacity Building Grant		256	245	245	–	245	245	–		245
Library services replacment funding		–	–	180	–	180	–	180		–
Title Deeds Restoration Grant		–	1 503	1 503	–	505	1 503	(998)	-66,4%	1 503
Financial Management Capability Grant		241	200	241	–	200	–	200		–
Maintenance and Construction of Transport Infrastructure		495	345	345	–	–	345	(345)	-100,0%	345
Community Development Workers Operational Support Grant		38	38	38	–	38	–	38		–
Western Cape Municipal Energy Resilience Grant (WC MER Grant)		1 184	–	244	–	244	–	244		–
HUMAN SETTLEMENTS DEVELOPMENT GRANT		6 954	17 380	715	–	–	–	–		–
Specify (Add grant description)		–	–	–	–	–	–	–		–
District Municipality:		**615**	**–**	**200**	**–**	**138**	**400**	(262)	-65,5%	**400**
Cape Winelands District Grant		500	–	–	–	–	–	–		–
Cape winelands ommunity safety		115	–	200	–	138	400	(262)	-65,5%	400
Other grant providers:		**2 467**	**–**	**–**	**11**	**1 249**	**–**	1 249		**–**
Departmental Agencies and Accounts		–	–	–	–	–	–	–		–
Non-profit Institutions		102	–	–	–	258	–	258		–
Private Enterprises		2 365	–	–	11	991	–	991		–
Public Corporations		–	–	–	–	–	–	–		–
Higher Educational Institutions		–	–	–	–	–	–	–		–
Parent Municipality / Entity		–	–	–	–	–	–	–		–
Total Operating Transfers and Grants	5	**212 475**	**241 111**	**224 843**	**11**	**223 931**	**221 408**	**(447)**	**-0,2%**	**20 567**
Capital Transfers and Grants										
National Government:		**90 810**	**79 190**	**106 572**	**–**	**106 572**	**106 572**	**–**		**106 572**
Integrated National Electrification Programme (Municipal Grant) [Schedule 5B]		28 350	22 750	20 000	–	20 000	20 000	–		50 132
Municipal Disaster Recovery Grant [Schedule 4B]		–	–	30 132	–	30 132	30 132	–		–
Metro Informal Settlements Partnership Grant		62 460	56 440	56 440	–	56 440	56 440	–		56 440
Integrated Urban Development Grant		–	–	–	–	–	–	–		–
Provincial Government:		**10 895**	**24 666**	**17 320**	**2 288**	**13 881**	**17 320**	(3 439)	-19,9%	**17 320**
EMERGENCY MUNICIPAL LOAD SHEDDING RELIEF GRANT		6 175	–	–	–	–	–	–		–
INTEGRATED TRANSPORT PLANNING		–	–	–	–	–	–	–		–
HUMAN SETTLEMENTS DEVELOPMENT GRANT		–	5 033	1 970	2 288	3 784	1 970	1 815	92,1%	1 970
DEVELOPMENT OF SPORT AND RECREATIONAL FACILITIES		220	–	–	–	–	–	–		–
Informal Settlements Upgrading Partnership Grant: Provinces (Beneficiaries)		4 500	18 633	14 350	–	9 096	14 350	(5 254)	-36,6%	14 350
RSEP/ VPUU		–	1 000	1 000		1 000	1 000	–		1 000
District Municipality:		**–**	**–**	**–**	**–**	**–**	**–**	–		**–**
Specify (Add grant description)		–	–	–	–	–	–	–		–
Other grant providers:		**–**	**–**	**–**	**–**	**–**	**–**	–		**–**
Departmental Agencies and Accounts		–	–	–	–	–	–	–		–
Foreign Government and International Organisations		–	–	–	–	–	–	–		–
Households		–	–	–	–	–	–	–		–
Non-Profit Institutions		–	–	–	–	–	–	–		–
Private Enterprises		–	–	–	–	–	–	–		–
Public Corporations		–	–	–	–	–	–	–		–
Higher Educational Institutions		–	–	–	–	–	–	–		–
Parent Municipality / Entity		–	–	–	–	–	–	–		–
Transfer from Operational Revenue		–	–	–	–	–	–	–		–
Total Capital Transfers and Grants	5	**101 704**	**103 856**	**123 891**	**2 288**	**120 452**	**123 891**	**(3 439)**	**-2,8%**	**123 891**
TOTAL RECEIPTS OF TRANSFERS & GRANTS	5	314 179	344 966	348 734	2 299	344 383	345 299	(3 886)	-1,1%	144 458

Supporting Table SC7 (1) Monthly Budget Statement – transfers and grant expenditure

WC024 Stellenbosch - Supporting Table SC7(1) Monthly Budget Statement - transfers and grant expenditure - Q4 Fourth Quarter

Description	Ref	2022/23	Budget Year 2023/24							
R thousands		Audited Outcome	Original Budget	Adjusted Budget	Monthly Actual	YearTD Actual	YearTD Budget	YTD Variance	YTD Variance %	Full Year Forecast
EXPENDITURE										
Operating expenditure of Transfers and Grants										
National Government:		**188 219**	**210 148**	**209 881**	**12 666**	**140 390**	**(9 219)**	**149 610**	**-1622,8%**	**(9 219)**
Operational Revenue:General Revenue:Equitable Share		179 634	200 841	200 841	9 944	132 372	–	132 372		–
Expanded Public Works Programme Integrated Grant for Municipalities [Schedule 5B]		3 748	4 786	4 519	1 229	4 519	(4 699)	9 218	-196,2%	(4 699)
Local Government Financial Management Grant [Schedule 5B]		1 550	1 550	1 550	73	529	(1 550)	2 079	-134,1%	(1 550)
Integrated Urban Development Grant		3 287	2 971	2 971	1 420	2 971	(2 971)	5 941	-200,0%	(2 971)
Provincial Government:		**20 424**	**30 763**	**14 542**	**4 343**	**11 007**	**(14 403)**	**25 409**	**-176,4%**	**(14 403)**
Library Services: Conditional Grant		10 628	11 252	11 252	3 970	9 507	(11 252)	20 759	-184,5%	(11 252)
Municipal Accreditation and Capacity Building Grant		256	245	245	31	245	(245)	490	-200,0%	(245)
LIBRARY SERVICES: REPLACEMENT FUNDING FOR MOST VULNERABLE B3 M		6 954	–	180	128	152	(1 503)	1 655	-110,1%	(1 503)
Title Deeds Restoration Grant		–	1 503	1 503	–	519	–	519		–
Maintenance and Construction of Transport Infrastructure		495	345	345	–	345	(345)	690	-200,0%	(345)
FINANCIAL MANAGEMENT CAPABILITY BUILDING GRANT		319	–	200	200	200	(241)	441	-183,1%	(241)
Community Development Workers Operational Support Grant		38	38	38	14	38	(38)	76	-200,0%	(38)
Western Cape Municipal Energy Resilience Grant (WC MER Grant)		1 184	–	244	–	–	(244)	244	-100,0%	(244)
HUMAN SETTLEMENTS DEVELOPMENT GRANT		–	17 380	535	–	–	(535)	535	-100,0%	(535)
District Municipality:		**599**	**–**	**700**	**–**	**120**	**(700)**	820	-117,1%	**(700)**
Cape winelands ommunity Grant		–	–	500	–	–	(500)	500	-100,0%	(500)
Cape winelands ommunity safety		484	–	–	–	–	–	–		–
Cape winelands ommunity safety		115	–	200	–	120	(200)	320	-159,9%	(200)
Other grant providers:		**103**	**–**	**–**	**4**	**97**	**–**	97		**–**
Departmental Agencies and Accounts		–	–	–	–	–	–	–		–
Foreign Government and International Organisations		–	–	–	–	–	–	–		–
Households		–	–	–	–	–	–	–		–
Non-profit Institutions		–	–	–	–	–	–	–		–
Private Enterprises		103	–	–	4	97	–	97		–
Public Corporations		–	–	–	–	–	–	–		–
Higher Educational Institutions		–	–	–	–	–	–	–		–
Parent Municipality / Entity		–	–	–	–	–	–	–		–
Total operating expenditure of Transfers and Grants:		**209 346**	**240 911**	**225 123**	**17 013**	**151 614**	**(24 322)**	**175 936**	**-723,4%**	**(24 322)**
Capital expenditure of Transfers and Grants										
National Government:		**91 162**	**79 190**	**106 572**	**17 573**	**75 149**	**(76 440)**	**151 588**	**-198,3%**	**(76 440)**
Integrated National Electrification Programme (Municipal Grant) [Schedule 5B]		28 702	22 750	20 000	4 232	18 427	(20 000)	38 427	-192,1%	(20 000)
Municipal Infrastructure Grant [Schedule 5B]		–	–	30 132	3 141	5 869	–	5 869		–
Integrated Urban Development Grant		62 460	56 440	56 440	10 200	50 852	(56 440)	107 292	-190,1%	(56 440)
Provincial Government:		**7 650**	**24 666**	**17 320**	**1 551**	**9 800**	**(59 389)**	69 189	-116,5%	**(59 389)**
Library Services: Conditional Grant		69	–	–	–	–	(4 339)	4 339	-100,0%	(4 339)
LIBRARY SERVICES: CONDITIONAL GRANT		–	–	–	–	–	–	–		–
HUMAN SETTLEMENTS DEVELOPMENT GRANT		1 576	5 033	1 970	391	1 967	(2 159)	4 126	-191,1%	(2 159)
Development of Sport and Recreational Facilities		220	–	–	–	–	–	–		–
Informal Settlements Upgrading Partnership Grant: Provinces (Beneficiaries)		4 786	18 633	14 350	1 003	7 192	(15 583)	22 775	-146,2%	(15 583)
RSEP/ VPUU		1 000	1 000	1 000	157	641	(1 000)	1 641	-164,1%	(1 000)
District Municipality:		**–**	**–**	**–**	**–**	**–**	**–**	–		**–**
Specify (Add grant description)		–	–	–	–	–	–	–		–
Other grant providers:		**–**	**–**	**–**	**–**	**–**	**–**	–		**–**
Departmental Agencies and Accounts		–	–	–	–	–	–	–		–
Foreign Government and International Organisations		–	–	–	–	–	–	–		–
Households		–	–	–	–	–	–	–		–
Non-Profit Institutions		–	–	–	–	–	–	–		–
Private Enterprises		–	–	–	–	–	–	–		–
Public Corporations		–	–	–	–	–	–	–		–
Higher Educational Institutions		–	–	–	–	–	–	–		–
Parent Municipality / Entity		–	–	–	–	–	–	–		–
Transfer from Operational Revenue		–	–	–	–	–	–	–		–
Total capital expenditure of Transfers and Grants		**98 812**	**103 856**	**123 891**	**19 124**	**84 949**	**(135 828)**	**220 777**	**-162,5%**	**(135 828)**
TOTAL EXPENDITURE OF TRANSFERS AND GRANTS		**308 158**	**344 766**	**349 014**	**36 137**	**236 562**	**(160 150)**	**396 713**	**-247,7%**	**(160 150)**

Supporting Table SC7 (2) Monthly Budget Statement – expenditure against approved roll-overs

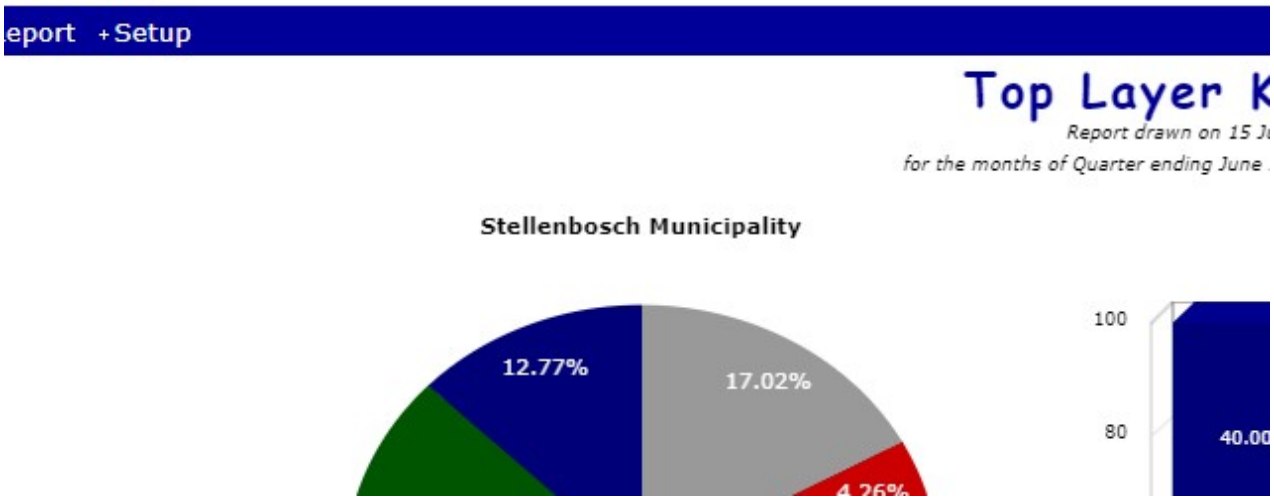
WC024 Stellenbosch - Supporting Table SC7(2) Monthly Budget Statement - Expenditure against approved rollovers - Q4 Fourth Quarter

Description	Ref	Budget Year 2023/24				
R thousands		Approved Rollover 2022/23	Monthly Actual	YearTD Actual	YTD Variance	YTD Variance %
EXPENDITURE						
Operating expenditure of Approved Roll-overs						
National Government:		–	–	–	–	
Operational Revenue:General Revenue:Equitable Share			–	–	–	
Provincial Government:		**41**	**41**	**41**	**–**	
Financial Management Capability Grant		41	41	41	–	
District Municipality:		**500**	**–**	**–**	(500)	-100,0%
Cape Winelands District Grant		500	–	–	(500)	-100,0%
Other grant providers:		**–**	**–**	**–**	–	
Departmental Agencies and Accounts			–	–	–	
Total operating expenditure of Approved Roll-overs		**541**	**41**	**41**	**(500)**	**-92,5%**
Capital expenditure of Approved Roll-overs						
National Government:		–	–	–	–	
Integrated National Electrification Programme (Municipal Grant) [Schedule 5B]			–	–	–	
Provincial Government:		**11 937**	**190**	**6 109**	(5 828)	-48,8%
EMERGENCY MUNICIPAL LOAD SHEDDING RELIEF GRANT		6 175	–	5 901	(274)	-4,4%
Informal Settlements Upgrading Partnership Grant: Provinces (Beneficiaries)		1 233	–	–	(1 233)	-100,0%
Library Services: Conditional Grant		4 339	–	18	(4 321)	-99,6%
HUMAN SETTLEMENTS DEVELOPMENT GRANT		190	190	190	(0)	
District Municipality:		**–**	**–**	**–**	–	
Specify (Add grant description)			–	–	–	
Other grant providers:		**–**	**–**	**–**	–	
Departmental Agencies and Accounts			–	–	–	
Foreign Government and International Organisations			–	–	–	
Households			–	–	–	
Non-Profit Institutions			–	–	–	
Private Enterprises			–	–	–	
Public Corporations			–	–	–	
Higher Educational Institutions			–	–	–	
Parent Municipality / Entity			–	–	–	
Transfer from Operational Revenue			–	–	–	
Total capital expenditure of Approved Roll-overs		**11 937**	**190**	**6 109**	**(5 828)**	**-48,8%**
TOTAL EXPENDITURE OF APPROVED ROLL-OVERS		**12 478**	**230**	**6 150**	**(6 328)**	**-50,7%**

12. QUARTERLY PERFORMANCE ASSESSMENT REPORT 2023/24, Q4 (01 April – 30 June 2024)

12.1 OVERALL PERFORMANCE OF THE MUNICIPALITY

(a) Dashboard summary per Municipal Strategic Focus Area (SFA) for the 4th Quarter **(01 April – 30 June 2024)** of the 2023/24 financial year.



Stellenbosch Municipality		Municipal Strategic Focus Areas (SFAs)				
		SFA 1 - Valley of Possibility	SFA 2 - Green and Sustainable Valley	SFA 3 - Safe Valley	SFA 4 - Dignified Living	SFA 5 - Good Governance and Compliance
KPI Not Yet Measured	8 (17.02%)	-	-	2 (66.67%)	-	6 (31.58%)
KPI Not Met	2 (4.26%)	-	-	-	1 (8.33%)	1 (5.26%)
KPI Almost Met	3 (6.38%)	-	1 (12.50%)	-	-	2 (10.53%)
KPI Met	19 (40.43%)	2 (40%)	5 (62.50%)	1 (33.33%)	5 (41.67%)	6 (31.58%)
KPI Well Met	9 (19.15%)	1 (20%)	2 (25%)	-	5 (41.67%)	1 (5.26%)
KPI Extremely Well Met	6 (12.77%)	2 (40%)	-	-	1 (8.33%)	3 (15.79%)
Total:	47	5	8	3	12	19
	100%	10.64%	17.02%	6.38%	25.53%	40.43%

Table: 1 Overall performance for Quarter 4 (01 April – 30 June 2024) per SFA-

13. ACTUAL PERFORMANCE AND CORRECTIVE MEASURES TO BE IMPLEMENTED

13.1 SFA 1 - Valley of Possibility

SFA 1 - Valley of Possibility										
Ref	IDP Ref	KPI Name	Description of Unit of Measurement	Original Annual Target	Revised Annual Target	01 April – 30 June 2024				
						Target	Actual	R	Performance Comment	Corrective Measures
TL53	KPI003	The number of jobs created through the municipality's local economic development initiatives including capital projects (NKPI Proxy - MSA, Reg. S10(d))	Number of job opportunities created through the municipality's local economic development initiatives including capital projects by 30 June	1 100	1 100	1 100	1 695	B		
TL54	KPI004	Submission of Land-use applications to the Municipal Planning Tribunal (MPT) within 120 days from the conclusion of the administrative processing of the application	Percentage of Land-use applications submitted to the MPT within 120 days from the conclusion of the administrative processing of the application	75%	75%	75%	100%	G2	2 / 2 x 100 = 100%	
TL55	KPI005	Provide training opportunities to entrepreneurs and Small, Medium and Micro Enterprises (SMMEs)	Number of quarterly training opportunities provided to entrepreneurs and SMMEs	4	4	1	23	B	SEDA = 1 x cooperative training session facilitated. Start-Up Tribe = 22 x training courses facilitated with a total of 200 participants.	
TL56	KPI006	Submission of the revised Spatial Development Framework (SDF) to the Council	Number of revised SDFs submitted to the Council by 30 June	1	1	1	1	G		
TL57	KPI007	Submission of the revised Housing Pipeline (document) to the MayCo	Number of revised Housing Pipelines (document) submitted to the MayCo by 31 May	1	1	1	1	G		

Summary of Results: SFA 1 - Valley of Possibility

	KPI Not Yet Measured	0
	KPI Not Met	0
	KPI Almost Met	0
	KPI Met	2
	KPI Well Met	1
	KPI Extremely Well Met	2
Total KPIs		**5**

13.2 SFA 2 - Green and Sustainable Valley

	KPI Not Yet Measured	0

SFA 2 - Green and Sustainable Valley										
Ref	IDP Ref	KPI Name	Description of Unit of Measurement	Original Annual Target	Revised Annual Target	01 April – 30 June 2024				
						Target	Actual	R	Performance Comment	Corrective Measures
TL60	KPI020	Conduct an external audit of the Stellenbosch Municipal Waste Disposal Facilities	Number of external audits of the Stellenbosch Municipal Waste Disposal Facilities conducted by 30 June	1	1	1	1	G		
TL61	KPI021	Implementation of identified waste minimisation projects	Number of identified waste minimisation projects implemented by 30 June	2	2	1	1	G		
TL62	KPI014	Process building plan applications of <500sqm within 30 days after the date of receipt	Percentage of building plan applications of <500sqm processed within 30 days after the date of receipt	60%	60%	60%	83.91%	G2	485 / 578 x 100 = 83.91%	
TL63	KP022	Wastewater quality measured ito the Department of Water and Sanitation's License Conditions for physical and micro parameters	Percentage of wastewater quality compliance as per the analysis certificate, measured quarterly	70%	70%	70%	72%	G2		
TL65	KPI016	Reduce organic waste	Percentage of organic waste reduced by 30 June	20%	20%	20%	19.88%	O	9 703t / 48 814t x 100 = 19.88%	The municipality has appointed new staff who will assist with processing incoming green waste.
TL94	KPI011	Construction of a new landfill cell at the Stellenbosch Landfill Facility	Number of new landfill cells constructed at the Stellenbosch Landfill Facility by 30 June	1	1	1	1	G		
TL95	KPI019	Submission of a Service Level Charter to the Municipal Manager	Number of Service Level Charters submitted to the Municipal Manager by 30 June	1	1	1	1	G	The updated service charter for the Directorate: Infrastructure Services was approved by MM on 28 June 2024.	
TL96	KPI010	Installation of the SCADA Master Station	Number of the SCADA Master Stations installed by 30 June	1	1	1	1	G		

	KPI Not Met	0
	KPI Almost Met	1
	KPI Met	5
	KPI Well Met	2
	KPI Extremely Well Met	0
Total KPIs		**8**

Summary of Results: SFA 2 - Green and Sustainable Valley

13.3 SFA 3 - Safe Valley

SFA 3 - Safe Valley										
Ref	IDP Ref	KPI Name	Description of Unit of Measurement	Original Annual Target	Revised Annual Target	01 April – 30 June 2024				
						Target	Actual	R	Performance Comment	Corrective Measures
TL66	KPI024	Submission of the revised Disaster Management Plan to the Municipal Manager	Number of revised Disaster Management Plans submitted to the Municipal Manager by 31 March	1	1	0	0	N/A		
TL67	KPI025	Submission of the revised Safety and Security Strategy to the Municipal Manager	Number of revised Safety and Security Strategies submitted to the Municipal Manager by 30 April	1	1	1	1	G		
TL68	KPI026	Submission of the revised Traffic Management Plan to the Municipal Manager	Number of revised Traffic Management Plans submitted to the Municipal Manager by 31 March	1	1	0	0	N/A		

Summary of Results: SFA 3 - Safe Valley

	KPI Not Yet Measured	2
	KPI Not Met	0
	KPI Almost Met	0
	KPI Met	1
	KPI Well Met	0
	KPI Extremely Well Met	0
Total KPIs		**3**

13.4 SFA 4 - Dignified Living

SFA 4 - Dignified Living											
Ref	IDP Ref	KPI Name	Description of Unit of Measurement	Original Annual Target	Revised Annual Target	01 April – 30 June 2024					
						Target	Actual	R	Performance Comment	Corrective Measures	
TL70	KPI028	Provision of waterborne toilet facilities in informal settlements as identified by the Department: Integrated Human Settlements	Number of waterborne toilet facilities provided in Informal settlements as identified by the Department: Integrated Human Settlements by 30 June	20	20	20	20	G			
TL71	KPI032	Registered indigent formal households with access to free basic water (NKPI Proxy - MSA, Reg. S10(a), (b)	Percentage of registered indigent formal households with access to free basic water, measured quarterly	100%	100%	100%	100%	G	5 584 / 5 584 x 100 = 100%		
TL72	KPI029	Limit unaccounted electricity to less than 9% annually {(Number of Electricity Units Purchased and / or Generated - Number of Electricity Units Sold (incl. Free basic electricity)) / Number of Electricity Units Purchased and/or Generated) x 100}	Percentage of average electricity losses, measured by 30 June	<9%	<9%	<9%	6.20%	B	(359 455 985 kWh - 337 153 902 kWh) / 359 455 985kWh x 100 = 6.20% Period?	The final electricity losses calculation for the period 01 July 2023 – 30 June 2024 will be finalised for the Annual Performance Report 2023/24 to be submitted to the Auditor General of South Africa (AGSA) by 31 August 2024.	
TL73	KPI030	Water quality measured quarterly ito the SANS 241 physical and micro parameters	Percentage of water quality level as per the analysis certificate, measured quarterly	90%	90%	90%	93.20%	G2			
TL74	KPI031	Limit unaccounted water to less than 25%	Percentage of average unaccounted water, measured by 30 June	<25%	<25%	<25%	34.50%	R	(12 455 642kl - 8 157 702kl) / 12 455 642kl x 100 = 34.50% *This result is reported as at 31 March 2024.*	The final unaccounted water losses calculation for the period 01 July 2023 – 30 June 2024 will be finalised for the Annual Performance Report 2023/24 to be submitted to the Auditor General of South Africa (AGSA) by 31 August 2024.	
TL75	KPI033	Registered indigent formal households with access to free basic electricity provided by the municipality (NKPI Proxy - MSA, Reg. S10(a), (b)	Percentage of registered indigent formal households with access to free basic electricity provided by the municipality, measured quarterly	100%	100%	100%	100%	G	5 584 / 5 584 x 100 = 100%		

SFA 4 - Dignified Living										
Ref	IDP Ref	KPI Name	Description of Unit of Measurement	Original Annual Target	Revised Annual Target	01 April – 30 June 2024				
						Target	Actual	R	Performance Comment	Corrective Measures
TL76	KPI034	Registered indigent formal households with access to free basic refuse removal (NKPI Proxy - MSA, Reg. S10(a), (b)	Percentage of registered indigent formal households with access to free basic refuse removal, measured quarterly	100%	100%	100%	100%	G	5 584 / 5 584 x 100 = 100%	
TL77	KPI035	Registered indigent formal households with access to free basic sanitation (NKPI Proxy - MSA, Reg. S10(a), (b)	Percentage of registered indigent formal households with access to free basic sanitation, measured quarterly	100%	100%	100%	100%	G	5 584 / 5 584 x 100 = 100%	
TL78	KPI036	Formal households with access to water (NKPI Proxy - MSA, Reg. S10(a))	Number of formal households with access to water, measured quarterly	27 000	27 000	27 000	27 310	G2		
TL79	KPI037	Formal households with access to electricity (NKPI Proxy - MSA, Reg. S10(a))	Number of formal households with access to electricity, measured quarterly	27 000	27 000	27 000	27 310	G2		
TL80	KPI038	Formal households with access to refuse removal (NKPI Proxy - MSA, Reg. S10(a))	Number of formal households with access to refuse removal, measured quarterly	27 000	27 000	27 000	27 310	G2		
TL81	KPI039	Formal households with access to sanitation (NKPI Proxy - MSA, Reg. S10(a))	Number of formal households with access to sanitation, measured quarterly	27 000	27 000	27 000	27 310	G2		

Summary of Results: SFA 4 - Dignified Living

	KPI Not Yet Measured	0
	KPI Not Met	1
	KPI Almost Met	0
	KPI Met	5
	KPI Well Met	5
	KPI Extremely Well Met	1
Total KPIs		**12**

13.5 SFA 5 - Good Governance and Compliance

SFA 5 - Good Governance and Compliance										
Ref	IDP Ref	KPI Name	Description of Unit of Measurement	Original Annual Target	Revised Annual Target	01 April – 30 June 2024				
						Target	Actual	R	Performance Comment	Corrective Measures
TL47	KPI059	Submission of the revised Communication Policy to the MayCo	Number of revised Communication Policies submitted to the MayCo by 31 May	1	1	1	1	G		
TL48	KPI044	Employment equity appointments made within the financial year in the three highest levels of management	Percentage of employment equity appointments made within the financial year in the three highest levels of management, measured by 30 June	50%	50%	50%	66.66%	G2	4 / 6 x 100 = 66.66%	
TL49	KPI049	Submission of the Auditor General of South Africa (AGSA) Audit Action Plan (AAP) to the APAC	Number of AGSA Audit Action Plans submitted to the APAC by 31 March	1	1	0	0	N/A		
TL50	KPI053	Submission of the draft Integrated Development Plan (IDP) to the Council	Number of draft IDPs submitted to the Council by 31 March	1	1	0	0	N/A		
TL51	KPI062	Submission of the draft revised Integrated Zoning Scheme to the MayCo	Number of draft revised Integrated Zoning Schemes submitted to the MayCo by 30 June	1	1	1	1	G		
TL58	KPI055	Submission of the revised Wastewater Master Plan to the Municipal Manager	Number of revised Wastewater Master Plans submitted to the Municipal Manager by 30 June	1	1	1	1	G		
TL59	KPI060	Submission of the revised Comprehensive Integrated Transport Plan (CITP) 2023 - 2028 to the MayCo	Number of revised CITPs 2023 - 2028 submitted to the MayCo by 30 June	1	1	0	0	N/A		
TL82	KPI042	Financial viability measured in terms of the available cash to cover fixed operating expenditure (NKPI Proxy - MSA, Reg. S10(g)(iii))	Cost coverage as at 30 June annually [(Cash and Cash Equivalents - Unspent Conditional Grants - Overdraft) + Short Term Investment) / Monthly Fixed Operational Expenditure excluding (Depreciation)	2	2	2	4.51	B	(R667 622 040.12 - R62 832 047.52) / (R1 610 154 744.09 / 12) = 4.51	The municipality is preparing the Annual Financial Statements 2023/24 in terms of Section 126(1)(a) of the Local Government: Municipal Finance Management Act, 2003 (Act No. 56 of 2003) (MFMA). The

SFA 5 - Good Governance and Compliance										
Ref	IDP Ref	KPI Name	Description of Unit of Measurement	Original Annual Target	Revised Annual Target	01 April – 30 June 2024				
						Target	Actual	R	Performance Comment	Corrective Measures
										final actual performance result, as at 30 June 2024, will be reported in the Annual Performance Report 2023/24, which is to be submitted to the Auditor General of South Africa (AGSA) by 31 August 2024.
TL83	KPI043	Achieve an average payment percentage of 96% by 30 June (Gross Debtors Opening Balance + Billed Revenue - Gross Debtors Closing Balance - Bad Debts Written Off) / Billed Revenue x 100	(Gross Debtors Opening Balance + Billed Revenue - Gross Debtors Closing Balance - Bad Debts Written Off) / Billed Revenue x 100	96%	96%	96%	94.53%	O	((R416 752 462 + R1 778 020 014 - R513 579 475 - R388 452) / R1 778 020 014)) x 100 = 94.53% The municipality must consider writing off bad debt, as this is negatively impacting the payment percentage.	The municipality is preparing the Annual Financial Statements 2023/24 in terms of Section 126(1)(a) of the Local Government: Municipal Finance Management Act, 2003 (Act No. 56 of 2003) (MFMA). The final actual performance result, as at 30 June 2024, will be reported in the Annual Performance Report 2023/24, which is to be submitted to the Auditor General of South Africa (AGSA) by 31 August 2024.
TL84	KPI040	Actual expenditure of the approved Capital Budget for the municipality by 30 June (NKPI - MSA, Reg. S10(c))	Percentage of the approved Capital Budget for the municipality actually spent by 30 June	90%	90%	90%	73.03%	O	(R359 131 558.87 / R491 726 021) x 100 = 73.03% The municipality is still busy with accrual process for work done in June 2024. The completion of this process will provide the actual expenditure incurred.	The municipality is preparing the Annual Financial Statements 2023/24 in terms of Section 126(1)(a) of the Local Government: Municipal Finance Management Act, 2003 (Act No. 56 of 2003) (MFMA). The final actual performance result, as at 30 June 2024, will be reported in the Annual Performance Report 2023/24, which is to be submitted to the Auditor General of South Africa (AGSA) by 31 August 2024.

SFA 5 - Good Governance and Compliance											
Ref	IDP Ref	KPI Name	Description of Unit of Measurement	Original Annual Target	Revised Annual Target	01 April – 30 June 2024					
						Target	Actual	R	Performance Comment	Corrective Measures	
TL85	KPI045	The percentage of the payroll budget spent on implementing the Municipal Workplace Skills Plan (NKPI Proxy- MSA, Reg. S10(f))	Percentage of the municipality's payroll budget actually spent on implementing its Workplace Skills Plan ((Total Actual Training Expenditure / Total Annual payroll Budget) x 100), measured by 30 June	0.20%	0.20%	0.20%	0.95%	B	(R6 143 421 / R645 932 311) x 100 = 0.95%	The municipality is preparing the Annual Financial Statements 2023/24 in terms of Section 126(1)(a) of the Local Government: Municipal Finance Management Act, 2003 (Act No. 56 of 2003) (MFMA). The final actual performance result, as at 30 June 2024, will be reported in the Annual Performance Report 2023/24, which is to be submitted to the Auditor General of South Africa (AGSA) by 31 August 2024.	
TL86	KPI046	Financial viability measured in terms of the municipality's ability to meet its service debt obligations (NKPI Proxy - MSA, Reg. S10(g)(i))	Debt coverage ratio ((Total operating revenue - operating grants received) / (Debt service payments due within the year)) measured by 30 June	15%	15%	15%	38.06%	B	((R2 320 260 757 – R225 163 265)/ R55 046 811 = 38.06% = 38.06% The 38% is below the National Treasury norm of 45% in terms of MFMA Circular 71.	The municipality is preparing the Annual Financial Statements 2023/24 in terms of Section 126(1)(a) of the Local Government: Municipal Finance Management Act, 2003 (Act No. 56 of 2003) (MFMA). The final actual performance result, as at 30 June 2024, will be reported in the Annual Performance Report 2023/24, which is to be submitted to the Auditor General of South Africa (AGSA) by 31 August 2024.	
TL87	KPI047	Financial viability measured in terms of the outstanding service debtors (NKPI Proxy - MSA, Reg. S10(g)(ii))	Service debtors to revenue ratio - (Total outstanding service debtors / revenue received for services) measured by 30 June	27%	27%	27%	30.55%	R	R513 579 475 / R1 681 046 362 x 100 = 30.55%	The municipality is preparing the Annual Financial Statements 2023/24 in terms of Section 126(1)(a) of the Local Government: Municipal Finance Management Act, 2003 (Act No. 56 of 2003) (MFMA). The final actual performance	

SFA 5 - Good Governance and Compliance										
Ref	IDP Ref	KPI Name	Description of Unit of Measurement	Original Annual Target	Revised Annual Target	01 April – 30 June 2024				
						Target	Actual	R	Performance Comment	Corrective Measures
										result, as at 30 June 2024, will be reported in the Annual Performance Report 2023/24, which is to be submitted to the Auditor General of South Africa (AGSA) by 31 August 2024.
TL88	KPI054	Submission of the IDP / Budget / SDF time schedule (process plan) to the Council	Number of IDP / Budget / SDF time schedules (process plan) submitted to the Council by 31 August	1	1	0	0	N/A		
TL89	KPI051	Submission of the revised Information and Communication Technology (ICT) Backup Disaster Recovery Plan to the ICT Steering Committee	Number of revised ICT Backup Disaster Recovery Plans submitted to the ICT Steering Committee by 31 March	1	1	0	0	N/A		
TL90	KPI052	Submission of the revised Strategic ICT Plan to the ICT Steering Committee	Number of revised Strategic ICT Plans submitted to the ICT Steering Committee by 31 March	1	1	0	0	N/A		
TL91	KPI048	Submission of the revised Risk-Based Audit Plan (RBAP) to the Audit and Performance Audit Committee (APAC)	Number of revised RBAPs submitted to the APAC by 30 June	1	1	1	1	G		
TL92	KPI050	Submission of the revised Strategic Risk Register (SRR) to the Risk Management Committee	Number of revised SRRs submitted to the Risk Management Committee by 30 June	1	1	1	1	G		
TL93	KPI056	Submission of the revised Electrical Master Plan to the Council	Number of revised Electrical Master Plans submitted to the Council by 30 June	1	1	1	1	G		

Summary of Results: SFA 5 - Good Governance and Compliance

	KPI Not Yet Measured	6
	KPI Not Met	1
	KPI Almost Met	2
	KPI Met	6
	KPI Well Met	1
	KPI Extremely Well Met	3
Total KPIs		**19**

14. STRATEGIC PERFORMANCE CONCLUSION

(a) Out of the 47 Key Performance Indicators (KPIs) listed on the Top layer SDBIP 2023/24, 08 were not measured during quarter 4 (01 April – 30 June 2024). 05 of the measured KPIs were not achieved, 20 were met and 09 were well met.

	KPI Not Yet Measured	8
	KPI Not Met	2
	KPI Almost Met	3
	KPI Met	19
	KPI Well Met	9
	KPI extremely well met	6
Total KPIs		**47**

Summary of Results: Strategic Focus Areas 1 - 5

7.	**CONSIDERATION OF ITEMS BY THE EXECUTIVE MAYOR: [ALD G VAN DEVENTER]**

7.1	**PROTECTION SERVICES: (PC: CLLR R PHEIFFER)**

7.1.1	**INVITATION FROM THE STRONG CITIES NETWORK TO FACILITATE THE IMPLEMENTATION OF NEIGHBOURHOOD WATCH AND COMMUNITY SAFETY PROGRAMS IN UGANDA**

Collaborator No: **770291**
IDP KPA Ref No: **Good Governance and Compliance**
Meeting Date: **24 July 2024**

1. SUBJECT: INVITATION FROM THE STRONG CITIES NETWORK TO FACILITATE THE IMPLEMENTATION OF NEIGHBOURHOOD WATCH AND COMMUNITY SAFETY PROGRAMS IN UGANDA

2. PURPOSE

To provide feedback to Council on the training provided to the Nansana Municipality, Uganda, which forms part of the global Strong Cities Network, of which Stellenbosch Municipality is also a member.

3. DELEGATED AUTHORITY

Council

4. EXECUTIVE SUMMARY

Stellenbosch Municipality was accepted as a Strong Cities Network member on 25 July 2023. Since then, two knowledge-sharing engagements took place whereby information was shared with partnering cities on various crime prevention initiatives. An engagement was held in Cape Town in December 2023 where much interest was shown in Stellenbosch's Neighbourhood Watch support programs and safety initiatives, particularly the safety monitors (eyes and ears) project.

An invitation was received from the Mayor of Nansana Municipality, Ms Regina Bakitte, via the Strong Cities Network platform. Mr Gary Boshoff, Mr Charl Kitching and Ms Joan Felix were invited to provide input, training, sharing of policies, implementation plans, support plans etc. of safety initiatives, especially those related to the establishment of Neighbourhood Watches and similar safety projects. Stellenbosch Municipality was identified as a leader in the design, development and implementation of local safety projects with Neighbourhood Watches as the main pillar of such programs and projects. The municipality was therefore invited to share its knowledge and expertise with the other partner cities of the Strong Cities Network.

Training was conducted in Uganda from 13 – 15 May 2024.

5. RECOMMENDATIONS

(a) that Council notes the feedback report;

(b) that Council supports the continued engagement between Nansana Municipality and Stellenbosch Municipality to advance community safety initiatives in both municipalities; and

(c) that Council supports the possible signing of a twinning agreement between Nansana Municipality and Stellenbosch Municipality in relation to Community Safety.

6. DISCUSSION

6.1 Background

An invitation was sent to Stellenbosch Municipality based on previous engagements with various Strong City Network partners. During the engagements Stellenbosch Municipality highlighted one of its key projects namely, supporting various Neighborhood Watches within the municipal boundary. Based on the information shared, other strong city partners/municipalities showed a keen interest in adopting similar community-centered strategies to position safety matters as priority goals in their respective communities. Nansana Municipality (Uganda) then extended a formal invitation to Stellenbosch Municipality to come to Nansana Municipality to train local councilors and officials on the implementation of neighborhood watches as a community-based crime prevention strategy.

Knowledge sharing: The following aspects formed part of the training program

- Processes and methods to identify eligible members from the communities to become Neighborhood Watch members.
- Registration processes and funding models
- Basic equipment requirements and support by the local municipalities
- Training on Neighborhood Watch principles
- Various safety programs that Neighborhood Watches can support.
- Practical implementation and support by other municipal departments
- Communication/information sharing between Neighborhood Watches and municipalities.
- Cooperation between private safety partners, Neighborhood Watches and the local police.

On arrival we met with the Mayor of Nansana Municipality who gave us a detailed brief of the challenges faced by the municipality, her expectations of the training and the specific areas she requires interventions. This laid the foundation for a very productive three-day training adventure.

First day of training

The day was very insightful hearing from the different organizations and members that were in attendance and how eager and hungry they were for the information we had to share with them. Community members and local councilors were equally focused throughout the sessions, and we could see that they were genuinely interested in acquiring the necessary knowledge and skills to adopt the Neighborhood Watch Model in their respective neighborhoods.

After the presentation was done, community members had the opportunity to discuss specific aspects of the training in groups and produce possible ways in which the project is suitable for local implementation as is, or whether adjustments will be required to adapt to local conditions. The input by the community members was exceptionally good and of a high standard and showed their commitment towards safety within their communities.

In the evening we continued with the training, this time with the Town Clerk, municipal officials and senior Councilors. The opportunity was utilized to give feedback on the day's engagements with local councilors and what challenges and opportunities we were able to identify.

Second day of training

We travelled to a different part of the municipality, a local primary school, the alma mater of the mayor. We were welcomed by school children doing a welcome dance which signified their appreciation of Stellenbosch Municipality coming all the way from South Africa to extend a hand of friendship.

The community engagements and presentation of the NHW model was well received by the ward councillors and community members. Some of the community members really stood out in the comments they made, and group work they participated in. This really elevated their will and determination to make a difference in their communities.

Based on both days' interactions, inputs received from the attendees and the challenges identified by the Town Clerk and Mayor, the team submitted recommendations for the Mayor and Nansana Municipality staff and councilors to consider.

The Mayor of Nansana expressed her desire to explore the potential of entering into a twinning agreement between Stellenbosch Municipality and Nansana Municipality. This can be further discussed and ratified at the upcoming Fifth Stronger Cities Network Global Summit scheduled for 3 – 5 December 2024 at the CTICC, Cape Town.

The Mayor of Nansana has also requested further and continuous support from Stellenbosch municipality through ongoing training interventions and roll-out of the Neighborhood Watch training to other areas of the municipality.

This initiative is good for Stellenbosch Municipality in that the municipality is recognised as a leader in localised, community-based safety initiatives. Through the Stronger Cities Network the municipality has already been linked to potential future knowledge-sharing partnerships with other municipalities and cities in Africa, Europe and the rest of the world.

6.2 Financial Implications

No financial implications for the municipality. All expenses are covered by the Stronger Cities Network.

6.3 Legal Implications

None

6.4 Staff Implications

None.

6.5 Previous / Relevant Council Resolutions

Approval granted to Director Gary Boshoff, Mr. Charl Kitching (Senior Manager) and Ms. Joan Felix (Manager) to attend and facilitate the Neighbourhood Watch training project in Nansana Municipality, Uganda.

6.6 Risk Implications

None

ANNEXURES

ANNNEXURE 1 – Feedback report from Nansana Municipality

FOR FURTHER DETAILS CONTACT:

NAME	Charl Kitching
POSITION	Senior Manager
DIRECTORATE	Protection Services
CONTACT NUMBERS	021- 808 8815
E-MAIL ADDRESS	Charl.kitching@stellenbosch.gov.za
REPORT DATE	28 June 2024

7.2	**SPORTS, YOUTH AND CULTURE: [PC: CLLR JC ANTHONY]**

NONE

ANNEXURE 1

REPORT ON NEIGHBOURHOOD WATCH MODEL TRAINING IN NANSANA MUNICIPALITY BY A DELEGATE FROM STELLENBOSCH MUNICIPALITY IN SOUTH AFRICA.

Preamble.

This report outlines the proceedings and outcomes of the Neighbourhood Watch Training held in Nansana Municipality, facilitated by various stakeholders which included Stellenbosch municipality from South Africa, office of Her Worship the Mayor, Regina Bakitte Nakkazzi, office of the Town clerk, representatives from Bugema University, and other local security experts. The training aimed to equip participants with the knowledge and skills necessary to implement the Neighbourhood Watch Model effectively in their communities. This was in the bid to improve on security and safety in communities.

Background.

The Neighborhood Watch Model is a globally recognized initiative that encourages residents to collaborate with law enforcement agencies to enhance community safety and reduce crime. This training, organized by the Nansana Municipal Council, in partnership with Stellenbosch Municipality, South Africa, sought to introduce this model to Nansana Municipality. The training was attended by local leaders, community members, and youth representatives, reflecting a diverse and committed group aiming to improve the security and welfare of their communities.

Objectives.

The primary objectives of the training were to:

- Introduce the Neighbourhood Watch Model to community leaders and members.
- Educate participants on the roles and responsibilities of Neighbourhood Watch members.
- Develop strategies to enhance community safety and reduce crime.
- Foster collaboration between community members and law enforcement agencies.
- Empower participants with skills for effective community engagement and problem-solving.

Day One

Day 1 Summary

Opening Remarks

Her Worship the Mayor Regina Bakitte Nakkazzi opened the training, expressing her gratitude to all participants for attending and supporting this initiative. She emphasized the importance of the workshop in enhancing community security and welfare.

Justine, a representative from Bugema University, extended her thanks to the Mayor for her visionary leadership. She highlighted Bugema University's 75 years of existence and their new short courses aimed at community development, specifically mentioning their campus in Kawempe.

Dr. Sekibuule from Bugema University who recently returned from South Africa to lead community projects under Bugema University, shared his enthusiasm for contributing to local development through the **LIGHT** initiative.

Expectations

- Participants articulated their expectations for the training, including:
- Improving the livelihood and welfare of women and youths.
- Enhancing security in their areas.
- Protecting the environment.
- Acquiring new skills related to security awareness.
- Reducing unemployment.
- Establishing new social networks.
- Learning about the Neighbourhood Watch Model.
- Fostering unity within the Nansana community.
- Facilitating youth rehabilitation.
- Inclusiveness of all stake holders including the destitutes.

Training Content on Neighborhood Watch Model

The training on the Neighborhood Watch (NHW) Model covered several key areas aimed at enhancing community safety and collaboration with local law enforcement. Below is a summary of the content discussed:

What is a Neighborhood Watch Model?

A Neighborhood Watch Model involves a group of residents working together and with local law enforcement to reduce crime and improve their community's quality of life. NHW members are private citizens, not peace officers, and the initiative empowers them to volunteer for safety and security efforts. A crucial aspect is the NHW's relationship with law enforcement, making it one of the oldest and most recognized crime prevention concepts.

Types of Neighborhood Watch Models

- Eyes and Ears: Members act as vigilant observers.
- Patrolling NHW: Members patrol on foot, bicycles, or vehicles.
- Plot Watch or Farm Watches: Members monitor rural or farm areas.

Background of Neighborhood Watch Model

- Managed by the provincial Department of Police Oversight and Community Safety.
- Governed by the Western Cape Community Safety Act of 2013.
- Supported by municipalities, NHWs mobilize local knowledge to improve safety.

Legislation and Accreditation

- To be accredited, an NHW must:
- Operate as a voluntary, non-profit organization.
- Have members who are local residents, tenants, or property owners.
- Aim to safeguard its members and property against crime.
- Maintain a relationship with local SAPS and CPF.
- Have a constitution endorsed by its members and operate within defined boundaries.

Advantages of Neighborhood Watch Model

- Reduces and prevents crime.
- Provides direct contact with the police.

- Increases community awareness.
- Helps neighbors get to know each other.
- Assists police with crime prevention efforts.

Basics to Start a Neighborhood Watch Model

- Call a community meeting and establish office bearers.
- Draft a constitution and set a date for the first public meeting.
- Send invitations to stakeholders and local police.
- Explain the NHW's role, coverage area, and participant expectations.
- Elect office bearers, keep meeting minutes, and open a bank account for transparency.
- Register with local police and the municipality.

Resources and Training

Accredited NHWs receive a starter kit with essentials like reflector vests, torches, first aid kits, banners, T-shirts, and a storage box. Training is provided free by POCS, spanning approximately two days and held over weekends, accommodating up to 15 participants per session.

Regulating Accounts

Being an NHW member does not confer special rights but adds the responsibility of being a law-abiding citizen. Members help prevent crime by ensuring personal safety, being observant, and reporting suspicious activities to the police.

Peace Officers vs. NHW Members

While police are peace officers with arrest powers, NHW members support law enforcement by observing and reporting without direct intervention.

Role of NHW Members

NHW members should:

- Observe familiar places with a new perspective.
- Identify opportunities for community improvements.
- Develop integrated safety plans.

- Mobilize community resources.
- Create safety awareness and offer safety tips.

Community Safety and Awareness

NHWs raise awareness among residents about criminal activities, teach fire safety, and emphasize the importance of maintaining clean and well-maintained public spaces to prevent crime.

NHW Member Responsibilities

Members should:

- Report suspicious activities and crimes to the police.
- Learn what is normal in their neighborhood.
- Take a proactive stance against crime.
- Encourage others to join NHW and attend meetings.
- Obtain detailed descriptions of suspicious persons or vehicles and report them.

NHW Member Restrictions

Members should not:

- Take the law into their hands.
- Approach suspicious persons or stop criminals.
- Pull over cars during patrols.

Extension of NHW Programs

Use NHWs at events with stipends.

- Implement Safety Monitors and Parking Management projects.
- Participate in partnerships like Stellenbosch Safety Partnership (SSP).
- Explore career opportunities, auxiliary police roles, rent-a-cop policies, and reward for information policies.

This comprehensive training equipped members with the knowledge and tools necessary to effectively contribute to their community’s safety and work collaboratively with local law enforcement.

Group work session.

Questions:

1. Identify three priority needs to form a neighbourhood model.
2. Identify three key roles of the local leader needed to support you.
3. Identify your three immediate next steps.

Group Responses:

Group five

Qn 1.

- Communication Nothing can go on if you do not have a classified way of communication like (ebizindalo).
- Security for better protection.
- Unity

Qn 2.

- Cooperation between village people.
- Supporting each other most especially the LC I.
- Chairpersons should always be exemplary.

Qn 3.

- Problem identification which is affecting that individual village.
- Training people to train others to reduce the problem.
- Financial support from donors.

Group six

Qn 1.

- Identifying the stakeholders and getting to know their concerns.
- Calling meetings
- Leadership

Qn 2.

- LCI Chairperson should be supportive socially, financially, and morally.
- The chairperson provides us with the village documents (IDs).
- Should coordinate us with the police, and government organization.

Qn 3.

- Forming a constitution.
- Registration
- Identify the areas of concern and enforce laws.

Group four.

Qn 1.

- Community participation
- Training and Education
- Collaboration with law enforcement

Qn 2.

- Coordination
- Guidance
- Planning

Qn 3.

- Calling upon people
- Forming a committee
- Registration

Group Three

Qn 1.

- Communication
- Meeting

- Registration of the NHM

Qn 2.

- Documentation
- Sensitization of Local people
- Security

Qn. 3

- Knowing each other in the neighborhood.
- Identify key areas.
- Starting/ Act using eyes, ears, and patrolling.

Group one

Qn 1.

- Communication between neighbors
- Safety and Security
- Community engagement.

Qn 2.

- Being exemplary in our community.
- Supportive and collaborative
- Advocate and visionary

Qn 3.

- Social networking and discipline.
- Organizing and calling for meetings.
- Formulating neighborhood committees.

Group two

Qn 1.

- Communication

- Insecurity
- Need for development.

Qn 2.

- Mobilization
- Identifying opportunities (lobbying for the implementation of the decisions).

Qn 3.

- Establishing rules and regulations.
- Leadership
- Making follow-ups
- Close monitoring and supervision for the implementation of the program.

Gertrude urged participants to implement their learnings, and the LC1 Chairperson emphasized the need for change in community engagement. The session concluded with a commitment to developing an action plan.

Day 2 Summary

The second day began with a prayer, the national anthem, and participant introductions. Her Worship the Mayor opened the session by informing attendees that Gombe division is predominantly rural, while Nansana and Nabweru divisions are urban. She introduced youth groups, LC1 leaders, and women leaders set to benefit from the Strong Cities climate fund, specifically targeting youths aged 14-24 in Koboko, Nebbi, Masaka, and Nansana Municipality. She provided an overview of the day's agenda and encouraged active participation. The Chairpersons of LC1 and II expressed gratitude to the Mayor and guests, committing to implementing the neighborhood watch model in their communities. Gertrude welcomed the participants, emphasizing the role of Strong Cities in empowering mayors to enhance security and infrastructure, such as schools, hospitals, and roads. She highlighted the partnership with Stellenbosch Municipality, aiming to adopt their successful practices to transform Nansana into a city of choice. Another guest speaker urged participants to tailor and apply these practices to fit their specific community needs.

Group Work Session

Participants were again divided into groups to discuss safety and security needs:

Questions:

1. What are your top three safety and security needs?
2. What role can you play in promoting safety and security in your community?
3. How does your community promote and ensure safety and security, and what role do local leaders play?

Group two

Qn 1.

- We need to have a good relationship with our neighbours.
- We need proper management of our homes.
- We need to communicate well with our members of the family and the community.

Qn 2

- Registering residents
- Creating and training crime preventers.
- Providing area IDs.
- Forming Security Committees.

Qn 3.

- The leaders should train the community to take care of themselves.
- Financing the security committees.
- They should implement by-laws.
- Making registrations.

Group 3

Qn 1.

- Communication and alert systems eg community radios.
- Introducing new citizens to the LC1 chairperson.

- Formation of security groups in the community, unity, and night patrols.

Qn 2.

- Conducting and empowering security groups with touches, rain courts etc
- Registration of all citizens in LC1 Book.
- By enforcing the village bylaws (security).
- Organizing security village meetings.

Qn 3.

- Settling conflicts
- Encouraging members to report all new neighbors to security committee members.
- Support security agencies to identify suspected lawbreakers in society
- Sensitization of local communities on security.

Group 3

Qn 1.

- Communication between each other.
- LLC1 registration for each individual in our area.
- Communication between security personnel and local leaders.

Qn 2.

- Forming security committees
- Emphasize people to put on security lights and security cameras.
- Identifying black spots.

Qn 3.

- To report to the concerned authorities.
- Promote neighborhood wacth
- To for security media groups.

Group 5

Qn 1.

- Put a community/village register (old and new)
- Mayumba kumi (neighborhood watch)
- Security committee

Qn 2.

- Security village meetings.
- Forming a security committee and alerting the committee members on any security emergency in the villages.
- By knowing my immediate neighbors.

Qn 3.

- To report to the concerned authorities.
- Promote neighborhood wacth
- To for security media groups.

Group 6

Qn 1.

- Communication
- Unity
- Awareness.

Qn 2.

- Sensitization
- Participation
- Bylaws

Qn 3.

- Keeping law and order
- Reporting suspected cases to the leaders
- Secrecy

- Security meetings
- Forming security groups and patrols
- Sensitization
- Being exemplary
- Implementation of the by-laws.

Summary of Day Two Presentations

The presentations on Day Two mirrored those of Day One, focusing on the implementation and benefits of the Neighborhood Watch (NHW) Model. Key topics included the definition and types of NHW models, the background and legislative framework, the advantages of NHWs, and the steps to start and accredit an NHW. Additionally, the training emphasized the responsibilities of NHW members, the importance of collaboration with local law enforcement, and the various programs and resources available to support NHW initiatives. The session highlighted the vital role of community involvement in crime prevention and the enhancement of local safety and security.

General Closing Remarks

Her Worship the Mayor thanked all participants and emphasized the importance of reducing domestic violence, extremism, and land disputes. The Deputy RDC also highlighted the challenges faced by youth and the need for ongoing support and motivation.

The Town Clerk expressed his enthusiasm for the training's turnout and the potential impact of the Neighbourhood Watch Model. He committed to introducing the model to the Technical Planning Committee and supporting its implementation.

The Deputy Resident District Commissioner (DRDC) expressed his gratitude to the Mayor for organizing the meeting and effectively coordinating the participants. He stressed the importance of the presence of security organs, such as the DPC, DISO, and other responsible entities, in maintaining community safety. Addressing the issues affecting the youth, he highlighted concerns such as drug abuse, various forms of addiction, early pregnancy, and peer pressure, emphasizing the need for a mindset change and the importance of choosing friends wisely. The DRDC commended members of the Kasolo group for their commitment to positive change and shared his personal experience of overcoming challenges, promising to motivate them further. He noted the

oversight in addressing the needs of individuals aged 33-34 and urged for their inclusion. Finally, he encouraged all participants to believe in themselves, reinforcing that self-belief is crucial for overcoming any obstacles.

ACTION PLAN

Immediate Steps.

Call Community Meetings: Engage the community to discuss the NHW model and gather support.

Establish Office Bearers: Form a committee to lead the NHW initiative.

Draft a Constitution: Create a governing document outlining the NHW's objectives, rules, and procedures.

Register the NHW: Complete the accreditation process with local authorities and law enforcement.

Short-Term Goals.

Training and Education: Conduct regular training sessions for NHW members on safety, emergency response, and community policing.

Resource Mobilization: Secure necessary resources, such as reflector vests, torches, and first aid kits.

Community Outreach: Raise awareness and encourage wider community participation through events and campaigns.

Long-Term Goals.

Sustainability: Ensure the NHW model is sustainable through continuous training, resource allocation, and community engagement.

Expansion: Extend the NHW model to other areas within the municipality.

Partnerships: Strengthen partnerships with local law enforcement, government bodies, and other stakeholders.

Evaluation and Monitoring

Regular Meetings: Hold monthly meetings to review progress and address any issues.

Feedback Mechanisms: Implement systems to gather feedback from the community and NHW members.

Annual Review: Conduct a comprehensive review at the end of the year to assess the impact and plan for future improvements.

Conclusion

The Neighbourhood Watch Training in Nansana Municipality will be a significant step towards enhancing community safety and cohesion. The active participation and commitment of local leaders and community members reflect a strong foundation for implementing the Neighbourhood Watch Model. Moving forward, the Nansana Municipal Council, in collaboration with stakeholders, will continue to support and monitor the progress of this initiative to ensure a safer and more united community.

Gertrude Nansukusa

Senior Human Resource Officer



7.3	**CORPORATE SERVICES: (PC: CLLR L NKAMISA)**

7.3.1	**RETURN ITEM: FUTURE PLANS FOR FARM 502AS STELLENBOSCH**

Collaborator No: **770288**
IDP KPA Ref No: **Good Governance**
Meeting Date: **22 July 2024**

1. SUBJECT: RETURN ITEM: FUTURE PLANS FOR FARM 502AS STELLENBOSCH

2. PURPOSE

To inform Council of the cancellation of the long-term agreement with Mr. HW Gebers and to obtain Council's approval for the future use of Farm 502AS, Stellenbosch. This item served before Mayco in April 2024 and was referred back for refinement. It is resubmitted after additional information was obtained from Directorates.

3. DELEGATED AUTHORITY

For decision by Municipal Council.

4. EXECUTIVE SUMMARY

Farm 502AS is owned by the Stellenbosch Municipality and is situated next to several other portions of agricultural land that is currently being rented out to different farmers. Some of these farms are under long term lease agreements and dealt with by the Property Management department whilst others are currently being rented out to small scale farmers through the Local Economic Development Department.

Farm 502AS was initially leased to Mr. HW Gebers. The lease agreement was entered into in November 2000 effective from December 1999 until 31 March 2032. The lessee however failed to make payment for rent as well as expenses on several occasions and the agreement was formally terminated on 30 April 2021. The property has been vacated by the previous tenant and is currently not being used. There has been consultation with the Local Economic Department (LED) around possible use for small scale farmers. Although it appears from the map attached that the property is landlocked it has been established that there is a road to grant access to the premises and the property can be rented out as is.

The item served before the Mayoral Committee in April 2024 and was referred back for further investigations into the possible uses of the property.

It has come to light that this portion of land has been classified as a Critical Biodiversity Area (Renosterveld/Fynbos") in terms of Cape Nature's Biodiversity Spatial Plan. The management goal of this type of area is as described as "to maintain in a natural or near-natural state, with no further loss of natural habitat. Degraded areas should be rehabilitated. Only low impact, biodiversity-sensitive land uses are appropriate. From an environmental perspective it would therefore be best that no farming activities be allowed on the property and the Community and Protection Services Department has indicated that they are currently looking after this portion of land.

If any farming activities are undertaken here, it must be something that will enhance the biodiversity. An option may be to do bee farming that will not impact negatively or have a low impact on the biodiversity and is not reliant on water for the farming. The property is 26.5 hectares in total. Normally 5 Hectares are given to small scale farmers. For bee farming

the recommended size is around 9 hectares. The area can therefore be potentially de divided into four units and can be allocated to four different small-scale farmers. The precondition however will be that they have to do a farming activity like bee farming that will not impact on and upset the protected biodiversity. Such a type of farming will be good for the eco system on this piece of land and surrounding farms as bees are a very important part of the system. Without bees we as humans will not be able to survive. There are no water rights on this property and the Local Economic Development Department has indicated that they will investigate the opportunity to supply the property with water. That is however not a guarantee.

5. RECOMMENDATIONS

(a) that Farm 502AS That Erf 6847 Stellenbosch be identified as land not needed to provide basic municipal services;

(b) that it be noted that this s biodiversity critically protected area and that only farming with a low - or no impact can be allowed; and

(c) that it can potentially be allocated to 4 small scale farmers provided that their farming activities has a low or no impact on the critical protected biodiversity.

6. DISCUSSION / CONTENT

6.1 Background

Stellenbosch Municipality is currently the owner of Farm 502AS. A locality map is attached hereto as **APPENDIX 1.** The locality map is attached to provide council with a brief overview of the current agricultural land owned by the Municipality in the area.

During 2000 a long-term lease agreement was entered into between the Stellenbosch Municipality and Mr HW Gebers for this portion of land. During the lease period the tenant failed to make payment on numerous occasions and from 30 April 2021 the lease agreement was formally terminated. Attached hereto as **APPENDIX 2** is a copy of the notice of termination. The property is currently vacant.

6.2. DISCUSSION

6.2.1 Location and context

The property is located in the Annadale Agricultural area as per Fig. 1 and Fig. 2 below, as well as the Locality map attached hereto as **APPENDIX 1**.

This portion of land has been classified as a Critical Biodiversity Area in terms of Cape Nature's Biodiversity Spatial Plan. The management goal of this type of area is as described as "to maintain in a natural or near-natural state, with no further loss of natural habitat. Degraded areas should be rehabilitated. Only low impact, biodiversity-sensitive land uses are appropriate. From an environmental perspective it would therefore be best that no farming activities be allowed on the property and the Community and Protection Services Department has indicated that they are currently looking after this portion of land. From an environmental management perspective, it would therefore be preferable if the land is not considered for any farming purposes, however should Council decide that it be used for farming that it be specified that only low impact farming such as bee farming be permitted.



Fig 1. Location



Fig 2. Farm 502AS

6.2.2 Ownership

The ownership of Farm 502AS vests with the Stellenbosch Municipality.

6.2.4 Legal Framework

The Asset Transfer Regulations will apply to long term rights on the property. There is a process in place for allocation of rights to small scale farmers that involves an open process to allow all small-scale farmers to apply. In the event that Council decides that the property will not be used for any farming activities due to environmental reasons the regulations does not come into play.

6.3 Financial Implications

The outstanding debt amount at the date of termination of the agreement was R748 094.01. The outstanding debt must be recovered from the previous lessee. The finance department is dealing with the debt collection.

6.4 Legal Implications

The legal implications have been addressed in the item. The Local Economic Development Department will have to follow due process in the allocation of the property to potential small farmers in the event that Council decides to use a portion of this farm for the allocation of small farmers.

6.5 Staff Implications

The management of the property will be taken over by the Local Economic Development department if Council decides that the property be allocated to small scale farmers. In the event that Council decides that no farming will be allowed on the property due to the grading from Cape Nature then the Environmental Department under Community and Protection Services will have to manage the portion of land as part of environmental management.

6.6 Previous / Relevant Council Resolutions

EXECUTIVE MAYORAL COMMITTEE: 2024-04-17: ITEM 7.3.7

RESOLVED

that this item be referred back to the Administration for refinement.

6.6.1 Risk Implications

The risk of not leasing out the property is the possibility of a land grab on the portion of land as it is currently vacant.

6.7 Comments from Senior Management

6.7.1 Director Planning and Economic Development

The farm is located outside the urban edge and the rural landscape is earmarked for agricultural use and the preservation of the natural environment in terms of the MSDF.

Most of the property falls within an area classified as Critical Biodiversity Area 1. The area is covered in fynbos and specifically Renosterbos which is listed as a critically endangered species.

In light of the above:

- The current lease not to be renewed nor that a new lease be awarded due to the ecological sensitivity and environmental significance of the land.

- The environmental management unit of the municipality be tasked to eradicate the area of invasive species and rehabilitate the natural renosterveld as this area was ploughed illegally by the previous lessee; and

- Should council want to lease a portion of the farm, that no form of intensive agricultural practices be allowed.

6.7.2 CFO

CFO has no objection to the recommendations.

6.7.3 DIRECTOR INFRASTRUCTURE

Infrastructure Services has no objection as no infrastructure services will be affected.

6.7.4 DIRECTOR COMMUNITY AND PROTECTION SERVICES

Support the recommendations with the proviso that in the event of allowing farming activity, it should be strictly confined to non-intensive agricultural activity.

6.7.5 MUNICIPAL MANAGER (Acting)

Support the recommendations with the proviso that in the event of allowing farming activity, it should be strictly confined to non-intensive agricultural activity**.**

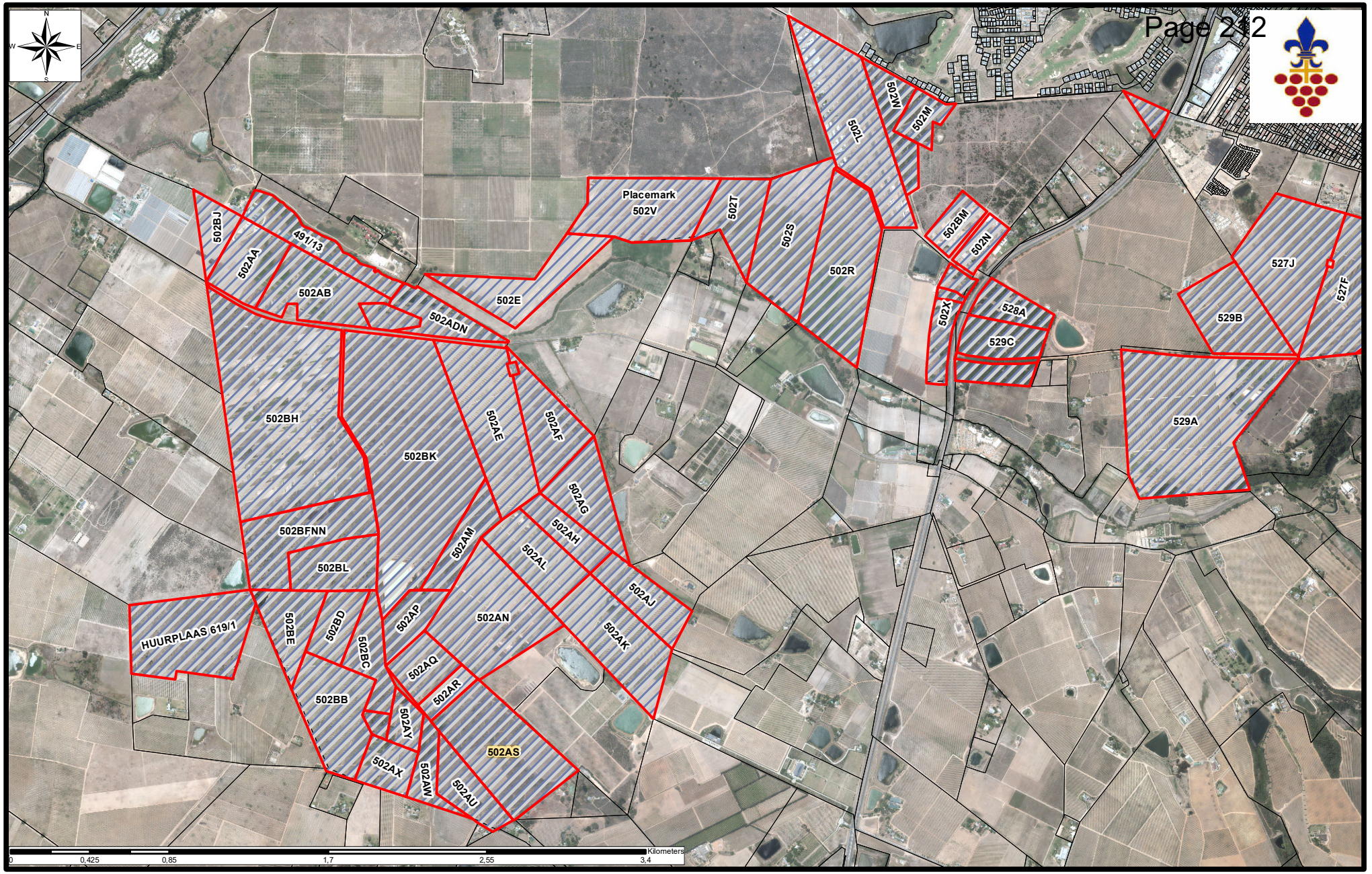
ANNEXURES: **Appendix 1: Locality Map**

Appendix 2: Termination letter

FOR FURTHER DETAILS CONTACT:

NAME	**Annalene de Beer**
POSITION	***Director***
DIRECTORATE	***Corporate Services***
CONTACT NUMBERS	***021-8088018***
E-MAIL ADDRESS	***Annalene.deBeer@stellenbosch.gov.za***
REPORT DATE	***15/05/2024***

APPENDIX 1



Legend

- Municipal_Leased
- Cadastral Information

Municipal Property Register

MUNICIPAL LEASED FARMS

DRAFT

Data Source: Office of the SG, Stellenbosch Municipality Property Dep, Community Services

APPENDIX 2

STELLENBOSCH
STELLENBOSCH • PNIEL • FRANSCHHOEK
MUNISIPALITEIT • UMASIPALA • MUNICIPALITY

2021-03-08

Ons Verw: Plaas 502AS

H.W. Gebers
Posbus 5635
Helderberg
7135

Geagte Meneer

MEMORANDUM VAN HUUROOREENKOMS: PLAAS 502AS, UITSTAANDE HUUR

My rekords toon dat u gedurende 1999 'n langtermyn Huurooreenkoms met Stellenbosch Munisipaliteit gesluit het t.o.v. Plaas 502AS, Stellenbosch. My rekords toon voorts dat u op Februarie 2021 'n bedrag van R748 094.01 verskuldig was aan Stellenbosch Munisipaliteit t.o.v uitstaande huurgeld. Let asb. daarop dat gemelde bedrag die heffing vir die 2020/2021 finansiële boekjaar insluit.

U aandag word spesifiek gevestig op die bepalings van klousule 2.4 van die Huurooreenkoms, wat bepaal dat *"die **VERHUURDER** die reg voorbehou om hierdie ooreenkoms summier te kanselleer, sonder enige vooraf skriftelike kennisgewing, indien die **HUURDER** sou versium aan enige verskuldigde huur binne sewe dae vanaf die vervaldatum te vereffen, en so 'n kansellering affekteer generwyse die reg van die **VERHUURDER** om enige bedrag wat die **HUURDER** skuld of verskuldig mag word van hom te vorder nie"*

U word hiermee **FINAAL** gemaan om die uistaande bedrag van R748 094.01 ten volle te vereffen voor of op 30 April 2021. Sou u nalaat om hieraan gehoor te gee, sal die Huurkontrak met ingang van 1 Mei 2021 as gekanselleer beskou word, in welke geval u steeds verantwoordelik sal wees om die uitstaande skuld te vereffen.

Indien u rekords toon dat u gemelde bedrag reeds vereffen het, moet u my asb. voor of op 30 April 2021 van die nodige skriftelike bewyse voorsien.
Ek verneem graag dringend van u.

Die uwe

.....
PIET SMIT
BESTUURDER: EIENDOMSBESTUUR

REGISTERED LETTER
GEREGISTREERDE BRIEF
(with an insurance option/met 'n versekeringsopsie)

Post Office

Full tracking and tracing/Volledige volg en spoor

Addressed to/Geadresseer aan
JC Botha (Edms) Bpk.
Posbus 12285
Die Boord
7613 Postcode / Postkode

The value of the contents of this letter is as indicated and compensation is not payable for a letter received unconditionally. Compensation is limited to R100.00. No compensation is payable without documentary proof. Optional insurance up to R2 000.00 is available and applies to domestic registered letters only.-

Die waarde van die inhoud van hierdie brief is soos aangedui en vergoeding sal nie betaal word vir 'n brief wat sonder voorbehoud ontvang word nie. Vergoeding is beperk tot R100.00. Geen vergoeding is sonder dokumentêre bewys betaalbaar nie. Opsionele versekering tot R2 000.00 is beskikbaar en is slegs op binnelandse geregistreerde briewe van toepassing.

Postage paid R
Service fee/Diensgeld R
Insurance/Versekering R
Total/Totaal R

Insured value of contents
Versekerde waarde van inhoud

Enquiries/Navrae
Toll-free number
Tolvry nommer
0800 111 502

Affix Track and Trace customer copy
REGISTERED LETTER (with an insurance option)
RD 928 499 594 ZA
CUSTOMER COPY 301028R

Initial of accepting officer

SOUTH AFRICAN POST OFFICE
MATIELAND
10 MAY 2019
BRANCH MANAGER

Date stamp

Paraaf van aaneem-beampte

Datumstempel

REGISTERED LETTER
GEREGISTREERDE BRIEF
(with an insurance option/met 'n versekeringsopsie)

Post Office

Full tracking and tracing/Volledige volg en spoor

Addressed to/Geadresseer aan
Rolou Boerdery Trust
P/a Mnr W Louw
Posbus 393
Stellenbosch
7599 Postcode / Postkode

The value of the contents of this letter is as indicated and compensation is not payable for a letter received unconditionally. Compensation is limited to R100.00. No compensation is payable without documentary proof. Optional insurance up to R2 000.00 is available and applies to domestic registered letters only.-

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Postage paid R
Service fee/Diensgeld R
Insurance/Versekering R
Total/Totaal R

Insured value of contents
Versekerde waarde van inhoud R

Enquiries/Navrae
Toll-free number
Tolvry nommer
0800 111 502

Affix Track and Trace customer copy
REGISTERED LETTER (with an insurance option)
RD 928 499 413 ZA
CUSTOMER COPY 301028R

Initial of accepting officer

SA POST OFFICE
STELLENBOSCH 759
02 MAR 2020
FOLIO 7

Paraaf van aaneem-beampte

Datumstempel

REGISTERED LETTER
GEREGISTREERDE BRIEF
(with an insurance option/met 'n versekeringsopsie)

Post Office

Full tracking and tracing/Volledige volg en spoor

Addressed to/Geadresseer aan
H.W Gebels
Posbus 5635
Helderberg
7135 Postcode / Postkode

The value of the contents of this letter is as indicated and compensation is not payable for a letter received unconditionally. Compensation is limited to R100.00. No compensation is payable without documentary proof. Optional insurance up to R2 000.00 is available and applies to domestic registered letters only.-

Die waarde van die inhoud van hierdie brief is soos aangedui en vergoeding sal nie betaal word vir 'n brief wat sonder voorbehoud ontvang word nie. Vergoeding is beperk tot R100.00. Geen vergoeding is sonder dokumentêre bewys betaalbaar nie. Opsionele versekering tot R2 000.00 is beskikbaar en is slegs op binnelandse geregistreerde briewe van toepassing.

Postage paid R
Service fee/Diensgeld R
Insurance/Versekering R
Total/Totaal R

Insured value of contents
Versekerde waarde van inhoud R

Enquiries/Navrae
Toll-free number
Tolvry nommer
0800 111 502

Affix Track and Trace customer copy
REGISTERED LETTER (with a domestic insurance option) ShareCall 0860 111 502 www.sapo.co.za
RC 102 746 230 ZA
CUSTOMER COPY 301028R

Initial of accepting officer

Stellenbosch
25-03-2021
Folio 8

Paraaf van aaneem-beampte

Datumstempel

REGISTERED LETTER
GEREGISTREERDE BRIEF
(with an insurance option/met 'n versekeringsopsie)

Post Office

Full tracking and tracing/Volledige volg en spoor

Addressed to/Geadresseer aan
Postcode / Postkode

The value of the contents of this letter is as indicated and compensation is not payable for a letter received unconditionally. Compensation is limited to R100.00. No compensation is payable without documentary proof. Optional insurance up to R2 000.00 is available and applies to domestic registered letters only.-

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Postage paid R
Service fee/Diensgeld R
Insurance/Versekering R
Total/Totaal R

Insured value of contents
Versekerde waarde van inhoud R

Enquiries/Navrae
Toll-free number
Tolvry nommer
0800 111 502

Affix Track and Trace customer copy
Plate Volg-en-Spoor-kliëntafskrif

Initial of accepting officer

Date stamp

Paraaf van aaneem-beampte

Datumstempel

STELLENBOSCH
STELLENBOSCH • PNIEL • FRANSCHHOEK
MUNISIPALITEIT • UMASIPALA • MUNICIPALITY

2021-08-02

Ons Verw: Plaas 502AS

H.W. Gebers
Posbus 5635
Helderberg
7135

Geagte Meneer Gebers

KENNISGEWING: KANSELLASIE VAN HUURKONTRAK T.O.V. HUURPLAAS 502AS

My skrywe van 08 Maart 2021 wat 25 Maart 2021 per geregistreerde pos aan u gestuur is, verwys.

Volgens my rekords het u nagelaat om aan hierdie finale aanmaning om uistaande huurbedrag R748 098.01 te verefffen voor of op 30 April 2021.

~~U word hiermee in kennis gestel~~ dat u huurkontrak ~~t.o.v Huurplaas 502 AS met ingang 1 Mei 2021~~ gekanselleer is.

Neem asb. Kennis dat u steeds verantwoordelik is vir die uistaande huur soos op 30 April 2021.

Die uwe

.....
PIET SMIT
BESTUURDER: EIENDOMSBESTUUR

cc: Nicolene Erasmus
Erika Kritzinger

COPY

Lorelle Adams

From: Lorelle Adams
Sent: Monday, 02 August 2021 13:37
To: Nicolene Erasmus; Erika Kritzinger (Credit Control)
Subject: Gebers Plaas AS
Attachments: SMFD-Housin21080213230.pdf

FYA

Kind regards,
Lorelle Adams
Property Management
Corporate Services

T: +27 21 808 8189 | Plein Street,
Stellenbosch, 7600
www.stellenbosch.gov.za

7.3.2	**APPLICATION FOR A LEASE AGREEMENT: PORTION OF ERF 6847 STELLENBOSCH (CLOETESVILLE POOL) FOR TELECOMMUNICATIONS BASE STATION**

Collaborator No: **770284**
IDP KPA Ref No: **Good Governance**
Meeting Date: **24 July 2024**

1. SUBJECT:APPLICATION FOR A LEASE AGREEMENT: PORTION OF ERF 6847 STELLENBOSCH (CLOETESVILLE POOL) FOR TELECOMMUNICATIONS BASE STATION

2. PURPOSE

To consider the request from Helios Towers (Pty) Ltd for the lease of a portion of Council-owned land for an existing Telecommunications Base Station (previously leased by Eagle Towers).

3. DELEGATED AUTHORITY

In terms of the approved System of Delegations the Executive Mayor, in consultation with the Executive Mayoral Committee, has the delegated authority to consider applications for Lease agreements, up to a contract value not exceeding R5M and not exceeding a period of 10 years. The municipal Manager has a delegation for the leasing of land up to three (3) years.

4. EXECUTIVE SUMMARY

A lease agreement was entered into between the Municipality and Eagle Towers on 15 June 2018 for a period of 9 years 11 months where the initial period will be 5 years with the option to renew for a further 4 years and 11 months. The lease agreement was signed in June 2018 and the first 5 years therefore terminated in June 2023. The lease agreement pertains to a portion of Erf 6847 Stellenbosch, also known as Cloetesville swimming pool. This lease agreement was ceded over to Helios Towers by Eagle Towers. Eagle Towers has requested to exercise the option of the additional 4 years and 11 months. Council did not approve the session but was informed on 18 May 2020 of the ceding. When the original agreement was entered into there were no public participation process and the Manager Property management approved the lease. The public participation process will be followed for this request. Helios Towers has brought an application for the lease of municipal land.

5. RECOMMENDATIONS

(a) that Erf 6847 Stellenbosch be identified as land not needed to provide basic municipal services;

(b) that the application of Helios Towers to lease the existing Telecommunication base station for the additional period of 4 years 11 months from be approved in principle, subject to Council advertising the intention for public input and comment after which it be returned to Council for a final decision;

(c) that the applicant continues to pay the current rent as per the ceded agreement for the current structure until a new agreement has been signed; and

(d) that a market related rental be determined by a valuator prior to the item be returned to Council.

6. DISCUSSION / CONTENT

6.1 Background

6.1.1 Erf 6847, Stellenbosch

This property is also known as the Cloetesville Pool and it has a previous lease agreement in place for the existing Telecommunications Base Station. The ownerships of this property vests in the Municipality.

6.2 DISCUSSION

6.2.1 Location and context



Fig 1: Location and context



Fig 2: The site

6.2.2 Application from Helios Towers (Pty) Ltd to lease a portion of Erf 6847, Stellenbosch

Hereto attached as **APPENDIX 1** an application received from Helios Towers to lease a portion of Erf 6847, Stellenbosch. Attached as **APPENDIX 2** the previous lease agreement with Eagle Towers. Attached as **APPENDIX 3** is the letter from Eagle Towers informing the municipality of the cession agreement between themselves and Helios Towers.

6.3 Financial implications

Based on the previous agreement, including escalation, the monthly fee payable whilst this process continues will be R 8570.00. A new market related rental must be determined by a valuator.

6.4 Legal Implications

The legal implications are discussed above. The previous lease was approved by the Manager property management and was not subjected to a public participation process. This item will be advertised for public input.

6.4.1 Municipal Asset Transfer Regulations

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

a) whether the capital asset may be required for the municipality's own use during the period for which the right is to be granted;

b) the extend to which any compensation to be received for the right, together with the estimated value of improvements or enhancements to the asset, will result in a significant financial benefit to the municipality;

c) the (possible) risks and rewards associated with the use in relation to the municipality's interests;

d) Any comments received from the local community, and

e) Compliance with the legislative regime applicable to the proposed granting of the right.

6.4.2 Property Management Policy

In terms of paragraph 9.2.2 of the Policy, the Municipal Council may dispense with the prescribed, competitive process, and may enter into a private treaty agreement through any convenient process, which may include direct negotiations, but only in specific circumstances, and only after having advertised Council's intention so to act. One of the circumstances listed in (h) is where encroachment applications are received from adjoining owners, subject to approved tariff structure.

6.5 Staff Implications

No additional staff implications.

6.6 Previous / Relevant Council Resolutions

Writer has not been able to allocate any previous Mayoral Committee or Council resolutions and the previous agreements were dealt with by the former Manager: Property Management.

6.7 Risk Implications

The risks are addressed in the item.

6.8 Comments from Senior Management

6.8.1 Director: Infrastructure Services

No comments received.

6.8.2 Director: Planning and Economic Development

No comments received.

6.8.3 Director: Community Services

Supports the recommendations.

6.8.4 CFO

Support the recommendations.

6.8.5 Municipal Manager (Acting)

Support the recommendations.

ANNEXURES: **Appendix 1: Application**
Appendix 2: Previous lease agreement
Appendix 3: Cession letter

FOR FURTHER DETAILS CONTACT:

NAME	***Annalene de Beer***
POSITION	***Director: Corporate Services***
DIRECTORATE	***Corporate Services***
CONTACT NUMBERS	***021-8088073***
E-MAIL ADDRESS	***annalene.debeer@stellenbosch.gov.za***
REPORT DATE	***16/05/2024***

APPENDIX 1

STELLENBOSCH
STELLENBOSCH • PNIEL • FRANSCHHOEK
MUNICIPALITY • UMASIPALA • MUNISIPALITEIT

LEASE AGREEMENT APPLICATION FORM

A: APPLICANT'S DETAILS

Name : Helios Towers (Pty) Ltd South Africa

Physical address: [redacted]
[redacted]
Vorna Valley
Midrand
Postal code: 2196

Mailing address: [redacted]
[redacted]
Vorna Valley
Midrand
Postal code: 2196

E-mail address: [redacted]

Telephone: [redacted]

Cell phone: [redacted]

B: PROPERTY DETAILS OF APPLICANT

Erf/farm number: Erf 6847

Suburb: Stellenbosch

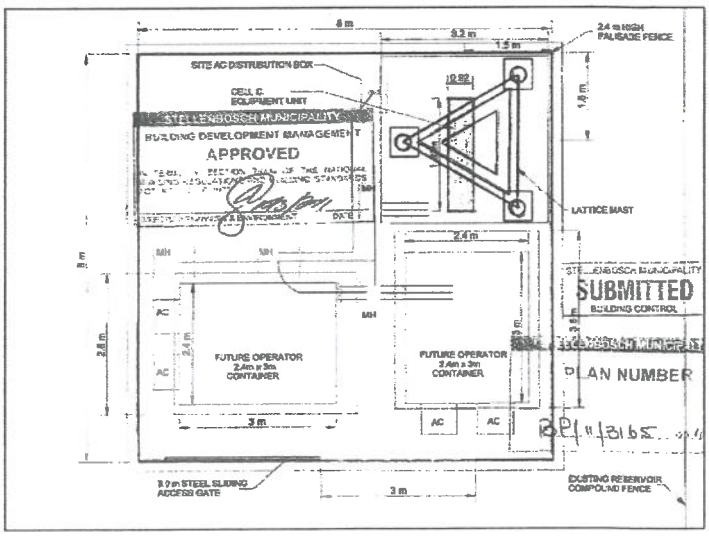
Town: Stellenbosch

C: PROPERTY DETAILS OF LEASE AREA

Erf/farm number :	Erf 6847
Suburb:	Stellenbosch
Town:	Stellenbosch
Area of encroachment:	8m x 8m = 64m²

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





D: TYPE OF APPLICATION:

Please mark the appropriate block

For commercial purposes, other than for parking	☐
For commercial parking purposes,	☐
For residential parking purposes	☐
For non-commercial purposes (such as garden purposes, gates,ect)	☐
For projecting structures onto street reserves	☐
For projecting structures onto other council-owned land	☐
Other: please provide description: Lease renewal for existing Telecommunication Base Station	x

Brief description of application:

Application to renew the lease agreement for Erf 6847 Stellenbosch, pertaining to the existing telecommunication base station referred to or known as ZAWC0091 Cloetesville Pool.

Motivation:

The initial lease agreement between Stellenbosch Municipality and Eagle Towers was ceded over to Helios Towers (Pty) Ltd. The lease is now up for renewal.

Helios Towers (Pty) Ltd would like to commence with the renewal process for this existing site, based on the terms presented in the Helios Towers (Pty) Ltd lease agreement, subject to Stellenbosch Municipality's review and approval.

E: LIST OF ATTACHEMENTS AND SUPPORTING DOCUMENTS

Please mark the appropriate box

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

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

Applicant's signature: ..... Date: 2023/02/17

Full name: Marinus Gieselbach

FOR OFFICIAL USE

- The application was considered on .....by.....
- The application was

	APPROVED		NOT APPROVED

Conditions (if any): .....

.....

.....

Applicant was informed of outcome on .....

....

SIGNATURE OF RESPONSIBLE OFFICIAL **DATE**

Name:.....

***If approved**

- ☐ Encroachment fee paid
- ☐ Lease Agreement signed
- ☐ Agreement/Permit processed on Contract Management System

....

SIGNATURE OF RESPONSIBLE OFFICIAL **DATE**

Name:.....

APPENDIX 2

EAGLE TOWERS

LEASE AGREEMENT

BETWEEN

STELLENBOSCH MUNICIPALITY

AND

K2015430588 (SOUTH AFRICA)(RF)(PTY) LTD

Trading As:

EAGLE TOWERS

Lessor's lease identification name and/or number	**STELLENBOSCH MUNICIPALITY**
Lessee's lease identification name	**CLOETESVILLE POOL**
Lessee's lease identification number	**ETSA 0098**

Initials of Lessor, Lessee and witnesses

EAGLE TOWERS

LEASE AGREEMENT

1. PARTIES

1.1. The parties to this Agreement are **STELLENBOSCH MUNICIPALITY** (hereinafter referred to as the "Lessor", further information in respect of whom is recorded in Annexure 1); and

1.2. **K2015430588 (South Africa)(RF)(Pty) Ltd t/a Eagle Towers**, a private company duly registered in South Africa with **Company Registration Number 2015/430588/07** (herein after referred to as the "Lessee").

2. PREAMBLE

The Lessee wishes to hire certain premises from the Lessor and the Lessor wishes to let such premises to the Lessee, further to which the parties have agreed the terms and conditions detailed herein.

3. DEFINITIONS AND INTERPRETATION

In this Agreement and all appendices hereto, unless inconsistent with or otherwise indicated by the context

3.1. **"Agreement"** means this lease agreement together with all appendices hereto;

3.2. **"Equipment"** means any or all, as the context indicates, of the structures, equipment and components provided for in Clauses 9.1 to 9.2;

3.3. **"install"** means to install, erect, construct or affix and, **"installed"**, **"installing"** and **"installation"** shall have corresponding meanings;

3.4. **"Lease Commencement Date"** means the date upon which the lease of the Premises commences, as recorded in Annexure 1;

3.5. **"Lease Termination Date"** means the date upon which the lease of the Premises terminates, as recorded in Annexure 1;

3.6. **"Premises"** means the portion of the Property leased by the Lessee in terms of this Agreement, further information in respect of which is recorded in Annexures 1 and 2; and

3.7. **"Property"** means the property, being either a portion of land or, a building or other structure, upon or within which the Premises are situated, further information in respect of which is recorded in Annexure 1.

3.8. The headings of the clauses in this Agreement are for the purpose of convenience and reference only and shall not be used in its interpretation.

3.9. Unless inconsistent with or otherwise indicated by the context, words used in this Agreement importing any one gender include the other two genders; the singular include the plural and vice versa; and natural persons include created entities (incorporated or unincorporated) and vice versa.

Initials of Lessor, Lessee and witnesses

EAGLE TOWERS

3.10. Where in this Agreement a reference is made to the Lessee, it shall include, unless the context indicates otherwise, the Lessee's employees, agents, contractors and/or duly authorized representatives;

3.11. a reference is made to the Lessor, it shall include, unless the context indicates otherwise, the Lessor's employees, agents, contractors and/or duly authorized representatives;

3.12. any number of days is prescribed, same shall be reckoned exclusively of the first and inclusively of the last day unless the last day falls on a Saturday, Sunday or public holiday, in which case the last day shall be the succeeding day which is not a Saturday, Sunday or public holiday;

3.13. any amounts or values are referred to, same shall be exclusive of Value Added Tax; and the consent or approval of either party is required for any purpose, same shall, unless otherwise indicated by the context, refer to the prior written consent of such party, which consent shall not be unreasonably withheld.

4. LEASE OF THE PREMISES

The Lessor herewith lets the Premises to the Lessee, which Premises the Lessee hires from the Lessor.

5. TERM AND RENEWAL OF THE LEASE

5.1. The term of this Agreement shall be for the Initial Lease Period as recorded in Annexure 1, commencing on the Lease Commencement Date and terminating on the Lease Termination Date.

5.2. The Lessee shall have the option to renew this Agreement on the same terms and conditions for the Option Lease Period as recorded in Annexure 1, which option shall be exercisable by the Lessee by way of written notice to the Lessor given not later than thirty (30) days prior to the expiration of the Initial Lease Period; provided that the Lessee is not at the time of the exercise of the option in breach of any of the terms of this Agreement.

6. USE OF THE PREMISES

6.1. The Premises shall, unless otherwise approved by the Lessor, only be used for the installation and operation of electronic communications equipment, as further detailed herein.

6.2. Subject to the foregoing limitation on usage of the Premises and to the terms and conditions generally of this Agreement, the Lessee shall, on written notice to the Lessor, be entitled to allow any other communications entity to share the Premises with Eagle Towers and to install and operate their own Equipment. Such allowance by the Lessee shall not establish any rights or obligations between the Lessor and such entity and shall not release the Lessee from any of its obligations in terms of this Agreement. For the avoidance of doubt, this clause is not applicable to and notice shall not be required in instances where the Lessee's Equipment installed on the Premises is being indirectly utilized by another communications entity further to a network roaming relationship existing between the Lessee and such entity.

7. RENTAL, ELECTRICITY AND OTHER PAYMENTS

7.1. The Lessee shall pay to the Lessor the rental and other amounts as set out in Annexure 1.

7.2. The rental amounts payable to the Lessor shall escalate annually on each anniversary of the Lease Commencement Date at the rate recorded in Annexure 1. If charges in respect of the

Initials of Lessor, Lessee and Witnesses

EAGLE TOWERS

consumption of electricity at the Premises are payable to the Lessor in fixed amounts, same shall escalate annually together with the rental amounts; provided that further adjustments may be made if and when the supplier of the electricity increases its rates to the Lessor.

7.3. All rental and other amounts payable to the Lessor shall unless otherwise provided for herein or in Annexure 1, be paid on a monthly basis on or before the first (1st) day of the start of each period; provided that, for administrative reasons, the first payment in respect of such amounts shall be made not later than the sixtieth (60th) day of the Lease Commencement Date; and

7.4. be paid, free of bank exchange and without deduction or set-off, into the Lessor's or other nominated bank account by way of direct deposits or electronic funds transfers; provided that the Lessee is in receipt of a banking indemnity form, duly completed and signed by the Lessor, and stamped by its bank. The Lessor may at any time amend its banking details by written notification to the Lessee by providing it with a duly completed, signed and stamped banking indemnity form indicating the amended details.

7.5. As indicated in Annexure 1, the charges in respect of the consumption of electricity at the Premises shall be payable by the Lessee either directly to the supplier of the electricity or to the Lessor and, if payable to the Lessor, shall be paid in varying monthly amounts based on actual metered consumption, within thirty (30) days from the date of receipt of invoice by the Lessee. Invoices, which shall be based on the readings of metering equipment to be installed, shall be generated and delivered to the Lessee either by a third party contracted by the Lessee to perform such functions or by the Lessor. Where invoices are to be generated and delivered by the Lessor, such shall

7.6. specify that the invoice is for the consumption of electricity and, contain the Lessee's identification name and number of the Premises as set out on the cover page of this Agreement as well as in Annexure 1;

7.6.1. be accompanied by proof of the meter readings;

7.6.2. not be pre-dated or post-dated; and

7.6.3. be sent to the Lessee by pre-paid post and/or E-mail to the addresses recorded in Annexure 1.

7.7. If the Lessor is obliged to pay Value Added Tax ("VAT") in respect of rental and other amounts received by it in terms of this Agreement, it shall provide the Lessee with a copy of its VAT registration certificate, further to which the Lessee shall pay relevant VAT amounts to the Lessor.

7.8. In the event of the early termination of this Agreement through no fault of the Lessee, the Lessee shall be entitled to a pro rata refund of such rental and/or other amounts paid by it in advance.

8. SUITABILITY OF THE PREMISES

The Lessor does not warrant that the Premises or any utility services provided to it are fit and adequate for the purposes of the Lessee or, if fit and adequate at the Lease Commencement Date, that same shall remain so throughout the currency of this Agreement.

9. EQUIPMENT ON THE PREMISES

Permissions and consents to install and operate Equipment

Initials of Lessor, Lessee and witnesses

EAGLE TOWERS

9.1. The Lessee shall at its own cost apply for and use its best endeavours to obtain all municipal, environmental and other permissions and consents necessary for the installation and operation of its Equipment on the Premises. Should the Lessor's cooperation or approval be required in support of any such applications, the Lessor undertakes to provide such without delay.

9.2. Should any necessary permission or consent not be obtained within a reasonable period after the Lessee has applied therefore, or should any such permission or consent, having been granted, be suspended or revoked by the relevant authority, the Lessee shall be entitled to terminate this Agreement by giving the Lessor not less than thirty (30) days' written notice.

10. INSTALLATION OF EQUIPMENT

10.1. The Lessee shall be entitled, at its own cost and expense, and without seeking any specific approvals from the Lessor, to install, as applicable, any or all of the following Equipment on or at the Premises:

10.2. a communications mast or tower, the maximum height of which is indicated in Annexure 2;

10.3. communications antennas and dishes, as well as all ancillary equipment required for the operation thereof;

10.4. an equipment room, being a container, room or other defined space on the Premises, in which parts of the Equipment are to be housed or situated;

10.5. foundations, flooring, paving, cabling, piping, wiring, fittings, fixtures and related accessory structures or components as may be necessary to support the installation and/or operation of parts of the Equipment;

10.6. perimeter structures, equipment and/or warning signs, as may be necessary for security and safety purposes; and signage identifying the Lessee and/or the communications entity sharing the Premises with it.

10.7. The foregoing entitlement shall include the right to, from time to time, change or upgrade the Equipment installed on the Premises and to install additional Equipment; provided that any change, upgrade or addition does not require the Premises to be increased in size or, if applicable, in any way affect internal structural aspects of the building or other structure on which it may be located. Should any change, upgrade or addition require the Premises to be increased in size or potentially have an effect on internal structural aspects of the building or other structure, such change, upgrade or addition shall only be effected with the consent of the Lessor.

10.8. Relevant details of the initial Equipment to be installed on the Premises by the Lessee, the position of such Equipment on the Premises and the location of the Premises on the Property, if applicable, are provided for in Annexure 2.

10.9. The Lessee shall be allowed to lay such cables, pipes and wires across the Property to the Premises as it may deem necessary for the operation of its Equipment installed on the Premises, subject to the Lessor's directives as to their position and/or route.

11. OWNERSHIP AND REMOVAL OF EQUIPMENT

All the Lessee's Equipment installed on the Premises shall be and remain the property of the Lessee and shall at all times be regarded as movable property. The Lessee shall, at its cost at the termination of this Agreement, for whatever cause, remove all such Equipment and restore the

Initials of Lessor, Lessee and witnesses

EAGLE TOWERS

Premises to the good order and condition in which they were at the Lease Commencement Date, fair wear and tear excepted.

12. RELOCATION OF EQUIPMENT

Should the Lessor at any time wish to develop the Property, including alterations or renovations to the building upon or within which the Premises may be situated, and such development, alteration or renovation negatively impact the position or operation of the Lessee's Equipment installed on the Premises, it shall provide the Lessee with at least twelve (12) months' written notice in this regard. Following such notice, the parties shall meet and use their best endeavours to make suitable alternative arrangements to accommodate such Equipment during the development, alteration or renovation, including such arrangements as may be reasonable pertaining to the cost of relocating such Equipment. Failing agreement in this regard, the Lessee shall be entitled to terminate this Agreement by giving the Lessor not less than thirty (30) days' written notice. In light of the high construction costs incurred by the Lessee in installing its Equipment on the Premises, the Lessor warrants that it shall not undertake any development, alteration or renovation that may impact the Equipment as contemplated above, for a period of three (3) years from the Lease Commencement Date.

13. INTERFERENCE WITH EQUIPMENT

In order to avoid electromagnetic or other interference with the Lessee's Equipment installed on the Premises, the Lessor shall not, unless compelled thereto by law, without first advising the Lessee, allow any other communications entity to install and operate any electronic communications equipment at or on the Property.

14. ELECTRICAL AND OTHER POWER SUPPLY TO THE PREMISES

14.1. All costs in relation to the supply and consumption of electricity to or on the Premises, including the supply and installation of metering equipment, if required, shall be paid by the Lessee.

14.2. The detail pertaining to the provision of electrical power to the Premises, if applicable, shall be determined by Eskom and/or the relevant local or other authority.

14.3. As a constant supply of electrical power to the Premises is critical to the operation of the Lessee's Equipment installed on the Premises, the Lessor shall at all times use its best endeavours to ensure that all amounts due and payable by it in respect of the supply of electrical power to the Property and/or the Premises are timeously paid by it to the relevant supplier.

14.4. The Lessee shall be entitled, if required and at its cost, to upgrade the electricity supply to the Premises and shall in all events that it alters any electrical installation on the Property or the Premises provide the Lessor with an electrical compliance certificate.

14.5. Should the electrical power supply to the Premises for any reason become unavailable, the Lessee shall be entitled to deploy generators at the Premises and to operate same for the period during which the electrical power supply remains unavailable. The deployment of generators shall be subject to the Lessor's consent with respect to the positioning thereof; provided that same shall not be required in emergency situations. The Lessee shall in the deployment and operation of a generator comply with all relevant laws and by-laws, as well as safety and fire regulations, and use its best endeavours to ensure that it does not create an impediment or nuisance to other occupants of the Property.

Initials of Lessor, Lessee and witnesses

EAGLE TOWERS

14.6. The Lessor shall not, without the consent of the Lessee, attach any electrical or other appliance to the electrical system supplied for the purposes of the operation of the Lessee's Equipment installed on the Premises, or interfere, alter or do any repairs to such electrical system. Should the Lessor for any reason wish to attach any electrical or other appliances to such electrical system or wish to alter or do any repairs to such system, it shall give the Lessee not less than fourteen (14) days written notice of its intention in this regard. Following such notice, the Lessee shall either arrange for the execution of such works as the Lessor wants done or make such other arrangements in connection therewith as may be reasonably acceptable to the Lessor. Should the Lessee fail to act as aforesaid, the Lessor shall be entitled to make its own arrangements in order to have the works executed.

15. ACCESS TO THE PREMISES

15.1. The Lessee shall be allowed access to the Premises on a twenty-four (24) hour basis any day of the week and the Lessor shall not for any reason refuse or prevent such access. The Lessee shall use its best endeavours to conduct all maintenance and other activities that are required to be done at the Premises during normal business hours, but equipment failures or other emergency situations may necessitate that work be done outside of such hours.

15.2. Should the Lessee be required to gain access to the Premises and/or the Property via a gated or similarly controlled entrance, it shall ensure that such gate or entrance is properly secured whenever it enters or departs from the Premises or the Property.

15.3. When accessing the Property, the Lessee shall respect and abide by the Lessor's security arrangements, provided that such do not seek to prevent or refuse access, and the Lessee shall not obstruct or impede any activities on the Property.

15.4. Should the Premises only be accessible via an access road across the Property, the Lessee shall

15.5. if such access road exists, be entitled to the use of such access road; and

15.6. if such access road does not exist or exists but does not extend fully to the Premises, be entitled to construct an access road or part thereof along a route to be agreed with the Lessor. In such instance the Lessee shall be responsible for the maintenance of the access road or part thereof constructed by it.

15.7. The Lessor grants to the Lessee, for the duration of this Lease and any renewal thereof, a right of way and servitude from the entrance gate to the premises and which right of way and servitude the Lessee may at its election register at the Deeds Office subject only to the Lessee maintaining that right of way and on termination of the Lease restoring the property to the state which it existed at date of commencement of the Lease.

16. ADDITIONS OR ALTERATIONS TO THE PREMISES BY THE LESSEE

Save as provided for in Clause 9, the Lessee shall not, without the consent of the Lessor, make any additions or alterations whatsoever to the Premises. Should the Lessor grant such consent, all additions or alterations shall be effected by the Lessee at its cost and the Lessee shall, should it or the Lessor so require, at its cost at the termination of this Agreement, remove all additions or alterations and restore the Premises to the good order and condition in which they were at the Lease Commencement Date, fair wear and tear excepted.

Initials of Lessor, Lessee and witnesses

EAGLE TOWERS

17. DESTRUCTION OF OR DAMAGE TO THE PREMISES

17.1. In the event of the Property or the Premises being destroyed or damaged, through any cause

17.2. to the extent that the Premises become un-tenantable, this Agreement shall automatically terminate with effect from the date of such occurrence, unless the parties are able to negotiate alternative arrangements, including the temporary suspension of the Agreement, whilst the Lessor rebuilds or repairs the Property or the Premises; and

17.3. to the extent that the Premises remain tenantable, this Agreement shall not terminate. If the Lessor in such circumstances decides to rebuild or repair the destroyed or damaged portion of the Property or Premises, it shall do so with reasonable expedition and the Lessee shall be entitled to a reduction of the rental payable by it pro rata to the extent to which it may be deprived of the beneficial occupation of the Premises.

17.4. The costs of rebuilding or repair of the Property or the Premises shall be for the Lessor's account, unless the destruction or damage was caused by the wilful or negligent act or omission on the part of the Lessee, in which case such costs shall be for the Lessee's account. The Lessee shall have no claim of any nature against the Lessor as a result of the destruction or damage of the Premises, unless such destruction or damage was due to wilful misconduct or gross negligence on the part of the Lessor.

18. LIABILITY, INDEMNITY, FORCE MAJEURE AND INSURANCE

18.1. The Lessor shall not be liable for any loss, damage, injury or cost which may be suffered or incurred by the Lessee, nor shall the Lessee be entitled to withhold any rental payments, as a result of any failure, malfunctioning or interruptions in the supply of electricity, water or any other service or by reason of the Premises or any part of the Property being in a defective condition or falling into disrepair, arising from any cause whatsoever, other than due to wilful misconduct, gross negligence or a breach of a term of this Agreement on the part of the Lessor.

18.2. The Lessee herewith indemnifies and holds the Lessor harmless against any loss, damage, injury, cost or liability that may be suffered or incurred by the Lessor arising from any action, proceeding or claim that may be instituted by any person against the Lessor as a result of the Lessee's lease of the Premises, unless such action, proceeding or claim arose from wilful misconduct, gross negligence or a breach of a term of this Agreement on the part of the Lessor.

18.3. Any damage that may be caused to the Premises or the Property as a result of any act or omission of the Lessee shall be made good by the Lessee at the Lessee's cost.

18.4. Neither party shall be liable to the other for any inability to perform or for delayed performance in terms of this Agreement, should such inability or delay arise from any cause beyond the reasonable control of such party (hereinafter referred to as a "force majeure event"); provided that the existence of such force majeure event has been drawn to the attention of the other party within a reasonable period of time of the occurrence thereof. If the force majeure event continues for more than six (6) months from the date of notification thereof and such event prevents the affected party from performing its obligations in terms of this Agreement, the unaffected party shall be entitled to terminate this Agreement by giving the other party not less than thirty (30) days' written notice.

18.5. Notwithstanding anything to the contrary contained in this Agreement, neither party shall, under any circumstances, be liable for any indirect, special and/or consequential damages suffered by the other party.

Initials of Lessor, Lessee and witnesses

EAGLE TOWERS

18.6. The Lessee shall ensure that it is at all relevant times properly insured against all public liability and other risks that may arise from or be associated with the lease of the Premises and shall not do or omit to do anything which may affect any insurances policy which the Lessor may have in place in respect of the Property or premiums payable in respect thereof.

19. EARLY TERMINATION BY THE LESSEE

19.1. Should the Lessee or its tenant's

19.2. licence to operate a communications network be suspended or terminated for whatever reason;

19.3. Equipment installed on the Premises becomes outdated owing to technological development and not be economically replaceable or upgradable;

19.4. network be rearranged or any major changes made to it, making for its Equipment installed on the Premises to become redundant; or

19.5. Equipment installed on the Premises be measurably interfered with by buildings or other structures erected in close proximity to the Premises, or by electronic communications equipment installed by another communications entity at or on the Property, after the Lease Commencement Date,

19.6. the Lessee shall be entitled to terminate this Agreement by giving the Lessor not less than thirty (30) days' written notice.

20. BREACH OF THE AGREEMENT AND HOLDING-OVER BY THE LESSEE

20.1. Should the Lessee

20.2. fail to pay rental or any other amounts due by it in terms of this Agreement on the due date and thereafter fail to make payment thereof within thirty (30) days after receipt of the Lessor's written notice requiring such payment to be made;

20.3. breach any material term of this Agreement and fail to remedy such breach within thirty (30) days after receipt of the Lessor's written notice requiring such breach to be remedied; or

20.4. be liquidated or sequestrated (whether provisionally or finally) or placed under judicial management or business rescue, or any steps be taken to accomplish any of the foregoing, the Lessor shall be entitled, without prejudice to any other rights or remedies to which it may be entitled at law or in terms of this Agreement, to forthwith terminate this Agreement.

20.5. Should the Lessor breach any material term of this Agreement and fail to remedy such breach within thirty (30) days after receipt of the Lessee's written notice requiring such breach to be remedied, or should the Lessor be liquidated or sequestrated (whether provisionally or finally) or placed under judicial management or business rescue, or any steps be taken to accomplish any of the foregoing, the Lessee shall be entitled, without prejudice to any other rights or remedies to which it may be entitled at law or in terms of this Agreement, to forthwith terminate this Agreement.

20.6. Should the Lessor terminate this Agreement and the Lessee dispute the Lessor's right to do so and remain in occupation of the Premises pending the determination of such dispute, the Lessee shall continue to pay all amounts due to the Lessor in terms of this Agreement on the due dates thereof and the Lessor shall be entitled to accept and recover such payments, without prejudice to

Initials of Lessor, Lessee and witnesses

EAGLE TOWERS

the Lessor's claim for cancellation then in dispute. Should the dispute be determined in favour of the Lessor, such payments shall be deemed to be amounts paid by the Lessee on account of damages suffered by the Lessor further to the unlawful holding over of the Premises by the Lessee.

21. GENERAL OBLIGATIONS OF THE LESSEE

21.1. The Lessee shall at all times comply with all laws (including the provisions of the Occupational Health and Safety Act, 1993 (Act No. 85 of 1993), and regulations issued thereunder), by-laws, ordinances, proclamations and regulations relating to the tenancy of the Premises, in particular also those relating to firefighting appliances on the Premises, as well as any specific rules or regulations that the Lessor may reasonably impose.

21.2. The Lessee shall not knowingly contravene any conditions of the title deed of the Property. In this regard the Lessor shall notify the Lessee of any specific conditions that the Lessee should be aware of.

22. GENERAL OBLIGATIONS OF THE LESSOR

22.1. The Lessor shall notify any prospective purchaser of the Property of the existence of this Agreement and shall, upon the sale of the Property, furnish the Lessee with the full particulars of the purchaser. The obligation of the Lessor shall further be to comply with the provisions set out in 26.2 below.

22.2. Should this Agreement be managed by an agent on behalf of the Lessor, the Lessor shall provide the Lessee with details of such agent and shall also update such details in the event of a change of agent.

23. DISPUTE RESOLUTION AND JURISDICTION

23.1. Any dispute arising from or in connection with this Agreement shall be finally resolved in accordance with the Rules of the Arbitration Foundation of Southern Africa by an arbitrator or arbitrators appointed by the Foundation. Nothing herein contained shall, however, preclude either of the parties from approaching a court of competent jurisdiction for an interdict or for relief on an urgent basis.

23.2. The parties hereby consent in terms of section 45 of the Magistrate's Courts Act, 1944 (Act No. 32 of 1944), (or any similar section of an act replacing such Act) to the jurisdiction of the Magistrate's Court for the purpose of any proceedings in terms of or incidental to this Agreement, notwithstanding that the amount claimed or the value of the matter in dispute may exceed such jurisdiction; provided that either party shall, at its option, have the right to institute proceedings in any division of the High Court having jurisdiction.

24. DOMICILIA AND NOTICES

24.1. The parties choose as their domicilia citandi et executandi their respective addresses set out in this clause for all purposes arising out of or in connection with this Agreement, at which addresses all processes and notices arising out of or in connection with this Agreement may validly be served or delivered.

24.2. For purposes of this Agreement the parties' respective addresses shall be

24.2.1. as regards the Lessor, at the address recorded in Annexure 1; and

Initials of Lessor, Lessee and witnesses

EAGLE TOWERS

24.2.2. as regards the Lessee, at Eagle Towers, 31 White Heart Street, Jamestown, Stellenbosch, 7600.

24.2.3. or at such other address, not being a post office box or poste restante, of which the party concerned may notify the other in writing.

24.3. All notices given in terms of this Agreement shall be in writing and shall be deemed, until the contrary is proved

24.3.1. if delivered by hand, to have been received by the addressee on the day of such delivery;

24.3.2. if transmitted by facsimile, to have been received by the addressee on the day after such transmission; and

24.3.3. if posted by prepaid registered post, to have been received by the addressee on the fourteenth (14th) after such posting.

24.4. Notwithstanding anything to the contrary contained in this Agreement, a written notice or communication actually received by one party from the other shall be adequate written notice or communication to such party.

25. GENERAL

25.1. Should either party require the registration of this Agreement against the title deeds of the Property, the parties shall cooperate with one another in good faith to effect such, on the understanding that all costs in relation thereto shall be for the account of the party requesting the registration.

25.2. Unless otherwise agreed, no addition to or variation, consensual cancellation or novation of this Agreement and no waiver of any right arising from this Agreement or its breach or termination shall be of any force or effect unless reduced to writing and signed by both parties. For purposes hereof "writing" shall exclude any written document that is in the form, either wholly or partially, of a data message as defined in the Electronic Communications and Transactions Act, 2002 (Act No. 25 of 2002), and "signed" shall mean a signature executed by hand with a pen without any electronic process or intervention.

25.3. If any provision of this Agreement is declared by a competent court to be unenforceable, illegal, void or contrary to public policy, such declaration shall have no effect upon the binding force or effectiveness of any of the remaining provisions of this Agreement, it being the intention and declaration of the parties that had they known of such unenforceability, illegality, invalidity or that the provision was contrary to public policy, they would nevertheless have entered into this Agreement, containing all such remaining provisions.

25.4. The parties shall regard the terms of this Agreement, anything done pursuant to it and all information concerning the other which may come to its knowledge as a result of the discussions leading to this Agreement, as confidential information and shall safeguard and prevent the unauthorised use or disclosure of such information using the same standard of care used to safeguard and prevent the unauthorised use or disclosure of its own information of a confidential nature, but in all events at least applying a reasonable standard of care; provided that neither party shall be obliged to safeguard and prevent the use or disclosure of such confidential information where such information has already been disclosed or published to the general public other than as a result of a breach of the terms of this clause. The provisions of this clause shall not apply to the disclosure or publication of such confidential information for the purpose of any legal proceedings or the listing on any stock exchange.

Initials of Lessor, Lessee and witnesses

EAGLE TOWERS

25.5. Each party shall be responsible for its own legal and other costs incidental to the preparation and execution of this Agreement.

25.6. This Agreement constitutes the whole agreement between the parties as to the subject matter hereof and no agreements, representations or warranties between the parties regarding the subject matter, other than those set out herein, shall be binding on them.

25.7. Each party warrants to the other that it has the necessary rights and authorities to enter into and perform its obligations in terms of this Agreement. In particular, the Lessor warrants to the Lessee that it is the owner or lawful lessor of the Property and that it is lawfully entitled to enter into this Agreement and grant to the Lessee the rights provided for herein, further to which it indemnifies the Lessee against any claim, damage or cost arising from any legal proceedings that may be instituted against it by any third party proving superior title to the Property.

26. TRANSFER, SUBLEASE, CESSION AND ASSIGNMENT OF AGREEMENT

26.1. The Lessee shall be entitled to cede and assign its rights and/or delegate its obligations arising from this Agreement to any third party without the written consent of the Lessor first being obtained and the Lessor agrees to the substitution of a new Lessee in this regard (where applicable).

26.2. The Lessor shall have the right to transfer, cede or assign its rights under this Lease in respect of the Premises to a third party, it is a condition to any such transfer, cession or assignment that the Lessor adheres to 26.2.1, 26.2.2 and 26.2.3 below. In addition the Lessor shall have the right to alienate, sell or dispose of the Property on which the premises is located. It is a condition to any such transfer, cession, assignment, alienation, sale or disposition

26.2.1. that written prior notice of such transfer being given by the Lessor to the Lessee and

26.2.2. that the Lessor discloses to the successor in title or new owner the existence of this Lease and its enforceability on such party

26.2.3. that any such successor in title or new owner undertakes in writing to and in favour of the Lessee to comply with the terms of this Lease.

Initials of Lessor, Lessee and witnesses

EAGLE TOWERS

27. SUPPORTING DOCUMENTATION

The following documents shall form part of this Agreement and be attached hereto:

27.1. In the event that the Lessor is a natural person

27.2. a copy of his identity document; and

27.3. proof of his tax reference number;

27.4. In the event that the Lessor is a corporate entity

27.5. a copy of its certificate of incorporation;

27.6. a copy of its VAT registration certificate;

27.7. a copy of a resolution or other document authorizing the signatory to enter into this Agreement on its behalf; and

27.8. In both of the foregoing events

27.9. proof of ownership of the Property or of the right to let same; and

27.10. a completed, signed and stamped banking indemnity form.

Initials of Lessor, Lessee and witnesses

EAGLE TOWERS

FOR AND ON BEHALF OF THE LESSOR

Signed at Stellenbosch on 2018.06.14 2018

Signature: _____

Full name in block letters: Petrus Albertus Smit

Signature of witness: _____

Full name in block letters: Lorelle Adams

FOR AND ON BEHALF OF THE LESSEE

Signed at STELLENBOSCH on 15 JUNE. 2018

Signature: _____

Full name in block letters: AVRIL JAMES VAN DER RHEEDE

(MD EAGLE TOWERS)

Signature of witness: _____

Full name in block letters: JEROME GEORGE DAVIDSE

Initials of Lessor, Lessee and witnesses

EAGLE TOWERS

ANNEXURE 1

INFORMATION RELATING TO PROPERTY AND PREMISES

LESSOR'S LEASE IDENTIFICATION NAME, ADDRESS AND/OR NUMBER (IF APPLICABLE)	CLOETESVILLE POOL ERF 6847 CLOETESVILLE STELLENBOSCH
LESSEE'S LEASE IDENTIFICATION NAME	CLOETESVILLE POOL
LESSEE'S LEASE IDENTIFICATION NUMBER	ETSA 0098
LESSEE'S RESPONSIBLE REGION	WESTERN CAPE
STREET ADDRESS AND, IF APPLICABLE, DESCRIPTION, OF LEASE PROPERTY	CURRY STREET CLOETESVILLE STELLENBOSCH
ERF NUMBER OF PROPERTY	ERF 6847 CLOETESVILLE STELLENBOSCH
SIZE IN SQUARE METRES AND, IF APPLICABLE, DESCRIPTION, OF PREMISES	AS PER DRAWINGS

INFORMATION RELATING TO LESSOR

FULL NAMES	STELLENBOSCH MUNICIPALITY
DOMICILIUM ADDRESS	TOWNHOUSE COMPLEX PLEIN STREET STELLENBOSCH, 7600
POSTAL ADDRESS	PO BOX 17 STELLENBOSCH 7600
E-MAIL ADDRESS	piet.smit@stellenbosch.gov.za

CONTACT NAME	Piet Smit	CONTACT NAME 2	
WORK NUMBER	0218085189	WORK NUMBER	
FAX NUMBER	—	FAX NUMBER	
CELL NUMBER	0845065065	CELL NUMBER	

RENTAL PAYEE NAME	
POSTAL ADDRESS	
BANK NAME	NEDBANK
BRANCH NAME	STELLENBOSCH
BRANCH CODE	198 765
ACCOUNT TYPE	Cheque
ACCOUNT HOLDER NAME	Stellenbosch Municipality
ACCOUNT NUMBER	115 227 1679
COMPANY REGISTRATION NUMBER	N/A
VAT PAYABLE	YES/~~NO~~
VAT REGISTRATION NUMBER	4700102181

Initials of Lessor, Lessee and Witnesses

EAGLE TOWERS

	ANNEXURE 1 (Continued)

LEASE DETAILS

LEASE COMMENCEMENT DATE	On break of ground
LEASE TERMINATION DATE	9 years, 11 months thereafter
INITIAL LEASE PERIOD	5 years
OPTION LEASE PERIOD	4 years, 11 months

INFORMATION RELATING TO ELECTRICITY SUPPLIER AND CONSUMPTION CHARGES

SUPPLIER OF ELECTRICITY	
ELECTRICITY PAYEE NAME	K2015430588 (Pty) Ltd
POSTAL ADDRESS	Suite 35, Private Bag X4
	Die Boord, 7613
BANK NAME	First National Bank
BRANCH NAME	Stellenbosch
BRANCH CODE	200610
ACCOUNT TYPE	Current
ACCOUNT HOLDER NAME	K2015430588 (Pty) Ltd
ACCOUNT NUMBER	62577146642
COMPANY REGISTRATION NUMBER	2015/430588/07
VAT PAYABLE	YES/NO
VAT REGISTRATION NUMBER	4070273943
NAME OF ENTITY OR PERSON RESPONSIBLE FOR GENERATION AND DELIVERY OF IN-VOICES	
LESSEE'S POSTAL AND E-MAIL ADDRESSES FOR DELIVERY OF INVOICES	POST: Suite 35, Private Bag X4, Die Boord, 7613. Eagle Towers, E-MAIL: avril@eagletowerssa.com
	POST: THE PROPERTY ADMINISTRATOR, Eagle Towers, Suite 35, Private Bag X4, Die Boord, 7613

RENTAL AND OTHER AMOUNTS

	RENTAL	ELECTRICITY CON-SUMPTION	ACCESS	ELECTRICITY ACCESS	SUNDRY
AMOUNT	~~R6 000.00~~ R6 300	METERED	24/7	24/7	N/A
FREQUENCY	Monthly	Monthly	N/A	N/A	N/A
METHOD OF PAYMENT	EFT	EFT	N/A	N/A	N/A

RENTAL ESCALATION RATE	~~THE RATE OF ESCALATION SHALL BE EQUAL TO THE PERCENTAGE INCREASE TO THE HEADLINE CONSUMER PRICE INDEX (FOR ALL URBAN AREAS) AS PUBLISHED BY STATISTICS SOUTH AFRICA THREE (3) MONTHS PRIOR TO THE DATE OF ESCALATION; PROVIDED THAT THE PERCENTAGE SHALL NOT BE GREATER THAN EIGHT PERCENT (8%)~~
	THE RATE OF ESCALATION SHALL BE 6% for the initial lease period. At the time of rental renewal for the option period, the then applicable tariff will be applied.
RENTAL ESCALATION COMMENCEMENT DATE	ON THE FIRST ANNIVERSARY OF THE LEASE COMMENCEMENT DATE

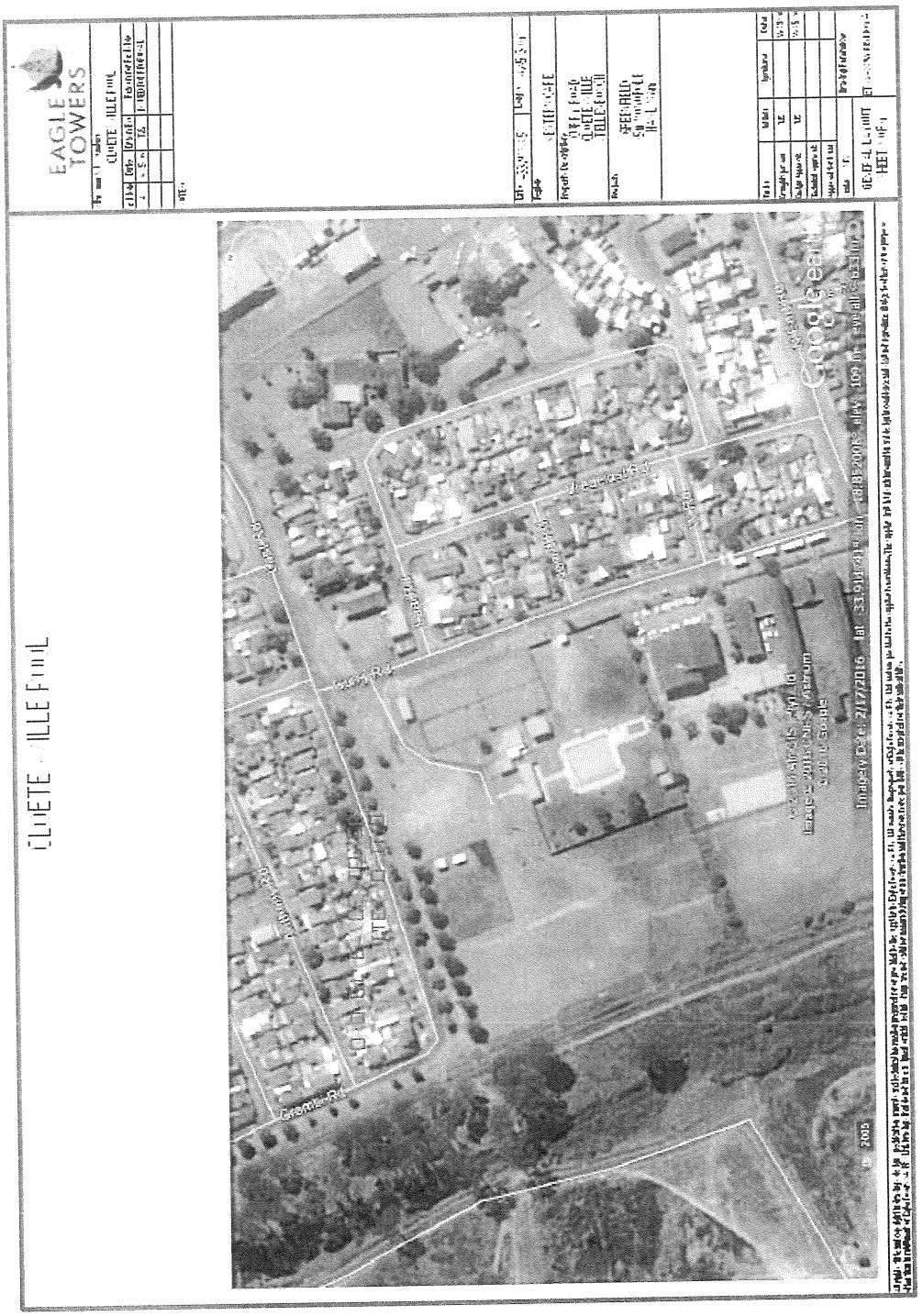
NOTES

Initials of Lessor, Lessee and Witnesses

EAGLE TOWERS

ANNEXURE 2

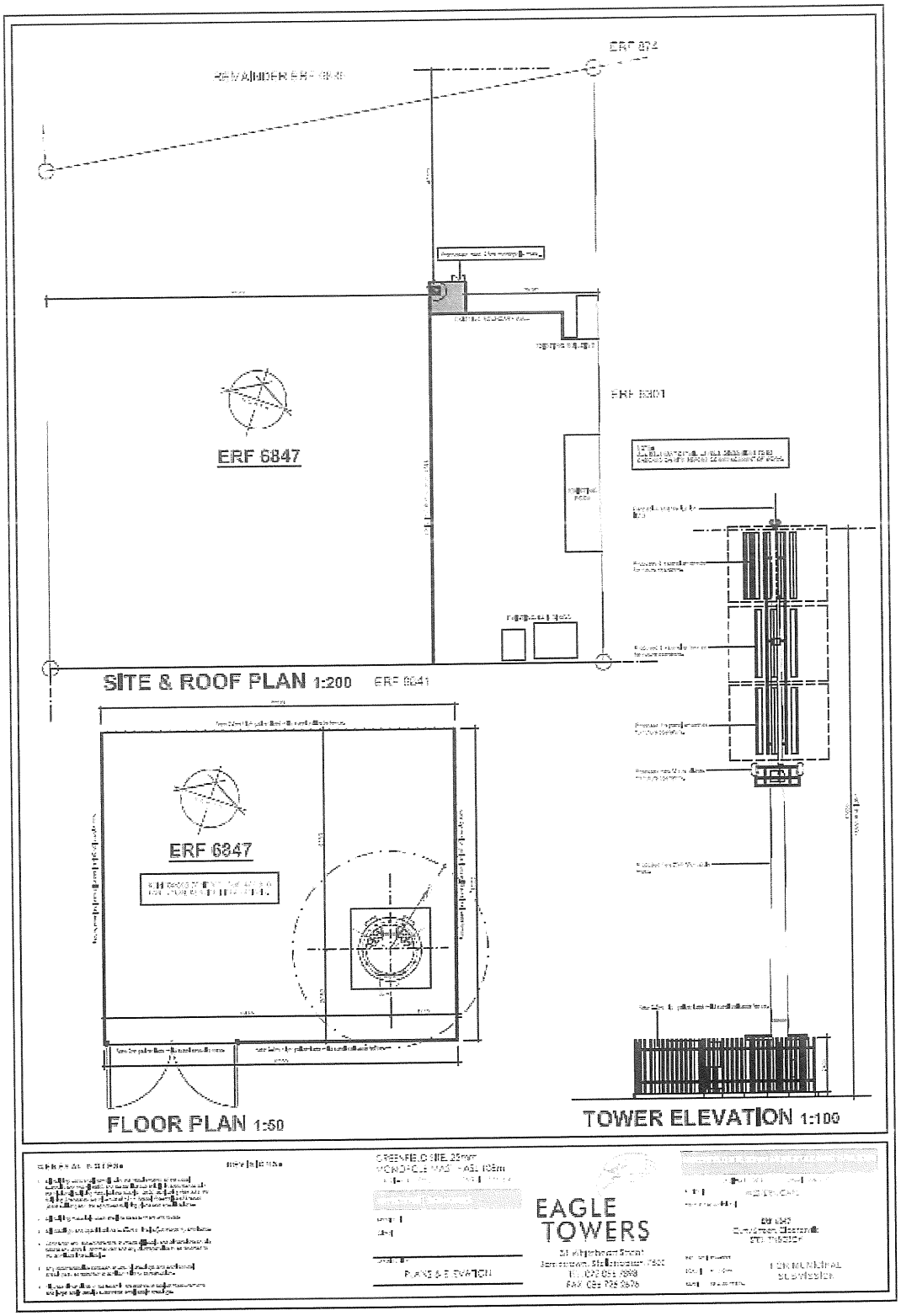
SKETCH PLAN INDICATING RELEVANT DETAILS OF EQUIPMENT TO BE INSTALLED ON THE PREMISES, THE POSITION OF SUCH EQUIPMENT ON THE PREMISES AND THE LOCATION OF THE PREMISES ON THE PROPERTY



Initials of Lessor, Lessee and witnesses

EAGLE TOWERS

ANNEXURE 2 (Continued)



Initials of Lessor, Lessee and Witnesses

STELLENBOSCH
STELLENBOSCH • PNIEL • FRANSCHHOEK
MUNICIPALITY • UMASIPALA • MUNISIPALITEIT

SPECIAL POWER OF ATTORNEY

I, PETRUS DU PLESSIS SMIT, being the duly authorized representative of Stellenbosch Municipality, being the registered owner of Erf 6847 (Cloetesville) do hereby grant authority to Eagle Towers to apply for the necessary Planning Environmental Authorization and Building Plan approvals in respect of the above-mentioned property, to enable it to be developed/utilized for the purpose(s) of construction of a cellular base station.

The undersigned hereby nominates, constitutes and appoints the above applicant with power of substitution to be the registered owner's legal representatives/agent and to act in the name, place and stead of the registered owner in the above regard. Power of attorney is accordingly hereby granted to the applicant to sign all correspondence in respect of the matter referred to above.

This consent is valid for a period of 12 months from date of signature hereof, unless extended for a further period. Should the necessary approvals, as sought by Eagle Towers, not be obtained for whatsoever reasons, then Eagle Towers would not have any claim against Stellenbosch Municipality for expenditure incurred.

Stellenbosch Municipality hereby undertake not to engage or sign any further consents with any other party to plan and/or apply for the development and/or installation of a Telecoms Structure on the subject property.

.....
PETRUS DU PLESSIS SMIT
on behalf of Stellenbosch Municipality

2016-04-14
DATE

APPENDIX 3

EAGLE TOWERS SA (RF) (PTY) LTD

Reg No. 2015/430588/07
Vat No. 4070273943

31 WHITEHEART STREET
JAMESTOWN – STELLENBOSCH – 7600

PHONE: +27 21 880 0914 – FAX: +27 867 26 2626

www.eagletowerssa.com

TO: Stellenbosch Municipality

Cabriere Street Franschoek	ETSA 0038
Cloetesville Pool	ETSA 0098
Idas Valley Library	ETSA 0095
Jamestown Cemetery	ETSA 0092
Jamestown Sports	ETSA 0140
Klapmuts Sportsgrounds	ETSA-0034
Lanquedoc Sports	ETSA 0062

(the "**Site**")

PER EMAIL: piet.smit@stellenbosch.gov.za

PER REGISTERED POST: Stellenbosch Municipality
Townhall Complex
Plein Street
Stellenbosch
7600

18 May 2020

Dear Sir and/or Madam,

LEASE AGREEMENT: NOTIFICATION OF THE SALE OF THE SITE TO HELIOS TOWERS

We trust that this letter finds you in good health, considering the COVID-19 pandemic currently proliferating in South Africa and other global communities. We wish you, your family and friends protection and safety during this time of great uncertainty.

Background and details of transfer to Helios Towers

1. We refer to the Lease Agreement entered into between Eagle Towers SA (RF) (Pty) Ltd with

registration number: 2015/430588/07 (“**Eagle Towers**”) and yourself in terms of which you tender and make available certain premises known as the Site to Eagle Towers for the installation and operation of electronic communications equipment as further detailed therein (the "**Agreement**").

2. As you may already know, Eagle Towers has agreed to sell the Site to HTSA Towers (Pty) Ltd with registration number: 2018/616561/07 and trading as Helios Towers South Africa (“**Helios Towers**”).

3. We expect that Eagle Towers will complete the sale of the Site to Helios Towers with effect from 30 April 2020 (the “**Closing Date**”) and will therefore cede its rights and delegate its obligations under the Agreement to Helios Towers with effect from the Closing Date (the “**Assignment**”).

4. Notwithstanding the Agreement providing that we are entitled to, without the consent of or providing notice to the Lessor, cede, assign, delegate and/or transfer our rights and/or obligations arising from the Agreement, I have deemed it prudent and respectful to formally apprise you of the Assignment to Helios Towers. Please take further notice that:

   a. the Assignment requires no action from you;
   b. the lessee for the purposes of the Agreement shall thenceforth be Helios Towers; and
   c. all rights, obligations and conditions contained in the Agreement remains unchanged and enforceable against Helios Towers as the new lessee.

Change of Contact Details

5. With effect from the Closing Date, Helios's *domicilium citandi et executandi*, and the address for the delivery of all notices under the Agreement, shall be:

   Address: Helios Towers South Africa, Unit D8, First Floor, Block D, El Ridge Office Park, 100 Elizabeth Road, Bartlett, Boksburg, Gauteng, 1459

   Email: HTSALegal@heliostowers.com

   Attention of: Head of Legal

Further Information

6. If you have any questions with the content of this letter please contact:

   Avril van der Rheede
   082 994 0291
   avril@eagletowerssa.com

We look forward to your continuous support and co-operation.

Yours sincerely,



Avril van der Rheede
Chief Executive Officer
Eagle Towers SA (RF) (Pty) Ltd
Duly authorised and warranting such authority
Date: 18 May 2020

7.3.3	**APPLICATION TO LEASE ON A PORTION OF FARM 527 STELLENBOSCH (JAMESTOWN CEMETERY) FOR TELECOMMUNICATIONS BASE STATION**

Collaborator No: **770290**
IDP KPA Ref No: **Good Governance**
Meeting Date: **24 July 2024**

1. SUBJECT:APPLICATION TO LEASE ON A PORTION OF FARM 527 STELLENBOSCH (JAMESTOWN CEMETERY) FOR TELECOMMUNICATIONS BASE STATION

2. PURPOSE

To consider the request from Helios Towers (Pty) Ltd for the lease of a portion of Council-owned land for an existing Telecommunications Base Station (previously leased by Eagle Towers).

3. DELEGATED AUTHORITY

In terms of the approved System of Delegations the Executive Mayor, in consultation with the Executive Mayoral Committee, has the delegated authority to consider applications for Lease agreements, up to a contract value not exceeding R5M and not exceeding a period of 10 years. The Municipal Manager may approve lease for three (3) years or less.

4. EXECUTIVE SUMMARY

A lease agreement was entered into between the Municipality and Eagle Towers on 15 June 2018 for a period of 9 years 11 months where the initial period will be 5 years with the option to renew for a further 4 years and 11 months. The lease agreement pertains to a portion of Farm 527 Stellenbosch, also known as Jamestown Cemetery. This lease agreement was ceded over to Helios Towers by Eagle Towers and the lease and the first 5 years terminated in July 2023. The property Management Department was informed about the cession agreement between Eagle Towers and Helios Towers during May 2020. Helios Towers has brought an application to take up the option for the 4 years and 11 months (**APPENDIX 1).** The previous agreement was approved by the previous manager Property management and no public participation process was followed. The new request will be published for input before the item is returned to Council for final approval.

5. RECOMMENDATIONS

(a) that a portion of the remainder of Farm 527 Stellenbosch be identified as land not needed to provide basic municipal services;

(b) that Helios Towers be allowed, in principle, to lease the existing Telecommunication base station for the additional period of 4 years 11 months subject to Council advertising the intention for public input and comment after which it be returned to Council for a final decision;

(d) that the applicant continues to pay the current rent as per the ceded agreement for the current structure until a new agreement has been signed; and

(e) that a market related rental be determined by a valuator prior to the item be returned to Council.

6. DISCUSSION / CONTENT

6.1 Background

6.1.1 Remainder of Farm 527, Stellenbosch

This property is also known as the Jamestown Cemetery and it has a previous lease agreement in place for the existing Telecommunications Base Station. The ownership of this property vests in the Municipality. A lease agreement was entered into between the Municipality and Eagle Towers on 15 June 2018 for a period of 9 years 11 months where the initial period will be 5 years with the option to renew for a further 4 years and 11 months. Attached as **APPENDIX 2** the previous lease agreement with Eagle Towers. Attached as **APPENDIX 3** is the letter from Eagle Towers informing the municipality of the cession agreement between themselves and Helios Towers.

6.2 DISCUSSION

6.2.1 Location and context

Hereto attached as **APPENDIX 1** an application received from Helios Towers to lease a portion of the remainder of Farm 527, Stellenbosch.



Fig 1: Location and context



Fig 2: The site

6.3 Legal requirements

6.3.1 Municipal Asset Transfer Regulations

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

f) whether the capital asset may be required for the municipality's own use during the period for which the right is to be granted;

g) the extend to which any compensation to be received for the right, together with the estimated value of improvements or enhancements to the asset, will result in a significant financial benefit to the municipality;

h) the (possible) risks and rewards associated with the use in relation to the municipality's interests;

i) Any comments received from the local community, and

j) Compliance with the legislative regime applicable to the proposed granting of the right.

6.3.2 Property Management Policy

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

6.4 FINANCIAL IMPLICATIONS

Based on the previous agreement, including escalation, the monthly fee payable will be R 8570.00. A new market related rental will be determined by a valuator before the item is returned to Council.

6.5 LEGAL IMPLICATIONS

The legal implications are discussed above under 6.2. The previous agreement was not advertised for comments and the lease agreement was approved by the then Manager Property Management.

6.6 STAFF IMPLICATIONS

No additional staff implications.

6.7 PREVIOUS / RELEVANT COUNCIL RESOLUTIONS

Writer has not been able to allocate any previous Mayoral Committee or Council resolutions and the previous agreements were dealt with by the former Manager: Property Management.

6.8 RISK IMPLICATIONS

The risks are addressed in the item.

6.9 COMMENTS FROM SENIOR MANAGEMENT

6.9.1 Director: Infrastructure Services

We confirm that Infrastructure Services have no objection and services are not affected by the proposed telecommunication base station in Jamestown area. No future development is planned for the proposed location in question.

6.9.2 Director: Planning and Economic Development

No comments received.

6.9.3 Director: Community Services

Department Gemeenskapsdienste het geen beswaar teen die verlenging van die ooreenkoms met betrekking tot die selfoontoring in Jamestown begrafplaas nie.

6.9.4 CFO

Supports the recommendations.

6.9.5 Municipal Manager

Supports the recommendations.

ANNEXURES: **Appendix 1: Application**

Appendix 2: Previous lease agreement

Appendix 3: Cession letter

APPENDIX 1

STELLENBOSCH
STELLENBOSCH • PNIEL • FRANSCHHOEK
MUNICIPALITY • UMASIPALA • MUNISIPALITEIT

LEASE AGREEMENT APPLICATION FORM

A: APPLICANT'S DETAILS

Name : Helios Towers (Pty) Ltd South Africa

Physical address: [redacted]
Vorna Valley
Midrand
Postal code: 2196

Mailing address: [redacted]
Vorna Valley
Midrand
Postal code: 2196

E-mail address: [redacted]

Telephone: [redacted]

Cell phone: [redacted]

B: PROPERTY DETAILS OF APPLICANT

Erf/farm number: Farm 527 (Remaining Extend) 0

Suburb: Stellenbosch

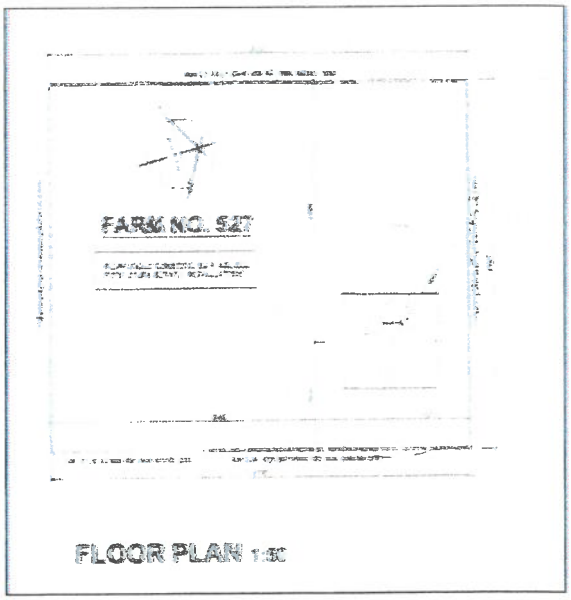
Town: Stellenbosch

C: PROPERTY DETAILS OF LEASE AREA

Erf/farm number :	Farm 527 (Remaining Extend) 0
Suburb:	Stellenbosch
Town:	Stellenbosch
Area of encroachment:	8m x 7m = 56m²

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





D: TYPE OF APPLICATION:

Please mark the appropriate block

For commercial purposes, other than for parking	☐
For commercial parking purposes,	☐
For residential parking purposes	☐
For non-commercial purposes (such as garden purposes, gates,ect)	☐
For projecting structures onto street reserves	☐
For projecting structures onto other council-owned land	☐
Other: please provide description: Lease renewal for existing Telecommunication Base Station	x

Brief description of application:

Application to renew the lease agreement for Farm 527 (Remaining Extend) 0, pertaining to the existing telecommunication base station referred to or known as ZAWC0098 Jamestown Cemetery

Motivation:

The initial lease agreement between Stellenbosch Municipality and Eagle Towers was ceded over to Helios Towers (Pty) Ltd. The lease is now up for renewal.

Helios Towers (Pty) Ltd would like to commence with the renewal process for this existing site, based on the terms presented in the Helios Towers (Pty) Ltd lease agreement, subject to Stellenbosch Municipality's review and approval.

E: LIST OF ATTACHEMENTS AND SUPPORTING DOCUMENTS

Please mark the appropriate box

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

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

Applicant's signature: ..... Date: 2023/02/17

Full name: Marinus Gieselbach

FOR OFFICIAL USE

- The application was considered on .....by.....
- The application was

☐ APPROVED ☐ NOT APPROVED

Conditions (if any): .....

.....

.....

Applicant was informed of outcome on .....

.....
SIGNATURE OF RESPONSIBLE OFFICIAL

.....
DATE

Name:.....

*If approved

☐ Encroachment fee paid

☐ Lease Agreement signed

☐ Agreement/Permit processed on Contract Management System

.....
SIGNATURE OF RESPONSIBLE OFFICIAL

.....
DATE

Name:.....

APPENDIX 2

LEASE AGREEMENT

BETWEEN

STELLENBOSCH MUNICIPALITY

AND

K2015430588 (SOUTH AFRICA)(RF)(PTY) LTD

Trading As:

EAGLE TOWERS

Lessor's lease identification name and/or number	**STELLENBOSCH MUNICIPALITY**
Lessee's lease identification name	**JAMESTOWN SPORTS GROUNDS**
Lessee's lease identification number	**ETSA 0140**

Initials of Lessor, Lessee and witnesses

LEASE AGREEMENT

1. PARTIES

1.1. The parties to this Agreement are **STELLENBOSCH MUNICIPALITY** (hereinafter referred to as the "Lessor", further information in respect of whom is recorded in Annexure 1); and

1.2. **K2015430588 (South Africa)(RF)(Pty) Ltd t/a Eagle Towers**, a private company duly registered in South Africa with **Company Registration Number 2015/430588/07** (herein after referred to as the "Lessee").

2. PREAMBLE

The Lessee wishes to hire certain premises from the Lessor and the Lessor wishes to let such premises to the Lessee, further to which the parties have agreed the terms and conditions detailed herein.

3. DEFINITIONS AND INTERPRETATION

In this Agreement and all appendices hereto, unless inconsistent with or otherwise indicated by the context

3.1. **"Agreement"** means this lease agreement together with all appendices hereto;

3.2. **"Equipment"** means any or all, as the context indicates, of the structures, equipment and components provided for in Clauses 9.1 to 9.2;

3.3. **"install"** means to install, erect, construct or affix and, **"installed"**, **"installing"** and **"installation"** shall have corresponding meanings;

3.4. **"Lease Commencement Date"** means the date upon which the lease of the Premises commences, as recorded in Annexure 1;

3.5. **"Lease Termination Date"** means the date upon which the lease of the Premises terminates, as recorded in Annexure 1;

3.6. **"Premises"** means the portion of the Property leased by the Lessee in terms of this Agreement, further information in respect of which is recorded in Annexures 1 and 2; and

3.7. **"Property"** means the property, being either a portion of land or, a building or other structure, upon or within which the Premises are situated, further information in respect of which is recorded in Annexure 1.

3.8. The headings of the clauses in this Agreement are for the purpose of convenience and reference only and shall not be used in its interpretation.

3.9. Unless inconsistent with or otherwise indicated by the context, words used in this Agreement importing any one gender include the other two genders; the singular include the plural and vice versa; and natural persons include created entities (incorporated or unincorporated) and vice versa.

Initials of Lessor, Lessee and witnesses

3.10. Where in this Agreement a reference is made to the Lessee, it shall include, unless the context indicates otherwise, the Lessee's employees, agents, contractors and/or duly authorized representatives;

3.11. a reference is made to the Lessor, it shall include, unless the context indicates otherwise, the Lessor's employees, agents, contractors and/or duly authorized representatives;

3.12. any number of days is prescribed, same shall be reckoned exclusively of the first and inclusively of the last day unless the last day falls on a Saturday, Sunday or public holiday, in which case the last day shall be the succeeding day which is not a Saturday, Sunday or public holiday;

3.13. any amounts or values are referred to, same shall be exclusive of Value Added Tax; and the consent or approval of either party is required for any purpose, same shall, unless otherwise indicated by the context, refer to the prior written consent of such party, which consent shall not be unreasonably withheld.

4. LEASE OF THE PREMISES

The Lessor herewith lets the Premises to the Lessee, which Premises the Lessee hires from the Lessor.

5. TERM AND RENEWAL OF THE LEASE

5.1. The term of this Agreement shall be for the Initial Lease Period as recorded in Annexure 1, commencing on the Lease Commencement Date and terminating on the Lease Termination Date.

5.2. The Lessee shall have the option to renew this Agreement on the same terms and conditions for the Option Lease Period as recorded in Annexure 1, which option shall be exercisable by the Lessee by way of written notice to the Lessor given not later than thirty (30) days prior to the expiration of the Initial Lease Period; provided that the Lessee is not at the time of the exercise of the option in breach of any of the terms of this Agreement.

6. USE OF THE PREMISES

6.1. The Premises shall, unless otherwise approved by the Lessor, only be used for the installation and operation of electronic communications equipment, as further detailed herein.

6.2. Subject to the foregoing limitation on usage of the Premises and to the terms and conditions generally of this Agreement, the Lessee shall, on written notice to the Lessor, be entitled to allow any other communications entity to share the Premises with Eagle Towers and to install and operate their own Equipment. Such allowance by the Lessee shall not establish any rights or obligations between the Lessor and such entity and shall not release the Lessee from any of its obligations in terms of this Agreement. For the avoidance of doubt, this clause is not applicable to and notice shall not be required in instances where the Lessee's Equipment installed on the Premises is being indirectly utilized by another communications entity further to a network roaming relationship existing between the Lessee and such entity.

7. RENTAL, ELECTRICITY AND OTHER PAYMENTS

7.1. The Lessee shall pay to the Lessor the rental and other amounts as set out in Annexure 1.

7.2. The rental amounts payable to the Lessor shall escalate annually on each anniversary of the Lease Commencement Date at the rate recorded in Annexure 1. If charges in respect of the

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consumption of electricity at the Premises are payable to the Lessor in fixed amounts, same shall escalate annually together with the rental amounts; provided that further adjustments may be made if and when the supplier of the electricity increases its rates to the Lessor.

7.3. All rental and other amounts payable to the Lessor shall unless otherwise provided for herein or in Annexure 1, be paid on a monthly basis on or before the first (1st) day of the start of each period; provided that, for administrative reasons, the first payment in respect of such amounts shall be made not later than the sixtieth (60th) day of the Lease Commencement Date; and

7.4. be paid, free of bank exchange and without deduction or set-off, into the Lessor's or other nominated bank account by way of direct deposits or electronic funds transfers; provided that the Lessee is in receipt of a banking indemnity form, duly completed and signed by the Lessor, and stamped by its bank. The Lessor may at any time amend its banking details by written notification to the Lessee by providing it with a duly completed, signed and stamped banking indemnity form indicating the amended details.

7.5. As indicated in Annexure 1, the charges in respect of the consumption of electricity at the Premises shall be payable by the Lessee either directly to the supplier of the electricity or to the Lessor and, if payable to the Lessor, shall be paid in varying monthly amounts based on actual metered consumption, within thirty (30) days from the date of receipt of invoice by the Lessee. Invoices, which shall be based on the readings of metering equipment to be installed, shall be generated and delivered to the Lessee either by a third party contracted by the Lessee to perform such functions or by the Lessor. Where invoices are to be generated and delivered by the Lessor, such shall

7.6. specify that the invoice is for the consumption of electricity and, contain the Lessee's identification name and number of the Premises as set out on the cover page of this Agreement as well as in Annexure 1;

7.6.1. be accompanied by proof of the meter readings;

7.6.2. not be pre-dated or post-dated; and

7.6.3. be sent to the Lessee by pre-paid post and/or E-mail to the addresses recorded in Annexure 1.

7.7. If the Lessor is obliged to pay Value Added Tax ("VAT") in respect of rental and other amounts received by it in terms of this Agreement, it shall provide the Lessee with a copy of its VAT registration certificate, further to which the Lessee shall pay relevant VAT amounts to the Lessor.

7.8. In the event of the early termination of this Agreement through no fault of the Lessee, the Lessee shall be entitled to a pro rata refund of such rental and/or other amounts paid by it in advance.

8. SUITABILITY OF THE PREMISES

The Lessor does not warrant that the Premises or any utility services provided to it are fit and adequate for the purposes of the Lessee or, if fit and adequate at the Lease Commencement Date, that same shall remain so throughout the currency of this Agreement.

9. EQUIPMENT ON THE PREMISES

Permissions and consents to install and operate Equipment

9.1. The Lessee shall at its own cost apply for and use its best endeavours to obtain all municipal, environmental and other permissions and consents necessary for the installation and operation of its Equipment on the Premises. Should the Lessor's cooperation or approval be required in support of any such applications, the Lessor undertakes to provide such without delay.

9.2. Should any necessary permission or consent not be obtained within a reasonable period after the Lessee has applied therefore, or should any such permission or consent, having been granted, be suspended or revoked by the relevant authority, the Lessee shall be entitled to terminate this Agreement by giving the Lessor not less than thirty (30) days' written notice.

10. INSTALLATION OF EQUIPMENT

10.1. The Lessee shall be entitled, at its own cost and expense, and without seeking any specific approvals from the Lessor, to install, as applicable, any or all of the following Equipment on or at the Premises:

10.2. a communications mast or tower, the maximum height of which is indicated in Annexure 2;

10.3. communications antennas and dishes, as well as all ancillary equipment required for the operation thereof;

10.4. an equipment room, being a container, room or other defined space on the Premises, in which parts of the Equipment are to be housed or situated;

10.5. foundations, flooring, paving, cabling, piping, wiring, fittings, fixtures and related accessory structures or components as may be necessary to support the installation and/or operation of parts of the Equipment;

10.6. perimeter structures, equipment and/or warning signs, as may be necessary for security and safety purposes; and signage identifying the Lessee and/or the communications entity sharing the Premises with it.

10.7. The foregoing entitlement shall include the right to, from time to time, change or upgrade the Equipment installed on the Premises and to install additional Equipment; provided that any change, upgrade or addition does not require the Premises to be increased in size or, if applicable, in any way affect internal structural aspects of the building or other structure on which it may be located. Should any change, upgrade or addition require the Premises to be increased in size or potentially have an effect on internal structural aspects of the building or other structure, such change, upgrade or addition shall only be effected with the consent of the Lessor.

10.8. Relevant details of the initial Equipment to be installed on the Premises by the Lessee, the position of such Equipment on the Premises and the location of the Premises on the Property, if applicable, are provided for in Annexure 2.

10.9. The Lessee shall be allowed to lay such cables, pipes and wires across the Property to the Premises as it may deem necessary for the operation of its Equipment installed on the Premises, subject to the Lessor's directives as to their position and/or route.

11. OWNERSHIP AND REMOVAL OF EQUIPMENT

All the Lessee's Equipment installed on the Premises shall be and remain the property of the Lessee and shall at all times be regarded as movable property. The Lessee shall, at its cost at the termination of this Agreement, for whatever cause, remove all such Equipment and restore the

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Premises to the good order and condition in which they were at the Lease Commencement Date, fair wear and tear excepted.

12. RELOCATION OF EQUIPMENT

Should the Lessor at any time wish to develop the Property, including alterations or renovations to the building upon or within which the Premises may be situated, and such development, alteration or renovation negatively impact the position or operation of the Lessee's Equipment installed on the Premises, it shall provide the Lessee with at least twelve (12) months' written notice in this regard. Following such notice, the parties shall meet and use their best endeavours to make suitable alternative arrangements to accommodate such Equipment during the development, alteration or renovation, including such arrangements as may be reasonable pertaining to the cost of relocating such Equipment. Failing agreement in this regard, the Lessee shall be entitled to terminate this Agreement by giving the Lessor not less than thirty (30) days' written notice. In light of the high construction costs incurred by the Lessee in installing its Equipment on the Premises, the Lessor warrants that it shall not undertake any development, alteration or renovation that may impact the Equipment as contemplated above, for a period of three (3) years from the Lease Commencement Date.

13. INTERFERENCE WITH EQUIPMENT

In order to avoid electromagnetic or other interference with the Lessee's Equipment installed on the Premises, the Lessor shall not, unless compelled thereto by law, without first advising the Lessee, allow any other communications entity to install and operate any electronic communications equipment at or on the Property.

14. ELECTRICAL AND OTHER POWER SUPPLY TO THE PREMISES

14.1. All costs in relation to the supply and consumption of electricity to or on the Premises, including the supply and installation of metering equipment, if required, shall be paid by the Lessee.

14.2. The detail pertaining to the provision of electrical power to the Premises, if applicable, shall be determined by Eskom and/or the relevant local or other authority.

14.3. As a constant supply of electrical power to the Premises is critical to the operation of the Lessee's Equipment installed on the Premises, the Lessor shall at all times use its best endeavours to ensure that all amounts due and payable by it in respect of the supply of electrical power to the Property and/or the Premises are timeously paid by it to the relevant supplier.

14.4. The Lessee shall be entitled, if required and at its cost, to upgrade the electricity supply to the Premises and shall in all events that it alters any electrical installation on the Property or the Premises provide the Lessor with an electrical compliance certificate.

14.5. Should the electrical power supply to the Premises for any reason become unavailable, the Lessee shall be entitled to deploy generators at the Premises and to operate same for the period during which the electrical power supply remains unavailable. The deployment of generators shall be subject to the Lessor's consent with respect to the positioning thereof; provided that same shall not be required in emergency situations. The Lessee shall in the deployment and operation of a generator comply with all relevant laws and by-laws, as well as safety and fire regulations, and use its best endeavours to ensure that it does not create an impediment or nuisance to other occupants of the Property.

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14.6. The Lessor shall not, without the consent of the Lessee, attach any electrical or other appliance to the electrical system supplied for the purposes of the operation of the Lessee's Equipment installed on the Premises, or interfere, alter or do any repairs to such electrical system. Should the Lessor for any reason wish to attach any electrical or other appliances to such electrical system or wish to alter or do any repairs to such system, it shall give the Lessee not less than fourteen (14) days written notice of its intention in this regard. Following such notice, the Lessee shall either arrange for the execution of such works as the Lessor wants done or make such other arrangements in connection therewith as may be reasonably acceptable to the Lessor. Should the Lessee fail to act as aforesaid, the Lessor shall be entitled to make its own arrangements in order to have the works executed.

15. ACCESS TO THE PREMISES

15.1. The Lessee shall be allowed access to the Premises on a twenty-four (24) hour basis any day of the week and the Lessor shall not for any reason refuse or prevent such access. The Lessee shall use its best endeavours to conduct all maintenance and other activities that are required to be done at the Premises during normal business hours, but equipment failures or other emergency situations may necessitate that work be done outside of such hours.

15.2. Should the Lessee be required to gain access to the Premises and/or the Property via a gated or similarly controlled entrance, it shall ensure that such gate or entrance is properly secured whenever it enters or departs from the Premises or the Property.

15.3. When accessing the Property, the Lessee shall respect and abide by the Lessor's security arrangements, provided that such do not seek to prevent or refuse access, and the Lessee shall not obstruct or impede any activities on the Property.

15.4. Should the Premises only be accessible via an access road across the Property, the Lessee shall

15.5. if such access road exists, be entitled to the use of such access road; and

15.6. if such access road does not exist or exists but does not extend fully to the Premises, be entitled to construct an access road or part thereof along a route to be agreed with the Lessor. In such instance the Lessee shall be responsible for the maintenance of the access road or part thereof constructed by it.

15.7. The Lessor grants to the Lessee, for the duration of this Lease and any renewal thereof, a right of way and servitude from the entrance gate to the premises and which right of way and servitude the Lessee may at its election register at the Deeds Office subject only to the Lessee maintaining that right of way and on termination of the Lease restoring the property to the state which it existed at date of commencement of the Lease.

16. ADDITIONS OR ALTERATIONS TO THE PREMISES BY THE LESSEE

Save as provided for in Clause 9, the Lessee shall not, without the consent of the Lessor, make any additions or alterations whatsoever to the Premises. Should the Lessor grant such consent, all additions or alterations shall be effected by the Lessee at its cost and the Lessee shall, should it or the Lessor so require, at its cost at the termination of this Agreement, remove all additions or alterations and restore the Premises to the good order and condition in which they were at the Lease Commencement Date, fair wear and tear excepted.

Initials of Lessor, Lessee and witnesses

17. DESTRUCTION OF OR DAMAGE TO THE PREMISES

17.1. In the event of the Property or the Premises being destroyed or damaged, through any cause

17.2. to the extent that the Premises become un-tenantable, this Agreement shall automatically terminate with effect from the date of such occurrence, unless the parties are able to negotiate alternative arrangements, including the temporary suspension of the Agreement, whilst the Lessor rebuilds or repairs the Property or the Premises; and

17.3. to the extent that the Premises remain tenantable, this Agreement shall not terminate. If the Lessor in such circumstances decides to rebuild or repair the destroyed or damaged portion of the Property or Premises, it shall do so with reasonable expedition and the Lessee shall be entitled to a reduction of the rental payable by it pro rata to the extent to which it may be deprived of the beneficial occupation of the Premises.

17.4. The costs of rebuilding or repair of the Property or the Premises shall be for the Lessor's account, unless the destruction or damage was caused by the wilful or negligent act or omission on the part of the Lessee, in which case such costs shall be for the Lessee's account. The Lessee shall have no claim of any nature against the Lessor as a result of the destruction or damage of the Premises, unless such destruction or damage was due to wilful misconduct or gross negligence on the part of the Lessor.

18. LIABILITY, INDEMNITY, FORCE MAJEURE AND INSURANCE

18.1. The Lessor shall not be liable for any loss, damage, injury or cost which may be suffered or incurred by the Lessee, nor shall the Lessee be entitled to withhold any rental payments, as a result of any failure, malfunctioning or interruptions in the supply of electricity, water or any other service or by reason of the Premises or any part of the Property being in a defective condition or falling into disrepair, arising from any cause whatsoever, other than due to wilful misconduct, gross negligence or a breach of a term of this Agreement on the part of the Lessor.

18.2. The Lessee herewith indemnifies and holds the Lessor harmless against any loss, damage, injury, cost or liability that may be suffered or incurred by the Lessor arising from any action, proceeding or claim that may be instituted by any person against the Lessor as a result of the Lessee's lease of the Premises, unless such action, proceeding or claim arose from wilful misconduct, gross negligence or a breach of a term of this Agreement on the part of the Lessor.

18.3. Any damage that may be caused to the Premises or the Property as a result of any act or omission of the Lessee shall be made good by the Lessee at the Lessee's cost.

18.4. Neither party shall be liable to the other for any inability to perform or for delayed performance in terms of this Agreement, should such inability or delay arise from any cause beyond the reasonable control of such party (hereinafter referred to as a "force majeure event"); provided that the existence of such force majeure event has been drawn to the attention of the other party within a reasonable period of time of the occurrence thereof. If the force majeure event continues for more than six (6) months from the date of notification thereof and such event prevents the affected party from performing its obligations in terms of this Agreement, the unaffected party shall be entitled to terminate this Agreement by giving the other party not less than thirty (30) days' written notice.

18.5. Notwithstanding anything to the contrary contained in this Agreement, neither party shall, under any circumstances, be liable for any indirect, special and/or consequential damages suffered by the other party.

Initials of Lessor, Lessee and witnesses

18.6. The Lessee shall ensure that it is at all relevant times properly insured against all public liability and other risks that may arise from or be associated with the lease of the Premises and shall not do or omit to do anything which may affect any insurances policy which the Lessor may have in place in respect of the Property or premiums payable in respect thereof.

19. EARLY TERMINATION BY THE LESSEE

19.1. Should the Lessee or its tenant's

19.2. licence to operate a communications network be suspended or terminated for whatever reason;

19.3. Equipment installed on the Premises becomes outdated owing to technological development and not be economically replaceable or upgradable;

19.4. network be rearranged or any major changes made to it, making for its Equipment installed on the Premises to become redundant; or

19.5. Equipment installed on the Premises be measurably interfered with by buildings or other structures erected in close proximity to the Premises, or by electronic communications equipment installed by another communications entity at or on the Property, after the Lease Commencement Date,

19.6. the Lessee shall be entitled to terminate this Agreement by giving the Lessor not less than thirty (30) days' written notice.

20. BREACH OF THE AGREEMENT AND HOLDING-OVER BY THE LESSEE

20.1. Should the Lessee

20.2. fail to pay rental or any other amounts due by it in terms of this Agreement on the due date and thereafter fail to make payment thereof within thirty (30) days after receipt of the Lessor's written notice requiring such payment to be made;

20.3. breach any material term of this Agreement and fail to remedy such breach within thirty (30) days after receipt of the Lessor's written notice requiring such breach to be remedied; or

20.4. be liquidated or sequestrated (whether provisionally or finally) or placed under judicial management or business rescue, or any steps be taken to accomplish any of the foregoing, the Lessor shall be entitled, without prejudice to any other rights or remedies to which it may be entitled at law or in terms of this Agreement, to forthwith terminate this Agreement.

20.5. Should the Lessor breach any material term of this Agreement and fail to remedy such breach within thirty (30) days after receipt of the Lessee's written notice requiring such breach to be remedied, or should the Lessor be liquidated or sequestrated (whether provisionally or finally) or placed under judicial management or business rescue, or any steps be taken to accomplish any of the foregoing, the Lessee shall be entitled, without prejudice to any other rights or remedies to which it may be entitled at law or in terms of this Agreement, to forthwith terminate this Agreement.

20.6. Should the Lessor terminate this Agreement and the Lessee dispute the Lessor's right to do so and remain in occupation of the Premises pending the determination of such dispute, the Lessee shall continue to pay all amounts due to the Lessor in terms of this Agreement on the due dates thereof and the Lessor shall be entitled to accept and recover such payments, without prejudice to

Initials of Lessor, Lessee and witnesses

the Lessor's claim for cancellation then in dispute. Should the dispute be determined in favour of the Lessor, such payments shall be deemed to be amounts paid by the Lessee on account of damages suffered by the Lessor further to the unlawful holding over of the Premises by the Lessee.

21. GENERAL OBLIGATIONS OF THE LESSEE

21.1. The Lessee shall at all times comply with all laws (including the provisions of the Occupational Health and Safety Act, 1993 (Act No. 85 of 1993), and regulations issued thereunder), by-laws, ordinances, proclamations and regulations relating to the tenancy of the Premises, in particular also those relating to firefighting appliances on the Premises, as well as any specific rules or regulations that the Lessor may reasonably impose.

21.2. The Lessee shall not knowingly contravene any conditions of the title deed of the Property. In this regard the Lessor shall notify the Lessee of any specific conditions that the Lessee should be aware of.

22. GENERAL OBLIGATIONS OF THE LESSOR

22.1. The Lessor shall notify any prospective purchaser of the Property of the existence of this Agreement and shall, upon the sale of the Property, furnish the Lessee with the full particulars of the purchaser. The obligation of the Lessor shall further be to comply with the provisions set out in 26.2 below.

22.2. Should this Agreement be managed by an agent on behalf of the Lessor, the Lessor shall provide the Lessee with details of such agent and shall also update such details in the event of a change of agent.

23. DISPUTE RESOLUTION AND JURISDICTION

23.1. Any dispute arising from or in connection with this Agreement shall be finally resolved in accordance with the Rules of the Arbitration Foundation of Southern Africa by an arbitrator or arbitrators appointed by the Foundation. Nothing herein contained shall, however, preclude either of the parties from approaching a court of competent jurisdiction for an interdict or for relief on an urgent basis.

23.2. The parties hereby consent in terms of section 45 of the Magistrate's Courts Act, 1944 (Act No. 32 of 1944), (or any similar section of an act replacing such Act) to the jurisdiction of the Magistrate's Court for the purpose of any proceedings in terms of or incidental to this Agreement, notwithstanding that the amount claimed or the value of the matter in dispute may exceed such jurisdiction; provided that either party shall, at its option, have the right to institute proceedings in any division of the High Court having jurisdiction.

24. DOMICILIA AND NOTICES

24.1. The parties choose as their domicilia citandi et executandi their respective addresses set out in this clause for all purposes arising out of or in connection with this Agreement, at which addresses all processes and notices arising out of or in connection with this Agreement may validly be served or delivered.

24.2. For purposes of this Agreement the parties' respective addresses shall be

24.2.1. as regards the Lessor, at the address recorded in Annexure 1; and

24.2.2. as regards the Lessee, at Eagle Towers, 31 White Heart Street, Jamestown, Stellenbosch, 7600.

24.2.3. or at such other address, not being a post office box or poste restante, of which the party concerned may notify the other in writing.

24.3. All notices given in terms of this Agreement shall be in writing and shall be deemed, until the contrary is proved

24.3.1. if delivered by hand, to have been received by the addressee on the day of such delivery;

24.3.2. if transmitted by facsimile, to have been received by the addressee on the day after such transmission; and

24.3.3. if posted by prepaid registered post, to have been received by the addressee on the fourteenth (14th) after such posting.

24.4. Notwithstanding anything to the contrary contained in this Agreement, a written notice or communication actually received by one party from the other shall be adequate written notice or communication to such party.

25. GENERAL

25.1. Should either party require the registration of this Agreement against the title deeds of the Property, the parties shall cooperate with one another in good faith to effect such, on the understanding that all costs in relation thereto shall be for the account of the party requesting the registration.

25.2. Unless otherwise agreed, no addition to or variation, consensual cancellation or novation of this Agreement and no waiver of any right arising from this Agreement or its breach or termination shall be of any force or effect unless reduced to writing and signed by both parties. For purposes hereof "writing" shall exclude any written document that is in the form, either wholly or partially, of a data message as defined in the Electronic Communications and Transactions Act, 2002 (Act No. 25 of 2002), and "signed" shall mean a signature executed by hand with a pen without any electronic process or intervention.

25.3. If any provision of this Agreement is declared by a competent court to be unenforceable, illegal, void or contrary to public policy, such declaration shall have no effect upon the binding force or effectiveness of any of the remaining provisions of this Agreement, it being the intention and declaration of the parties that had they known of such unenforceability, illegality, invalidity or that the provision was contrary to public policy, they would nevertheless have entered into this Agreement, containing all such remaining provisions.

25.4. The parties shall regard the terms of this Agreement, anything done pursuant to it and all information concerning the other which may come to its knowledge as a result of the discussions leading to this Agreement, as confidential information and shall safeguard and prevent the unauthorised use or disclosure of such information using the same standard of care used to safeguard and prevent the unauthorised use or disclosure of its own information of a confidential nature, but in all events at least applying a reasonable standard of care; provided that neither party shall be obliged to safeguard and prevent the use or disclosure of such confidential information where such information has already been disclosed or published to the general public other than as a result of a breach of the terms of this clause. The provisions of this clause shall not apply to the disclosure or publication of such confidential information for the purpose of any legal proceedings or the listing on any stock exchange.

Initials of Lessor, Lessee and witnesses

25.5. Each party shall be responsible for its own legal and other costs incidental to the preparation and execution of this Agreement.

25.6. This Agreement constitutes the whole agreement between the parties as to the subject matter hereof and no agreements, representations or warranties between the parties regarding the subject matter, other than those set out herein, shall be binding on them.

25.7. Each party warrants to the other that it has the necessary rights and authorities to enter into and perform its obligations in terms of this Agreement. In particular, the Lessor warrants to the Lessee that it is the owner or lawful lessor of the Property and that it is lawfully entitled to enter into this Agreement and grant to the Lessee the rights provided for herein, further to which it indemnifies the Lessee against any claim, damage or cost arising from any legal proceedings that may be instituted against it by any third party proving superior title to the Property.

26. TRANSFER, SUBLEASE, CESSION AND ASSIGNMENT OF AGREEMENT

26.1. The Lessee shall be entitled to cede and assign its rights and/or delegate its obligations arising from this Agreement to any third party without the written consent of the Lessor first being obtained and the Lessor agrees to the substitution of a new Lessee in this regard (where applicable).

26.2. The Lessor shall have the right to transfer, cede or assign its rights under this Lease in respect of the Premises to a third party, it is a condition to any such transfer, cession or assignment that the Lessor adheres to 26.2.1, 26.2.2 and 26.2.3 below. In addition the Lessor shall have the right to alienate, sell or dispose of the Property on which the premises is located. It is a condition to any such transfer, cession, assignment, alienation, sale or disposition

26.2.1. that written prior notice of such transfer being given by the Lessor to the Lessee and

26.2.2. that the Lessor discloses to the successor in title or new owner the existence of this Lease and its enforceability on such party

26.2.3. that any such successor in title or new owner undertakes in writing to and in favour of the Lessee to comply with the terms of this Lease.

27. SUPPORTING DOCUMENTATION

The following documents shall form part of this Agreement and be attached hereto:

27.1. In the event that the Lessor is a natural person

27.2. a copy of his identity document; and

27.3. proof of his tax reference number;

27.4. In the event that the Lessor is a corporate entity

27.5. a copy of its certificate of incorporation;

27.6. a copy of its VAT registration certificate;

27.7. a copy of a resolution or other document authorizing the signatory to enter into this Agreement on its behalf; and

27.8. In both of the foregoing events

27.9. proof of ownership of the Property or of the right to let same; and

27.10. a completed, signed and stamped banking indemnity form.

FOR AND ON BEHALF OF THE LESSOR

Signed at Stellenbosch on 14 June 2018

Signature: _____

Full name in block letters: Petrus du Plessis Smit

Signature of witness: _____

Full name in block letters: Lorelle Adams

FOR AND ON BEHALF OF THE LESSEE

Signed at STELLENBOSCH on 15 JUNE 2018

Signature: _____

Full name in block letters: AVRIL JAMES VAN DER RHEEDE

(MD EAGLE TOWERS)

Signature of witness: _____

Full name in block letters: JEROME GEORGE DAVIDSE

EAGLE TOWERS SA

ANNEXURE 1

INFORMATION RELATING TO PROPERTY AND PREMISES

LESSOR'S LEASE IDENTIFICATION NAME, ADDRESS AND/OR NUMBER (IF APPLICABLE)	JAMESTOWN SPORTS GROUNDS FARM 527 STELLENBOSCH
	TITLE DEED NO T 65036/2001
LESSEE'S LEASE IDENTIFICATION NAME	JAMESTOWN SPORTS GROUNDS
LESSEE'S LEASE IDENTIFICATION NUMBER	ETSA 0140
LESSEE'S RESPONSIBLE REGION	WESTERN CAPE
STREET ADDRESS AND, IF APPLICABLE, DESCRIPTION, OF LEASE PROPERTY	PAJARO AVENUE
	JAMESTOWN, STELLENBOSCH
ERF NUMBER OF PROPERTY	FARM 527 STELLENBOSCH
SIZE IN SQUARE METRES AND, IF APPLICABLE, DESCRIPTION, OF PREMISES	
	AS PER DRAWINGS

INFORMATION RELATING TO LESSOR

FULL NAMES	STELLENBOSCH MUNICIPALITY
DOMICILIUM ADDRESS	TOWNHOUSE COMPLEX
	PLEIN STREET
	STELLENBOSCH, 7600
POSTAL ADDRESS	PO BOX 17
	STELLENBOSCH
	7600
E-MAIL ADDRESS	piet.smit@Stellenbosch.gov.za

CONTACT NAME	Piet Smit	CONTACT NAME 2	
WORK NUMBER	021 8088189	WORK NUMBER	
FAX NUMBER	—	FAX NUMBER	
CELL NUMBER	0845085085	CELL NUMBER	

RENTAL PAYEE NAME	
POSTAL ADDRESS	PO box 17 Stellenbosch
BANK NAME	NEDBANK
BRANCH NAME	STELLENBOSCH
BRANCH CODE	198765
ACCOUNT TYPE	~~BLUE~~ CHEQUE ACCOUNT
ACCOUNT HOLDER NAME	STELLENBOSCH MUNICIPALITY
ACCOUNT NUMBER	1152271679
COMPANY REGISTRATION NUMBER	N/A
VAT PAYABLE	YES/~~NO~~
VAT REGISTRATION NUMBER	4700102181

Initials of Lessor, Lessee and witnesses

EAGLE TOWERS SA

	ANNEXURE 1 (Continued)

LEASE DETAILS

LEASE COMMENCEMENT DATE	On break of ground
LEASE TERMINATION DATE	9 years, 11 months thereafter
INITIAL LEASE PERIOD	5 years
OPTION LEASE PERIOD	4 years, 11 months

INFORMATION RELATING TO ELECTRICITY SUPPLIER AND CONSUMPTION CHARGES

SUPPLIER OF ELECTRICITY	
ELECTRICITY PAYEE NAME	K2015430588 (Pty) Ltd
POSTAL ADDRESS	Suite 35, Private Bag X4
	Die Boord, 7613
BANK NAME	First National Bank
BRANCH NAME	Stellenbosch
BRANCH CODE	200610
ACCOUNT TYPE	Current
ACCOUNT HOLDER NAME	K2015430588 (Pty) Ltd
ACCOUNT NUMBER	62577146642
COMPANY REGISTRATION NUMBER	2015/430588/07
VAT PAYABLE	YES/NO
VAT REGISTRATION NUMBER	4070273943
NAME OF ENTITY OR PERSON RESPONSIBLE FOR GENERATION AND DELIVERY OF IN-VOICES	
LESSEE'S POSTAL AND E-MAIL ADDRESSES FOR DELIVERY OF INVOICES	POST: Suite 35, Private Bag X4, Die Boord, 7613. Eagle Towers, E-MAIL: avril@eagletowerssa.com
	POST: THE PROPERTY ADMINISTRATOR, Eagle Towers, Suite 35, Private Bag X4, Die Boord, 7613

RENTAL AND OTHER AMOUNTS

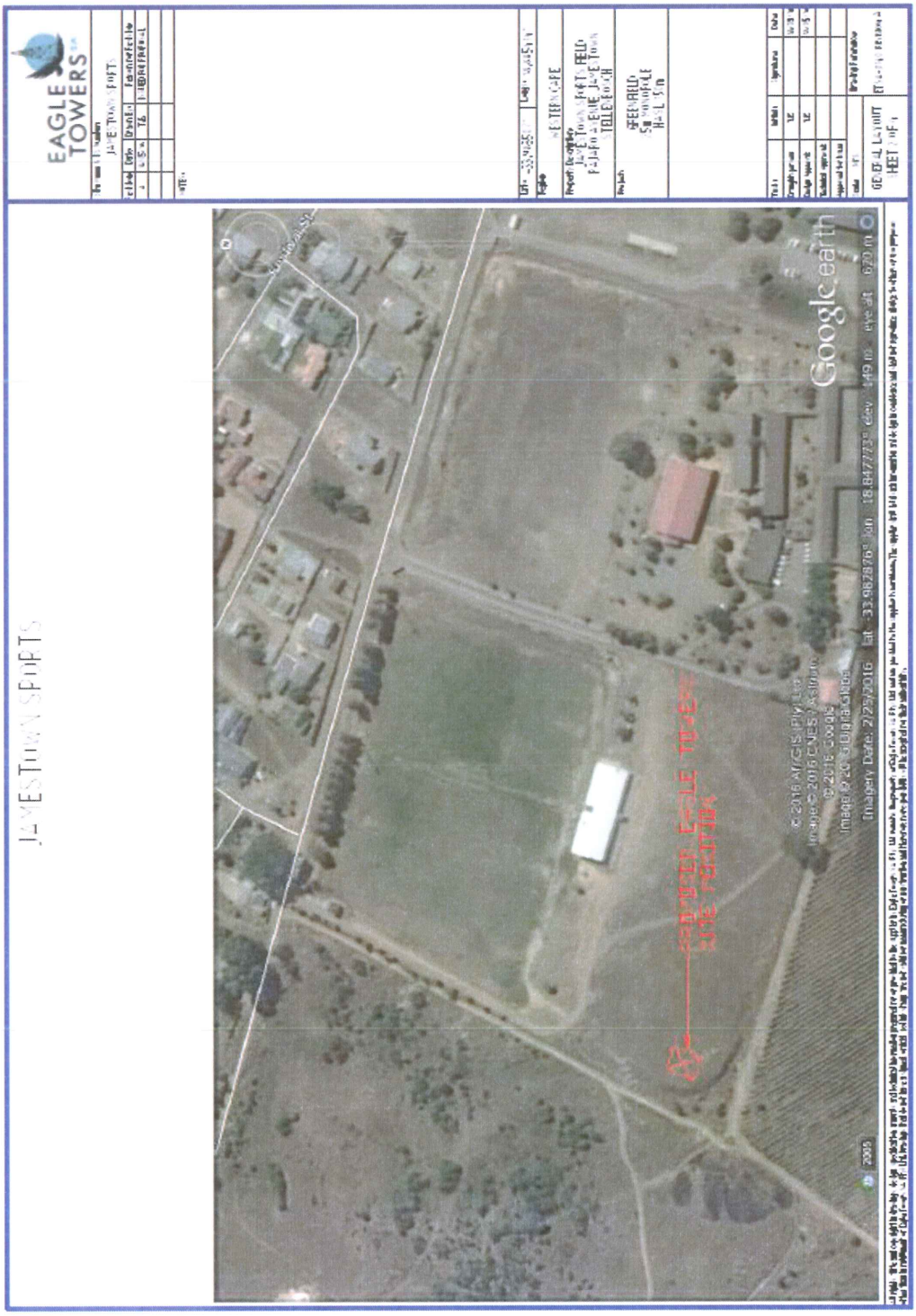
	RENTAL	ELECTRICITY CON-SUMPTION	ACCESS	ELECTRICITY ACCESS	SUNDRY
AMOUNT	~~R 6000.00~~ R 6300-00	METERED	24/7	24/7	N/A
FREQUENCY	Monthly	Monthly	N/A	N/A	N/A
METHOD OF PAYMENT	EFT	EFT	N/A	N/A	N/A

RENTAL ESCALATION RATE	~~THE RATE OF ESCALATION SHALL BE EQUAL TO THE PERCENTAGE INCREASE TO THE HEADLINE CONSUMER PRICE INDEX (FOR ALL URBAN AREAS) AS PUBLISHED BY STATISTICS SOUTH AFRICA THREE (3) MONTHS PRIOR TO THE DATE OF ESCALATION; PROVIDED THAT THE PERCENTAGE SHALL NOT BE GREATER THAN EIGHT PERCENT (8%)~~
	THE RATE OF ESCALATION SHALL BE 6% for the initial lease period. At the time of renewal for the option period, the the applicable tariff will be applied.
RENTAL ESCALATION COMMENCEMENT DATE	ON THE FIRST ANNIVERSARY OF THE LEASE COMMENCEMENT DATE

NOTES

ANNEXURE 2

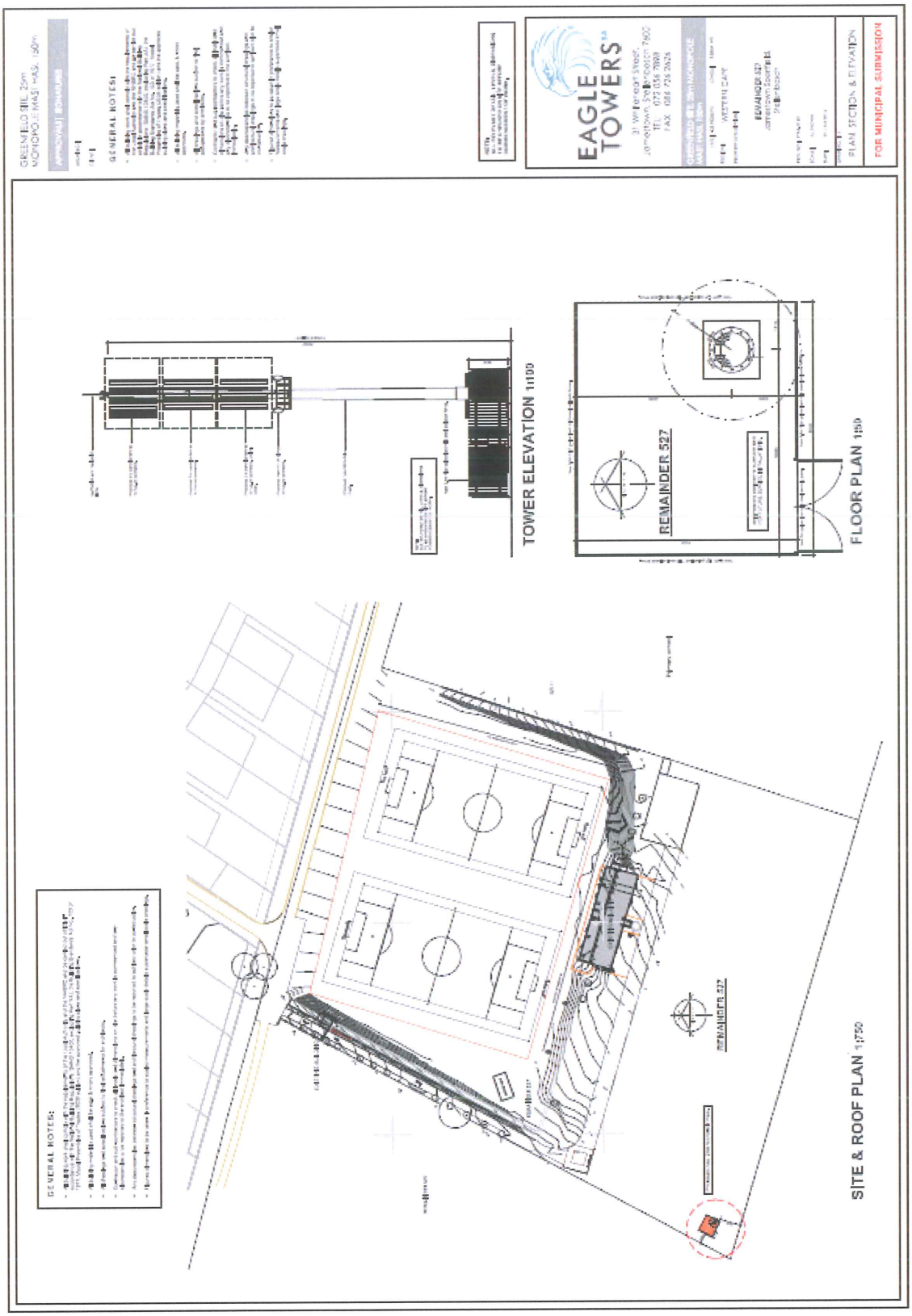
SKETCH PLAN INDICATING RELEVANT DETAILS OF EQUIPMENT TO BE INSTALLED ON THE PREMISES, THE POSITION OF SUCH EQUIPMENT ON THE PREMISES AND THE LOCATION OF THE PREMISES ON THE PROPERTY



Initials of Lessor, Lessee and witnesses

EAGLE TOWERS SA

ANNEXURE 2 (Continued)



Initials of Lessor, Lessee and witnesses

APPENDIX 3

EAGLE TOWERS SA (RF) (PTY) LTD

Reg No. 2015/430588/07
Vat No. 4070273943

31 WHITEHEART STREET
JAMESTOWN – STELLENBOSCH – 7600

PHONE: +27 21 880 0914 – FAX: +27 867 26 2626

www.eagletowerssa.com

TO: Stellenbosch Municipality

Cabriere Street Franschoek	ETSA 0038
Cloetesville Pool	ETSA 0098
Idas Valley Library	ETSA 0095
Jamestown Cemetery	ETSA 0092
Jamestown Sports	ETSA 0140
Klapmuts Sportsgrounds	ETSA-0034
Lanquedoc Sports	ETSA 0062

(the "**Site**")

PER EMAIL: piet.smit@stellenbosch.gov.za

PER REGISTERED POST: Stellenbosch Municipality
Townhall Complex
Plein Street
Stellenbosch
7600

18 May 2020

Dear Sir and/or Madam,

LEASE AGREEMENT: NOTIFICATION OF THE SALE OF THE SITE TO HELIOS TOWERS

We trust that this letter finds you in good health, considering the COVID-19 pandemic currently proliferating in South Africa and other global communities. We wish you, your family and friends protection and safety during this time of great uncertainty.

Background and details of transfer to Helios Towers

1. We refer to the Lease Agreement entered into between Eagle Towers SA (RF) (Pty) Ltd with

registration number: 2015/430588/07 (“**Eagle Towers**”) and yourself in terms of which you tender and make available certain premises known as the Site to Eagle Towers for the installation and operation of electronic communications equipment as further detailed therein (the "**Agreement**").

2. As you may already know, Eagle Towers has agreed to sell the Site to HTSA Towers (Pty) Ltd with registration number: 2018/616561/07 and trading as Helios Towers South Africa (“**Helios Towers**”).

3. We expect that Eagle Towers will complete the sale of the Site to Helios Towers with effect from 30 April 2020 (the “**Closing Date**”) and will therefore cede its rights and delegate its obligations under the Agreement to Helios Towers with effect from the Closing Date (the “**Assignment**”).

4. Notwithstanding the Agreement providing that we are entitled to, without the consent of or providing notice to the Lessor, cede, assign, delegate and/or transfer our rights and/or obligations arising from the Agreement, I have deemed it prudent and respectful to formally apprise you of the Assignment to Helios Towers. Please take further notice that:

   a. the Assignment requires no action from you;
   b. the lessee for the purposes of the Agreement shall thenceforth be Helios Towers; and
   c. all rights, obligations and conditions contained in the Agreement remains unchanged and enforceable against Helios Towers as the new lessee.

Change of Contact Details

5. With effect from the Closing Date, Helios's *domicilium citandi et executandi*, and the address for the delivery of all notices under the Agreement, shall be:

   Address: Helios Towers South Africa, Unit D8, First Floor, Block D, El Ridge Office Park, 100 Elizabeth Road, Bartlett, Boksburg, Gauteng, 1459

   Email: HTSALegal@heliostowers.com

   Attention of: Head of Legal

Further Information

6. If you have any questions with the content of this letter please contact:

   Avril van der Rheede
   082 994 0291
   avril@eagletowerssa.com

We look forward to your continuous support and co-operation.

Yours sincerely,



Avril van der Rheede
Chief Executive Officer
Eagle Towers SA (RF) (Pty) Ltd
Duly authorised and warranting such authority
Date: 18 May 2020

7.3.4	APPLICATION TO LEASE PORTION OF ERF 748 FRANSCHHOEK FOR EXISTING TELECOMMUNICATIONS BASE STATION

Collaborator No: **770343**
IDP KPA Ref No: **Good Governance**
Meeting Date: **24 July 2024**

1. SUBJECT:APPLICATION TO LEASE PORTION OF ERF 748 FRANSCHHOEK FOR EXISTING TELECOMMUNICATIONS BASE STATION

2. PURPOSE

To consider the request from Helios Towers (Pty) Ltd for the lease of a portion of Council-owned land for an existing Telecommunications Base Station (previously leased by Eagle Towers). There is also an application on the agenda from GH Building Supplies to lease the rest of this land to park trucks and Tractor Loader Backho and store bulk building supplies.

3. DELEGATED AUTHORITY

In terms of the approved System of Delegations the Executive Mayor, in consultation with the Executive Mayoral Committee, has the delegated authority to consider applications for Lease agreements, up to a contract value not exceeding R5M and not exceeding a period of 10 years.

The Municipal Manager may approve leases of three (3) years and less.

4. EXECUTIVE SUMMARY

A lease agreement was entered into between the Municipality and Eagle Towers on 15 June 2018 for a period of 9 years 11 months where the initial period will be 5 years with the option to renew for a further 4 years and 11 months. The lease agreement pertains to a portion of Erf 748 Franschhoek, also known as the Cabriere Street site. This lease agreement was ceded over to Helios Towers by Eagle Towers and the lease is option to renew for a further period of 4 years and 11 months can be considered as the initial 5 years lapsed in 2023. The property Management Department was informed about the cession agreement between Eagle Towers and Helios Towers during May 2020. Helios Towers has brought an application to exercise the option for the 4 years and 11 months. The original lease was approved by the then Manager Property Management and was not advertised for public comment. It will now be advertised if Council approve the lease in principle and brought back for final consideration.

5. RECOMMENDATIONS

(a) that the portion of Erf 748 Franschhoek be identified as land not needed to provide basic municipal services;

(b) that the request of Helios Towers to lease the portion of erf 748 for the existing Telecommunication base station, be approved in principle, for a period of 4 years 11 months subject to Council advertising the intention for public input and comment;

(c) that the item be returned to Council after the public participation process for final consideration;

(d) that the applicant continues to pay rent for the current structure until a new agreement has been signed; and

(e) that a market related rental to be determined by a valuator before the item returns for final consideration

6. DISCUSSION / CONTENT

6.1 Background

Erf 748, Franschhoek

This property is also known as the Caberiere Street Site and it had a previous lease agreement in place for the existing Telecommunications Base Station. The ownership of this property vests in the Municipality.

6.2 DISCUSSION

6.2.1 Location and context

Hereto attached as **APPENDIX 1** an application received from Helios Towers to lease a portion of Erf 748, Franschhoek. Attached as **APPENDIX 2** the previous lease agreement with Eagle Towers. Attached as **APPENDIX 3** is the letter from Eagle Towers informing the municipality of the cession agreement between themselves and Helios Towers.

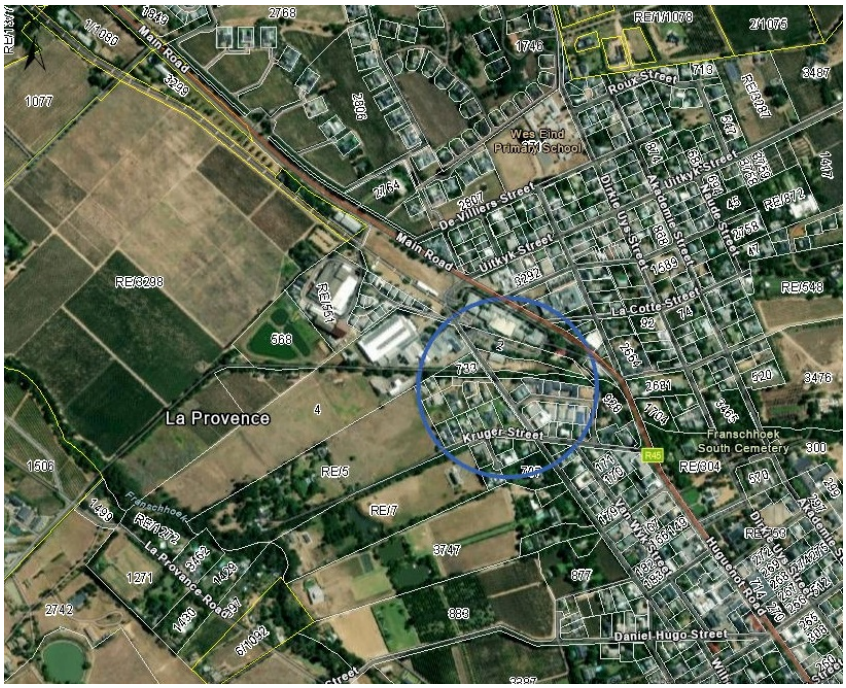


Fig 1: Location and context



Fig 2: The site

6.2 Legal requirements

6.3.1 Municipal Asset Transfer Regulations

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

k) whether the capital asset may be required for the municipality's own use during the period for which the right is to be granted;

l) the extend to which any compensation to be received for the right, together with the estimated value of improvements or enhancements to the asset, will result in a significant financial benefit to the municipality;

m) the (possible) risks and rewards associated with the use in relation to the municipality's interests;

n) Any comments received from the local community, and
o) Compliance with the legislative regime applicable to the proposed granting of the right.

6.3.2 Property Management Policy

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

6.4 Financial implications

Based on the previous agreement, including escalation, the monthly fee payable will be R 8570.00. A new market related rental must be determined by a valuator before the item returns to Council should the option favourably be considered.

6.5 Legal Implications

The legal implications are discussed under 6.2 above. As the proposed term of the lease agreement is 4 years 11 months and the value of the leased property is taken into account the asset transfer regulations are not applicable as it is not seen as long-term rights on council property that are being given.

6.6 Staff Implications

No additional staff implications.

6.7 Previous / Relevant Council Resolutions

Writer has not been able to allocate any previous Mayoral Committee or Council resolutions and the previous agreements were dealt with by the former Manager: Property Management.

6.8 Risk Implications

The risks are addressed in the item.

6.8 Comments from Senior Management

6.8.1 Director: Infrastructure Services

Supports the recommendations.

6.8.2 Director: Planning and Economic Development

The DPED supports the application for lease of a portion of Erf 748 Franschhoek for use as an existing telecommunications base station. As such, the recommendations under paragraph 5 are supported.

6.8.3 Director: Community Services

Supports the recommendations.

6.8.4 CFO

Supports the recommendations.

6.8.5 Municipal Manager (Acting)

Supports the recommendations.

ANNEXURES: **Appendix 1: Application**
Appendix 2: Previous lease agreement
Appendix 3: Cession letter

APPENDIX 1

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STELLENBOSCH
STELLENBOSCH • PNIEL • FRANSCHHOEK
MUNICIPALITY • UMASIPALA • MUNISIPALITEIT

LEASE AGREEMENT APPLICATION FORM

A: APPLICANT'S DETAILS

Name : Helios Towers (Pty) Ltd South Africa

Physical address: [redacted]
Vorna Valley
Midrand
Postal code: 2196

Mailing address: [redacted]
Vorna Valley
Midrand
Postal code: 2196

E-mail address: [redacted]

Telephone: [redacted]

Cell phone: [redacted]

B: PROPERTY DETAILS OF APPLICANT

Erf/farm number: Erf 748,

Suburb: Franschhoek

Town: Franschhoek

DocuSign Envelope ID: AA2F6EC8-95F4-447A-A46C-2A0E0FEC9800

C: PROPERTY DETAILS OF LEASE AREA

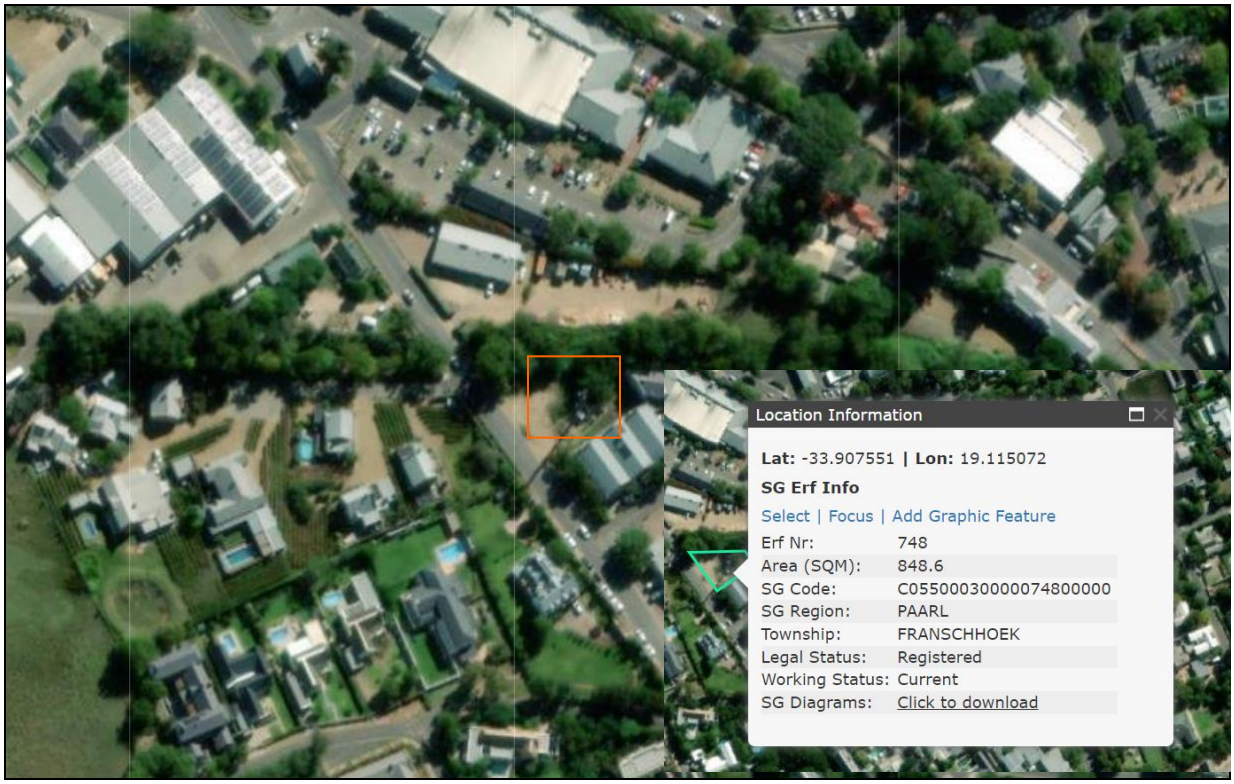
Erf/farm number : Erf 748

Suburb: Franschhoek

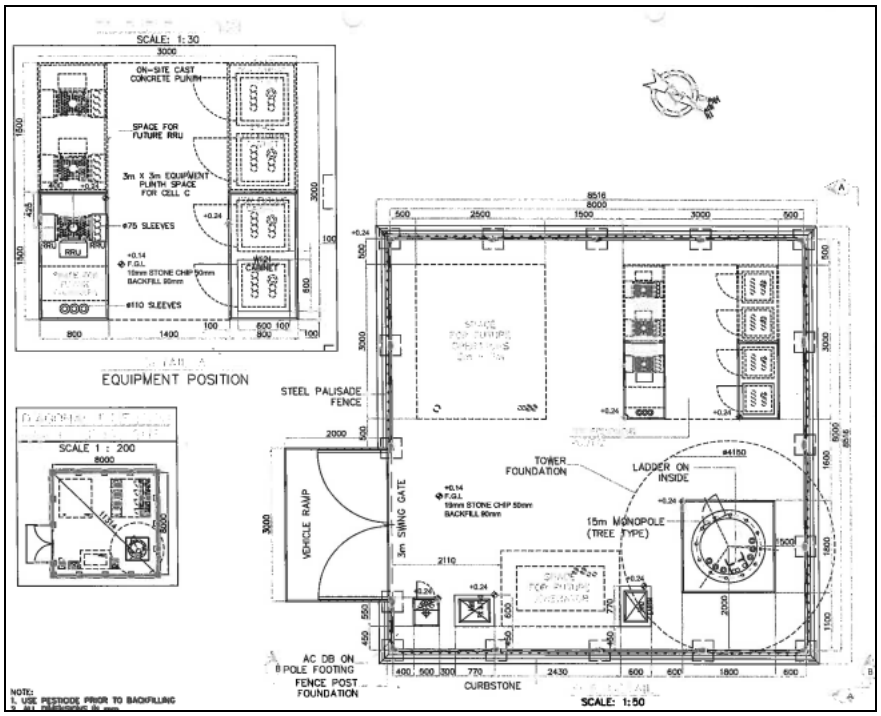
Town: Franschhoek

Area of encroachment: 8m x 8m = 64m²

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



DocuSign Envelope ID: AA2F6EC8-95F4-447A-A46C-2A0E0FEC9800



D: TYPE OF APPLICATION:

Please mark the appropriate block

For commercial purposes, other than for parking	☐
For commercial parking purposes,	☐
For residential parking purposes	☐
For non-commercial purposes (such as garden purposes, gates,ect)	☐
For projecting structures onto street reserves	☐
For projecting structures onto other council-owned land	☐
Other: please provide description: Lease renewal for existing Telecommunication Base Station	x

Brief description of application:

Application to renew the lease agreement for Erf 748, Franschhoek, pertaining to the existing telecommunication base station referred to or known as ZAWC0088 Cabriere Street Franschhoek.

DocuSign Envelope ID: AA2F6EC8-95F4-447A-A46C-2A0E0FEC9800

Motivation:

The initial lease agreement between Stellenbosch Municipality and Eagle Towers was ceded over to Helios Towers (Pty) Ltd. The lease is now up for renewal.

Helios Towers (Pty) Ltd would like to commence with the renewal process for this existing site, based on the terms presented in the Helios Towers (Pty) Ltd lease agreement, subject to Stellenbosch Municipality's review and approval.

E: LIST OF ATTACHEMENTS AND SUPPORTING DOCUMENTS

Please mark the appropriate box

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

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

Applicant's signature: DocuSigned by: 23E291E893674C9... Date: 17-May-2024

Full name: Marinus Gieselbach

DocuSign Envelope ID: AA2F6EC8-95F4-447A-A46C-2A0E0FEC9800

FOR OFFICIAL USE

- The application was considered on ……..by……
- The application was

☐ **APPROVED** ☐ **NOT APPROVED**

Conditions (if any): ……

……

……

Applicant was informed of outcome on ……..

…… ……

SIGNATURE OF RESPONSIBLE OFFICIAL **DATE**

Name:……

***If approved**

☐ Encroachment fee paid

☐ Lease Agreement signed

☐ Agreement/Permit processed on Contract Management System

…… ……

SIGNATURE OF RESPONSIBLE OFFICIAL **DATE**

Name:……

APPENDIX 2

LEASE AGREEMENT

BETWEEN

STELLENBOSCH MUNICIPALITY

AND

K2015430588 (SOUTH AFRICA)(RF)(PTY) LTD

Trading As:

EAGLE TOWERS

Lessor's lease identification name and/or number	**STELLENBOSCH MUNICIPALITY**
Lessee's lease identification name	**CABRIERE STREET FRANSCHHOEK**
Lessee's lease identification number	**ETSA 0038**

Initials of Lessor, Lessee and witnesses

LEASE AGREEMENT

1. PARTIES

1.1. The parties to this Agreement are **STELLENBOSCH MUNICIPALITY** (hereinafter referred to as the "Lessor", further information in respect of whom is recorded in Annexure 1); and

1.2. **K2015430588 (South Africa)(RF)(Pty) Ltd t/a Eagle Towers**, a private company duly registered in South Africa with **Company Registration Number 2015/430588/07** (herein after referred to as the "Lessee").

2. PREAMBLE

The Lessee wishes to hire certain premises from the Lessor and the Lessor wishes to let such premises to the Lessee, further to which the parties have agreed the terms and conditions detailed herein.

3. DEFINITIONS AND INTERPRETATION

In this Agreement and all appendices hereto, unless inconsistent with or otherwise indicated by the context

3.1. **"Agreement"** means this lease agreement together with all appendices hereto;

3.2. **"Equipment"** means any or all, as the context indicates, of the structures, equipment and components provided for in Clauses 9.1 to 9.2;

3.3. **"install"** means to install, erect, construct or affix and, **"installed"**, **"installing"** and **"installation"** shall have corresponding meanings;

3.4. **"Lease Commencement Date"** means the date upon which the lease of the Premises commences, as recorded in Annexure 1;

3.5. **"Lease Termination Date"** means the date upon which the lease of the Premises terminates, as recorded in Annexure 1;

3.6. **"Premises"** means the portion of the Property leased by the Lessee in terms of this Agreement, further information in respect of which is recorded in Annexures 1 and 2; and

3.7. **"Property"** means the property, being either a portion of land or, a building or other structure, upon or within which the Premises are situated, further information in respect of which is recorded in Annexure 1.

3.8. The headings of the clauses in this Agreement are for the purpose of convenience and reference only and shall not be used in its interpretation.

3.9. Unless inconsistent with or otherwise indicated by the context, words used in this Agreement importing any one gender include the other two genders; the singular include the plural and vice versa; and natural persons include created entities (incorporated or unincorporated) and vice versa.

3.10. Where in this Agreement a reference is made to the Lessee, it shall include, unless the context indicates otherwise, the Lessee's employees, agents, contractors and/or duly authorized representatives;

3.11. a reference is made to the Lessor, it shall include, unless the context indicates otherwise, the Lessor's employees, agents, contractors and/or duly authorized representatives;

3.12. any number of days is prescribed, same shall be reckoned exclusively of the first and inclusively of the last day unless the last day falls on a Saturday, Sunday or public holiday, in which case the last day shall be the succeeding day which is not a Saturday, Sunday or public holiday;

3.13. any amounts or values are referred to, same shall be exclusive of Value Added Tax; and the consent or approval of either party is required for any purpose, same shall, unless otherwise indicated by the context, refer to the prior written consent of such party, which consent shall not be unreasonably withheld.

4. LEASE OF THE PREMISES

The Lessor herewith lets the Premises to the Lessee, which Premises the Lessee hires from the Lessor.

5. TERM AND RENEWAL OF THE LEASE

5.1. The term of this Agreement shall be for the Initial Lease Period as recorded in Annexure 1, commencing on the Lease Commencement Date and terminating on the Lease Termination Date.

5.2. The Lessee shall have the option to renew this Agreement on the same terms and conditions for the Option Lease Period as recorded in Annexure 1, which option shall be exercisable by the Lessee by way of written notice to the Lessor given not later than thirty (30) days prior to the expiration of the Initial Lease Period; provided that the Lessee is not at the time of the exercise of the option in breach of any of the terms of this Agreement.

6. USE OF THE PREMISES

6.1. The Premises shall, unless otherwise approved by the Lessor, only be used for the installation and operation of electronic communications equipment, as further detailed herein.

6.2. Subject to the foregoing limitation on usage of the Premises and to the terms and conditions generally of this Agreement, the Lessee shall, on written notice to the Lessor, be entitled to allow any other communications entity to share the Premises with Eagle Towers and to install and operate their own Equipment. Such allowance by the Lessee shall not establish any rights or obligations between the Lessor and such entity and shall not release the Lessee from any of its obligations in terms of this Agreement. For the avoidance of doubt, this clause is not applicable to and notice shall not be required in instances where the Lessee's Equipment installed on the Premises is being indirectly utilized by another communications entity further to a network roaming relationship existing between the Lessee and such entity.

7. RENTAL, ELECTRICITY AND OTHER PAYMENTS

7.1. The Lessee shall pay to the Lessor the rental and other amounts as set out in Annexure 1.

7.2. The rental amounts payable to the Lessor shall escalate annually on each anniversary of the Lease Commencement Date at the rate recorded in Annexure 1. If charges in respect of the

Initials of Lessor, Lessee and witnesses

consumption of electricity at the Premises are payable to the Lessor in fixed amounts, same shall escalate annually together with the rental amounts; provided that further adjustments may be made if and when the supplier of the electricity increases its rates to the Lessor.

7.3. All rental and other amounts payable to the Lessor shall unless otherwise provided for herein or in Annexure 1, be paid on a monthly basis on or before the first (1st) day of the start of each period; provided that, for administrative reasons, the first payment in respect of such amounts shall be made not later than the sixtieth (60th) day of the Lease Commencement Date; and

7.4. be paid, free of bank exchange and without deduction or set-off, into the Lessor's or other nominated bank account by way of direct deposits or electronic funds transfers; provided that the Lessee is in receipt of a banking indemnity form, duly completed and signed by the Lessor, and stamped by its bank. The Lessor may at any time amend its banking details by written notification to the Lessee by providing it with a duly completed, signed and stamped banking indemnity form indicating the amended details.

7.5. As indicated in Annexure 1, the charges in respect of the consumption of electricity at the Premises shall be payable by the Lessee either directly to the supplier of the electricity or to the Lessor and, if payable to the Lessor, shall be paid in varying monthly amounts based on actual metered consumption, within thirty (30) days from the date of receipt of invoice by the Lessee. Invoices, which shall be based on the readings of metering equipment to be installed, shall be generated and delivered to the Lessee either by a third party contracted by the Lessee to perform such functions or by the Lessor. Where invoices are to be generated and delivered by the Lessor, such shall

7.6. specify that the invoice is for the consumption of electricity and, contain the Lessee's identification name and number of the Premises as set out on the cover page of this Agreement as well as in Annexure 1;

7.6.1. be accompanied by proof of the meter readings;

7.6.2. not be pre-dated or post-dated; and

7.6.3. be sent to the Lessee by pre-paid post and/or E-mail to the addresses recorded in Annexure 1.

7.7. If the Lessor is obliged to pay Value Added Tax ("VAT") in respect of rental and other amounts received by it in terms of this Agreement, it shall provide the Lessee with a copy of its VAT registration certificate, further to which the Lessee shall pay relevant VAT amounts to the Lessor.

7.8. In the event of the early termination of this Agreement through no fault of the Lessee, the Lessee shall be entitled to a pro rata refund of such rental and/or other amounts paid by it in advance.

8. SUITABILITY OF THE PREMISES

The Lessor does not warrant that the Premises or any utility services provided to it are fit and adequate for the purposes of the Lessee or, if fit and adequate at the Lease Commencement Date, that same shall remain so throughout the currency of this Agreement.

9. EQUIPMENT ON THE PREMISES

Permissions and consents to install and operate Equipment

9.1. The Lessee shall at its own cost apply for and use its best endeavours to obtain all municipal, environmental and other permissions and consents necessary for the installation and operation of its Equipment on the Premises. Should the Lessor's cooperation or approval be required in support of any such applications, the Lessor undertakes to provide such without delay.

9.2. Should any necessary permission or consent not be obtained within a reasonable period after the Lessee has applied therefore, or should any such permission or consent, having been granted, be suspended or revoked by the relevant authority, the Lessee shall be entitled to terminate this Agreement by giving the Lessor not less than thirty (30) days' written notice.

10. INSTALLATION OF EQUIPMENT

10.1. The Lessee shall be entitled, at its own cost and expense, and without seeking any specific approvals from the Lessor, to install, as applicable, any or all of the following Equipment on or at the Premises:

10.2. a communications mast or tower, the maximum height of which is indicated in Annexure 2;

10.3. communications antennas and dishes, as well as all ancillary equipment required for the operation thereof;

10.4. an equipment room, being a container, room or other defined space on the Premises, in which parts of the Equipment are to be housed or situated;

10.5. foundations, flooring, paving, cabling, piping, wiring, fittings, fixtures and related accessory structures or components as may be necessary to support the installation and/or operation of parts of the Equipment;

10.6. perimeter structures, equipment and/or warning signs, as may be necessary for security and safety purposes; and signage identifying the Lessee and/or the communications entity sharing the Premises with it.

10.7. The foregoing entitlement shall include the right to, from time to time, change or upgrade the Equipment installed on the Premises and to install additional Equipment; provided that any change, upgrade or addition does not require the Premises to be increased in size or, if applicable, in any way affect internal structural aspects of the building or other structure on which it may be located. Should any change, upgrade or addition require the Premises to be increased in size or potentially have an effect on internal structural aspects of the building or other structure, such change, upgrade or addition shall only be effected with the consent of the Lessor.

10.8. Relevant details of the initial Equipment to be installed on the Premises by the Lessee, the position of such Equipment on the Premises and the location of the Premises on the Property, if applicable, are provided for in Annexure 2.

10.9. The Lessee shall be allowed to lay such cables, pipes and wires across the Property to the Premises as it may deem necessary for the operation of its Equipment installed on the Premises, subject to the Lessor's directives as to their position and/or route.

11. OWNERSHIP AND REMOVAL OF EQUIPMENT

All the Lessee's Equipment installed on the Premises shall be and remain the property of the Lessee and shall at all times be regarded as movable property. The Lessee shall, at its cost at the termination of this Agreement, for whatever cause, remove all such Equipment and restore the

Initials of Lessor, Lessee and witnesses

Premises to the good order and condition in which they were at the Lease Commencement Date, fair wear and tear excepted.

12. RELOCATION OF EQUIPMENT

Should the Lessor at any time wish to develop the Property, including alterations or renovations to the building upon or within which the Premises may be situated, and such development, alteration or renovation negatively impact the position or operation of the Lessee's Equipment installed on the Premises, it shall provide the Lessee with at least twelve (12) months' written notice in this regard. Following such notice, the parties shall meet and use their best endeavours to make suitable alternative arrangements to accommodate such Equipment during the development, alteration or renovation, including such arrangements as may be reasonable pertaining to the cost of relocating such Equipment. Failing agreement in this regard, the Lessee shall be entitled to terminate this Agreement by giving the Lessor not less than thirty (30) days' written notice. In light of the high construction costs incurred by the Lessee in installing its Equipment on the Premises, the Lessor warrants that it shall not undertake any development, alteration or renovation that may impact the Equipment as contemplated above, for a period of three (3) years from the Lease Commencement Date.

13. INTERFERENCE WITH EQUIPMENT

In order to avoid electromagnetic or other interference with the Lessee's Equipment installed on the Premises, the Lessor shall not, unless compelled thereto by law, without first advising the Lessee, allow any other communications entity to install and operate any electronic communications equipment at or on the Property.

14. ELECTRICAL AND OTHER POWER SUPPLY TO THE PREMISES

14.1. All costs in relation to the supply and consumption of electricity to or on the Premises, including the supply and installation of metering equipment, if required, shall be paid by the Lessee.

14.2. The detail pertaining to the provision of electrical power to the Premises, if applicable, shall be determined by Eskom and/or the relevant local or other authority.

14.3. As a constant supply of electrical power to the Premises is critical to the operation of the Lessee's Equipment installed on the Premises, the Lessor shall at all times use its best endeavours to ensure that all amounts due and payable by it in respect of the supply of electrical power to the Property and/or the Premises are timeously paid by it to the relevant supplier.

14.4. The Lessee shall be entitled, if required and at its cost, to upgrade the electricity supply to the Premises and shall in all events that it alters any electrical installation on the Property or the Premises provide the Lessor with an electrical compliance certificate.

14.5. Should the electrical power supply to the Premises for any reason become unavailable, the Lessee shall be entitled to deploy generators at the Premises and to operate same for the period during which the electrical power supply remains unavailable. The deployment of generators shall be subject to the Lessor's consent with respect to the positioning thereof; provided that same shall not be required in emergency situations. The Lessee shall in the deployment and operation of a generator comply with all relevant laws and by-laws, as well as safety and fire regulations, and use its best endeavours to ensure that it does not create an impediment or nuisance to other occupants of the Property.

14.6. The Lessor shall not, without the consent of the Lessee, attach any electrical or other appliance to the electrical system supplied for the purposes of the operation of the Lessee's Equipment installed on the Premises, or interfere, alter or do any repairs to such electrical system. Should the Lessor for any reason wish to attach any electrical or other appliances to such electrical system or wish to alter or do any repairs to such system, it shall give the Lessee not less than fourteen (14) days written notice of its intention in this regard. Following such notice, the Lessee shall either arrange for the execution of such works as the Lessor wants done or make such other arrangements in connection therewith as may be reasonably acceptable to the Lessor. Should the Lessee fail to act as aforesaid, the Lessor shall be entitled to make its own arrangements in order to have the works executed.

15. ACCESS TO THE PREMISES

15.1. The Lessee shall be allowed access to the Premises on a twenty-four (24) hour basis any day of the week and the Lessor shall not for any reason refuse or prevent such access. The Lessee shall use its best endeavours to conduct all maintenance and other activities that are required to be done at the Premises during normal business hours, but equipment failures or other emergency situations may necessitate that work be done outside of such hours.

15.2. Should the Lessee be required to gain access to the Premises and/or the Property via a gated or similarly controlled entrance, it shall ensure that such gate or entrance is properly secured whenever it enters or departs from the Premises or the Property.

15.3. When accessing the Property, the Lessee shall respect and abide by the Lessor's security arrangements, provided that such do not seek to prevent or refuse access, and the Lessee shall not obstruct or impede any activities on the Property.

15.4. Should the Premises only be accessible via an access road across the Property, the Lessee shall

15.5. if such access road exists, be entitled to the use of such access road; and

15.6. if such access road does not exist or exists but does not extend fully to the Premises, be entitled to construct an access road or part thereof along a route to be agreed with the Lessor. In such instance the Lessee shall be responsible for the maintenance of the access road or part thereof constructed by it.

15.7. The Lessor grants to the Lessee, for the duration of this Lease and any renewal thereof, a right of way and servitude from the entrance gate to the premises and which right of way and servitude the Lessee may at its election register at the Deeds Office subject only to the Lessee maintaining that right of way and on termination of the Lease restoring the property to the state which it existed at date of commencement of the Lease.

16. ADDITIONS OR ALTERATIONS TO THE PREMISES BY THE LESSEE

Save as provided for in Clause 9, the Lessee shall not, without the consent of the Lessor, make any additions or alterations whatsoever to the Premises. Should the Lessor grant such consent, all additions or alterations shall be effected by the Lessee at its cost and the Lessee shall, should it or the Lessor so require, at its cost at the termination of this Agreement, remove all additions or alterations and restore the Premises to the good order and condition in which they were at the Lease Commencement Date, fair wear and tear excepted.

Initials of Lessor, Lessee and witnesses

17. DESTRUCTION OF OR DAMAGE TO THE PREMISES

17.1. In the event of the Property or the Premises being destroyed or damaged, through any cause

17.2. to the extent that the Premises become un-tenantable, this Agreement shall automatically terminate with effect from the date of such occurrence, unless the parties are able to negotiate alternative arrangements, including the temporary suspension of the Agreement, whilst the Lessor rebuilds or repairs the Property or the Premises; and

17.3. to the extent that the Premises remain tenantable, this Agreement shall not terminate. If the Lessor in such circumstances decides to rebuild or repair the destroyed or damaged portion of the Property or Premises, it shall do so with reasonable expedition and the Lessee shall be entitled to a reduction of the rental payable by it pro rata to the extent to which it may be deprived of the beneficial occupation of the Premises.

17.4. The costs of rebuilding or repair of the Property or the Premises shall be for the Lessor's account, unless the destruction or damage was caused by the wilful or negligent act or omission on the part of the Lessee, in which case such costs shall be for the Lessee's account. The Lessee shall have no claim of any nature against the Lessor as a result of the destruction or damage of the Premises, unless such destruction or damage was due to wilful misconduct or gross negligence on the part of the Lessor.

18. LIABILITY, INDEMNITY, FORCE MAJEURE AND INSURANCE

18.1. The Lessor shall not be liable for any loss, damage, injury or cost which may be suffered or incurred by the Lessee, nor shall the Lessee be entitled to withhold any rental payments, as a result of any failure, malfunctioning or interruptions in the supply of electricity, water or any other service or by reason of the Premises or any part of the Property being in a defective condition or falling into disrepair, arising from any cause whatsoever, other than due to wilful misconduct, gross negligence or a breach of a term of this Agreement on the part of the Lessor.

18.2. The Lessee herewith indemnifies and holds the Lessor harmless against any loss, damage, injury, cost or liability that may be suffered or incurred by the Lessor arising from any action, proceeding or claim that may be instituted by any person against the Lessor as a result of the Lessee's lease of the Premises, unless such action, proceeding or claim arose from wilful misconduct, gross negligence or a breach of a term of this Agreement on the part of the Lessor.

18.3. Any damage that may be caused to the Premises or the Property as a result of any act or omission of the Lessee shall be made good by the Lessee at the Lessee's cost.

18.4. Neither party shall be liable to the other for any inability to perform or for delayed performance in terms of this Agreement, should such inability or delay arise from any cause beyond the reasonable control of such party (hereinafter referred to as a "force majeure event"); provided that the existence of such force majeure event has been drawn to the attention of the other party within a reasonable period of time of the occurrence thereof. If the force majeure event continues for more than six (6) months from the date of notification thereof and such event prevents the affected party from performing its obligations in terms of this Agreement, the unaffected party shall be entitled to terminate this Agreement by giving the other party not less than thirty (30) days' written notice.

18.5. Notwithstanding anything to the contrary contained in this Agreement, neither party shall, under any circumstances, be liable for any indirect, special and/or consequential damages suffered by the other party.

Initials of Lessor, Lessee and witnesses

18.6. The Lessee shall ensure that it is at all relevant times properly insured against all public liability and other risks that may arise from or be associated with the lease of the Premises and shall not do or omit to do anything which may affect any insurances policy which the Lessor may have in place in respect of the Property or premiums payable in respect thereof.

19. EARLY TERMINATION BY THE LESSEE

19.1. Should the Lessee or its tenant's

19.2. licence to operate a communications network be suspended or terminated for whatever reason;

19.3. Equipment installed on the Premises becomes outdated owing to technological development and not be economically replaceable or upgradable;

19.4. network be rearranged or any major changes made to it, making for its Equipment installed on the Premises to become redundant; or

19.5. Equipment installed on the Premises be measurably interfered with by buildings or other structures erected in close proximity to the Premises, or by electronic communications equipment installed by another communications entity at or on the Property, after the Lease Commencement Date,

19.6. the Lessee shall be entitled to terminate this Agreement by giving the Lessor not less than thirty (30) days' written notice.

20. BREACH OF THE AGREEMENT AND HOLDING-OVER BY THE LESSEE

20.1. Should the Lessee

20.2. fail to pay rental or any other amounts due by it in terms of this Agreement on the due date and thereafter fail to make payment thereof within thirty (30) days after receipt of the Lessor's written notice requiring such payment to be made;

20.3. breach any material term of this Agreement and fail to remedy such breach within thirty (30) days after receipt of the Lessor's written notice requiring such breach to be remedied; or

20.4. be liquidated or sequestrated (whether provisionally or finally) or placed under judicial management or business rescue, or any steps be taken to accomplish any of the foregoing, the Lessor shall be entitled, without prejudice to any other rights or remedies to which it may be entitled at law or in terms of this Agreement, to forthwith terminate this Agreement.

20.5. Should the Lessor breach any material term of this Agreement and fail to remedy such breach within thirty (30) days after receipt of the Lessee's written notice requiring such breach to be remedied, or should the Lessor be liquidated or sequestrated (whether provisionally or finally) or placed under judicial management or business rescue, or any steps be taken to accomplish any of the foregoing, the Lessee shall be entitled, without prejudice to any other rights or remedies to which it may be entitled at law or in terms of this Agreement, to forthwith terminate this Agreement.

Initials of Lessor, Lessee and witnesses

20.6. Should the Lessor terminate this Agreement and the Lessee dispute the Lessor's right to do so and remain in occupation of the Premises pending the determination of such dispute, the Lessee shall continue to pay all amounts due to the Lessor in terms of this Agreement on the due dates thereof and the Lessor shall be entitled to accept and recover such payments, without prejudice to the Lessor's claim for cancellation then in dispute. Should the dispute be determined in favour of the Lessor, such payments shall be deemed to be amounts paid by the Lessee on account of damages suffered by the Lessor further to the unlawful holding over of the Premises by the Lessee.

21. GENERAL OBLIGATIONS OF THE LESSEE

21.1. The Lessee shall at all times comply with all laws (including the provisions of the Occupational Health and Safety Act, 1993 (Act No. 85 of 1993), and regulations issued thereunder), by-laws, ordinances, proclamations and regulations relating to the tenancy of the Premises, in particular also those relating to firefighting appliances on the Premises, as well as any specific rules or regulations that the Lessor may reasonably impose.

21.2. The Lessee shall not knowingly contravene any conditions of the title deed of the Property. In this regard the Lessor shall notify the Lessee of any specific conditions that the Lessee should be aware of.

22. GENERAL OBLIGATIONS OF THE LESSOR

22.1. The Lessor shall notify any prospective purchaser of the Property of the existence of this Agreement and shall, upon the sale of the Property, furnish the Lessee with the full particulars of the purchaser. The obligation of the Lessor shall further be to comply with the provisions set out in 26.2 below.

22.2. Should this Agreement be managed by an agent on behalf of the Lessor, the Lessor shall provide the Lessee with details of such agent and shall also update such details in the event of a change of agent.

23. DISPUTE RESOLUTION AND JURISDICTION

23.1. Any dispute arising from or in connection with this Agreement shall be finally resolved in accordance with the Rules of the Arbitration Foundation of Southern Africa by an arbitrator or arbitrators appointed by the Foundation. Nothing herein contained shall, however, preclude either of the parties from approaching a court of competent jurisdiction for an interdict or for relief on an urgent basis.

23.2. The parties hereby consent in terms of section 45 of the Magistrate's Courts Act, 1944 (Act No. 32 of 1944), (or any similar section of an act replacing such Act) to the jurisdiction of the Magistrate's Court for the purpose of any proceedings in terms of or incidental to this Agreement, notwithstanding that the amount claimed or the value of the matter in dispute may exceed such jurisdiction; provided that either party shall, at its option, have the right to institute proceedings in any division of the High Court having jurisdiction.

24. DOMICILIA AND NOTICES

24.1. The parties choose as their domicilia citandi et executandi their respective addresses set out in this clause for all purposes arising out of or in connection with this Agreement, at which addresses all processes and notices arising out of or in connection with this Agreement may validly be served or delivered.

Initials of Lessor, Lessee and witnesses

24.2. For purposes of this Agreement the parties' respective addresses shall be

24.2.1. as regards the Lessor, at the address recorded in Annexure 1; and

24.2.2. as regards the Lessee, at Eagle Towers, 31 White Heart Street, Jamestown, Stellenbosch, 7600.

24.2.3. or at such other address, not being a post office box or poste restante, of which the party concerned may notify the other in writing.

24.3. All notices given in terms of this Agreement shall be in writing and shall be deemed, until the contrary is proved

24.3.1. if delivered by hand, to have been received by the addressee on the day of such delivery;

24.3.2. if transmitted by facsimile, to have been received by the addressee on the day after such transmission; and

24.3.3. if posted by prepaid registered post, to have been received by the addressee on the fourteenth (14th) after such posting.

24.4. Notwithstanding anything to the contrary contained in this Agreement, a written notice or communication actually received by one party from the other shall be adequate written notice or communication to such party.

25. GENERAL

25.1. Should either party require the registration of this Agreement against the title deeds of the Property, the parties shall cooperate with one another in good faith to effect such, on the understanding that all costs in relation thereto shall be for the account of the party requesting the registration.

25.2. Unless otherwise agreed, no addition to or variation, consensual cancellation or novation of this Agreement and no waiver of any right arising from this Agreement or its breach or termination shall be of any force or effect unless reduced to writing and signed by both parties. For purposes hereof "writing" shall exclude any written document that is in the form, either wholly or partially, of a data message as defined in the Electronic Communications and Transactions Act, 2002 (Act No. 25 of 2002), and "signed" shall mean a signature executed by hand with a pen without any electronic process or intervention.

25.3. If any provision of this Agreement is declared by a competent court to be unenforceable, illegal, void or contrary to public policy, such declaration shall have no effect upon the binding force or effectiveness of any of the remaining provisions of this Agreement, it being the intention and declaration of the parties that had they known of such unenforceability, illegality, invalidity or that the provision was contrary to public policy, they would nevertheless have entered into this Agreement, containing all such remaining provisions.

25.4. The parties shall regard the terms of this Agreement, anything done pursuant to it and all information concerning the other which may come to its knowledge as a result of the discussions leading to this Agreement, as confidential information and shall safeguard and prevent the unauthorised use or disclosure of such information using the same standard of care used to safeguard and prevent the unauthorised use or disclosure of its own information of a confidential nature, but in all events at least applying a reasonable standard of care; provided that neither party shall be obliged to safeguard and prevent the use or disclosure of such confidential

Initials of Lessor, Lessee and witnesses

information where such information has already been disclosed or published to the general public other than as a result of a breach of the terms of this clause. The provisions of this clause shall not apply to the disclosure or publication of such confidential information for the purpose of any legal proceedings or the listing on any stock exchange.

25.5. Each party shall be responsible for its own legal and other costs incidental to the preparation and execution of this Agreement.

25.6. This Agreement constitutes the whole agreement between the parties as to the subject matter hereof and no agreements, representations or warranties between the parties regarding the subject matter, other than those set out herein, shall be binding on them.

25.7. Each party warrants to the other that it has the necessary rights and authorities to enter into and perform its obligations in terms of this Agreement. In particular, the Lessor warrants to the Lessee that it is the owner or lawful lessor of the Property and that it is lawfully entitled to enter into this Agreement and grant to the Lessee the rights provided for herein, further to which it indemnifies the Lessee against any claim, damage or cost arising from any legal proceedings that may be instituted against it by any third party proving superior title to the Property.

26. TRANSFER, SUBLEASE, CESSION AND ASSIGNMENT OF AGREEMENT

26.1. The Lessee shall be entitled to cede and assign its rights and/or delegate its obligations arising from this Agreement to any third party without the written consent of the Lessor first being obtained and the Lessor agrees to the substitution of a new Lessee in this regard (where applicable).

26.2. The Lessor shall have the right to transfer, cede or assign its rights under this Lease in respect of the Premises to a third party, it is a condition to any such transfer, cession or assignment that the Lessor adheres to 26.2.1, 26.2.2 and 26.2.3 below. In addition the Lessor shall have the right to alienate, sell or dispose of the Property on which the premises is located. It is a condition to any such transfer, cession, assignment, alienation, sale or disposition

26.2.1. that written prior notice of such transfer being given by the Lessor to the Lessee and

26.2.2. that the Lessor discloses to the successor in title or new owner the existence of this Lease and its enforceability on such party

26.2.3. that any such successor in title or new owner undertakes in writing to and in favour of the Lessee to comply with the terms of this Lease.

Initials of Lessor, Lessee and witnesses

27. SUPPORTING DOCUMENTATION

The following documents shall form part of this Agreement and be attached hereto:

27.1. In the event that the Lessor is a natural person

27.2. a copy of his identity document; and

27.3. proof of his tax reference number;

27.4. In the event that the Lessor is a corporate entity

27.5. a copy of its certificate of incorporation;

27.6. a copy of its VAT registration certificate;

27.7. a copy of a resolution or other document authorizing the signatory to enter into this Agreement on its behalf; and

27.8. In both of the foregoing events

27.9. proof of ownership of the Property or of the right to let same; and

27.10. a completed, signed and stamped banking indemnity form.

FOR AND ON BEHALF OF THE LESSOR

Signed at Stellenbosch on 14 of June 2018

Signature:

Full name in block letters: Petrus Hendrikus Smit

Signature of witness:

Full name in block letters: Lorelle Adams

FOR AND ON BEHALF OF THE LESSEE

Signed at STELLENBOSCH on 15 JUNE 2018

Signature:

Full name in block letters: AVRIL JAMES VAN DER RHEEDE

(MD EAGLE TOWERS)

Signature of witness:

Full name in block letters: JEROME GEORGE DAVIDS

EAGLE TOWERS SA

ANNEXURE 1

INFORMATION RELATING TO PROPERTY AND PREMISES

LESSOR'S LEASE IDENTIFICATION NAME, ADDRESS AND/OR NUMBER (IF APPLICABLE)	ERF 748 FRANSCHHOEK
	TITLE DEED NO. T70535/1990
LESSEE'S LEASE IDENTIFICATION NAME	CABRIERE STREET FRANSCHHOEK
LESSEE'S LEASE IDENTIFICATION NUMBER	ETSA 0038
LESSEE'S RESPONSIBLE REGION	WESTERN CAPE
STREET ADDRESS AND, IF APPLICABLE, DESCRIPTION, OF LEASE PROPERTY	59 CABRIERE STREET
	FRANSCHHOEK
ERF NUMBER OF PROPERTY	ERF 748 FRANSCHHOEK
SIZE IN SQUARE METRES AND, IF APPLICABLE, DESCRIPTION, OF PREMISES	
	AS PER DRAWINGS

INFORMATION RELATING TO LESSOR

FULL NAMES	STELLENBOSCH MUNICIPALITY
DOMICILIUM ADDRESS	TOWNHALL COMPLEX,
	PLEIN STREET,
	STELLENBOSCH
POSTAL ADDRESS	PO BOX 17
	STELLENBOSCH
	7600
E-MAIL ADDRESS	Piet.smit@stellenbosch.gov.za

CONTACT NAME	Piet Smit	CONTACT NAME 2	
WORK NUMBER	021 808 8189	WORK NUMBER	
FAX NUMBER	/	FAX NUMBER	
CELL NUMBER	084 501 506 5	CELL NUMBER	

RENTAL PAYEE NAME	
POSTAL ADDRESS	PO box 17
	Stellenbosch
BANK NAME	NEDBANK
BRANCH NAME	STELLENBOSCH
BRANCH CODE	198 765
ACCOUNT TYPE	Cheque
ACCOUNT HOLDER NAME	Stellenbosch Municipality
ACCOUNT NUMBER	115 2271 679
COMPANY REGISTRATION NUMBER	/
VAT PAYABLE	YES/NO
VAT REGISTRATION NUMBER	4 700102 181

Initials of Lessor, Lessee and witnesses

EAGLE TOWERS SA

	ANNEXURE 1 (Continued)

LEASE DETAILS

LEASE COMMENCEMENT DATE	On break of ground
LEASE TERMINATION DATE	9 years, 11 months thereafter
INITIAL LEASE PERIOD	5 years
OPTION LEASE PERIOD	4 years, 11 months

INFORMATION RELATING TO ELECTRICITY SUPPLIER AND CONSUMPTION CHARGES

SUPPLIER OF ELECTRICITY	
ELECTRICITY PAYEE NAME	K2015430588 (Pty) Ltd
POSTAL ADDRESS	Suite 35, Private Bag X4
	Die Boord, 7613
BANK NAME	First National Bank
BRANCH NAME	Stellenbosch
BRANCH CODE	200610
ACCOUNT TYPE	Current
ACCOUNT HOLDER NAME	K2015430588 (Pty) Ltd
ACCOUNT NUMBER	62577146642
COMPANY REGISTRATION NUMBER	2015/430588/07
VAT PAYABLE	YES/NO
VAT REGISTRATION NUMBER	4070273943
NAME OF ENTITY OR PERSON RESPONSIBLE FOR GENERATION AND DELIVERY OF IN-VOICES	
LESSEE'S POSTAL AND E-MAIL ADDRESSES FOR DELIVERY OF INVOICES	POST: Suite 35, Private Bag X4, Die Boord, 7613. Eagle Towers, E-MAIL: avril@eagletowerssa.com
	POST: THE PROPERTY ADMINISTRATOR, Eagle Towers, Suite 35, Private Bag X4, Die Boord, 7613

RENTAL AND OTHER AMOUNTS

	RENTAL	ELECTRICITY CON-SUMPTION	ACCESS	ELECTRICITY ACCESS	SUNDRY
AMOUNT	~~R6 000.00~~ R6 300	METERED	24/7	24/7	N/A
FREQUENCY	Monthly	Monthly	N/A	N/A	N/A
METHOD OF PAYMENT	EFT	EFT	N/A	N/A	N/A

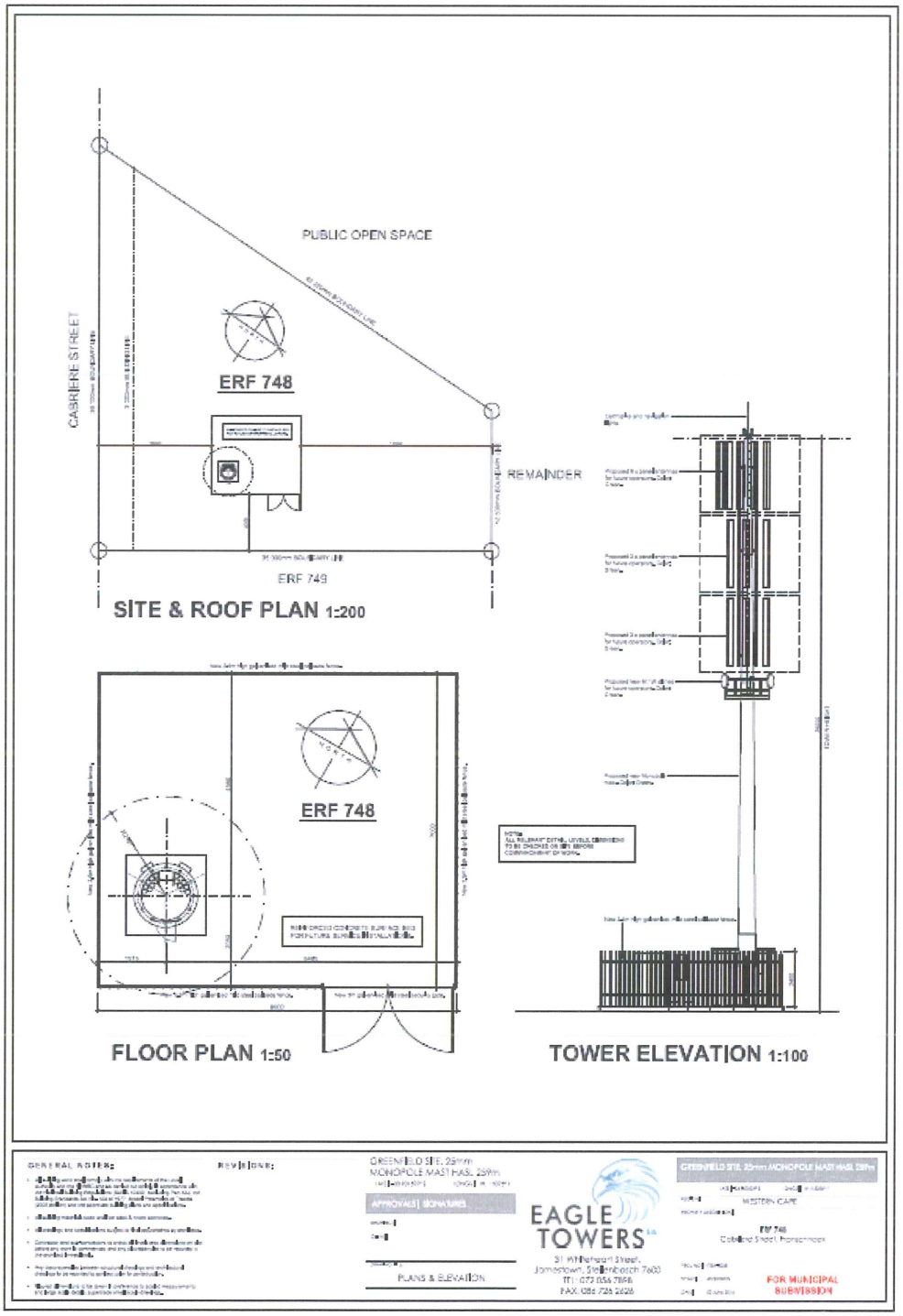
RENTAL ESCALATION RATE	~~THE RATE OF ESCALATION SHALL BE EQUAL TO THE PERCENTAGE INCREASE TO THE HEADLINE CONSUMER PRICE INDEX (FOR ALL URBAN AREAS) AS PUBLISHED BY STATISTICS SOUTH AFRICA THREE (3) MONTHS PRIOR TO THE DATE OF ESCALATION; PROVIDED THAT THE PERCENTAGE SHALL NOT BE GREATER THAN EIGHT PERCENT (8%)~~
	THE RATE OF ESCALATION SHALL BE 6% for the initial lease period, ~~the then at~~ at the time of renewal for the option period, the then applicable tariff will be applied.
RENTAL ESCALATION COMMENCEMENT DATE	ON THE FIRST ANNIVERSARY OF THE LEASE COMMENCEMENT DATE

NOTES

Initials of Lessor, Lessee and witnesses

ANNEXURE 2

SKETCH PLAN INDICATING RELEVANT DETAILS OF EQUIPMENT TO BE INSTALLED ON THE PREMISES, THE POSITION OF SUCH EQUIPMENT ON THE PREMISES AND THE LOCATION OF THE PREMISES ON THE PROPERTY



Initials of Lessor, Lessee and witnesses

EAGLE TOWERS SA

ANNEXURE 2 (Continued)



Initials of Lessor, Lessee and witnesses

APPENDIX 3

EAGLE TOWERS SA (RF) (PTY) LTD

Reg No. 2015/430588/07
Vat No. 4070273943

31 WHITEHEART STREET
JAMESTOWN – STELLENBOSCH – 7600

PHONE: +27 21 880 0914 – FAX: +27 867 26 2626

www.eagletowerssa.com

TO: Stellenbosch Municipality

Cabriere Street Franschoek	ETSA 0038
Cloetesville Pool	ETSA 0098
Idas Valley Library	ETSA 0095
Jamestown Cemetery	ETSA 0092
Jamestown Sports	ETSA 0140
Klapmuts Sportsgrounds	ETSA-0034
Lanquedoc Sports	ETSA 0062

(the "**Site**")

PER EMAIL: piet.smit@stellenbosch.gov.za

PER REGISTERED POST: Stellenbosch Municipality
Townhall Complex
Plein Street
Stellenbosch
7600

18 May 2020

Dear Sir and/or Madam,

LEASE AGREEMENT: NOTIFICATION OF THE SALE OF THE SITE TO HELIOS TOWERS

We trust that this letter finds you in good health, considering the COVID-19 pandemic currently proliferating in South Africa and other global communities. We wish you, your family and friends protection and safety during this time of great uncertainty.

Background and details of transfer to Helios Towers

1. We refer to the Lease Agreement entered into between Eagle Towers SA (RF) (Pty) Ltd with

registration number: 2015/430588/07 (“**Eagle Towers**”) and yourself in terms of which you tender and make available certain premises known as the Site to Eagle Towers for the installation and operation of electronic communications equipment as further detailed therein (the "**Agreement**").

2. As you may already know, Eagle Towers has agreed to sell the Site to HTSA Towers (Pty) Ltd with registration number: 2018/616561/07 and trading as Helios Towers South Africa (“**Helios Towers**”).

3. We expect that Eagle Towers will complete the sale of the Site to Helios Towers with effect from 30 April 2020 (the “**Closing Date**”) and will therefore cede its rights and delegate its obligations under the Agreement to Helios Towers with effect from the Closing Date (the “**Assignment**”).

4. Notwithstanding the Agreement providing that we are entitled to, without the consent of or providing notice to the Lessor, cede, assign, delegate and/or transfer our rights and/or obligations arising from the Agreement, I have deemed it prudent and respectful to formally apprise you of the Assignment to Helios Towers. Please take further notice that:

   a. the Assignment requires no action from you;
   b. the lessee for the purposes of the Agreement shall thenceforth be Helios Towers; and
   c. all rights, obligations and conditions contained in the Agreement remains unchanged and enforceable against Helios Towers as the new lessee.

Change of Contact Details

5. With effect from the Closing Date, Helios's *domicilium citandi et executandi*, and the address for the delivery of all notices under the Agreement, shall be:

   Address: Helios Towers South Africa, Unit D8, First Floor, Block D, El Ridge Office Park, 100 Elizabeth Road, Bartlett, Boksburg, Gauteng, 1459

   Email: HTSALegal@heliostowers.com

   Attention of: Head of Legal

Further Information

6. If you have any questions with the content of this letter please contact:

   Avril van der Rheede
   082 994 0291
   avril@eagletowerssa.com

We look forward to your continuous support and co-operation.

Yours sincerely,



Avril van der Rheede
Chief Executive Officer
Eagle Towers SA (RF) (Pty) Ltd
Duly authorised and warranting such authority
Date: 18 May 2020

(d) that should the approval of the application be approved in principle it will have to be advertised for comments/inputs/alternative proposals and returned to council for a final decision after the public participation process.

6. DISCUSSION / CONTENT

6.1 Background

6.1.1 Erf 748, Franschhoek

This property is situated in Cabriere Street in Franschhoek and has an existing telecommunications base station on, the renewal of which is also on the agenda in a separate item.

6.2 DISCUSSION

6.2.1 Location and context

Hereto attached as **APPENDIX 1** an application received from GH Building Supplies (Pty) Ltd to lease Erf 748, Franschhoek, excluding the area where the existing telecommunications base is. Attached as **APPENDIX 2** is a letter from the neighbouring property consenting to the lease however requesting that they respect the neighbours in terms of noise etc. The property is situated in Cabriere Street in Franschhoek. It is situated close to our sub-station in Franschhoek CBD. The zoning of the property is Industrial Zone.

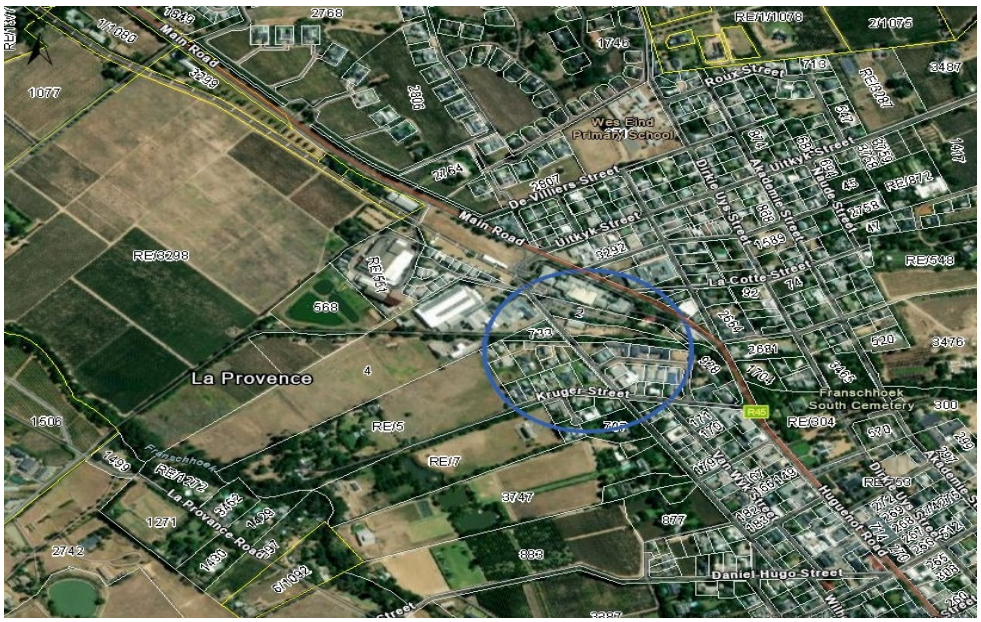


Fig 1: Location and context



Fig 2: The site

6.2.2 Legal requirements

6.2.1 Municipal Asset Transfer Regulations

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

p) whether the capital asset may be required for the municipality's own use during the period for which the right is to be granted;

q) the extent to which any compensation to be received for the right, together with the estimated value of improvements or enhancements to the asset, will result in a significant financial benefit to the municipality;

r) the (possible) risks and rewards associated with the use in relation to the municipality's interests;

s) Any comments received from the local community, and

t) Compliance with the legislative regime applicable to the proposed granting of the right.

6.2.2 Property Management Policy

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

6.3 Financial implications

A valuator will have to be appointed to ascertain a market related rental for the property. The municipality will have to pay the costs of the valuator.

6.4 Legal Implications

The legal implications are discussed above under 6.2

6.5 Staff Implications

No additional staff implications.

6.6 Previous / Relevant Council Resolutions

None – there is no lease agreement for this property apart from the cellphone base station.

6.7 Risk Implications

The risks of not leasing out the property is possible illegal and unauthorised use of the property.

6.8 Comments from Senior Management

6.8.1 Director: Infrastructure Services

1. The tenant should make use of the existing connections.
2. Any modification to what has been provided will be for the tenant's account.
3. The tenant should also confirm the services on site.
4. We have perused the Item as well as the consent letter from the adjacent property owner. With respect to possible noise complaints kindly note that the 'beeping sound' of the vehicles (diggers and TLB's) cannot be muted. This is a safety mechanism to warn staff and an OHS requirement on site.
5. As build drawings of services can be obtained from Infrastructure Services.

6.8.2 Director: Planning and Economic Development

The land use section served the applicant with a notice to seize the usage on the premises due to numerous complaints received.

6.8.3 Director: Community Services

Consider requesting public input.

6.8.4 CFO

Note the concerns of the department.

6.8.5 Municipal Manager (Acting)

Consider item to be advertised for public comment.

ANNEXURES: **Appendix 1: Application**

Appendix 2: Letter from Neighbour

FOR FURTHER DETAILS CONTACT:

NAME	***Annalene de Beer***
POSITION	***Director: Corporate Services***
DIRECTORATE	***Corporate Services***
CONTACT NUMBERS	***021-8088073***
E-MAIL ADDRESS	***annalene.debeer@stellenbosch.gov.za***
REPORT DATE	***2024-06-10***

APPENDIX 1

STELLENBOSCH
STELLENBOSCH • PNIEL • FRANSCHHOEK
MUNICIPALITY • UMASIPALA • MUNISIPALITEIT

APPLICATION FOR LEASE OR MUNICIPAL LAND
APPLICATION FORM

A: APPLICANT'S DETAILS

Name : G H Building Supplies

Physical address: 2 Porter Street
Stellenbosch

Postal code: 7599

Mailing address: P.O. Box 642
Stellenbosch

Postal code: 7600

E-mail address: [redacted]

Telephone: [redacted]

Cell phone: [redacted]

B: PROPERTY DETAILS OF APPLICANT

Erf/farm number : 2

Suburb:

Town: Stellenbosch

C: PROPERTY DETAILS OF LEASE AREA

Erf/farm number: 748

Suburb: .....

Town: Franschhoek

Area of encroachment: 848,6 m² - less cell tower.

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

D: TYPE OF APPLICATION:

Please mark the appropriate block

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

Brief description of application: Wholesale and retail of building materials; parking of trucks and TLB's. No permanent structures needed, we make use of mobile offices.

Motivation: We as GH Building Supplies has been a supplier of building materials such as Sand, Stone, bricks and providing services for plantthire, earthmoving, demolition, etc... for over 30 years to the Franschhoek area and would like to continue to trade and deliver our service to this area. We need a yard for this purpose.

We do employ 9 Franschhoek local South African citizens. Stellenbosch Municipality is also a debtor of us.

E: LIST OF ATTACHEMENTS AND SUPPORTING DOCUMENTS

Please mark the appropriate box

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

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

Applicant's signature: ..... Date: 23/05/24

Full name: Bertus Kriel

FOR OFFICIAL USE

- The application was considered on .....by.....
- The application was

	APPROVED		NOT APPROVED

Conditions (if any): .....

.....

.....

Applicant was informed of outcome on .....

....

SIGNATURE OF RESPONSIBLE OFFICIAL **DATE**

Name:.....

***If approved**

- ☐ Encroachment fee paid
- ☐ Lease Agreement signed
- ☐ Agreement/Permit processed on Contract Management System

....

SIGNATURE OF RESPONSIBLE OFFICIAL **DATE**

Name:.....

GH Building Supplies (PTY) Ltd.

GH BUILDING SUPPLIES

Tel: [redacted]
Fax: [redacted]
Web [redacted]

VAT [redacted]
REG. NO: 2000/012315/07

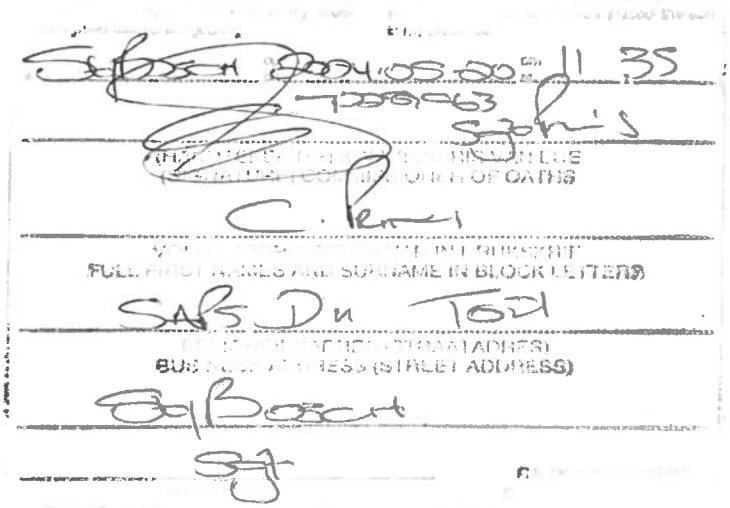
PO Box 642
Stellenbosch
7599

To whom it may concern 17/05/2024

This to confirm that I, Albertus Johannes Kriel 7603115032082, is not the owner of erf 748, Cabriere street, Franschhoek that we GH Building Supplies are in process of applying to lease from the Stellenbosch Municipality.

Yours truly

AJ Kriel






Cabriere St
50.00 m
127.37 m
Cabriere St
100.00 m
Terbodore
Coffee Roasters
Fabriek St
Fabriek St
BaristaTech
Franschhoek Motors
Auto body shop
Measure distance
Total area: 848.56 m² (9,133.79 ft²)
Total distance: 127.37 m (417.88 ft)

CapeFarmMapper 3

33.907519°S 19.115062°E

WC SG Erf Info

SG Region PAARL

Erf No 748

Extent 848 s

SG Code C05500038900007480000

Temps to drop

Cabriere Street Properties (Pty) Ltd

21st May 2024

Consent to application for lease – GH Building Supplies

We hereby consent to the application for lease on municipal land, as submitted by GH Building Supplies.

Yours sincerely

C J Parsons

Financial Manager

APPENDIX 2

40 Cabriere Street
Franschhoek
7690
Western Cape
South Africa

Stellenbosch Municipality
GHB Building Suppliers

28 May 2024

APPLICATION FOR LEASE OR MUNICIPAL LAND

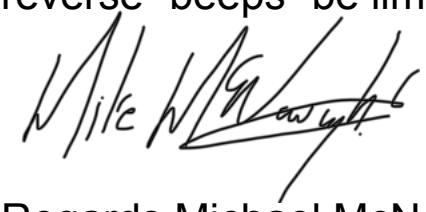
REF ERF 748

Dear Mr Kriel / Stellenbosch Municipality

With ref to the above matter.

I have no objection to the use of this ERF for GHB Supplies (Franschhoek).

However as this ERF is especially close to my property ERF 3472 it would naturally be appreciated if the operation of trucks and digger loaders, be done so with due consideration to the neighbouring properties right to peace and quiet and noise produced by such vehicles especially but not limited to the reverse “beeps” be limited or if possibly muted.



Regards Michael McNaught

7.3.6	**RETURN ITEM: RENEWAL OF LEASE AGREEMENT APPLICATION: USE OF COUNCIL-OWNED LAND FOR TELECOMMUNICATIONS BASE STATION ON ERF 46 LANQUEDOC (LANQUEDOC SPORTS GROUNDS)**

Collaborator No: **770294**
IDP KPA Ref No: **Good Governance**
Meeting Date: **24 July 2024**

1. SUBJECT: RETURN ITEM: RENEWAL OF LEASE AGREEMENT APPLICATION: USE OF COUNCIL-OWNED LAND FOR TELECOMMUNICATIONS BASE STATION ON ERF 46 LANQUEDOC (LANQUEDOC SPORTS GROUNDS)

2. PURPOSE

To provide feedback to the Executive Mayor and Mayoral Committee on comments, objections or alternative proposals received after the official notice to renew the lease agreement was published.

3. DELEGATED AUTHORITY

In terms of the approved System of Delegations the Executive Mayor, in consultation with the Executive Mayoral Committee, has the delegated Authority to consider applications for Lease Agreements, up to a contract value not exceeding R5M and not exceeding a period of 10 years. The approval of the lease agreement of three (3) years and less has been delegated to the Municipal Manager.

The Municipal Manager has approved delegations to enter into agreements on behalf of the municipality.

4. EXECUTIVE SUMMARY

A lease agreement was entered into between the Municipality and Eagle Towers on 14 June 2018 an initial period will be 5 years with the option to renew for a further 4 years and 11 months. This lease agreement was ceded over to Helios Towers by Eagle Towers and the lease is up for renewal as from July 2023 for a further period of 4 years and 11 months. The property Management Department was informed about the cession agreement between Eagle Towers and Helios Towers during May 2020. Helios Towers has brought an application for lease of municipal land and they have also provided a lease agreement subject to the approval of Council. It must be noted that their proposal is for 9 years and 11 months and not just for the remainder of the period as per the 2018 agreement and the cession agreement that was signed in 2020.

The department does not support the application outside the original agreement which gave an option for another 4 years and 11 months.

The application was before the Mayoral Committee on 16 November 2023 where the application for renewal was approved in principle. The Mayoral Committee further resolved that a public participation process be followed advertising the intention to lease the property for 4 years and 11 months whereafter it be brought back to the Mayoral Committee for final determination.

The Official Notice was advertised in Die Burger on 3 May 2024 and the final date for comments, objections and alternative proposals was 31 May 2024. No comments, objections or alternative proposals were received.

5. RECOMMENDATIONS

(a) that Council confirms that erf 46, Lanquedoc is identified as land not needed for the provision of basic municipal services;

(b) that Council takes note that no comments / objections or alternative proposals were received on the Official Notice; and

(c) that Helios Towers be allowed to lease the existing Telecommunication Base station for the additional period of 4 years and 11 months from 1 July 2023.

6. DISCUSSION / CONTENT

6.1 Background

6.1.1 Erf 46, Lanquedoc

This is the sports grounds in Lanquedoc with a previous lease agreement in place for the existing Telecommunications Base Station. The ownerships of this property vests in the Municipality.

6.2 DISCUSSION

6.2.1 Location and context



Fig 1: Location and context



Fig 2: The site

Application from Helios Towers (Pty) Ltd to lease Erf 46, Lanquedoc

An application was received from Helios Towers to continue to lease Erf 46, Lanquedoc also known as Lanquedoc Sports Ground for the renewal of an already existing Telecommunications Tower. The applicant has submitted a draft lease agreement for consideration by the Municipality for approval which is attached hereto as **APPENDIX 1.**

Official Notice

An Official Notice calling on the public for comments / objections or alternative proposals was published in Die Burger on 3 May 2024 with a closing date of 31 May 2024. A copy of the Official Notice is attached hereto as **APPENDIX 2.**

6.3 Legal requirements

6.3.1 Municipal Asset Transfer Regulations

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

u) whether the capital asset may be required for the municipality's own use during the period for which the right is to be granted;

v) the extend to which any compensation to be received for the right, together with the estimated value of improvements or enhancements to the asset, will result in a significant financial benefit to the municipality;

w) the (possible) risks and rewards associated with the use in relation to the municipality's interests;

x) Any comments received from the local community, and

y) Compliance with the legislative regime applicable to the proposed granting of the right.

6.3.2 Property Management Policy

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

6.4 Financial implications

Based on the previous agreement, including escalation, the monthly fee payable will be R 8570.00 per month.

6.5 Staff Implications

No additional staff implications.

6.6 Previous / Relevant Council Resolutions

EXECUTIVE MAYORAL COMMITTEE: 2023-11-16: ITEM 7.3.16 RESOLVED

(a) that erf 46 Lanquedoc (Lanquedoc Sports Grounds) be identified as land not needed to provide basic services but is required for the delivery of services to residents;

(b) that Helios Towers be allowed to lease the existing Telecommunication Base station for the additional period of 4 years and 11 months from 1 July 2023 subject to Council advertising the intention for public input and comments; and

(c) that the applicant continues to pay rent for the current structure and until a renewal agreement is signed.

6.7 Risk Implications

The risks are addressed in the item.

6.8 Comments from Senior Management

The item was not circulated for comment as it is the consideration of the renewal of an existing agreement and a return item.

6.8.1 Municipal manager

Supports the recommendations.

ANNEXURES: Appendix 1: Lease agreement

Appendix 2: Official Notice

NAME	***Annalene de Beer***
POSITION	***Director: Corporate Services***
DIRECTORATE	***Corporate Services***
CONTACT NUMBERS	***021-8088073***
E-MAIL ADDRESS	***annalene.debeer@stellenbosch.gov.za***
REPORT DATE	***03/06/2024***

APPENDIX 1

LEASE AGREEMENT

BETWEEN

STELLENBOSCH MUNICIPALITY

AND

K2015430588 (SOUTH AFRICA)(RF)(PTY) LTD

Trading As:

EAGLE TOWERS

Lessor's lease identification name and/or number	**STELLENBOSCH MUNICIPALITY**
Lessee's lease identification name	**LANQUEDOC SPORTS GROUNDS**
Lessee's lease identification number	**ETSA 0062**

Initials of Lessor, Lessee and witnesses

LEASE AGREEMENT

1. PARTIES

1.1. The parties to this Agreement are **STELLENBOSCH MUNICIPALITY** (hereinafter referred to as the "Lessor", further information in respect of whom is recorded in Annexure 1); and

1.2. **K2015430588 (South Africa)(RF)(Pty) Ltd t/a Eagle Towers**, a private company duly registered in South Africa with **Company Registration Number 2015/430588/07** (herein after referred to as the "Lessee").

2. PREAMBLE

The Lessee wishes to hire certain premises from the Lessor and the Lessor wishes to let such premises to the Lessee, further to which the parties have agreed the terms and conditions detailed herein.

3. DEFINITIONS AND INTERPRETATION

In this Agreement and all appendices hereto, unless inconsistent with or otherwise indicated by the context

3.1. **"Agreement"** means this lease agreement together with all appendices hereto;

3.2. **"Equipment"** means any or all, as the context indicates, of the structures, equipment and components provided for in Clauses 9.1 to 9.2;

3.3. **"install"** means to install, erect, construct or affix and, **"installed"**, **"installing"** and **"installation"** shall have corresponding meanings;

3.4. **"Lease Commencement Date"** means the date upon which the lease of the Premises commences, as recorded in Annexure 1;

3.5. **"Lease Termination Date"** means the date upon which the lease of the Premises terminates, as recorded in Annexure 1;

3.6. **"Premises"** means the portion of the Property leased by the Lessee in terms of this Agreement, further information in respect of which is recorded in Annexures 1 and 2; and

3.7. **"Property"** means the property, being either a portion of land or, a building or other structure, upon or within which the Premises are situated, further information in respect of which is recorded in Annexure 1.

3.8. The headings of the clauses in this Agreement are for the purpose of convenience and reference only and shall not be used in its interpretation.

3.9. Unless inconsistent with or otherwise indicated by the context, words used in this Agreement importing any one gender include the other two genders; the singular include the plural and vice versa; and natural persons include created entities (incorporated or unincorporated) and vice versa.

3.10. Where in this Agreement a reference is made to the Lessee, it shall include, unless the context indicates otherwise, the Lessee's employees, agents, contractors and/or duly authorized representatives;

3.11. a reference is made to the Lessor, it shall include, unless the context indicates otherwise, the Lessor's employees, agents, contractors and/or duly authorized representatives;

3.12. any number of days is prescribed, same shall be reckoned exclusively of the first and inclusively of the last day unless the last day falls on a Saturday, Sunday or public holiday, in which case the last day shall be the succeeding day which is not a Saturday, Sunday or public holiday;

3.13. any amounts or values are referred to, same shall be exclusive of Value Added Tax; and the consent or approval of either party is required for any purpose, same shall, unless otherwise indicated by the context, refer to the prior written consent of such party, which consent shall not be unreasonably withheld.

4. LEASE OF THE PREMISES

The Lessor herewith lets the Premises to the Lessee, which Premises the Lessee hires from the Lessor.

5. TERM AND RENEWAL OF THE LEASE

5.1. The term of this Agreement shall be for the Initial Lease Period as recorded in Annexure 1, commencing on the Lease Commencement Date and terminating on the Lease Termination Date.

5.2. The Lessee shall have the option to renew this Agreement on the same terms and conditions for the Option Lease Period as recorded in Annexure 1, which option shall be exercisable by the Lessee by way of written notice to the Lessor given not later than thirty (30) days prior to the expiration of the Initial Lease Period; provided that the Lessee is not at the time of the exercise of the option in breach of any of the terms of this Agreement.

6. USE OF THE PREMISES

6.1. The Premises shall, unless otherwise approved by the Lessor, only be used for the installation and operation of electronic communications equipment, as further detailed herein.

6.2. Subject to the foregoing limitation on usage of the Premises and to the terms and conditions generally of this Agreement, the Lessee shall, on written notice to the Lessor, be entitled to allow any other communications entity to share the Premises with Eagle Towers and to install and operate their own Equipment. Such allowance by the Lessee shall not establish any rights or obligations between the Lessor and such entity and shall not release the Lessee from any of its obligations in terms of this Agreement. For the avoidance of doubt, this clause is not applicable to and notice shall not be required in instances where the Lessee's Equipment installed on the Premises is being indirectly utilized by another communications entity further to a network roaming relationship existing between the Lessee and such entity.

7. RENTAL, ELECTRICITY AND OTHER PAYMENTS

7.1. The Lessee shall pay to the Lessor the rental and other amounts as set out in Annexure 1.

7.2. The rental amounts payable to the Lessor shall escalate annually on each anniversary of the Lease Commencement Date at the rate recorded in Annexure 1. If charges in respect of the

Initials of Lessor, Lessee and witnesses

consumption of electricity at the Premises are payable to the Lessor in fixed amounts, same shall escalate annually together with the rental amounts; provided that further adjustments may be made if and when the supplier of the electricity increases its rates to the Lessor.

7.3. All rental and other amounts payable to the Lessor shall unless otherwise provided for herein or in Annexure 1, be paid on a monthly basis on or before the first (1st) day of the start of each period; provided that, for administrative reasons, the first payment in respect of such amounts shall be made not later than the sixtieth (60th) day of the Lease Commencement Date; and

7.4. be paid, free of bank exchange and without deduction or set-off, into the Lessor's or other nominated bank account by way of direct deposits or electronic funds transfers; provided that the Lessee is in receipt of a banking indemnity form, duly completed and signed by the Lessor, and stamped by its bank. The Lessor may at any time amend its banking details by written notification to the Lessee by providing it with a duly completed, signed and stamped banking indemnity form indicating the amended details.

7.5. As indicated in Annexure 1, the charges in respect of the consumption of electricity at the Premises shall be payable by the Lessee either directly to the supplier of the electricity or to the Lessor and, if payable to the Lessor, shall be paid in varying monthly amounts based on actual metered consumption, within thirty (30) days from the date of receipt of invoice by the Lessee. Invoices, which shall be based on the readings of metering equipment to be installed, shall be generated and delivered to the Lessee either by a third party contracted by the Lessee to perform such functions or by the Lessor. Where invoices are to be generated and delivered by the Lessor, such shall

7.6. specify that the invoice is for the consumption of electricity and, contain the Lessee's identification name and number of the Premises as set out on the cover page of this Agreement as well as in Annexure 1;

7.6.1. be accompanied by proof of the meter readings;

7.6.2. not be pre-dated or post-dated; and

7.6.3. be sent to the Lessee by pre-paid post and/or E-mail to the addresses recorded in Annexure 1.

7.7. If the Lessor is obliged to pay Value Added Tax ("VAT") in respect of rental and other amounts received by it in terms of this Agreement, it shall provide the Lessee with a copy of its VAT registration certificate, further to which the Lessee shall pay relevant VAT amounts to the Lessor.

7.8. In the event of the early termination of this Agreement through no fault of the Lessee, the Lessee shall be entitled to a pro rata refund of such rental and/or other amounts paid by it in advance.

8. SUITABILITY OF THE PREMISES

The Lessor does not warrant that the Premises or any utility services provided to it are fit and adequate for the purposes of the Lessee or, if fit and adequate at the Lease Commencement Date, that same shall remain so throughout the currency of this Agreement.

9. EQUIPMENT ON THE PREMISES

Permissions and consents to install and operate Equipment

9.1. The Lessee shall at its own cost apply for and use its best endeavours to obtain all municipal, environmental and other permissions and consents necessary for the installation and operation of its Equipment on the Premises. Should the Lessor's cooperation or approval be required in support of any such applications, the Lessor undertakes to provide such without delay.

9.2. Should any necessary permission or consent not be obtained within a reasonable period after the Lessee has applied therefore, or should any such permission or consent, having been granted, be suspended or revoked by the relevant authority, the Lessee shall be entitled to terminate this Agreement by giving the Lessor not less than thirty (30) days' written notice.

10. INSTALLATION OF EQUIPMENT

10.1. The Lessee shall be entitled, at its own cost and expense, and without seeking any specific approvals from the Lessor, to install, as applicable, any or all of the following Equipment on or at the Premises:

10.2. a communications mast or tower, the maximum height of which is indicated in Annexure 2;

10.3. communications antennas and dishes, as well as all ancillary equipment required for the operation thereof;

10.4. an equipment room, being a container, room or other defined space on the Premises, in which parts of the Equipment are to be housed or situated;

10.5. foundations, flooring, paving, cabling, piping, wiring, fittings, fixtures and related accessory structures or components as may be necessary to support the installation and/or operation of parts of the Equipment;

10.6. perimeter structures, equipment and/or warning signs, as may be necessary for security and safety purposes; and signage identifying the Lessee and/or the communications entity sharing the Premises with it.

10.7. The foregoing entitlement shall include the right to, from time to time, change or upgrade the Equipment installed on the Premises and to install additional Equipment; provided that any change, upgrade or addition does not require the Premises to be increased in size or, if applicable, in any way affect internal structural aspects of the building or other structure on which it may be located. Should any change, upgrade or addition require the Premises to be increased in size or potentially have an effect on internal structural aspects of the building or other structure, such change, upgrade or addition shall only be effected with the consent of the Lessor.

10.8. Relevant details of the initial Equipment to be installed on the Premises by the Lessee, the position of such Equipment on the Premises and the location of the Premises on the Property, if applicable, are provided for in Annexure 2.

10.9. The Lessee shall be allowed to lay such cables, pipes and wires across the Property to the Premises as it may deem necessary for the operation of its Equipment installed on the Premises, subject to the Lessor's directives as to their position and/or route.

11. OWNERSHIP AND REMOVAL OF EQUIPMENT

All the Lessee's Equipment installed on the Premises shall be and remain the property of the Lessee and shall at all times be regarded as movable property. The Lessee shall, at its cost at the termination of this Agreement, for whatever cause, remove all such Equipment and restore the

Initials of Lessor, Lessee and witnesses

Premises to the good order and condition in which they were at the Lease Commencement Date, fair wear and tear excepted.

12. RELOCATION OF EQUIPMENT

Should the Lessor at any time wish to develop the Property, including alterations or renovations to the building upon or within which the Premises may be situated, and such development, alteration or renovation negatively impact the position or operation of the Lessee's Equipment installed on the Premises, it shall provide the Lessee with at least twelve (12) months' written notice in this regard. Following such notice, the parties shall meet and use their best endeavours to make suitable alternative arrangements to accommodate such Equipment during the development, alteration or renovation, including such arrangements as may be reasonable pertaining to the cost of relocating such Equipment. Failing agreement in this regard, the Lessee shall be entitled to terminate this Agreement by giving the Lessor not less than thirty (30) days' written notice. In light of the high construction costs incurred by the Lessee in installing its Equipment on the Premises, the Lessor warrants that it shall not undertake any development, alteration or renovation that may impact the Equipment as contemplated above, for a period of three (3) years from the Lease Commencement Date.

13. INTERFERENCE WITH EQUIPMENT

In order to avoid electromagnetic or other interference with the Lessee's Equipment installed on the Premises, the Lessor shall not, unless compelled thereto by law, without first advising the Lessee, allow any other communications entity to install and operate any electronic communications equipment at or on the Property.

14. ELECTRICAL AND OTHER POWER SUPPLY TO THE PREMISES

14.1. All costs in relation to the supply and consumption of electricity to or on the Premises, including the supply and installation of metering equipment, if required, shall be paid by the Lessee.

14.2. The detail pertaining to the provision of electrical power to the Premises, if applicable, shall be determined by Eskom and/or the relevant local or other authority.

14.3. As a constant supply of electrical power to the Premises is critical to the operation of the Lessee's Equipment installed on the Premises, the Lessor shall at all times use its best endeavours to ensure that all amounts due and payable by it in respect of the supply of electrical power to the Property and/or the Premises are timeously paid by it to the relevant supplier.

14.4. The Lessee shall be entitled, if required and at its cost, to upgrade the electricity supply to the Premises and shall in all events that it alters any electrical installation on the Property or the Premises provide the Lessor with an electrical compliance certificate.

14.5. Should the electrical power supply to the Premises for any reason become unavailable, the Lessee shall be entitled to deploy generators at the Premises and to operate same for the period during which the electrical power supply remains unavailable. The deployment of generators shall be subject to the Lessor's consent with respect to the positioning thereof; provided that same shall not be required in emergency situations. The Lessee shall in the deployment and operation of a generator comply with all relevant laws and by-laws, as well as safety and fire regulations, and use its best endeavours to ensure that it does not create an impediment or nuisance to other occupants of the Property.

14.6. The Lessor shall not, without the consent of the Lessee, attach any electrical or other appliance to the electrical system supplied for the purposes of the operation of the Lessee's Equipment installed on the Premises, or interfere, alter or do any repairs to such electrical system. Should the Lessor for any reason wish to attach any electrical or other appliances to such electrical system or wish to alter or do any repairs to such system, it shall give the Lessee not less than fourteen (14) days written notice of its intention in this regard. Following such notice, the Lessee shall either arrange for the execution of such works as the Lessor wants done or make such other arrangements in connection therewith as may be reasonably acceptable to the Lessor. Should the Lessee fail to act as aforesaid, the Lessor shall be entitled to make its own arrangements in order to have the works executed.

15. ACCESS TO THE PREMISES

15.1. The Lessee shall be allowed access to the Premises on a twenty-four (24) hour basis any day of the week and the Lessor shall not for any reason refuse or prevent such access. The Lessee shall use its best endeavours to conduct all maintenance and other activities that are required to be done at the Premises during normal business hours, but equipment failures or other emergency situations may necessitate that work be done outside of such hours.

15.2. Should the Lessee be required to gain access to the Premises and/or the Property via a gated or similarly controlled entrance, it shall ensure that such gate or entrance is properly secured whenever it enters or departs from the Premises or the Property.

15.3. When accessing the Property, the Lessee shall respect and abide by the Lessor's security arrangements, provided that such do not seek to prevent or refuse access, and the Lessee shall not obstruct or impede any activities on the Property.

15.4. Should the Premises only be accessible via an access road across the Property, the Lessee shall

15.5. if such access road exists, be entitled to the use of such access road; and

15.6. if such access road does not exist or exists but does not extend fully to the Premises, be entitled to construct an access road or part thereof along a route to be agreed with the Lessor. In such instance the Lessee shall be responsible for the maintenance of the access road or part thereof constructed by it.

15.7. The Lessor grants to the Lessee, for the duration of this Lease and any renewal thereof, a right of way and servitude from the entrance gate to the premises and which right of way and servitude the Lessee may at its election register at the Deeds Office subject only to the Lessee maintaining that right of way and on termination of the Lease restoring the property to the state which it existed at date of commencement of the Lease.

16. ADDITIONS OR ALTERATIONS TO THE PREMISES BY THE LESSEE

Save as provided for in Clause 9, the Lessee shall not, without the consent of the Lessor, make any additions or alterations whatsoever to the Premises. Should the Lessor grant such consent, all additions or alterations shall be effected by the Lessee at its cost and the Lessee shall, should it or the Lessor so require, at its cost at the termination of this Agreement, remove all additions or alterations and restore the Premises to the good order and condition in which they were at the Lease Commencement Date, fair wear and tear excepted.

Initials of Lessor, Lessee and witnesses

17. DESTRUCTION OF OR DAMAGE TO THE PREMISES

17.1. In the event of the Property or the Premises being destroyed or damaged, through any cause

17.2. to the extent that the Premises become un-tenantable, this Agreement shall automatically terminate with effect from the date of such occurrence, unless the parties are able to negotiate alternative arrangements, including the temporary suspension of the Agreement, whilst the Lessor rebuilds or repairs the Property or the Premises; and

17.3. to the extent that the Premises remain tenantable, this Agreement shall not terminate. If the Lessor in such circumstances decides to rebuild or repair the destroyed or damaged portion of the Property or Premises, it shall do so with reasonable expedition and the Lessee shall be entitled to a reduction of the rental payable by it pro rata to the extent to which it may be deprived of the beneficial occupation of the Premises.

17.4. The costs of rebuilding or repair of the Property or the Premises shall be for the Lessor's account, unless the destruction or damage was caused by the wilful or negligent act or omission on the part of the Lessee, in which case such costs shall be for the Lessee's account. The Lessee shall have no claim of any nature against the Lessor as a result of the destruction or damage of the Premises, unless such destruction or damage was due to wilful misconduct or gross negligence on the part of the Lessor.

18. LIABILITY, INDEMNITY, FORCE MAJEURE AND INSURANCE

18.1. The Lessor shall not be liable for any loss, damage, injury or cost which may be suffered or incurred by the Lessee, nor shall the Lessee be entitled to withhold any rental payments, as a result of any failure, malfunctioning or interruptions in the supply of electricity, water or any other service or by reason of the Premises or any part of the Property being in a defective condition or falling into disrepair, arising from any cause whatsoever, other than due to wilful misconduct, gross negligence or a breach of a term of this Agreement on the part of the Lessor.

18.2. The Lessee herewith indemnifies and holds the Lessor harmless against any loss, damage, injury, cost or liability that may be suffered or incurred by the Lessor arising from any action, proceeding or claim that may be instituted by any person against the Lessor as a result of the Lessee's lease of the Premises, unless such action, proceeding or claim arose from wilful misconduct, gross negligence or a breach of a term of this Agreement on the part of the Lessor.

18.3. Any damage that may be caused to the Premises or the Property as a result of any act or omission of the Lessee shall be made good by the Lessee at the Lessee's cost.

18.4. Neither party shall be liable to the other for any inability to perform or for delayed performance in terms of this Agreement, should such inability or delay arise from any cause beyond the reasonable control of such party (hereinafter referred to as a "force majeure event"); provided that the existence of such force majeure event has been drawn to the attention of the other party within a reasonable period of time of the occurrence thereof. If the force majeure event continues for more than six (6) months from the date of notification thereof and such event prevents the affected party from performing its obligations in terms of this Agreement, the unaffected party shall be entitled to terminate this Agreement by giving the other party not less than thirty (30) days' written notice.

18.5. Notwithstanding anything to the contrary contained in this Agreement, neither party shall, under any circumstances, be liable for any indirect, special and/or consequential damages suffered by the other party.

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18.6. The Lessee shall ensure that it is at all relevant times properly insured against all public liability and other risks that may arise from or be associated with the lease of the Premises and shall not do or omit to do anything which may affect any insurances policy which the Lessor may have in place in respect of the Property or premiums payable in respect thereof.

19. EARLY TERMINATION BY THE LESSEE

19.1. Should the Lessee or its tenant's

19.2. licence to operate a communications network be suspended or terminated for whatever reason;

19.3. Equipment installed on the Premises becomes outdated owing to technological development and not be economically replaceable or upgradable;

19.4. network be rearranged or any major changes made to it, making for its Equipment installed on the Premises to become redundant; or

19.5. Equipment installed on the Premises be measurably interfered with by buildings or other structures erected in close proximity to the Premises, or by electronic communications equipment installed by another communications entity at or on the Property, after the Lease Commencement Date,

19.6. the Lessee shall be entitled to terminate this Agreement by giving the Lessor not less than thirty (30) days' written notice.

20. BREACH OF THE AGREEMENT AND HOLDING-OVER BY THE LESSEE

20.1. Should the Lessee

20.2. fail to pay rental or any other amounts due by it in terms of this Agreement on the due date and thereafter fail to make payment thereof within thirty (30) days after receipt of the Lessor's written notice requiring such payment to be made;

20.3. breach any material term of this Agreement and fail to remedy such breach within thirty (30) days after receipt of the Lessor's written notice requiring such breach to be remedied; or

20.4. be liquidated or sequestrated (whether provisionally or finally) or placed under judicial management or business rescue, or any steps be taken to accomplish any of the foregoing, the Lessor shall be entitled, without prejudice to any other rights or remedies to which it may be entitled at law or in terms of this Agreement, to forthwith terminate this Agreement.

20.5. Should the Lessor breach any material term of this Agreement and fail to remedy such breach within thirty (30) days after receipt of the Lessee's written notice requiring such breach to be remedied, or should the Lessor be liquidated or sequestrated (whether provisionally or finally) or placed under judicial management or business rescue, or any steps be taken to accomplish any of the foregoing, the Lessee shall be entitled, without prejudice to any other rights or remedies to which it may be entitled at law or in terms of this Agreement, to forthwith terminate this Agreement.

20.6. Should the Lessor terminate this Agreement and the Lessee dispute the Lessor's right to do so and remain in occupation of the Premises pending the determination of such dispute, the Lessee shall continue to pay all amounts due to the Lessor in terms of this Agreement on the due dates thereof and the Lessor shall be entitled to accept and recover such payments, without prejudice to

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the Lessor's claim for cancellation then in dispute. Should the dispute be determined in favour of the Lessor, such payments shall be deemed to be amounts paid by the Lessee on account of damages suffered by the Lessor further to the unlawful holding over of the Premises by the Lessee.

21. GENERAL OBLIGATIONS OF THE LESSEE

21.1. The Lessee shall at all times comply with all laws (including the provisions of the Occupational Health and Safety Act, 1993 (Act No. 85 of 1993), and regulations issued thereunder), by-laws, ordinances, proclamations and regulations relating to the tenancy of the Premises, in particular also those relating to firefighting appliances on the Premises, as well as any specific rules or regulations that the Lessor may reasonably impose.

21.2. The Lessee shall not knowingly contravene any conditions of the title deed of the Property. In this regard the Lessor shall notify the Lessee of any specific conditions that the Lessee should be aware of.

22. GENERAL OBLIGATIONS OF THE LESSOR

22.1. The Lessor shall notify any prospective purchaser of the Property of the existence of this Agreement and shall, upon the sale of the Property, furnish the Lessee with the full particulars of the purchaser. The obligation of the Lessor shall further be to comply with the provisions set out in 26.2 below.

22.2. Should this Agreement be managed by an agent on behalf of the Lessor, the Lessor shall provide the Lessee with details of such agent and shall also update such details in the event of a change of agent.

23. DISPUTE RESOLUTION AND JURISDICTION

23.1. Any dispute arising from or in connection with this Agreement shall be finally resolved in accordance with the Rules of the Arbitration Foundation of Southern Africa by an arbitrator or arbitrators appointed by the Foundation. Nothing herein contained shall, however, preclude either of the parties from approaching a court of competent jurisdiction for an interdict or for relief on an urgent basis.

23.2. The parties hereby consent in terms of section 45 of the Magistrate's Courts Act, 1944 (Act No. 32 of 1944), (or any similar section of an act replacing such Act) to the jurisdiction of the Magistrate's Court for the purpose of any proceedings in terms of or incidental to this Agreement, notwithstanding that the amount claimed or the value of the matter in dispute may exceed such jurisdiction; provided that either party shall, at its option, have the right to institute proceedings in any division of the High Court having jurisdiction.

24. DOMICILIA AND NOTICES

24.1. The parties choose as their domicilia citandi et executandi their respective addresses set out in this clause for all purposes arising out of or in connection with this Agreement, at which addresses all processes and notices arising out of or in connection with this Agreement may validly be served or delivered.

24.2. For purposes of this Agreement the parties' respective addresses shall be

24.2.1. as regards the Lessor, at the address recorded in Annexure 1; and

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24.2.2. as regards the Lessee, at Eagle Towers, 31 White Heart Street, Jamestown, Stellenbosch, 7600.

24.2.3. or at such other address, not being a post office box or poste restante, of which the party concerned may notify the other in writing.

24.3. All notices given in terms of this Agreement shall be in writing and shall be deemed, until the contrary is proved

24.3.1. if delivered by hand, to have been received by the addressee on the day of such delivery;

24.3.2. if transmitted by facsimile, to have been received by the addressee on the day after such transmission; and

24.3.3. if posted by prepaid registered post, to have been received by the addressee on the fourteenth (14th) after such posting.

24.4. Notwithstanding anything to the contrary contained in this Agreement, a written notice or communication actually received by one party from the other shall be adequate written notice or communication to such party.

25. GENERAL

25.1. Should either party require the registration of this Agreement against the title deeds of the Property, the parties shall cooperate with one another in good faith to effect such, on the understanding that all costs in relation thereto shall be for the account of the party requesting the registration.

25.2. Unless otherwise agreed, no addition to or variation, consensual cancellation or novation of this Agreement and no waiver of any right arising from this Agreement or its breach or termination shall be of any force or effect unless reduced to writing and signed by both parties. For purposes hereof "writing" shall exclude any written document that is in the form, either wholly or partially, of a data message as defined in the Electronic Communications and Transactions Act, 2002 (Act No. 25 of 2002), and "signed" shall mean a signature executed by hand with a pen without any electronic process or intervention.

25.3. If any provision of this Agreement is declared by a competent court to be unenforceable, illegal, void or contrary to public policy, such declaration shall have no effect upon the binding force or effectiveness of any of the remaining provisions of this Agreement, it being the intention and declaration of the parties that had they known of such unenforceability, illegality, invalidity or that the provision was contrary to public policy, they would nevertheless have entered into this Agreement, containing all such remaining provisions.

25.4. The parties shall regard the terms of this Agreement, anything done pursuant to it and all information concerning the other which may come to its knowledge as a result of the discussions leading to this Agreement, as confidential information and shall safeguard and prevent the unauthorised use or disclosure of such information using the same standard of care used to safeguard and prevent the unauthorised use or disclosure of its own information of a confidential nature, but in all events at least applying a reasonable standard of care; provided that neither party shall be obliged to safeguard and prevent the use or disclosure of such confidential information where such information has already been disclosed or published to the general public other than as a result of a breach of the terms of this clause. The provisions of this clause shall not apply to the disclosure or publication of such confidential information for the purpose of any legal proceedings or the listing on any stock exchange.

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25.5. Each party shall be responsible for its own legal and other costs incidental to the preparation and execution of this Agreement.

25.6. This Agreement constitutes the whole agreement between the parties as to the subject matter hereof and no agreements, representations or warranties between the parties regarding the subject matter, other than those set out herein, shall be binding on them.

25.7. Each party warrants to the other that it has the necessary rights and authorities to enter into and perform its obligations in terms of this Agreement. In particular, the Lessor warrants to the Lessee that it is the owner or lawful lessor of the Property and that it is lawfully entitled to enter into this Agreement and grant to the Lessee the rights provided for herein, further to which it indemnifies the Lessee against any claim, damage or cost arising from any legal proceedings that may be instituted against it by any third party proving superior title to the Property.

26. TRANSFER, SUBLEASE, CESSION AND ASSIGNMENT OF AGREEMENT

26.1. The Lessee shall be entitled to cede and assign its rights and/or delegate its obligations arising from this Agreement to any third party without the written consent of the Lessor first being obtained and the Lessor agrees to the substitution of a new Lessee in this regard (where applicable).

26.2. The Lessor shall have the right to transfer, cede or assign its rights under this Lease in respect of the Premises to a third party, it is a condition to any such transfer, cession or assignment that the Lessor adheres to 26.2.1, 26.2.2 and 26.2.3 below. In addition the Lessor shall have the right to alienate, sell or dispose of the Property on which the premises is located. It is a condition to any such transfer, cession, assignment, alienation, sale or disposition

26.2.1. that written prior notice of such transfer being given by the Lessor to the Lessee and

26.2.2. that the Lessor discloses to the successor in title or new owner the existence of this Lease and its enforceability on such party

26.2.3. that any such successor in title or new owner undertakes in writing to and in favour of the Lessee to comply with the terms of this Lease.

27. SUPPORTING DOCUMENTATION

The following documents shall form part of this Agreement and be attached hereto:

27.1. In the event that the Lessor is a natural person

27.2. a copy of his identity document; and

27.3. proof of his tax reference number;

27.4. In the event that the Lessor is a corporate entity

27.5. a copy of its certificate of incorporation;

27.6. a copy of its VAT registration certificate;

27.7. a copy of a resolution or other document authorizing the signatory to enter into this Agreement on its behalf; and

27.8. In both of the foregoing events

27.9. proof of ownership of the Property or of the right to let same; and

27.10. a completed, signed and stamped banking indemnity form.

Initials of Lessor, Lessee and witness

FOR AND ON BEHALF OF THE LESSOR

Signed at Stellenbosch on 14 · 06 · 2018

Signature:

Full name in block letters: Petrus Du Plessis Smit

Signature of witness:

Full name in block letters: Lorelle Adams

FOR AND ON BEHALF OF THE LESSEE

Signed at STELLENBOSCH on 15 JUNE 2018

Signature:

Full name in block letters: AVRIL JAMES VAN DER RHEEDE

(MD EAGLE TOWERS)

Signature of witness:

Full name in block letters: JEROME GEORGE DAVIDSE

EAGLE TOWERS SA

ANNEXURE 1

INFORMATION RELATING TO PROPERTY AND PREMISES

LESSOR'S LEASE IDENTIFICATION NAME, ADDRESS AND/OR NUMBER (IF APPLICABLE)	ERF 46 LANQUEDOC
LESSEE'S LEASE IDENTIFICATION NAME	LANQUEDOC SPORTS GROUNDS
LESSEE'S LEASE IDENTIFICATION NUMBER	ETSA 0062
LESSEE'S RESPONSIBLE REGION	WESTERN CAPE
STREET ADDRESS AND, IF APPLICABLE, DESCRIPTION, OF LEASE PROPERTY	PROTEA STREET LANQUEDOC
ERF NUMBER OF PROPERTY	ERF 46 LANQUEDOC
SIZE IN SQUARE METRES AND, IF APPLICABLE, DESCRIPTION, OF PREMISES	AS PER DRAWINGS

INFORMATION RELATING TO LESSOR

FULL NAMES	STELLENBOSCH MUNICIPALITY		
DOMICILIUM ADDRESS	TOWNHALL COMPLEX, PLEIN STREET, STELLENBOSCH		
POSTAL ADDRESS	PO BOX 17 STELLENBOSCH 7600		
E-MAIL ADDRESS	piet.smit@stellenbosch.gov.za		
CONTACT NAME	Piet Smit	CONTACT NAME 2	
WORK NUMBER	021 8088189	WORK NUMBER	
FAX NUMBER	—	FAX NUMBER	
CELL NUMBER	084 506 5065	CELL NUMBER	

RENTAL PAYEE NAME	
POSTAL ADDRESS	PO Box 17 Stellenbosch
BANK NAME	NEDBANK
BRANCH NAME	STELLENBOSCH
BRANCH CODE	198 765
ACCOUNT TYPE	Cheque
ACCOUNT HOLDER NAME	Stellenbosch Municipality
ACCOUNT NUMBER	115 227 72 679
COMPANY REGISTRATION NUMBER	
VAT PAYABLE	~~YES/NO~~
VAT REGISTRATION NUMBER	4700102 181

Initials of Lessor, Lessee and witnesses

EAGLE TOWERS SA

ANNEXURE 1 (Continued)

LEASE DETAILS

LEASE COMMENCEMENT DATE	On break of ground
LEASE TERMINATION DATE	9 years, 11 months thereafter
INITIAL LEASE PERIOD	5 years
OPTION LEASE PERIOD	4 years, 11 months

INFORMATION RELATING TO ELECTRICITY SUPPLIER AND CONSUMPTION CHARGES

SUPPLIER OF ELECTRICITY	
ELECTRICITY PAYEE NAME	K2015430588 (Pty) Ltd
POSTAL ADDRESS	Suite 35, Private Bag X4
	Die Boord, 7613
BANK NAME	First National Bank
BRANCH NAME	Stellenbosch
BRANCH CODE	200610
ACCOUNT TYPE	Current
ACCOUNT HOLDER NAME	K2015430588 (Pty) Ltd
ACCOUNT NUMBER	62577146642
COMPANY REGISTRATION NUMBER	2015/430588/07
VAT PAYABLE	YES/NO
VAT REGISTRATION NUMBER	4070273943
NAME OF ENTITY OR PERSON RESPONSIBLE FOR GENERATION AND DELIVERY OF IN-VOICES	
LESSEE'S POSTAL AND E-MAIL ADDRESSES FOR DELIVERY OF INVOICES	POST: Suite 35, Private Bag X4, Die Boord, 7613. Eagle Towers, E-MAIL: avril@eagletowerssa.com
	POST: THE PROPERTY ADMINISTRATOR, Eagle Towers, Suite 35, Private Bag X4, Die Boord, 7613

RENTAL AND OTHER AMOUNTS

	RENTAL	ELECTRICITY CON-SUMPTION	ACCESS	ELECTRICITY ACCESS	SUNDRY
AMOUNT	R 6000.00 Rb 300.00	METERED	24/7	24/7	N/A
FREQUENCY	Monthly	Monthly	N/A	N/A	N/A
METHOD OF PAYMENT	EFT	EFT	N/A	N/A	N/A

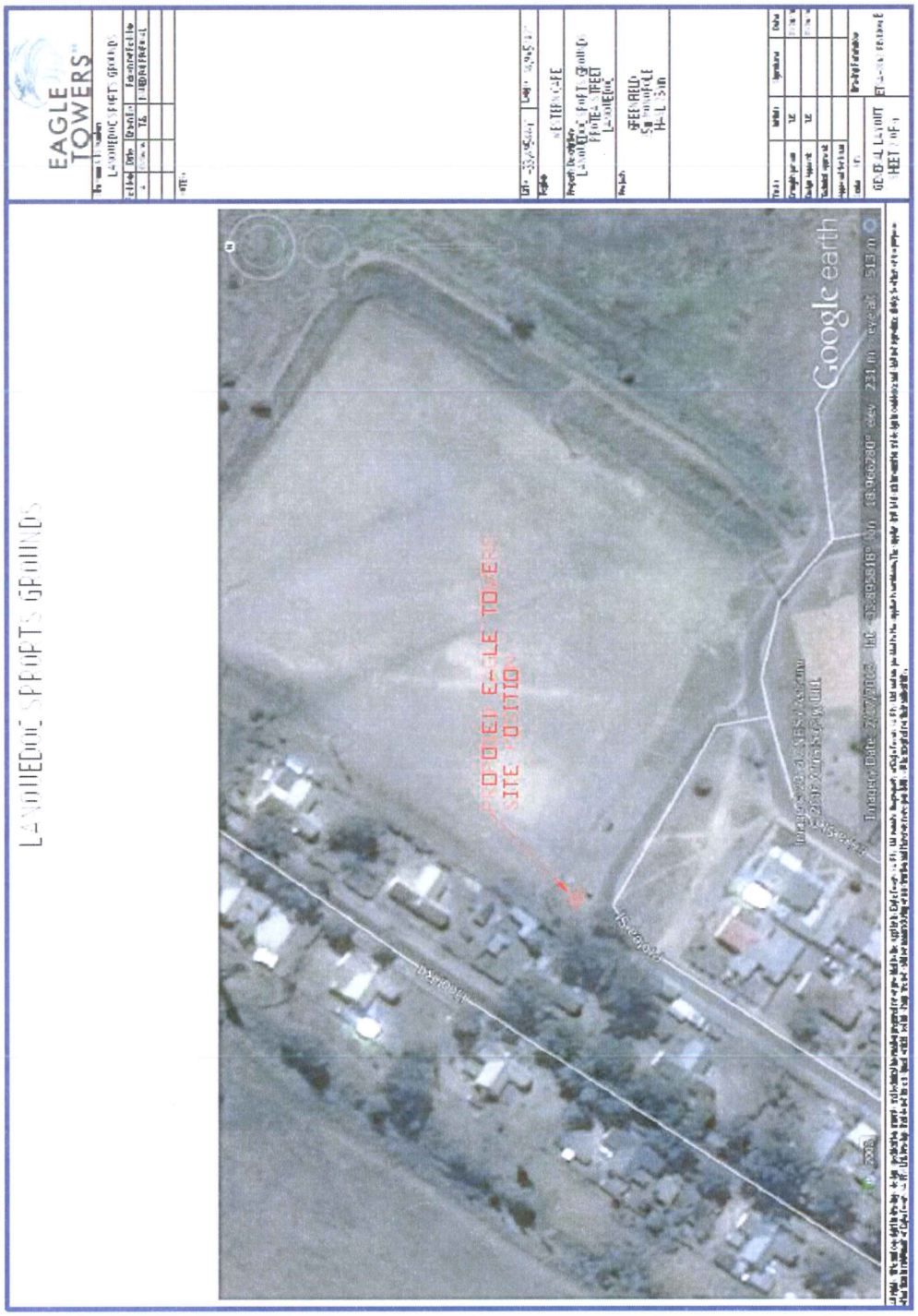
RENTAL ESCALATION RATE	~~THE RATE OF ESCALATION SHALL BE EQUAL TO THE PERCENTAGE INCREASE TO THE HEADLINE CONSUMER PRICE INDEX (FOR ALL URBAN AREAS) AS PUBLISHED BY STATISTICS SOUTH AFRICA THREE (3) MONTHS PRIOR TO THE DATE OF ESCALATION; PROVIDED THAT THE PERCENTAGE SHALL NOT BE GREATER THAN EIGHT PERCENT (8%)~~
	THE RATE OF ESCALATION SHALL BE 6% for the initial lease
RENTAL ESCALATION COMMENCEMENT DATE	ON THE FIRST ANNIVERSARY OF THE LEASE COMMENCEMENT DATE

NOTES: period period. At the time of renewal for the option period, the then applicable tariff will be applied.

Initials of Lessor, Lessee and witnesses

ANNEXURE 2

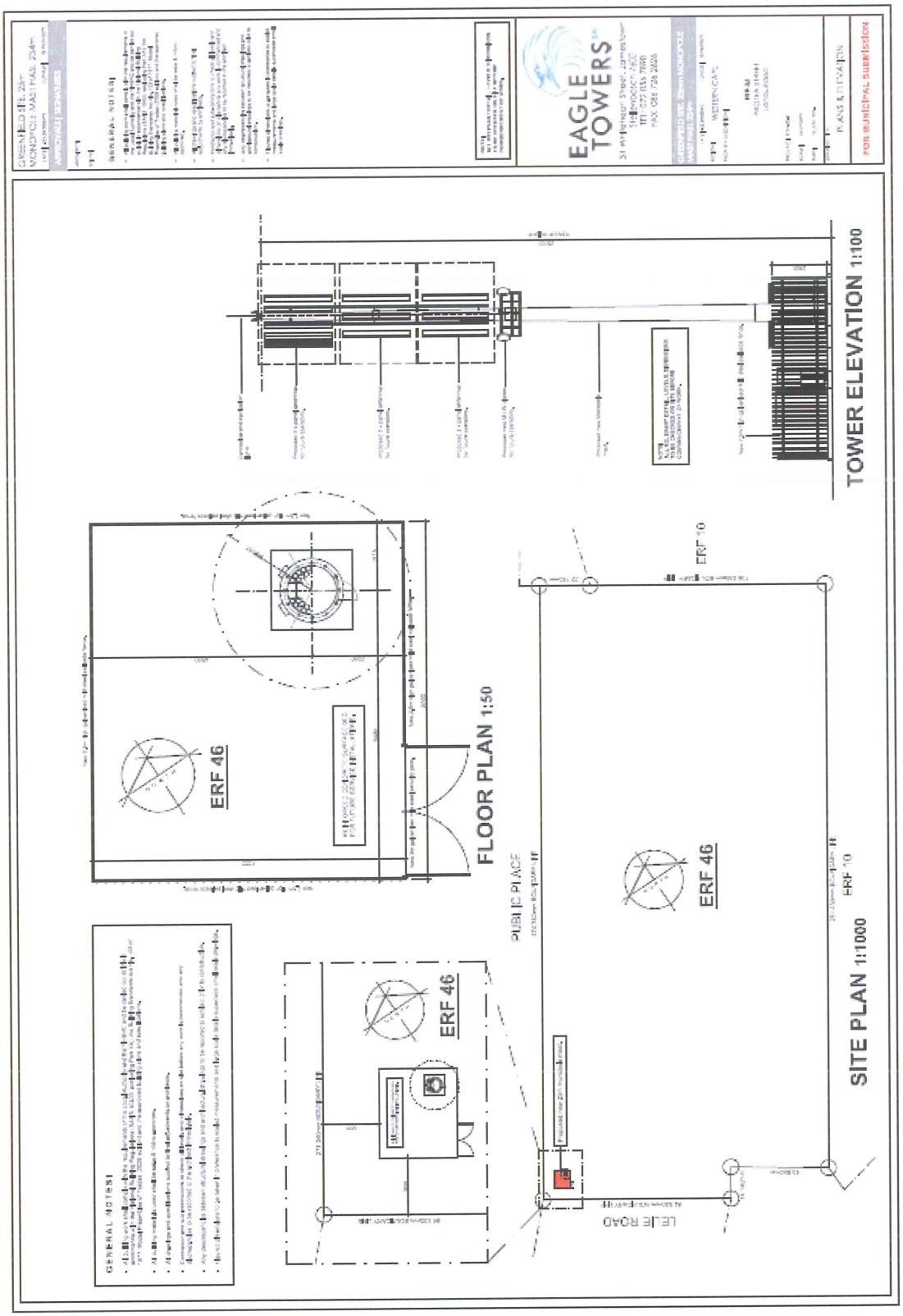
SKETCH PLAN INDICATING RELEVANT DETAILS OF EQUIPMENT TO BE INSTALLED ON THE PREMISES, THE POSITION OF SUCH EQUIPMENT ON THE PREMISES AND THE LOCATION OF THE PREMISES ON THE PROPERTY



Initials of Lessor, Lessee and witnesses

EAGLE TOWERS SA

ANNEXURE 2 (Continued)



Initials of Lessor, Lessee and Witnesses

APPENDIX 2

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MUNICIPALITY • UMASIPALA • MUNISIPALITEIT

OFFICIAL NOTICE

OSED EXTENSION OF LEASE AGREEMENT: HELIOS TOWERS: ERF 46 LANQUEDOC

s Towers has brought an application for the extension of an existing lease agreement for an ex
ommunications tower on Erf 46 Stellenbosch. The application is for the renewal of the agreement
d of four years and 11 months as from July 2023.

xecutive Mayor in consultation with the Mayoral Committee considered the matter on 2023-11-1
ed inter alia that:

ne erf 46 Lanquedoc (Lanquedoc Sports Grounds) be identified as land not needed to provide basic
unicipal services but is required for the delivery of services to residents;
elios Towers be allowed in principle to lease land on which the existing Telecommunication base statio
ected for the additional period of 4 years 11 months from 1 July 2023 subject to Council advertising th
tention for public input and comment;
ne applicant continues to pay rent for the current structure and until a renewal agreement is signed.

HER INFORMATION

er information, such as the agenda item that served before the Mayoral Committee, is available c
te of the municipality in the agenda for the meeting.

ATION TO SUBMIT COMMENTS /OBJECTIONS OR ALTERNATIVE PROPOSALS

ublic is to submit comments/objections or alternative proposals in respect of the proposed granting
referred to above.

uch comments /inputs/objections must be in writing and must reach the Office of the Head: Co
gement by no later than close of business **on 31 May 2024** at the address or e-mail listed.

: yolande.vandenberg@stellenbosch.gov.za
cal address: 3rd Floor, NPK Building, corner of Ryneveld and Plein Streets, Stellenbosch.
hone: 082 418 1610
ine: 021 808 8073

ONS WITH DISABILITIES

e is further given in accordance with Section 21 of the Local Government: Municipal Systems Act, Nc
that anyone with disabilities or who is unable to write, but need to participate in the process, may pr
nerself during office hours at the office of the Head: Contract Management, where a staff member
cipality will assist such person to transcribe that person's comments/inputs or alternative proposals.

LDINE METTLER **DATE**
ICIPAL MANAGER: STELLENBOSCH MUNICIPALITY

7.3.7	**PROPOSED LEASE AGREEMENT: ERF 1258 STELLENBOSCH (61 PLEIN STREET), COL'CACCHIO STELLENBOSCH**

Collaborator No: **770299**
IDP KPA Ref No: **Good Governance**
Meeting Date: **24 July 2024**

1. SUBJECT: PROPOSED LEASE AGREEMENT: ERF 1258 STELLENBOSCH (61 PLEIN STREET), COL'CACCHIO STELLENBOSCH

2. PURPOSE

To consider an application from Dutalian (Pty) Ltd t/a Col'Cacchio Stellenbosch, to enter into a Lease Agreement with Stellenbosch Municipality, in terms whereof they would be able to use a portion of Council-owned property for outdoor dining purposes.

3. DELEGATED AUTHORITY

In terms of the approved System of Delegations the Executive Mayor, in consultation with the Executive Mayoral Committee, has the delegated Authority to consider applications for Lease Agreements, up to a contract value not exceeding R5M and not exceeding a period of 10 years.

The approval of lease agreements of three (3) years and less has been delegated to the Municipal Manager.

4. EXECUTIVE SUMMARY

An application to use a portion of the street reserve for Outdoor Dining purposes has been received from the owner of Col'Cacchio Stellenbosch trading of erf 1258, Stellenbosch. The application is in line with the provisions /requirements of the Outdoor Dining Policy if the tables are placed in such a manner that there remains an unobstructed walkway of 1.5m for pedestrian use. Under 6.2.1 are photos showing the area they intend to use. The applicant does not currently have any lease agreement or previous encroachment agreement with the municipality, and they are not using the area at the moment. The applicant is waiting for the outcome of the application before making use of the area.

They have not specified a requested time for the lease and the area they are interested in is 12 m^2.

The matter was before the Executive Mayoral Committee in May 2024 where it was resolved that the matter be referred back to the administration for a site inspection and then brought back to the Mayoral Committee. The item did not serve in June 2024 due to the request that only urgent matter be dealt with in June.

The applicant has submitted a photograph with hand drawn lines which indicates the area they are interested in. There is no indication as to the walkway that will be left open for pedestrian use. The department does not support this application as it is in the entrance to the throughfare, and we believe that the land is therefore needed for Municipal services namely access to the throughfare and pedestrianisation. The restaurant is already enjoying outdoor dining in front of their restaurant in the courtyard as one enters the throughfare.

The item is resubmitted for consideration.

5. RECOMMENDATION

For consideration

6. DISCUSSION / CONTENT

6.1 Background

6.1.1 Application for lease

An application was received from Dutalian (Pty) Ltd t/a Col'Cacchio Stellenbosch to enter into an agreement with Stellenbosch Municipality in terms whereof they would be able to use a portion of Council-owned property for outdoor dining purposes. A copy of the application is attached as **APPENDIX 1**, with a diagram attached as **APPENDIX 2**.

6.2 DISCUSSION.

6.2.1. Locality and context

Erf 1258, Stellenbosch is located at 61 Plein Street, Stellenbosch, as shown on Fig 1.and Fig 2, below as well as photographs of how area is intended to be used under Fig 3.

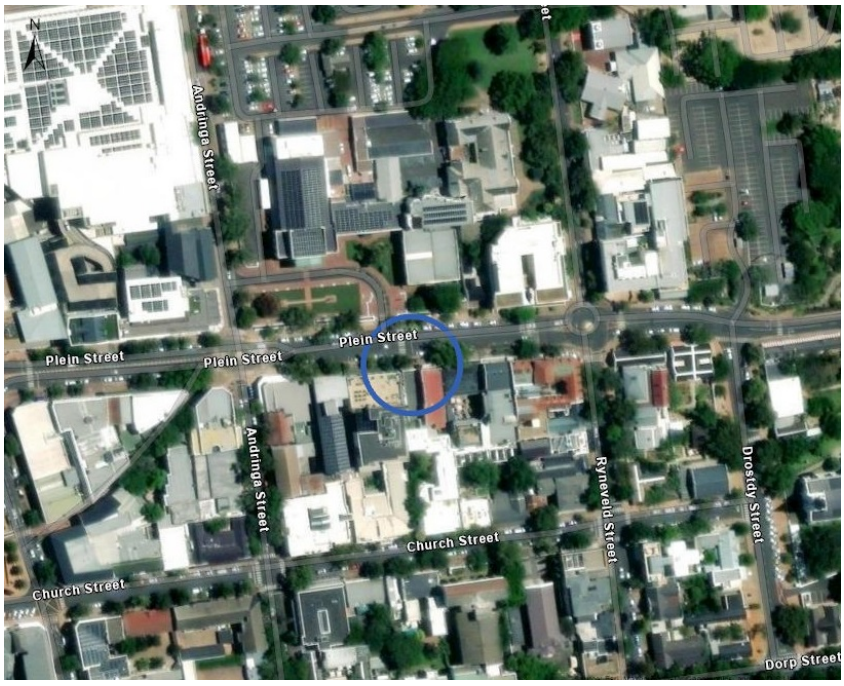


Fig 1. Location and context



Fig 2 .Extent of area



Fig. 3 Intended area for use

6.2.2 Legal requirements

6.2.2.1 Municipal Asset Transfer Regulations

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

a) whether the capital asset may be required for the municipality's own use during the period for which the right is to be granted;

b) the extent to which any compensation to be received for the right, together with the estimated value of improvements or enhancements to the asset, will result in a significant financial benefit to the municipality;

c) the (possible) risks and rewards associated with the use in relation to the municipality's interests;

d) Any comments received from the local community, and

e) compliance with the legislative regime applicable to the proposed granting of the right.

6.2.2.2 Stellenbosch **By-Law on Roads and Streets**

In terms of section 4 of the Stellenbosch By-Law on Roads and Streets, no person may, **without prior written permission of the Municipality**, cause an encroachment on a street, sidewalk or road reserve forming part thereof.

6.2.2.3 Property Management policy

Section 9 2.2 deals with deviations from the competitive process, and reads as follows:

The Municipal Council may dispense with the competitive processes established in this policy and may enter into a Private Treaty Agreement through any convenient process, which may include direct negotiations, including in response to an unsolicited application, but only in the following circumstances, and only after having advertised Council's intention so to act. Should any objections be received as a consequence of such a notice, such objections first be considered before a final decision is taken to dispense with the competitive process established in this policy. However, should any objections, be received from potential, competitive bidders, then a public competitive process must be followed. The advertisement referred to above should also be served on adjoining landowners, where the Municipal Manager is of the opinion that such transaction may have a detrimental effect on such adjoining landowner(s):

6.2.2.4 Outdoor Dining Policy

6.2.2.4.1 Policy Objective

To regulate the use of sidewalks or road reserves for the purpose of outdoor dining and trading, and the temporary use of Public Places for commercial ventures and displays.

6.2.2.4.2 Suitable Locations

Outdoor cafes, restaurants and traders may apply for lease where local conditions are favorable for their operation, including areas of Council e.g. road reserves, sidewalks, Public Open Spaces. All applications in locations of a high pedestrian usage, e.g. a retail center, will be required to take pedestrian needs into consideration.

6.2.2.4.3 Assessment Criteria

The most important local conditions to be considered when an application for lease of the road reserve area is received will be those issues pertaining to pedestrian (including pedestrians who are using wheelchairs, baby prams or are visually impaired) and vehicular circulation, convenience and safety of patrons and the general public, existing streetscape elements and residential amenity.The ground surface must be sufficiently level to support a proper layout and safe use.

6.2.2.4.4 Layout

The style, layout and orientation of furniture should be chosen according to the extent and shape of the available space of the leased area.

The size of an outdoor cafe or placement of any object on the sidewalk will depend on the width of the sidewalk

6.2.2.4.5 Defined Area

The applicant will be required to define the area with appropriate markers. (ie a single galvanized steel nail inserted in between the pavers, or a paint spot no larger than 5cm in diameter placed at the corners of the defined area in a semi- permanent paint) to the satisfaction of Council.

6.2.2.4.6 Lease Conditions

The applicant must comply with the conditions set out in the lease agreement and this policy. The lease will be for a period of not more than 5 years with an option to renew. These conditions would also generally require that the local environmental factors be reviewed annually and adjustments to the lease agreement may be required.

If the lease agreement that is entered into is seen as not providing long term rights there is no need to advertise the proposed agreement for public input/comments or objections. Should the municipality receive any complaints the lease agreement may be terminated due to the objections.

6.3 Financial Implications

In terms of the current, approved tariff structure for outdoor dining lease agreements a fee of R150 per m² is charged on a monthly basis which means that the monthly rental will be R 1 800.00(incl. of VAT) and an escalation of 6% is recommended.

6.4 Legal Implications

The legal implications are discussed under 6.2.2 above. As the proposed term of the lease agreement is three (3) years and when the value of the lease and property is taken into account the asset transfer regulations is not applicable as it is not seen as long term rights on council property that are being given.

6.5 Staff Implications

No additional staff implications.

6.6 Previous / Relevant Council Resolutions

SPECIAL COUNCIL MEETING: 2022-06-22: ITEM 9.2.5 RESOLVEND (nem con)

(a) That council takes note of the intended communication to the public;

(b) That Council takes note that all restaurants and business will be given notice to apply / re-apply for a lease to use council property for outdoor dining purposes; and

(c) That the approval of the leases of three (3) years and less be delegated to the Municipal Manager for approval.

20TH COUNCIL MEETING: 2024-02-21: ITEM 11.3.1

RESOLVED

(a) that Council takes note of the report; and

(b) that the amended General Conditions on Outdoor dining be approved.

EXECUTIVE MAYORAL COMMITTEE: 2024-05-22: ITEM 7.3.4

RESOLVED

that this item be referred to the Administration for site inspection, whereafter the same be resubmitted to the June 2024 Mayoral Committee Meeting.

6.7 Risk Implications

The risks are addressed in the item.

6.8 Comments from Senior Management

6.8.1 Director: Infrastructure Services

Comments by Infrastructure Services:

a) The Municipality concludes an agreement with the applicant, detailing the conditions of approval.

b) A minimum width of 1.5m from the kerb, must be reserved on the sidewalk for pedestrian movements.

c) Encroached area is zoned as road reserve and cannot be enclosed - to exclude the public, the municipality or other services provider from accessing the area.

d) No deck must be erected without the prior written consent of the municipality, including the engineering department, building department and property management department.

d) Council is indemnified against all possible 3rd party claims.

e) The municipality or other public service provider must not be prohibited from maintaining, repairing, upgrading and / or installing new public services with-in the encroached area.

f) For emergency works the applicant will be required to remove the tables and seating and all other objects immediately for the municipality or other public service provider to gain access.

n) The municipality reserves the right to end the encroachment agreement when the need arises, i.e. when the encroached space is required for municipal or other public services purposes.

o) Areas outside of the leased area must remain free from any obstruction to pedestrian movements.



Notes from the department – these conditions are not practical. Putting tables and chairs here will mean that pedestrians must move between tables and chairs who are eating and probably umbrellas for sun protection. When the tables of the two restaurants adjacent is out there is no movement for pedestrians. These conditions contradicts the access for pedestrian policy in the department's opinion.

6.8.2 Director: Planning and Economic Development

No response received.

6.8.3 Chief Financial Officer

Note the concerns by the department.

6.8.4 Director: Community Services

No response received.

6.8.5 Municipal Manager

Approved that item be placed on agenda.

ANNEXURES: 1. Application

APPENDIX 1

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APPLICATION FOR LEASE OF MUNICIPAL LAND APPLICATION FORM

A: APPLICANT'S DETAILS

Name : J.P. Bruinsma / Dutalian (PTY) Ltd t/a Col'Cacchio Stellenbosch

Physical address: Shop 29,30,31 Simonsplein
61 Plein Street
Stellenbosch
.....
Postal code: 7600

Mailing address:
Hout Bay
.....
.....
Postal code: 7806

E-mail address: [redacted]

Telephone: .....

Cell phone: [redacted]

B: PROPERTY DETAILS OF APPLICANT

Erf/farm number : 1258

Suburb: .....

Town: Stellenbosch

C: PROPERTY DETAILS OF LEASE AREA APPLYING FOR

Erf/farm number : on the pavement in front of 61 Pleinstreet

Suburb: .....

Town: Stellenbosch

Area applying for 12 m²

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

D: TYPE OF APPLICATION:

Please mark the appropriate block

For commercial purposes, other than for parking	X
For commercial parking purposes	
For residential parking purposes	
For non-commercial purposes	
For projecting structures onto street reserves	
For projecting structures onto other council-owned land	
Other: please provide description:	

Brief description of application: We would like to put two dining tables for our clients, in front of the building on the sidewalk like our neighbor Drews also has done.

.....

.....

Motivation: For better atmosphere and exposure; by having tables there, we create a nicer ambiance to a – presently – bit of a dead area of the center and are letting people know that there are more restaurants inside as well.

Customer's tend to not realize that there are more restaurants on the inside square.

.....

.....

.....

.....

.....

.....

.....

.....

.....

E: LIST OF ATTACHEMENTS AND SUPPORTING DOCUMENTS

Please mark the appropriate box

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

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

Applicant's signature: ..... Date: 10/4/2024

Full name: Jasper Bruinsma

7.3.8	**LEASE AGREEMENT APPLICATIONS: USE OF COUNCIL-OWNED LAND FOR PARKING PURPOSES: PORTION OF REMAINDER OF FARM 183 STELLENBOSCH (BOSMANS CROSSING)**

Collaborator No: **770307**
IDP KPA Ref No: **Good Governance**
Meeting Date: **24 July 2024**

1. SUBJECT: LEASE AGREEMENT APPLICATIONS: USE OF COUNCIL-OWNED LAND FOR PARKING PURPOSES: PORTION OF REMAINDER OF FARM 183 STELLENBOSCH (BOSMANS CROSSING)

2. PURPOSE

To consider two applications for the lease of the portion of land. The one from Catwalk Investments 385 (Pty) Ltd to lease a portion of the remainder of Farm 183 Stellenbosch for parking purposes for a period of 9 years and 11 months. The other from Miguel de Figueiredo from Inscape also for a lease agreement in order to make provision for the students from Inscape, as well as other businesses in the area. The intention of the applicants is to use the area for parking. The area is currently not a parking area.

3. DELEGATED AUTHORITY

In terms of the approved System of Delegations the Executive Mayor, in consultation with the Executive Mayoral Committee, has the delegated Authority to consider applications for Lease Agreements, up to a contract value not exceeding R5M and not exceeding a period of 10 years.

The Municipal Manager has approved delegations to enter into agreements on behalf of the municipality.

4. EXECUTIVE SUMMARY

Two applications have been received for the use of municipal owned land on a portion of Farm 183, Stellenbosch. Catwalk Investments 385 (Pty) Ltd has filed an application for the lease and development of a portion of the Remainder of Farm 183 Stellenbosch for parking purposes. Miduel de Figueiredo has also filed an application for this portion for parking purposes.

The property in question was previously leased to a paint ball operation and was known as the “Skietbaan”. From 2022 to March 2023 the area was used by Martin and East as a construction site during the construction of the bridge over the Plakenburg river close to Bosmans Crossing. The area is currently vacant undeveloped land. The bollards were removed and people are now parking here in an uncontrolled manner.

The intention of the application from Catwalk Investments is to provide parking for occupants of Bosmans Crossing in order to relieve traffic congestion in the area. The applicant has indicated that they are willing to pay the costs of a surveyor to determine the exact size of the property and further to make a capital investment in developing a parking lot in the area. This will include the development of several parking bays and fencing of the area.The applicant has requested a term of 9 years 11 months and that the monthly rent be determined as per the prescribed tariffs per parking bay, taking into consideration the capital investment from the applicant to develop the parking space.

The other applicant from which an application was received, Miguel de Figueiredo, is intended to provide parking for the overflow of cars in the area and to assist with the upgrade of the area taking into consideration the history of the area. He forms part of the Inscape Education group and indicated that they have 260 students who will partake in this project. This type of activity was never intended for this area.

It has recently come to the attention of the Municipality that there is a severe shortage of parking in the area and several people are using a Heritage site adjacent to the area in question for parking purposes. In order to protect this Heritage site, the municipality has put boulders around the area.

Developers have an obligation to ensure that there is enough parking on site when a development is applied for. If not, they need to pay a contribution levy for the purpose of the municipality developing parking space. The matter was before the Mayoral Committee in April 2024 and the Planning and Economic Development Department was requested to investigate the matter in terms of Land Use approvals for the building being used as a campus. This investigation was done and is discussed below.

The zoning of the property is public open space (see inputs from Planning below) and will have to be rezoned. Mayco must consider the applications and decide to which of the applicants it will be allocated. If approved in principle a public participation process needs to be followed to allow for inputs/comments/other proposals and then brought back to the Mayoral Committee for final approval. As providing of parking is a municipal service the area cannot be identified as not providing municipal services. Parking however does not fall under basic municipal services.

5. RECOMMENDATIONS

(a) that the area is not needed for provision of basic municipal services;

(b) that the applications received be considered and a decision be taken to whom of the applicants it should be leased if the lease is supported;

(c) that Should the lease the property be approved in principle the intention to lease the property for parking purposes be advertised for objections/inputs/objections and the item be returned after the public participation process.

(d) that the period for the lease be considered

6. BACKGROUND AND DISCUSSION

6.1 Background

The property was previously leased to a paint ball operation that was known as the “Skietbaan”. From 2022 to March 2023 the area was used by Martin and East as a construction site during the construction of the bridge over the Plakenburg river close to Bosmans Crossing. The area is currently vacant undeveloped land.

6.2 DISCUSSION

6.2.1 Current applications:

Two separate applications have been received from two different entities in the area, both with the intention to use same for parking purposes. The application from Catwalk Investments 385 (Pty) Ltd is attached as **APPENDIX 1**, together with further information provided from them. The application received from Miguel de Figueiredo who forms parts of the Inscape Education Group is attached as **APPENDIX 2**.

6.2.2 Location and context

The property under discussion is situated next to Bosmans Crossing in Distillery Street. It forms part of a large portion of land known as Farm 183 Stellenbosch which has several active lease agreements on the property. The portion that the applicant is interested in is currently vacant. It is important to note that the area opposite the road, between Adam Tas and Distillery Road was being used for the overflow traffic in the area as there is not sufficient parking. Fig 3 indicates that area that was being used by the members of public for parking purposes. This area was declared as a monument in September 1962 and is an archaeological reserve and holds a very high archaeological significance as the site of Dr Peringuey's discovery of early stone age artefacts in 1899. The municipality needs to ensure that this area is protected.

6.2.3 Report by the Planning and Economic Development

A complaint was received from the Senior Manager: Roads, Transport and Stormwater who raised a concern that with the previous zoning (general business) of Erf 6201 (where the Inscape Campus is located, the one applicant being the owner of the building and the other applicant being involved with the campus) no mention is made of training facilities which has different parking requirements to the current zoning of Mixed-Use Zone.

The Department was able to establish that the property that Applicant 2 (**APPENDIX 2)** does not have any land use approvals for "tertiary educational institution". Currently the Inscape College as well as IMM Graduate School is operating from this building. A compliance notice was served on them on 19 April 2024. The owner submitted an objection to the compliance notice. The owner states that the property is zoned Mixed-Use Zone and the property falls within the Adam Tas Corridor Local Area Overlay Zone. According to the owner tertiary education is a permitted use in terms of the Adam Tas Corridor Local Area Overlay Area and that he believes that the parking provided on Erf 6201 Stellenbosch complies with the parking requirements set out in the Adam Tas Corridor Local Area Overlay Area. He does however admit that there is a practical shortage of parking in the area. In an attempt to resolve the parking shortage, the owner is now attempting to lease municipal land with the intention of creating a parking space in the area. The applicant requested that the compliance notice be withdrawn.

A report on the matter was compiled by a land use inspector and approved by the Director Planning and Economic Development. In the report it states that although the Adam Tas Corridor Local Area Overlay Area has been approved and published, it is important to note that the additional use rights do not automatically apply or vest. The applicant's assumption that compliance is met solely because the property falls within the overlay zone is not correct.

It was recommended that the applicant be afforded three months to submit the relevant land use application to regularise the activities in question. Should the application not be successful the tertiary institution must cease at the end of the year in which they have been informed of the decision. A copy of the full report is attached hereto as **APPENDIX 3**.



Fig 1: Location and context



Fig 2: Proposed leasing area



Fig 3: Heritage Site previously used for parking

6.3 Legal requirements

6.3.1 Municipal Asset Transfer Regulations

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

z) whether the capital asset may be required for the provision of basic municipal services municipality's own use during the period for which the right is to be granted;

aa) the extend to which any compensation to be received for the right, together with the estimated value of improvements or enhancements to the asset, will result in a significant financial benefit to the municipality;

bb) the (possible) risks and rewards associated with the use in relation to the municipality's interests;

cc) Any comments received from the local community, and

dd) Compliance with the legislative regime applicable to the proposed granting of the right.

6.3.2 Property Management Policy

In terms of paragraph 9.2.2 of the Policy, the Municipal Council may dispense with the prescribed, competitive process, and may enter into a private treaty agreement through any convenient process, which may include direct negotiations, but only in

specific circumstances, and only after having advertised Council's intention so to act.

6.4 Financial implication

The tariff for rental of parking bays is approved on an annual basis by council when the budget is approved. The current rate for parking bays outside the Stellenbosch CBD is R234.00 per parking per month. The monthly income will only be determined after the parking lots has been developed in order to determine the amount of parking bays. The developer has indicated in his objection that they are looking at 120 parking bays for this area which will amount to R28 080.00 per month.

6.5 LEGAL IMPLICATIONS

The recommendations contained in this report comply with Council's policies and all applicable legislation, taking into consideration the compliance notice already served as well as the report compiled by the Planning and Economic Development Department attached hereto.

6.6 STAFF IMPLICATIONS

No additional staff implications

6.7 RISK IMPLICATIONS

The highest risk is that if no extra parking is created in the area we will have problems with protecting the Heritage Site in the area.

A further risk to consider is the precedent that may be created for other developers who do not comply with the parking requirements and using a lease of municipal land process in order to become compliant.

6.8 PREVIOUS COUNCIL RESOLUTIONS:

EXECUTIVE MAYORAL COMMITTEE: 2024-04-17: ITEM 7.3.2

RESOLVED

that this item be referred back to Administration to investigate heritage issues on site and zoning of business sites around the plot as well as zoning.

6.9 COMMENTS FROM SENIOR MANAGEMENT

6.9.1 DIRECTOR PLANNING AND ECONOMIC DEVELOPMENT

The zoning of the subject land portion is Public Open Space Zone, with consent use for a cemetery. As a cemetery will include public parking as an associate use, public parking in general and for the sake of optimal utilisation could readily be accommodated on the subject application property.

The application area is currently enclosed by a fence and are not used for parking for the cemetery. Unauthorized parking is currently taking place on the property to the south of Distillery Street between Adam Tas Road and the Plankenburg River, and therefore the request to move this informal parking on the south to the application area north of Distillery Road.

It needs to be noted that the area to the south of Distillery Road is a Provincial Heritage Site, and one of only 2 archaeological and palaeontological Provincial Heritage Sites that is located in the Western Cape. The on-site brass badge indicating that it is a provincial heritage site has been stolen and needs to be replaced along with an information board that explains the palaeontological heritage importance of the site. It is thus paramount that the informal parking be moved from this site and the subject area be enclosed with bollards and made into a green space.

There is no objection to the application area being leased and used for the purpose of a parking area, but it is not supported that the parking be leased and reserved for the exclusive use of any one of the subject properties and may also not serve in the purpose of overflow parking and departure from the parking provisions for any of the subject properties. If developed into a parking area, irrespective of the operator, it should be open to and accessible for the public that visits the precinct.

From the application documentations, it's clear that land use activities on Erf 6201, Stellenbosch now requires the provision of additional parking than can be provided onsite. Isolating the parking in the interests of the tenants of Erf 6201, Stellenbosch only, will sterilize the area and avoid or hinder its use for public parking and is therefore subsequently not recommended from a land use management perspective.

DPED Recommendation:

1. The use of the subject area of Farm No. 183, Stellenbosch for public parking in the interest of the public is recommended for approval.

The approval should be subject to the following conditions.

1.1 The area to be used be surveyed, a surveyor's diagram be submitted to the municipality, which excludes the area declared for the purposes of the Papegaaiberg Nature Reserve, but inclusive of the area to be used only for the proposed lease area to be developed for public parking only.

1.2 The parking area cannot be used as designated overflow parking for Erf 6201, Stellenbosch without an application for departure from the parking requirements for all the buildings and land uses on Erf 6201, Stellenbosch, or any other property.

1.3 The open space area south of Distillery Street between Adam Tas Road and the Plankenburg River is not to be used for any public parking, considering its heritage worthiness.

1.4 The study should be done to ascertain if there is any archaeological and palaeontological artifacts or bones on site before construction and should any artifacts or bones be found during construction, all work is to be stopped immediately and finds to be reported to Heritage Western Cape.

6.9.2 DIRECTOR INFRASTRUCTURE

According to the available documentation Erf file 6201 Volume 1 and 2 – the approval was for a 5-storey office block with a "General Business Zoning", and no mention of Training Facilities (Business / Graduate School) which has different parking criteria to General Business. Therefore, there may be a contravention with the initial approval granted.

It is recommended for Town Planning to verify current zoning (taking into account the recently approved ATC overlay zone) and confirm alignment with the approved building plan conditions and perhaps perform a site inspection to verify the approved usage of the building.

6.9.3 CFO

Supports the recommendations.

6.9.4 DIRECTOR COMMUNITY AND PROTECTION SERVICES

No comments received.

6.9.5 MUNICIPAL MANAGER

Supports the recommendations.

ANNEXURES: **Appendix 1: Application Catwalk Investments**
Appendix 2: Application Migue de Figueiredo
Appendix 3: Report by Planning and Economic Development Department

FOR FURTHER DETAILS CONTACT:

NAME	***Annalene de Beer***
POSITION	***Director: Corporate Services***
DIRECTORATE	***Corporate Services***
CONTACT NUMBERS	***021-8088018***
E-MAIL ADDRESS	***annalene.debeer@stellenbosch.gov.za***
REPORT DATE	***2024 – 07 – 15***

APPENDIX 1

STELLENBOSCH
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APPLICATION FOR LEASE OF MUNICIPAL LAND APPLICATION FORM

A: APPLICANT'S DETAILS

Name : Catwalk Investments 385 (Pty) Ltd

Physical address: Bosmans Business Centre
1 Distillery Street
Bosmans Crossing
Stellenbosch
Postal code: 7600

Mailing address:

Muizenberg
Postal code: 7945

E-mail address: [redacted]

Telephone: [redacted]

Cell phone: [redacted]

B: PROPERTY DETAILS OF APPLICANT

Erf/farm number : Erf Rem 6201

Suburb: Bosmans Crossing

Town: Stellenbosch

C: PROPERTY DETAILS OF LEASE AREA

Erf/farm number :	Portion of RE 183 Stellenbosch
Suburb:	Bosmans Crossing
Town:	Stellenbosch
Area of encroachment:	+- 4000 to be confirmed by survey m²

* To be supplemented with a sketch-plan with dimension in m²- see attached image – area to be confirmed by survey once agreement on principle in order to avoid wasted survey costs

D: TYPE OF APPLICATION:

Please mark the appropriate block

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

Brief description of application:The property in question was previously leased to a "paint ball" operation and was known as the "Skietbaan". The property has recently - 2022 to April 2023 - been used by Martin & East as a construction site camp for the construction of the bridge over the Planckenbrug river at Bosmans Crossing.

The size and dimensions of the portion of the subject property are currently unknown and would need to be determined by a land surveyor – the applicant is willing to arrange for the subject portion to be surveyed at their cost on confirmation in principle.

See attached sketch plan.

Motivation: the intention is to provide parking for occupants of Bosmans Crossing in order to relieve traffic congestion in the area.

E: LIST OF ATTACHEMENTS AND SUPPORTING DOCUMENTS

Please mark the appropriate box

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

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

Applicant's signature: ..... Date: 17/05/2023

Full name: Colin Cameron Pollock Stevenson

FOR OFFICIAL USE

- The application was considered on .....by.....
- The application was

	APPROVED		NOT APPROVED

Conditions (if any): .....

.....

.....

Applicant was informed of outcome on .....

....

SIGNATURE OF RESPONSIBLE OFFICIAL **DATE**

Name:.....

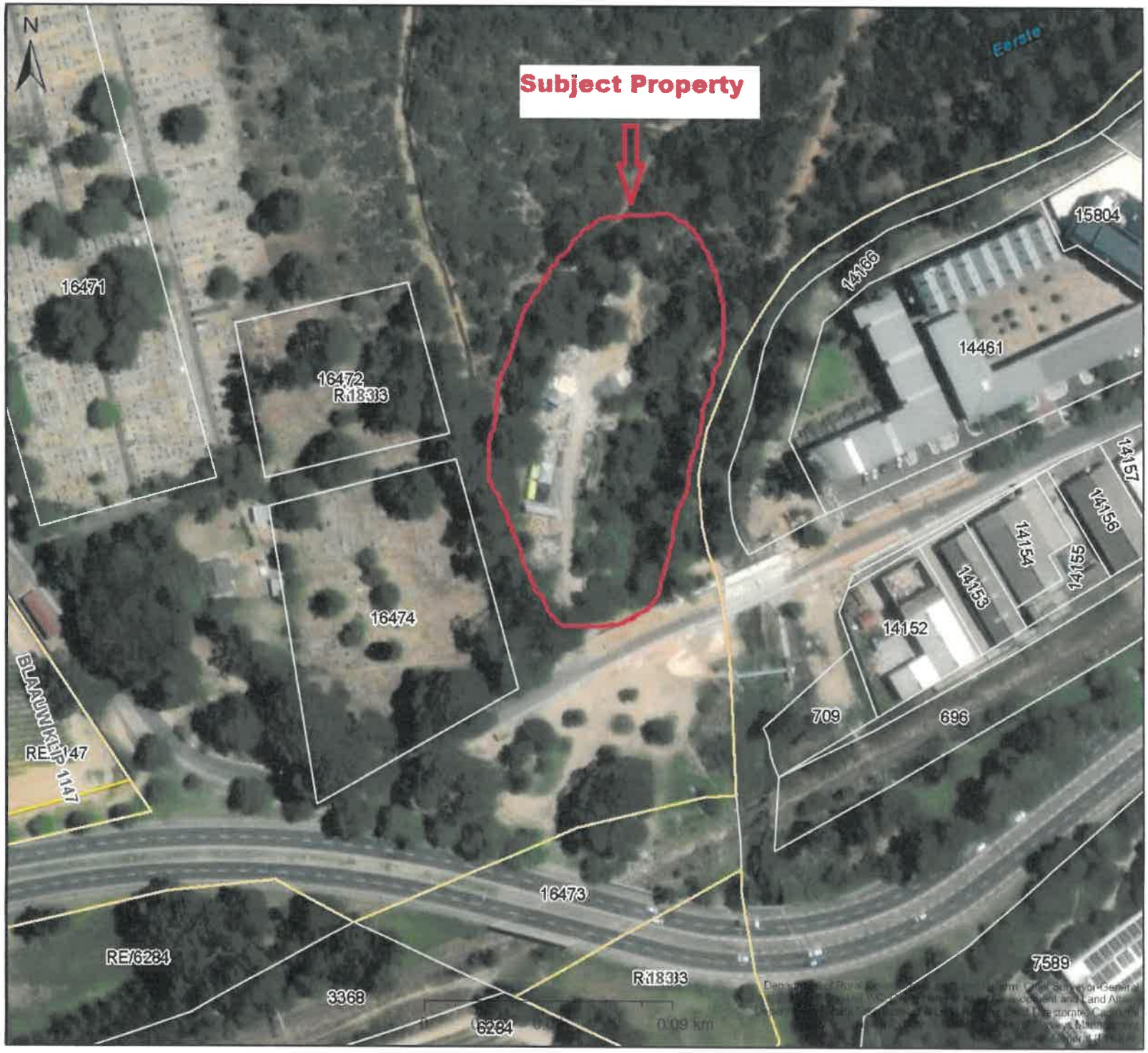
***If approved**

- ☐ Encroachment fee paid
- ☐ Lease Agreement signed
- ☐ Agreement/Permit processed on Contract Management System

....

SIGNATURE OF RESPONSIBLE OFFICIAL **DATE**

Name:.....



"Skietbaan" Bosmans Crossing

Legend

- Administrative Registration
- Parent Farms
- Farm Portions
- Erf

Map Center: Lon: 18°50'39.5"E
Lat: 33°56'27.8"S

Scale: 1:2 257

Date created: May 17, 2023

Western Cape Government
Agriculture
FOR YOU

SUPPLEMENTARY INFORMATION TO THE APPLICATION TO LEASE PORTION OF ERF 183 STELLENBOSCH SITUATED IN BOSSMANS CROSSING.

1. PURPOSE/USE

The property will be used for parking purposes which will relieve parking congestion in the Bosmans Crossing precinct.

2. LEASE TERM

The applicant seeks a lease term of 9 years and 11 months however a shorter lease period would be considered however such shorter period would impact the capital expenditure on the property.

3. CAPITAL EXPENDITURE

The property is currently vacant undeveloped land. The applicant would invest capital to transform the vacant land into an open parking area which would include for security fencing and a paved demarcated surface. Subject to the length of the lease shadeport covering would be considered.

4. RENTAL

The rental would need to be determined subject to the number of parking bays which could be accommodated which will be determined once the property has been surveyed on confirmation in principle to the letting of the property.

It is suggested that the Municipalities parking lease rate be applied per parking bay adjusted for the capital expenditure required to make the land fit for purpose however the applicant would consider alternative methods to determine a fair rental.

APPENDIX 2

STELLENBOSCH
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APPLICATION FOR LEASE OF MUNICIPAL LAND APPLICATION FORM

A: APPLICANT'S DETAILS

Name : Miguel de Figueiredo

Physical address: 1 Distillery road
3rd Floor Bosmans Business Centre
Bosmans Crossing
Stellenbosch
Postal code: 7600

Mailing address: 1 Distillery road
3rd Floor Bosmans Business Centre
Bosmans Crossing
Stellenbosch
Postal code: 7600

E-mail address:

Telephone:

Cell phone:

B: PROPERTY DETAILS OF APPLICANT

Erf/farm number : 1 Distillery Road

Suburb: Bosmans Crossing

Town: Stellenbosch

C: PROPERTY DETAILS OF LEASE AREA APPLYING FOR

Erf/farm number : .....

Suburb: Bosmans Crossing

Town: Stellenbosch

Area applying for .....m²

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

D: TYPE OF APPLICATION:

Please mark the appropriate block

For commercial purposes, other than for parking	☐
For commercial parking purposes	☒
For residential parking purposes	☒
For non-commercial purposes	☐
For projecting structures onto street reserves	☐
For projecting structures onto other council-owned land	☐
Other: please provide description:	☐

Brief description of application: We are a business in Bosmans crossing There are insufficient parkings in the area for the growth of the suburb and this Piece of open land could work perfectly for overflow parking for all in the community

Motivation: We are engaged in this community and would like to work with local Municipality and home/business owners on upgrading the area, creating a tribute to it's History we are in Design education and have 260 students who want to

participate in this concept. We however have insufficient parking and would like to obtain this area on a lease basis where local business and not just us, can utilise this open area for parking. We would not plan to make any significant changes to the grounds as it is currently utilised as parking for movie shoots in the area.
Our Business is Inscape Education Group.

E: LIST OF ATTACHEMENTS AND SUPPORTING DOCUMENTS

Please mark the appropriate box

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

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

Applicant's signature: ..... Date: 18.03.2024

Full name: Miguel de Figueiredo

APPENDIX 3

STELLENBOSCH
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MUNISIPALITEIT • UMASIPALA • MUNICIPALITY

TO: **DIRECTOR PLANNING AND ECONOMIC DEVELOPMENT**

FROM: **MANAGER: LAND USE MANAGEMENT**

SUBJECT: **CONSIDERATION OF THE REPRESENTATIONS RECEIVED ON A LAND USE COMPLIANCE NOTICE SERVED ON ERF 6201, STELLENBOSCH: DISTILLERY ROAD, BOSMANS CROSSING, STELLENBOSCH**

1. PURPOSE

For the Director: PED to consider, in terms of section 89 (2) of the Stellenbosch Municipality Land Use Planning By-Law, June 2023 ("the By-law") the representations lodged in terms of section 87(6) read with section 88(1)(f) of the By-Law.

By serving compliance notices and assessing land use applications in terms of the By-law, the Land Use Management Department acts as the custodian of the By-law on behalf of Stellenbosch Municipality. It is inconsistent for officials dealing with matters related to Chapter IX (Enforcement), to make decisions on representations lodged on land use violation notices.

Council approved per Item 11.8.1 on 24-05-2023 under Delegation LUP 114 that the Director (PED) considers the relevant objections/ representations received in terms of the By-law.

2. BACKGROUND

2.1 A complaint was received by Mr Johan Fullard (Senior Manager: Roads, Transport & Stormwater – Infrastructure Services) of Stellenbosch Municipality who raised a concern that with the previous zoning of the property (General Business), no mention of training facilities (business/ graduate school) which has different parking requirements to the current zoning of Mixed-Use Zone was approved and that there may be a contravention with the initial approval given.

2.2 Upon a desktop study It was established that the property does not have any land use approvals for "Tertiary educational institution".

2.3 During the inspection by the inspector of Erf 6201 Stellenbosch, he was met my Mr Colin Stevenson (Director of Bosmans Business Centre (Pty) Ltd) who confirmed that the building is being utilised by two separate tertiary educational institutions namely, IMM Graduate School and Inscape College.

2.4 Mr. Stevenson has indicated in his written objection that the building was a failed development which had gone into liquidation in ±2010 and stood as a derelict building which was an eyesore at the entrance of Stellenbosch. He further indicated that Bosmans Business Centre (Pty) Ltd acquired the property in 2018 and entered into discussions with private educational businesses to redevelop the property.

2.5 A Compliance Notice was served on the 19th of April 2024.

3. SUMMARY OF REPRESENTATION RECEIVED

3.1 The owners submitted an objection on the Compliance Notice. See **Annexure C**.

3.2 The owners state that the property is zoned Mixed-Use Zone and the property falls within the Adam Tas Corridor Local Area Overlay Area (Section 267) of the Stellenbosch Municipality Zoning Scheme By-Law, 2019 as amended by Council on 24 May 2023 and 29 September 2023.

3.3 The owners state that tertiary education is a permitted use in terms of the Adam Tas Corridor Local Area Overlay Area and which was included in the table on page 2 of their written representation/ objection to the compliance notice.

3.4 The owners state that the final draft document that was placed before and approved by Council at their meeting on 24 May 2023 and now incorporated into the zoning scheme inexplicably excluded the use table without any reference to amendments to the draft that was approved for public participation and advertised as part of such participation.

3.5 The owners state that they believe that the parking provided on Erf 6201 Stellenbosch complies with the parking requirements set out in the Adam Tas Corridor Local Area Overlay Area and to which they further promotes and incentivizes the use of bicycles by creating a "bicycle friendly environment" through secured bicycle storage facilities and showering facilities for cyclists.

3.6 The owners state that they have been allocated bicycles as part of the Provincial Sustainable Transport Plan and have entered into a MOU with the Bicycle Mobility Consortium to *"promote non-motorised transport in and around Stellenbosch and to provide access between the Stellenbosch centre and Bosmans Crossing precinct"*.

3.7 The owners acknowledge that there appears to be a practical shortage of parking in the area.

3.8 The owners in an attempt to resolve the parking shortage have been trying to lease a vacant property from Council which is identified as the disused quarry located at the entrance of Bosmans Crossing which would accommodate approximately 120 cars. The application has been submitted (November 2021) and resubmitted (May 2023). The application has been referred to Mayco.

3.9 The owners refer to a meeting held in November 2018 with Hendre Dednam (Head Planner) & Robert Fooy (Senior Planner) to discuss the zoning and to determine how the existing private education institutions in Stellenbosch, including the list of institutions as indicated on page 5 of the written objection, had dealt with the matter as according to their investigations none of the institutions were zoned "Educational Institution".

3.10 The owners were informed that these private colleges/educational institutions had always been seen as private business operations hence their view of these as legal land uses on business zoned erven and no action had ever been taken against any such activity.

3.11 The owners proceeded on this basis and entered into long term leases with tenants.

3.12 The owners in conclusion state that they respectfully request that taking all of the above into consideration the compliance notice that was served be withdrawn.

4. RECOMMENDATION

4.1 That the Director: PED considers, in terms of section 89 (2) of the Stellenbosch Municipality Land Use Planning By-Law, 2023 the representations lodged in terms of section 87(6) read with section 88(f) of the said By-Law with regards to Erf 6201 Stellenbosch.

4.2 Although the Adam Tas Corridor Local Area Overlay Area has been approved and published, it's important to note that the additional use rights do not automatically apply or vest. The owner's assumption that compliance is met solely because the property falls within the overlay zone is not correct. Instead, an administrative process must be followed, which includes the submission and approval of a Site Development Plan (SDP) as defined in subsections articles 267(34)-(38) of the zoning scheme.

4.3 Due regard has been given to the type of activity in question. It would be impossible for a tertiary institution to cease immediately. Students and their education have to be taken into consideration when a decision is made.

4.4 The notice cannot be withdrawn for reasons stated in paragraph 4.2.

4.5 I recommend that the owners be afforded 3 months (calculated from the date of the notification of the outcome of the response/objection) to submit the relevant land use application to regularise the activities in question. Upon receipt of such land use application all land use enforcement action be suspended until such time the land use application has been finalised.

4.6 Should this application not be successful the tertiary institution must cease at the end of the year in which they have been informed of the decision.

4.7 Should the owners not submit the relevant land use application within three (3) months of the notification date of the outcome of the representations/ objections. The compliance notice be extended to the 31 December 2024.

LAND USE INSPECTOR
Mr Gregory de Vries

Date: 14/05/2024

Recommended by:

14/5/24

SENIOR LAND USE INSPECTOR
Mr Errol Williams

Recommended by:

MANAGER: LAND USE MANAGEMENT
Mrs Chrizelle Kriel

Date: 14-05-2024

SUBJECT: **CONSIDERATION OF THE REPRESENTATIONS RECEIVED ON A LAND USE COMPLIANCE NOTICE SERVED ON ERF 6201, STELLENBOSCH: DISTILLERY ROAD, BOSMANS CROSSING, STELLENBOSCH**

Decision is attached as **Annexure A.**

Supported by:

SENIOR MANAGER: DEVELOPMENT MANAGEMENT
Mr Stiaan Carstens
Date: 15/5/2024

Considered by:

DIRECTOR: PLANNING AND ECONOMIC DEVELOPMENT
Mr Anthony Barnes
Date: 28/5/2024

ANNEXURE A

DECISION IN TERMS OF SECTION 89 (2) OF THE STELLENBOSCH MUNICIPAL LAND USE PLANNING BY-LAW, 2023 AGAINST COMPLIANCE NOTICE:
Date: 14/05/2024
Property: ERF 6201 STELLENBOSCH

The Director: PED hereby, in terms of Section 89(2)(a) and, or (b) of the Stellenbosch Municipal Land Use Planning By-law 2023:

Tick the appropriate box:

CONFIRM THE ABOVE-MENTIONED COMPLIANCE NOTICE, SUBJECT TO A PERIOD OF _____, or	
VARY THE ABOVE-MENTIONED COMPLIANCE NOTICE, SUBJECT TO A PERIOD OF _____, or	
SUSPEND THE ABOVE-MENTIONED COMPLIANCE NOTICE, or PENING THE SUBMISSION AND COMPLETION OF THE RELEVANT PLANNING APPLICTION WITHIN THE STIPULATED TIMEFRAME.	X
WITHDRAW THE ABOVE-MENTIONED COMPLIANCE NOTICE.	

SIGNATURE: _____ **DATE:** 28/5/2024
Mr Anthony Barnes
DIRECTOR PLANNING AND ECONOMIC DEVELOPMENT

COMMENTS/ REASONS FOR THE DECISION:

As recommended.

ANNEXURE B

COPY OF COMPLIANCE NOTICE SERVED

STELLENBOSCH
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Our Reference Number: Erf 6201 Stellenbosch
Enquiries: Gregory de Vries
Email: Gregory.deVries@stellenbosch.gov.za
Contact No: 021 808 8623
Date: 19/04/2024

Bosmans Business Centre (Pty) Ltd (Represented by: Mr Colin Cameron Pollock Stevenson (Director))
Registration number: 2009/004503/07
2 Kimberley Road
St James
Muizenberg
Western Cape
7945

Registered Mail

Dear Sir **Criminal Prosecution**

COMPLIANCE NOTICE IN TERMS OF SECTION 87 & 88 OF THE STELLENBOSCH MUNICIPALITY LAND USE PLANNING BY-LAW, 2023 ("the By-Law):

You are the registered owner of Erf 6201, Bosman's Crossing, Stellenbosch situated at 1 Distillery Road, Bosmans Business Centre, Stellenbosch.

The property is zoned **Mixed-Use Zone** in terms of the Stellenbosch Municipality Zoning Scheme By-Law, 2019 ("the Zoning Scheme"). A list of the uses that are permitted in terms of this zoning is attached. Annexure A.

Stellenbosch Municipality are of the opinion that you are allowing the utilisation/utilising the abovementioned property for **tertiary educational institution** inside the existing building.

Tertiary educational institution is in contravention with zoning of the property, which is Mixed-Use Zone. Section 86(1) of the By-Law provides:

A person is guilty of an offence and is liable on conviction to a fine or imprisonment not exceeding 20 years or to both a fine and such imprisonment if he or she –

(b) utilises land in a manner other than prescribed by a zoning scheme without the approval of the Municipality;

and

In terms of section 90 of the By-Law, if a person fails to comply with a compliance notice, the Municipality may –

(a) lay a criminal charge against the person
(b) apply to the High Court for an order –
- *i. restraining* that person from continuing the unlawful utilisation of the land;
- *ii. directing that person to, without the payment of compensation –*

(aa) demolish, remove or alter any building, structure or work unlawfully erected or constructed; or
(bb) rehabilitate the land concerned
(c) in the case of a consent use or a temporary departure, withdraw the approval granted and act in terms of section 87.

You are hereby instructed to cease the unlawful conduct and to comply with the provisions of the By-Law and zoning of the property by 20/05/2024, notwithstanding your right to submit an objection or representation ito of section 89 the By-Law.

In terms of section 89(1) of the By-Law, *any person or owner who receives a compliance notice in terms of section 87 may object to the notice by making written representations to the Municipality within 30 days of the date of notification.*

(2) After consideration of any objections or representations made in terms of subsection (1) and any other relevant information, the Municipality –

(a) may suspend, confirm, vary or withdraw a compliance notice or any part of the compliance notice; and
(b) must specify the period within which the person to whom the compliance notice is addressed must comply with any part of the compliance notice that is confirmed or varied.

Yours faithfully

Gregory de Vries
Land Use Inspector

for **DIRECTOR: PLANNING AND ECONOMIC DEVELOPMENT**

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ANNEXURE A

CHAPTER 11: MIXED-USE ZONE

103. Zone name and designation on map

(1) The Mixed-use zone may be referred to by the code (MU) and shall be indicated on the zoning map in blue (Colour code 3,113,255).

104. Purpose of the zone

(1) The purpose of this zone is to make provision for the following:
- (a) a variety of business uses (retail and office) and other related land uses within the central business areas of towns;
- (b) a variety of higher density residential uses and tourist accommodation.
- (c) a variety of community uses, creating a zone of mixed land uses that do not have a negative impact on each other.

105. Land use within this zone

(1) The following land uses are permitted in this zone:

Primary Uses	Additional Uses (technical approval)	Consent Uses (application required)
• Commune • Business premises (including shops, markets, restaurants, office) • Clinic • Community residential building • Extramural facility • Flats • Guest house • Hostel • Hotel • Occasional use (one event/year) • Plant nursery • Public institution • Public parking area • Private road • Tourist dwelling unit • Tourist accommodation establishment • Welfare institution	None	• Adult Entertainment • Builders yard • Commercial gymnasium • Conference facility • Day care • Filling station • Freestanding base telecommunication station • Funeral parlour • Gambling place • Helicopter landing pad • Hospital • Indoor sport • Liquor Store • Motor vehicle fitment centre • Motor showroom • Occasional use (> one event/year) • Parking garage • Place of assembly • Place of education • Place of entertainment • Renewable energy structure • Rooftop base telecommunication station • Tertiary educational institution • Warehouse

(2) One or more of the abovementioned primary uses are permitted on a land unit at the same time.

(3) Should a land unit in this zone have an existing dwelling house built on it, additional uses as set out in Conventional Residential zone may be conducted from such dwelling house as if they were primary rights, provided that the parameters as set out in the Conventional Residential zone are adhered to.

(4) Portions of the property in this zone may be registered separately by sectional title.

106. Flats in this zone

(1) No flats shall be permitted at ground floor except with the permission of the Municipality in terms of the Scheme.

107. Business premises in this zone

(1) A business premises, shop, restaurant, or pub may manufacture or package goods which are sold or consumed on the premises, for example wine, beer, baking, perishable goods, clothes.

(2) Such manufacturing and/or packaging shall remain subservient to the main retail activity on the premises and the area used for manufacturing and packaging products shall not exceed 75% of the area of the shop to a maximum of 250m^2 per shop.

(3) A business premises may include a workshop on a portion of the premises where household appliances, electronic devices, clothes, and household goods are repaired and serviced, provided that the area of such workshop may not exceed 50m^2 of the area of the shop.

108. Guest houses, hotels, hostels and, communes in this zone

(1) The number of rooms is not limited in this zone and shall be determined based on the permitted development envelope and the ability to accommodate the number of required parking bays on the site, to the Municipality's satisfaction.

109. Rooftop base telecommunication station

(1) A rooftop base telecommunication station in this zone may only be erected if a consent use application is approved by the Municipality.

(2) A rooftop base telecommunication station antennae may not extend more than 3 meters in height above the part of the building that it is attached to, unless otherwise approved by the Municipality when granting its consent.

(3) Any base station attached to the antennae shall be accommodated within the envelope of the building itself or inside its roof structure and shall not be visible from a public road, unless otherwise approved by the Municipality when granting its consent.

(4) The Municipality may request that a pre-electromagnetic radiation test be commissioned to accompany a consent use application.

110. Building development parameters in this zone

(1) The following building lines, coverage and height shall apply to all buildings within this zone:

Building type	Street boundary building lines (m)	Common boundary building lines (m)	Coverage	Height
Business premises	0m	0m	85%	6 storeys
Filling station	3m	3m	85%	2 storeys
Guest house, hostel, hotel, tourist accommodation	All levels 4,5m	Ground floor: 4,5m First floor: 4,5m Second floor: 6m	50%	6 storeys
All other buildings	4,5m	4,5m	85%	6 storeys

(2) The following additional parameters apply in respect of building lines:

(a) projecting eaves may exceed the common building line by at most 1 meter and a covered external pedestrian walkway may project up to 2 meters along a street boundary but may not exceed the land unit boundary unless a servitude is registered in favour thereof over the adjacent property, or in the case of a public road, an encroachment agreement has been entered into with the Municipality.

(b) a balcony projecting from the face of the building, or positioned on the roof of a building below, shall comply with all building lines applicable to the land unit, but may in any event not be closer than 1 meter from the common boundary whichever is the most restrictive.

(c) outbuildings for security control, electrical substations and refuse storage are not subject to street building line requirements but requires a site development plan approval.

(d) access ramps to basements may exceed the building line.

(e) no stormwater run-off shall be discharged off a building roof directly onto the neighbouring property unless it is a public or private road.

(f) should a building be a combined building consisting of portions where different building lines or parameters apply, each portion of the building shall, according to its use, comply with the applicable parameters or development rules.

(g) notwithstanding the building lines in this section, the Municipality may require a common boundary building line for the protection of any municipal services provided along land unit boundaries.

(h) notwithstanding the building lines in this section, a 5-meter building line is required where the street boundary abuts a proclaimed road.

(i) where a land unit zoned general business abuts a land unit zoned for any other zone except one of the business or industrial zones, a 3-meter building line shall apply to such common boundary. This building line shall be deemed to be automatically relaxed if the neighbouring owner of the land unit or land unit of the shared abutting common boundary grants permission in writing by signing both the relaxation form as prescribed by the Municipality and the accompanying building plan. If the proponent is unable to obtain the neighbour's written permission for any reason whatsoever, an application for a departure may be lodged.

(j) except where underground engineering services, or the presence of mature trees which are conservation worthy prevent it, a basement is permitted 0 meters from the common boundary on condition that it is wholly under existing ground level. Any portion of a basement which protrudes above existing ground level shall comply with the building lines as set out in this section.

(k) notwithstanding the building lines in this section, the regulations promulgated in terms of the National Building Regulations, may require greater setbacks from common boundaries for fire safety purposes, in which case such greater setbacks will prevail over this Scheme.

(3) The façade of a building facing a public road shall present an active interface on ground level to the public road, which may include entrance doors, windows, shop fronts, pedestrian access, landscaping, street furniture, lighting, stoeps and windows, to the Municipality's satisfaction In order to achieve this, the Municipality may relax the street building lines above, subject to the approval of a site development plan, if so required.

(4) The general development parameters as set out in Chapter 5 of this Scheme, shall, where applicable, be complied with.

111. Boundary walls and fences

(1) The height of any wall or fence shall be as follows:

(a) on a street boundary: no more than 1,8 meters high. on a common boundary: no more than 3 meters high.

(b) on a common boundary: no more than 3 meters high.

(2) On a street boundary at least 50% of the area of the boundary wall, including gates, shall consist of visually permeable sections, which may be fencing, painted palisade, wire mesh or cast-iron work, steel railings, wooden slats, or any other material to the Municipality's satisfaction.

(3) The general development parameters relating to boundary walls and fences in section 23 shall also apply.

112. Refuse areas

(1) A refuse area shall be provided to the Municipality's satisfaction

113. Site development plan

(1) A site development plan may be required by the Municipality for any new development to be submitted and shall be approved prior to a building plan submission and shall include a parking layout and landscape plan.

(2) A site development plan may be required for a consent use application and shall serve as the development parameters for such use, once approved.

114. Construction environmental management plan

(1) The Municipality may require that a construction environmental management plan is submitted for approval prior to building plan approval for the construction of new buildings in this zone.

115. Development charges in this zone

(1) The Municipality may impose development charges for any additional use or consent use application in accordance with Planning Law.

(2) A development charge is payable in terms of section 20 in instances where a building plan is submitted to utilize intensified primary development rights which came into operation because of this Scheme.

(3) The Municipality shall, prior to approval of such a building plan, determine the extent of such additional rights and calculate the required levy, which shall be paid by the landowner prior to the approval of said building plan.

(4) The Municipality shall consider additional development charges in at least the following instances where building plans for primary rights are submitted:

(a) any new development where the total floor area exceeds the following:

(i) in former Franschhoek scheme area:

- 255% of the area of the land unit (coverage of 85% on 3 floors) for business related buildings.
- 150% (coverage of 50% on 3 floors) for flats and any other residential buildings.

(ii) in former Section 8 scheme areas:

- 300% of the area of the land unit (floor factor of 3,0) for business related buildings.
- 100% of the area of the land unit (floor factor of 1,0) for flats and any other residential buildings.

(iii) in former Stellenbosch scheme areas:

- 425% of the area of the land unit (coverage of 85% on 5 floors) for business related buildings.
- 185% of the area of the land unit (coverage of 85% on ground and 50% on 2 more floors) for flats and any other residential buildings (excluding hotel and guest house).
- 285% (coverage of 85% on ground and 50% on 4 more floors) for hotels and guest house.

(b) any new development where a direct or indirect limitation applied on the development potential of the land unit in terms of a condition of approval or the provisions of the former zoning scheme.

ANNEXURE C

OBJECTION / REPRESENTATION ON COMPLIANCE NOTICE

bosmans business centre (pty) ltd

Director: Planning and Economic Development
Land Use Inspector
Municipality of Stellenbosch

Attention : Mr. G de Vries
Email : Gregory.deVries@stellenbosch.gov.za

Dear Gregory

COMPLIANCE NOTICE: ERF 6201 STELLENBOSCH DATED 19/04/2024

The above notice and our meeting on Monday 22 April 2024 refer;

LAND USE

We are not in agreement with your contention that we are utilizing land in a manner other than prescribed by a zoning scheme.

The property is zoned Mixed Use Zone however the property falls within the Adam Tas Corridor Local Area Overlay Area – Sec 267 of the Stellenbosch Municipality Zoning Scheme By-Law, 2019 (Adopted by Council 29 May 2019) as amended by Council on 24 May 2023 and 29 September 2023.

In terms of Sec 267 (3*):*

> *"Unless otherwise indicated the development parameters set out in this Chapter* ***replace all other development rules set out in the various use zones*** *applicable to the area and shall apply* ***to all the properties or portion of properties*** *falling within the boundaries of the Adam Tas Corridor Local Area Overlay zone as depicted on map LAO2"* our emphasis in bold)

Accordingly the applicable uses are those that are permitted in terms of the Adam Tas Corridor Local Area Overlay Zone (ATC Overlay Zone) and **not those referred to in your letter** of compliance.

Tertiary Education is a permitted use in terms of the ATC Overlay Zone – this was specifically included in the table below;

2 Kimberley Road
St James 7495
[redacted]

mix of uses (including the compulsory provision of affordable housing), and development yields permitted.

d) Area-wide Services Framework, including the progressive extent of development permitted with respect to bulk infrastructure provision/investment triggered by such development.

e) Area-wide Development Guidelines.

f) The hierarchical process of plan preparation and approval – the "package of plans" – required for precincts and parts of precincts following below the Development Framework and the focus and format of each.

10) The following land uses are permitted in the Adam Tas Corridor Local Area Overlay zone:

Primary Uses		Additional Uses	Consent Uses
Ancillary uses	Occasional use	Non-conforming land use (9)	Adult entertainment business
Apartment/flat	Office		Builder's yard
Authority use	Outdoor sport		Crematorium
Backpacker establishment	Parking bay/parking garage		Filling station/service station
Business premises	Place of assembly		Freestanding base telecommunication station
Church/place of worship	Place of education		Funeral parlour
Clinic	Place of entertainment		Gambling place
Clubhouse	Plant nursery		Helicopter landing pad
Commercial gymnasium	Postal service		Hospital
Commercial services	Private outdoor space		Motor vehicle fitment centre
Community residential building	Private road		Motor vehicle repair centre
Commune	Proclaimed road		Motor showroom
Conference facility	Professional service		Old age home
Day care centre	Public institution		Renewable energy installation
Employee housing	Public and private open space		Rooftop base telecommunication station
Escort agency	Public parking area		Shopping centre
Extramural facility	Public place		Transport purposes (goods)
Function venue/place of entertainment/tourist facilities	Public road		Warehouse
Heritage resource	Railway use		
Hostel	Restaurant		
Hotel	Service trade		
Indoor sport	Shop		
Industry	Tertiary educational institution		
Liquor store	Training centre		
Loading bay	Transport purposes (passengers)		
Market	Utility installation		
Medical consulting rooms	Wellness centre		
Museum	Welfare institution		
Natural environment/nature area			

The above table was included:

a) As Annexure F to the Adam Tas Corridor Local Spatial Development Framework approved by Council in October 2022 (Item 11.8.2) – refer to Appendix 1 (page 755) page 143 (page 791) of the Agenda for the 8th meeting of Council on Wednesday 26/10/2022

b) In the draft Adam Tas Overlay Zone approved by Council for public participation at their meeting on 26 October 2022 (Item 11.8.1)

c) In the draft Adam Tas Overlay Zone which was advertised as part of the public participation process as approved by Council

Notwithstanding the above the Final draft that was placed before and approved by Council at their meeting on 24 May 2023 and now incorporated into the Zoning Scheme inexplicably excluded the Use table without any reference to amendments to the draft that was approved for public participation and advertised as part of such participation.

It is apparent that the Directorate: Planning & Economic Development have either mistakenly excluded the table from the draft placed before Council for approval or alternatively have deliberately misled both the Public and Council – this matter will be taken up with the appropriate authorities.

PARKING

Further to the above, although not included in the compliance notice your email states that "The complaint is that the building is being utilised by tertiary educational institutions and that the parking requirements need to correspond to the Zoning Scheme regulations.

As above the development parameters set out in the ATC Overlay Zone replace all other development rules set out in the various use zones.

In terms of parking the ATC Overlay Zone requires that;

(27) In addressing parking landowners should consider:

(a) *The intent expressed in the Adam Tas Corridor Local Development Framework and area-wide Development Framework to pursue an environment* ***prioritizing public and non-motorized transport.***

(b) *The reality of having to accommodate parking – serving Stellenbosch town and the Adam Tas Corridor Overlay Area – while expecting to progress towards lower private motor vehicle dependence and use over time; this, in turn, requiring* ***innovative transitory arrangements*** *including the* ***provision of parking in a form enabling ready conversion in future to other uses.***

(c) *Centralized parking facilities,* ***delinking the provision of parking from the specific entity served.***

We believe that the parking provided on Erf 6201 complies with the parking requirements and further promotes and incentivizes the use of bicycles by creating a "bicycle friendly environment" through the provision of secure bicycle storage facilities and his/hers showering facilities for cyclists on each tenant floor together with an external Bicycle parking.

Further to the above we have been allocated bicycles as part of the Provincial Sustainable Transport Plan and have entered into a MOU with the Bicycle Mobility Consortium to *"promote non-motorised transport in and around Stellenbosch and to provide access between the Stellenbosch centre and Bosmans Crossing precinct."*



Bicycle Mobility Consortium bicycles at Bosmans Business Centre to promote NMT as part of the Provincial Sustainable Transport Plan

Notwithstanding that we believe that the parking provided at Erf 6201 complies with the parking requirements we acknowledge that there appears to be a practical shortage of parking in the area.

In an attempt to resolve the above we have, for some time, been trying to lease a vacant piece of ground from Council which would be ideal for parking purposes. The property is a disused quarry located at the entrance to Bosmans Crossing and would accommodate approximately 120 cars – this would be directly in accordance with the parking principles of the ATC Overlay Zone by

a) Providing an innovative transitory arrangement through the provision of parking in a form enabling ready conversion in future to other uses; and
b) By providing centralized parking facilities, delinking the provision of parking from the specific entity served.

We await the outcome of our application first submitted in **November 2021** and resubmitted in **May 2023** – we have been informed that the application has been referred to Mayco.

BACKGROUND

Notwithstanding that it is our contention that Tertiary Education is a permitted use and that sufficient parking has been provided in terms of the ATC Overlay Zone it is worth considering the matter in context.

The building was a failed development which had gone into liquidation in +- 2010 and had stood as a derelict building which was an eyesore at the entrance to Stellenbosch and negatively affected property values in the area.





We acquired the property and in 2018 entered into discussions with private education business's to redevelop the property against the security of long term leases.

The property was zoned General Business and under the existing zoning scheme at the time "education" was not a consent use under such zoning. The only use zone that specifically referred to Education was "Education Institution".

In November 2018 we met with - Hedre Dednam (Head Planner) & Robert Fooy (Senior Planner) to discuss the zoning and to determine how the other existing private education institutions in Stellenbosch , including

- Oxbridge Academy
- IMM Graduate School of Marketing
- Moonstone Business School of Excellence (MBSE)
- Elizabeth Galloway Academy of Fashion Design
- Stellenbosch Academy of Design and Photography
- Isa Carstens Health and Wellness Academy
- The Private Hotel School

had dealt with the matter as according to our investigations none of the above were zoned "Educational Institution."

We were informed that these private colleges/educational institutions had always been seen as **private business operations** hence their view of these as legal land uses on business zoned erven and no action had ever been taken against any such activity.

We proceeded on this basis and entered into long term leases with tenants.

CONCLUSION

We respectfully request that taking all of the above into consideration the compliance notice that was served be withdrawn.

Yours sincerely



CCP Stevenson
On behalf of Bosmans Business Centre (Pty) Ltd

7.3.9	**APPLICATION TO CEDE LEASE AGREEMENT TO IHS TOWERS SOUTH AFRICA (PTY) LTD: USE OF COUNCIL-OWNED LAND FOR EXISTING TELECOMMUNICATIONS BASE STATION ON PORTION 14 OF FARM 1674, PAARL (PNIEL SPORTS FIELD)**

Collaborator No: **770300**
IDP KPA Ref No: **Good Governance**
Meeting Date: **24 July 2024**

1. SUBJECT:APPLICATION TO CEDE LEASE AGREEMENT TO IHS TOWERS SOUTH AFRICA (PTY) LTD: USE OF COUNCIL-OWNED LAND FOR EXISTING TELECOMMUNICATIONS BASE STATION ON PORTION 14 OF FARM 1674, PAARL (PNIEL SPORTS FIELD)

2. PURPOSE

For Council-to consider the request from IHS Towers South Africa (Pty) Ltd for the cession of the current lease agreement with MTN of portion 14 of Farm 1674, Paarl for an existing Telecommunications Base Station.

3. DELEGATED AUTHORITY

In terms of the approved System of Delegations the Executive Mayor, in consultation with the Executive Mayoral Committee, has the delegated authority to consider applications for Lease agreements, up to a contract value not exceeding R5M and not exceeding a period of 10 years.

The delegation to consent to the cession of a lease agreement is with Council.

4. EXECUTIVE SUMMARY

A lease agreement was entered into between the Municipality and MTN on 27 September 2016 with a lease commencement date of 1 July 2015 for a period of five years with the option to renew for a further five years. The option to renew was exercised and the second five year term started on 1 July 2020. The current lease agreement does not allow for a cession of the agreement and IHS Towers South Africa (Pty) Ltd has now brought an application to lease a portion of municipal land as they have taken over the tower from MTN. There is already an existing telecommunications tower. Although the contract does not make provision for a cession the parties can agree to amend the agreement and cede the rest of the agreement to HIS towers. No public participation process was followed in 2015 or 2020. The current contract is valid until 30 June 2025. Should HIS towers want to continue with the lease beyond 30 June 2025 they will have to apply for a new lease and then the provisions of the asset transfer regulations will be followed. The amount of time left on this agreement does not trigger the provisions in the asset transfer regulations.

5. RECOMMENDATIONS

(a) that Council confirms that the portion of Portion 14 of Farm 1674 Paarl (Pniel) on which the current telecommunication tower is situated is not needed for basic municipal Services;

(b) that council approves that the contract with MTN be ceded to IHS Towers for the duration of the current lease (30 June 2025);

(c) that the Municipal Manager be authorised to sign an agreement with the parties to cede the lease agreement for the duration of the current agreement on the same terms as the current agreement; and

(d) that a land use application to obtain land use rights for the free-standing base telecommunication station be submitted.

6. DISCUSSION / CONTENT

6.1 Background

Farm 1674, Paarl (Pniel)

This is a large property situated on the outskirts of Pniel (closer to Boschendal) and has several uses including the Pniel Sport Field as well as Millenium Hall. The ownerships of this property vests in the Municipality. No public participation process was followed in 2015 prior to the agreement entered into as the previous Manager Properties dealt with it under his then delegation.

6.2 DISCUSSION

6.2.1Location and context

Application from IHS Towers (Pty) Ltd to lease a portion of Portion 14 of Farm 1674, Paarl Division (Pniel)

Hereto attached as **APPENDIX 1** an application received from IHS Towers South Africa (Pty) Ltd to request the ceding of the current lease of a portion of Portion 14 of Farm 1674, Paarl (Pniel) for an existing telecommunications tower to themselves from MTN. Hereto attached as **APPENDIX 2** is the lease agreement and confirmation of renewal the municipality has in place with MTN for this specific tower. Attached as **APPENDIX 3** is the letter from MTN confirming that a sale and leaseback transaction was signed with IHS Towers South Africa and that this contract is ceded to them.



Fig 1: Location and context



Fig 2: The site

6.2 Legal requirements

6.2.1 Municipal Asset Transfer Regulations

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

ee) whether the capital asset may be required for the municipality's own use during the period for which the right is to be granted;

ff) the extend to which any compensation to be received for the right, together with the estimated value of improvements or enhancements to the asset, will result in a significant financial benefit to the municipality;

gg) the (possible) risks and rewards associated with the use in relation to the municipality's interests;

hh) Any comments received from the local community, and

ii) Compliance with the legislative regime applicable to the proposed granting of the right.

6.2.2 Property Management Policy

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

6.3 Financial implications

Based on the current lease agreement the monthly rental payable is R 8520.14 and the account is settled in full.

6.5 Legal Implications

The legal implications are discussed above. As this is a cession of an existing agreement which is only valid until June 2025 there are no long-term rights being granted by council.

6.6 Staff Implications

No additional staff implications.

6.7 Previous / Relevant Council Resolutions

Writer has not been able to allocate any previous Mayoral Committee or Council resolutions and the previous agreements were dealt with by the former Manager: Property Management.

6.8 Risk Implications

The risks are addressed in the item.

6.9 Comments from Senior Management

6.9.1 Director: Infrastructure Services

6.9.2 Director: Planning and Economic Development

- The zoning of the property is Public Open Space.
- According to municipal records, a temporary departure for the telecommunications base station was approved and valid for five (5) years from the date of final notification (26 January 2009), therefore, the temporary departure was only valid until 26 January 2014.
- The recommendation can be supported on condition that a land use application to obtain land use rights for the free-standing base telecommunication station be submitted.

6.9.3 Director: Community Services

Supports the recommendations.

6.9.4 CFO

Supports the recommendations.

6.9.5 Municipal Manager (Acting)

Supports the recommendations.

ANNEXURES: **Appendix 1: Application**
Appendix 2: Option to renew.
Appendix 3: Cession letter

FOR FURTHER DETAILS CONTACT:

NAME	***Annalene de Beer***
POSITION	***Director: Corporate Services***
DIRECTORATE	***Corporate Services***
CONTACT NUMBERS	***021-8088073***
E-MAIL ADDRESS	***annalene.debeer@stellenbosch.gov.za***
REPORT DATE	***11/06/2024***

APPENDIX 1

STELLENBOSCH
STELLENBOSCH • PNIEL • FRANSCHHOEK
MUNICIPALITY • UMASIPALA • MUNISIPALITEIT

APPLICATION FOR LEASE OF MUNICIPAL LAND APPLICATION FORM

A: APPLICANT'S DETAILS

Name : IHS Towers South Africa

Physical address: 2nd Floor, 6 Parks Boulevard
Oxford Park
199 Oxford Road
Rosebank,
Johannesburg, South Africa

Postal code: 2196

Mailing address: ……
……
……
……
Postal code:……..

E-mail address: ……

Telephone: ……

Cell phone: ……

B: PROPERTY DETAILS OF APPLICANT

Erf/farm number :	N/A
Suburb:	Rosebank
Town:	Johannesburg

C: PROPERTY DETAILS OF LEASE AREA APPLYING FOR

Erf/farm number :	T4989 Pniel Sports Ground – Farm No 1674
Suburb:	Pniel
Town:	Cape Town
Area applying for	60m²

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

D: TYPE OF APPLICATION:

Please mark the appropriate block

For commercial purposes, other than for parking	☐
For commercial parking purposes	☐
For residential parking purposes	☐
For non-commercial purposes	☐
For projecting structures onto street reserves	☐
For projecting structures onto other council-owned land	☐
Other: please provide description:	X

Brief description of application:

Application to cede current active lease between MTN and the Stellenbosch municipality over to IHS Towers South Africa.

……

……

Motivation:

To pursue the cession of this lease agreement for site T779 Papegaaiberg in terms of the bulk purchase completed by IHS Towers South Africa and MTN, this falls under the Western Cape portfolio

E: LIST OF ATTACHEMENTS AND SUPPORTING DOCUMENTS

Please mark the appropriate box

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

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

Applicant's signature: Pratanjee …… Date: 25 March 2024 ……

Full name: Priya Ratanjee - Legal Manager ……..

APPENDIX 2

MTN South Africa (Pty) Ltd.

216 14th Avenue, Fairland, Roodepoort, 2196 Private Bag 9955, Cresta 2118, South Africa
T +27 (0) 11 912 4139 F + 27 (0) 11 912 4341 **mtn.co.za**

12 September 2019

Stellenbosch Municipality

E-mail: Piet.Smit@stellenbosch.gov.za

To whom it may concern

AGREEMENT OF LEASE BETWEEN MTN AND STELLENBOSCH MUNICIPALITY– MTN SITE NAME: PNIEL SPORTS GROUND– T4989– OPTION TO RENEW

The Lease Agreement ("the Agreement") signed on the 27th September 2016 has reference.

In terms of Clause 3.2 of the Agreement: -

"The Lessee has the option to renew the Agreement (the "Renewal Period"), which option shall be exercised in writing by the Lessee no less than 3 (three) Months prior to the expiry of the lease period. The renewal period will be subject to the same terms and conditions contained in this Agreement ……"

Accordingly, MTN (the Lessee) hereby notifies Stellenbosch Municipality (the Lessor), of its intention to exercise the "Option Period" as stipulated in Clause 3.2 of the Agreement.

The Agreement will therefore be renewed for a further period of 5 (Five) years. The renewal will be effective from **01 July 2020**.

All other terms of the Agreement shall remain in full force and effect.

Should you require further information, please contact the writer at the number provided below.

MTN would like to take this opportunity to thank you for your continued support and use of your premises.

Yours in communication

Nokwanda Masuku

Property Co-ordinator

MTN - South Africa

Cell: 083 212 8456

E-mail: Nokwanda.Masuku@mtn.com

Directors: MJ Harper (Chairman), MJ Bosman, SA Fakie, GB Makhaya, GN Motsa, CWN Molope, PF Nhleko, PD Norman, SS Ntsele, LW Phalatse. R Shuter.
Company Secretary: SB Mtshali
Reg. No. 1993/001436/07

APPENDIX 3

MOBILE TELEPHONE NETWORKS PROPRIETARY LIMITED
(Registration number:1993/ 001436/07)
216 14th Avenue, Fairland, 2195
Private Bag 9955, Cresta, 2118, South Africa
Tel +2711 912 3000 Fax +2711 912 4670

27 March 2024

By email: psmit@stellenbosch.org

Dear Mr. Petrus Smit,

RE : NOTIFICATION OF SALE AND CONSENT TO TRANSFER - T4989 – PNIEL SPORTS FIELD;

MTN has concluded a sale and leaseback transaction with IHS Holding Ltd (IHS Holding) for the sale and leaseback by MTN of its telecommunications infrastructure i.e. cell mast towers and rooftop installations to IHS Holding, through its South African subsidiary, IHS Towers South Africa Proprietary Limited (IHS SA).

IHS Holding is listed on the New York Stock Exchange and is one of the largest telecommunications infrastructure providers in Africa, Latin America and the Middle East by tower count, and currently operates towers infrastructure in a number of other African countries. It has an established track record in operating infrastructure of this nature, including comparable transactions with MTN Group in Zambia and Nigeria.

The sale involves, amongst others, the transfer (cession and delegation) by MTN to IHS SA of MTN's rights and obligations under the lease agreement between us relating to the above-mentioned site (Site Lease).

Against the preceding background, this letter hereby serves to:

1. notify you of the sale and leaseback transaction;

Directors: *MJ Harper (Chairman), CS Molapisi (Chief Executive Officer), D Molefe (Chief Financial Officer), MJ Bosman, SA Fakie, N Khan, T Leoka, TBL Molefe, FJ Moolman, RT Mupita, PD Norman, R Ramashia, J Schulte-Bockum, and SA Zinn*
Company Secretary *PT Sishuba-Bonoyi*
Reg. No. *1993/001436/07*
VAT Reg. *4630140434*

2. notify you of the cession from MTN to IHS SA of the Site Lease; and
3. request, pursuant to the terms of the Site Lease, that you consent to the transfer of the Site Lease as set out in this letter by returning the completed consent form below. In this regard, we kindly draw to your attention to the fact that, in terms of the Site Lease, this consent (or declination) should be given acting reasonably and without delay.

Please note that the transfer does not change the terms and conditions of the Site Lease and merely substitutes IHS SA as lessee in MTN SA's stead. MTN will then also continue as a sub-tenant of IHS SA under the leaseback agreement.

Should consent be withheld by you, reasonable valid reasons for such will need to be furnished to MTN.

Please return the signed consent, alternatively, valid and reasonable reasons to the sender of the email containing this letter, within 7 (seven) business days of receipt of this letter.

Following such consent, the transfer of the Site Lease will occur once (and only if) the sale agreement becomes unconditional and will be affected on implementation of the sale. The sale agreement is presently expected to become unconditional and be implemented in quarter 1 (one) of 2022.

On implementation of the transfer, IHS SA will be in contact with you regarding the continued administration of the Site Lease and to provide you with their FICA documents and any further necessary details you may reasonably require. IHS SA shall also send to you a countersigned copy of this letter, for your records.

Signature:

Ernest F Paul

Full Names: Ernest Furstenberg Paul

Designation: General Manager: Network Deployment

Directors: *MJ Harper (Chairman), CS Molapisi (Chief Executive Officer), D Molefe (Chief Financial Officer), MJ Bosman, SA Fakie, N Khan, T Leoka, TBL Molefe, FJ Moolman, RT Mupita, PD Norman, R Ramashia, J Schulte-Bockum, and SA Zinn*
Company Secretary *PT Sishuba-Bonoyi*
Reg. No. *1993/001436/07*
VAT Reg. *4630140434*

CONSENT TO TRANSFER

I, (full names) _____ in my capacity as Lessor, alternatively, the duly authorised representative of the Lessor, hereby consent to the transfer of the Site Lease as set out in the letter to which this consent is attached.

_____

Signature

Capacity:

Date:

COUNTERSIGNED:

IHS TOWERS SOUTH AFRICA PROPRIETARY LIMITED

Pratanjee
_____

Signature Priya Ratanjee

Capacity: Legal Manager

Date: 5 June 2024

Directors: *MJ Harper (Chairman), CS Molapisi (Chief Executive Officer), D Molefe (Chief Financial Officer), MJ Bosman, SA Fakie, N Khan, T Leoka, TBL Molefe, FJ Moolman, RT Mupita, PD Norman, R Ramashia, J Schulte-Bockum, and SA Zinn*
Company Secretary *PT Sishuba-Bonoyi*
Reg. No. *1993/001436/07*
VAT Reg. *4630140434*

7.3.10	REPORT TO COUNCIL ON FARM 1653 LA MOTTE

Collaborator No: **770304**
IDP KPA Ref No: **Good Governance**
Meeting Date: **24 July 2024**

1. SUBJECT: REPORT TO COUNCIL ON FARM 1653 LA MOTTE

2. PURPOSE

To provide a report to Council with regards to the different properties and portions of land situated on Erf 1653 La Motte.

3. DELEGATED AUTHORITY

Council.

4. EXECUTIVE SUMMARY

In February 2024 Property Management Section was requested to conduct an investigation regarding the different uses on this erf. It is one of the large properties with different uses on the property, most of which, is not accommodated in terms of zoning or sub- division. It was resolved that the property must be subdivided, and resolutions taken on those parts of the property that is not used for municipal services.

An investigation has been concluded on the uses of the property and herewith the information found. The property was donated to the Stellenbosch Municipality by the Cape Winelands Municipality and registered in the name of the Stellenbosch Municipality in 2017.

It is the department's suggestion that:

a) those properties required for Municipal Services be subdivided from the bigger property

b) it be noted that the property donated to WC Province for a school, is already in the process of been subdivided from the bigger property and transferred to the department of education;

c) that those properties Council are prepared to lease be subdivided from the bigger property and legalised through lease agreements;

d) that a decision is made what the future of the rest of the property before any further subdivisions are made.

e) that the zoning of the properties in a) and b) be brought in line with the usage after sub division.

The matter was before the Executive Mayoral Committee in May 2024 where it was referred back to the administration for site inspection, whereafter it should be submitted back to the Mayoral Committee. Site inspections have been done by the Property Management Department as well as the Infrastructure Department. The item is submitted again for consideration.

5. RECOMMENDATIONS

For consideration:

(a) those properties required for Municipal Services be subdivided from the bigger property (marked as building 1, 6 and 7 below) and be retained as they are required for municipal use;

(b) it be noted that the property donated to WC Province, for a school (marked as 5 below), is already in the process of been subdivided from the bigger property and transferred to the department of education; and

(c) that the use of the rest of the property be considered before further consideration.

6. DISCUSSION / CONTENT

6.1 Background

6.1.1 Donation from Cape Winelands:

The property was initially donated to the Stellenbosch Municipality by the Cape Winelands Municipality and registered in the name of Stellenbosch Municipality during 2017. Most of the structures and properties currently on Farm 1653 La Motte were already there and in use when the property was transferred to the Stellenbosch Municipality.

6.1.2 Council's request for a report

In February 2024 one of the properties on Farm 1653 La Motte was before Council for consideration of using same as offices for the Infrastructure Department. Council resolved, *inter alia,* that an investigation be done by the Property Management Department into the use of the remainder of the properties on the Farm and a report be brought back to Council.

6.2 DISCUSSION

6.2.1 Location and context

The property under discussion is Farm 1653 La Motte, which is situated close to Franschhoek.



Fig 1: Location and context

6.2.2 Different properties situated on Farm 1653 La Motte

There are 11 properties or portions of land on Farm 1653 La Motte. Each will be discussed with a photograph and summary of who is currently making use of the property or what the future plans are for the specific portion of land.

None of the properties receive accounts for electricity and those who receive any municipal accounts only pay for water.

BUILDING 1:



This property, previously referred to as La Refuge, has been allocated by Council to the Infrastructure Department for use as offices. The infrastructure department has already taken occupation of this property.

BUILDING 2:



This is a residential and business property currently occupied by Mr Adam Cloete who runs a security business from the premises. Mr Cloete has been in the property for over 15 years and has no lease agreement in place with the municipality. Mr Cloete does not receive or pay a municipal account. The Cape Winelands municipality has no record of the property ever being allocated to Mr Cloete and also no lease agreement on file. His occupation is therefore regarded as illegal and unapproved.

BUILDING 3:



This property is being used by Mr Fred Simons as a residential property with an office at the back. According to Cape Winelands municipality Mr Simons moved into the property in 2003 and they have no agreement with him. Mr Simons also does not have a lease agreement with the Stellenbosch Municipality. There is no record of Mr Simons receiving or paying a municipal account. His occupation are therefore regarded as illegal and unapproved.

BUILDING 4:



This is a residential property occupied by Manfred Paulsen. He has no lease agreement with Stellenbosch Municipality and also didn't have a lease agreement with Cape Winelands municipality. Cape Winelands Municipality indicated that Mr Paulse worked on the Work for Water Project and it is possible that he received permission from SAFCOL to move in without a formal lease agreement. Stellenbosch Municipality has not been provided with any official documentation from SAFCOL or any other body that may have had he rights to provide legal occupancy. For that reason the occupation is regarded as illegal and unapproved.

PORTION 5



This portion of the farm was donated by the Stellenbosch Municipality to the Western Cape Government with the intention for them to build a new school for the La Motte and Wemmershoek areas. The sub-division as well as registration of this portion in the name of the Western Cape Government is currently underway.

BUILDING 6



The recycling depot component is currently not being used by the Stellenbosch Municipality. There is a woman who uses the space illegally and there is currently legal action to evict her from the property in process. The municipality cannot use the space due to the illegal occupant. The municipality has appointed a consultant to build a depot as soon as the eviction has taken place.

A part of the buildings on the property is used by the Roads and Stormwater department as well as Water Services as a depot.

BUILDING 7



This is the current fire station from which the services are delivered for the area. An upgrade/maintenance on this building is also in process after the roof was repaired.

BUILDING 8



This property is known as the “ou-opleidings-sentrum” and there are three different families occupying the property. The identity of all occupants on this property is not clear and there are no lease agreements in place for this property. The occupants are also not receiving municipal accounts. Their occupation is therefore seen as illegal and unapproved.

BUILDING 9



This is a residential property occupied by Mary Arendse. She has been residing in the property for over 15 years. There is no lease agreement between the Stellenbosch Municipality and Mrs. Arendse. She does receive and pay a municipal account. The Cape Winelands Municipality has no record of an agreement with Mrs. Arendse allowing her to take occupation of the property. The occupation in therefore seen as illegal and unapproved.

BUILDING 10



This is a residential property occupied by Mr. Eddie Cloete. Mr. Cloete was allocated the property by SAFCOL however he has no lease agreement with the Stellenbosch Municipality. The Cape Winelands District Municipality confirmed the allocation by SAFCOL in a letter. Mr Cloete receives and pays a municipal account.

BUILDING 11



This property is known as the “Sop-kombuis” and is occupied by Sylvia Bell. The Cape Winelands Municipality confirmed in a letter in 2004 that she took illegal occupation of the property and there was no agreement with Mrs. Bell when she took occupation of the property in 2003. She also does not have a lease agreement with the Stellenbosch Municipality. She

receives a municipal account on a monthly basis for water, which she pays. The occupation is therefore regarded as illegal and unapproved.

Fig 1 amplified indicating the different properties referred to above.



6.3 Financial implication

The occupants are not paying rent for the use of the properties and most of them are also not receiving or paying municipal accounts. The properties that are being used by members of the public should all be paying rent as well as municipal accounts on a monthly basis. The monthly rent payable should be determined by a valuator. Should council want to condone their occupation they need to apply to lease the properties and enter into legal lease agreements with Council.

6.4 Legal requirements

Should council want to condone their occupation they need to apply to lease the properties and enter into legal lease agreements with Council.

Subdivisions of the property's council is using for services should be completed and Council should decide what to do with the illegal occupiers.

6.5 STAFF IMPLICATIONS

No additional staff implications at this stage. Both the Fire Department and Waste Management has staff members in the two buildings used by the municipality for services.

6.6 RISK IMPLICATIONS

The risks are addressed in the content of the item.

6.7 PREVIOUS COUNCIL RESOLUTIONS:

20TH COUNCIL MEETING: 2024-02-21: ITEM 11.3.2

RESOLVED

(a) that the use of the property for Infrastructure Services be approved;
(b) that the Council resolution dated 2023-03-22, be reviewed and rescinded; and
(c) that the use of the rest of the property be investigated and a report be brought back to Council.

EXECUTIVE MAYORAL COMMITTEE: 2024-05-22: ITEM 7.3.2

RESOLVED

that this item be referred to the Administration for site inspection, whereafter the same be resubmitted to the June 2024 Mayoral Committee Meeting.

6.8 COMMENTS FROM SENIOR MANAGEMENT

6.8.1 Municipal Manager:

Supported

6.8.2 Director Planning and Economic Development;

The property currently has a split zoning: Agriculture and Rural Zone as base zone and Utility Services Zone (existing fire station yard).

The recommendation in paragraph 5 of the item is supported. The intended land uses must be confirmed in order to complete and / or initiate the appropriate land use applications to obtain the required land use rights.

It should also be noted that the Housing Development Section has started with the process of looking into the feasibility of providing some form of housing development on a portion of the property.

6.8.3 Director Infrastructure Services

We confirm that the site on which Building 6 is, is utilised by Infrastructure Services as a Roads and Water Services Depot.

We agree for the Municipality to proceed with the eviction process.

Comments from Corporate Services: *The legal action to evict the illegal user has started some time ago already and is in process*.

6.8.4 Director Community and Protection Services

Supported.

6.8.5 CFO

Supports the recommendations.

FOR FURTHER DETAILS CONTACT:

NAME	***Annalene de Beer***
POSITION	***Director: Corporate Services***
DIRECTORATE	***Corporate Services***
CONTACT NUMBERS	***021-8088018***
E-MAIL ADDRESS	***annalene.debeer@stellenbosch.gov.za***
REPORT DATE	***2024-07-15***

7.3.11	**RETURN ITEM: BOTMASKOP ESTATE DEVELOPMENT PROPOSED LAND SWAP: BOTMASKOP ESTATE DEVELOPMENT ERF 3363 AND REMAINDER OF FARM 333, STELLENBOSCH**

Collaborator No: **770304**
IDP KPA Ref No: **Good Governance**
Meeting Date: **24 July 2024**

1. SUBJECT: RETURN ITEM: BOTMASKOP ESTATE DEVELOPMENT PROPOSED LAND SWAP: BOTMASKOP ESTATE DEVELOPMENT ERF 3363 AND REMAINDER OF FARM 333, STELLENBOSCH

2. PURPOSE

To provide Council with feedback after the public participation process was followed and finalised on the request of a possible land swap between the Stellenbosch Municipality and Botmaskop Estate Development.

3. DELEGATED AUTHORITY

Council must consider the matter.

4. EXECUTIVE SUMMARY

The Botmaskop Development was approved by the Municipality several years ago. On 16 April 2018 an encroachment agreement was entered into between the municipality and Reset Properties on the land they are now requesting to swap.

The developers of the Botmaskop Development have requested that council consider a possible land swap for this encroached area (adjacent to the Botmanskop Estate Development), portions of erf 3363 and Remainder of Farm 333 Stellenbosch for a similar size portion of land higher up against the mountain being portion of portion 2 of farm 490 Stellenbosch. The two portions of land from the Municipality are 4.69 hectares in total. The proposed land to be swapped is also 4,69 hectares.

The matter served before the Mayoral Committee in November 2023 and was referred back to obtain a valuation report on the properties and for further refinement. A valuation report was obtained and the matter served before Council in February 2024 where Council resolved to request comments/inputs on the and swop before it is considered by Council. A notice was published in due Burger, which is the only newspaper circulating in the whole of the WC024 with a closing date of 17 May 2024 (**APPENDIX 4).**

The Public Participation process has been finalised and several comments and objections have been received from the public. These comments and objections are attached to the item and will be briefly discussed in the item. There were comments received in June long after the closure for inputs and the Municipal Manager requested that those inputs be included in the item despite it been received late. There were comments received in June long after the closure for inputs and is included for completeness' sake despite it been received late.

5. RECOMMENDATION

For consideration

6. DISCUSSION / CONTENT

6.1 Background

6.1.1 Development of Botmaskop Lifestyle Estate, Stellenbosch

The development of Botmaskop Lifestyle Estate was approved by the municipality several years ago, subject to certain conditions. The development is currently underway.

On 16 April 2018 an encroachment agreement was entered into between the municipality and the Reset Property Development.

6.2. DISCUSSION

6.2.1 Location and context

The developers of Botmaskop Estate Development have requested that we consider a possible land swap as the expenses they will incur for the erecting of the fence will be R7 million and the current encroachment allows for termination with three months' notice. The current encroachment with Reset Properties only allows that the land be used for gardening and security purposes and will only be terminated if the land is needed for municipal purposes or the person using the encroachment is in breach of contract. The municipality prefers lease agreements rather than encroachments for these type of uses and has done away with encroachment agreements since.

Attached hereto as **APPENDIX 1** is the letter received from the Development. Attached as **APPENDIX 2** is the encroachment agreement with Reset properties. The municipality has no agreement as per clause 4.3 of the encroachment agreement with Botmaskop Estate Development.

The area is shown on fig 1 below. On page 2 of **APPENDIX 1** an indication of the proposed land swap is shown.



Fig 1: Location

6.2.2 Proposed land swap and valuation report:

The request and proposal to the municipality for the land swap is in respect of two portions of land belonging to the municipality measuring 4.69 hectares, portions of erf 3363 and Remainder of Farm 333 Stellenbosch. They request to swap this for a portion of land higher up against the mountain, portion of portion 2 of farm 490 Stellenbosch, measuring 4.69 hectare in order to secure the long-term access and free flow between the various pockets of land, in support of the larger Stellenbosch community. It is unclear why they cannot achieve this objective if they lease the land currently under an encroachment.

A valuation report was requested and is attached hereto as **APPENDIX 3**. It is evident from the valuation report that the areas in the name of the Municipality and the area in the name of the Developer are both valued at R 1 950 000.00 per hectare. As the properties are the exact same size the valuation for the properties is the same. It is important to note that the valuation itself has been one of the main concerns raised in the objections received indicating that it is impossible for the areas to be of the same monetary value.

6.2.3 Notice for Public Participation Process:

A notice was published in Die Burger newspaper on 19 April 2024 calling on the public to provide comments/objections or alternative proposals on or before 17 May 2024. A copy of the advertisement is attached hereto as **APPENDIX 4**.

Several comments and objections were received during this period. We have also received comments after the period which is included for completeness despite it been received outside the period for inputs.

6.2.4 Objections received:

A total of 6 objections were received within the notice period and are all attached to the item. A brief summary of every objection received is as follow:

1. **Objection 1:** Objection filed by Pieter Rautenbach – Mr Rautenbach indicates that he objects to the development as a whole and that all-natural vegetation has been destroyed. He further states that the development is not eco-friendly and that the developers have already planted invasive species. In terms of the land swap itself Mr Rautenbach states that developing high up on the mountain is challenging and that the developers are looking for an easy way out. A copy of the full objection is attached hereto as **APPENDIX 5**.

2. **Objection 2**: Objection filed by Dr Brian du Preez from du Preez Botanical Consulting – Dr du Preez indicates that the development should not have been approved in the first place as it falls within a critical biodiversity area (CBA area). He says that much of the area of the development is too steep to develop housing yet almost all of the natural vegetation has been removed and that the developer has not taken any measures to mitigate against the impacts of the development. In terms of the land swap Dr du Preez states that the municipality cannot allow for the developer to take over more land where the fynbos vegetation will be destroyed. One of his main concerns being that they have not been able to access the Environmental Impact Assessment (EIA) and that the Municipality should not allow the land swap without a full and transparent EIA. Dr du Preez states that allowing the land swap will further reduce easily accessible and relatively safe green spaces for Stellenbosch residents. He closes his objection by stating that the proposal received from the developer is vague and the public

participation was poorly advertised which installs little confidence in the legitimacy of the proposal. He states that the municipality is complicit in environmental crimes that are slowly being exposed. A copy of the full objection is attached hereto as **APPENDIX 6**.

3. **Objection 3**: Objection filed by Mrs Marleen Lourens – Mrs Lourens states that she could see no valid reason to consider swapping the land with the developers and strongly oppose giving into their demands. Her objection is based on the environmental impact the development has on the mountain stating that it has already taken away from the public and that she can't see why the Municipality would entertain the developers any further. She asks to municipality to safeguard the land in its care and to not allow more land to be incorporated into the development. A copy of the full objection is attached hereto as **APPENDIX 7**.

4. **Objection 4:** Objection filed by the Stellenbosch Interest Group (SIG) – The SIG states that critical information relevant to the Land Swap is not available and that the application is based on fallacy. They further claim that the requirements set out in the Municipal Management Finances Act have not been met and that the proposal is in direct conflict with the approved Municipal Spatial Development Framework. They state that the current encroachment agreement is null and void. They raise a concern about the identity of the applicant as the application is brought under the name "Botmaskop Estate" and signed by the CEO for Botmaskop Estate. They further state that the application is premature pending the outcome of a complaint lodged on 4 May 2024 with the Western Cape Environmental Law Directorate regarding the development footprint impacting the kloof which is claimed to be an infringement of NEMA. A statement is also made that the developers have unlawfully and illegally commenced with the development on the encroached area.

   The SIG argues that the valuations obtained by the Municipality is misleading the public and the properties do not have a "similar valuation". An explanation is provided on the municipal values of the different portions in Clause 5.2 of the objection. It is mentioned that the property the developers are offering is too high up on the mountain and can't be developed whilst the area the municipality currently owns runs along a ridge line and is extremely valuable – it is therefore not possible that the properties are the same value.

   The SIG states that the exchange of highly valuable municipal land for land owned by the developers that has no economic value is prohibited by the MFMA and in addition, no department of the Municipality has any need to acquire the land on offer by the developers.

   A copy of the full objection together with its annexures are attached hereto marked as **APPENDIX 8.**

5. **Objection 5**: Objection filed by Advocate Louise Ferreira – Advocate Ferreira expresses her dismay with the information provided in the previous item as well as the information statement and indicates that the information provided in terms of the areas is not adequate. It does not indicate the proposed new boundaries should the land swap be approved. She further states that the zoning of the areas is unclear and brings into question the validity of the valuation reports. There is also not enough information provided to consider the impact of the possible land swap on the local community's use and enjoyment of the Botmaskop Nature Area.

   Advocate Ferreira also raises questions and concerns about the zoning of the area and the possible future zoning of the area.

Advocate Ferreira has questions relating to the encroachment agreement entered into between Reset properties and the Municipality. She states that no explanation was provided why it was necessary for the developer and the Municipality to enter into an encroachment agreement. She has questions about the use of the encroachment area and whether utilities and services will be placed in this area for the development hence creating a situation where the municipality cannot refuse the application for a land swap.

A copy of the full objection is attached hereto as **APPENDIX 9.**

6. **Objection 6**: Objection filed by Casabio – Casabio is a non-profit organisation that documents flora and fauna for conservation, education and research. They are concerned that there is no environmental consideration mentioned in the land swap. They indicated that they have looked at the website of the developer and see many alien infestation. Dr Gwynne-Evans indicate that until he understand the future plans in terms of the biodiversity and agreements for the management he cannot support the application for the land swap. A copy of the full objection is attached hereto as **APPENDIX 10**.

6.2.5. Comments by Stellenbosch Interest Group (SIG) on information circulated to public by the Stellenbosch Trail Fund (STF).

In a response to the notice calling for comments that was published a document was distributed to members of the public by the Stellenbosch Trail Fund (STF) wherein they give their support for the land swap. It is important to note that this document was never seen or approved by the Municipality prior to circulation and was brought to the attention of the municipality by the Stellenbosch Interest Group when they provided the document together with further comments on the document after the closure date of 17 May 2024.

The STF indicates in the document they send out that they are of the view that the proposed land swap will benefit the municipality as well as the trails community. They also indicate that at the Council meeting held in February 2024 Council supported the land swap pending a public participation process. (**It is very important to note that this is incorrect – Council did not support the land swap and merely resolved that a public participation process be followed before Council will consider the proposal for a land swap).** The document further provides pictures and a summary of how the trails will be affected if the land swap is not approved. It further indicates how service roads and roads needed for firefighting and other emergency services will be negatively impacted if the land swapped is not approved. A copy of the document is attached hereto as **APPENDIX 11**.

In response to the document circulated by the STF, the SIG provided further comments. Their comments are mostly based on the averments made by the STF on the encroachment agreement. The main concern raised was the fact that the Developer is not the same entity that entered into the encroachment agreement, being Reset properties. Secondly, the encroachment agreement is not simply an unlimited “usage” agreement as suggested by the STF, it is expressly limited to “gardening and security purposes” and strictly limited to “non-commercial purposes” while a residential development is indeed a “commercial purpose.” A copy of the response is attached hereto as **APPENDIX 12**.

It is important to note that both documents were received on 23 May 2024 which is after the closing date of the public participation process and was included for completeness sake.

6.2.6 Letters of support for the land swap received from the public

After the public participation process several emails in support of the land swap were received. These comments and letters of support were all received after the date for closure of the public participation process. It appears that a further email from STF was sent out to its members asking them to write a letter of the support to the Municipal Manager. Most of these emails do not go into detail of the support and therefore no summary for each letter of support will be provided. All letters of support are attached hereto as follow:

- Letter of Support – Albrecht Gantz attached as **APPENDIX 13;**
- Letter of Support – Peggy Vreken attached as **APPENDIX 14;**
- Letter of Support – Ted Boezaart attached as **APPENDIX 15**;
- Letter of Support – Danie Kotze attached as **APPENDIX 16**;
- Letter of Support – Hannes Swart attached as **APPENDIX 17**;
- Letter of Support – Cor & Adriette Booysen attached as **APPENDIX 18**;
- Letter of Support – Dawid Heyl attached as **APPENDIX 19**;
- Letter of Support – Paul Haumann attached as **APPENDIX 20**;
- Letter of Support – Ernst Gouws attached as **APPENDIX 21**;
- Letter of Support – Jan Vrekken attached as **APPENDIX 22**;
- Letter of Support – Rudi Buys attached as **APPENDIX 23**;
- Letter of Support – Rob Godlonton attached as **APPENDIX 24**;
- Letter of Support – Willem & Magdalena Roos attached as **APPENDIX 25**;
- Letter of Support – Michiel le Roux attached as **APPENDIX 26**;
- Letter of Support – Richter Taljaard attached as **APPENDIX 27**.

6.2.7 Appeal submitted to the Western Cape Government by the Stellenbosch Interest Group:

For the sake of providing Council with all relevant information available to us the Property Management Department is including the appeal that was submitted to the Western Cape Government by the Stellenbosch Interest Group and brought to the attention of the Municipality. The appeal is against the amendment of the Environmental Authorisation in terms of NEMA and the Environmental Impact Assessment Regulations for the Amendment of the Environmental Authorisation issued on 3 November 2024 and is attached hereto as **APPENDIX 28**.

A part of the Appeal was a condonation application for the late filing of the appeal. On 11 June 2024 the SIG was informed that the application for condonation is dismissed

and therefore the appeal cannot proceed. A copy of the letter from Minister Bredell is attached hereto as **APPENDIX 29**.

6.3 Legal requirements

6.3.1 Municipal Finance Management Act (MFMA)

In terms of Section 14 of the MFMFA a Municipality may not transfer ownership as a result of a sale or other transaction, or otherwise permanently dispose of a capital asset needed to provide the minimum level of basic services.

Further, in terms of Subsection (2), a municipality may dispose of land not needed to provide the main level of basic municipal services, but only if the Council, in a meeting open to the public, (a) has decided on reasonable grounds that the asset is not needed to provide the minimum level of basic municipal services; and (b) has considered the fair market value of the asset and the economic and community value to be received in exchange for the asset.

In terms of sub-section (5) any such transfer must be competitive and consistent with the SCM Policy.

6.3.2 Asset Transfer Regulations

In terms of Regulation 5 (1) (b) of the Asset Transfer Regulations, a municipal Council may transfer or dispose of a non-exempted capital asset only after the Municipal Council:-

(i) has made the determination required Section 14(2)(a) and (b); and

(ii) has, as a consequence of such determination, approved in principle that the asset may be disposed of.

In terms of Regulation (7), when considering any disposal as contemplated above, a council must take into account:-

(*a) whether the capital asset may be required for the municipality's own use at a later date;*

(b) the expected loss or gain that is expected to result from the proposed transferor disposal;

(c) the extent to which any compensation to be received in respect of the proposed transfer or disposal will result in a significant economic or financial cost or benefit to the municipality;

(d) the risks and rewards associated with the operation or control of the capital asset that is to be transferred or disposed of in relation to the municipality's interests;

(e) the effect that the proposed transfer or disposal will have on the credit rating of the municipality, its ability to raise long-term or short-term borrowings in the future and its financial position and cash flow;

(f) any limitation or conditions attached to the capital asset or the transfer or disposal of the asset, and the consequences of any potential non-compliance with those conditions;

(g) the estimated cost of the proposed transfer or disposal;

(h) the transfer of any liabilities and reserve funds associated with the capital asset;

(i) any comments or representations on the proposed transfer or disposal received from the local community and other interested persons;

(j) the interests of any affected organ of state, the municipality's own strategic, legal and economic interests and the interests of the local community; and

(k) compliance with the legislative regime applicable to the proposed transfer or disposal.

In considering the above, Council should take into account the following:

a) The property in question will not be required for the municipality's own use;

b) There should be no loss as a result of the transaction;

c) The compensation, if any, should not result in a significant economic or financial benefit to the municipality, as the proposed swop entails two portions of land equal in size (4.69ha);

d) There should be no risks associated with the proposed swop;

e) The transactions will have no effect on the credit rating of the municipality;

f) There are no limitations or conditions attached to the land in question;

g) The cost of transfer and all associated cost, such as compilations of diagrams, closing of public streets, etc, will for the account of the applicant;

h) There are no liabilities reserved funds associated with the land in question;

i) No comment were solicited from the community;

j) No organ of state is involved;

k) All legal requirements will be met

Regulation 11 authorise a Council to approve conditions, when considering an in principle disposal, such as:

(a) the way in which an asset is to be disposal of (e.g. tender, call for proposal, ect.);

(b) a floor price or minimum compensation;

(c) whether the capital asset may be transferred/disposal of for less than its fair market value (in which case the council must first consider the criteria set out in Regulation 12 (2))

6.3.3 Property Management Policy

In terms of paragraph 9.23 of the Property Management Policy the "*disposal by exchange of land will be appropriate when it is advantageous to the Municipality and other parties to exchange land in their ownerships and will achieve best consideration for the municipality. The Municipal Council must authorise the disposal of land by exchange with another land owner for alternative land. Reasons for justifying this manner of disposal must be recorded in writing.*

The exchange will usually be equal in value. However, an inequality in land value may be compensated for by other means where appropriate. In such circumstances the Municipality must seek an independent valuation to verify that "best consideration" will be obtained".

6.6 Financial Implications

Should Council approve the exchange of land, as proposed by the Botmaskop Development there would be no exchange of money, but the value of the land swop must be considered. A valuation was done which has determined that the properties are not only similar in size, but also in value. Many of the objections received indicated that they are unhappy with the valuation report.

6.7 Staff Implications

No additional staff implications.

6.8 Previous / Relevant Council Resolutions

MAYORAL COMMITTEE: 2023-11-16: ITEM 7.3.2 (nem con)

RESOLVED

That this item be referred back to administration for further discussions and refinement.

20TH COUNCIL MEETING: 2024-02-21: ITEM 11.3.3

RESOLVED

(a) that the land indicated be considered for a potential land swap, subject to public participation process; and

(b) that the matter be brought back to the Council after the public participation process.

6.9 Risk Implications

The risks have been addressed in the item.

6.10 Comments from Senior Management

6.10.1 Director: Community and Protection Services

A council approved Management Plan for The Idas Valley and Botmaskop Nature Areas must be taken into consideration in terms of the footprint of the Botmaskop Nature Area should the land swap be approved. Submission of a clear boundary amendment map to be provided to the Municipality.

Municipal access must always be granted.

It is a challenge to fully grasp the proposed land swap without a detailed map of the exchange proposed. The item should be completed with such a map depicting both proposed swaps.

Stellenbosch Municipality gains access to Botmaskop nature area via an existing dirt road in close proximity to the southern boundary of the Botmaskop Estate Development. It is recommended that this road not be included in the proposed land swap or fenced into the estate. If this road is part of the proposed land swap the necessary arrangements must be put in place as to not limit Stellenbosch Municipality's access to its land up the slopes of Botmaskop.

6.10.2 Director Infrastructure Services

There is currently a municipal water line and reservoir under construction on the municipal land that is proposed to be swapped. This will have to be protected by a servitude should the land swap go ahead to ensure the municipality always has access. Any servitude registration to protect our assets and access to it will have to be for the cost of the applicants.

6.10.3 Director Planning and Economic Development Services

The Directorate: Planning and Economic Development has no objection to the proposed land swop. If the proposed land swop is supported, then it should be made conditional on the following:

The portion of land that the Municipality would obtain will be zoned for Private Open Space and does not have any development rights as per current SDP.

That the following land use application be successfully concluded by the third party:

<u>Application A: (Farm Re/3363)</u>

1. Application for the rezoning of the Municipal Property (being Farm Re/ 3363) to Subdivisional area to make provision for two portions, being:

    (a) Portion designated for land swop to be zoned for Private Open Space purposes (with extent of land).

    (b) Remainder of the subject property to be retained by the Municipality and to be (remain) zoned for Agricultural and Rural Zone (with extent thereof)

2. Application for the subdivision of above subdivisional area to give effect to outcome as described.

3. The consolidation of the portion designated for land swop with Farm 490/2 (or the property description of the Private Open Space land that resulted from the Botmaskop Development.)

   Application B: Farm 490/2 (or the property description of the Private Open Space land that resulted from the Botmaskop Development.)

   Application for the subdivision of the Portion of land (extent of land) designated for the land swop and to be transferred to the Municipality (with the understanding that the zoning of private open space will remain).

6.10.4 CFO

I have perused the item and supports the recommendations.

6.10.5 Municipal Manager

Support the land swap as according to the applicants the area will be used for access, security, and rehabilitation of fynbos.

ANNEXURES:

Appendix 1 Letter from Botmaskop Development
Appendix 2 Current Encroachment Agreement
Appendix 3 Valuation Report
Appendix 4 Notice in newspaper
Appendix 5 Objection Pieter Rautenbach
Appendix 6 Objection Dr Brian du Preez
Appendix 7 Objection Marleen Lourens
Appendix 8 Objection Stellenbosch Interest Group
Appendix 9 Objection Adv. Louise Ferreira
Appendix 10 Objection Casabio
Appendix 11 Comments from STF
Appendix 12 Comments from SIG on comments from STF
Appendix 13 Letter of Support Albrecht Gantz
Appendix 14 Letter of Support Peggy Vreken
Appendix 15 Letter of Support Ted Boezaart
Appendix 16 Letter of Support Danie Kotze
Appendix 17 Letter of Support Hannes Swart
Appendix 18 Letter of Support Cor & Adriette Booysen
Appendix 19 Letter of Support Dawid Heyl
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Appendix 23 Letter of Support Rudi Buys

Appendix 24 Letter of Support Rob Godlonton

Appendix 25 Letter of Support Willem & Magdalena Roos

Appendix 26 Letter of Support Michiel le Roux

Appendix 27 Letter of Support Richter Taljaard

Appendix 28 Appeal to Western Cape Government from SIG

Appendix 29 Ruling from Minister Bredell

FOR FURTHER DETAILS CONTACT:

NAME	**Annalene de beer**
POSITION	***Director***
DIRECTORATE	***CORPORATE SERVICES***
CONTACT NUMBERS	***021-8088073***
E-MAIL ADDRESS	***Annalene.debeer@stellenbosch.gov.za***
REPORT DATE	***2024-07-11***

APPENDIX 1

BOTMASKOP ESTATE
STELLENBOSCH

To: **YOLANDE VAN DEN BERG**
Head: Contract Management
Stellenbosch Municipality
C/o Plein & Van Ryneveld Streets
Stellenbosch,
7600

1 August 2023

Re: ENCROACHMENT AGREEMENT – ERF 3363 AND REM OF FARM 333 ("BOTMASKOP ESTATE DEVELOPMENT")

Dear Mrs. van der Berg,

We wish to refer to our meeting held earlier today and wish to thank you for your time and attendance.

An Encroachment Agreement was signed between the Municipality and the owners of the 16 April 2018, which allowed for the mutual use and encroachment by the adjacent landowners.

The intention and reason for the agreement between the parties were as follows:

(i) The encroachment agreement allows for the mutual crossing of the subject portions of land and for the use of the various roads by the parties, to provide access to the larger portions of land owned by the Municipality, on the Western side of the proposed Botmaskop Estate and towards the Banhoek valley.

The access to these Western land portions adjacent to the Delaire Graff Wine Estate, is of importance to the Municipality, for the eradication and fight of fire and for the pure reason of being able to access the remainder of your land.

(ii) The accessibility is also of great importance to the larger Stellenbosch hiking and mountain biking community. Closure of this access road on the Botmaskop property, by means of the erection of a new security fence by the developers, will hinder any future access and ability to cross from Stellenbosch town towards the Banhoek Valley and surrounding trails and will most certainly negatively impact on the ability to host hiking, running and mountain biking events in the Banhoek Valley.

This road is clearly marked and highlighted in the picture below (Yellow line), for your ease of reference.

(iii) Lastly and most importantly, a fence in this area and on the boundary of the Botmaskop estate property, will also stop the free flow and movement of wildlife and animals, in the Botmaskop Nature Reserve and Banhoek Valley, which will not be ideal.

(iv) The Stellenbosch Mountain Biking and Hiking groups will not be able to access the numerous trails and access routes between Stellenbosch, the Botmaskop Nature Reserve and the Banhoek Valley, if a new security fence was to be erected on the boundary of the new Botmaskop Estate.

The motivation above is provided, to showcase that all parties will benefit from a long-term solution, in order to provide security of access, free flow of people and animals and unhindered link between Stellenbosch, town, the Botmaskop Nature Reserve and the Banhoek Valley.

As developers of the new Botmaskop Estate, we also wish to embrace and support the large mountain biking and hiking communities in Stellenbosch, by providing long-term free and unhindered access to these pockets of land.

Unfortunately, the existing Land Encroachment Agreement is insufficient in addressing these concerns and contains a 3-month cancellation clause (clause 6.1).

We now must erect the Clearvu security fence around the new Botmaskop Estate and need comfort in knowing that we have long-term tenure and security in place. The cost of the fence is approx. R7 million and cannot be easily removed and relocated once constructed.



The request and proposal for your consideration and support from the Municipality, is to replace the existing Land Encroachment Agreement with a Land Swop transaction, with the portions of land as per the current encroachment agreement, being exactly the same.

We propose to swop of the two portions of 4,69 Hectares, in order to secure the long-term access and free flow between the various pockets of land, in support of the larger Stellenbosch community.

Please find attached the existing Land Encroachment Agreement for your records and as reference.

We look forward in hearing from you and thank you for consideration of this proposal.

Yours faithfully,



DR. WERNER ROUX
CEO
Bomaskop Estate

Cc: Schalk van der Merwe (Environmental Affairs)

Ernst Gouws (STF)

APPENDIX 2

STELLENBOSCH
STELLENBOSCH • PNIEL • FRANSCHHOEK
MUNICIPALITY • UMASIPALA • MUNISIPALITEIT

ENCROACHMENT PERMIT

granted by

STELLENBOSCH MUNICIPALITY

(herein represented by **PIET SMIT** in his capacity as Manager: Property Management hereinafter referred to as the " **Municipality**")

Of

Civic Centre
Plein Street
Stellenbosch
7600

TO

RESET PROPERTIES

(herein represented by Nico van der Westhuizen in his/her capacity as Director

(hereinafter referred to as "the **Encroacher)**

Of
Oude Bank Building
Cnr Church & Bird Streets
Stellenbosch
7600

Tel.: 021 882 8727/082 777 1228

e-mail: Conrad@foundationcapital.co.za

DESCRIPTION OF ENCROACHMENT:

a) To use a portion of Erf 3363 and Remainder Farm 333, Idas Valley, Stellenbosch for gardening and security purposes.

Permission is hereby granted by the **Municipality** to the **Encroacher**, to retain the encroachment on the property of the **Municipality** as described above and shown as Portions D and C, measuring approximately 4.69 ha in extent, on plans hereto attached as APPENDIX **1.**

1. **DURATION OF THIS PERMIT**

This Permit shall come into operation on 1 April 2019, notwithstanding the date of signature and endure for an undetermined period, subject to the parties' right of earlier termination as set out in the clause 6.1.

2. **ENCROACHMENT FEE**

2.1 It is specifically recorded that no encroachment fee will be payable, seeing that the Municipality will be encroaching onto the property of Reset Property, indicated as Portion A, measuring approximately 4.69 ha, on Appendix 1

3. **RATES AND TAXES**

The **Encroacher** shall not be responsible for the payment of rates and taxes in respect of the encroachment area.

4. **USE OF THE ENCROACHMENT**

4.1 The **Encroached** area shall be used for **non- commercial purposes**.

4.2 The encroached area referred to in sub-clause 4.1 shall not be altered or extended, nor shall any further building or structure be erected thereon without the prior, written permission of the **Municipality**.

4.2 The **Encroacher** shall ensure that the encroachment is kept in a neat and tidy condition to the satisfaction of the **Municipality**. The **Encroacher** shall, when notified by the **Municipality**, within a period of thirty days of such notice at his/her/its own expense, trim or remove any vegetation which in the opinion of the **Municipality** is or threatens to become unsightly or dangerous, failing which the **Municipality** may cause such vegetation to be trimmed or removed at the **Encroacher's** expense.

4.3 The **Encroacher** agrees that in the event of the whole or portion of his/her/its property abutting the encroachment being disposed of whilst the encroachment is still in existence, it shall be a condition of such disposal that the person acquiring the said property or portion thereof shall before transfer is passed, enter into an agreement with the **Municipality** acknowledging and accepting in all respects the terms of this Permit as applying to him/her/it and that transfer will not be given or taken until such agreement by the person acquiring the property has been entered into or alternatively, the encroachment has been removed and the area encroached upon re-instated to the satisfaction of the **Municipality**.

4.4 No trees growing on the Property shall be pruned or removed without the approval of the **Municipality**. Specific conditions may be imposed regarding the vegetation on the encroached area.

5. MUNICIPALITY'S RIGHT OF ACCESS

The **Municipality** shall have the right of free access to the encroachment at all times for inspection of the encroachment and for inspection, maintenance and repair of any services which may traverse the encroachment or to install such services. The **Municipality** shall not be liable for any damage to the encroachment which may arise from such inspection, maintenance, repair or installation.

6. TERMINATION

6.1 This Permit may be terminated by either party at any time upon three (3) month's written notice in writing and without payment of any compensation. Upon termination of this Permit the **Encroacher** shall be obligated to remove the encroachment at his/her/its own cost and to re-instate the land encroached upon to the satisfaction of the **Municipality** and shall not be entitled to claim compensation in respect thereof.

6.2 Notwithstanding the provisions of Clause 6.1 above, the **Encroacher** shall remain liable in terms of this permit until a succeeding encroacher has succeeded him/her/it in his obligation under the permit, or the encroachment has been removed.

7. INDEMNITY

The **Encroacher** hereby indemnifies and undertakes to keep the **Municipality** indemnified against all liability howsoever caused or whether arising as a direct or indirect result of the existence of the encroachment or use of the area encroached upon and against all actions, suits, proceedings, claims, demands, costs and expenses whatsoever which may be taken or made against the **Municipality** or incurred or become payable by the **Municipality** at the suit of any person.

8. SUBLETTING AND ASSIGNMENT

The **Encroacher** shall not assign his/her/its rights under this Permit, nor sublet any portion of the encroachment without the prior written consent of the **Municipality**.

9. OWNERSHIP

9.1 Notwithstanding the consent granted by the **Municipality**, it shall not be deemed to have relinquished its rights to the ownership of the property or to have waived any of its rights pertaining to the property whether in terms of the current law, regulation or any other legislation to be enacted in future.

10. **DOMICILIUM**

The **Municipality** and the **Encroacher** hereby appoint irrevocably for all purposes of and connected with this Permit, the addresses stated in the heading of this Permit, to be their respective *domicilium citandi et executandi.*

11. **BREACH**

In the event of the **Encroacher** breaching any of the conditions of this Permit and failing to remedy such breach within a period of thirty days of dispatch of a notice by the **Municipality**, requiring such breach to be remedied, the **Municipality** may terminate this permit and may at the cost of the **Encroacher** cause the encroachment to be demolished, removed or filled in and the land to be re- instated to the satisfaction of the **Municipality** with no compensation payable to the **Encroacher**.

SIGNED at Stellenbosch on this 20th day of March 2018 ~~2017~~ in the presence of the undersigned witnesses

Witnesses:

1 .....

2 .....

(*Signatures of witnesses*)

.....

On behalf of the **Municipality**

I/We, the **Encroacher**, hereby certify that I/we have read and understand the above conditions and regard them as binding upon me/us.

SIGNED at STELLENBOSCH on this 16th day of April 2018 ~~2017~~ in the presence of the undersigned witnesses.

Witnesses:

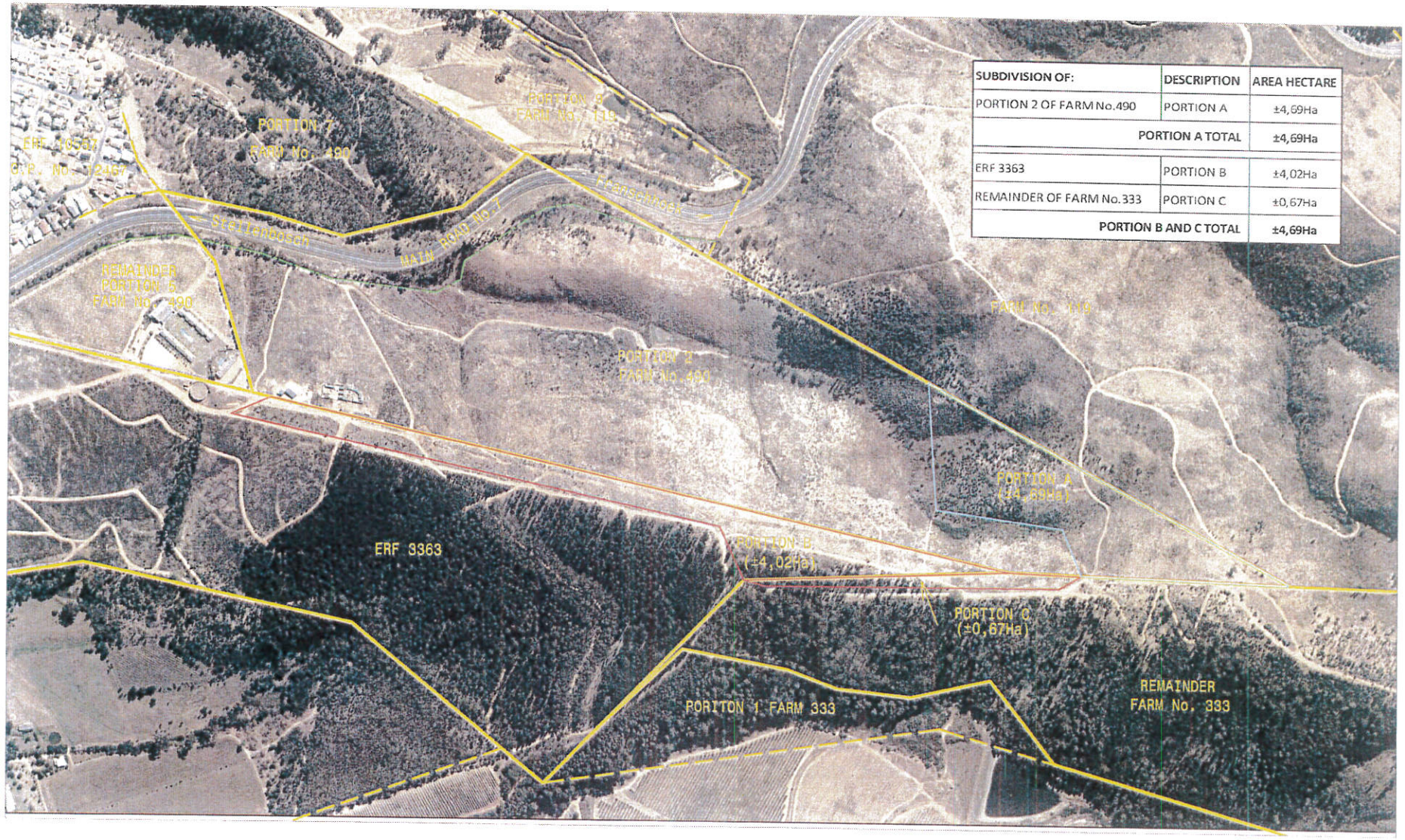
1 .....

2 .....

(*Signatures of witnesses*)

.....

On behalf of the **Encroacher**



SUBDIVISION OF:	DESCRIPTION	AREA HECTARE
PORTION 2 OF FARM No.490	PORTION A	±4,69Ha
	PORTION A TOTAL	±4,69Ha
ERF 3363	PORTION B	±4,02Ha
REMAINDER OF FARM No.333	PORTION C	±0,67Ha
	PORTION B AND C TOTAL	±4,69Ha

Notes

TN

Caveat
1. Any areas and dimensions are provisional and will be finalised at time of subdivision survey.
2. All levels are to be confirmed prior to construction.

Scale 1:5000 @A3 | Date:20/10/2017 | Contours:NA | System: WG 19

PROPOSED LAND SWOP
STELLENBOSCH MUNICIPALITY
& RESET PROP PTY LTD

Ref:SA490-2E | Dwg:PROP_LAND_SWOP

FRIEDLAENDER, BURGER & VOLKMANN
Professional Land Surveyors Sectional Title Consultants Mapping Consultants
Professionele Landmeters Deeltitel Konsultante Kartering Konsultante
39 Herte Street / Herestraat PO Box / Posbus 154 Stellenbosch 7599
TEL: 27 21 8864004 FAX: 27 21 8870088 E-mail: info@fbv.co.za

APPENDIX 3

EXCHANGE VALUATION REPORT

PORTION OF PORTION 2 FARM 490 & PORTIONS OF FARM 3363 + REMAINDER FARM 333

STELLENBOSCH

HCB Property Valuations
38 Long Street
Moorreesburg
7310
Tel: 022 433 2035
Email: admin@hcb.co.za

LIMITATIONS AND RESTRICTIONS

This valuation report has been made with the following general assumptions:

1. No responsibility is assumed for the legal description or for matters including legal or title considerations. Title to the property is assumed to be good and marketable unless otherwise stated.
2. The property is valued free and clear of any or all liens or encumbrances unless otherwise stated.
3. Responsible ownership and competent property management are assumed.
4. The information furnished by others is believed to be reliable. However, no warranty is given for its accuracy.
5. All engineering information is assumed to be correct. The plans and illustrative material in this report are included only to assist the reader in visualizing the property.
6. It is assumed that there are no hidden or unapparent conditions of the property, subsoil, or structures that render it more or less valuable. No responsibility is assumed for such conditions or for arranging for engineering studies that may be required to discover them.
7. It is assumed that there is full compliance with all applicable state and local environmental regulations and laws unless non-compliance is stated, defined and considered in the valuation report.
8. It is assumed that all applicable zoning and use regulations and restrictions have been complied with, unless non-compliance is stated, defined and considered in the valuation report.
9. It is assumed that all required licenses, certificates of occupancy, consents or other legislative or administrative authority from any local or national government or private entity or organization have been or can be obtained or renewed for any use on which the value estimate contained in this report is based.
10. It is assumed that the utilization of the land and improvements is within the boundaries or property lines of the property described and that there is no encroachment or trespassing unless noted in this report.



Signature

LIMITATIONS AND RESTRICTIONS

This valuation report has been made with the following general limiting conditions.

1. The apportionment, if any, of the total valuation figure in this report between land and improvements applies only under the stated client instructions and is hypothetical. The separate allocations for land and buildings must not be used in conjunction with any other valuation and are invalid if so used.
2. Possession of this report, or a copy thereof, does not carry with it the right of publication. It may not be used for any purpose by any person other than the party to whom it is addressed without the written consent of the valuer, and in any event only with proper written qualification and only in its entirety.
3. The valuer herein by reason of this valuation is not required to give further consultation, testimony, or be in attendance in court with reference to the property in question unless arrangements have been previously made.
4. Neither all nor part of the contents of this report (especially conclusions as the value, the identity of the valuer, or the firm with which the valuer is connected) shall be disseminated to the public through advertising, public relations, news, sales, or other media without the prior written consent and approval of the valuer.
5. Neither the whole nor any part of this valuation report or certificate or any reference thereto may be included in any published document, circular or statement, or published in any way without the valuer's written approval of the form and context in which it may appear. The publication shall deem to include references in company accounts and/or director's reports or any other company statement or circular.
6. The valuation is prepared on the basis that full disclosure of all information and facts which may affect the valuation, has been made to the valuer and no liability or responsibility will be accepted whatsoever for the valuation unless such full disclosure has been made.
7. This valuation is solely for the use of the party to whom it is addressed in accordance with the instructions. Reliance on it by any third party cannot be regarded as reasonable and no responsibility to any third party is or will be accepted for the whole or any part of the valuation.
8. The valuer has no personal interest in the property.
9. In the unlikely event of the client incurring any losses due to negligence of the valuers, valuers in training and assistants, the aggregate amount of the damages recoverable against the valuer shall not exceed the fee for providing the service.



Signature

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1. INTRODUCTION

I, Coenraad Botha, registered as a Professional Valuer in terms of the Property Valuers Profession Act 47 of 2000, do hereby certify that I have inspected and identified the subject properties referred to in this report and have obtained all the necessary information to determine the market value thereof.

- *See Annexure 1 for Valuer Certificates*

1.1 Instruction

An instruction was received from Yolande van den Berg of Stellenbosch Municipality to attend to the exchange valuation between a Portion of Portion 2 Farm 490 and Portion of Erf 3363 & Remainder Farm 333, situated in Stellenbosch. The purpose of the valuation is to determine the open market valuation of the Subject Portions as on 1 January 2024, for the Stellenbosch Municipality and the Botmaskop Lifestyle Estate to do an exchange of ownership between these three properties.

- *See Annexure 2 for Instruction*

1.2 Date of Valuation

The date of valuation as instructed by the client is 1 January 2024.

1.3 Date of Inspection

A Desktop Valuation was done.

2. TITLE DEED DESCRIPTION

- *See Annexure 3 for Copy of Property Report*

2.1 Title Deed

The property report indicates the title deed number as;

- Portion of Portion 2 Farm 490 - T11024/2023
- Portion of Erf 3363 - STF5-36/1887; T96114/2001
- Portion of Remainder Farm 333 - STF8-6/1908

2.2 Description

The portions can be described as “Portion of Erf 3363 and Portion of Erf 333, Stellenbosch, Western Cape”. Hereafter in the report we will refer to these portions as “Subject Portions”.

2.3 Owner

The property report indicates the owner of the subject portions as:

- Portion of Portion 2 Farm 490 - Botmaskop Fynbos Estate Pty Ltd
- Portion of Erf 3363 – Mun Stellenbosch
- Portion of Erf 333 – Mun Stellenbosch

2.4 Extent

The extents provided by Stellenbosch Municipality are as follows:

- Portion of Portion 2 Farm 490 - ±4,69ha
- Portion of Erf 3363 – ±4,02ha
- Portion of Erf 333 – ±0,67ha

2.5 Purchase Price

Not relevant to this report, because it will not have an impact on Market Value.

2.6 Surveyor General Information

HCB could not find any discrepancies regarding the ground layout with the Surveyor General Information.

2.7 Title Deed Conditions

HCB did not have sight of the title deeds; thus, we cannot comment on any restrictive conditions.

3. LOCAL, PROVINCIAL AND CENTRAL GOVERNMENT INFORMATION

3.1 Local Authority

This property falls under the jurisdiction of the Stellenbosch Municipality, situated in the Western Cape.

3.2 Zoning

HCB was unable to confirm zoning with the Stellenbosch Municipality, it was however assumed that the zoning be agricultural for valuation purposes, the below extract was found on the Stellenbosch Municipal website (January 2024) and HCB reserves the right to amend this report should this information be incorrect.

201. Land use within this zone

(1) The following land uses are permitted in this zone:

Primary Uses	Additional Uses (not exceeding threshold in this chapter and subject to technical approval)	Consent Uses (Application required)
• Agricultural building (ч2000m²) • Agriculture • Dwelling house • Forestry • Natural environment • Occasional use (one event/year) • Private road • Polytunnel (ч2000m²) • Second dwelling • Employee housing (one unit)	• Agricultural building (>2000m²) • Agricultural industry (<2000m²) • Bed and breakfast establishment • Employee housing (exceeding one unit) • Guest house • Home day care Centre • Home occupation practice • Polytunnel (ш2001m² and ч5000m²) • Rooftop base telecommunication station • Tourist dwelling units • Tourist facility (existing buildings)	• Abattoir • Additional dwelling units (max 4) • Airfield • Airstrip • Agricultural industry (ш2000m²) • Camping site • Day care Centre • Freestanding base telecommunication station • Helicopter landing pad • Intensive feed farming • Kennel • Market • Occasional use (> one event/year) • Plant nursery • Polytunnel (>5000m²) • Renewable energy structure • Service trade • Tourist accommodation establishment • Tourist facility (new buildings or exceeding threshold) • Any additional use exceeding the threshold set out in this chapter

3.3 Municipal Valuation

The municipal valuations of the subject portions are not applicable to this valuation, as only portions of the erven are being valued.

4. PHYSICAL DESCRIPTION

4.1 Location

Both erven are situated in Stellenbosch just off the Helshoogte pass. The ground is in good condition, and easily accessible.

HCB could not find any reason to believe that the location will have a negative impact on Market Value as such.

- *See Annexure 4 for Locality Plan*

4.2 Infrastructure

It was noted that all infrastructure is available to the surrounding erven and services are available.

Note: *Subject Property will be alienated for residential purposes. Subject Properties are unserviced, but service connections are available in the vicinity.*

4.3 Land

Subject properties are slightly elevated with ground conditions good, therefore our findings that the topography will not affect market value.

4.4 Improvements

The subject portions are not improved, it is vacant land.

5. MARKET ANALYSIS

The definition “Market Value” as laid down by the International Valuation Standards Committee is: *“The estimated amount for which an asset should exchange, on the date of valuation, between a willing buyer and a willing seller, in an arms-length transaction, after proper marketing, wherein the parties had each acted knowledgeably, prudently and without compulsion.”*

6. METHOD OF VALUATION

The Comparable Method of valuation is the most suitable method to apply to establish the market value of the subject property. In applying the Comparable Method, it is necessary to investigate the sales of similar types of properties that have been sold.

The below information (see 7.2) is compared to the subject property, which involves judgments as to the degree of similarity regarding value factors such as location, shape of erf and use to which the subject property can be put – additional adjustments for sale was done due to condition of subject property.

7. ESTABLISHMENT OF COMPARABLES

7.1 Highest and Best use

Definition*: "The most probable use of a property which is physically possible, appropriately justified, legally permissible, financially feasible and which result in the highest value of the property being valued".* Therefore, it could be argued that the highest and best use of a property is, which is physically possible, appropriately justified, legal permissible, financially feasible and which result in the best value of the property to be valued.

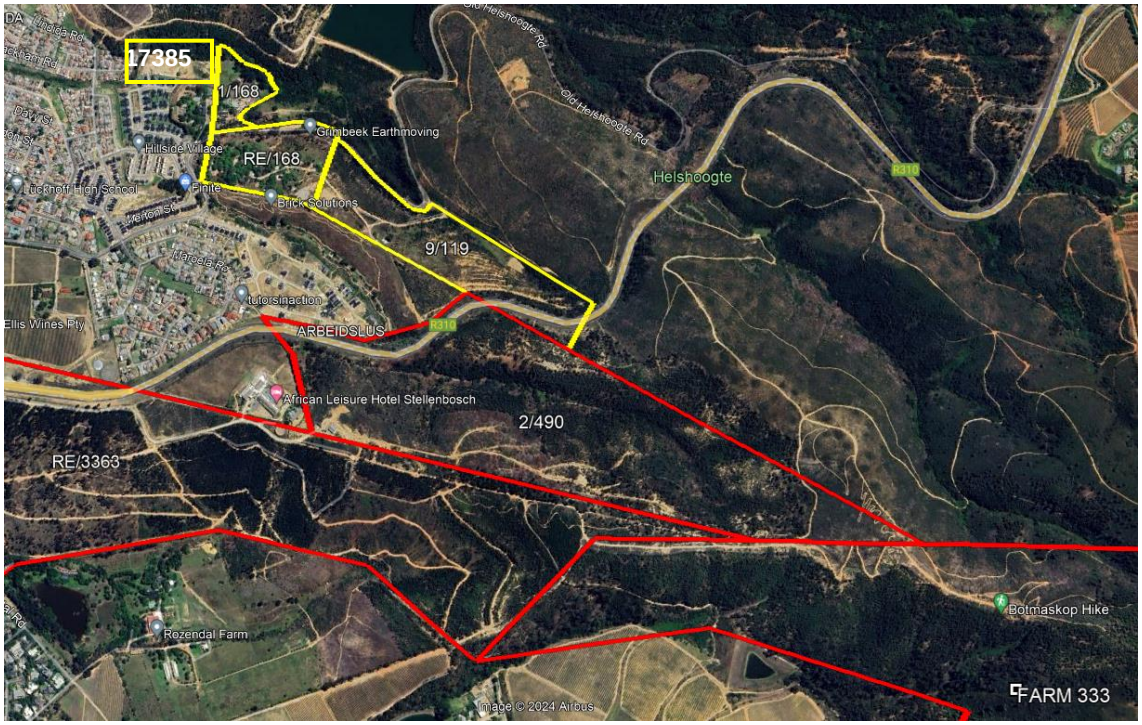
For subject property, I am of the opinion that the highest and best use is residential.

7.2 Comparable Properties

The following sales were noted and used to arrive at an Open Market Valuation:

Sales

Erf	Area	Extent	Date	Sale Price
17385	Stellenbosch	4,2578ha	2020/02/03	R12 400 000-00
168/1	Stellenbosch RD	1,9584ha	2023/06/06	R6 200 000-00
168/0 & 119/9	Stellenbosch RD	5,9045ha + 9,9034ha	2018/11/05	R22 000 000-00



Comparable Sales – Yellow **Subject Properties – Red & Green**

7.3 Conclusion

Properties are comparable and have the same characteristics. I could not find that one of the properties would be more sought after than the other. I believe a straight swop is possible. Sales were adjusted and a rate of R1 950 000-00/ha was concluded.

It is my opinion that an Open Market Value of the subject properties on 1 January 2024 is R1 950 000-00/ha should be applied, taking into consideration sales and after adjusting for time, condition, location, zoning, and usage.

8. CERTIFYING OF VALUE

I hereby certify that I have identified the subject property and obtained all the necessary information to determine the market value thereof.

Accordingly, I hereby certify that in my opinion, to the best of my knowledge, skill and expertise, the value of the subject properties on 1 January 2024 to be

Portion of Portion 2 Farm 490 = R1 950 000-00/ha
(One Million Nine Hundred and Fifty Thousand Rand per Hectare) VAT Excluded.

Portion of Erf 3363 = R1 950 000-00/ha
(One Million Nine Hundred and Fifty Thousand Rand per Hectare) VAT Excluded.

Portion of Erf 333 = R1 950 000-00/ha
(One Million Nine Hundred and Fifty Thousand Rand per Hectare) VAT Excluded.



Hendrik Coenraad Botha
Professional Valuer
Registration Number: 5601

27 January 2024
Date of Signature

9. CAVEATS

This valuation has been prepared on the basis that full disclosure of all Information and factors which may affect the valuation have been made to ourselves and we cannot accept any liability or responsibility whatsoever for the Valuation unless such full disclosure has been made.

9.1 Valuation Standard

This valuation has been prepared in accordance with the guidelines of the South African Institute of Valuers for valuation reports.

9.2 Statutory Notices and Unlawful Use

We have assumed that the property and its value are unaffected by any statutory notice or condition of Title where Title Deeds have not been inspected, and that neither the property nor its condition, nor its use, nor its intended use, is or will be unlawful.

9.3 Confidentiality

This valuation is produced exclusively for Stellenbosch Municipality and for the specific purpose to which it refers. It may be disclosed to your other professional advisers assisting you in respect of that purpose. We accept no responsibility whatsoever to any parties other than yourselves who make use of this valuation.

9.4 Non-Publication

Kindly note that neither the whole nor any part of this report, nor any reference thereto maybe included in any published document, circular or statement, nor published in any way without our prior written approval at to the form or context in which it may appear.

10. ANNEXURES

10.1 Annexure 1 – Valuer Certificates

SOUTH AFRICAN COUNCIL FOR THE
PROPERTY VALUERS PROFESSION

This is to certify that

HENDRIK COENRAAD BOTHA

is registered as

Professional Valuer

In terms of section 20(2)(a) of the Property Valuers Profession Act, 2000

DATE OF REGISTRATION AS: Professional Valuer: 28 January 2020
DATE OF ISSUE: 13 February 2020
PERIOD OF VALIDITY: 28 January 2020 - 30 June 2024

JF Cloete
President

REGISTRATION No: 5601

MC Seola
Registrar

10.2 Annexure 2 – Instruction

Beste Helen,

Ek heg hierby aan ‘n nuwe instruksie vir die waardasie van twee stukke grond vir ‘n moontlike grondruilooreenkoms.

Ek heg ook my item sowel as die versoek aan waarin julle verdere inligting sal kry oor die grond.

Ek hoor graag van jou.

Kind regards,
Yolande van den Berg
Head: Contract Management
Corporate Services

T: +27 21 808 8073| Fax 021-886 7319
Plein Street, Stellenbosch, 7600
www.stellenbosch.gov.za

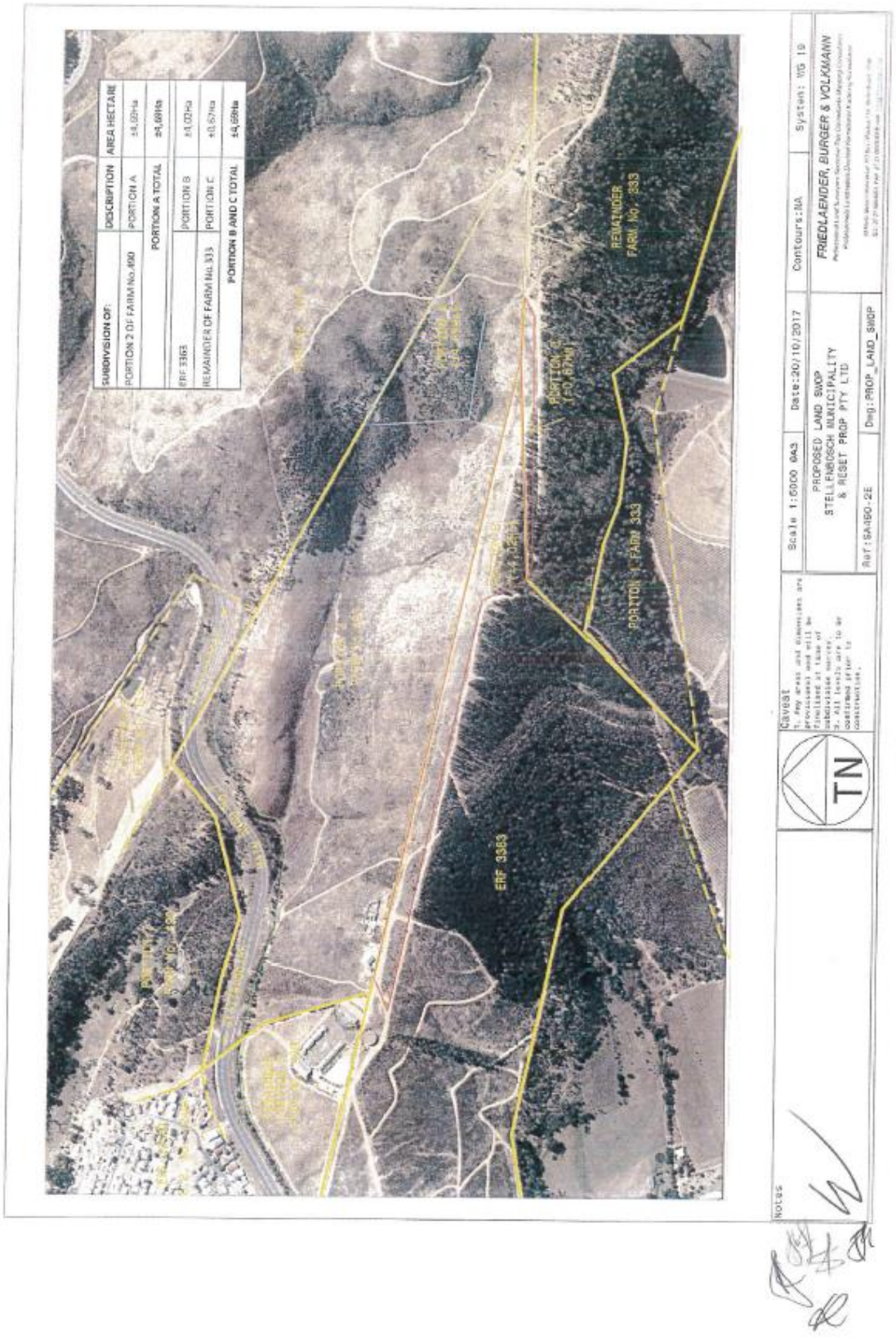
HCB
Valuations and Services (Pty) Ltd
HEAD OFFICE
38 Long Street, Moorreesburg, 7310
T: +27(0)22 433 2035 M: +27(0)83 663 2140 E: admin@hcb.co.za

HCB would like to assist with you valuation request.
Kindly complete below to the best of your ability in order for us to provide you with a quotation and subsequent valuation report.

Erf/Farm Number:	Portion of ERF 3363 & Remainder of Farm 333
Town/Region:	Stellenbosch
Owner:	Municipality & Botmaskop Lifestyle Estate
Zoning and Usage:	Nature Reserve & Residential
Date of Valuation:	January 2024
Reason for valuation:	Possible Land Swop
Any other information you feel is pertinent to the valuation:	Please see attached
Expected Delivery Date:	ASAP

Should you have any questions or concerns contact:
Helen: 081 4733 707 / helen@hcbval.co.za
Coenraad: 083 663 2140 / coenraad@hcb.co.za

10.3 Annexure 3 – Locality Plan



10.4 Annexure 4 - Property Report and SG Diagram

Portion of Portion 2 Farm 490

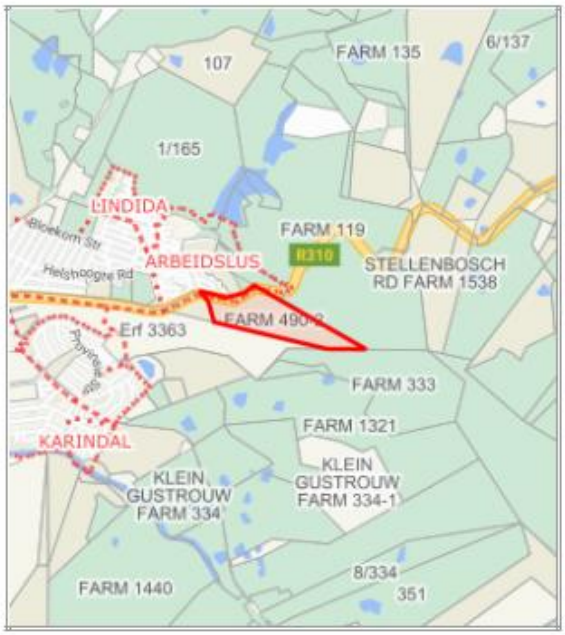
CMA INFO

Hcb Valuations - Moorreesburg
Helen Louwrens

E-mail: helenlowrens@gmail.com
Cell: 081 473 3707

Tel: 022 433 2035

HCB Group
Tel: 022 433 2038
Email: admin@hcb.co.za
PO Box 247, Moorreesburg, 7310

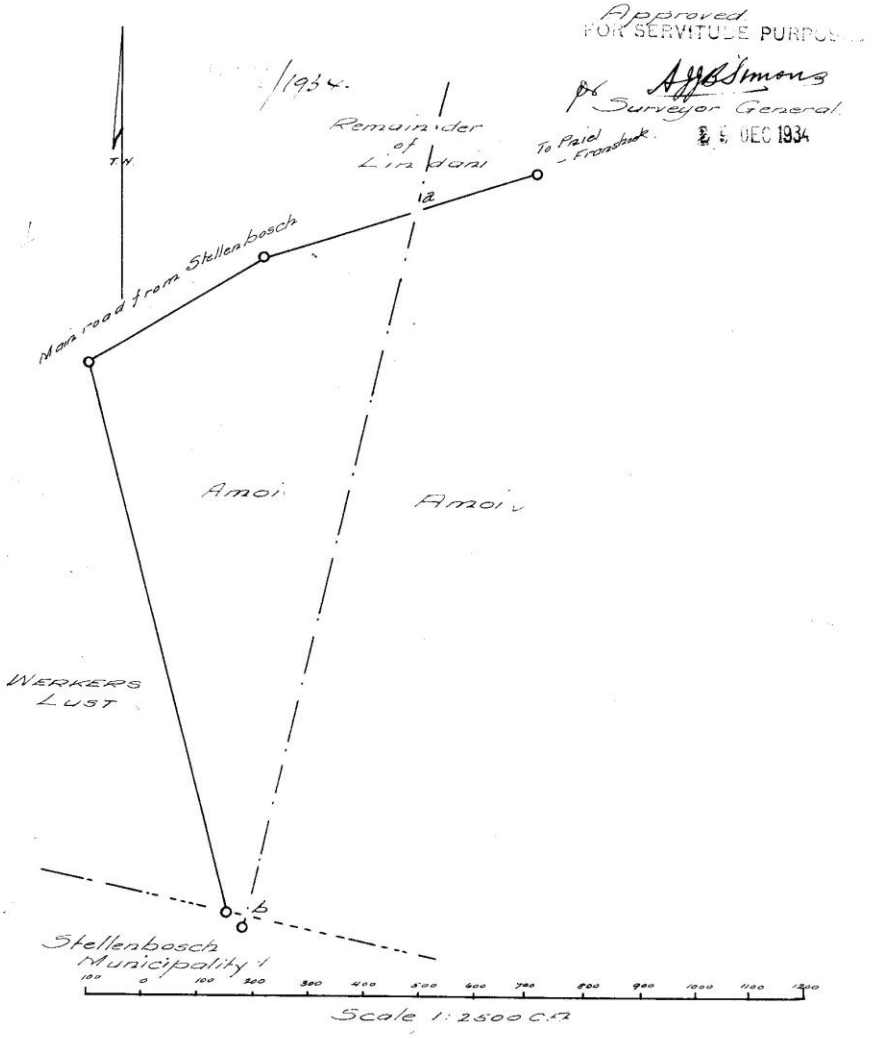




PROPERTY INFORMATION			
Farm no	490-2	**GPS**	18.907254°E 33.927511°S
Reg Div	STELLENBOSCH RD	**Extent**	306 901 m²
Address	AMOI STREET FARM 490	**Cadastral extent**	353 628 m²
Suburb	STELLENBOSCH RURAL	**Usage**	Business
Municipality	STELLENBOSCH	**Type**	
Province	WESTERN CAPE	**Zoning**	
		Zoning Desc	

MUNICIPAL VALUATION	
Total Value	R 12 300 000
Valuation Year	2021

SALE INFORMATION			
Owner	BOTMASKOP FYNBOS ESTATE PTY LTD	**Title Deed**	T11024/2023
Sale Price	R 200 000 000	**Bond Holder**	NEDBANK LTD
Sale Date	2022/06/01	**Bond Amount**	R 200 000 000
Registered	2023/03/23	**Sale Type**	PRIVATE TREATY



The above shews "The Electricity Supply Line a.b" over the farm called "Amoi", transferred to J. D. Smith on 12th January 1917 No 170 (Diagram No: 2186, 1916) situated in the Environs of Stellenbosch Division of Stellenbosch, Province of the Cape of Good Hope

Framed for the purpose of a servitude by me December 1934. J.J. Joubert.
Land Surveyor

BH - SIM/217
Y/d

This diagram belongs to the Deed of Servitude dated 5th March 1936 between Estate A.J.S. Maasdorp and Electricity Supply Commission, said Deed being annexed to Transfer Deed No. 6970/1928.

E. 1389/1934

EXCHANGE VALUATION REPORT – PORTION OF PORTION 2 FARM 490 & PORTIONS OF ERVEN 3363 + 333 STELLENBOSCH

Portion of Erf 3363

Hcb Valuations - Moorreesburg
Helen Louwrens

E-mail: helenlowrens@gmail.com
Cell: 081 473 3707

Tel: 022 433 2035

HCB Group
Tel: 022 433 2035
Email: admin@hcb.co.za
PO Box 247, Moorreesburg, 7310

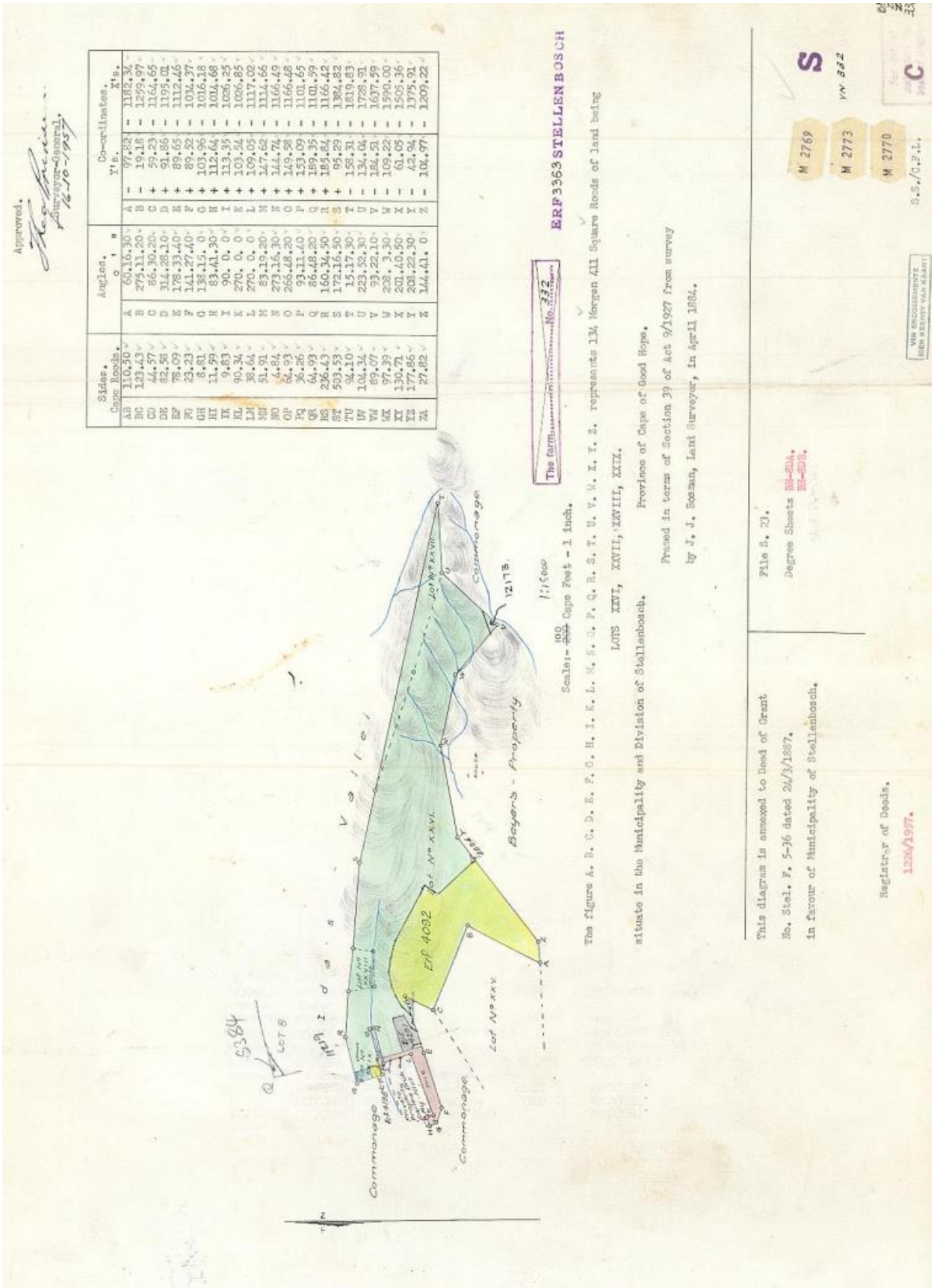




PROPERTY INFORMATION			
Erf	3363	**GPS**	18.895764°E 33.927768°S
Township	STELLENBOSCH	**Extent**	811 632 m²
Address	SIMONSBERG STREET	**Cadastral extent**	811 583 m²
Suburb	STELLENBOSCH RURAL	**Usage**	Business
Municipality	STELLENBOSCH	**Type**	
Province	WESTERN CAPE	**Zoning**	
		Zoning Desc	

MUNICIPAL VALUATION	
Total Value	R 28 951 000
Valuation Year	2021

EXCHANGE VALUATION REPORT – PORTION OF PORTION 2 FARM 490 & PORTIONS OF ERVEN 3363 + 333 STELLENBOSCH



Sides. Cape Roods.		Angles. ° ' "		Co-ordinates. Y's.		X's.
AB	110.10	A	60.16.30	-	97.82	- 1182.34
BC	123.43	B	279.11.20	-	19.18	- 1259.97
CD	44.57	C	86.30.20	+	59.23	- 1164.65
DE	82.58	D	314.28.10	+	91.86	- 1195.01
EF	78.09	E	178.33.40	+	89.65	- 1112.46
FG	23.23	F	141.27.40	+	89.52	- 1034.37
GH	8.81	G	138.15. 0	+	103.96	- 1016.18
HI	11.59	H	83.41.30	+	112.64	- 1014.68
IK	9.83	I	90. 0. 0	+	113.35	- 1026.25
KL	90.34	K	270. 0. 0	+	103.54	- 1026.83
LM	38.64	L	270. 0. 0	+	109.05	- 1117.02
MN	51.91	M	89.19.20	+	147.62	- 1114.66
NO	4.84	N	273.16.30	+	144.74	- 1166.49
OP	64.93	O	266.48.20	+	149.58	- 1166.48
PQ	36.26	P	93.11.40	+	153.09	- 1101.65
QR	64.93	Q	86.48.20	+	189.35	- 1101.39
RS	226.43	R	160.34.50	+	185.84	- 1166.42
ST	503.53	S	172.16.50	+	95.29	- 1184.82
TU	94.10	T	15.17.30	-	158.31	- 1819.83
UV	104.34	U	223.52.30	-	134.04	- 1728.91
VW	89.07	V	93.22.10	-	184.51	- 1637.59
WX	97.39	W	208. 3.30	-	109.22	- 1590.00
XY	130.71	X	201.40.50	-	61.05	- 1505.36
YZ	177.86	Y	208.22.30	-	42.94	- 1379.91
ZA	27.82	Z	144.41. 0	-	104.97	- 1209.22

Remainder of Farm 333

Hcb Valuations - Moorreesburg
Helen Louwrens

E-mail: helenlowrens@gmail.com
Cell: 081 473 3707

Tel: 022 433 2035

HCB Group
Tel: 022 433 2035
Email: admin@hcb.co.za
PO Box 247, Moorreesburg, 7310





PROPERTY INFORMATION			
Farm no	333	GPS	18.91524°E 33.932167°S
Reg Div	STELLENBOSCH RD	Extent	696 770 m²
Address	HELSHOOGTE STREET FARM 333	Cadastral extent	696 770 m²
Suburb	STELLENBOSCH RURAL	Usage	Farm
Municipality	STELLENBOSCH	Type	
Province	WESTERN CAPE	Zoning	
		Zoning Desc	

MUNICIPAL VALUATION	
Total Value	R 3 565 000
Valuation Year	2021

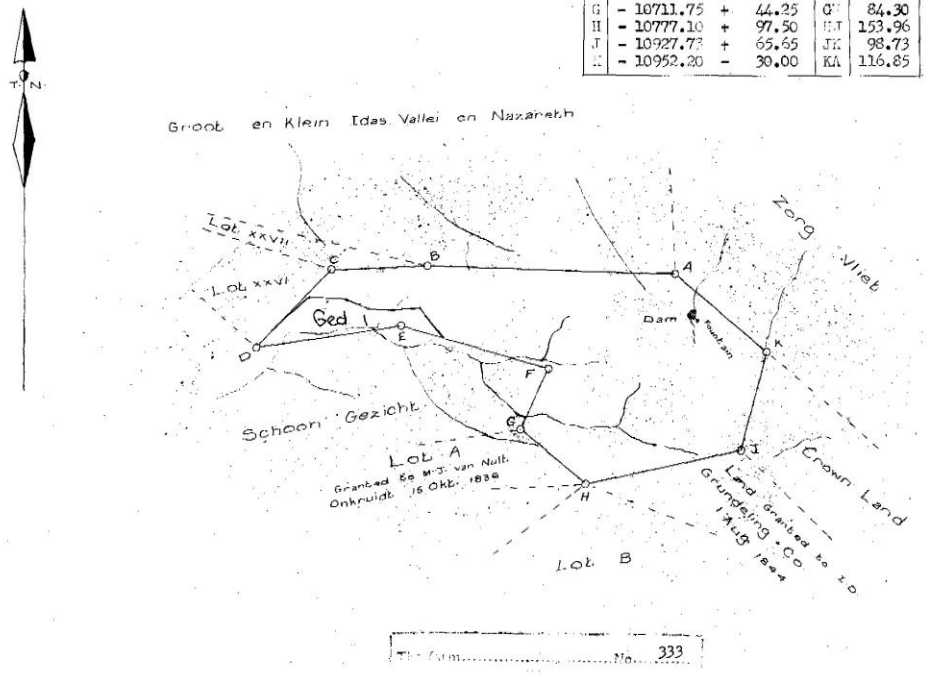
SALE INFORMATION			
Owner	MUN STELLENBOSCH	Title Deed	STF8-6/1908
Sale Price	-	Bond Holder	-
Sale Date	-	Bond Amount	-
Registered	1908/08/01	Sale Type	-

ACCOMMODATION							
Condition	-	Age		Building Extent	-		
Bed Rooms	-	Reception Rooms	-	Alarm	-	Perim Security	-
Bath Rooms	-	En Suite	-	Pool	-	Tennis Court	-
Study	-	Domestic Accom.	-	Garden	-	Sprinkler System	-
Garages	-	P Bays/C Ports	-	Borehole	-	Outside Accom.	-
Special Features							

NO. 853/1907.

The numerical data of this diagram are sufficiently consistent.
(Sgd) M. C. Vos.
Examiner.

	Co-ordinates. Y's		X's		Sides.	C.P.		Angles.
A	- 10863.24	-	105.76		AB	241.36	A	141.38.30
B	- 10622.04	-	114.43		BC	94.26	B	175.44.30
C	- 10527.85	-	110.81		CD	104.23	C	136. 3.10
D	- 10455.64	-	35.65		DE	142.29	D	37.42.50
E	- 10596.39	-	56.52		EF	149.27	E	205.13.20
F	- 10739.30	-	13.40		FG	63.89	F	278.45.10
G	- 10711.75	+	44.25		GH	84.30	G	103.38.00
H	- 10777.10	+	97.50		HJ	153.96	H	128.53.10
J	- 10927.73	+	65.65		JK	98.73	J	116.17.20
K	- 10952.20	-	30.00		KA	116.85	K	116. 4.10



Th... Farm ..... No. 333

Scale: 100 Cape Roods - 1 Inch. 1:15000

The above figure A.B.C.D.E.F.G.H.J.K. represents 89 Morgen 537 Square Roods of Crown Land, being Lot No.LIV, in F.C. Environs of Stellenbosch, Division of STELLENBOSCH.

Bounded N. from A to B by Groot en Klein Idas Vallei en Nazareth and from B to C by Lot No.XXVII.
N.W. from C to D by Lot No.XXVI.
S. from D. to F and N.W. from F to G by Schoongezicht.
S.W. from G to H by Lot A granted to M. J. van Nuit Onkruidt, on 15 October, 1836.
S. from H to J by Land granted to I. D. Grundeling & Co. 1 Aug., 1841.
E. from J to K by Croen Land and N.E. from K to A by Zorgvliet.

Surveyed and beaconed by me according to regulations.
(Sgd) W. A. Butler.
Govt. Land Surveyor.
1st June, 1907.

Copied from diagram relating
to Title Stel.F.8 Field No. 6
dated 8.1.1908.
for Surveyor-General
11.2.1952.

FOR CHANGE OF AREA SEE BACK OF DIAGRAM

H. de K./P.S.

VN 333

Annexure 4 – Valuation Certificate

HCB
Valuations and Services (Pty) Ltd

HEAD OFFICE
38 Long Street, Moorreesburg, 7310
T: +27(0)22 433 2035 **M**: +27(0)83 663 2140 **E**: admin@hcb.co.za

Valuation Certificate

Client:	Stellenbosch Municipality
Erf Number:	Portion of Portion 2 Farm 490
Title Deed Number:	T11024/2023
Area/Town:	Stellenbosch RD
Owner:	Botmaskop Fynbos Estate Pty Ltd
Erf Extent:	±4,69ha
Date of Valuation:	1 January 2024
Reference Number:	EXVAL/PTN2/490/STBRD
Valuation Amount:	R1 950 000-00/ha

Comments:

This Valuation Certificate Must be Read in Conjunction with the Attached Valuation Report.

Hendrik Coenraad Botha
Professional Valuer
Registration Number: 5601

HCB
Valuations and Services (Pty) Ltd

HEAD OFFICE
38 Long Street, Moorreesburg, 7310
T: +27(0)22 433 2035 **M**: +27(0)83 663 2140 **E**: admin@hcb.co.za

Valuation Certificate

Client:	Stellenbosch Municipality
Erf Number:	Portion of Erf 3363
Title Deed Number:	STH5-36/1887; T96114/2001
Area/Town:	Stellenbosch
Owner:	Mun Stellenbosch
Erf Extent:	±4,02ha
Date of Valuation:	1 January 2024
Reference Number:	STB/PTN/3363
Valuation Amount:	R1 950 000-00/ha

Comments:

This Valuation Certificate Must be Read in Conjunction with the Attached Valuation Report.

Hendrik Coenraad Botha
Professional Valuer
Registration Number: 5601

HCB
Valuations and Services (Pty) Ltd

HEAD OFFICE
38 Long Street, Moorreesburg, 7310
T: +27(0)22 433 2035 **M**: +27(0)83 663 2140 **E**: admin@hcb.co.za

Valuation Certificate

Client:	Stellenbosch Municipality
Erf Number:	Portion of Erf 333
Title Deed Number:	STF8-6/1908
Area/Town:	Stellenbosch RD
Owner:	Mun Stellenbosch
Erf Extent:	±0,67ha
Date of Valuation:	1 January 2024
Reference Number:	STBRD/PTN/333
Valuation Amount:	R1 950 000-00/ha

Comments:

This Valuation Certificate Must be Read in Conjunction with the Attached Valuation Report.

Hendrik Coenraad Botha
Professional Valuer
Registration Number: 5601

APPENDIX 4

STELLENBOSCH
STELLENBOSCH • PNIEL • FRANSCHHOEK
MUNICIPALITY • UMASIPALA • MUNISIPALITEIT

OFFICIAL NOTICE

PROPOSED LAND SWAP: BOTMASKOP ESTATE DEVELOPMENT ERF 3363 AND REMAINDER OF ERF 333, STELLENBOSCH

The Developers of Botmaskop Estate has brought an application to Council for consideration of a possible Land Swap. The Municipal land in question is adjacent to the development and is subject to a current encroachment agreement with the developers. These portions of described as a portion of Erf 3363 and the Remainder of Farm 333 Stellenbosch in exchange for a portion of portion 2 of Farm 490 Stellenbosch. Both properties are 4.69 hectares and have similar valuations.

Council considered the matter on 2024-02-21 and resolved that:

- The land indicated be considered for a potential land swap, subject to a public participation process; and
- The matter be brought back to the Council after the public participation process.

FURTHER INFORMATION

Further information, such as the agenda item that served before Council, is available on the website of the municipality in the agenda for the meeting.

INVITATION TO SUBMIT COMMENTS /OBJECTIONS OR ALTERNATIVE PROPOSALS

The public is hereby invited to submit comments/objections or alternative proposals in respect of a proposed swap of the properties as indicated.

Any such comments/objections or alternative proposals must be in writing and must reach the Office of the Head: Contract Management by no later than close of business on 17 May 2024 at the address or e-mail listed.

Email: yolande.vandenberg@stellenbosch.gov.za
Physical address: 3rd Floor, NPK Building, corner of Ryneveld and Plein Streets, Stellenbosch.
Cell phone: 082 418 1610
Landline: 021 808 8073

PERSONS WITH DISABILITIES

Notice is further given in accordance with Section 21 of the Local Government: Municipal Systems Act, No 32 of 2000 that anyone with disabilities or who is unable to write, but need to participate in the process, may present him/herself during office hours at the office of the Head: Contract Management, where a staff member of the Municipality will assist such person to transcribe that person's comments/inputs or alternative proposals.

GERALDINE METTLER
MUNICIPAL MANAGER: STELLENBOSCH MUNICIPALITY

Date

Die Burger Proof

APPENDIX 5

5

Yolande van den Berg

From: Pieter Rautenbach [redacted]
Sent: Friday, 03 May 2024 06:59
To: Yolande van den Berg
Subject: [EX] Botmaskop Land Swap Objection

I object to this and the development as a whole in the strongest possible terms.

This whole affair should be stopped.

All natural vegetation has been destroyed, including some of the best trails used by those that in fact care about and enjoy the environment. This area should never have been zoned for residential development. Building this high up on a mountain is in fact challenging, and now they want an easier way out? Has no thought been put into this?

This development is not eco friendly. Photos on the development's website feature species not even found here and they've already planted invasive tree species.

It's also a sore eye, just looking at Botmaskop.

Pieter Rautenbach
[redacted]

Sent from a mobile device

APPENDIX 6

Dr Brian du Preez
Du Preez Botanical Consulting
Stellenbosch
7600

Objection to the proposed land swap for development of Bothmaskop Estate

Dear Yolande van den Berg,

As a resident of Stellenbosch for over eight years, and botanical specialist, I have been appalled by the municipality's blatant disregard to the natural environment. I have raised many such incidents to residents, in order to highlight the mismanagement and destruction of our environment, and the ineptitude and disregard of individuals involved in these projects. The approval of the Bothmaskop Estate is most likely the most egregious act perpetrated by the municipality in recent history. Myself and several other concerned residents have attempted, without success, to access the environmental impact assessment (EIA) and documents relating to the environmental authorization for this development. These should be easily available to the public, but are nowhere to be found online, and attempts to contact the developer have also been unsuccessful. This development should never have been approved in the first place, as it falls within a critical biodiversity area (CBA) and in vegetation types classified as critically endangered (Cape Winelands Shale Fynbos and Boland Granite Fynbos). The approval of this development leaves a bitter taste in the mouths of many residents, and reeks of criminality, corruption, flouting of environmental legislation, and greed. Having visited the Bothmaskop Estate, it is clear that much of the area is too steep to develop housing, yet, almost all of the natural vegetation has been removed and it is clear that the developer has not taken any measures to mitigate against the impacts of the development.

This proposal for a land swap appears to be an admission by the developer to improper planning, and that the present Bothmaskop Estate is not suitable to develop. It is unfortunately too late for the hectares of critically endangered vegetation that has already been lost. It cannot be that the developer is allowed to simply take over a new piece of land from the municipality, destroying even more fynbos vegetation in the process. Firstly, the municipality has no clue how to manage their land on Bothmaskop, nor have any idea of what impact such a development would have on the area. Are you going to allow the development to take place without a full and transparent EIA if the land swap is to go ahead?

And what are the municipality's plans with the land received from the swap with the developer? I have for long believed that Erf 3363 and parts of Farm 333 should be incorporated into the Bothmaskop Nature Reserve and rehabilitated through the removal of alien invasive plant species and reintroduction of some keystone indigenous species. Many indigenous species have actually already emerged from a dormant seedbank following the removal of pines in some areas, so the restoration potential of the area is high. Honestly, all this area needs to flourish is a caring government and proper management. In my time walking this area, as many other residents enjoy for recreation, I have come across at least 2 endangered plant species, and there are likely others hiding away. We as a community need and deserve beautiful, clean, natural spaces to destress from our daily lives, and approving this land swap will further reduce easily accessible and relatively safe green spaces for Stellenbosch residents.

In closing, the vague proposal for this land swap on Bothmaskop, in conjunction with the poorly advertised public participation installs little confidence in the legitimacy of this proposal. The developer is clearly trying to maximize profits, with minimal consideration of environmental destruction, and the Stellenbosch Municipality is complicit in environmental crimes that are slowly being exposed. We as a community will not stand back and watch the natural beauty of Bothmaskop be further destroyed by a greedy developer, and seemingly backed by a greedy and uncaring municipality. We deserve an open and transparent local government, and now is the time to live up to the lofty promises made by the Democratic Alliance.

Please do not hesitate to contact me for further information regarding this objection, and I trust that the municipality will take this to heart.

Yours faithfully,



Dr Brian du Preez

Du Preez Botanical Consulting

[redacted]

[redacted]

APPENDIX 7

Dr Brian du Preez
Du Preez Botanical Consulting
Stellenbosch
7600

Objection to the proposed land swap for development of Bothmaskop Estate

Dear Yolande van den Berg,

As a resident of Stellenbosch for over eight years, and botanical specialist, I have been appalled by the municipality's blatant disregard to the natural environment. I have raised many such incidents to residents, in order to highlight the mismanagement and destruction of our environment, and the ineptitude and disregard of individuals involved in these projects. The approval of the Bothmaskop Estate is most likely the most egregious act perpetrated by the municipality in recent history. Myself and several other concerned residents have attempted, without success, to access the environmental impact assessment (EIA) and documents relating to the environmental authorization for this development. These should be easily available to the public, but are nowhere to be found online, and attempts to contact the developer have also been unsuccessful. This development should never have been approved in the first place, as it falls within a critical biodiversity area (CBA) and in vegetation types classified as critically endangered (Cape Winelands Shale Fynbos and Boland Granite Fynbos). The approval of this development leaves a bitter taste in the mouths of many residents, and reeks of criminality, corruption, flouting of environmental legislation, and greed. Having visited the Bothmaskop Estate, it is clear that much of the area is too steep to develop housing, yet, almost all of the natural vegetation has been removed and it is clear that the developer has not taken any measures to mitigate against the impacts of the development.

This proposal for a land swap appears to be an admission by the developer to improper planning, and that the present Bothmaskop Estate is not suitable to develop. It is unfortunately too late for the hectares of critically endangered vegetation that has already been lost. It cannot be that the developer is allowed to simply take over a new piece of land from the municipality, destroying even more fynbos vegetation in the process. Firstly, the municipality has no clue how to manage their land on Bothmaskop, nor have any idea of what impact such a development would have on the area. Are you going to allow the development to take place without a full and transparent EIA if the land swap is to go ahead?

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In closing, the vague proposal for this land swap on Bothmaskop, in conjunction with the poorly advertised public participation installs little confidence in the legitimacy of this proposal. The developer is clearly trying to maximize profits, with minimal consideration of environmental destruction, and the Stellenbosch Municipality is complicit in environmental crimes that are slowly being exposed. We as a community will not stand back and watch the natural beauty of Bothmaskop be further destroyed by a greedy developer, and seemingly backed by a greedy and uncaring municipality. We deserve an open and transparent local government, and now is the time to live up to the lofty promises made by the Democratic Alliance.

Please do not hesitate to contact me for further information regarding this objection, and I trust that the municipality will take this to heart.

Yours faithfully,



Dr Brian du Preez

Du Preez Botanical Consulting

[redacted]

[redacted]

APPENDIX 8

Belangegroep Stellenbosch Interest Group

17 May 2024

Ms Yolande van den Berg
Head of Contract Management
Stellenbosch Municipality Yolande.vandenberg@stellenbosch.gov.za

Dear Ms Van den Berg

PROPOSED LAND SWOP, BOTMASKOP ESTATE: 4,69 Ha SITUATED AT THE EASTERN END OF PORTION 2 OF FARM 490 (OWNED BY DEVELOPERS) IN EXCHANGE FOR 4,69 Ha OF MUNICIPAL LAND SITUATED ALONG THE SOUTHERN BOUNDARY OF PORTION 2 OF THE FARM 490, STELLENBOSCH: OBJECTION TO THE APPROVAL THEREOF

1. I refer to the above-mentioned application by the developers of Botmaskop Estate ("the developers") and to the official notice by the Municipality, calling for comments, objections, or alternative proposals, to be submitted to the Municipality on or before 17 May 2024 in response to the proposal to swop a part of portion 2 of Farm 490 (allegedly owned by the developers) with portion B of erf 3363 and portion C of the remainder of Farm No. 333 ("the encroached area"), owned by the Stellenbosch Municipality. **See enhanced survey diagram attached.**

2. As acting chairperson of the Stellenbosch Interest Group (SIG), I confirm that SIG objects to the approval thereof in the strongest possible terms.

3. The grounds of objection are the following:

   3.1 The advertisement that the Municipality placed on 19 April 2024 is materially defective;

3.2 Notwithstanding a proper formal request, the Municipality is withholding some of the information that is critically relevant to consider the application by interested and affected parties;

3.3 Information that is critically relevant to consider the proposal is not available;

3.4 The application is based on a fallacy;

3.5 The requirements of the Municipal Finance Management Act (MFMA) have not been met;

3.6 The proposal is in direct conflict with the approved Municipal Spatial Development Framework (MSDF);

3.7 The application aims to unlawfully change certain land uses without following the appropriate legal process;

3.8 The encroachment agreement (of which the attached land survey diagram referred to in par. 1 forms a part) signed during 2018 by Mr Piet Smit, the then Property Manager of the Municipality, was and is null and void and of no force or effect. As you are aware there was and is no basis in law for an agreement of this nature being entered into by the Municipality. Mr Smit signed the encroachment agreement unlawfully and without authorization, permitting the developers to access and occupy Municipal land without following due process and without providing for a proper process of public consultation.

3.9 The developers did not reveal their identity. The application has been made on a letterhead from Botmaskop Fynbos Estate (Pty) Ltd, but there is no indication that this is the applicant. The letter making the application was signed by the CEO of “Botmaskop Estate”.

3.10 The developers did not allege, or attach the relevant documents (such as a copy of the title deed) to prove that they are the registered owners of portion 2 of Farm 490, and the identity of the registered owner of this land has not been revealed;

3.11 The application for a land swop is premature pending the resolution of complaint lodged on 4 May 2024 with the WC Environmental Law Directorate regarding the development footprint impacting the ravine / kloof (watercourse) along the northern edge which is an infringement of NEMA

3.12. The developers have unlawfully and illegally commenced with the development on the encroached area.

4. The brief background to the proposal is the inappropriate and the highly insensitive development of Botmaskop that has been the source of serious concern to the broader Stellenbosch community for more than two decades. When did this matter land on the municipality's desk for the first time? During this time, the community raised several objections to the development The development rights granted by the Provincial Government in 2003 lapsed, the development was liquidated, and the property was sold by public auction to other developers in 2017. Unfortunately, the way the Municipality has dealt with this matter over the past two decades can only be described as a complete failure of transparency, with devastating consequences for the natural and cultural heritage of this town, and the sustainability of its surrounds.

5. The advertisement that the Municipality placed on 19 April 2024, only in Die Burger and not, as is usual in the Eikestad News, is materially defective for the following reasons:

5.1 It refers the public to further information (to which the public is entitled) to the website for the agenda dated 21/02/24, but no information is to be found in this agenda. Some (but not all) relevant information is to be found on the website for the Mayco agenda dated 16/11/23, but the advertisement contains no reference whatsoever to the agenda dated 16/11/23;

5.2 The advertisement states in the opening paragraph that both properties "have similar valuations" but this is not true and only serves to mislead the public. The actual municipal valuations tell a completely different story: Farm 490/2 is 30,6901 ha in extent and has a municipal value (MV) of R12 700 000.00

(i.e., an average value of R413 815.00 per ha). Farm 3363 is 80,80ha in extent and has a MV value of R28 950 000.00 (i.e. an average value of R358 292.00 per ha). Farm 333/0 is 70,44ha in extent and its MV value is R3 565 000.00 (i.e. an average value of R50 610.00 per ha). These figures are, however, not relevant to the proposed land swop because the land on offer by the developers is so steep that it is unsuitable for development, whereas the Municipal land requested by the developers runs along a ridge line and is extremely valuable.

6. Notwithstanding a formal request, the Municipality is withholding from interested and affected parties, some of the information that is critically relevant to interested and affected parties. The current development rights, environmental authorizations, if any, and heritage impact assessment applicable to the property remain controversial and information called for months ago, in terms of the Promotion of Access to Information Act (PAIA), has not yet been released by the Planning and Economic Development Directorate of the Municipality. This seems to be an attempt to withhold relevant information until the time for public comment has lapsed. We hereby demand a response to our official request without further delay, and in either event within five (5) days of the date hereof.

7. Information that is critically relevant to the assessment of the proposal and that would enable the public to submit **informed** comment on the proposal is not available, and this information, which either the applicant or the Municipality, or both, are withholding from the public, include:

7.1 The approval of the Botmaskop Estate by the Municipality that allegedly occurred “several years ago”, “subject to certain conditions” as referred to in the first paragraph 6.2.1 (there is another paragraph 6.2.1 on page 1289 of the Mayco agenda dated 16/11/23):

7.2 The settlement agreement that concluded litigation between the Municipality and the developer; when and about what?

7.3 The title deeds of both properties.

7.4 All planning approvals that pertain to both properties.

7.5 All environmental approvals, if any, that pertain to both properties, particularly since the 2003 environmental authorization had lapsed a long time ago and the public is not aware of any other environmental authorization being granted;

7.6 The contents of any EIA's conducted on both properties, particularly since

7.6.1 Impact assessments were previously conducted in terms of the Environment Conservation Act (Act 73 of 1989). not in terms of the current NEMA;

7.6.2 The impact assessment was done based on plans for a hotel and 15 units, not on the basis of plans for the higher-density housing (over 70 plots) that is now proposed.

7.6.3 The Impact assessment was done before spatial data sets and improved knowledge of biodiversity and ecosystems became available.

7.7 Fair market valuations of both properties

7.8 The Heritage Impact Assessment that should have been done after the Appeals Committee of Heritage Westen Cape resolved on 22 January 2020 to dismiss the appeal by the developer against the decision of the Heritage Officers' Meeting that such Assessment must be done. **See attached HWC Appeals Decision.**

8. The application is based on a fallacy. The application is carefully motivated on four (4) very specific grounds or premises. These grounds appear from the letter from the applicant dated 1 August 2023 which states that the development and fencing of a part of the current Botmaskop Estate development (the part which is being offered as a swop) (1) will block the public's access to some Western land portions adjacent to the Delaire Graff Wine Estate, (2) will deprive the larger Stellenbosch hiking and mountain biking community from access towards the Banhoek valley and surrounding

trails and will negatively impact on the ability to host hiking, running and mountain biking events in the Banhoek Valley (3) will stop the free flow and movement of wildlife and animals and (4) will block access to numerous trails and "the security of access, free flow of people and animals and unhindered link between Stellenbosch town, the Botmaskop Nature Reserve and the Banhoek Valley." These are all extremely important and valuable considerations, and the SIG supports this motivation. The problem, however, is that these premises do not in any way lead to the proposed conclusion of a land swop, particularly not regarding the land proposed. This is a fallacy of the genus *ignoratio elenchi* which is committed when premises purporting to establish a particular conclusion does in fact prove a different conclusion. The only possible conclusion that follows from these premises is that by the applicant's own admission, the development of the land offered to be swopped is not appropriate to be developed and should never have been approved as such. The position of SIG is that the entire Botmaskop Development is not appropriate for development and should never have been approved as such.

9. The requirements of the Municipal Finance Management Act (MFMA) have not been met, amongst others in that the fair market value of the respective properties has not been established. As a result, the Municipality is unable to comply with section 14(2)(c) of the MFMA, which requirement is obligatory.

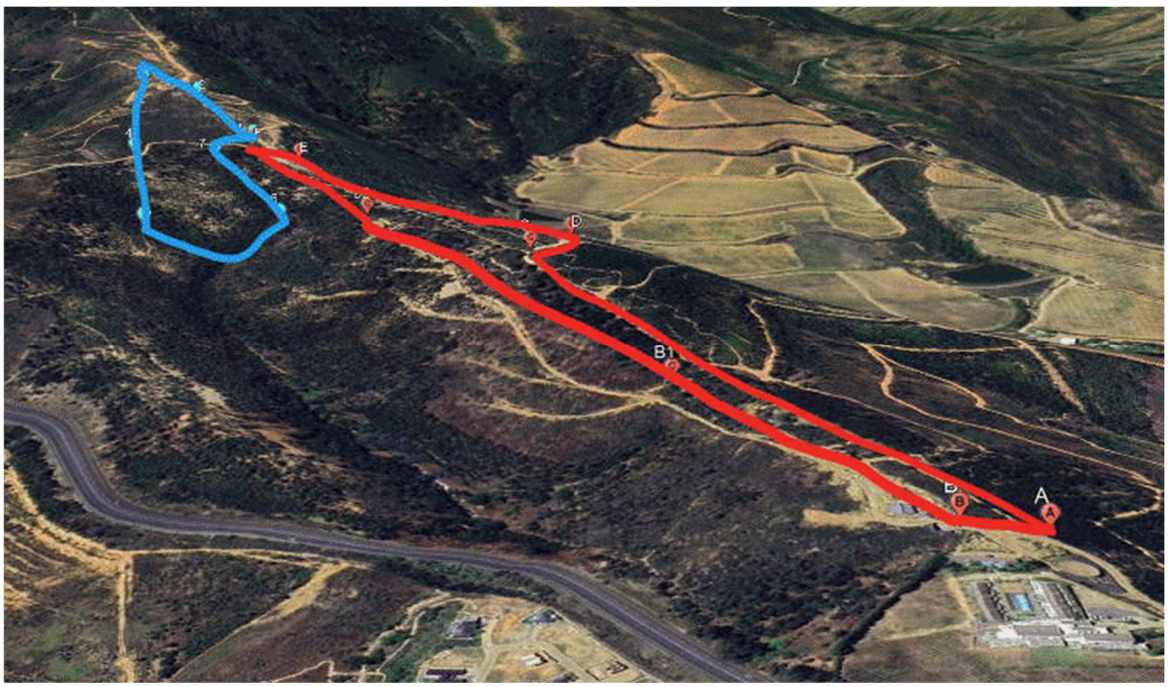
10. The proposal is in direct conflict with the approved Municipal Spatial Development Framework (MSDF) 2019. In guideline 6.6.3 on page 116 of the MSDF, "Gated residential development is not favoured. Public components of development should remain public, enabling integration of neighbourhoods and through movement."

The topography of the two portions of land is also vastly different. The eastern end of Portion 2 of Farm 490 owned by developers is extremely steep. The portion in question has an elevation of 360m at its western end, rising to 480m (over a horizontal distance of 750m) at its eastern end. This represents an average gradient of 1 : 6.25. The land closest to the eastern end of the property, however, rises 50m over a horizontal distance of only 150m, representing a very steep slope of 1 : 3. The proposed strip of Municipal Land (comprising a portion of Erf 3363 and a portion of the Remainder of Farm 333) on the other hand rises from an elevation of 290m at its western end rising to 390m (over a horizontal distance of 1500m) at its eastern end.

This represents an average gradient of 1: 15 and the strip of land being 35m wide, situated along a ridge, is extremely valuable **(see 3D diagram below and the contour map attached. Note that Farm 490/2 is referred to as Erf 18717 on the contour map).** As indicated in the policy guidelines below contained in the approved Municipal Spatial Development Framework (MSDF) it is important to protect cultural landscape assets – including undeveloped ridgelines from development.

2	Respect, preserve and grow the cultural heritage of SM. stellenbosch municipality	• Preserve significant cultural and historic assets within the municipality and grow the opportunity for new or emerging forms of cultural expression through expanding the use of existing cultural assets or supporting new uses for areas or structures of historic value. • As far as is possible, protect cultural landscape assets – including undeveloped ridge lines, view corridors, scenic routes, and vistas – from development. • Support alternative uses for historic structures and places which will enable its preservation (subject to adherence to general MSDF strategy and policies).

A three-dimensional view of the proposed land swap is depicted below. The relevant portion of the developers' property is outlined in blue whereas the portion of Municipal property is outlined in red.



In the light of the foregoing information, the exchange of highly valuable municipal land for land owned by developers that has no economic value is prohibited by

section 14(2) of the MFMA. In addition, no department or division of the Municipality has any need to acquire the land on offer by the developers.

11. The application aims to unlawfully change certain land uses without following the appropriate legal process. The encroachment agreement only allows for the land uses of "gardening and security purposes" (paragraph a of the encroachment agreement) and expressly prohibits all commercial uses (paragraph 4.1 of the encroachment agreement.) The protection of these land uses will be lost if the application is allowed.

12. In the circumstances, the SIG

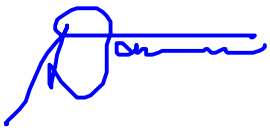
12.1 hereby lodges a complaint against the developers (Botmaskop Estate Development) for engaging in unlawful and illegal activities on the encroachment land (referred to in the encroachment agreement) being earthworks and paved minor roads;

12.2 demands that the proposal be re-advertised once the fatal defects indicated above have been addressed and all the outstanding documents have been made available to the public and to the SIG;

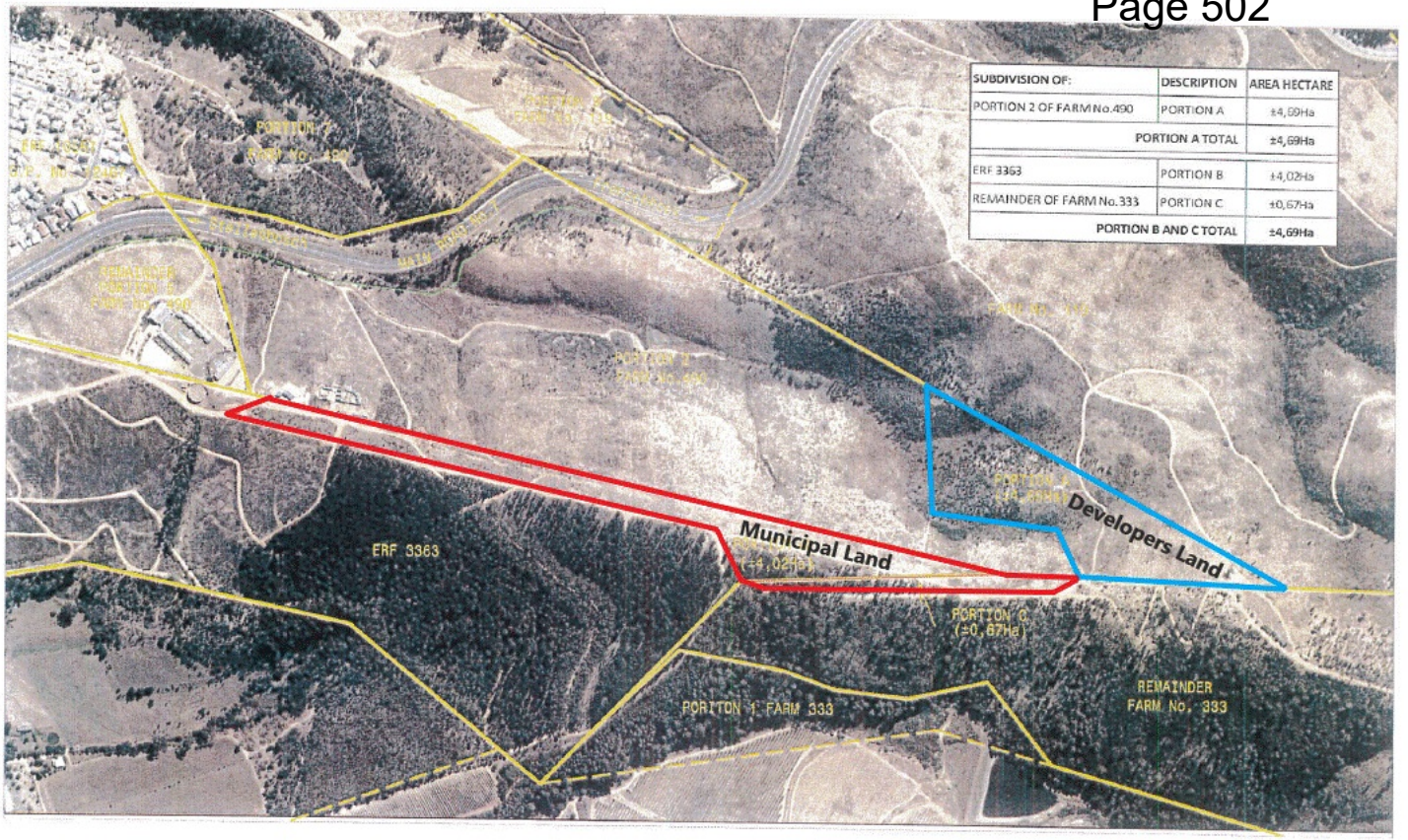
12.3 demands that if and when the proposed land swop is considered, it be rejected for the reasons stated above.

13. As an alternative to the proposed land swop, the SIG calls for an immediate moratorium on further development of the Botmaskop Estate pending an investigation into the controversy about the alleged development rights of this property.

Kind regards



Ronnie Donaldson (Acting Chairperson)



Notes

TN

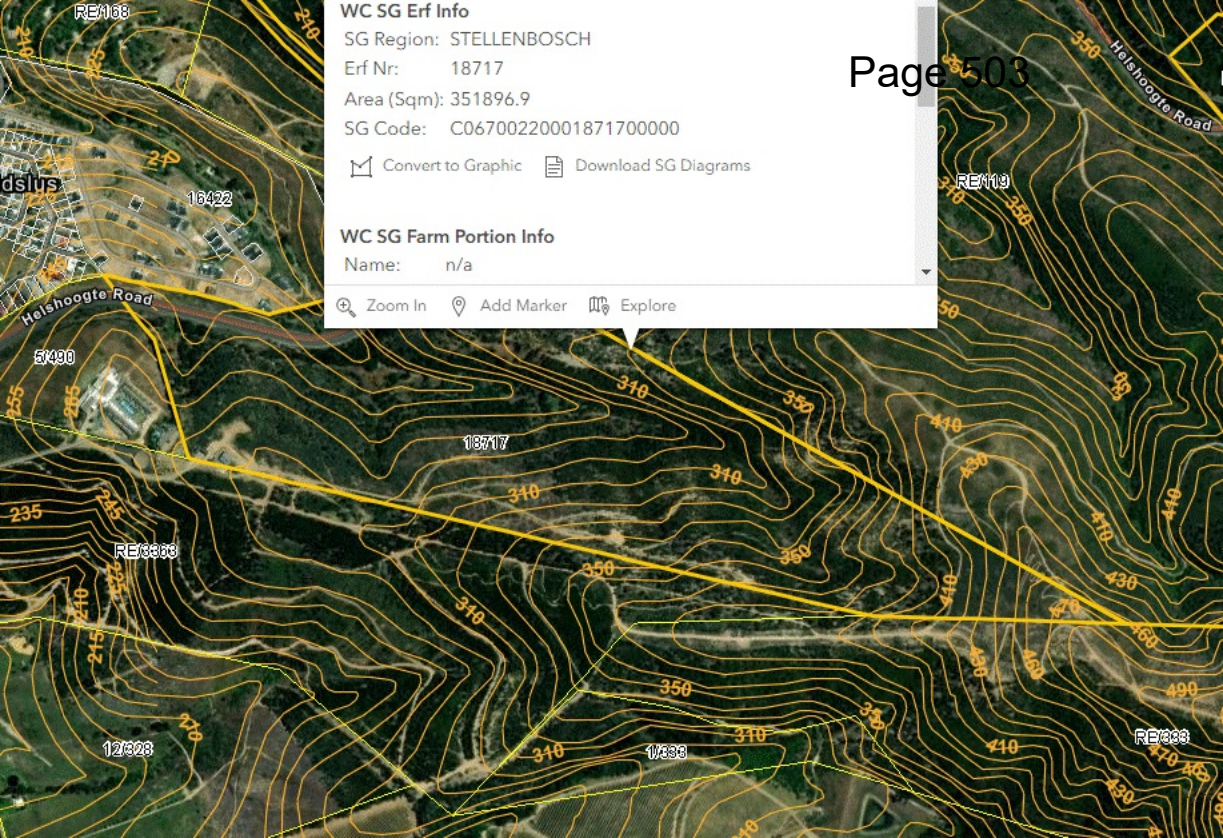
Caveat
1. Any areas and dimensions are provisional and will be finalised at time of subdivision survey.
2. All levels are to be confirmed prior to construction.

Scale 1:5000 @A3	Date:20/10/2017	Contours:NA	System: WG 19

PROPOSED LAND SWOP
STELLENBOSCH MUNICIPALITY
& RESET PROP PTY LTD

Ref:SA490-2E	Dwg:PROP_LAND_SWOP

FRIEDLAENDER, BURGER & VOLKMANN
Professional Land Surveyors Sectional Title Consultants Mapping Consultants
Professionele Landmeters Deeltitel Konsultante Kadering Konsultante


WC SG Erf Info
SG Region: STELLENBOSCH
Erf Nr: 18717
Area (Sqm): 351896.9
SG Code: C06700220001871700000
Convert to Graphic
Download SG Diagrams
WC SG Farm Portion Info
Name: n/a
Zoom In
Add Marker
Explore
RE/168
16422
Helshoogte Road
5/490
18717
RE/3808
12/808
1/393
RE/119
RE/383

ADOPTED RESOLUTIONS AND DECISIONS OF THE MEETING OF HERITAGE WESTERN CAPE, APPEALS COMMITTEE
Held on Wednesday, 22 January 2020 in the 1st Floor Boardroom at the Offices of the Department of Cultural Affairs and Sport, Protea Assurance Building, Greenmarket Square, Cape Town scheduled for 09:00

Matters Arising

9.1 Proposed Additions and Alterations to Erf 1260, Devonshire House, Ryneveld Street, Stellenbosch: Section 27
HM/ CAPE WINELANDS/ STELLENBOSCH/ERF 1260

Case No: 19070107AS0507E

DECISION
The Appeal is upheld.

Andrew September

10. New Matters

10.1 Proposed Total Demolition of 4 Nursery Road, Rondebosch, Erf 45530 (S34 BELCOM)
HM/CAPE TOWN METROPOLITAN/ RONDEBOSCH / ERF 45530

Case No: 19020425SB0306E

DECISION
The Committee resolved to undertake a site inspection on Tuesday, 4th of February 2020 at 10:00 (AvG, AM, KD, MM, NB).

Stephanie Barnardt

10.2 Proposed Rezoning and Development on Erf 1191, Cecilia Street, Paarl
HM/CAPE WINELANDS/ DRAKENSTEIN/ PAARL/ERF 1191

Case No: 19111114AS1113E

DECISION
The Committee resolved to undertake a site inspection on Tuesday, 4th of February 2020 (AvG, AM, KD, MM, NB).

Andrew September

Adopted Resolutions and Decisions

10.3 Proposed Development of an apartment block, Erf 3488, Simons Town (NID S38(8) HOMs)
HM / CAPE TOWN METROPOLITAN/ SIMONS TOWN / ERF 3488

Case No: 18070629SB1213E

POINT IN LIMINE
The Committee was required to consider whether to condone the late submission of the Appeal.

DECISION
The Committee decided to condone the late filing of the Appeal.

DECISION
1. The Appeal is upheld.
2. An HIA is required that addresses the sensitivities raised by the appellants:
   a. Visual Impact of the development on TMNP
   b. A townscape analysis and the formulation of heritage design indicators relating to mass, scaling and form.
   c. The assessment of the proposed development against the indicators
3. The HIA must comply with the provisions of Section 38 (3).

Stephanie Barnardt

10.4 Proposed Fijnbosch Estate Residential Development on Portion 2 of Farm Amoi 490, Stellenbosch
HM/ CAPE WINELANDS/ STELLENBOSCH/PTN 2 OF FARM AMOI 490

Case No: 19112815AS1129E

DECISION
1. The appeal is dismissed.
2. The HOMs decision is upheld.

Andrew September

10.5 Proposed Sampling and Dating of Yzerfontein Beach Skeleton (Section 35 - APM)
HM / YZERFONTEIN BEACH
Case No: 19110702SB1209E

FURTHER REQUIREMENTS
The Committee requires a method statement from the appellant for the sampling that includes the finding of the FACT Skeletal report, as well as the nature of potential significance of the remains. The specific contribution of this sampling to the understanding of the evolution of the dune context needs to be stated in the method statement. The method statement should be written in an accessible manner to facilitate public understanding of the proposed research.

Stephanie Barnardt

11. ADOPTION OF RESOLUTIONS AND DECISIONS
The Committee adopted the resolutions and decisions as minuted above.

Adopted Resolutions and Decisions

APPENDIX 9

9

17 May 2024

Office of the Municipal Manager
Ms. G Mettler
Stellenbosch Municipality
3rd floor, NPK Building
c/o Ryneveld & Plein Streets
Stellenbosch

Per email: yolande.vandenberg@stellenbosch.gov.za

Dear Ms. Mettler,

RE: Proposed Land Swap: Botmaskop Estate Development, Erf 3363 and RE/333, Stellenbosch

1. I refer to the above application and to the Municipality's official notice calling for public comment.

2. For reasons detailed below, the public participation process is fatally defective and precludes any meaningful comment from Interested and Affected Parties ("*I&APs*"). Moreover,

A. Lack of meaningful public participation

a. Failure to make supporting documents readily available

3. The notice does not include a hyperlink to the relevant supporting documents. Readers are merely referred to the municipality's website. They are expected to to navigate (without any guidance) to the relevant drop-down menu, as well as locate and download the 42.71MB electronic copy of the agenda of the 21 February 2024 Council meeting.

4. This means that persons who lack internet access are effectively excluded from this comment process.

5. No hard copies of the relevant application documents and commentary from relevant line departments are made available either at the municipal offices or local libraries.

6. These are reasonable steps which should have been taken to facilitate meaningful public participation.

b. Failure to provide adequate description of proposal

7. A defective and/or inaccurate description of the proposed administrative action (i.e. disposal of immovable property) draws a red herring across the path of public participation.

i. Inadequate description of areas

8. The relevant areas are not adequately described and/or depicted in the documents.

8.1. At p. 101 of the agenda, it is stated that "the areas are shown on fig[ure] 1 and 2 below. On page 2 of Appendix 1 a clear indication of the proposed land swap is shown".

8.2. However, figure 1 (p101) does not in fact show the relevant areas. For example, the figure does not depict the boundary lines of any erven or even polygons depicting the boundaries of the proposed land portions to be exchanged. It consists of nothing more than a satellite image. The only information clearly depicted is the location of the R310 (Helshoogte road).

8.3. As there is no figure 2 in the agenda itself, it appears that "figure 2" is in fact the image provided at page 2 of Appendix 1. Contrary to the claim that this image provides a "clear indication of the proposed land swap", this image does not represent an adequately detailed and user-friendly depiction of the relevant land parcels.

8.4. The figure in Appendix 1 (p. 109), does not include any "labels". It does not identify the relevant land parcels which is the subject-matter of the proposed land swap. It does not indicate the existing access routes to the Botmaskop Nature Reserve and how the land swap will affect such access. It does not indicate the proposed new boundaries of the Botmaskop Nature Reserve in the event the application is approved. It includes a yellow line, which the accompanying text explains depicts the access road on the developer's property.

9. It beggars belief that this application could be submitted for public comment in light of these manifest defects. Indeed, the (undated) comment by the Director: Community and Protection Services highlighted these very defects (at page 105, para 6.8.1) –

9.1. "A submission of a clear boundary amendment map [should] be provided to the Municipality". This was deemed necessary by the Director, in order to consider the implication of the proposed application in relation to the Council-approved management plan for the Idas Valley and Botmaskop Nature Areas.

9.2. The director went on to state that- "It is a challenge to fully grasp the proposed land swap without a detailed map of the exchange proposed. The item should be completed with such a map depicting both proposed swaps".

10. The director also noted that "the existing dirt road which is used to access the Botmaskop nature area should not be included in the proposed land swap or fenced into the estate." Without any clear depiction of the proposed boundaries of the land swap and the location of access routes, it is not reasonably possible

for IA&Ps to understand the impact of their use and access to the Botmaskop nature area, or indeed the impact on the municipality's access.

11. If the director of a relevant line department was unable "fully [to] grasp" the proposed land swap, it is difficult to see how I&APs can be expected to do so.

12. Finally, the current zoning of the properties is unclear. Even the property valuation report states that the valuers were unable to confirm the zoning with the municipality and bases the valuation on the assumption that the properties are zoned agricultural (p. 124, para 3.2). However, the valuation request form completed by the municipality (an attachment to the valuation report) (p. 131) states the "zoning and usage" as "nature reserve and residential". This discrepancy in the documentation not only precludes any meaningful comment by I&APs, but also calls into question the reliability of the valuation report and its findings.

ii. Inadequate information to consider impact on local community's use and enjoyment of Botmaskop Nature Area

13. The impact on the local community's use and enjoyment of the Botmaskop nature area as a result of the proposed agreement is not adequately described.

14. In the absence of clear visual depictions of the relevant access routes, the proposed new boundaries of the Botmaskop nature area and the proposed future use of the relevant land areas, I&APs cannot properly consider the impact of the proposed land swap of their use and enjoyment of the nature area.

15. First, the documents do not provide any clear depiction of the relevant land areas, as well as the existing and proposed access routes.

16. Second, the "intention of the developer" is not dealt with in the report that served before Council. Instead, the executive summary states simply that "the developers wrote a letter (appendix 4) further clarifying their intention with the area" (p. 100) I&APs are left to compare comments from different line departments as against the developer's 2-page letter to discern this "intention.

17. As to Farm Portion 2/490 which will be transferred to the Municipality, it appears from the comments of the Director: Planning and Economic Development Services states that this portion will remain as a private open space (i.e. its current zoning) (see p. 105 - 106, para 6.8.3). It is difficult to understand what this means, given that this zoning (PrOS) is applicable to land in private ownership; not municipal ownership. The application documents and the report to Council do not explain whether the municipality would rezone the land parcel and, if so, to which zoning, as well as which entity would bear the costs of such rezoning.

18. As to portions of erf 3363 and RE/ Farm 333, which the developer intends to take transfer of,

19. To add to this confusion, the valuation report states that the "subject property will be alienated for residential purposes" (p. 125, para 4.2).

20. Finally, while the developer states that the encroachment area will be "rehabilitated", it is clear that the word "rehabilitation" is not used in the scientific sense. That is because the developer intends to establish "indigenous fynbos and other plant species". Given the property's close proximity to critically endangered vegetation types in nearby natural remnants and nature areas, rehabilitation with endemic species are required, using plant material sourced from within a +/- 12km radius of the site.

iii. Inadequate information about encroachment agreement

21. While the encroachment agreement is attached to the agenda (p. 112), none of the documents explain why the issues now being put up in support of the application were not identified during the course of either the rezoning, township development or environmental authorisation applications. No explanation is provided why the location of the perimeter fence necessitates the land swap application at this point in time and why this was not identified as a concern during the course of public participation (if any) in respect of the encroachment agreement.

22. Moreover, no explanation is provided why it was even necessary for the developer and the municipality to enter into the encroachment area in 2019. In this regard, it is noted that the Municipality's relevant policy only permits such agreements for purposes of "gardening and security".

23. It now appears that the developer also intends to use the area to host "the utilities and services, along with the boundary fence". Does the term "utilities and service" refer to existing or proposed utilities and service of the Municipality or does the developer intend to erect or install utilities and services for the private development on its existing development property?

24. These questions are important, because the unavoidable inference from the available information is that this land swap is a *fait accompli*. In other words, that the proposed land swap was foreseen or reasonably foreseeable by the developer or its predecessor in title when the development was applied for, when the environmental authorisation was amended or when the land encroachment agreement was entered into. This. Is an important question because it also affects the substantive considerations under the Municipal Asset Transfer Regulations ("MATR") and the question of bias (i.e. where the administrative authority is placed in a position where it cannot refuse the application).

B. Substantive Considerations: MATR

25. In the absence of an adequate description of the proposed agreement and the surrounding circumstances, no meaningful consideration of the substantive considerations required under the MATR is possible.

26. However, it is readily apparent that no regard has been given to the biodiversity value of the relevant areas. Instead, the properties are valued form a purely commercial perspective as agricultural properties.

27. There is no reference whatsoever to the fact that the vegetation type of these areas is critically endangered. Similarly, no attempt has been made to analyse the restoration potential of these areas and the resulting potential economic and environmental cost of the proposed land swap.

28. For these reasons, the current application should be remitted for proper analysis by relevant line departments to allow meaningful public participation.

Yours faithfully,

Adv. Louise Ferreira

APPENDIX 10

THE Home of Biodiversity

[redacted]

CEO: Dr David Gwynne-Evans

[redacted]

www.casabio.org

Tuesday 21st May, 2024

Botmaskop Estate
Comments and Considerations Regarding the Land Swap

To the relevant decision makers deciding on the Botmaskop land-swap,
I am a botanist and CEO of an non-profit organisation that documents flora and fauna for conservation, education and research. In my capacity as an IAP with a concern for ongoing loss of remnant vegetation, I have spent some time going through the documents provided, i.e. the agenda of the 21 Feb 2024 Council Meeting, including 11.3.3, pg 100-110.

From these documents it is unclear to me exactly what portions of land are going to be swapped and what the biodiversity value of the land is. There is almost no environmental consideration mentioned in the land-swap. I cannot ascertain from the information which land is more fragmented. From having examined the photos of the website on staytus.co.za/botmaskop-estate, I can see that there is tremendous alien infestation as well as significant natural vegetation that looks to be arid-proteoid-fynbos, possibly with some renosterveld elements as indicated by the presence of sand-olive. The Protea repens visible as a considerable component of the flora is currently providing nectar for birds. I see no mention of an EIA, nor of a long-term commitment to taking care of the invasive species that are rampant on the mountains above. I would also like to see a comprehensive and floristic survey done in spring in order to ascertain valuable species present in the land that is planned for development. What is the management plan for ensuring that land around the development and within receives fire. We know this is necessary for the proper long-term functioning and maintenance of vegetation, and without fire it will become moribund, clogged with thicket and forest species, and low in species diversity.

Until I better understand the plan and see binding agreements and a management plan that takes these factors into consideration, I cannot in good conscience support either the development nor the land-swap.
Regards,
Dr David Gwynne-Evans
CEO of CASABIO.org
David Gwynne-Evans
[redacted]

10
HANDED IN

APPENDIX 11

STF COMMENTS ON THE PROPOSED LAND SWOP ON BOTMASKOP BETWEEN THE MUNICIPALITY AND THE 'BOTMASKOP ESTATE' DEVELOPER

May 2024

BACKGROUND

- The developer of Botmaskop Estate proposed a land swap to Stellenbosch Municipality, whereby a portion of the developer's privately owned land would be swopped for a portion of municipal land. This proposal was made early in 2023.
- The two pieces of land to be swopped are of the same size, ie 4.7 hectares.
- During the course of 2023, STF had discussions with the municipality as well as with the developer to understand the potential impact of such a land swop on the broader trails community. In our view, this proposed swop will benefit the municipality as well as the trails community.
- The municipality tabled the proposal at a city council meeting in February 2024, where the proposal was supported, pending a public participation process.

THE LAND TO BE SWOPPED

The land is located on the higher slopes of Botmaskop Nature Area, above African Valley Hotel, and immediately north of the municipal service road leading up the mountain. See purple below.



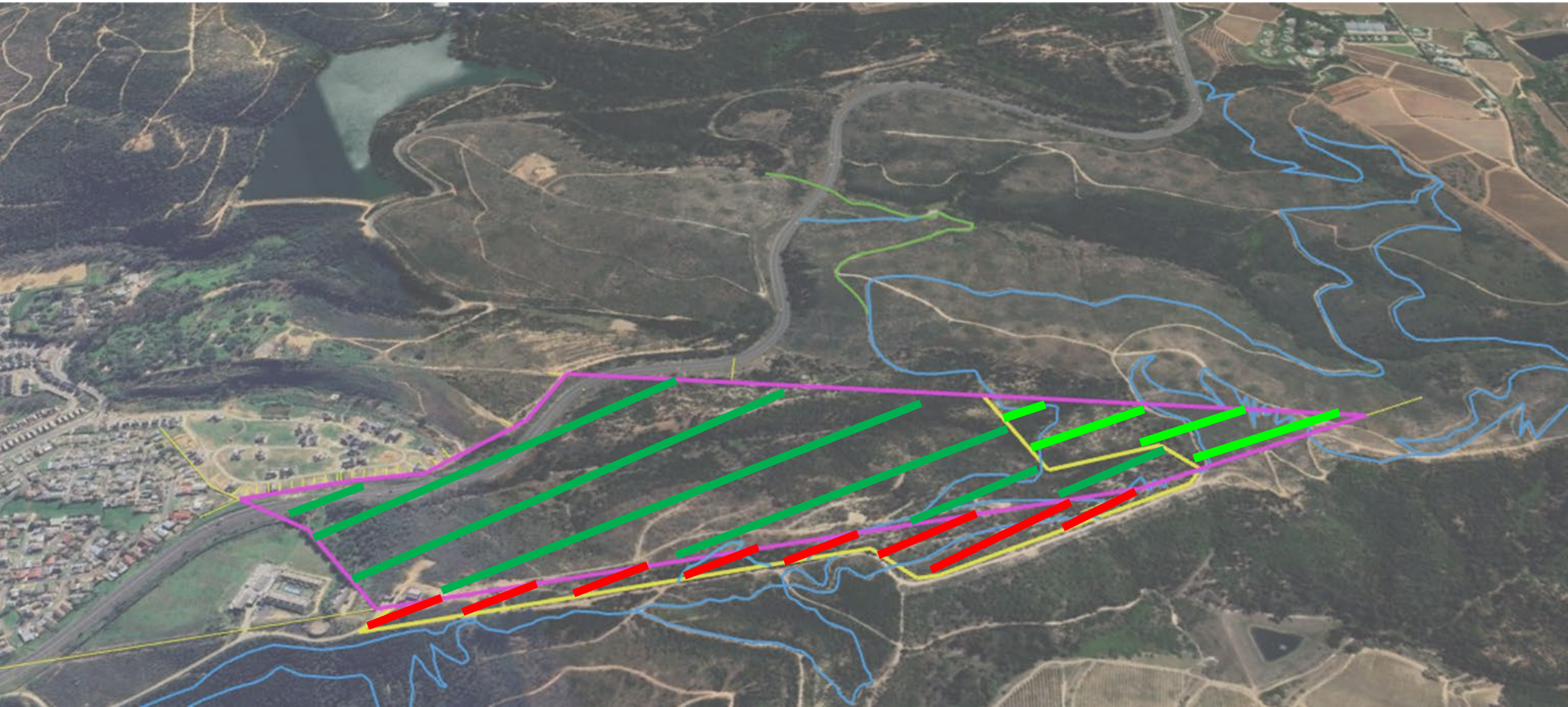
THE LAND TO BE SWOPPED

Boundary line of developer's property

Portion retained by developer

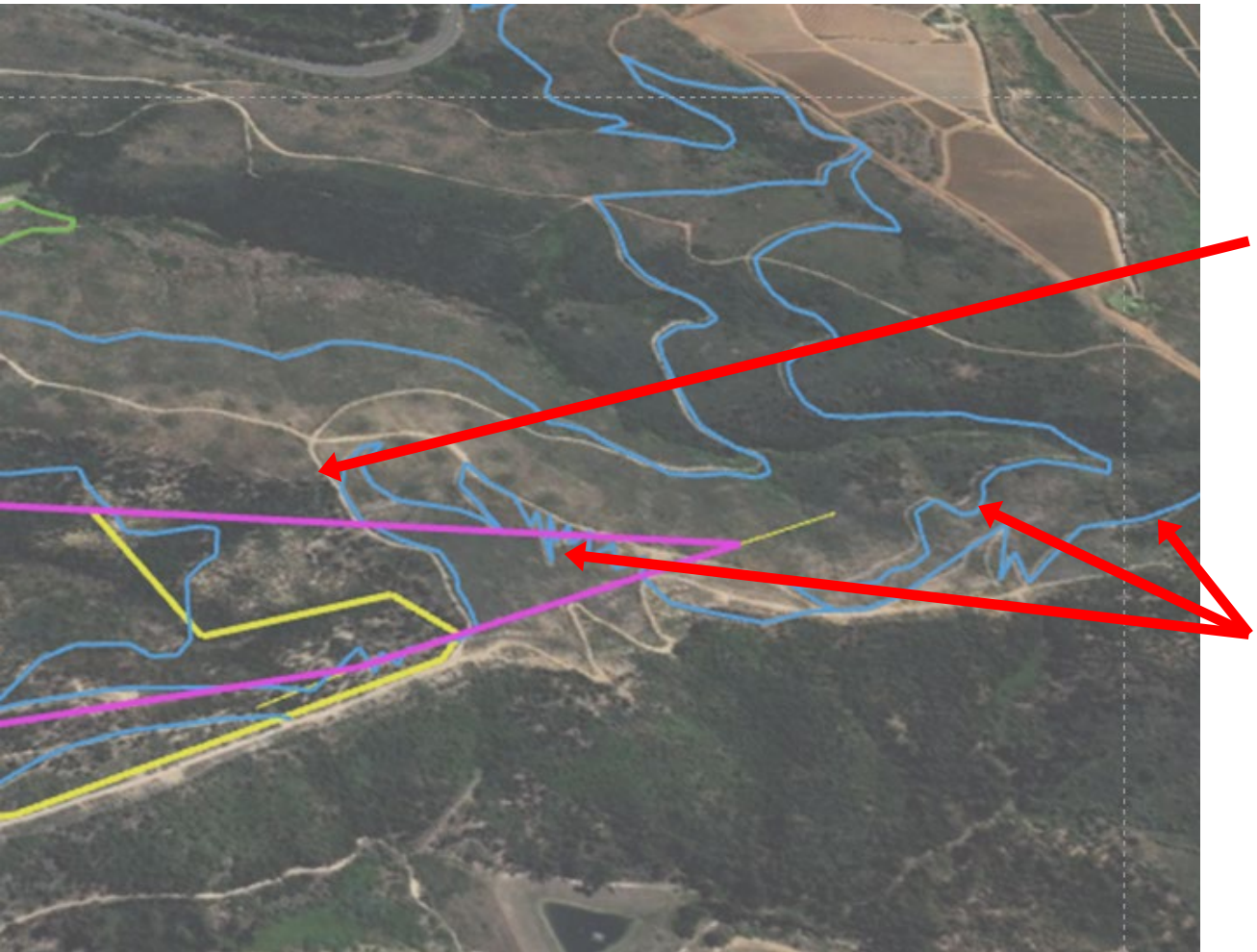
Portion given TO municipality

Portion given TO developer



PUBLIC BENEFITS OF THE LAND SWOP

In the scenario where the land swop does not take place and where the developer elects to fence off its current piece of private land, the municipality and the trail user community will be affected as follows:



Access to these important service roads will be destroyed, cutting off large areas of Botmaskop and access to Ida's Valley. Fire fighting and other emergency services will be significantly affected.

Access to three of the most important trails on Botmaskop, ie Goddess, Corkscrew and the traverse trail to Banhoek, will be destroyed.

WHAT WILL CHANGE WHEN THE LAND SHOP TAKES PLACE?

Trail users will not see any changes after the land swop, because of the following reasons:

- The developer obtained a right of usage of the piece of municipal land in question many years ago. It now simply wants to formalise this agreement for the long term via a land swop. Trail users would have seen the developer's boundary fence running immediately adjacent to the service road on Botmaskop. This fence is therefore inside the portion of municipal land which the developer intends to own after the land swop (the area marked in red on page 4). The position of the fencing will therefore remain unchanged.
- STF obtained municipal approval in 2023 to make the necessary changes and additions to the mountain bike trails on Botmaskop, following the impact of this property development. We also raised additional donor funding for this trail work, including the extension of the 'Doctor' trail. These trail changes were done in anticipation of the land swop being approved, and the work was completed by November 2023. No further trail changes will be necessary.

APPENDIX 12

Belangegroep Stellenbosch Interest Group

23 May 2024

Ms Yolande van den Berg
Head of Contract Management
Stellenbosch Municipality Yolande.vandenberg@stellenbosch.gov.za

Dear Ms Van den Berg

PROPOSED LAND SWOP, BOTMASKOP ESTATE: 4,69 Ha SITUATED AT THE EASTERN END PORTION 2 OF FARM 490 (OWNED BY DEVELOPERS) IN EXCHANGE FOR 4,69Ha OF MUNICIPAL LAND SITUATED ALONG THE SOUTHERN BOUNDARY OF PORTION 2 OF THE FARM 490, STELLENBOSCH: OBJECTION TO THE APPROVAL THEREOF

1. I refer to the above-mentioned application by the developers of Botmaskop Estate ("the developers") and to the official notice by the Municipality, calling for comments, objections, or alternative proposals, to be submitted to the Municipality on or before 17 May 2024 in response to the proposal to swop a portion of portion 2 of erf 490 (allegedly owned by the developers) with portion B of erf 3363 and portion C of the remainder of Farm No. 333 ("the encroached area"), owned by the Stellenbosch Municipality.

2. As acting chairperson of the Stellenbosch Interest Group (SIG), I confirm that SIG lodged objections to the approval in writing on 17 May 2024.

✉ [redacted]

3. It has now come to SIG's attention that comments were also made by the Stellenbosch Trail Fund (STF), (see attached letter from STF simply dated May 2024).

4. The SIG would like to comment on the comments by the STF. The SIG is aware that the time to comment on the proposal has lapsed, but the SIG is also aware that no decision has yet been made, and therefore requests that these comments should also be considered when the Municipality considers the proposal. (Should the matter not be resolved, these comments shall in either event be raised again in the appropriate forum.)

5. STF's comments are based on information that (1) is not part of the application and (2) was not available to the public when the public was supposed to make informed comments during the public participation process.

6. As much is apparent from the first bullet point on page 6 of the STF comment document, where they claim, *the developer obtained a right of usage of the piece of municipal land in question many years ago. It now simply wants to formalize this agreement for the long term via a land swop.* The problems with the statements are

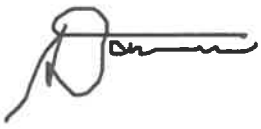
   6.1 the developer is not a party to the encroachment agreement - Reset Properties is a party to the encroachment agreement;

   6.2 there is nothing in the developer's application that indicates if, how, when and where the developer stepped into Reset Properties' shoes;

6.3 the "encroachment agreement" is not simply an unlimited "usage" agreement as suggested by the STF, it is expressly limited to "gardening and security purposes" and strictly limited to "non-commercial purposes", while a residential development is indeed a "commercial purpose".

7. In the circumstances it appears that the proposed land swop is fraught with inconsistencies and should be rejected outright.

Kind regards



Ronnie Donaldson (Acting chairperson)

APPENDIX 13

Yolande van den Berg

From: Geraldine Mettler
Sent: Monday, 03 June 2024 14:29
To: Yolande van den Berg
Subject: FW: [EX] Fwd: Botmaskop
Attachments: STF comments on proposed land swop on Botmaskop.pdf

From: Albrecht Gantz [redacted]
Sent: Monday, June 3, 2024 2:12 PM
To: Geraldine Mettler <Geraldine.Mettler@stellenbosch.gov.za>; Annemarie Ferns <Annemarie.Ferns@stellenbosch.gov.za>; [redacted]
Subject: [EX] Fwd: Botmaskop

Dear Geraldine

I live in Mostertsdrift, Stellenbosch and also serve on the Ward 7 committee with Annemarie and fellow neighbours. I was part of the Ward 7 delegation that inspected the site and saw the areas wrt the swop.

I agree 100% with the note below and do not believe this will be in the public interest to block the land swop. We, the public and users of the Botmaskop trails, are privileged to use the trails (as supported and maintained by STF). Unfortunately, the general public does not understand the nuances wrt the areas under discussion. The marginal utility of usage as a result of the land swop is not communicated clearly to the public. The municipality and the public will not lose because of this swop. I believe it is a fair deal to conclude.

Kind regards
Albrecht Gantz
071 609 5138

---------- Forwarded message ---------
From: **Ernst Gouws** [redacted]
Date: Mon, 3 Jun 2024 at 13:32
Subject: Botmaskop
To:

Hi all

As you know, the "Botmaskop Estate" residential development has generated lots of public debate. The development (including the environmental impact assessment, etc) was approved as far back as 2008, under the then-ANC municipality.

The current topic of discussion is a proposed land swap between the developer and the municipality. This is a relatively small matter (in the context of the much bigger development) and not material to the viability of the development. The proposed land swop (in essence to formalise a quid pro quo land usage agreement which has been in place for several years) holds significant benefits for both the municipality ("the public at large") as well as for the trail community (walkers, runners and cyclists). See the attached document for more information.

I have received several queries from concerned residents during the past two weeks. In my opinion, some people feel the urge to oppose this land swop simply because they are unhappy about the residential development itself. This is understandable, but not rational and we should not "cut our nose to spite our face". There is a risk that lots of complaints (without enough public support) may lead to the land swop proposal being rejected.

My personal view is as follows: as long as the proposed land swop goes through a robust and transparent process (including independent land valuations of the two portions of land) then I support it. It does not imply that I think a big property development on Botmaskop is necessarily a good thing. But that ship has sailed.

If you share my view, please take two minutes to send a short e-mail to the Municipal Manager, in which you express your support for the land swop proposal. E-mail Geraldine at Geraldine.mettler@stellenbosch.gov.za and please copy Annemarie Ferns (our local councillor): annemarie.ferns@stellenbosch.gov.za. Add your residential street address to the e-mail.

Thanks!

Ernst

--
Albrecht Gantz

APPENDIX 14

Yolande van den Berg

From: Geraldine Mettler
Sent: Monday, 03 June 2024 14:29
To: Yolande van den Berg
Subject: FW: [EX] Botmaskop - proposed land swap

From: Peggy Vreken <[redacted]>
Sent: Monday, June 3, 2024 2:04 PM
To: Geraldine Mettler <Geraldine.Mettler@stellenbosch.gov.za>
Cc: Annemarie Ferns <Annemarie.Ferns@stellenbosch.gov.za>
Subject: [EX] Botmaskop - proposed land swap

Dear Geraldine

I'm writing to express my support of the proposed land swap between the municipality and the developers of the Botmaskop residential estate.

As a resident of Rozendal, I hike in the mountains. My husband and my sons use the mountain bike trails. In the interest of the continued public use of the Botmaskop area by hikers and mountain bikers, I support a swap based on independent valuation of the two portions of land, on the condition that the process is robust and transparent.

Please feel free to contact me should you have any questions.

Kind regards
Peggy Vreken

[redacted]
Stellenbosch
SOUTH AFRICA
[redacted]

APPENDIX 15

Appendix 15

Yolande van den Berg

From: Geraldine Mettler
Sent: Monday, 03 June 2024 14:30
To: Yolande van den Berg
Subject: FW: [EX] Botmaskop Estate Land Swop

From: Ted Boezaart [redacted]
Sent: Monday, June 3, 2024 2:01 PM
To: Geraldine Mettler <Geraldine.Mettler@stellenbosch.gov.za>
Cc: Annemarie Ferns <Annemarie.Ferns@stellenbosch.gov.za>
Subject: [EX] Botmaskop Estate Land Swop

Good afternoon, Geraldene.

I hope you are well and keeping warm now that the winter is finally here!

I just wanted to state my support of the proposed land swap between the Botmaskop Estate development and the Municipality, as long as the proposed land swap goes through a robust and transparent process (including independent land valuations of the two portions of land).

Regards,
Ted Boezaart
[redacted]
Stellenbosch
[redacted]

APPENDIX 16

Yolande van den Berg

From: Geraldine Mettler
Sent: Monday, 03 June 2024 14:30
To: Yolande van den Berg
Subject: FW: [EX] Botmaskop Estate Land Swop

From: Ted Boezaart [redacted]
Sent: Monday, June 3, 2024 2:01 PM
To: Geraldine Mettler <Geraldine.Mettler@stellenbosch.gov.za>
Cc: Annemarie Ferns <Annemarie.Ferns@stellenbosch.gov.za>
Subject: [EX] Botmaskop Estate Land Swop

Good afternoon, Geraldene.

I hope you are well and keeping warm now that the winter is finally here!

I just wanted to state my support of the proposed land swap between the Botmaskop Estate development and the Municipality, as long as the proposed land swap goes through a robust and transparent process (including independent land valuations of the two portions of land).

Regards,
Ted Boezaart
[redacted]
Stellenbosch
[redacted]

APPENDIX 17

Yolande van den Berg

From: Geraldine Mettler
Sent: Monday, 03 June 2024 14:30
To: Yolande van den Berg
Subject: FW: "Botmaskop Estate" residential development - proposed land swap between the developer and the municipality.

From: Hannes Swart <[redacted]>
Sent: Monday, June 3, 2024 2:00 PM
To: Annemarie Ferns <Annemarie.Ferns@stellenbosch.gov.za>; Geraldine Mettler <Geraldine.Mettler@stellenbosch.gov.za>
Subject: [EX] "Botmaskop Estate" residential development - proposed land swap between the developer and the municipality.

Dear Geraldine,

I am a resident in Mostertsdrift and would like to voice my support for the proposed land swap.

Regards

Kind Regards
Hannes Swart
[redacted]
Mobile. [redacted]
www.deltacolours.com



COATINGS FOR AFRICA
Stand A70

19 - 21 JUNE 2024
SANDTON CONVENTION CENTRE
JOHANNESBURG, SOUTH AFRICA
#COATINGSFORAFRICA

APPENDIX 18

Appendix 18

Yolande van den Berg

From: Geraldine Mettler
Sent: Monday, 03 June 2024 14:30
To: Yolande van den Berg
Subject: FW: [EX] Re: Botmaskop Land Swop
Attachments: STF comments on proposed land swop on Botmaskop.pdf

From: Cor Booysen [redacted]
Sent: Monday, June 3, 2024 1:58 PM
To: Geraldine Mettler <Geraldine.Mettler@stellenbosch.gov.za>
Cc: Annemarie Ferns <Annemarie.Ferns@stellenbosch.gov.za>; Fielies <adriette@gmail.com>
Subject: [EX] Re: Botmaskop Land Swop

Hi Geraldine,

My wife and I support the land swop agreement at Botmaskop as is the current proposal.

Address: 3 Jannasch street, Mosterstdrift, Stellenbosch, 7600

Regards
Cor & Adriette Booysen

---------- Forwarded message ---------
From: **Ernst Gouws** [redacted]
Date: Mon, Jun 3, 2024 at 1:32 PM
Subject: Botmaskop
To:

Hi all

As you know, the "Botmaskop Estate" residential development has generated lots of public debate. The development (including the environmental impact assessment, etc) was approved as far back as 2008, under the then-ANC municipality.

The current topic of discussion is a proposed land swap between the developer and the municipality. This is a relatively small matter (in the context of the much bigger development) and not material to the viability of the development. The proposed land swop (in essence to formalise a quid pro quo land usage agreement which has been in place for several years) holds significant benefits for both the municipality ("the public at large") as well as for the trail community (walkers, runners and cyclists). See the attached document for more information.

I have received several queries from concerned residents during the past two weeks. In my opinion, some people feel the urge to oppose this land swop simply because they are unhappy about the residential development

APPENDIX 19

Yolande van den Berg

From: Geraldine Mettler
Sent: Monday, 03 June 2024 14:30
To: Yolande van den Berg
Subject: FW: [EX] Support for the Botmaskop land swap

-----Original Message-----
From: Dawid Heyl [redacted]
Sent: Monday, June 3, 2024 1:55 PM
To: Geraldine Mettler <Geraldine.Mettler@stellenbosch.gov.za>
Cc: Annemarie Ferns <Annemarie.Ferns@stellenbosch.gov.za>
Subject: [EX] Support for the Botmaskop land swap

Dear Geraldine

I just wanted give my support for the Botmaskop land swap given the benefits it will hold for the trail community of hikers and runners.

Best regards

Dawid Heyl
[redacted]
Stellenbosch

Sent from my iPhone

APPENDIX 20

Yolande van den Berg

From: Geraldine Mettler
Sent: Monday, 03 June 2024 14:30
To: Yolande van den Berg
Subject: FW: Botmaskop Development - Proposed Land Swop

From: Paul Haumann [redacted]
Sent: Monday, June 3, 2024 1:50 PM
To: Geraldine Mettler <Geraldine.Mettler@stellenbosch.gov.za>
Cc: Annemarie Ferns <Annemarie.Ferns@stellenbosch.gov.za>
Subject: [EX] Botmaskop Development - Proposed Land Swop

Dear Geraldine

I support the proposed land swap between the developer and the municipality.
This agreement benefits both the public and the trail community, including walkers, runners, and cyclists.
As long as the process is transparent and includes independent land valuations, it is a rational approach despite broader concerns about the Botmaskop Estate development, which has already been approved.

Yours sincerely,

Paul Haumann
[redacted]
Stellenbosch
[redacted]

APPENDIX 21

Yolande van den Berg

From: Geraldine Mettler
Sent: Monday, 03 June 2024 14:30
To: Yolande van den Berg
Subject: FW: SUPPORT for the prosed land swop on Botmaskop

From: Ernst Gouws [redacted]
Sent: Monday, June 3, 2024 1:39 PM
To: Geraldine Mettler <Geraldine.Mettler@stellenbosch.gov.za>
Cc: Annemarie Ferns <Annemarie.Ferns@stellenbosch.gov.za>
Subject: [EX] SUPPORT for the prosed land swop on Botmaskop

Dear MM

I would like to express my personal support for this proposal. Irrespective of one's views about the actual property development, this relatively minor issue is clearly in the interest of the municipality (ie our public at large) as well as in the interest of the broader trail user community (walkers, runners and cyclists).

My understanding is that independent valuations of both portions of land have already been done and that their values are similar. Stellenbosch (as a community) should not "cut our nose to spite our face", just because there is unhappiness about the development itself (which I understand had been approved in 2008 already). It's clear that there are some emotional and irrational arguments being made about this proposed land swop.

Regards

Ernst Gouws
[redacted]
Stellenbosch
[redacted]

APPENDIX 22

Yolande van den Berg

From: Geraldine Mettler
Sent: Monday, 03 June 2024 16:00
To: Annalene De Beer; Yolande van den Berg
Subject: FW: [EX] Botmaskop - proposed land swap

FYR

From: Jan Vreken [redacted]
Sent: Monday, June 3, 2024 3:04 PM
To: Geraldine Mettler <Geraldine.Mettler@stellenbosch.gov.za>
Cc: Annemarie Ferns <Annemarie.Ferns@stellenbosch.gov.za>
Subject: [EX] Botmaskop - proposed land swap

Dear Geraldine

I'm writing to express my support of the proposed land swap between the municipality and the developers of the Botmaskop residential estate.

As a resident of Rozendal, my sons and I use the mountain bike trails on an almost daily basis. My wife is an avid hiker in the area.
In the interest of the continued public use of the Botmaskop area by hikers and mountain bikers, I support a swap based on independent valuation of the two portions of land, on the condition that the process is robust and transparent.

Please feel free to contact me should you have any questions.

Kind regards
--
Jan Vreken
[redacted]
Stellenbosch, 7600
South Africa

APPENDIX 23

Yolande van den Berg

From: Geraldine Mettler
Sent: Monday, 03 June 2024 16:02
To: Annalene De Beer; Yolande van den Berg
Subject: FW: [EX] Botmanskop land swop

FYR

-----Original Message-----
From: BR Rudi Buys [redacted]
Sent: Monday, June 3, 2024 2:37 PM
To: Geraldine Mettler <Geraldine.Mettler@stellenbosch.gov.za>
Cc: Annemarie Ferns <Annemarie.Ferns@stellenbosch.gov.za>
Subject: [EX] Botmanskop land swop

Dear Ms Mettler

I wish to comment as a member of the public and a resident of municipal Ward 7 regarding the proposed land swop on Botmanskop between the Municipality and the Botmanskip estate developer, which I do as part of the public participation process relating to the land swop.

I wish to support the proposed land swop in the strongest possible terms.

The actual use of the land in question as part of the bicycle and hiking trail network that span the whole area including Botmanskop and the surrounding areas requires the swop. The trails are what one could call a 'staple' of community life and functions as an integral part of local community experiences and tourism. The swop will enable us to retain open use of the trails for the benefit of all.

By the same token one cannot underestimate how major a role the trails, and therefore this piece of land as part of it, plays in building positive community life, also across traditional and historical distances between diverse neighbourhoods in close proximity to Botmanskop. It may seem a simple thing, but in reality, to keep access open plays a much broader role then simply bikes and walkers on trails - it presents opportunities for building community.

Kind regards,

Rudi Buys
[redacted]

Dr B.R. (Rudi) Buys
Chief Academic Officer, NetEd Group

[redacted]

APPENDIX 24

Yolande van den Berg

From: Geraldine Mettler
Sent: Wednesday, 05 June 2024 11:37
To: Annalene De Beer; Yolande van den Berg
Cc: Nomie Tshefu; Raydine Wenn
Subject: FW: Botmaskop Estate Land Swop

FYR

From: Rob Godlonton [redacted]
Sent: Wednesday, June 5, 2024 11:31 AM
To: Geraldine Mettler <Geraldine.Mettler@stellenbosch.gov.za>
Cc: Annemarie Ferns <Annemarie.Ferns@stellenbosch.gov.za>
Subject: [EX] Botmaskop Estate Land Swop

Hi Geraldine
As a Stellenbosch resident, With regards the lands swop on Botmanskop, I am fully in support of swop as long as the proposed land swop goes through a robust and transparent process (including independent land valuations of the two portions of land) then I support it.
All the best
Rob

Rob Godlonton
CEO
[redacted]
[redacted]
www.plusonex.com

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APPENDIX 25

Yolande van den Berg

From:	Geraldine Mettler
Sent:	Wednesday, 05 June 2024 12:07
To:	Annalene De Beer; Yolande van den Berg
Cc:	Raydine Wenn; Nomie Tshefu
Subject:	FW: [EX] Fwd: Botmaskop
Attachments:	STF comments on proposed land swop on Botmaskop.pdf

FYR

From: Willem Roos [redacted]
Sent: Tuesday, June 4, 2024 3:35 PM
To: Geraldine Mettler <Geraldine.Mettler@stellenbosch.gov.za>
Cc: Annemarie Ferns <Annemarie.Ferns@stellenbosch.gov.za>
Subject: [EX] Fwd: Botmaskop

> Dear Geraldine,
>
> This e-mail confirms that we share the exact same sentiments as expressed by Ernst Gouws below.
>
> Kind regards
>
> Willem & Magdalena Roos
> [redacted]
> [redacted]
> Stellenbosch
>
>
>> Begin forwarded message:
>>
>> From: Ernst Gouws <ernstgouws@outlook.com>
>> Subject: Botmaskop
>> Date: 03 June 2024 at 13:32:17 SAST
>>
>> Hi all
>> As you know, the "Botmaskop Estate" residential development has generated lots of public debate. The development (including the environmental impact assessment, etc) was approved as far back as 2008, under the then-ANC municipality.
>> The current topic of discussion is a proposed land swap between the developer and the municipality. This is a relatively small matter (in the context of the much bigger development) and not material to the viability of the development. The proposed land swop (in essence to formalise a quid pro quo land usage agreement which has been in place for several years) holds significant benefits for both the municipality ("the public at large") as well as for the trail community (walkers, runners and cyclists). See the attached document for more information.
>> I have received several queries from concerned residents during the past two weeks. In my opinion, some people feel the urge to oppose this land swop simply because they are unhappy about the residential development itself. This is understandable, but not rational and we should not "cut our nose to spite our face". There is a risk that lots of complaints (without enough public support) may lead to the land swop proposal being rejected.
>> My personal view is as follows: as long as the proposed land swop goes through a robust and transparent process (including independent land valuations of the two portions of land) then I support it. It does not imply that I think a big property development on Botmaskop is necessarily a good thing. But that ship has sailed.
>> If you share my view, please take two minutes to send a short e-mail to the Municipal Manager, in which you express your support for the land swop proposal. E-mail Geraldine at Geraldine.mettler@stellenbosch.gov.za and please copy Annemarie Ferns (our local councillor): annemarie.ferns@stellenbosch.gov.za. Add your residential

APPENDIX 26

Yolande van den Berg

From: Geraldine Mettler
Sent: Wednesday, 05 June 2024 12:13
To: Annalene De Beer; Yolande van den Berg
Cc: Raydine Wenn; Nomie Tshefu
Subject: FW: [EX] Botmaskop land swap

FYR

From: Michiel le Roux [redacted]
Sent: Tuesday, June 4, 2024 6:37 AM
To: Geraldine Mettler <Geraldine.Mettler@stellenbosch.gov.za>
Cc: Annemarie Ferns <Annemarie.Ferns@stellenbosch.gov.za>
Subject: [EX] Botmaskop land swap

Dear Geraldine,

I am a resident of Mostertsdrif and a keen outdoor enthusiast, and have been watching the residential developments on Botmaskop with interest. This is just a note that my family and I support the proposed land swap as a sensible way to mitigate the impact of the current changes to the natural resources.

Best regards,
Michiel le Roux
[redacted]

Michiel Le Roux
t [redacted] **w** www.unifi.credit
a [redacted]
Stellenbosch, South Africa

APPENDIX 27

Annexure 27

Yolande van den Berg

From:	Geraldine Mettler
Sent:	Wednesday, 05 June 2024 12:19
To:	Annalene De Beer; Yolande van den Berg
Cc:	Raydine Wenn; Nomie Tshefu
Subject:	FW: [EX] Botmaskop Estate Land Swop
Attachments:	STF comments on proposed land swop on Botmaskop.pdf

FYR

From: [redacted] <[redacted]>
Sent: Monday, June 3, 2024 5:37 PM
To: Geraldine Mettler <Geraldine.Mettler@stellenbosch.gov.za>
Cc: Annemarie Ferns <Annemarie.Ferns@stellenbosch.gov.za>
Subject: [EX] Botmaskop Estate Land Swop

Good day Geraldine,

I have assessed this proposed land swop between the municipality and the developer of the Botmaskop Estate and I think it is fair, I do not oppose this at all, I think it is immaterial to any of the parties involved, and will also have no impact on the community of Stellenbosch

My residential address is 4 Louw Street, Stellenbosch central

Regards,

Richter Taljaard

APPENDIX 28

Belangegroep Stellenbosch Interest Group

4 June 2024

Mr Marius Venter
Appeal Authority
Western Cape Ministry of Local Government, Environmental Affairs & Development Planning
DEADP.Appeals@westerncape.gov.za

Dear Mr Venter

APPLICATION FOR CONDONATION OF LATE SUBMISSION OF AN APPEAL: Reference Number of the Decision being appealed: 16/3/3/5/B4/45/1055/20 dated 18 January 2021

1. As acting chairperson of the Stellenbosch Interest Group (SIG), I confirm that on 4 June 2024 the SIG lodged an appeal against the approval of the application for a Amendment of the Environmental Authorisation in terms of NEMA and the Environmental Impact Assessment Regulations for the Amendment of the Environmental Authorisation issued on 3 November 2003 (DEA&DP: E12/2/1 – 105 Farm 490/2 Stellenbosch): The Proposed Fijnbosch Residential Estate on Portion 2 of the Farm Amoi No. 490, Botmaskop, Helshoogte, Stellenbosch (hereinafter referred to as the "amended EA")

2. The approval for the amended EA was granted on 18 February 2021, and the appeal by SIG is submitted on 4 June 2024. SIG hereby applies that

the 20-day period that is usually allowed for appeals be extended so as to allow this appeal.

3. This application for condonation is motivated with reference to the
   3.1 reasons and explanation for the delay;
   3.2 duration of the delay;
   3.3 merits of the appeal;
   3.4 interests of the environment, and of the natural and cultural heritage at stake.

4. The reasons and explanation for the delay is that SIG has no record of ever being notified of the approval of the amended EA. The SIG raised its concern about the proposed development of the property more than 20 years ago and thus became an IAP in respect of the 2003 EA. The failure to notify SIG of the outcome of the application for an amended EA also renders the application itself fatally flawed, since SIG was an IAP in respect of the 2003 EA, and the applicant for the amended EA undertook in par 7.1 of its application to amend dated September 2017 to “use the collated interested and affected party (IAP) list from the historic application”. As a result of concerns and outcries raised by the public a few months ago the matter came to the attention of the SIG and eventually a concerned citizen obtained a copy of the approval from the current developer which was forwarded to the SIG on 16 May 2024. We therefore submit that the 20-day period must run from 16 May 2024.

5. The duration of the delay, if measured from 18 February 2021, is about 3 years, but it must be considered that there was in fact no delay, because SIG was not notified, and hence not aware of the approval. Further, the extent of delay pales in significance when compared to the threat of permanent damage to the environment, as appears from the merits of the

appeal, and the interests of the environment, are taken into account. Further, it is not too late to consider an appeal, because other than earthworks and the construction of a reservoir, which has to our knowledge not been approved properly or at all, no other development has commenced. The damage caused by the earthworks so far can still be rehabilitated. Once further construction commences, an entire mountain slope will have been lost for all future generations. With reference to the recent arial photo (Figure 1) and the 2017 survey diagram (Figure 2) please note that the EA does not apply to the full extent of the current development which includes a portion of Erf 3363 which is 4,02 ha in extent and portion of the Remainder of Farm 333 which is 0,67 ha in extent. The total extent of the area in question (for which there is no environmental authorization whatsoever) owned by the Municipality is 4,69 ha which amounts to 15% of the total area of 30,69 ha owned by the Developer.



Figure 1

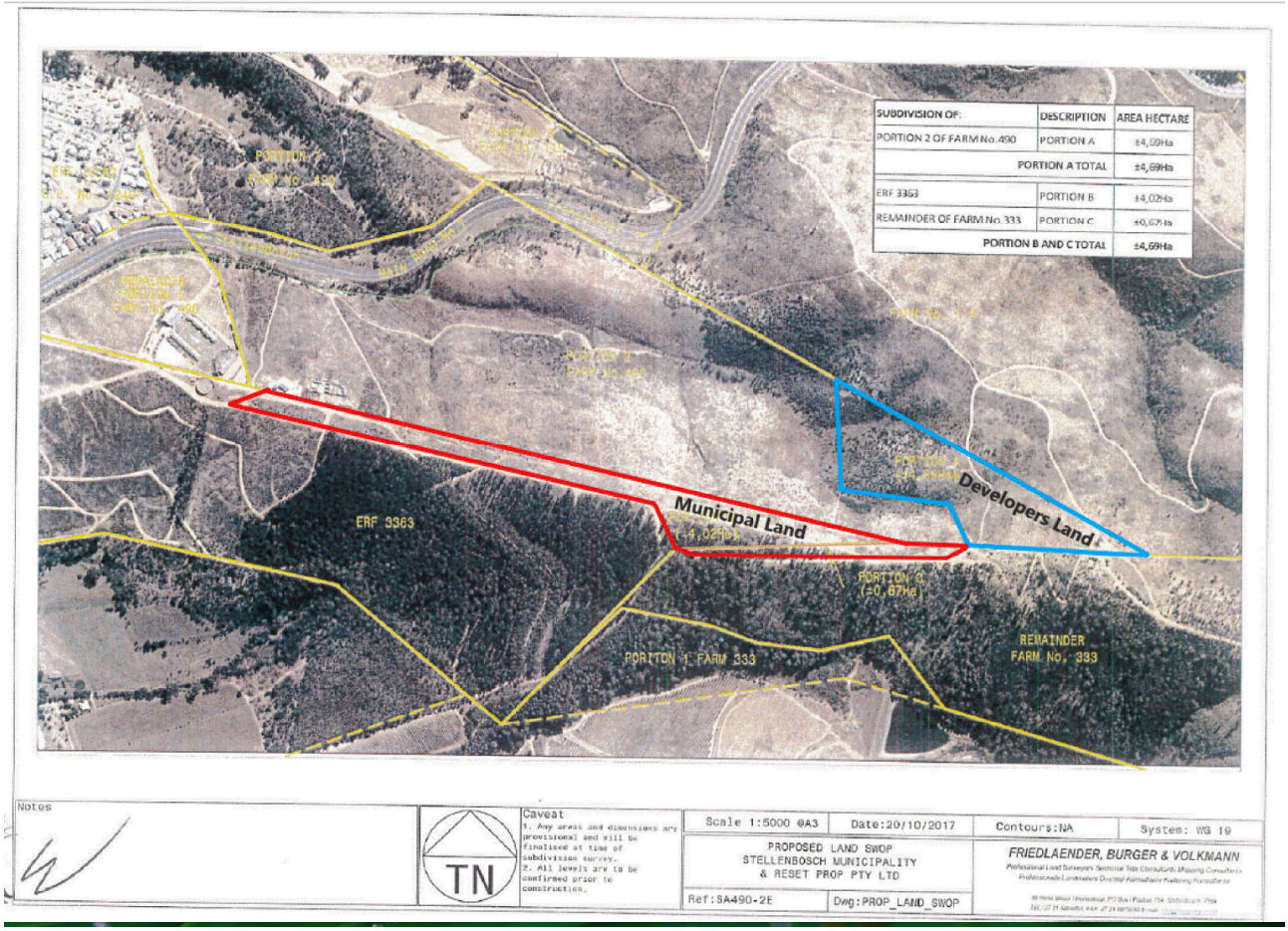


Figure 2

5.1 The existence of an encroachment agreement between the Municipality and the then owner, signed respectively on 20 March and 16 April 2018 was not disclosed and did not form part of the environmental application approved on 18 January 2021. The current developer is accordingly acting without the necessary authorisation and needs to cease the unlawful activity forthwith.

5.2 The current developer has also proceeded to erect a reservoir in a ravine, but no approval has ever been granted to erect a reservoir, and particularly not in a ravine.

6. The merits of the appeal speak for themselves. We do not propose to repeat the grounds of appeal here, and we refer to the notice of appeal

lodged herewith. Each individual ground of appeal on its own is already cause for the appeal to succeed, Given the cumulative effect of all the grounds, we submit that the prospects of success of the appeal are excellent.

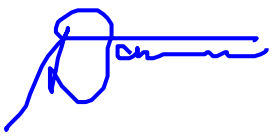
7. The interests of the environment, and of the natural and cultural heritage should be determinative in this application. It is ironic to note that when motivating for a land swap, the developers themselves recently admitted that an approval for the development of at least a part of Portion 2 of the Farm 490 should never have been granted. The developer states in letter dated 1 August 2023 that the development and fencing of a part of the current Botmaskop Estate development (the part which is being offered as a swop) (1) will block the public's access to some Western land portions adjacent to the Delaire Graff Wine Estate, (2) will deprive the larger Stellenbosch hiking and mountain biking community from access towards the Banhoek valley and surrounding trails and will negatively impact on the ability to host hiking, running and mountain biking events in the Banhoek Valley (3) will stop the free flow and movement of wildlife and animals and (4) will block access to numerous trails and "the security of access, free flow of people and animals and unhindered link between Stellenbosch town, the Botmaskop Nature Reserve and the Banhoek Valley." These are all extremely important and valuable considerations, and the SIG supports this motivation. The only possible conclusion that follows from these premises is that by the developer's own admission, the development of the land offered to be swopped is not appropriate to be developed and should never have been approved as such. The position of SIG is that the entire Botmaskop Development is not appropriate for development and should never have been approved as such.

8. We trust that this application for condonation, and the appeal, would be favourably considered. Please do not hesitate to call for further particulars or clarification of any of the points raised. We have to reserve the rights of SIG in respect of further steps that may be necessary to protect the natural and cultural heritage.

9. Please note that a complete list of the e-mail addresses of all the IAPs could not be obtained by the SIG at short notice. Both the developers and their environmental consultants as well as the Municipality being the principal IAPs have, however, been notified about this appeal The SIG would accordingly be most grateful if DEA&DP could forward copies of the appeal to the other relevant IAPs. Kindly also furnish SIG with a complete list of the e-mail addresses of all the IAPs at your earliest convenience.

10. Kindly acknowledge receipt hereof, and kindly indicate when a decision in respect of the appeal and the application for condonation may be expected.

Kind regards



Ronnie Donaldson (Acting Chairperson of the SIG)

Cc Mr Stiaan Carstens, Senior Manager, Land Use Management, Stellenbosch Municipality Stiaan.Carstens@stellenbosch.gov

Ms Gesie van Deventer: Executive Mayor, Stellenbosch
mayor@stellenbosch.gov.za

Ms Geraldine Mettler, Municipal Manager, Stellenbosch Municipality
mm@stellenbosch.gov.za

Dr Werner Gerrit Roux, Director, Botmaskop Estate (Pty) Ltd werner@staytus.co.za

Ms Tracy Berry, Offfice Administrator, Legacy Environmental Consultants tracy@legacyemc.co.za

SIG.3

CHENNELLS ALBERTYN
ATTORNEYS, NOTARIES & CONVEYANCERS

P.O. BOX 1022
STELLENBOSCH 7599

44 ALEXANDER STREET
STELLENBOSCH 7600
SOUTH AFRICA

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21 October 2011

Ministry of Local Government,
Environmental Affairs and
Development Planning
1 Dorp Street
CAPE TOWN
8001
Facsimile: (021) 483-6081

Your Ref: 3/5/4 (2011/307)
Our ref: 7249 JM/mm

Dear Honourable Minister Bredell

UNLAWFUL DEVELOPMENT OF MOUNTAIN SLOPE:
PORTION 2 OF THE FARM AMOI NO 490, BOTMASKOP, STELLENBOSCH

1. We acknowledge receipt of your registered letter dated 10 October 2011, referenced 3/5/4 (2011/307). Our client is aware of the extraordinary burden and backlog in the Department of Environmental Affairs and Development Planning, no doubt causing the delay of more than 3 (three) months in replying to our letter dated 8 July 2011, but would much appreciate it if this matter could now be treated as a matter of priority.

2. Our client has noted the contents of your letter, and thank you for the detailed response and for your interest and care in this matter.

3. Our client notes that you apparently received a confirmation of project commencement on 3 November 2005, and hereby requests a copy thereof, but would like to record that the zoning approval in this matter was only granted on 5 October 2006, as appears from a copy letter from you own department dated 5 October 2006, attached hereto. In the circumstances, the alleged confirmation of project commencement is *null* and *void* and of no legal cause or effect and we are instructed to demand, as we hereby do, that you reconsider your views in this matter and declare that:

3.1 The environmental authorization has indeed lapsed and can no longer be relied upon;

3.2 That given that the Guidelines for the management of development on mountains, hills and ridges of the Western Cape, dated April 2002, and the Guidelines for resort developments in the Western Cape, dated December 2005, have not been complied

with, neither considered in this matter, any application for environmental authorization of the above project must commence afresh.

4. Our client further notes that you hold the Municipality responsible for enforcing the zoning conditions. However, an official of the Municipal of Stellenbosch claimed that the Provincial Department had approved a Site Development Plan. Thus, the Stellenbosch Municipality believes that because of the Provincial approval of this Site Development Plan, it is obliged to approve an expansion of the footprint. Kindly therefore record whether your department is aware of this Site Development Plan, and if so, whether it has been approved and if so, kindly record the date of the approval and furnish us with a copy thereof.

5. At the same time our client has also instructed us to pursue the matter with the Municipality of Stellenbosch and we attach a copy of our letter to the Municipality of Stellenbosch. We respectfully submit that it is in the interest of cooperative government that the municipality and the province liaise and cooperate in preventing further construction of this unlawful development. It is a constitutional imperative that there should be no conflicts between the provincial and municipal spheres of government concerning unlawful activities, and we submit that both these spheres of government are equally responsible and liable to prevent the further unlawful conduct of the developer in this instance.

6. In these circumstances, and given the extreme urgency of the matter, we await your response at your very earliest convenience.

Yours faithfully
CHENNELLS ALBERTYN

per: JD van der Merwe

Western Cape Government
Environmental Affairs and Development Planning

APPEAL ADMINISTRATOR

APPEAL FORM
In terms of the National Appeal Regulations

April 2019

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18 February 2021

B. APPELLANT'S INFORMATION

5. Please circle the appropriate option

Applicant	State Department / Organ of State	**Interested and Affected Party**

6. Appellant’s information:

Name: The Stellenbosch Interest Group

Email Address: interestgroupstellenbosch@gmail.com

Tel Cell: 072 907 352

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Yes / **No** (Circle the appropriate response).

Please indicate the date on which a copy of the Notice of the decision was sent**. The SIG as an IAP has no knowledge and no record that copy of the Notice of decision has ever been sent to the Appellant, notwithstanding the Appellant being an IAP in respect of the 2003 EA, and the applicant for the amended EA undertook in par 7.1 of its application to amend dated September 2017 to "use the collated interested and affected party (IAP) list from the historic application"**

OR

8.3.2 the date that the notification of the decision was sent to the applicant by the competent authority, issuing authority or licensing authority.

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9. Set out the ground/s of your appeal: Clearly list your appeal issues and provide an explanation of why you list each issue.

1. INTRODUCTION

1.1 The Amended Environmental Authorisation ("EA") for the Proposed Fijnbosch Residential Estate on Portion 2 of Farm Amoi No 490 Botmaskop, Stellenbosch, issued by the Western Cape Department of Environmental Affairs and Development Planning ("DEA&DP") dated 18 January 2021 has reference.

1.2 This appeal is submitted by the Stellenbosch Interest Group.

2. GROUNDS OF APPEAL

2.1 The 2003 EA lapsed, and became null and void, and could never have been resurrected or amended. See attached letter from Chennels Albertyn addressed to Minister Bredell on 21 October 2011.

2.2 The need and desirability of the proposed development has not been demonstrated. The approval of this application fails to adequately consider the applicable policy context and unjustifiably deviates from policy imperatives, particularly those contained in the Municipal Spatial Development Framework (MSDF).

2.3 The decision is based on inadequate and incorrect information. The settlement agreement reached between a previous developer and the Municipality, which resulted from the matter in the High Court between the Stellenbosch Municipality and Transhold Investments (Mauritius) and Others (Case number 9977/13) is extremely relevant but was never considered when granting the amendment.

2.4 The 2021 EA does not apply to the full extent of the current earthworks which include a portion of Erf 3363 which is 4,02 ha in extent and portion of the Remainder of Farm 333 which is 0,67 ha in extent. The total extent of the area in question owned by the Municipality is accordingly 4,69 ha for which there is no Environmental Authorisation. The EA only applies to an area of 30,69 ha owned by the developer.

2.5 The existence of an encroachment agreement between the Municipality and a previous owner, signed respectively on 20 March and 16 April 2018 was not disclosed in the application and did not form part of the environmental application approved on 18 January 2021. The current developer is accordingly acting without the necessary authorisation and needs to cease the unlawful activity forthwith.

2.6 The current developer proceeded to erect a reservoir in a ravine, but the SIG has no record or knowledge that any approval has ever been granted to erect a reservoir, and particularly not in a ravine.

2.7 The allegation (in the reasons for the decision) that the amendment applied for in terms of Part 1 of the EIA Regulations 2014 will not change the scope of the EA issued on 3 November 2003 is false. The 2003 authorisation allowed for a limited tourist resort development whereas the 18 January 2021 authorisation supports the development of 77 conventional residential erven together with supporting infrastructure.

2.8 The Botanical report is flawed and does not recognize that most of the property is a CBA and in a critically endangered vegetation type. The fact that the traditional indigenous vegetation could be restored, was not even considered.

2.9 The amendment does in fact trigger new listed activities including:

2.9.1 there is development within 32 m of a watercourse;

2.9.2 the development is destroying the riparian area in contravention of Listing Notice 1 of 2014 - Activity no. 12.

2.10 The resultant footprint of the development, if proceeded with, will result in a much larger footprint.

2.11 The allegation that the amended proposal will have a lower botanical, visual, bulk infrastructure and traffic impact is false.

2.12 The rights and interests of interested and affected parties ("I&APs") will be adversely affected if the proposed development were to proceed.

2.13 The EA of 2003 triggered a compulsory Heritage Impact Assessment (HIA) which to the best of our knowledge was never conducted. The application for the amendment should have been informed by this HIA.

2.14 Since no development on the property took place during the two-year period when the Amended Environmental Authorisation decision was taken on 18 January 2021 and the period ending 18 January 2023, the Amended Environmental Authorisation is null and void and of no legal cause or effect.

9.1 Is your appeal based on factors associated with the process that was followed by the applicant/Environmental Assessment Practitioner/Competent Authority in reaching the decision?

Yes / <u>No</u> (Circle the appropriate response). Please provide details.

9.2 Is your appeal based on factors associated with matters of unacceptable environmental impacts/extenuating circumstances not taken into account by the Competent Authority?

<u>Yes</u> / No (Circle the appropriate response). Please provide details.

The decision fails to take into account the unacceptable environmental impact of sacrificing 30 ha on a steep mountain slope in a traditional renosterveld habitat, in favour in a dense urban development of 77 residential units.

9.3 Have your appeal issues been raised previously in the public participation process?

Yes / <u>No</u> (Circle the appropriate response). Please provide details.

While the issues were not raised in the most recent public participation process a letter was sent to the Minister of Environmental Affairs and Development Planning during 2011 pointing out that the Environmental Authorisation had lapsed and was no longer valid. The 2003 EA could therefore not be amended. See paragraph 2.1 above.

Please refer to paragraph 2.1 above.

9.4 Are you fundamentally opposed to the decision (e.g. to any development activity on the site)?

<u>Yes</u> / No / Not applicable (Circle the appropriate response). Please provide details.

See Grounds of Appeal above

9.5 Are you in favour of the decision if your concerns can be remedied by rectifying the process or by mitigating or eliminating an impact/s of the activities?

Yes / <u>No</u> / Not applicable (Circle the appropriate response). Please provide details.

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9.6 Please indicate what measures you propose to have your concerns remedied.

The amended decision to authorise the development needs to be set aside.

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Please refer to the letter of condonation lodged herewith. This information is, however, essentially not new information but rather commentary on the falsehoods provided as reasons to justify the decision. It also highlights unauthorised and unlawful activity related to the current development which has taken place since the decision of 18 January 2021 was made

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Room 809, 8th floor Utilitas Building
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Note: You are also requested to submit an electronic copy (Microsoft Word format) of the appeal and any supporting documents to the Appeal Administrator.

Not signed, sent electronically

Ronnie Donaldson, Acting Chairperson SIG 4 June 2024

Appellant's signature Date

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Environmental Affairs and Development Planning

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2.1 The 2003 EA lapsed, and became null and void, and could never have been resurrected or amended. See attached letter from Chennels Albertyn addressed to Minister Bredell on 21 October 2011.

2.2 The need and desirability of the proposed development has not been demonstrated. The approval of this application fails to adequately consider the applicable policy context and unjustifiably deviates from policy imperatives, particularly those contained in the Municipal Spatial Development Framework (MSDF).

2.3 The decision is based on inadequate and incorrect information. The settlement agreement reached between a previous developer and the Municipality, which resulted from the matter in the High Court between the Stellenbosch Municipality and Transhold Investments (Mauritius) and Others (Case number 9977/13) is extremely relevant but was never considered when granting the amendment.

2.4 The 2021 EA does not apply to the full extent of the current earthworks which include a portion of Erf 3363 which is 4,02 ha in extent and portion of the Remainder of Farm 333 which is 0,67 ha in extent. The total extent of the area in question owned by the Municipality is accordingly 4,69 ha for which there is no Environmental Authorisation. The EA only applies to an area of 30,69 ha owned by the developer.

2.5 The existence of an encroachment agreement between the Municipality and a previous owner, signed respectively on 20 March and 16 April 2018 was not disclosed in the application and did not form part of the environmental application approved on 18 January 2021. The current developer is accordingly acting without the necessary authorisation and needs to cease the unlawful activity forthwith.

2.6 The current developer proceeded to erect a reservoir in a ravine, but the SIG has no record or knowledge that any approval has ever been granted to erect a reservoir, and particularly not in a ravine.

2.7 The allegation (in the reasons for the decision) that the amendment applied for in terms of Part 1 of the EIA Regulations 2014 will not change the scope of the EA issued on 3 November 2003 is false. The 2003 authorisation allowed for a limited tourist resort development whereas the 18 January 2021 authorisation supports the development of 77 conventional residential erven together with supporting infrastructure.

2.8 The Botanical report is flawed and does not recognize that most of the property is a CBA and in a critically endangered vegetation type. The fact that the traditional indigenous vegetation could be restored, was not even considered.

2.9 The amendment does in fact trigger new listed activities including:

2.9.1 there is development within 32 m of a watercourse;

2.9.2 the development is destroying the riparian area in contravention of Listing Notice 1 of 2014 - Activity no. 12.

2.10 The resultant footprint of the development, if proceeded with, will result in a much larger footprint.

2.11 The allegation that the amended proposal will have a lower botanical, visual, bulk infrastructure and traffic impact is false.

2.12 The rights and interests of interested and affected parties ("I&APs") will be adversely affected if the proposed development were to proceed.

2.13 The EA of 2003 triggered a compulsory Heritage Impact Assessment (HIA) which to the best of our knowledge was never conducted. The application for the amendment should have been informed by this HIA.

2.14 Since no development on the property took place during the two-year period when the Amended Environmental Authorisation decision was taken on 18 January 2021 and the period ending 18 January 2023, the Amended Environmental Authorisation is null and void and of no legal cause or effect.

9.1 Is your appeal based on factors associated with the process that was followed by the applicant/Environmental Assessment Practitioner/Competent Authority in reaching the decision?

Yes / **No** (Circle the appropriate response). Please provide details.

9.2 Is your appeal based on factors associated with matters of unacceptable environmental impacts/extenuating circumstances not taken into account by the Competent Authority?

Yes / **No** (Circle the appropriate response). Please provide details.

The decision fails to take into account the unacceptable environmental impact of sacrificing 30 ha on a steep mountain slope in a traditional renosterveld habitat, in favour in a dense urban development of 77 residential units.

9.3 Have your appeal issues been raised previously in the public participation process?

Yes / **No** (Circle the appropriate response). Please provide details.

While the issues were not raised in the most recent public participation process a letter was sent to the Minister of Environmental Affairs and Development Planning during 2011 pointing out that the Environmental Authorisation had lapsed and was no longer valid. The 2003 EA could therefore not be amended. See paragraph 2.1 above.

Please refer to paragraph 2.1 above.

9.4 Are you fundamentally opposed to the decision (e.g. to any development activity on the site)?

Yes / **No** / **Not applicable** (Circle the appropriate response). Please provide details.

See Grounds of Appeal above

9.5 Are you in favour of the decision if your concerns can be remedied by rectifying the process or by mitigating or eliminating an impact/s of the activities?

Yes / **No** / **Not applicable** (Circle the appropriate response). Please provide details.

See Grounds of Appeal above

9.6 Please indicate what measures you propose to have your concerns remedied.

The amended decision to authorise the development needs to be set aside.

9.7 Does your appeal contain any new information that was not submitted to the Environmental Assessment Practitioner (EAP) / or registered I&APs/ or the competent authority prior to the decision?

Yes / **No** (Circle the appropriate response). If the answer above is "Yes" please explain what this information is and why it should be considered by the Appeal Authority and why it was not made available to the EAP/ or I&AP/ or the competent authority prior to the decision. (Please ensure that the new information is attached hereto.)

Please refer to the letter of condonation lodged herewith. This information is, however, essentially not new information but rather commentary on the falsehoods provided as reasons to justify the decision. It also highlights unauthorised and unlawful activity related to the current development which has taken place since the decision of 18 January 2021 was made

E. SUBMISSION ADDRESS

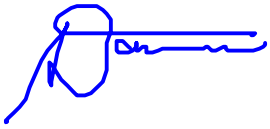
This appeal must be submitted to the Appeal Administrator at the address listed below within 20 days of being notified of the decision:

By post: Attention: Marius Venter
Western Cape Ministry of Local Government, Environmental Affairs & Development Planning
Private Bag X9186, Cape Town, 8000; or

By facsimile: (021) 483 4174; or

By hand: Attention: Mr Marius Venter (Tel: 021-483 3721)
Room 809, 8th floor Utilitas Building
1 Dorp Street, Cape Town, 8000; or

By e-mail: DEADP.Appeals@westerncape.gov.za



Ronnie Donaldson, Acting Chairperson SIG | 4 June 2024

Appellant's signature | Date

APPENDIX 29

Western Cape Government

Ministry of Local Government,
Environmental Affairs & Development Planning

Tel: +27 21 483 3721
Email: DEADP.Appeals@westerncape.gov.za

Reference No: 16/3/3/5/B4/45/1055/20

Ms Berta Hayes
Stellenbosch Interest Group

Tel: 072 907 3525
Email: interestgroupstellenbosch@gmail.com

Dear Ms Hayes

RE: APPLICATION FOR CONDONATION OF LATE SUBMISSION OF AN APPEAL: REFERENCE NUMBER OF THE DECISION BEING APPEALED: 16/3/3/5/B4/45/1055/20 DATED 18 FEBRUAEY 2021

The condonation request submitted electronically dated 04 June 2024 to which I responded to on 07 June 2024 and the new condonation request submitted dated 04 July 2024, refer.

It should be noted that I did consider your request for condonation dated 04 June 2024 in terms of section 47C of the *National Environmental Management Act, 1998 (Act No. 107 of 1998)* on 07 June 2024 to which I decided to not condone the later filing of an appeal. In making this decision I considered the *Promotion of Administrative Justice Act, 2000 (Act No. 3 of 2000)*.

Thus, I have discharged my decision-making powers when I made the decision and I am thus *functus officio* in this regard. My decision is final and your only recourse, should you still be aggrieved by my decision, is to apply to the Western Cape High Court to review my decision. Therefore, I cannot re-consider a request for condonation in terms of your request dated 04 July 2024.

Sincerely,



A BREDELL
WESTERN CAPE MINISTER OF LOCAL GOVERNMENT,
ENVIRONMENTAL AFFAIRS AND DEVELOPMENT PLANNING
DATE: 11/07/2024

Copied to:

Mr Stiaan Carstens	Stellenbosch Municipality	Email: Stiaan.Carstens@stellenbosch.gov
Ms Gesie van Deventer	Stellenbosch Municipality	Email: mayor@stellenbosch.gov.za
Ms Geraldine Mettler	Stellenbosch Municipality	Email: mm@stellenbosch.gov.za
Dr Werner Gerrit Roux	Botmaskop Estate (Pty) Ltd	Email: werner@staytus.co.za
Ms Tracy Berry	Legacy Environmental	Email: Consultants tracy@legacyemc.co.za

7.3.12	POSSIBLE DISPOSAL OF A PORTION OF ERF 9190 PROTEA HOTEL

Collaborator No: **770306**
IDP KPA Ref No: **Good Governance**
Meeting Date: **24 July 2024**

1. SUBJECT: POSSIBLE DISPOSAL OF A PORTION OF ERF 9190 PROTEA HOTEL

2. PURPOSE

To obtain Council's approval for the disposal of a portion of erf 9190, Technopark, to Protea Hotel.

3. DELEGATED AUTHORITY

For decision by Municipal Council.

4. EXECUTIVE SUMMARY

Protea Hotel constructed a building on their property, encroaching onto erf 9190 (municipal property). Plans were approved and occupation certificates were provided.

They have tried to rectify the situation by proposing a land swap. This application, however was turned down by the Planning Tribunal, based on planning principles. **(Appendix 1).**

The Planning Tribunal suggested that Protea Hotel request the adjustment of the common boundary and purchase the land from the Municipality that they are currently encroaching on. The extent of the municipal land currently encroaching on is indicated below and they would need to purchase is 3505m² as discussed under 6.2.2 below – fig 3.

An application has been received from Protea Hotel – **APPENDIX 2 and 3**.

The item served before Mayco in December 2023. The item was referred back for a valuation and further refinement. The refinement requested was to provide information on the encroachments and the land adjacent. Photos to that effect is included in the item. Planning also needed to provide comment on the approval of the plans. The land use rights also had to provided.

The department has appointed a valuer to determine the fair market value and a valuation report has been received which is attached hereto as **APPENDIX 5**. The valuation is based on the prize of properties sold in the area.

Given that they have already build on the "encroached" areas an encroachment agreement is not the correct vehicle if the applicants decide not to proceed with the purchase. The Land Use Rights of Erf 9190 are already in place, and it will not be necessary to apply for further Land Use Rights in the event that a portion of Erf 9190 had to be considered for selling. The zoning is currently "business". The area where the hotel currently encroached has a play area and could be considered for further development however the area of encroachment on the other side of the hotel is currently a dam.

After the applicant received the valuation report they submitted an amendment to their request, and they are now only requesting to purchase the section of the property where the function room was erected on Municipal land. This portion is only 488 square meters. They are requesting for consent to purchase this portion of land and for council to consent to the sub-division of this portion of land and the consolidation thereof to their property, erf

9209. For the remainder of the encroached areas the applicant did not give an indication on their intentions and same can either be dealt with as a lease agreement (upon receipt of the necessary application) alternatively the applicant can be asked to remove everything from the municipal land they are currently using.

5. RECOMMENDATIONS

For consideration:

(a) that the 488 m² of a portion of erf 9209 be identified as property not needed for the provision of basic municipal services;

(b) that council takes note of the evaluation report that equates to R2 215 032.00 for the 488m²;

(c) That council considers whether the rest of the property that are used the applicants must be leased or vacated; and

(d) that Council's intention to sell the 488m² be advertised for public comment/inputs/objections/alternative proposals and returned to Council after the public participation process for a final decision.

6. DISCUSSION / CONTENT

6.6 Background

6.6.1 Application for subdivision to land swap

During 2018 Friedlander, Burger & Volkman, on behalf of Protea Hotel, applied for a subdivision to rectify the encroachment of a structure that was constructed over the boundary of erf 9209 (Protea Hotel) onto Erf 9190 (Council property). A proposal has been submitted to facilitate a land swap with the Municipality to rectify the encroachment.

Due to the fact that erf 9190 is municipal owned land, the application had to be submitted to the Planning Tribunal. The Planning Tribunal rejected this application.

Although the application was basically a boundary adjustment (±191m² of Protea Hotel land in exchange for ±191m² of Council owned land), and although no objections were received, the Planning Tribunal turned down the application and suggested that the common boundary line be realigned to facilitate the incorporation of the unauthorised structure in a manner that will ensure that the new boundary line does not create unusable space and also will not have a negative input on the existing amenities on erf 9209. A copy of the report that served before the Planning Tribunal, setting out the reasons for their decision, is attached as **APPENDIX 1**. It must be noted that the full extent of the current encroachment on municipal land is 3505m².

6.2. DISCUSSION

6.2.1 Location and context

Erf 9209 is located in Techno Road, as shown on Fig 1 and 2 below.

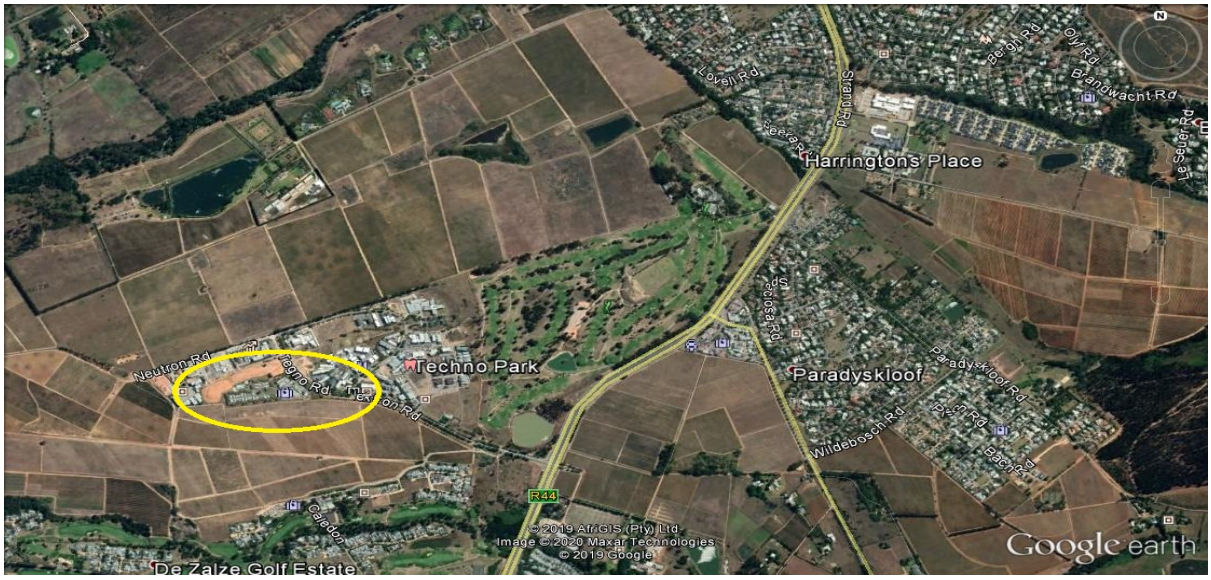


Fig 1: Location and context



Fig 2: Extent of land to be disposed of

6.2.2 Area description

The area(s) under discussion is shown on Fig 3, below.



Fig 3:

The area consists of three (3) portions:

- Erf 17341 : ±1971m²
- Erf 17340 : ±1094m²
- Erf 17339 : ±440m²

  Total : ±3505m²

The erf numbers referred to here does not exist yet, and forms part of the bigger erf 9190.

Closer photographs of the areas encroached upon look as follows:



In terms of the amended application received from the applicant the only portion of land they wish to acquire is for the building on the photograph above.





6.2.3 Ownership

The ownership of Erf 9190 vests with Stellenbosch Municipality by virtue of Title Deed T28901/1988. See copy of Windeed record attached as **APPENDIX 4**.

6.2.4 Application for adjustment of boundary between Remainder erf 9190 (Council owned land) and erf 9209 (Protea Hotel land), Stellenbosch

Following the above decision by the Planning Tribunal, an application was submitted by Friedlander, Burger & Volkman, on behalf of Protea Hotel, requesting the adjustment of the common boundary between Protea Hotel and Stellenbosch Municipality's property (Erf 9190). A copy of their application is attached as **APPENDIX 2**.

Also hereto attached as **APPENDIX 3** and application received from Protea Hotel, the owner of erf 9209, for the purchasing of portion of erf 9190, in order to adjust the common boundary, as to incorporate the unauthorised structure build on erf 9190. The extent of the encroachment is 3505m². Erf 9190 is Municipal owned land as per **APPENDIX 4** hereto.

A valuator was appointed to determine the land value of the areas encroached upon. It is important to note that the Land Use Rights of Erf 9190 are already in place and it will not be necessary to apply for further Land Use Rights in the event that a portion of Erf 9190 had to be considered for selling. The valuation was based on the selling price per square meter of previous properties sold in Technopark. The area where the hotel currently has a play area could be considered for further development however the area of encroachment on the other side of the hotel is currently a dam. The valuation report is attached hereto as **APPENDIX 5**.

The valuation report indicates that the average price per square meter in the Technopark area is R4 539.00. The current areas being encroached upon is 3505 square meters which means that the total value of the property encroached on is R 15 912 700.00.

After receiving the valuation report the applicants amended their initial request to only apply to purchase a portion of the land being encroached upon. This is specifically the area where the function room is built over the building line onto municipal land and it's for 488 square meters. If Council approves this request the purchase price as per the valuation report will be R2 215 032.00 based on the value per m². A copy of the amendment is attached hereto as **APPENDIX 6**.

Consideration should also be given on the way forward for the remainder of the encroached areas. It can be dealt with in the way of a lease agreement alternatively the applicant should be informed that they need to remove all buildings and structures from these areas.

6.2.4 Application entails Three processes

Please note that this application entails three processes;

a) An application for the boundary adjustment (land-use application) will be submitted to the Planning Department as an exemption application; once Council has made an in principle decision on the possible disposal.

b) An application to buy a portion of erf 9190 from Stellenbosch Municipality, to be consolidated with erf 9190. The municipality does not support the proposal of a notarial tie of the properties – once subdivided it needs to be consolidated with erf 9209.

c) A way forward with the remainder of the encroached area either by way of the applicant submitting an application for lease of municipal land, alternatively that the applicant will have to remove all structures from the property where they are encroaching on Erf 9190.

6.2.5 Legal Requirements

6.2.5.1 MFMA

In terms of Section 14 of the MFMFA a Municipality may not transfer ownership as a result of a sale or other transaction, or otherwise permanently dispose of a capital asset needed to provide the minimum level of basic services.

Further, in terms of Subsection (2), a municipality may dispose of land not needed to provide the main level of basic municipal services, but only if the Council, in a meeting open to the public, (a) has decided on reasonable grounds that the asset is not needed to provide the minimum level of basic municipal services; and (b) has considered the fair market value of the asset and the economic and community value to be received in exchange for the asset.

6.2.5.2 Asset Transfer Regulation (ATR)

6.2.5.1Transfer or disposal of non-exempted capital assets

In terms of Regulation 5(1)(b) a municipal Council may transfer or dispose of a non-exempted capital asset only after-

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

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

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

*Only applicable to high value properties, i.e. in excess of R50M

6.2.5.2.2 Consideration of proposals to transfer or dispose of non-exempted capital assets

In terms of Regulation 7 the municipal council must, when considering any proposed transfer or disposal of a non-exempted capital asset in terms of regulation 5(1)(b)(i) and (ii), take into account—

(a) whether the capital asset may be required for the municipality's own use at a later date;

(b) the expected loss or gain that is expected to result from the proposed transfer or disposal;

(c) the extent to which any compensation to be received in respect of the proposed transfer or disposal will result in a significant economic or financial cost or benefit to the municipality;

(d) the risks and rewards associated with the operation or control of the capital asset that is to be transferred or disposed of in relation to the municipality's interests;

(e) the effect that the proposed transfer or disposal will have on the credit rating of the municipality, its ability to raise long-term or short-term borrowings in the future and its financial position and cash flow;

(f) any limitations or conditions attached to the capital asset or the transfer or disposal of the asset, and the consequences of any potential non-compliance with those conditions;

(g) the estimated cost of the proposed transfer or disposal;

(h) the transfer of any liabilities and reserve funds associated with the capital asset;

(i) any comments or representations on the proposed transfer or disposal received from the local community and other interested persons; (if applicable)

(j) any written views and recommendations on the proposed transfer or disposal by the National Treasury and the relevant provincial treasury; (if applicable)

(k) the interests of any affected organ of state, the municipality's own strategic, legal and economic interests and the interests of the local community; and

(l) compliance with the legislative regime applicable to the proposed transfer or disposal.

6.2.5.2.3 Conditional approval of transfer or disposal of non-exempted capital assets

Further, in terms of Regulation 11, an **approval in principle** in terms of regulation 5(1)(b)(ii) or 8(1)(b)(ii) that a non-exempted capital asset may be transferred or disposed of, **may be given subject to any conditions**, including conditions specifying—

(a) the way in which the capital asset is to be sold or disposed of;

(b) a floor price or minimum compensation for the capital asset;

(c) whether the capital asset may be transferred or disposed of for less than its fair market value, in which case the municipal council must first consider the criteria set out in regulation 13(2); and

(d) a framework within which direct negotiations for the transfer or disposal of the capital asset must be conducted with another person, if transfer or disposal is subject to direct negotiations.

6.2.5.2.4 Transfer or disposal of non-exempted capital assets to be in accordance with disposal management system

In terms of Regulation 12(1); if approval has been given in terms of regulation 5(1)(b)(ii) that a non-exempted capital asset may be transferred or disposed of, the relevant municipality may transfer or dispose of the asset only in accordance with its disposal management system, irrespective of—

(a) the value of the capital asset; or

(b) whether the capital asset is to be transferred to a private sector party or an organ of state.

*In the case of Stellenbosch Municipality the Policy on the Management of Council-owned property is deemed to be the disposal management system.

6.2.5.2.5 Transfer agreements

In terms of Regulation 17, a municipality may transfer assets approved for transfer to a private sector party or organ of state, only by way of a written transfer agreement concluded between the transferring municipality and the receiving private sector party or organ of state.

A transfer agreement must set out the terms and conditions of the transfer, including, as a minimum—

(a) a sufficient description of the capital asset being transferred in order to identify the asset;

(b) particulars of any subsidiary assets that are transferred with the capital asset;

(c) particulars of any liabilities transferred with the asset;

(d) the amount of compensation payable to the municipality or municipal entity for the transfer of the asset or assets, and the terms and conditions of payment; and

(e) the effective date from which the risk and accountability for the asset or assets is transferred to the receiving private sector party or organ of state.

6.2.5.6 Policy on the management of Council-owned property

6.2.5.6.1 General principles

In terms of paragraph 7.2.1, unless otherwise provided for in the policy, the disposal of Viable Immovable property shall be effected-

by means of a process of public competition; and

a) at market value except when the public interest or the plight of the poor demands otherwise.

6.2.5.6.2 Methods of disposal

In terms of paragraph 9 the type of tender may vary, depending on the nature of the transaction. The following options may be considered:

a) outright tendered residential erven;

b) Call for proposals, e.g social care erven.

c) In respect of Non-viable Immovable Property which can be utilised by one adjacent land owner, like in this matter) a Property Transaction(s) may be approved without any competitive process having been followed on the basis that no purpose would be served by a competitive process but subject to the determination of the fair market value and public notice of the intent to dispose of the property.

6.2.5.6.4 Non-viable immovable property

In terms of par. 9.2.1, in respect of Non-viable Immovable Property which can be utilised by one adjacent land owner, a Property Transaction(s) may be approved without any competitive process having been followed, including in response to an unsolicited application, on the basis that no purpose would be served by a competitive process but subject to the determination of the fair market value and public notice of the intent to dispose of the property.

6.2.5.4 Fair market value

In terms of par.2 immovable property may be disposed of only at market related prices, except when the plight of the poor or the public intend demands otherwise.

6.3 Financial Implications

Should Council approve of the application all the cost associated with the transfers, such as subdivision, rezoning will be account by the applicant. The land should be sold at, at least market related value which has been valuated at R15 912 700.00 for the entire encroached area and R2 215 032.00 for the area as per the amended application.

6.4 Legal Implications

See par. 6.2.5 above.

6.5 Staff Implications

No additional staff implications

6.6 Previous / Relevant Council Resolutions

EXECUTIVE MAYORAL COMMITTEE: 2023-11-16: ITEM 7.3.2

RESOLVED

that this item be referred back to Administration for further discussion and refinement.

6.7 Risk Implications

Risks are addressed through the content of the report.

6.8 Comments from Senior Management

6.8.1 Municipal Manager

Supports content of the report.

6.8.2 Director Planning and Economic Development

Robert who assessed the application in the first instance, looked at the item drafted by the property section attached and he notes that the proposal is exactly that which was submitted to the MPT. As a result, the main concerns raised by the MPT have not been addressed.

Concern Raised by the MPT Item and Land Use Section.

The Land Use Department is of the opinion that the common boundary line must be realigned to facilitate the incorporation of the unauthorized structure in a manner that will ensure that the new boundary line does not create unusable space and also will not have a negative impact on the existing amenities on Erf 9209.

As noted above, the proposal under discussion once again has not addressed the concerns raised / listed in the Land Use Report that was before the MPT in 2019 and we are of the opinion that these issues should have been addressed by the applicant, as the proposal under discussion once again does not make provision to mitigate the impact of the building located on the new boundary line. The area between the red line and the current boundary should have formed part of the application as the existing building should be setback 0.5m -1.0m from the new / proposed common boundary line for maintenance purposes as a result of windows and a stoep under roof which faces onto the adjoining property. The proposed boundary line in red will also ensure that the resultant boundary adjustment does not have a negative impact on the adjoining property as a result of the irregular boundary line.

The setback will also further aid in mitigating the impact of the current building on the adjoining property / Council owned property, should this property be developed in future, as it will ensure that a solid boundary wall could be constructed with minimal impact on the existing building located on the proposed common boundary.



It is suggested that the Item also include a number of photos for ease of refence.

With reference to the building plan: According to the building plan records, this building was approved within the boundary lines of the property, but not built accordingly.

Comment from department: The proposal of the area to be bought is not that of the department but comes from the applicant. Please note that we are of the view that a way forward must be found. It is clear that the applicant is not willing to buy the area as suggested above. The department is of the view that a middle way should be found otherwise the issue will not be resolved and the current encroachment approach is also not viable. Demolishing the building that encroached is also problematic given that the municipally issued occupation certificates despite the fact that the building was not built to plan.

6.8.3 Director Community and Protection Services

Supported

6.8.4 Director Infrastructure Services

Supports the updated recommendations of the report. Should the sale proceed, that the to-be-transferred portion as well as remaining encroached portions, be subject to the following:

1. Must ensure that municipal water pipes are not affected. Must ensure that the water lines fall outside of the new proposed erf boundaries. Must confirm the exact positions on site and clearly indicate on the subdivision plan.

2. Once received, Department Water and Wastewater Services will have to approve the final proposal as per standard procedure.

3. Ensure that the boundary change does not affect future road plans in accordance with the Roads Master Plan and/or stormwater management. Stormwater Infrastructure to the north needs to be considered**.**

4. Techno Lane Road Reserve: Applicant to ensure the distance between the road edge and line - Z,A1, D1,E1,F1,G1,H1,J1 not be less than 9m.

6.8.5 CFO

Supports content of the report

ANNEXURES:

Appendix 1: Report that served before the Planning Tribunal
Appendix 2: Application from Friedlander. Burger & Volkmann
Appendix 3: Application from Protea Hotel
Appendix 4: Windeed report
Appendix 5: Valuation Report
Appendix 6: Amended application

FOR FURTHER DETAILS CONTACT:

NAME	**Annalene de Beer**
POSITION	***Director***
DIRECTORATE	***Corporate Services***
CONTACT NUMBERS	***021-8088018***
E-MAIL ADDRESS	***Annalene.debeer@stellenbosch.gov.za***
REPORT DATE	***2024-07-15***

7.3.13	**UPDATE OF ACTING ARRANGEMENTS FOR THE MUNICIPAL MANAGER AND SECTION 56 MANAGERS WHEN THE MUNICIPAL MANAGER AND SECTION 56 MANAGERS ARE NOT AVAILABLE**

Collaborator No:
IDP KPA Ref No: **Good Governance**
Meeting Date: **24 July 2024**

ITEM WILL BE DISTRIBUTED UNDER SEPARATE COVER IN DUE COURSE

APPENDIX 1

STELLENBOSCH
STELLENBOSCH • PNIEL • FRANSCHHOEK

MUNICIPALITY • UMASIPALA • MUNISIPALITEIT

LAND USE PLANNING REPORT TO THE MUNICIPAL PLANNING TRIBUNAL

APPLICATION IS HEREBY MADE IN TERMS OF THE STELLENBOSCH MUNICIPALITY LAND USE PLANNING BY-LAW, 2015 PERTAINING TO THE SUBDIVISION, REZONING AND CONSOLIDATION OF PORTIONS ERVEN 9190 AND 9209, STELLENBOSCH, TO RECTIFY ENCROACHMENTS.

Reference number	LU/6518 Erf file 9190	*Application submission date*	July 2017	*Date report finalized*	Nov 2018

INTRODUCTION

The subject properties form part of the Technopark development. All the properties with the exception of erf 9209 the Protea Hotel are zoned for Special Zone I including the open space areas and roads within the development. The Protea Hotel Stellenbosch was developed on Erf 9209, Technopark, Stellenbosch, which is a portion of erf 9190. The hotel is a sectional title scheme and the portion of this property under consideration forms part of the common property of the sectional title scheme of this property.

The proposal under consideration is to rectify the encroachment of a structure that was constructed over the boundary of Erf 9209 (The Protea Hotel) onto Erf 9190 (Council property). The proposal has been submitted to facilitate a land swop with the Municipality to rectify the encroachment. Due to the fact that Erf 9190 is a municipal owned property the applications under consideration needs to be referred to the Planning Tribunal for consideration and a decision in terms of the Stellenbosch Municipal Land Use Planning By-Law.

PART A: AUTHOR DETAILS

First name(s) and Surname	Robert Fooy
Job title	Senior Town Planner
SACPLAN registration number	N/A
Directorate/Department	Planning and Economic Development / Land Use Management
Contact details	021 808 8680 robert.fooy@stellenbosch.gov.za

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PART B: APPLICANT DETAILS							
First name(s) and Surname	Mark Straughan						
SACPLAN registration number	N/A						
Company name	Friedlaender, Burger and Volkmann			Is the applicant authorized to submit this application?	Y		
Registered owner(s)	The Protea Hotel Body Corporate (The area under discussion forms part of the common area within the sectional title scheme)						
PART C: PROPERTY DETAILS							
Property description (in accordance with Title Deed)	Erven 9190, and 9209, Stellenbosch						
Physical address	Techno Avenue			Town/City	Stellenbosch		
Current zoning	Erf 9190 Special Zone 1: Technology or Science Park & Erf 9209 Specific Business Zone for hotel purposes	Extent (m^2/ha)	Erf 9209 3.0ha 9190 33.28ha	Are there existing buildings on the property?	Y		
Applicable Zoning Scheme	Stellenbosch Municipality Zoning Scheme Regulations (1996)						
Current Land Use	Erf 9209 (Hotel purposes) and 9190 (Vacant)			Title Deed number & date	T28901/1988		
Any restrictive title conditions applicable?		N	If Yes, list condition number(s)	N/A			
Any third party conditions applicable?		N	If Yes, specify	N/A			
Any unauthorised land use/building work?	Y		If Yes, explain	A building has been constructed over the common boundary of erf 9190 and erf 9209.			

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PART D: APPLICATION DESCRIPTION

Application is made in terms of the Stellenbosch Municipal Land Use Planning By-Law, promulgated by notice number 354/2015, dated 20 October 2015, for the following on Erf 9190 and Erf 9209, Technopark, Stellenbosch:

a) The subdivision of Portion A (±191m²) from Erf 9190 in terms of Section 15(2)(d));

b) The rezoning of unregistered Portion A (±191m²) from Special Zone I (Technology or Science Park) to Specific Business for Hotel purposes;

c) The subdivision of Portion B (±191m²) from Erf 9209 in terms of Section 15(2)(d));

d) The rezoning of unregistered Portion B (±191m²) from Specific Business for Hotel purposes to Special Zone I (Technology or Science Park);

e) The consolidation of unregisterred rezoned Portion A with Erf 9209 in terms of Section 15(2)(e));

f) The consolidation of unregisterred rezoned Portion B with Erf 9191 in terms of Section 15(2)(e)).

PART E: SUMMARY OF APPLICANTS MOTIVATION

The land use planning application has been submitted to formalise the structure that has been constructed over the common boundary line between Erf 9190 and Erf 9209. The proposal underconsider has been advertised as required and no objections or comments have been received on the proposal. The propsal was submitted after discussions with the Manager of the Property Management Department of the Municipality and has been submitted to facilitate a land swop as suggested by the Property Management Department.

PART F: SUMMARY OF PUBLIC PARTICIPATION

Methods of advertising				Date published	Closing date for objections
Press	Y	N	N/A	16 November 2017	15 December 2017
Notices	Y	N	N/A	16 November 2017	15 December 2017
Ward councillor	Y	N	N/A	16 November 2017	15 December 2017
On-site display	Y	N	N/A	16 November 2017	15 December 2017
Community organisation(s)	Y	N	N/A	16 November 2017	15 December 2017
Oth-er	Y	N	If yes, specify		

Was public participation undertaken in accordance with sections 44-49 of the Stellenbosch Land Use Planning By-law, October 2015	Y	

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PART G: SUMMARY OF COMMENTS DURING PUBLIC PARTICIPATION (INTERESTED AND AFFECTED PARTIES)			
FARM/ ERF NO.	ISSUES RAISED	APPLICANT'S RESPONSE	DEPARTEMENTAL REPONSE
	No Comments or Objections received on the application.		

PART H: SUMMARY OF COMMENTS FROM INTERNAL DEPARTMENTS AND/OR ORGANS OF STATE AND/OR COMMUNITY ORGANISATIONS AND/OR WARD COUNCILLOR					
NAME OF DEPARTMENT	DATE	SUMMARY OF COMMENTS	RECOMMENDATION		
Department of Environmental Affairs and Development Planning	06 December 2017	Support the application with standard conditions.	**Positive**	Nega-tive	No Com-ment
Stellenbosch Electrical Department	16 January 2017	Support the application with conditions.	**Positive**	Nega-tive	No Com-ment
Local Economic Development	21 November 2017	Support the application.	**Positive**	Nega-tive	No Com-ment
Directorate Infrastructure Services (Traffic Engineer)	08 November 2017	Support the application with conditions.	**Positive**	Nega-tive	No Com-ment
Manager: Property Management Department	11 November 2017	Support the application.	**Positive**	Nega-tive	No Com-ment

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Ward Councillor		No formal response was received from the Ward Councilor	Positive	Nega-tive	**No Com-ment**

PART I: MUNICIPAL PLANNING EVALUATION (REFER TO RELEVANT CONSIDERATIONS GUIDELINE)

Background

The application area (Erven 9190 and 9209) are located in Techno Avenue, Technopark, Stellenbosch and are surrounded by primarily office buildings, open area or undeveloped portion of land which forms part of Erf 9190 and are used for agricultural and open space purposes.

The application under consideration is to facilitate the formalization of the building which has been constructed over the common boundary between Erven 9190 and 9209. The area under consideration on Erf 9209 forms part of the common space of the Protea hotel which has been sectional titled. The proposal has also been submitted to facilitate a land swop between the Municipality (Erf 9190) and the Protea hotel (Erf 9209) as suggested by the Manager: Land Use Management.

The areas under consideration are currently being used by the Protea hotel to accommodate the building which is constructed over the common boundary of the two properties and as part of the common open space area within the sectional title scheme. The proposal as submitted will only facilitate a form of boundary adjustment which normally could be dealt with by the Municipality via the existing delegations, but due to the fact that the one property, Erf 9190 is owned by the Municipality the application needs to be referred to the tribunal for a decision in terms of the Stellenbosch Municipal Land Use Planning By-Law, promulgated by notice number 354/2015, dated 20 October 2015.

(In)consistency with the Spatial Planning and Land Use Management Act, 2013 (Act 16 of 2013) and the principles referred to in Chapter VI of the Land Use Planning Act, 2014 (Act 3 of 2014)

a) Spatial Justice

N/A

b) Spatial Sustainability

The proposal will not have a detrimental impact on valuable agricultural land, environmentally sensitive and biodiversity rich areas or scenic and cultural landscapes as the subject property is located within the urban edge of Stellenbosch and the properties are not zoned for agricultural purposes.

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c) Efficiency

The proposed application will only facilitate the formalization of the existing building which was been constructed over the common property boundary between Erf 9090 and Erf 9209.

d) Spatial Resilience

N/A

e) Good Administration

The application was processed strictly in accordance with the prescribed application procedures as stipulated in the By-law on Municipal Land Use Planning, 2015.

(In)consistency with the IDP/Various levels of SDF's/Applicable policies

The proposal is supported by Spatial Planning, Heritage and Environment Department as it will have no impact on its surroundings.

(In)consistency with guidelines prepared by the Provincial Minister

This section has no bearing on the application as the subject property is loacted within the urban edge of Stellebenbosch town.

Outcomes of investigations/applications i.t.o other laws

The application complies with the relevant legislation applicable to the application.

Existing and proposed zoning comparisons and considerations

The change in zoning proposed will have no impact on the surrounding area as the subject properties are located within the existing urban area and the proposed zonings will only facilitate a form of boundary adjustment to accommodate the existing building which is located over the common boundary line between Erf 9190 and Erf 9209.

The need und desirability of the proposal

The subject properties are located within Techno Avenue, Technopark, Stellenbosch and the surrounding land uses are primarily offices, open space and agricultural purposes. The applications under consideration will only faciliate the movement of the common boundary line to accommodate the existing structure which is currently located over the common boundary line of Erf 9190 and Erf 9209, Technopark and to facilitate a land swop.

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As noted above the proposal is basically a boundary adjustment with the rezoning of the various subdivided portions being required to ensure that they have the applicable zoning prior to being consolidated with the respective erven.

The proposal as submitted will only facilitate the formalization of the unauthorized building work but will also result in unusable portions of land being formed (Portion B). The new boundary line that will be created by the proposal will also result in the fact that the unauthorized structure is now located on the common boundary between Erf 9190 and Erf 9209. As a result should the owners of the Hotel decide to enclose their property with a wall or fence the existing deck / stoep area which will be located on the erf boundary would be negatively affected due to the fact that the deck / stoep area is will be narrow due to the fact that the fence / wall will be located on the edge of the deck / stoep. The new boundary that will be created over erf 9209 has also not taken cognizance of the fact that the area being cut off and consolidated with erf 9190, will result in an unusable portion of land being created between the "Road" and erf 9209.

The two areas being subdivided, rezoned and consolidated have the same area to facilitate a land swop but would create unusable areas as a result of the new erf boundaries that will be created. The proposal as submitted is not supported as the applicant is in effect trying to facilitate the formalization of the unauthorized structure and a land swop without taking into consideration what impact the revised boundary will have on the two erven concerned.

PART J: ADDITIONAL PLANNING EVALUATION FOR REMOVAL OF RESTRICTIONS

Financial or other value of the rights affected

The proposal as submitted will create an area of unusable land due to the new shape of the subject properties.

Benefits to the holder of such rights in terms of the restrictive condition

This section is not applicable to the application under consideration.

Personal benefits which will accrue to the applicant

This section is not applicable to the application under consideration.

Social benefit of the restriction remaining in place

This section is not applicable to the application under consideration.

Social benefit of the proposal and whether the application will completely remove all rights enjoyed by the beneficiary or only some of those rights

This section is not applicable to the application under consideration.

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PART K: SUMMARY OF EVALUATION

The application as submitted is only to facilitate the formalization of the structure that has been constructed over the common boundary line between Erf 9209 and Erf 9190 and to facilitate in effect a land swop. The proposal as submitted will also result in an unusable area being created due to the irregular shape created by the "boundary adjustment" of the two erven and will also have a negative impact on the existing facilities located on erf 9209 such as the garden area with its facilities. The application submitted is purely to ensure or facilitate a land swop at all cost and has not taken cognizance of the impact of the revised boundary line between Erf 9209 and Erf 9190.

The new boundary line that will be created by the proposal will also result in the fact that the unauthorized structure is now located on the common boundary between Erf 9190 and Erf 9209. As a result should the owners of the Hotel decide to enclose their property with a wall or fence the existing deck / stoep area which will now be located on the erf boundary would be negatively impacted on due to the fact that the deck / stoep area will be narrow due to the fact that the fence / wall will be located on the edge of the deck / stoep. The new boundary that will be created over erf 9209 has also not taken cognizance of the fact that the area being cut off from Erf 9209 and consolidated with erf 9190, will result in an unusable portion of land being created between the "Road" and existing erf 9209.

The two areas being subdivided, rezoned and consolidated have the same area to facilitate a land swop but would create unusable areas as a result of the new erf boundaries as noted above. For this reason the proposal as submitted is not supported by the Land Use Planning Department, as the applicant is in effect trying to facilitate the formalization of the unauthorized structure and a land swop without taking into consideration what impact the revised boundary will have on the two erven concerned.

The proposal also only just incorporates the building that is currently located over the common boundary into Erf 9209 without taking cognizance of the fact that the new boundary line will have a negative impact on the existing facilities. As the proposal has not taken note of the fact that by realigning the common boundary as indicated / proposed it will have a negative impact on the facilities located in the common area on Erf 9209.

The Land Use Department is of the opinion that the common boundary line must be realigned to facilitate the incorporation of the unauthorized structure in a manner that will ensure that the new boundary line does not create unusable space and also will not have a negative impact on the existing amenities on Erf 9209.

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PART L: RECOMMENDATION

That **approval not be granted** in terms of Section 60 of the Stellenbosch Municipal Land Use Planning By-Law, promulgated by notice number 354/2015, dated 20 October 2015, for the following applications:

a) The subdivision of Portion A (±191m²) from Erf 9190 in terms of Section 15(2)(d));

b) The rezoning of unregistered Portion A (±191m²) from Special Zone I (Technology or Science Park) to Specific Business for Hotel purposes;

c) The subdivision of Portion B (±191m²) from Erf 9209 in terms of Section 15(2)(d));

d) The rezoning of unregistered Portion B (±191m²) from Specific Business for Hotel purposes to Special Zone I (Technology or Science Park);

e) The consolidation of unregisterred rezoned Portion A with Erf 9209 in terms of Section 15(2)(e));

f) The consolidation of unregisterred rezoned Portion B with Erf 9191 in terms of Section 15(2)(e)).

PART M: REASONS FOR RECOMMENDATION

a) The proposed subdivision, rezoning and consolidation of Portion A (±191m²) and Portion B (±191m²) with Erf 9209 and Erf 9190 will result in the creation of irregular shaped property with unusable sections due to the shape created by the subdivision and consolidation of the various portions.

b) The proposal has not taken into consideration the fact that the approval of the application will have a negative impact on the common area in terms of the sectional title plan on Erf 9209, due to the fact that the existing facilities located on the Hotel property will be negatively impacted on.

c) The proposals main objective is to facilitate a land swop by incorporating the unauthorized building into Erf 9209 and ensuring that both portions to be subdivided and consolidated are of equal size without taking into account what the negative impact of the proposal will be on both erven 9209 and 9190.

PART N: ANNEXURES

Annexure A Locality and Zoning map.
Annexure B Proposed Subdivisions and consolidation plan.
Annexure C Title deed.
Annexure D Motivation of Applicant.
Annexure E Portfolio of Evidence/ Affidavit.

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Annexure F	Copy of Notices sent to Interested and Affected parties/ Organs of state.
Annexure G	Comments received from Internal Departments.
Annexure H	Comments received from External Departments.
Annexure I	Power of Attorney from both property owners.

PART T P: SIGNATURES

REPORT COMPILED AND ASSESSED BY:

RFooy

ROBERT FOOY
SENIOR TOWN PLANNER

30/11/2018
DATE

RECOMMENDED BY:

H Dednam

H. DEDNAM
MANAGER: LAND USE MANAGEMENT
(Pr.Pln A/ 846/1995)

03/12/2018.
DATE

PART U: DECISION IN TERMS OF SECTION 60 OF THE STELLENBOSCH MUNICIPAL LAND USE PLANNING BY-LAW, OCTOBER 2015:

APPROVE		APPROVE IN PART		REFUSE	

Tick the appropriate box:

SIGNATURE: _____

DATE: _____

CHAIRPERSON OF THE MUNICIPAL PLANNING TRIBUNAL
ADV. MANDLA MDLUDLU

IF REASON/S FOR DECISION:

_____

_____

_____

_____

APPENDIX 2

friedlaender, burger & volkmann
PROFESSIONAL LAND SURVEYORS. SECTIONAL TITLE CONSULTANTS. MAPPING CONSULTANTS

39 Herte Str, Stellenbosch, 7600
PO Box 154, Stellenbosch, 7599
+27 21 8864004
+27 21 8878088
info@fbvsurvey.co.za
www.fbvsurvey.co.za

Our ref: ERF9209F

Friday, 18 October 2019

The Director

Human Settlements and Property Management

Town House Complex

Plein Street

Stellenbosch

7600

By email to Piet.Smit@stellenbosch.gov.za

Dear Mr. Smit

ADJUSTMENT OF BOUNDARY BETWEEN THE REMAINDER OF ERF 9190 AND ERF 9209, STELLENBOSCH (THE PROTEA HOTEL, STELLENBOSCH, AT TECHNOPARK)

I refer to the above matter and our telephone conversation this morning.

Erf 9209 is the property on which the Protea Hotel, Stellenbosch is constructed. The remainder of Erf 9190 is Municipal property and is the parent erf of the Technopark development.

The background to the matter as discussed, is that we applied for subdivision, rezoning and consolidation of the above erven to give effect to a land swap involving each party relinquishing, and gaining 191m² of land. This was undertaken to rectify an encroachment by a building of the hotel over Erf 9190.

The application was made with power of attorney by your office and the Protea Hotel.

The Land Use Planning recommendation to the Municipal Planning Tribunal ("MPT") was that the application is not approved as it did not deal fully with the area of encroachment by the hotel over Municipal land. The subsequent recommendation to us from the Municipal Land Use Planning department

was that the application be withdrawn and resubmitted as a request for exemption to adjust a common boundary. The recommendation was further that the Municipality will rezone the affected land.

We have therefore surveyed the area fenced in and used by the Protea Hotel. As advised by you this area is subject to an encroachment agreement with the Municipality. Please see our plan attached as Annexure A.

We will to commence the application process for the subdivision exemption of the area encroached. It will save time if this is done simultaneously with the process in your office to alienate Municipal land.

Kindly confirm that we may proceed based on the attached plan. Please call us should any matters require clarification. We are happy to meet at your convenience if necessary.

Your sincerely

M.B. Straughan

pp. Friedlaender, Burger and Volkmann



Land unit	Figure description	Area	Current Use	Current Zone
Existing properties				
Remainder Erf 9190, Stellenbosch		33.0865 ha	Technopark	
Protea Hotel Stellenbosch: Sectional title units and common property of Protea Hotel Stellenbosch Sectional Title Scheme (Previously Erf 9209, Stellenbosch)	A, B, C, D, E, F, G, H, J, K	3.0000 ha	Protea Hotel	Specific Business: Hotel and offices

Land unit	Figure description	Area
Final layout		
Protea Hotel Stellenbosch: Notarial tie of erven 17339, 17340 and 17341 with Protea Hotel Stellenbosch Sectional Title Scheme	K, L, M, P, Q, R, S, T, D, U, V, W, X, Y, Z, A1, B1, C1, D1, E1, F1, G1, H1, J1, K1, L1, M1, N1, P1	±3.3505 ha
Remainder of erf 9190		±32.7361 ha

Land unit	Figure description	Area	Current Use	Current Zone	Rezoning
Proposed subdivisions and rezonings of parts of erf 9190, Stellenbosch					
Erf 17339: proposed portion of erf 9190	K, L, M, N, P, Q, R, S, T, D, C, B, A	±440m²	Protea Hotel	Special Zone 1: Technology or Science Park	To be rezoned to Specific Business: Hotel and offices, transferred to Protea Hotel Stellenbosch Body Corporate and included in common property of Protea Hotel Sectional Title Scheme
Erf 17340: proposed portion of erf 9190	D, U, V, W, X, Y, Z, A1, B1, N, G, F, E	±1094m²	Protea Hotel	Special Zone 1: Technology or Science Park	To be rezoned to Specific Business: Hotel and offices, transferred to Protea Hotel Stellenbosch Body Corporate and included in common property of Protea Hotel Sectional Title Scheme
Erf 17341: proposed portion of erf 9190	C1, D1, E1, F1, G1, H1, I1, K1, L1, M1, N1, P1,	±1971m²	Protea Hotel (building encroachment)	Special Zone 1: Technology or Science Park	To be rezoned to Specific Business: Hotel and offices, transferred to Protea Hotel Stellenbosch Body Corporate and included in common property of Protea Hotel Sectional Title Scheme

Note
Erven 17339, 17340 and 17341 to be subdivided from remainder erf 9190 and included in sectional title scheme Protea Hotel Stellenbosch by notarial tie and not by consolidation.

TN

Caveat
1. Any areas and dimensions are provisional and will be finalised at time of subdivision survey.
2. All levels are to be confirmed prior to construction.

Scale 1:1000	Date:27 Sept 2019	Contours: n/a	System: WG 19

Adjustment of Boundaries and Rezoning
Protea Hotel Stellenbosch

Ref:erf9209f | Dwg:pr-on-rev3.dwg a3

fbv friedlaender, burger & volkmann

APPENDIX 3

PROTEA HOTEL
MARRIOTT
Stellenbosch

INITIATIVE SA INVESTMENTS 159 (PTY) LTD
Company Registration: 2003/009691/07, VAT Registration: 4360217345
Directors: K. Jankowitz, B. Venter, A. Malan, C. Visagie, D. Pretorius

RODASH 125 (PTY) LTD
Company Registration: 2009/017174/07, VAT Registration: 4810254518
Directors: K. Jankowitz, B. Venter, A. Malan, C. Visagie, D. Pretorius

35 Techno Avenue, Techno Park
Stellenbosch 7600
South Africa
P.O. Box 12450, Die Boord
Stellenbosch 7613
South Africa

T +27 (0) 21 880 9500
F +27 (0) 21 880 9505
E info@phstellenbosch.com
W marriott.com/cptst

Date: 17 November 2019

For Attention:

Mr Piet Smit
Stellenbosch Municipality

Good day Sir,

Application for the Purchase of certain pieces of land of the Stellenbosch Municipality by the Protea Hotel by Marriott Stellenbosch in Techno Park.

We hereby make application to purchase pieces of land from the Municipal which the Protea Hotel Stellenbosch is using currently.

This means that Erven 17339, 17340 and 17341, all portions of the Remainder of erf 9190, shall have to be subdivided and rezoned as per the attached Plan.

Once subdivided these erven will be included by Notarial Tie in the Common Property of the Protea Hotel Stellenbosch Sectional Title Scheme.

We had previously made Application for a Land Swap of the pieces of land being used by the Hotel coupled with an Encroachment Agreement which Application was not acceptable to the MPT. The MPT suggested that we follow this route to make Application to realign our boundaries.

Please inform us if there is any further information that you need in order to consider our Application.

Kind regards,



Riaan Malan

Protea Hotel by Marriott Stellenbosch

APPENDIX 4

Printed: 2019/12/12 10:27

WinDeed Database Deeds Office Property

windeed
A LexisNexis® Product

STELLENBOSCH, 9190, 0 (REMAINING EXTENT) (CAPE TOWN)

GENERAL INFORMATION

Date Requested	2019/12/12 10:24
Deeds Office	CAPE TOWN
Information Source	WINDEED DATABASE
Reference	-



PROPERTY INFORMATION

Property Type	ERF
Erf Number	9190
Portion Number	0 (REMAINING EXTENT)
Township	STELLENBOSCH
Local Authority	STELLENBOSCH MUN
Registration Division	STELLENBOSCH RD
Province	WESTERN CAPE
Diagram Deed	T28901/1988
Extent	31.9688H
Previous Description	PTN OF ST RD 377
LPI Code	C06700220000919000000

OWNER INFORMATION

Owner 1 of 2

Type	LOCAL AUTHORITY
Name	MUN STELLENBOSCH
ID / Reg. Number	-
Title Deed	T28901/1988
Registration Date	1988/06/02
Purchase Price (R)	UNKNOWN
Purchase Date	-
Share	0.00
Microfilm	2007 0556 3308
Multiple Properties	NO
Multiple Owners	NO

Owner 2 of 2

Type	LOCAL AUTHORITY
Name	MUN STELLENBOSCH
ID / Reg. Number	-
Title Deed	T76566/2002
Registration Date	-
Purchase Price (R)	TRANSFER BY ENDORSEMENT
Purchase Date	-
Share	0.00
Microfilm	2002 0736 5098
Multiple Properties	NO
Multiple Owners	NO

ENDORSEMENTS (6)

#	Document	Institution	Amount (R)	Microfilm
1	K199/1995L	GOLF CLUB-STELLENBOSCH	UNKNOWN	1995 0286 2058
2	K331/1998S	-	UNKNOWN	1998 0272 4942
3	NOW SUBDIVISION	TOWN STELLENBOSCH ,ERF 13168 ,PRTN 0	UNKNOWN	-
4	NOW SUBDIVISION	TOWN STELLENBOSCH ,ERF 13166 ,PRTN 0	UNKNOWN	-
5	NOW SUBDIVISION	TOWN STELLENBOSCH ,ERF 17317 ,PRTN 0	UNKNOWN	-
6	VA3757/2019	MUN STELLENBOSCH	UNKNOWN	-

Printed: 2019/12/12 10:27

HISTORIC DOCUMENTS (1)

#	Document	Owner	Amount (R)	Microfilm
1	STF5-34/1883	MUN STELLENBOSCH	0	2006 1881 1465

DISCLAIMER

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APPENDIX 5

VALUATION REPORT

PORTION OF ERF 9190, TECHNOPARK

STELLENBOSCH

HCB Property Valuations
38 Long Street
Moorreesburg
7310
Tel: 022 433 2035
Email: admin@hcb.co.za

LIMITATIONS AND RESTRICTIONS

This valuation report has been made with the following general assumptions:

1. No responsibility is assumed for the legal description or for matters including legal or title considerations. Title to the property is assumed to be good and marketable unless otherwise stated.
2. The property is valued free and clear of any or all liens or encumbrances unless otherwise stated.
3. Responsible ownership and competent property management are assumed.
4. The information furnished by others is believed to be reliable. However, no warranty is given for its accuracy.
5. All engineering information is assumed to be correct. The plans and illustrative material in this report are included only to assist the reader in visualizing the property.
6. It is assumed that there are no hidden or unapparent conditions of the property, subsoil, or structures that render it valuable. No responsibility is assumed for such conditions or for arranging for engineering studies that may be required to discover them.
7. It is assumed that there is full compliance with all applicable state and local environmental regulations and laws unless non-compliance is stated, defined, and considered in the valuation report.
8. It is assumed that all applicable zoning and use regulations and restrictions have been complied with, unless non-compliance is stated, defined, and considered in the valuation report.
9. It is assumed that all required licenses, certificates of occupancy, consents or other legislative or administrative authority from any local or national government or private entity or organization have been or can be obtained or renewed for any use on which the value estimate contained in this report is based.
10. It is assumed that the utilization of the land and improvements is within the boundaries or property lines of the property described and that there is no encroachment or trespassing unless noted in this report.



Signature

LIMITATIONS AND RESTRICTIONS

This valuation report has been made with the following general limiting conditions.

1. The apportionment, if any, of the total valuation figure in this report between land and improvements applies only under the stated client instructions and is hypothetical. The separate allocations for land and buildings must not be used in conjunction with any other valuation and are invalid if so used.
2. Possession of this report, or a copy thereof, does not carry with it the right of publication. It may not be used for any purpose by any person other than the party to whom it is addressed without the written consent of the valuer, and in any event only with proper written qualification and only in its entirety.
3. The valuer herein by reason of this valuation is not required to give further consultation, testimony, or be in attendance in court with reference to the property in question unless arrangements have been previously made.
4. Neither all nor part of the contents of this report (especially conclusions as the value, the identity of the valuer, or the firm with which the valuer is connected) shall be disseminated to the public through advertising, public relations, news, sales, or other media without the prior written consent and approval of the valuer.
5. Neither the whole nor any part of this valuation report or certificate or any reference thereto may be included in any published document, circular or statement, or published in any way without the valuer's written approval of the form and context in which it may appear. The publication shall deem to include references in company accounts and/or director's reports or any other company statement or circular.
6. The valuation is prepared on the basis that full disclosure of all information and facts which may affect the valuation, has been made to the valuer and no liability or responsibility will be accepted whatsoever for the valuation unless such full disclosure has been made.
7. This valuation is solely for the use of the party to whom it is addressed in accordance with the instructions. Reliance on it by any third party cannot be regarded as reasonable and no responsibility to any third party is or will be accepted for the whole or any part of the valuation.
8. The valuer has no personal interest in the property.
9. In the unlikely event of the client incurring any losses due to negligence of the valuers, valuers in training and assistants, the aggregate amount of the damages recoverable against the valuer shall not exceed the fee for providing the service.



Signature

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1. INTRODUCTION

I, Coenraad Botha, registered as a Professional Valuer in terms of the Property Valuers Profession Act 47 of 2000, do hereby certify that I have identified and inspected the subject property referred to in this report and have obtained all the necessary information to determine the market value thereof.

- *See Annexure 1 for Valuer Certificates*

1.1 Instruction

An instruction was received from Yolande van den Berg of Stellenbosch Municipality to attend to the valuation of a Portion of Erf 9190, situated in Stellenbosch. The purpose of the valuation is to determine the open market valuation of the property as on 1 November 2023.

- *See Annexure 2 for Instruction*

1.2 Date of Valuation

The date of valuation as instructed by the client is 1 November 2023.

1.3 Date of Inspection

A Desktop Valuation was done.

2. LOCAL, PROVINCIAL AND CENTRAL GOVERNMENT INFORMATION

2.1 Local Authority

This property falls under the jurisdiction of the Stellenbosch Municipality, situated in the Western Cape.

2.2 Zoning

Zoning was not supplied by Stellenbosch Municipality, thus HCB used commercial zoning as reference. Should this be incorrect, HCB reserves the right to amend this valuation report.

92. Land use within this zone

(1) The following land uses are permitted in this zone:

Primary Uses	Additional Uses (Technical approval)	Consent Uses (Application required)
• Business premises (including a shop, market, restaurant, office) • Clinic • Flats • Medical consulting rooms • Public parking area • Private road • Occasional use (one event/year)	• Tourist dwelling unit (in flat) • Commune (in flat)	• Commercial gymnasium • Community residential building • Conference facility • Day care Centre • Extramural facility • Filling station • Guest house • Hostel • Hotel • Liquor store • Occasional use (more than one) • Parking garage • Place of education • Place of entertainment • Renewable energy structure • Rooftop base telecommunication station • Tourist accommodation establishment • Welfare institution

3.3 Municipal Valuation

Municipal Valuation is not applicable as only a Portion of Erf 9190 is being valued in this report.

3. PHYSICAL DESCRIPTION

3.1 Location

The subject portions referred to in the order from Stellenbosch Municipality refers to portions of erf 9190 adjacent to the Protea Hotel in Techno Park, an established neighbourhood in Stellenbosch.

- *See Annexure 3 for Locality Plan*

3.2 Infrastructure

It was noted that all infrastructure is available to the surrounding erven and services are available.

3.3 Land

Subject property is flat and ground conditions are good, therefore our findings that the topography will not affect market value.

3.4 Improvements

The Protea Hotel encroaches on Municipal Land.

4. MARKET ANALYSIS

The definition “Market Value” as laid down by the International Valuation Standards Committee is: *“The estimated amount for which an asset should exchange, on the date of valuation, between a willing buyer and a willing seller, in an arms-length transaction, after proper marketing, wherein the parties had each acted knowledgeably, prudently and without compulsion.”*

5. METHOD OF VALUATION

The Comparable Method of valuation is the most suitable method to apply to establish the market value of the subject property. In applying the Comparable Method, it is necessary to investigate the sales of similar types of properties that have been sold.
The below information (see 7.2) is compared to the subject property, which involves judgments as to the degree of similarity regarding value factors such as location, shape of erf and use to which the subject property can be put.
The comparable method was applied to determine a land valuation.
Construction costs for the pavilion and clubhouse was determined and used with the land value to get to a value for the subject portion.

6. ESTABLISHMENT OF COMPARABLES

6.1 Highest and Best use

Definition*: "The most probable use of a property which is physically possible, appropriately justified, legally permissible, financially feasible and which result in the highest value of the property being valued".* Therefore, it could be argued that the highest and best use of a property is, which is physically possible, appropriately justified, legal permissible, financially feasible and which result in the best value of the property to be valued.

It is my opinion that the highest and best use is commercial.

6.2 Comparable Properties

Erf	Area	Extent	Sale Date	Sale Price
9194	Stellenbosch	3 800m²	2019/07/04	R17 250 000-00
263	Stellenbosch	1 218m²	2021/03/02	R10 750 000-00

Vacant Commercial Sales are not readily available in Techno Park. Stellenbosch Municipality bought Erf 9194 for R 17 250 000-00 in 2019. This sale calculates to R4 539-00/m².
There are no other recent sales available in Techno Park.

Vacant Commercial Sales in Stellenbosch are also rare to find, with only Erf 263 available. This sold at a rate of R8 825-00/m². This erf is in central Stellenbosch on 43 Alexander Road and could be seen as premium property. It is thus not 100% comparable with the Techno Park area.

The property Market of Techno Park slowed down after the covid pandemic and the sales in the area regarding commercial property are struggling to recover.

It is my opinion to use erf 9194 and the tariff of R4 539-00/m² as a base price to calculate a rate/m² tariff for the applicable portion as determined by a Land Surveyor.





Erf 9209 is the Protea Hotel, other two erven indicated on the above imagery are the applicable sales.

6.3 Conclusion

It is my opinion that the Open Market Value of the subject property on 1 November 2023 is R4 539-00/m², taking into consideration sales and after adjusting for time, location, zoning, and usage.

7. CERTIFYING OF VALUE

I hereby certify that I have identified the subject property and obtained all the necessary information to determine the market related value thereof.

Accordingly, I hereby certify that in my opinion, to the best of my knowledge, skill and expertise, the Market Value of the subject property on 1 November 2023 to be R4 539-00/m² (Four Thousand Five Hundred and Thirty-Nine Rand per Square Meter). VAT Excluded.



Hendrik Coenraad Botha
Professional Valuer
Registration Number: 5601

1 November 2023
Date of Signature

8. CAVEATS

This valuation has been prepared on the basis that full disclosure of all Information and factors which may affect the valuation have been made to ourselves and we cannot accept any liability or responsibility whatsoever for the Valuation unless such full disclosure has been made.

8.1 Valuation Standard

This valuation has been prepared in accordance with the guidelines of the South African Institute of Valuers for valuation reports.

8.2 Statutory Notices and Unlawful Use

We have assumed that the property and its value are unaffected by any statutory notice or condition of Title where Title Deeds have not been inspected, and that neither the property nor its condition, nor its use, nor its intended use, is or will be unlawful.

8.3 Confidentiality

This valuation is produced exclusively for Stellenbosch Municipality and for the specific purpose to which it refers. It may be disclosed to your other professional advisers assisting you in respect of that purpose. We accept no responsibility whatsoever to any parties other than yourselves who make use of this valuation.

8.4 Non-Publication

Kindly note that neither the whole nor any part of this report, nor any reference thereto maybe included in any published document, circular or statement, nor published in any way without our prior written approval at to the form or context in which it may appear.

9. ANNEXURES

9.1 Annexure 1 – Valuer Certificates

SOUTH AFRICAN COUNCIL FOR THE
PROPERTY VALUERS PROFESSION

This is to certify that

HENDRIK COENRAAD BOTHA

is registered as

Professional Valuer

In terms of section 20(2)(a) of the Property Valuers Profession Act, 2000

DATE OF REGISTRATION AS: Professional Valuer: 28 January 2020
DATE OF ISSUE: 13 February 2020
PERIOD OF VALIDITY: 28 January 2020 - 30 June 2024

JF Cloete
President

REGISTRATION No: 5601

MC Seola
Registrar

9.2 Annexure 2 – Instruction

Beste Helen,

Vind hierby aangeheg.

Ek het die zoning aangevra en sal laat weet sodra ek ontvang het.

Vriendelike Groete,

Kind regards,
Yolande van den Berg
Head: Contract Management
Corporate Services

T: +27 21 808 8073| Fax 021-886 7319
Plein Street, Stellenbosch, 7600
www.stellenbosch.gov.za

Dear Helen,

I hereby confirm that we accept the following quotations:

- 266 – Erf 9190 Technopark
- 267 – Erf 23 Franschhoek
- 268 – Erf 2885 Franschhoek
- 269 – Erf 1693 Franschhoek

I trust you find this to be in order and look forward to receiving your valuation reports.

Kind regards,
Yolande van den Berg
Head: Contract Management
Corporate Services

T: +27 21 808 8073| Fax 021-886 7319
Plein Street, Stellenbosch, 7600
www.stellenbosch.gov.za

HCB
Valuations and Services (Pty) Ltd
HEAD OFFICE
38 Long Street, Moorreesburg, 7310
T: +27(0)22 433 2035 M: +27(0)83 663 2140 E: admin@hcb.co.za

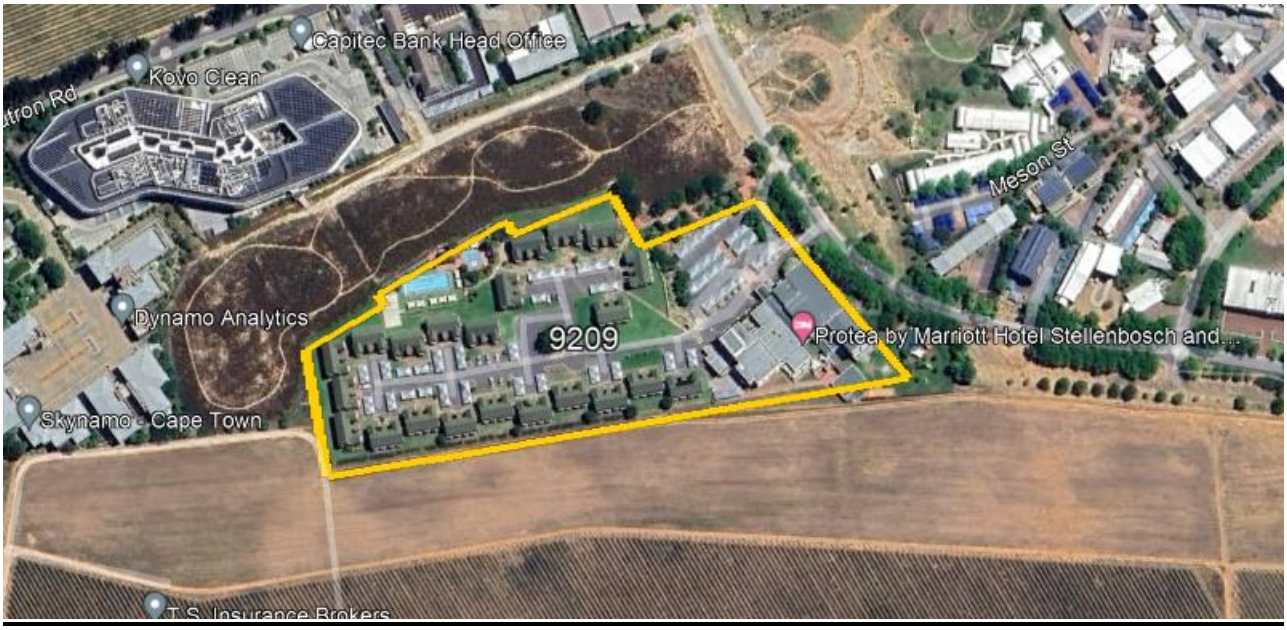
HCB would like to assist with you valuation request.
Kindly complete below to the best of your ability in order for us to provide you with a quotation and subsequent valuation report.

Erf/Farm Number:	ERF 9190 Stellenbosch (TechnoPark)
Town/Region:	Stellenbosch (TechnoPark)
Owner:	Stellenbosch Municipality
Zoning and Usage:	TBC
Date of Valuation:	14/11/2023
Reason for valuation:	Protea Hotel built over their erf line onto our property and Council needs to consider possibly selling these portions to the Hotel.
Any other information you feel is pertinent to the valuation:	
Expected Delivery Date:	As soon as possible.

Should you have any questions or concerns contact:
Helen: 081 4733 707 / helen@hcbval.co.za
Coenraad: 083 663 2140 / coenraad@hcb.co.za

9.3 Annexure 3 - Locality Map

Please note no indication was provided as to what areas of Protea Hotel are encroaching on municipal land, thus this is a general aerial photography to indicate locality of the hotel in proximity to municipal land.



9.4 Annexure 4 – Valuation Certificate

HCB
Valuations and Services (Pty) Ltd

HEAD OFFICE
38 Long Street, Moorreesburg, 7310
T: +27(0)22 433 2035 **M**: +27(0)83 663 2140 **E**: admin@hcb.co.za

Valuation Certificate

Client:	Stellenbosch Municipality
Erf Number:	Portion of Erf 9190
Title Deed Number:	Unavailable
Area/Town:	Stellenbosch
Owner:	Mun Stellenbosch
Erf Extent:	N/A
Date of Valuation:	1 November 2023
Reference Number:	STELL/PTN/9190
Valuation Amount:	R4 539-00/m² (VAT excluded)
Zoning:	Commercial/Business Zone 1

Comments:

This Valuation Certificate must be read in conjunction with the attached Valuation Report.

Hendrik Coenraad Botha
Professional Valuer
Registration Number: 5601

APPENDIX 6

Virdus Works (Pty) Ltd (Reg. No. 2018/585747/07)
Development Management Consultants and
Environmental Assessment Practitioners
Managing Director: DUPRÉ LOMBAARD
3rd Floor, Time Square, Elektron Street, Techno Park, Stellenbosch, 7600, South Africa
Mobile: +27 82 895 6362 // Email: dupre.lombaard@virdus.com

12 April 2024

The Municipal Manager
PO Box 17
STELLENBOSCH
7600
Per email: Yolande.vandenBerg@stellenbosch.gov.za

Dear Madam

AMENDED APPLICATION FOR THE CONSIDERATION OF THE SUBDIVISION AND TRANSFER OF PORTIONS OF ERF 9190, STELLENBOSCH (TECHNOPARK)

The application on behalf of the Protea Hotel Stellenbosch Body Corporate, Sectional Title Scheme 480/2002 dated 28 June 2022 for approval of a land transaction entailing a subdivision and consolidation of council-owned land and subsequent interaction and consultation between the parties refer. The purpose of this submission is to amend the aforementioned application, for which purpose a new plan of proposed subdivision and consolidation is submitted herewith in Annexure A.

In summary, and as detailed in the initial application, the Protea Hotel submitted building plans for extension of the Sectional Title Scheme by addition of a function room in 2010 (BP/10/2274 – under Annexure C of the June 2022 application). The building plan was approved on 15 June 2010 and the development completed. The function room encroaches on Erf 9190, which is municipal property, as indicated on the approved building plan by roughly 1 971m².

The purpose of this application is to request Council to approve of the subdivision of only that portion of Erf 9190 on which the function room has been constructed, and disposal thereof to the Protea Hotel Stellenbosch Body Corporate, and to permit the consolidation thereof with Erf 9209 (Annexure A).

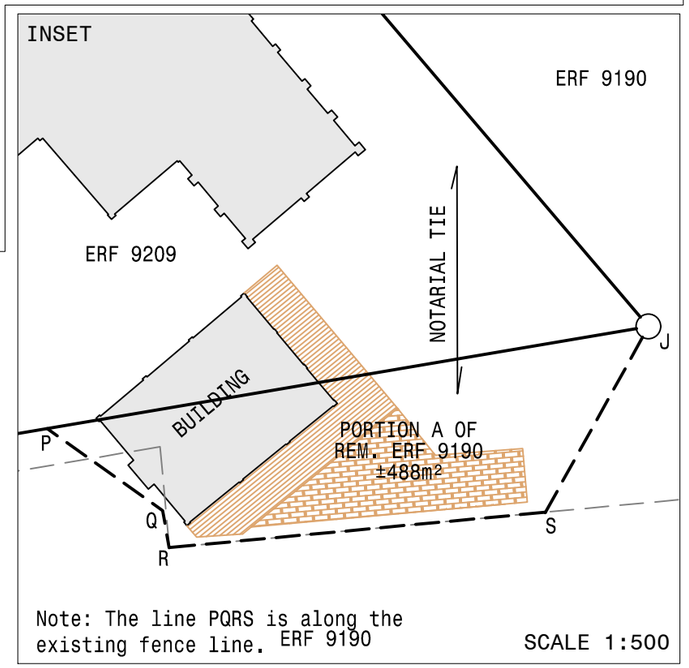
Following an approval of this application for a land transaction by Council, the rezoning, subdivision and consolidation of the land would have to be addressed in an application in terms of the Stellenbosch Municipality: Municipal Land Use Planning Bylaw, 2023.

Yours faithfully

DUPRé LOMBAARD

Annexure A - Subdivision and consolidation plan





Land unit	Figure description	Area	Current Use	Current Zone	Rezoning
Existing properties					
Remainder erf 9190, Stellenbosch	See plan of proposed subdivision	33.0866 ha	Technopark	Special Zone 1: Technology or Science Park	
Protea Hotel Stellenbosch: Sectional title units and common property of Protea Hotel Stellenbosch Sectional Title Scheme (Previously Erf 9209, Stellenbosch)	A, B, C, D, E, F, G, H, J, K	3.0000 ha	Protea Hotel	Specific Business: Hotel and offices	
Proposal					
Portion A: a portion of remainder erf 9190	P, S, R, Q, J	±488m²	Protea Hotel (building encroachment)	Special Zone 1: Technology or Science Park	To be rezoned to Specific Business: Hotel and offices, transferred to Protea Hotel Body Corporate and included in common property of Protea Hotel Sectional Title Scheme by notarial tie
Final layout					
Protea Hotel Stellenbosch: Notarial tie of Portion A with Sectional Title Scheme Protea Hotel Stellenbosch: Proposed total area of Protea Hotel non-building common property	A, B, C, D, E, F, G, H, J, S, R, Q, P, K	±3.0488 ha			
Remainder of erf 9190 after deduction of Portion A	See plan of proposed consolidation	±33.0378 ha			

building

pergola

paving

boundary line

proposed subdivision

TN

Caveat

1. Any areas and dimensions are provisional and will be finalised at time of subdivision survey.
2. All levels are to be confirmed prior to construction.

Scale 1:1000	Date: 15 Mar 2024	Contours: n/a	System: WG 19

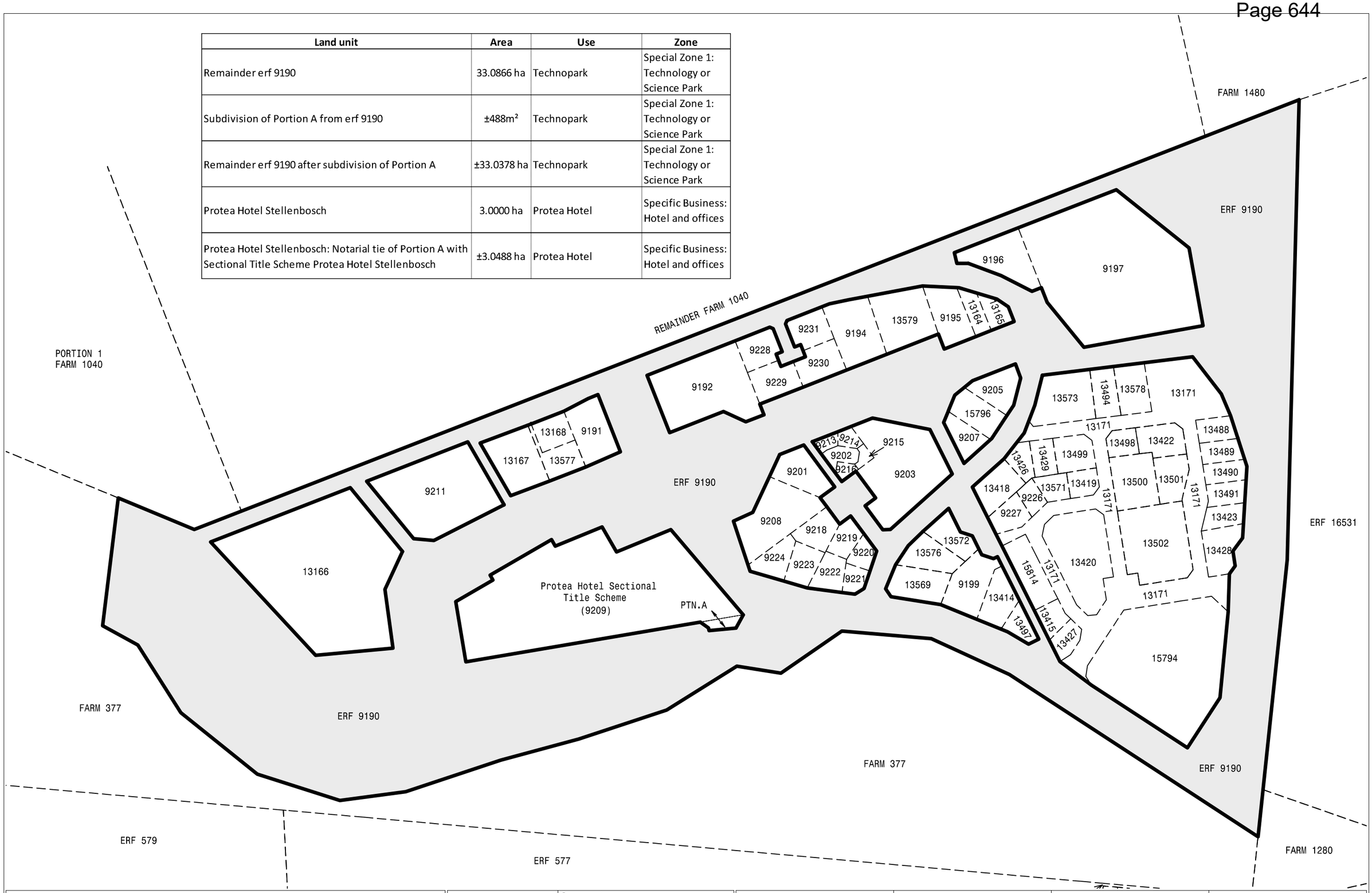
Proposed Subdivison and Notarial Tie
Remainder Erf 9190 and Erf 9209
Stellenbosch

Ref: ERF9209F | Dwg:PR-ON - REV4.DWG

friedlaender, burger & volkmann
PROFESSIONAL LAND SURVEYORS, SECTIONAL TITLE CONSULTANTS, MAPPING CONSULTANTS
Stellenbosch House 4, Perryvale, 7600 T +27 21 8864004 Cape Town 150 St. George's Mall, 8000 T +27 21 0071851
Riebeek Kasteel 3 Bergzig, Wafer Street, 7300 T +27 22 4481024
enquiries@fbvsurvey.co.za • www.fbvsurvey.co.za

Annexure B – Locality plan

Land unit	Area	Use	Zone
Remainder erf 9190	33.0866 ha	Technopark	Special Zone 1: Technology or Science Park
Subdivision of Portion A from erf 9190	±488m²	Technopark	Special Zone 1: Technology or Science Park
Remainder erf 9190 after subdivision of Portion A	±33.0378 ha	Technopark	Special Zone 1: Technology or Science Park
Protea Hotel Stellenbosch	3.0000 ha	Protea Hotel	Specific Business: Hotel and offices
Protea Hotel Stellenbosch: Notarial tie of Portion A with Sectional Title Scheme Protea Hotel Stellenbosch	±3.0488 ha	Protea Hotel	Specific Business: Hotel and offices



denotes final boundaries after land swop

TN

Caveat

1. Any areas and dimensions are provisional and will be finalised at time of subdivision survey.
2. All levels are to be confirmed prior to construction.

Scale 1:4000 @A3	Date:08 April 2024	Contours:NA	System: WG 19

Proposed Subdivison and Notarial Tie
Remainder Erf 9190 and Erf 9209
Stellenbosch

Ref:ERF9209F | Dwg: PROPOSED REMAINDER ERF 9190 - rev4.dwg

friedlaender, burger & volkmann
PROFESSIONAL LAND SURVEYORS, SECTIONAL TITLE CONSULTANTS, MAPPING CONSULTANTS
Stellenbosch House 4, Pietyvale, 7600 T +27 21 0864004 Cape Town 150 St. Georges Mall, 8000 T +27 21 0071861
Riebeek Kasteel 5 Bergzig, Wolfer Street, 7307 T +27 22 4481624
enquiries@fbvsurvey.co.za • www.fbvsurvey.co.za

7.4	**FINANCIAL SERVICES: (PC: CLLR J FASSER)**

7.4.1	**FEEDBACK REPORT ON THE INCA CAPACITY BUILDING FUND STUDY TOUR TO SWITZERLAND FROM 7 TO 15 JUNE 2024**

Collaborator No:
IDP KPA Ref No: **Good Governance and Compliance**
Meeting Date: **24 July 2024**

1. SUBJECT: FEEDBACK REPORT ON THE INCA CAPACITY BUILDING FUND STUDY TOUR TO SWITZERLAND FROM 7 TO 15 JUNE 2024

2. PURPOSE OF REPORT

To provide feedback on the INCA Capacity Building Fund Study Tour to Switzerland that took place from 07 June to 15 June 2024.

3. DELEGATED AUTHORITY

Council

4. EXECUTIVE SUMMARY

Subsequent to the INCA Capacity Building Fund's Summer School held in 2022 and the Summer School held in 5 – 7 February 2024, INCA Capacity Building Fund (ICBF), an invitation was extended to undertake a study tour to Switzerland from 7 to 15 June 2024.

The ICBF Summer School has become one of the flagship projects of the ICBF, along with the Study Tour of which a number have taken place over the past twenty-six years.

The Chief Financial Officer, Mr Kevin Carolus, was nominated as one the 6 municipal Chief Financial Officers to form part of the INCA study tour. The objective of the study tour is to have a dialogue with a South African group of municipal financial practitioners, who can represent the municipal sector and who are knowledgeable on the challenges municipalities are facing in South Africa.

The Study Tour aims to create the opportunity for South African municipal practitioners to have a meaningful dialogue with their international counterparts and to be exposed to international approaches and practises, that shape the towns and cities, and deliver key services in an effective and sustainable way.

The Study Tour held in June 2024, of which the highlights are captured in the attached report, was the first ICBF Study Tour to Switzerland. The study group consisted out of six (6) Chief Financial Officers, who represented the municipalities of Cape Town, Stellenbosch, Langeberg, George, Bitou and uMhlathuze.

5. RECOMMENDATION

that Council takes note of the INCA Capacity Building Study Tour Report 2024 attached hereto as **ANNEXURE "A"**.

6 DISCUSSION / CONTENTS

6.1 Background

Following the INCA Capacity Building Fund's Summer School held in 2022 and the Summer School held in Johannesburg from 5 – 7 February 2024, INCA Capacity Building Fund (ICBF), is undertaking a study tour to Switzerland from 7 to 16 June 2024. During the attendance, officials were selected to participate in the study tour.

The Chief Financial Officer, Mr Kevin Carolus, was nominated as one the 6 municipal Chief Financial Officers to form part of the INCA study tour. The objective of the study tour is to have a dialogue with a South African group of municipal financial practitioners, who can represent the municipal sector and who are knowledgeable on the challenges municipalities are facing in South Africa

The Study Tour aims to create the opportunity for South African municipal practitioners to have a meaningful dialogue with their international counterparts and to be exposed to international approaches and practises, that shape the towns and cities, and deliver key services in an effective and sustainable way.

6.2 Discussion

Following the ICBF Summer Schools held on 21 November 2022 until 23 November 2022 and 05 February 2024 until 7 February 2024, an ICBF Study Tour to Switzerland took place from 07 June 2024 until 15 June 2024.

The ICBF Summer School has become one of the flagship projects of the ICBF, along with the Study Tour of which a number have taken place over the past twenty-six years. The latter serves the purpose to create the opportunity for South African municipal practitioners to have a meaningful dialogue with their international counterparts and to be exposed to international approaches and practises, that shape the towns and cities, and deliver key services in an effective and sustainable way.

The Study Tour held in June 2024, of which the highlights are captured in this report, was the first ICBF Study Tour to Switzerland. The study group consisted out of six (6) chief financial officers, who represented the municipalities of Cape Town, Stellenbosch, Langeberg, George, Bitou and uMhlathuze.

The South African group of chief financial officers utilised this opportunity to first-hand present the latest economic and financial developments in South Africa and its impact on municipalities to the executive of SECO (State Secretariat for Economic Affairs), as one of the key development cooperating partners for South Africa, as well as to their partners (Urbanplan, Transitec, ENCO, the Hochschule Luzern).

The purpose of the Study Tour was to expose the South African delegation to:

- The innovative strategies that were developed to enhance sustainable urban development and economic growth,
- efficient and interconnected mobility solutions in public transport and its catalytic role in urban development, as well as

- the shift towards cleaner, greener energy sources, and dealing with the energy crisis facing us, as well as the attempts to minimize the effect growing urbanization and modern lifestyle have on the environment and global warming.

The delegation visited Interlaken, Bern, Lausanne, Lucerne and Zurich, and in addition to specific professional work-related insights gained, the delegation also benefited from the general enriching experience of visiting Switzerland and being exposed to the Swiss ways of doing things. (None of the South African CFO's in the delegation have visited Switzerland before).

Stellenbosch Municipality presented the Adams Tas Corridor, the Inclusionary Zoning Policy and the work done on Land Value Capture. Switzerland's planning policies and methodologies are similar to that South Africa and what is currently implemented in the Adam Tas Corridor.

6.3 Financial Implications

All expenses were paid by INCA through their capacity building fund. Stellenbosch Municipality covered the daily allowances in line with Council approved Cost Containment Policy.

6.4 Legal Implications

None

6.5 Staff Implications

None

6.6 Previous / Relevant Council Resolutions:

None.

6.7 Risk Implications

None.

ANNEXURES

Annexure "A": INCA Capacity Building Fund Study Tour Report 2024

FOR FURTHER DETAILS CONTACT:

NAME	Kevin Carolus
POSITION	Chief Financial Officer
DIRECTORATE	Financial Services
CONTACT NUMBERS	021 808 8528
E-MAIL ADDRESS	Kevin.Carolus@stellenbosch.gov.za
REPORT DATE	18 July 2024

ANNEXURE A

INCA
CAPACITY
BUILDING FUND

STUDY TOUR REPORT 2024

07 June 2024 – 15 June 2024

Interlaken – Bern – Zurich

The Study Tour sponsored by:

Schweizerische Eidgenossenschaft
Confédération suisse
Confederazione Svizzera
Confederaziun svizra

Swiss Confederation

Federal Department of Economic Affairs,
Education and Research EAER
State Secretariat for Economic Affairs SECO

1. CONTENTS

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2. Highlights of Study Tour and key take-aways for application by Study Tour delegates 4

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CLOSE OUT REPORT

ICBF Study Tour to Switzerland (7 June 2024 – 15 June 2024)

1. INTRODUCTION

Following the ICBF Summer Schools held on 21 November 2022 until 23 November 2022 and 05 February 2024 until 7 February 2024, an ICBF Study Tour to Switzerland took place from 07 June 2024 until 15 June 2024.

The ICBF Summer School has become one of the flagship projects of the ICBF, along with the Study Tour of which a number have taken place over the past twenty-six years. The latter serves the purpose to create the opportunity for South African municipal practitioners to have a meaningful dialogue with their international counterparts and to be exposed to international approaches and practises, that shape the towns and cities, and deliver key services in an effective and sustainable way.

The Study Tour held in June 2024, of which the highlights are captured in this report, was the first ICBF Study Tour to Switzerland. The study group consisted out of six (6) chief financial officers, who represented the municipalities of Cape Town, Stellenbosch, Langeberg, George, Bitou and uMhlathuze.

The South African group of chief financial officers utilised this opportunity to firsthand present the latest economic and financial developments in South Africa and its impact on municipalities to the executive of SECO (State Secretariat for Economic Affairs), as one of the key development cooperating partners for South Africa, as well as to their partners (Urbanplan, Transitec, ENCO, the Hochschule Luzern).

The purpose of the Study Tour was to expose the South African delegation to:

- The innovative strategies that were developed to enhance sustainable urban development and economic growth,
- efficient and interconnected mobility solutions in public transport and its catalytic role in urban development, as well as
- the shift towards cleaner, greener energy sources, and dealing with the energy crisis facing us, as well as the attempts to minimize the effect growing urbanization and modern lifestyle have on the environment and global warming.

The delegation visited Interlaken, Bern, Lausanne, Lucerne and Zurich, and in addition to specific professional work-related insights gained, the delegation also

benefited from the general enriching experience of visiting Switzerland and being exposed to the Swiss ways of doing things. (None of the South African CFO's in the delegation have visited Switzerland before).

Whereas this close out report serves the purpose to provide feedback to the ICBF and SECO and to assist in shaping their support to the municipal sector, it also serves as a reference for the members of the Study Tour to follow up on or to discuss amongst themselves and their executives those lessons learned and insights gained.

2. HIGHLIGHTS OF STUDY TOUR AND KEY TAKE-AWAYS FOR APPLICATION BY STUDY TOUR DELEGATES

2.1 EXPOSURE TO THE AGGLOMERATION PROJECT AS PRESENTED BY IGOR ANDERSON (URBANPLAN) AS AN EXAMPLE OF INNOVATIVE STRATEGIES AND APPROACHES FOR SUSTAINABLE GROWTH:

The Swiss Initiative emphasizes the need for cooperation amongst National, Provincial and Local Government in the execution of a countrywide policy development initiative. In the Swiss context, it came down to a process whereby the federal level of government use mechanisms to prevent the local or lower level of government expanding their footprint. In the process, agricultural land is protected whereas densification is enhanced and the latter utilised as an engine of growth and efficiency gains are achieved.

Feedback by delegates of the Study Tour:

- The presentation and tour itself provided a transformative experience that offered deep insights into agglomeration and spatial development. I got a sense that Switzerland is on the forefront of efficient and sustainable urban planning. I noticed that agglomeration (we called it a Swiss term with some Swissness) in Switzerland revolves around the strategic clustering of economic activities and residential areas to optimize resources, enhance connectivity and stimulate economic growth. Bern was just an excellent example of this where they have mastered the art of creating vibrant, economically dynamic regions through well-planned agglomerations. Economic hubs such as Welle Seven focus on concentrating businesses, educational institutions, and research centres in specific areas and by this they create economic hubs that drive innovation and economic growth. This also fosters a sense of community and reduces the need for long commutes.

- The experience and exposure to urban planning as a finance person gave me a different perspective about our participation and /or contribution as CFO's in planning related matters. Switzerland is well advanced in the area of urban planning and their plans are long term as opposed to our local scenario. Switzerland is an urbanised country with 86% of the Swiss population living in urban areas. What was also interesting for me was that there is always a balance in the Swiss planning between centralized and local level. In Switzerland, agglomeration is a concept that is well advanced, and it brings together mobility, housing and economic activities and it works. From a planning perspective Switzerland do not have high rise buildings due to the culture and not deliberate planning (I found that a bit odd until it was explained). In so far as public participation is concerned South Africa does see the public as a very important stakeholder, however, in some instances its more of a tick box exercise. Yet in Switzerland the communities (their municipalities) have a massive say.

  Take aways:
  - South Africa has a silo mentality and although constitutional rights exist, no proper authority (provincial and local) is executed. This creates the disparities that we see in our different towns.
  - South African transportation system is a bit complex, however with the right champion in the form of a law, the current status of our transport systems would slowly become more integrated.
  - South African needs to revive the rail transportation system which was aimed at connecting the different cities whilst also providing a mode of transport to the cities.

- Agglomeration as a term can most probably be defined as an incentive to work together to solve common issues or matters of interest, as there are monetary (taxation and other financial) benefits associated with the agglomeration agreements. From these agreements and the way in which it is aimed at achieving a common goal, it is clear that we are way behind in our collaboration between the 3 spheres of government. We, in actual fact, have another "non-functioning" layer in the district municipalities that really provide no coordination (with the exception of a regional landfill here and there) between municipalities in the same district.

  We have a tendency to be protective over our functions and responsibilities as a collaboration seems to threaten the power base. Probably the most significant stumbling block in achieving common goals and resolving issues cutting across the 3 spheres of government, is exactly the protection of the

power base and self-interest. An incentive scheme would most probably pay dividends, yet the current legislative framework restricts that from happening, and perhaps a revision of the framework in which we operate should be considered.

- The key that was focused on was that Switzerland could not continue to consume their agricultural land and found mechanisms using the federal level to prevent the lowest level of government from expanding their footprint. In SA there is no direct influence over densification. It is rather left to the economics of infrastructure and lesser funding available to continue to roll out bulk services. Densification is driven by our spatial plans and encouraged by National Government using our conditional grants. Switzerland are used to height buildings which complicates their densification of space as well, whilst South Africa does not seem to bother about this part and only building costs are really relevant. What was interesting to note is that there is a cost to air rights. Switzerland uses a central pot of money to increase competition between cities and regions. SA will continue to find efficient and subsidised ways of getting communities to economic opportunities and must continue to encourage economic opportunities where communities are.

- I will add the following points from my perspective:
    - "Agglomeration" is the key pillar that unites Switzerland in their vision of what they are working towards for the future.
    - It has a very strong focus on ensuring agreement amongst stakeholders beforehand. "Saam werk, saam trek". One Team, One Vision.
    - I enjoyed how their projects and decisions are data analytics driven – we don't always have access to that in our environments.
    - In SA we definitely need to be more united in our efforts. As was mentioned before, we are too focused on our own self-interests and preservation thereof. We can learn from the Swiss method of direct democracy to engage our communities, as well as local, provincial and national stakeholders to ensure a more unified vision is achieved.
    - The Swiss seem to accept and require the principle that "everyone must agree before we go ahead and do it" and the cantons and federal government uses their funding support to encourage this agglomeration. It is amazing to see this work and certainly a model that we can strive towards in SA where we tend to be more dictatorial in our ideas of what is supposed to be done, when and by who. The Swiss have matured their IGR model and sets a desirable example for SA to follow.

- As was pointed out – centralising the funding pot will draw the efforts in closer to ensure conformity and increase competition for resources.
- Using spatial development as a tool to focus and drive economic development is very advanced in Switzerland. As finance practitioners we can influence this area by being more involved in the process and using our tool, such as the capital expenditure framework and long term financial plans, to focus the municipal efforts.
- The fact that the SBB railway system is so advanced and has become the backbone of Swiss mobility and transport stands in stark contrast to where Transnet currently is. Imagine how much positive impact a fully functioning railway network can have in our country. For example the waste to energy (incineration) plants – we could transport in all the waste you can burn if the railway network was functioning properly.

2.2 INTERMODAL PUBLIC TRANSPORT / SUSTAINABLE TRANSITION WITHIN THE TRANSPORT SECTOR AND THE ESSENTIAL ROLE PLAYED BY TRANSPORT INFRASTRUCTURE AS A CATALYST FOR MULTIMODAL DEVELOPMENT HUBS WAS ONE OF THE KEY FOCUS AREAS OF THE STUDY TOUR

The delegation was exposed to Bern main station / Zurich main station / the multimodal development hub Westside Bern / the development of the Europaallee adjacent to Zurich's main station / the welle7 next to the station in Bern and the discussions by Alexandre Machu of Transitec. The delegation shared with the Swiss specialists the Adam Tass Corridor development, a Stellenbosch initiative and the intention to de-motorise the centre of Stellenbosch.

The Following was some comments and observation from delegates:

- South African municipalities have the potential to get it right. In fact efforts to have proper Capital Expenditure Frameworks with Long Term Financial Plans can be a start to bring the changes that are needed. I for one believe Richards Bay has an opportunity of providing proper public transportation from the main town to the designated waterfront and beach area. I also agree that we need to rethink our SDF to include mobility strategies, although in our SDF we have an arterial master plan which is not as explicit as a specific mobility strategy that informs the SDF. I will from my office ensure full participation especially in urban planning and will try and influence some phase in approach to transportation within the city, especially the short distances.

- I am of the opinion that we need to rethink our SDF's to include mobility strategies as a priority to enable economic growth and unlock development.

We tend to think in the present only and forget the long game, the developers in general are profit driven to the extent that they attempt to “strong arm” municipalities into forfeiting development and augmentation contributions under the banner of economic progression and opportunities being created, whereas the municipalities in the long term are footing the bill for infrastructure maintenance and operations. For me it was clear that the catalyst is the mobility strategy that enables economic opportunity. We need to rethink the way in which we perceive the role that the public transport system plays in bringing people closer to economic opportunity and also creating economic opportunity. Our CEF’s aren’t built around mobility but rather focusses mainly on basic services being water, sanitation and electricity. Roads are the main infrastructure available in rural mobility strategies, but are not getting preference as the demand for basic services seems to take priority over mobility, and a mind shift is necessary if we want to include mobility as a catalyst.

- The tour created a lot more emphasis on getting rail right as the real catalyst to allow for development opportunities and commuter experience. The Civic area, main train station provides this opportunity together with parts of the infrastructure on the CoCT rail network. A catalytic area for the CoCT is the Bellville interchange which has the commuter magnitude of the main train station in the City. Transfer to other modes is, however, unsafe and enabling cycling as a mode of transport would not be successful right now. What must be sorted is that the rail function is broken, and this creates horrible realities for road via deteriorating infrastructure and congestion. Currently the city is evaluating the function of rail = the city advocates to take over the rail and is costing the function – in terms of our legislation the funding must follow the function – currently run by national government. Even if there is a good reason to transfer the function to the City, the sticking point will be the funding. Apart from rail is the metro south-east expansion for the BRT – the transfer stations of this function are not all economic hubs and limit inter mobile considerations – transitioning from bus say to bike. My focus currently is to understand the inter mobile connections and drive and work with transport professionals to enable a better experience by commuters and preserve current infrastructure like tar roads.

  The fact that we commuted the entire week by using only public transport is amazing.

  The strategic approach is very different from SA – probably due to the reduced footprint of Switzerland. The Government realised and deliberately focussed

on connecting the four main economic centres via rail, supplemented by intra-city transport solutions like the trams, busses and bicycles.

I observed that especially in Bern, there were very few overweight people caused by the accepted norm that you walk and bike where you need to go.

It will take a massive mindset shift in our country to convince people, including ourselves, that you should walk a couple of kilometres a day to work and back. Not just due to us being used to driving, but also due to the safety concerns we face. I saw many kids riding the trains and trams on their own.

The transportation hubs connect all the various modes of transport – bikes, bus, train, bus, car and walking. The shopping mall approach around these transportation hubs makes sense and greatly simplifies the daily grind for many commuters. We can learn from this strategy in our SDF.

The advanced public participation (agglomeration) is so effective in ensuring a common set of goals is achieved.

2.3 ENERGY TRANSITION: SHIFTING TOWARDS CLEANER GREEN ENERGY SOURCES.

The aspect of the transition in the energy sector and specifically the electricity sector and its financial impact on municipalities was identified by the South African delegation as a main issue. The observation that even Switzerland is looking for the best sustainable green energy solution that is affordable, underpins the fact that the energy crisis is an international issue and lasting solutions need to be found. Switzerland is blessed with water from which hydro power is generated.

This topic will most likely feature again in one of the sessions in the ICBF Summer School to be held later this year.

- The presentation on alternative sources of energy was good, especially their energy mix (rivers 24.4%, water storage 28.4%, nuclear 36.4% and 10.8% other renewable & fossil gas). The Swiss have a clear strategy and target setting, in that by 2050 zero target for green house emission and 75% by 2030 that is fossil and nuclear and by 2050 only water and renewable will be the main source. Now that is proper planning with timelines. In the case of RSA, in most municipalities' energy is the main source of income and the current dispensation where people can have alternative sources of energy poses a risk to municipal revenues not unless, like in the case of Cape Town. energy can

still be sold back to the City. I think the move to alternatives requires proper legislation and bylaws. South Africa can learn from the Swiss and possibly inject a lot of money to subsidize and build green infrastructure in the long run.

- This was quite interesting, as the Swiss generate nearly 60% of their energy from hydro and most of the remainder by nuclear. Their exposure to fossil fuels represents an insignificant portion of power generated. We have a different challenge in moving from unreliable fossil fuels to green energy, most of which to date was provided through private investment and initiatives and mainly SSEG (rooftop solar installations). We are yet to accurately calculate the impact of this in an environment where unavailability of supply played a huge factor. We can only rely on trend analysis over plus minus 15 years that indicate the lack of growth in units of energy purchased and sold to include in our scenario planning. It is of essence that we use these planning tools to make forward projections in energy demand and revenue, also very important is tariff structuring through COS (Cost of Supply) studies to analyse the cost elements and appropriately recover overheads and network costs through tariff setting. If this is properly done, the decline in energy purchased and sold would not impact as negatively on the municipal revenue stream. Also bear in mind that in general, municipal electricity surpluses have diminished over time and there is currently very little reliance on surpluses generated by the electricity service to cross subsidize other services. Buy-back from customers are part of most municipalities SSEG policies, but the principle of net consumption by the customer remains a requirement.

- I would be grateful to see a full session on financial sustainability of the electricity service and a municipality once the dust settles. I arrived back really not happy to wait for scenario planning in this space. My team has been assembled and will start reporting back to me on the model they will build but using cash as a basis – which is simply to augment with accrual at a later stage. The City was at an advanced stage of understanding all the moving parts and how they relate together. I believe in a months time we should have scenario's being considered so that we know where to push hard and where to hold back. One does not have to receive approval to buy back electricity from SSEG installations. It is however a supply function and the providers must be brought on board via a SCM deviation process which is rather simple. We do provide a premium above the 40% of cost of Eskom as explained in the presentation on the day to encourage linking in for the purchase of surplus electricity. The Ghana example presented by experts in one of the sessions is true for South Africa as well. The finance professionals are creating a stumbling block because of financial sustainability insecurity – important to

have models to define outcomes to set finance professionals at ease and to give them a chance to advise on funding models, continued trading services and driving advocacy programme at the level of NERSA and national government addressing the pricing structure of ESKOM.

More engagement on the de-risking of PPP's and costing models that make PPP's successful versus internal provision of services was a requirement expressed by the South African delegation. This is something to be included in the next Summer School.

- Switzerland is blessed to be able to generate so much of its electricity demand from hydro. It liberates them to have electric trains and trams as the backbone of their mobility and transport structure.

  We have the sun, and lots of it. We should leverage that advantage and cover the entire Northern Cape in PV panels, 6 feet deep. Our Go Green will be brown – like the Karoo.

  Where we keep running into brick walls is when we expect private sector to get into this space without being able to offer them surety for long term contracts. Eskom shifts the goal posts as needed to regulate their distribution network, and ultimately the lack of a competitor to them brings all the fancy dreams and schemes out there, right back to their preferred terms.

  I believe long term IPP PV and Battery Energy Storage (BESS) contracts will force the transformation of our energy crisis into a better space and lay the foundation to uplift our transport and mobility infrastructure.

  If there is one area I think SECO can make a massive impact in South Africa then it is in this arena. Putting up municipal owned electricity infrastructure, independent from Eskom's network, and then supplying PV/BESS to those ringfenced areas, which could later grow in size to cover entire towns.

  Municipalities simply don't have the required resources to build their own energy generation solutions. The maintenance, finance costs and vast array of local government legislation is just restrictive.

  SSEG is fantastic to encourage the public to go green, sell back the excess and make some money, but we need to exponentially grow the IPP alternatives to reduce our reliance on Eskom – with the resultant drop in profit on electricity sales for municipalities. Unlocking new revenue streams is essential and I

believe the MFMA needs to be revised to give municipalities greater options to earn revenue from trading, farming and other economic activities besides rates and taxes. If municipalities could secure electricity from IPP and manage their own networks independent of Eskom, revenue would be unlocked and be secured.

The feedback during the Study Tour after the presentation on partnerships between public and private related to energy and other services, was very positive. Suggestions were made that we should invite the person dealing with this topic during the Study Tour to run a MasterClass or take part in the next Summer School.

2.4 THE DYNAMICS AND CHANGES IN SOUTH AFRICA GIVEN ITS POLITICAL HISTORY AND DEVELOPMENT CHALLENGES CALL FOR EXCEPTIONAL LEADERSHIP INSIGHT AND CARRIAGE

During the Summer School held in February 2024, one session was dedicated to focusing specifically on the issue of leadership and what is called for. The Study Tour included a short visit to IMD (Number 1 or 2 ranked MBA School in the world for several years). Dr Hischam El-Agamy provided an insight into scenario planning and its role to ensure resilient cities. He made the insightful comment that there is a difference between forecasting and scenario planning. We were also exposed to the online courses available that focus on the executive. Hereunder are comments and the views of the delegation related to the aspect of scenario planning and potential to train local practitioners by international institutions:

- At first I thought scenario planning and forecasting were the same thing until Dr El-Agamy explained the difference. I also think scenario planning as research study would be beneficial to one and hope we will be discussing the same into the future.

- Again very interesting, scenario planning (the what if) as part of our budgeting and forecasting processes are of essence. As important as this is, I think our challenge is to convey the message to the elected public office bearers that hardly understand simple financial and economic principles. Perhaps its different in the metro, but at small local municipalities the level of understanding is just not there, making it extremely hard to convey the message. I don't think my municipality would consider paying for this unless it is co-funded or sponsored, as our bursary and study assistance policies

don't make provision for study through international learning institutions, no matter how well accredited. I will most certainly motivate to attend a masterclass and make a financial contribution if the opportunity arises.

- Scenario planning is important to give CFO's and other staff enough ammunition to be able to take risk and also assist them on what to monitor and be alert to. The pricing of IMD, however, is very expensive. Nevertheless, if an opportunity arose I would make a good effort to secure a slot to be educated in scenario planning. I can grow in this space. If there is space in the Summer School agenda I would grab it.

- Cost is restrictively high and in our demanding operational environments it would be difficult to secure finances and time to prioritize this, despite its obvious benefits. International study opportunities won't be funded by our municipality.

- Scenario planning is a mind shift from the traditional forecasting we are used to. I believe it is a more pragmatic approach and more sensible as variables are not always interdependent in the speed and manner in which they shift. A MasterClass on this topic will be of value and I would strive to attend.

3. SOME CONCLUDING REMARKS AND COMMENTS ON THE STUDY TOUR ITSELF AND THE TOPICS COVERED AND EXPOSURE PROVIDED TO THE SOUTH AFRICAN DELEGATION

The following comments and feedback from the delegates should be noted:

- I found the whole learning experience extremely useful. There was perhaps information overload, although the topics were well researched and interesting. The programme was really packed and I personally derived great value from it and I need to really express my sincere appreciation once again.

- What really stood out for me was the "purposeful design" of facilities, amenities, infrastructure, and mobility nodes. The Swiss aren't cleverer than we are, they just seem to be better at planning, decision making, execution and operations and most certainly embracing technological solutions in day-to-day activities.

- The Study Tour was not only a privilege but massive exposure for me. It assisted me to look at things in context. It is encouraging to learn that even Switzerland is still busy finding the answers to some issues. On the other

hand, I also got confirmation that the things we are starting to do in respect of integrated urban development and unlocking land value is the right approach.

- After this Study Tour, as CFO, I am going to have a more involved approach with the rest of Manco and I am going to see what we can do from a finance point of view to work with the planners and the engineers.

4. KEY COMMENTS FROM ATTIE VAN ZYL WHO ACCOMPANIED THE DELEGATION OF CFO'S TOGETHER WITH GERHARD PIENAAR OF SECO.

(To be discussed with SECO for future reference and follow up)

- The preparation of the Study Tour made a massive difference.
- The size of the delegation proved to be optimal.
- The topics identified and the information shared, was very useful.
- When looking at the cost of the Study Tour, it is not possible to have a Study Tour annually.
- The interaction and face to face discussions between the SA delegation and SECO head office staff was very useful.
- If possible, lessons learnt from this Study Tour and practical case study approaches followed that the delegates were exposed to like the West Side Bern multi land use complex, should be packaged and shown to selected municipalities dealing with similar development opportunities. (ie. Tshwane; George)
- Two specific aspects from this Study Tour should be carried through to the next Summer School. (The issue of scenario planning to provide perspective to longer term planning and development, and the PPP and approach to follow to de-risk a project/programme or development to attract private sector).
- Travel costs as it relates to flights and local travel in Switzerland are expensive and we under budgeted for the Study Tour. Accommodation proved very good and from a logistical viewpoint, worked well.
- Lastly from a business opportunity viewpoint, the app used to travel on public transport in Switzerland is potentially something that can be brought to South Africa, especially if we could include this in the mini bus taxi industry as part of South Africa's public transport system.

7.5	**HUMAN SETTLEMENTS: (PC: CLLR R DU TOIT)**

NONE

7.6	**INFRASTRUCTURE SERVICES : (PC :)**

7.6.1	**STATUS REPORT ON THE ALTERNATIVE ENERGY GENERATION PROGRAMME – JUNE/JULY 2024**

Collaborator No: **770262**
IDP KPA Ref No: **Good Governance and Compliance**
Meeting Date: **24 July 2024**

1. SUBJECT: STATUS REPORT ON THE ALTERNATIVE ENERGY GENERATION PROGRAMME – JUNE/JULY 2024

2. PURPOSE

For Council to note the progress of the Municipality's as well as Provincial Government initiatives regarding the loadshedding mitigation which is underway to reduce the impact of electricity loadshedding in the Municipality.

3. DELEGATED AUTHORITY

Municipal Council.

4. EXECUTIVE SUMMARY

4.1 Eskom in 2022-23, advised the Municipality to prepare an application to serve at their Loadshedding Committee, for the Municipality to be considered as a curtailment customer. Upon receipt of the said application, Eskom then rejected the application. A follow up meeting was held with Eskom and the outcome was that a revised application had to be resubmitted for representation to the Eskom Loadshedding Committee. The draft application was submitted to Eskom on 07 March 2024 and is due to serve at the Eskom Loadshedding Committee. Though the indication from Eskom was that this application would serve at the April 2024 Loadshedding Committee, meeting confirmation has been received from Eskom that the application has not yet served. The Municipality is constantly following up with Eskom in the regard.

4.2 The Municipality has advertised a tender on 03 February 2024, for the possible purchase of 20MW of electricity from an Independent Power Producer (IPP), tender closed 28 March 2024. The service provider Lyners Consulting Engineers and the user department completed their technical evaluations and submitted these to Supply Chain Management after which the BEC was held on 9 July 2024 but has been rescheduled due to information of clarity that is required by the Committee.

4.3 The Supervisory Control and Data Acquisition (SCADA) project is on track with the implementation and the fitting of main substations with the additional equipment to enable remote monitoring (Phase 1). Six main substations have been brought online i.e.. Main 11 kV, Gholf 66 kV and 11 kV, Jan Marais 11 kV, Markotter 66 kV and 11 kV, Suidwal 66 kV and 11 kV and University 11 kV and Cloetesville 66 kV and 11 kV substations. Franschhoek substation will only come online in 2024-2025 financial year. Main, Markotter and University 66 kV substations' remote viewing are scheduled for completion in the 2024/2025 financial year pending the completion of the 66 kV circuit breaker replacement.

4.4 Municipal Court Building: Inverter has been successfully installed to ensure business continuity. All other municipal buildings that require alternative energy supplies are being investigated as part of the AEG initiatives. The municipality has successfully applied for grant funding of R5 million from DMRE Energy Efficiency Demand Side Management for 2024/25 financial year. This funding will be utilized for the installation of energy efficient lighting and smart/intelligent lighting devices/initiatives in Municipal offices and -buildings. These initiatives are driven by the South African National Energy Development Institute (SANEDI) & Department Mineral Resources and Energy (DMRE). This grant funding will also be utilized to ensure compliance to energy performance certificates (EPC's).

4.5 Emergency Loadshedding Relief Grant Expenditure: Groendal, Wemmershoek and Dwarsrivier generators were installed and commissioned at the end of March 2024. The loadshedding relief grant was expended in full at the end of April 2024.

4.6 The tender for the Stellenbosch Fire Station battery storage system closed on 26 February 2024. The tender was awarded on 17 May 2024. Construction work will be completed by 30 June 2025. The Main building and NPK buildings have been earmarked for Business Continuity Initiatives, which entails the installation of BESS, Hybrid Inverters and PV, investigations are currently underway. An assessment report with estimated costs to establish the feasibility of the implementation of the projects was submitted to the user department by the consultant and is currently under review before submission to the AEG Committee.

4.7 **Provincial Initiative to Establish a 50MW Solar Plant**

Provincial Government Western Cape (PGWC) has appointed a Project Manager and Transactional Advisory Consultancy Team to facilitate a possible 50 MW Independent Power Producers project, with the following deliverables:

- Inception report has been completed by the Project Team.
- Feasibility Study has been completed and is currently presented to various internal structures including Council.
- The service level agreement between Province, their Project Management service providers and the Municipality has been provided by PGWC and commented on by the Municipality.
- The Memorandum of Understanding between PGWC and Stellenbosch Municipality for the Energy Resilience programme has been signed and finalised.
- Concerns raised by Provincial Government regarding the Municipality's 20 MW IPP project re being addressed through engagements through the feasibility study workshop. The final item relating to the 50 MW MIPPP that will be submitted to Council would have addressed all the concerns raised by Provincial Government regarding the 20 MW IPP municipal project.

4.8 **Provincial Project: Municipal Pooled Buying initiative:**

The Provincial Government held a series of workshops with the Municipality's Legal, Financial and Technical teams. The Municipality has submitted comments during 2023 to PGWC. A follow up workshop is to be scheduled by PGWC by end March 2024. An updated final business case report compiled by PGWC was submitted to Stellenbosch Municipality officials for review on 24 April 2024 from Western Cape Provincial Government. The status quo of the Pooled Buying Initiative remains unchanged.

5. RECOMMENDATION

that Council notes the Alternative Energy Generation project updates identified by the AEG Committee and the latest progress with the Alternative Energy Generation projects in implementation at present.

6. DISCUSSION / CONTENTS

6.1 Background

Under previous circumstances, the Constitution did not allow Local Government to enter into the generation of electricity and the Electricity Regulation Act did not allow municipalities to purchase electricity from any company other than Eskom. Through the promulgation of Electricity Regulation Act Regulations, on 16 October 2020, this changed, and municipalities are now allowed to generate electricity and purchase electricity from other electricity providers other than Eskom.

6.2 Discussion

Progress to date on the various initiatives are as follows:

6.2.1 Outcome of Eskom Engagements

Various meetings and interactions have taken place with Eskom.

4.9 Eskom in 2022-23, advised the Municipality to prepare an application to serve at their Loadshedding Committee, for the Municipality to be considered as a curtailment customer. Upon receipt of the said application, Eskom then rejected the application. A follow up meeting was held with Eskom and the outcome was that a revised application had to be resubmitted for representation to the Eskom Loadshedding Committee. The draft application was submitted to Eskom on 07 March 2024 and is due to serve at the Eskom Loadshedding Committee. Though the indication from Eskom was that this application would serve at the April 2024 Loadshedding Committee, meeting confirmation has been received from Eskom that the application has not yet served. The Municipality is constantly following up with Eskom in the regard.

- As an immediate objective and for the proposed strategies to materialize, an agreement with Eskom on curtailment is still of crucial importance.

- As part of the long-term loadshedding mitigation strategy, the municipality will be initiating self loadshedding but for this to take place, it necessitates the installation of a Supervisory Control and Data Acquisition (SCADA) system and a fully operational manned control room.

- The objective is still to obtain approval from Eskom and sign an agreement as soon as possible. Without the approval from Eskom, the Municipality is at risk of not being able to implement any of the strategies to mitigate the impact of loadshedding.

6.2.2 Loadshedding Mitigation Investigations Concluded to Date

Extensive analysis has been undertaken and the following conclusions were reached:

6.2.2.1 Various strategies were investigated at the Alternative Energy Steering Committee:

- Installation of big renewable plants via Independent Power Producers (IPPs).
- Mass roll-out of consumer Small Scale Embedded Generation (SSEG) Photovoltaic (PV) systems.
- Energy switching by consumers.
- Energy efficiency of municipal facilities including streetlights.

6.2.2.2Various strategies that would qualify as load shedding mitigation were also investigated including the following:

- Use of batteries to store electricity in order to provide the required load during load shedding. This has been found to be not financially viable.
- Use of batteries plus a Solar (PV) station with batteries to curtail the required load to mitigate the impact of loadshedding were investigated and found to be not financially viable,

6.2.2.3 Extensive analysis has shown that it would be easier to mitigate the impact of load shedding by becoming a load curtailment consumer rather than being a self-load shedding consumer. The following strategies have been analyzed, and found to be affordable and qualify for load curtailment:

6.2.2.3.1 Large consumer load curtailment strategies together with own generation facilities.

- To enable load curtailment, the Municipality will have to design and implement tariffs to encourage participation by large consumers.

6.2.2.3.2Using the geyser remote control system – this has been found to longer be viable due to the Municipality not having received responsible bidders for the maintenance and extension of the system. The Municipality is in discussion with the Provincial Government to obtain alternatives. Until these engagements yield positive outcome, this project will be parked.

6.2.3 Proposed Load Curtailment Strategy

Taking the above into consideration the following load shedding mitigation strategy is proposed:

6.2.3.1 Load curtailment

Load Curtailment is usually for 4 hours from 14h00 to 18h00.

The large load curtailment consumers will be used to reduce the load by 10% from 14h00 to 18h00 during the majority of load curtailment days.

6.2.3.2 The geyser control system

Using the geyser remote control system – this has found to longer be viable due to the Municipality not having received responsible bidders for the maintenance and extension of the system. The Municipality is in discussion with the Provincial Government to obtain alternatives. Until these engagements yield positive outcome, this project will be parked.

In cases where curtailment is required for more than 8 hours per day or for higher stages of load shedding, the following will apply:

6.2.4 The maximum amount of load curtailment / geyser control will be used to meet the requirements. This may incur additional costs to the municipality in order to compensate the customer for the extended period they would be without hot water.

6.2.5 When all possible curtailment has been applied and the requirements are still not met, the municipality will have to apply self loadshedding. To enable to self loadshedding the following is required:

- A SCADA remote control facility equipped network
- A proper operating system control room.
- A minimum staff complement of x 4 System network operators with administrative support.

Due to the costs involved in above load curtailment strategies, it is also proposed to contract with an Independent Power Producer (IPP) with renewable power to supply 20 MW of power to the Stellenbosch Main substation. This will not assist with loadshedding mitigation but will reduce the Eskom bulk purchase expenditure and may thus reduce the total cost of load shedding mitigation strategies.

6.2.6 **Municipal Initiatives**

6.2.6.1 **Appoint Alternative Energy Independent Power Producers (IPP's)**

The Municipality has advertised a tender on 03 February 2024, for the possible purchase of 20 MW of electricity from an Independent Power Producer (IPP), tender closed 28 March 2024. The service provider Lyners Consulting Engineers and the user department completed their technical evaluations and submitted these to Supply Chain Management after which the BEC was held on 9 July 2024 but has been rescheduled due to information of clarity that is required by the Committee.

Possible second Tender: Three sites were identified by Stellenbosch Municipality with the view to establishing IPP's. The Municipality is continuing to facilitate a possible separate tender process to procure IPP's as follows:

- Erf RE/119 Idas Valley for possible Biomass.

- Erf 181/0 Stellenbosch (below reservoir) for possible photovoltaic site.

- Erf 279/0 Stellenbosch (Droëdyke site opposite the landfill) for a possible photovoltaic site.

As a result of extensive investigations that are still required to be conducted to ensure that the tender specifications adhere to the Municipality's needs and ensure the responsiveness of bidders, this tender will be the second tender to be issued. The Municipality is continuously engaging with other Municipalities who are also following the same process to learn from their experiences, but this tender will only be advertised once the evaluation and adjudication of the 20 MW IPP tender process have been concluded.

6.2.6.2 Implementation of Supervisory Control and Data Acquisition (SCADA)

The Supervisory Control and Data Acquisition (SCADA) project is on track with the implementation and the fitting of main substations with the additional equipment to enable remote monitoring (Phase 1). Six main substations have been brought online i.e. Main 11 kV, Gholf 66 kV and 11 kV, Jan Marais 11 kV, Markotter 66 kV and 11 kV, Suidwal 66 kV and 11 kV and University 11 kV and Cloetesville 66 kV and 11 kV substations. Franschhoek substation will only come online in 2024-2025 financial year. Main, Markotter and University 66 kV substations' remote viewing are scheduled for completion in the 2024/2025 financial year pending the completion of the 66 kV circuit breaker replacement.
An amount of R20 million has been budgeted for AEG initiatives for the 2024/2025 financial year which includes Phase 2 (remote switching at 66 kV substation and upgrading of some of the secondary substation infrastructure of the SCADA project).

6.2.6.3 Municipal Critical Buildings and Plants

The investigation for the most suitable alternative energy for the key infrastructure (water- and wastewater plants) to ensure continued service delivery is underway.

The progress on the four municipal buildings identified for business continuity is;

- Municipal Court – Battery backup installation (16 kVA inverter with 10 kWh battery back) has been installed.

- Fire Station – The tender for the supply and installation of a 100 kVA inverter and 400 kWh battery storage has been awarded on 17 May 2024 following the 21 day appeal period. The site kick-off meeting has been scheduled for 19 July 2024.

- NPK Building – Investigation for the most feasible option is underway
An assessment report with estimated costs to establish the feasibility of the implementation of the projects was submitted to the user department by the consultant and is currently under review before submission to the AEG Committee.

- Main Building –. Site visits have been conducted and the Department is in the process of procuring contractors to conduct repairs as well as to ensure compliance with EPCs.

6.2.6.4 Provincial Initiative to Establish a 50MW Solar Plant

Provincial Government Western Cape (PGWC) has appointed a Project Manager and Transactional Advisory Consultancy Team to facilitate a possible 50 MW Independent Power Producers project, with the following deliverables:

- Inception report has been completed by the Project Team.
- Feasibility Study has been completed and is currently presented to various internal structures including Council.
- The service level agreement between Province, their Project Management service providers and the Municipality has been provided by PGWC and commented on by the Municipality.
- The Memorandum of Understanding between PGWC and Stellenbosch Municipality for the Energy Resilience programme has been signed and finalised.
- Concerns raised by Provincial Government regarding the Municipality's 20 MW IPP project re being addressed through engagements through the feasibility study workshop. The final item relating to the 50 MW MIPPP that will be submitted to Council would have addressed all the concerns raised by Provincial Government regarding the 20 MW IPP municipal project.

4.10 **Provincial Project: Municipal Pooled Buying initiative:**

The Provincial Government held a series of workshops with the Municipality's Legal, Financial and Technical teams. The Municipality has submitted comments during 2023 to PGWC. A follow up workshop is to be scheduled by PGWC by end March 2024. An updated final business case report compiled by PGWC was submitted to Stellenbosch Municipality officials for review on 24 April 2024 from Western Cape Provincial Government. The status quo of the Pooled Buying Initiative remains unchanged.

The following deliverables are applicable to this process:

- Inception report has been completed by the Project Team.
- Feasibility Study concluded and workshop with municipal structures underway.
- The service level agreement between the Project Manager and the Municipality has been provided by PGWC and commented on by the Municipality.
- The Memorandum of Understanding between PGWC and Stellenbosch Municipality for the Energy Resilience programme has been signed.
- Concerns raised by Provincial Government regarding the Municipality's 20 MW IPP project re being addressed through engagements through the feasibility study workshop. The final item relating to the 50 MW MIPPP that will be submitted to Council would have addressed all the concerns raised by Provincial Government regarding the 20 MW IPP municipal project.

6.2.7 Decisions taken by the AEG Steering Committee on prioritized projects

- The Department to drive the process to get the geyser load control system fully operational and integrated into the control room however using the geyser remote control system – this has found to longer be viable due to the Municipality not having received responsible bidders for the maintenance and extension of the system. The Municipality is in discussion with the Provincial Government to obtain alternatives. Until these engagements yield positive outcome, this project will be parked.

- The Department to continue with the discussions with bulk consumers and develop details of the product to become load curtailment consumers. Until the outcome of the Load Curtailment application to Eskom has been received, further engagements have to be parked.

- The Department to continue with the IPP tender for 20 MW IPP at Main substation and the signing of a Power Purchase Agreement (PPA) to deliver power within 2 years after signing of the PPA. The tender is currently in the evaluation and adjudication stages.

- The Department to undertake another tariff and cost of supply study in line with the Alternative Energy initiatives for submission to NERSA.

- The Department to continue with investigations into the Small-Scale Embedded Generation (SSEG) impact and possible strategies and option to use SSEG consumer batteries as load shedding mitigation.

- The Municipality continues participating in the Provincial 50 MW IPP project

- The Municipality continues participating in the Provincial Pool Buying project

- The Department facilitates projects for the upgrading of the substations to enable self loadshedding.

- The Department conduct investigations on possible affordable network upgrades to absorb more than 20 MW into the network.

6.3 Financial Implications

This report has further financial implications to the municipality than what has been mentioned in this report, but the exact impact will only become known once all the investigations have been concluded. R20million in the 2024/2025 financial year has been budgeted for the implementation of the Alternative Energy initiatives to ensure that upgrades to the electrical network are conducted enabling Alternative Energy initiatives.

6.4. Legal Implications

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

6.5. Staff Implications

It is foreseen that 4 staff members would be required operate the control room which is required to manage self loadshedding.

A minimum staff complement of x 4 System Network Operators with Administrative support for the Network systems control room.

Further to the above, specialized technical staff would be required to facilitate and implement the loadshedding initiatives. The department has identified vacancies that are required for the implementation of Alternative Energy initiatives and also presented same to Management for consideration and approval.

6.6. Previous / Relevant Council Resolutions

23RD COUNCIL MEETING: 2024-06-14: ITEM 10.6.1

NOTED

the Alternative Energy Generation project updates identified by the AEG Committee and the latest progress with the Alternative Energy Generation projects in implementation at present.

"40TH COUNCIL MEETING: 2021-01-27: ITEM 11.5.1

RESOLVED (nem con)

(a) that Council approves the investigation into alternate methods of electricity generation and purchases.

(b) that Council approves the joint investigation to be done by University of Stellenbosch, Council for Scientific and Industrial Research (CSIR), and the Western Cape Government.

(c) that Council accepts the initiating of the following processes as may be required:

i. Municipal Systems Act, Section 78(1) processes

ii. Municipal Finance Management Act, Section 33 investigation processes

iii. Electricity Regulation Act, Section 13; and

(d) that Council considers the funding of such investigations and implementation of completed investigations within the determination of the 2021/22 budget process.

16TH COUNCIL MEETING: 2023-08-23: ITEM 11.6.3

NOTED

The progress of the Alternate Energy Generation initiatives and studies.

20TH COUNCIL MEETING: 2024-02-21: ITEM 11.6.1

NOTED

The Alternative Energy Generation strategies identified by the AEG Committee and the progress with the Alternative Energy Generation projects initiated.

6.7. Risks / Challenges: Implications and Mitigation:

- With both initiatives (Municipal 20 MW tender and Provincial 50 MW proposed tender) currently underway, Provincial Government has raised concerns about the Municipal 20 MW tender currently being evaluated. The PGWC were requested to submit their concerns in writing to the Municipality.

- A meeting was facilitated with the Provincial Government Heads of Department of the Department of Local Government, and Department of Infrastructure on 26th January 2024, to discuss the above matters.
- The implementation of the load shedding mitigation strategies is still subject to the approval of the municipality's load curtailment application by Eskom's Load Shedding Committee. Regular follow-up engagements are being held with Eskom and the Municipality's revised application is being finalised at present.
- To enable self-loadshedding, a significant capital investment will be required. The Department is implementing in phases the upgrades to the electrical network and has budgeted accordingly.
- The identified resources (vacancies and equipped operational control room) will be budgeted, for the strategies and initiatives to be realised.
- The existing ICT network infrastructure needs to be upgraded, but it will be a phased in approach over time, so that the existing bandwidth of the ICT network is sufficient to deal with the volume of the SCADA traffic. The ICT Department is investigating solutions to enable a functioning SCADA on the ICT network.
- The preliminary simulations investigation that was conducted by the Municipality's service provider revealed that the maximum suitable size for a solar plant without batteries that can be absorbed into the Stellenbosch network is 20MW.
- Therefore, for both the Provincial 50MW power plant and the 20MW Municipal power plant to be accommodated into the current Stellenbosch electrical network, upgrades will be required by the electrical network. These plants must be connected to the Main substation to be able to transfer the load to the various load centres. To enable the existing electrical network to absorb both the 50MW and 20 MW capacities at the Main Substation, the Department has submitted for consideration its proposed MTREF budget for the anticipated upgrades.

6.8. Comments from Senior Management:

Not circulated for comment.

6.8.1 Municipal Manager

Requested item on agenda**.**

FOR FURTHER DETAILS CONTACT:

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POSITION	***Senior Manager: Electrical Services***
DIRECTORATE	***Infrastructure Services***
CONTACT NUMBERS	***021 808 8770/ 021 808 8333***
E-MAIL ADDRESS	nombulelo.zwane@stellenbosch.gov.za
REPORT DATE	***12 July 2024***

7.6.2	**ANNUAL WATER SERVICES DEVELOPMENT PLAN PERFORMANCE- AND WATER SERVICES AUDIT REPORT: FINANCIAL YEAR 2022/2023**

Collaborator No: **770262**
IDP KPA Ref No: **Good Governance and Compliance**
Meeting Date: **24 July 2024**

1. SUBJECT: ANNUAL WATER SERVICES DEVELOPMENT PLAN PERFORMANCE- AND WATER SERVICES AUDIT REPORT: FINANCIAL YEAR 2022/2023

2. PURPOSE

For Council to note the Annual Water Services Development Plan Performance and Water Services Audit report for the Financial Year 2022/2023.

3. DELEGATED AUTHORITY

Municipal Council.

4. EXECUTIVE SUMMARY

Stellenbosch Municipality is required in terms of Section 18 of the Water Services Act, 1997 (Act No.108 of 1997), as well as the "Regulations relating to compulsory national standards and measures to conserve water", as issued in terms of sections 9(1) and 73(1)(j) of the Water Services Act, to report on the implementation of its Water Services Development Plan (WSDP) during each financial year and to include a water services audit in such an annual report.

The WSDP Performance- and Water Services Audit is designed to monitor the compliance of Stellenbosch Municipality with these regulations. It also assists the communities within Stellenbosch Municipality's Management Area and the DWS to assess how well the Municipality is performing relative to their stated intentions and their capacity. The Water Services Audit Report can be seen as an annexure to the Municipality's Annual Report. The Annual Report is compiled as required by the Local Government Municipal Systems Act, Act no 32 of 2000 (Section 46) and the Local Government: Municipal Finance Management Act, Act no 56 of 2003 (Section 121).

The water services of Stellenbosch Municipality are managed in a financially sustainable manner, with the operation and maintenance expenditure less than the income for the last four financial years. The operation and maintenance expenditure for sanitation services was less than the income for the three financial years up to 2021/2022, but not for the 2022/2023 financial year. The Operation and Maintenance budget allocated towards the rehabilitation and maintenance of the existing water and sewerage infrastructure however needs to be increased. An annual budget of approximately 2% of the CRC of the infrastructure should be allocated towards the replacement of existing infrastructure (Best Practice). In the case of the operations and maintenance of the systems, a budget of approximately 1% to 2% of the CRC of the infrastructure is typically required to ensure that the systems remain in good condition.

Stellenbosch Municipality performed above average with regard to wastewater quality management, with an overall Green Drop Score of 84% for DWS's 2021 Green Drop assessment. Four of the five systems have scored above 80% and all

five systems reside in the medium- and low risk CRR positions. Stellenbosch Municipality also performed well with regard to DWS's 2021 Blue Drop Progress Assessment (Drinking Water Process and Quality). The Blue Drop Risk Ratings for the five systems evaluated were 23.5%, 22.5%, 26.3%, 39.9% and 35.2%, which all fall in the low-risk category (<50%). The results of the latest Green-, Blue- and No Drop assessments (2022-2023) completed by the DWS still need to be published.

Stellenbosch Municipality successfully completed various capital projects over the last financial year. The capital budget expenditure, for the 2022/2023 financial year, was R73.907 million (89.2% of the budget) for the water infrastructure projects and R40.101 million (92.4% of the budget) for the sewerage infrastructure projects.

The implementation of the Municipality's WC/WDM measures over the last number of years and the water restrictions during the drought periods has been extremely successful, with an average annual decrease of 1.01% of the raw water volume for all the systems over the last fifteen financial years, from 12 818 Ml in 2007/2008 to 11.009 Ml in 2022/2023. The overall NRW for all the systems for the 2022/2023 financial year was 2 968 Ml (27.4%). The overall water losses for the last financial year were 2 622 Ml (24.2%). The Municipality is committed to continue with the implementation of specific WC/WDM measures to further reduce the current NRW and Water Losses.

The Western Cape experienced a severe drought over the period 2015 to 2017, with some relief during the 2018 to 2021 winter months. The drought over the period 2015 to 2017 reduced the assurance of supply from the WCWSS to Stellenbosch Municipality and also reduced the yield of the Municipality's own existing surface water resources. The Municipality therefore continued with the implementation of specific Water Conservation & Water Demane Management measures to lower the current water requirements and the planning for the augmentation of the existing water resources. A Bulk Water Resources: Drought Intervention Projects Study was completed in June 2019 for Stellenbosch Municipality. The Study included various recommended future resource augmentation projects for Stellenbosch Municipality.

Comprehensive Operational and Compliance Water Quality and Final Effluent Monitoring Programmes are implemented by Stellenbosch Municipality. The operational water sampling programmes of Stellenbosch Municipality complies with the minimum monitoring requirements of SANS:241-2: 2015 for the various WTWs and distribution systems. The overall percentage compliance of the water quality samples taken over the period July to June for the last three financial years are indicated in the attached report on page iii.

The overall Microbiological, Chemical and Physical compliance percentages of the final effluent samples taken over the last three financial years at all the WWTWs, as calculated against the authorisations, are summarised in in the report on page iii of the report.

A comprehensive Performance Management System and Customer Services and Complaints system are also in place. The SDBIP is the process plan and performance indicator / evaluation process for the execution of the budget. The SDBIP is being used as a management, implementation and monitoring tool that assists and guide the Executive Mayor, Councillors, Municipal Manager, Directors, Senior Managers and the community. The plan serves as an input to the performance agreements of the Municipal Manager and Directors. It also forms the

basis for the monthly, quarterly, mid-year and the annual assessment report and performance assessments of the Municipal Manager and Directors.

The Municipality has maintained a high and consistent level of service to its urban water consumers. After hour emergency requests are being dealt with by the control room on a twenty-four-hour per day basis. Requests are furthermore captured on an electronic mail or works-order system to ensure the execution thereof. A Customer Care Services Charter is also in place, which include the water and sanitation service standards, which Stellenbosch Municipality and its staff endeavour to meet and adhere to

5. RECOMMENDATION

that the Water Services Development Plan Performance- and Water Services Audit Report be noted by Council.

6. DISCUSSION / CONTENTS

6.1 Background

The WSDP Performance- and Water Services Audit is designed to monitor the compliance of Stellenbosch Municipality with these regulations. It also assists the communities within Stellenbosch Municipality's Management Area and the DWS to assess how well the Municipality is performing relative to their stated intentions and their capacity. The Water Services Audit Report can be seen as an annexure to the Municipality's Annual Report. The Annual Report is compiled as required by the Local Government Municipal Systems Act, Act no 32 of 2000 (Section 46) and the Local Government: Municipal Finance Management Act, Act no 56 of 2003 (Section 121).

Stellenbosch Municipality's Vulnerability Index for 2021 was indicated as 0.47 "Moderate Vulnerability" in the 2021 MuSSA. The areas of concern evident from the 2021 assessment are Operation & Maintenance of Assets (50.0%), Financial Management (50.0%), Staff Skill Levels (Technical) (55.0%) and Technical Staff Capacity (Numbers) (20.0%).

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Stellenbosch Municipality performed above average with regard to wastewater quality management, with an overall Green Drop Score of 84% for DWS's 2021 Green Drop assessment. Four of the five systems have scored above 80% and all five systems reside in the medium- and low risk CRR positions. Stellenbosch Municipality also performed well with regard to DWS's 2021 Blue Drop Progress Assessment (Drinking Water Process and Quality). The Blue Drop Risk Ratings for

the five systems evaluated were 23.5%, 22.5%, 26.3%, 39.9% and 35.2%, which all fall in the low-risk category (<50%). The results of the latest Green-, Blue- and No Drop assessments (2022-2023) completed by the DWS still need to be published.

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The overall Microbiological, Chemical and Physical compliance percentages of the final effluent samples taken over the last three financial years at all the Wastewater Treatment Works, as calculated against the authorisations, are summarised in in the report on page iii of the report.

A comprehensive Performance Management System and Customer Services and Complaints system are also in place. The Service Delivery Budget Implementation programme (SDBIP) is the process plan and performance indicator / evaluation process for the execution of the budget. The SDBIP is being used as a management, implementation and monitoring tool that assists and guide the Executive Mayor, Councillors, Municipal Manager, Directors, Senior Managers and the community. The plan serves as an input to the performance agreements of the Municipal Manager and Directors. It also forms the basis for the monthly, quarterly, mid-year and the annual assessment report and performance assessments of the Municipal Manager and Directors.

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6.2. Discussion

The water services of Stellenbosch Municipality is managed in a financially sustainable manner, with the operation and maintenance expenditure less than the income for the last four financial years. The operation and maintenance expenditure for sanitation services was less than the income for the three financial years up to 2021/2022, but not for the 2022/2023 financial year. The Operation and Maintenance budget allocated towards the rehabilitation and maintenance of the existing water and sewerage infrastructure however needs to be increased. An annual budget of approximately 2% of the Current Replacement Cost (CRC) of the infrastructure should be allocated towards the replacement of existing infrastructure (Best Practice). In the case of the operations and maintenance of the systems, a budget of approximately 1% to 2% of the CRC of the infrastructure is typically required to ensure that the systems remain in good condition.

Stellenbosch Municipality performed above average with regard to wastewater quality management, with an overall Green Drop Score of 84% for DWS's 2021 Green Drop assessment. Four of the five systems have scored above 80% and all five systems reside in the medium- and low risk Cumulative Risk Ratio (CRR) positions. Stellenbosch Municipality also performed well with regard to Department of Water and Sanitation's 2021 Blue Drop Progress Assessment (Drinking Water Process and Quality). The Blue Drop Risk Ratings for the five systems evaluated were 23.5%, 22.5%, 26.3%, 39.9% and 35.2%, which all fall in the low-risk category (<50%). The results of the latest Green-, Blue- and No Drop assessments (2022-2023) completed by the Department of Water and Sanitation still need to be published.

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6.4. Legal Implications

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

6.5. Staff Implications

There are no staff implications.

6.6. Previous / Relevant Council Resolutions

None.

ANNEXURES

Annexure 1 Acknowledgement of Receipt of the WSA by Stellenbosch Municipality

Annexure 2 Annual Water Services Development Plan Performance- and Water Services Audit Report: Financial Year 2022/2023

FOR FURTHER DETAILS CONTACT:

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DIRECTORATE	Infrastructure Services
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E-MAIL ADDRESS	shane.chandaka@stellenbosch.gov.za
REPORT DATE	11 July 2024

7.7	**PARKS, OPEN SPACES AND ENVIRONMENT: (PC: J WILLIAMS)**

NONE

APPENDIX 1

iX engineers
Infrastructure Excellence

31 Allen Drive, Loevenstein 7530
PO Box 398, Bellville 7535
South Africa
Telephone: +27 (0)21 912 3000

31 October 2023

Enquiries: JT Human
Our ref.: P085356
Your ref.:
File ref.: P08356-Letters-Final Submission

Department of Water and Sanitation
Private Bag X16
SANLAMHOF
7532

Attention: Mr Z Simawo

Dear Sir

ANNUAL WATER SERVICES DEVELOPMENT PLAN PERFORMANCE- AND WATER SERVICES AUDIT REPORT FOR 2022/23: STELLENBOSCH MUNICIPALITY

Attached hereto please find one (1) hard copy (electronic copy supplied via SharePoint) of the final Water Services Development Plan Performance- and Water Services Audit Report for the 2022/2023 financial year for Stellenbosch Municipality.

The following information is included in the report:

- The Municipality's performance with regard to their KPI's for water and sewerage services for the 2022/2023 financial year, as also included in the Service Delivery Budget Implementation Plan of the Municipality.
- The Municipality's performance with regard to DWS's Blue and Green Drop assessments.
- DWS's scorecard for assessing the potential for WC/WDM efforts in the Municipality.
- Information to be included in a WSDP Performance- and Water Services Audit as stipulated in regulations under section 9 of the Water Services Act, "Guidelines for Compulsory National Standards" and also required by DWS's 2014 WSDP Performance and Water Services Audit Report guidelines.
- Information on the implementation of the various WSDP activities, as included under the WSDP Business Elements in DWS's WSDP guidelines.
- IWA Water Balance Models for each of the towns.

The draft 2022/2023 WSDP Performance- and Water Services Audit Report was discussed with the Municipality on the 27th of October 2023.

We hope you find the final 2022/2023 Water Services Development Plan Performance- and Water Services Audit Report in order.

Yours faithfully

iX engineers
Infrastructure Excellence

Received by:

Ms. MT Adonis		31/10/2023
DWS Representative	Signature:	Received Date:

CC: iX Engineers, Attention Mr JT Human

APPENDIX 2

STELLENBOSCH
STELLENBOSCH • PNIEL • FRANSCHHOEK
MUNISIPALITEIT • UMASIPALA • MUNICIPALITY

STELLENBOSCH MUNICIPALITY

Annual Water Services Development Plan Performance- and Water Services Audit Report

as directed by the Water Services Act (Act 108 of 1997) and the Regulations relating to Compulsory National Standards and Measures to Conserve Water

FY 2022/2023
30 October 2023

Prepared by:	Sub-consultant to:	Prepared for:
iX engineers (Pty) Ltd Contact person: Jaco Human 31 Allen Drive, Loevenstein 7530 PO Box 398, Bellville, 7535 South Africa Telephone: +27 (0)21 912 3000 email: jaco.h@ixengineers.co.za 2016/275143/07 Copyright 2023 iX engineers	**GLS Consulting (Pty) Ltd** Contact person: Flip du Plessis Stellenpark, Block D North Cnr of R44 and School Rd Jamestown Stellenbosch, 7600 Telephone: +27 (0)21 880 0388 email: Flip.duPlessis@gls.co.za	STELLENBOSCH STELLENBOSCH • PNIEL • FRANSCHHOEK MUNISIPALITEIT • UMASIPALA • MUNICIPALITY PO Box 17 Stellenbosch 7600 Tel: +27 (021) 808 8111

STELLENBOSCH MUNICIPALITY

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Version Control:

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PROJECT P08356 - STELLENBOSCH MUNICIPALITY: ANNUAL WSDP PERFORMANCE AND WATER SERVICES AUDIT REPORT FOR 2022/2023

REV	DESCRIPTION	ORIG	REVIEW	iX ENGINEERS APPROVAL	DATE	CLIENT APPROVAL	DATE
Draft	Draft issued for external review	R Kuffner	JT Human		27/10/2023		02/11/2023
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Final	Final for Council approval	R Kuffner	JT Human		30/10/2023		
		Author	A Reviewer	Approval		Approval	

FOREWORD:

Stellenbosch Municipality is required in terms of Section 18 of the Water Services Act, 1997 (Act No.108 of 1997), as well as the "Regulations relating to compulsory national standards and measures to conserve water", as issued in terms of sections 9(1) and 73(1)(j) of the Water Services Act, to report on the implementation of its WSDP during each financial year and to include a water services audit in such an annual report.

The WSDP Performance- and Water Services Audit is designed to monitor the compliance of Stellenbosch Municipality with these regulations. It also assists the communities within Stellenbosch Municipality's Management Area and the DWS to assess how well the Municipality is performing relative to their stated intentions and their capacity. The Water Services Audit Report can be seen as an annexure to the Municipality's Annual Report. The Annual Report is compiled as required by the Local Government Municipal Systems Act, Act no 32 of 2000 (Section 46) and the Local Government: Municipal Finance Management Act, Act no 56 of 2003 (Section 121).

Stellenbosch Municipality's Vulnerability Index for 2021 was indicated as 0.47 "Moderate Vulnerability" in the 2021 MuSSA. The areas of concern evident from the 2021 assessment are Operation & Maintenance of Assets (50.0%), Financial Management (50.0%), Staff Skill Levels (Technical) (55.0%) and Technical Staff Capacity (Numbers) (20.0%).

The water services of Stellenbosch Municipality is managed in a financially sustainable manner, with the operation and maintenance expenditure less than the income for the last four financial years. The operation and maintenance expenditure for sanitation services was less than the income for the three financial years up to 2021/2022, but not for the 2022/2023 financial year. The Operation and Maintenance budget allocated towards the rehabilitation and maintenance of the existing water and sewerage infrastructure however needs to be increased. An annual budget of approximately 2% of the CRC of the infrastructure should be allocated towards the replacement of existing infrastructure (Best Practice). In the case of the operations and maintenance of the systems, a budget of approximately 1% to 2% of the CRC of the infrastructure is typically required to ensure that the systems remain in good condition.

Stellenbosch Municipality performed above average with regard to wastewater quality management, with an overall Green Drop Score of 84% for DWS's 2021 Green Drop assessment. Four of the five systems have scored above 80% and all five systems reside in the medium- and low risk CRR positions. Stellenbosch Municipality also performed well with regard to DWS's 2021 Blue Drop Progress Assessment (Drinking Water Process and Quality). The Blue Drop Risk Ratings for the five systems evaluated were 23.5%, 22.5%, 26.3%, 39.9% and 35.2%, which all fall in the low-risk category (<50%). The results of the latest Green-, Blue- and No Drop assessments (2022-2023) completed by the DWS still need to be published.

Stellenbosch Municipality successfully completed various capital projects over the last financial year. The capital budget expenditure, for the 2022/2023 financial year, was R73.907 million (89.2% of the budget) for the water infrastructure projects and R40.101 million (92.4% of the budget) for the sewerage infrastructure projects.

The implementation of the Municipality's WC/WDM measures over the last number of years and the water restrictions during the drought periods has been extremely successful, with an average annual decrease of 1.01% of the raw water volume for all the systems over the last fifteen financial years, from 12 818 Ml in 2007/2008 to 11.009 Ml in 2022/2023. The overall NRW for all the systems for the 2022/2023 financial year was 2 968 Ml (27.4%). The overall water losses for the last financial year were 2 622 Ml (24.2%). The Municipality is committed to continue with the implementation of specific WC/WDM measures to further reduce the current NRW and Water Losses.

The Western Cape experienced a severe drought over the period 2015 to 2017, with some relief during the 2018 to 2021 winter months. The drought over the period 2015 to 2017 reduced the assurance of supply from the WCWSS to Stellenbosch Municipality and also reduced the yield of the Municipality's own existing surface water resources. The Municipality therefore continued with the implementation of specific WC/WDM measures to lower the current water requirements and the planning for the augmentation of the existing water resources. A Bulk Water Resources: Drought Intervention Projects Study was completed in June 2019 for Stellenbosch Municipality. The Study included various recommended future resource augmentation projects for Stellenbosch Municipality.

Comprehensive Operational and Compliance Water Quality and Final Effluent Monitoring Programmes are implemented by Stellenbosch Municipality. The operational water sampling programmes of Stellenbosch Municipality complies with the minimum monitoring requirements of SANS:241-2: 2015 (Table 1: Minimum monitoring for prescribed process risk indicators) for the various WTWs and distribution systems. The overall percentage compliance of the water quality samples taken over the period July to June for the last three financial years are indicated in the table below per system.

Overall percentage compliance of the water quality samples taken over the period July to June for the last three financial years

Distribution System	Acute Health (%)						Chronic Health (%)			Aesthetic (%)			Operational Efficiency (%)		
	Microbiological			Chemical											
	22/23	21/22	20/21	22/23	21/22	20/21	22/23	21/22	20/21	22/23	21/22	20/21	22/23	21/22	20/21
Stellenbosch	97.24	99.28	93.67	97.72	100.00	100.00	99.78	100.00	99.87	97.61	97.99	97.17	91.69	92.23	92.44
Blackheath	96.00	92.31	96.00	100.0	100.00	100.00	100.0	100.00	100.00	100.0	100.00	100.00	88.10	93.10	96.72
Faure	98.57	100.00	100.00	100.0	100.00	100.00	100.0	100.00	100.00	98.61	99.77	100.00	96.89	97.93	96.72
Franschhoek	100.00	97.67	90.91	100.0	100.00	100.00	100.0	100.00	100.00	100.0	97.84	94.96	95.35	93.44	94.93
Wemmershoek	90.63	97.07	94.42	100.0	100.00	100.00	100.0	100.00	99.80	98.39	99.00	98.34	85.04	90.35	91.74

Note: Unacceptable (The compliance percentages for the Stellenbosch and Blackheath distribution system were calculated against Table 4 of SANS241-2:2015 with a population above 100 000 persons.)

The overall Microbiological, Chemical and Physical compliance percentages of the final effluent samples taken over the last three financial years at all the WWTWs, as calculated against the authorisations, are summarised in the table below.

Overall percentage compliance of the final effluent samples taken over the last three financial years

WWTW	Microbiological (%)			Chemical (%)			Physical (%)		
	22/23	21/22	20/21	22/23	21/22	20/21	22/23	21/22	20/21
All WWTWs	21.0	39.7	35.1	49.2	51.0	44.3	71.5	69.4	75.1

A comprehensive Performance Management System and Customer Services and Complaints system are also in place. The SDBIP is the process plan and performance indicator / evaluation process for the execution of the budget. The SDBIP is being used as a management, implementation and monitoring tool that assists and guide the Executive Mayor, Councillors, Municipal Manager, Directors, Senior Managers and the community. The plan serves as an input to the performance agreements of the Municipal Manager and Directors. It also forms the basis for the monthly, quarterly, mid-year and the annual assessment report and performance assessments of the Municipal Manager and Directors.

The Municipality has maintained a high and consistent level of service to its urban water consumers. After hour emergency requests are being dealt with by the control room on a twenty-four-hour per day basis. Requests are furthermore captured on an electronic mail or works-order system to ensure the execution thereof. A Customer Care Services Charter is also in place, which include the water and sanitation service standards, which Stellenbosch Municipality and its staff endeavour to meet and adhere to.

WATER SERVICES AUDIT FOR 2022/2023

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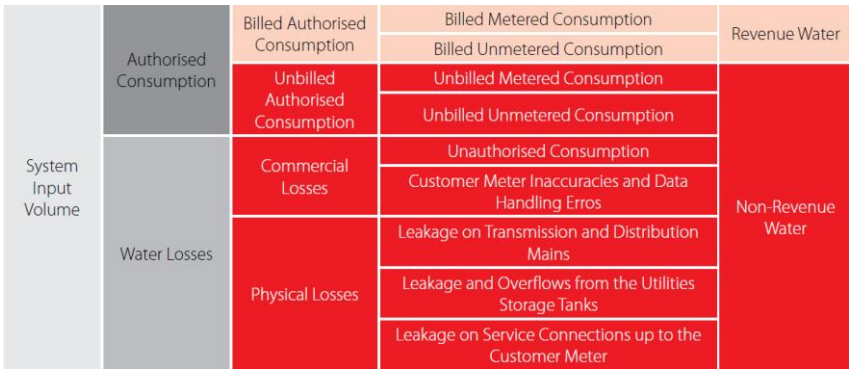
ABBREVIATIONS AND DEFINITIONS

AADD	Average Annual Daily Demand
AIDS	Acquired Immune Deficiency Syndrome
BDRR	Blue Drop Risk Rating
C	Chemical
CAH	Chemical Acute Health
CBD	Central Business District
CCH	Chemical Chronic Health
CCT	City of Cape Town
CF	Consequence of Failure
CNA	Chemical Non Health Aesthetic
COD	Chemical Oxygen Demand
CRC	Current Replacement Cost
CRR	Cumulative Risk Ratio
DRC	Depreciated Replacement Cost
CU	Consumer Unit
D	Disinfectant
DWS	Department of Water and Sanitation
ESETA	Energy and Water Services Sector Education and Training Authority
ESKOM	Electricity Supply Commission
FH	Franschhoek
GAMAP	General Accepted Municipal Accounting Practice
GIS	Geographic Information Systems
GPS	Global Positioning System
HIV	Human Immunodeficiency Virus
IAM	Infrastructure Asset Management
ICT	Information and Communications Technology
IDP	Integrated Development Plan
ILI	Infrastructure Leakage Index
IMQS	Infrastructure Management Query System
IRIS	Integrated Regulatory Information System
IT	Information Technology
IUDG	Integrated Urban Development Grant
IWA	International Water Association
Kl	Kilolitre
KPA	Key Performance Area
KPI	Key Performance Indicator
LF	Likelihood of Failure
LM	Local Municipality
l/c/d	Litre per Capita per Day
LGTAS	Local Government Turnaround Strategy
l/p/d	Litre per Person per Day
M	Microbiological
MAH	Microbiological Acute Health
MBR	Membrane Bio-Reactor

ABBREVIATIONS AND DEFINITIONS / Continue

MFMA	Municipal Finance Management Act
MISA	Municipal Infrastructure Support Agent
Ml	Mega Litre
Ml/a	Mega Litre per Annum
Ml/d	Mega Litre per Day
MuSSA	Municipal Strategic Self-Assessment
NRW	Non-Revenue Water
O	Operational
O&M	Operation and Maintenance
P	Physical
PAT	Progress Assessment Tool
PRP	Pipe Replacement Potential
PRV	Pressure Reducing Valve
PS	Pump Station
RDP	Reconstruction and Development Programme
RUL	Remaining Useful Life
SALGA	South African Local Government Association
SANS	South African National Standard
SDBIP	Service Delivery and Budget Implementation Plan
TBC	To Be Confirmed
TSA	Technical Site Assessment
UV	Ultra Violet
VAT	Value Added Tax
VIP	Ventilated Improved Pit
WC/WDM	Water Conservation / Water Demand Management
WCWSS	Western Cape Water Supply System
WDM	Water Demand Management
WH	Wemmershoek
WHO	World Health Organisation
WISA	Water Institute of Southern Africa
WRM	Water Resource Management
WSA	Water Services Authority
WSDP	Water Services Development Plan
WSP	Water Services Provider
WSS	Water Supply Scheme
WTW	Water Treatment Works
W_2RAP	Wastewater Risk Abatement Plan
WWTW	Wastewater Treatment Works

KEY TERMS AND INTERPRETATIONS

KEY TERMS	INTERPRETATIONS
Current replacement cost (CRC)	The cost of replacing the service potential of an existing asset, by reference to some measure of capacity, with an appropriate modern equivalent asset. GAMAP defines CRC as the cost the entity would incur to acquire the asset on the reporting date.
Depreciated Replacement Cost (DRC)	The replacement cost of an existing asset after deducting an allowance for wear or consumption to reflect the remaining economic life of the existing asset.
Financial Year	Financial year means in relation to- • a national or provincial department, the year ending 31 March; or • a municipality, the year ending 30 June.
Integrated Development Plan (IDP)	An IDP is a legislative requirement for municipalities, which identifies the municipality's key development priorities; formulates a clear vision, mission and values; formulates appropriate strategies; shows the appropriate organisational structure and systems to realise the vision and the mission and aligns resources with the development priorities.
International Water Association (IWA) Water Balance	
System Input Volume	The volume of treated water input to that part of the water supply system to which the water balance calculation relates.
Authorised Consumption	The volume of metered and/or un-metered water taken by registered customers, the water supplier and others who are implicitly or explicitly authorised to do so by the water supplier, for residential, commercial and industrial purposes. It also includes water exported across operational boundaries. Authorised consumption may include items such as fire-fighting and training, flushing of mains and sewers, street cleaning, watering of municipal gardens, public fountains, frost protection, building water, etc. These may be billed or unbilled, metered or unmetered.
Water Losses	The difference between System Input and Authorised Consumption. Water losses can be considered as a total volume for the whole system, or for partial systems such as transmission or distribution schemes, or individual zones. Water Losses consist of Physical Losses and Commercial Losses (also known as Real Losses and Apparent Losses).
Billed Authorised Consumption	Those components of Authorised Consumption which are billed and produce revenue (also known as Revenue Water). Equal to Billed Metered Consumption plus Billed Unmetered Consumption.
Unbilled Authorised Consumption	Those components of Authorised Consumption which are legitimate but not billed and therefore do not produce revenue. Equal to Unbilled Metered Consumption plus Unbilled Unmetered Consumption.
Commercial Losses	Includes all types of inaccuracies associated with customer metering as well as data handling errors (meter reading and billing), plus unauthorised consumption (theft or illegal use). Commercial losses are called "Apparent Losses" by the International Water Association and in some countries the misleading term "Non-Technical Losses" is used.

KEY TERMS AND INTERPRETATIONS / Continue

KEY TERMS	INTERPRETATIONS
Physical Losses	Physical water losses from the pressurized system and the utility's storage tanks, up to the point of customer use. In metered systems this is the customer meter, in unmetered situations this is the first point of use (stop tap/tap) within the property. Physical losses are called "Real Losses" by the International Water Association and in some countries the misleading term "Technical Losses" is used.
Billed Metered Consumption	All metered consumption which is also billed. This includes all groups of customers such as domestic, commercial, industrial or institutional and also includes water transferred across operational boundaries (water exported) which is metered and billed.
Billed Unmetered Consumption	All billed consumption which is calculated based on estimates or norms but is not metered. This might be a very small component in fully metered systems (for example billing based on estimates for the period a customer meter is out of order) but can be the key consumption component in systems without universal metering. This component might also include water transferred across operational boundaries (water exported) which is unmetered but billed.
Unbilled Metered Consumption	Metered Consumption which is for any reason unbilled. This might for example include metered consumption by the utility itself or water provided to institutions free of charge, including water transferred across operational boundaries (water exported) which is metered but unbilled.
Unbilled Unmetered Consumption	Any kind of Authorised Consumption which is neither billed nor metered. This component typically includes items such as fire-fighting, flushing of mains and sewers, street cleaning, frost protection, etc. In a well-run utility it is a small component which is very often substantially overestimated. Theoretically this might also include water transferred across operational boundaries (water exported) which is unmetered and unbilled – although this is an unlikely case.
Unauthorised Consumption	Any unauthorised use of water. This may include illegal water withdrawal from hydrants (for example for construction purposes), illegal connections, bypasses to consumption meters or meter tampering.
Customer Metering Inaccuracies and Data Handling Errors	Commercial water losses caused by customer meter inaccuracies and data handling errors in the meter reading and billing system.
Leakage on Transmission and /or Distribution Mains	Water lost from leaks and breaks on transmission and distribution pipelines. These might either be small leaks which are still unreported (e.g. leaking joints) or large bursts which were reported and repaired but did obviously leak for a certain period before that.
Leakage and Overflows at Utility's Storage Tanks	Water lost from leaking storage tank structures or overflows of such tanks caused by e.g. operational or technical problems.
Leakage on Service Connections up to point of Customer Metering	Water lost from leaks and breaks of service connections from (and including) the tapping point until the point of customer use. In metered systems this is the customer meter, in unmetered situations this is the first point of use (stop tap/tap) within the property. Leakage on service connections might be reported breaks but will predominately be small leaks which do not surface and which run for long periods (often years).
Revenue Water	Those components of Authorised Consumption which are billed and produce revenue (also known as Billed Authorised Consumption). Equal to Billed Metered Consumption plus Billed Unmetered Consumption.
Non-Revenue Water	Those components of System Input which are not billed and do not produce revenue. Equal to Unbilled Authorised Consumption plus Physical and Commercial Water Losses.
Municipal Finance Management Act (MFMA)	Municipal Finance Management Act, 2003 (Act No. 56 of 2003)
Remaining useful life (RUL)	The time remaining over which an asset is expected to be used.
Service Delivery Budget Implementation Plan (SDBIP)	The SDBIP is a management, implementation and monitoring tool that enable the City Manager to monitor the performance of senior managers, the Mayor to monitor the performance of the City Manager, and for the community to monitor the performance of the municipality.

KEY TERMS AND INTERPRETATIONS / Continue

KEY TERMS	INTERPRETATIONS
Strategic Framework for Water Services	The Strategic Framework provides a comprehensive summary of policy with respect to the water services sector in South Africa and sets out a strategic framework for its implementation over the next ten years.
Water Conservation	The minimisation of loss or waste, the care and protection of water resources and the efficient and effective use of water.
Water Demand Management	The adaptation and implementation of a strategy by a water institution or consumer to influence the water demand and usage of water in order to meet any of the following objectives: economic efficiency, social development, social equity, environmental protection, sustainability of water supply and services, and political acceptability.
Water Services Authority (WSA)	A water services authority means a municipality with the executive authority and the right to administer water services as authorised in terms of the Municipal Structures Act, 1998 (Act No.117 of 1998). There can only be one water services authority in any specific area. Water services authority area boundaries cannot overlap. Water services authorities are metropolitan municipalities, district municipalities and authorised local municipalities.
Water Services Development Plan (WSDP)	A plan to be developed and adopted by the WSA in terms of the Water Services Act, 1997 (Act No.108 of 1997)
WSDP Guide Framework	Modular tool which has been developed by the DWS to support WSAs in complying with the Water Services Act with respect to Water Services Development Planning and which is also used by the DWS to regulate such compliance.
Water Services Provider (WSP)	A WSP means any person or institution that provides water services to consumers or to another water services institution, but does not include a water services intermediary.

STELLENBOSCH MUNICIPALITY

ANNUAL WSDP PERFORMANCE AND WATER SERVICES AUDIT REPORT FOR 2022/2023

EXECUTIVE SUMMARY

Stellenbosch Municipality is required in terms of Section 18 of the Water Services Act, 1997 (Act No.108 of 1997), as well as the "Regulations relating to compulsory national standards and measures to conserve water", as issued in terms of sections 9(1) and 73(1)(j) of the Water Services Act, to report on the implementation of its WSDP during each financial year and to include a water services audit in such an annual report.

Section 62 of the Water Services Act requires the Minister to monitor every WSI in order to ensure compliance with the prescribed national standards. This regulation requires a WSA to complete and submit a WSDP Performance- and Water Services Audit Report every financial year.

The WSDP Performance- and Water Services Audit is designed to monitor the compliance of the WSA and other WSIs with these regulations. The Water Services Act allows the audit to be used as a tool to compare actual performance of the WSA against the targets and indicators set in their WSDP. The WSDP Performance- and Water Services Audit also assists local communities and DWS to assess how well WSAs are performing relative to their stated intentions and their capacity.

The WSDP Performance- and Water Services Audit Report will give an overview of the implementation of the Municipality's previous year's WSDP, for the 2022/2023 financial year, and can be seen as an annexure to Stellenbosch Municipality's Annual Report. The Annual Report is compiled as required by the Local Government: Municipal Systems Act, Act no 32 of 2000 (Section 46) and the Local Government: Municipal Finance Management Act, Act no 56 of 2003 (Section 121).

Availability of the Water Services Audit Report: The WSDP Performance- and Water Services Audit Report is a public document and must be made available within four months after the end of each financial year and must be available for inspection at the offices of the WSA. It is also recommended that the document be placed on the Municipality's website and that copies of the document be placed at the public libraries. The Water Services Audit Report also needs to be made available to the Minister of the DWS, the Minister of the Department of Cooperative Governance, the Province and to SALGA, as required by the Water Services Act, 1997.

The WSDP Performance- and Water Services Audit Report include the following detail information:

- The Municipality's performance with regard to their KPIs for water and sewerage services for the 2022/2023 financial year, as included in the Municipality's SDBIP.
- The Municipality's Performance with regard to DWS's Blue and Green Drop Assessments. Blue drop status is awarded to those water schemes that comply with 95% criteria on drinking water quality management. Green drop status is awarded to those WWTWs that comply with 90% criteria on key selected indicators on wastewater quality management.
- DWS's Scorecard for assessing the potential for WC/WDM efforts in the Municipality.
- Information to be included in a WSDP Performance- and Water Services Audit as stipulated in regulations under section 9 of the Water Services Act, "Guidelines for Compulsory National Standards" and also required by DWS's 2014 WSDP Performance- and Water Services Audit Report guidelines.
- Information on the implementation of the various WSDP activities, as included under the WSDP Business Elements in DWS's WSDP guidelines.

The Municipality has a comprehensive Performance Management System in place. The SDBIP is the process plan and performance indicator / evaluation for the execution of the budget. The SDBIP is being used as a management, implementation and monitoring tool that assists and guide the Executive Mayor, Councillors, City Manager, Directors, Senior Managers and the community. The plan serves as an input to the performance agreements of the Municipal Manager and Directors. It also forms the basis for the monthly, quarterly, mid-year and the annual assessment report and performance assessments of the Municipal Manager and Directors.

The following water and sanitation related investigations were successfully completed during the last financial year.

- The Water Services Audit Report for the 2021/2022 financial year was finalised and approved by the Council as part of the Annual Report. The water balance models were also updated for each of the distribution systems (Up to the end of June 2022) as part of the WSDP Performance- and Water Services Audit Process.

- Stellenbosch Municipality continues with the monitoring of the Minimum Night Flows at various locations in order to identify the areas with unrealistic high night flows. The SCADA system is used to monitor the flows for the different areas.

- Stellenbosch Municipality continues with the implementation of their Drinking Water Quality and Effluent Quality Sampling Programmes (Both Operational and Compliance Monitoring). The effluent discharged by industrial consumers into the Municipality's sewer system is also monitored by Stellenbosch Municipality.

- The water and sewerage infrastructure constructed during the 2022/2023 financial year were added to the Asset Register and the Asset Register was updated.

The following awards / acknowledgements were also received by the Municipality:

- **Stellenbosch Municipality's performed well with regard to DWS's 2021 Blue Drop Progress Assessment (Drinking Water Process and Quality). The Blue Drop Risk Ratings for the five systems evaluated were 23.5%, 22.5%, 26.3%, 39.9% and 35.2%, which all fall in the low-risk category (<50%).**

- **Stellenbosch Municipality is performing above average with regard to wastewater quality management, with an overall Green Drop Score of 84% for DWS's 2021 assessment.** This marks a progressive upwards movement from the 2013 baseline score of 40%. The Regulator note the change being brought about by a highly committed and qualified team, coupled by systematic improvements made over several years since the last Green Drop assessments. Four of the five systems have scored above 80% and all five systems reside in the medium- and low risk CRR positions.

Stellenbosch Municipality completed the following key water and sewerage capital infrastructure projects during the last financial year (Projects with capital expenditure above R1 000 000 for the 22/23 financial year).

- The Municipality started with the construction of the new Vlottenburg reservoir and pipeline.
- The construction of the new Rosendal reservoir was completed.
- The Municipality continued with the implementation of the various WC/WDM measures, which include the upgrade and replacement of water meters.
- Stellenbosch Municipality continued with the implementation of their water and sewer pipeline replacement programmes.
- The Municipality continued with the upgrading of the Wemmershoek and Pniel WWTWs.
- The Municipality continued with the upgrading of the Franschhoek sewer network (Langrug / Mooiwater).

Quantity of Water Services Provided (Water Balance)

Detail IWA water balance models are in place for each of the distribution systems in Stellenbosch Municipality's Management Area. These models include the volume of raw water abstracted from the various resources, the treated volume supplied from the WTW (System Input Volume) and the Treatment Losses, NRW and Water Losses for each of the water distribution systems. The Municipality also records the incoming flows at each of their WWTWs.

Water Services Delivery Profile

The number of consumer units per category or user type is available for each of the water distribution systems. The 2022/2023 number of billed metered consumers in Stellenbosch Municipality was 20 299. All the formal households in the urban areas of Stellenbosch Municipality's Management Area are provided with water and sewer connections inside the erven.

Informal areas are supplied with shared services (Communal standpipes and toilets) as an intermediary measure. The current number of informal dwellings in the twenty-seven informal areas is 11 242. An additional 1 254 toilets and 126 communal taps are required for the informal areas in order to comply with the ratios of one toilet for every five households and one communal tap for every twenty-five households. 176 Toilets and 211 communal taps also need to be repaired. Some of the challenges experienced by Stellenbosch Municipality with regard to the informal areas and the provision of services to these areas included the following:

- Lack of space for new facilities;
- Lack of access for maintenance and emergency vehicles (narrowed roads);
- Uncooperative community members, don't want to move to create space for services;
- Vandalism of existing infrastructure, budget for new infrastructure must be used to maintain existing infrastructure; and
- Illegal water connections that must be removed.

Stellenbosch Municipality is committed to support the private landowners as far as possible in order to ensure that at least basic water and sanitation services are provided to those households in the rural areas with existing services still below RDP standard.

All schools and medical facilities in the urban areas in Stellenbosch Municipality's Management Area are supplied with adequate water and sanitation services.

Cost Recovery and Free Basic Services

A detail seven-block step rising tariff system is implemented by Stellenbosch Municipality. The tariff system discourages the wasteful or inefficient use of water. It is expected that this tariff structure will continue to be implemented in the future. The sustainable supply of potable water is however becoming an ever-increasing challenge.

The first six (6) kl of water is provided free to all indigent registered residential consumers. Stellenbosch Municipality's tariffs support the viability and sustainability of water supply services to the poor through cross-subsidies where feasible. Free basic water and sanitation services are linked to the Municipality's Indigent Policy and all indigent registered households therefore receive free basic water and sanitation services. This implies that either the equitable share is used to cover this cost, or higher consumption blocks are charged at a rate greater than the cost in order to generate a surplus to cross-subsidise indigent consumers.

The actual operational and maintenance expenditure and income for the last four financial years for water and sanitation services are summarised in the table below (Unaudited).

Summary of Operational and maintenance expenditure and income for Water and Sanitation Services					
Service	**Expenditure / Income**	**22/23**	**21/22**	**20/21**	**19/20**
Water	Expenditure	R139 981 129	R130 660 076	R133 103 899	R129 425 045
	Income	-R174 277 325	-R159 947 375	-R155 977 202	-R197 988 808
	Surplus / Deficit	**-R34 296 196**	**-R29 287 299**	**-R22 873 303**	**-R68 563 763**
Sanitation	Expenditure	R151 856 835	R136 010 638	R141 130 178	R121 738 318
	Income	-R149 401 570	-R142 903 845	-R143 373 736	-R149 969 988
	Surplus / Deficit	**R2 455 265**	**-R6 893 207**	**-R2 243 558**	**-R28 231 670**

Water Quality

Comprehensive Operational and Compliance Water Quality and Final Effluent Monitoring Programmes are implemented by Stellenbosch Municipality. The operational water sampling programmes of Stellenbosch Municipality complies with the minimum monitoring requirements of SANS:241-2: 2015 (Table 1: Minimum monitoring for prescribed process risk indicators) for the various WTWs and distribution systems. The overall percentage compliance of the water quality samples taken over the period July to June for the last three financial years are indicated in the table below per system.

Overall percentage compliance of the water quality samples taken over the period July to June for the last three financial years															
Distribution System	**Acute Health (%)**						**Chronic Health (%)**			**Aesthetic (%)**			**Operational Efficiency (%)**		
	Microbiological			**Chemical**											
	22/23	**21/22**	**20/21**	**22/23**	**21/22**	**20/21**	**22/23**	**21/22**	**20/21**	**22/23**	**21/22**	**20/21**	**22/23**	**21/22**	**20/21**
Stellenbosch	97.24	99.28	93.67	97.72	100.00	100.00	99.78	100.00	99.87	97.61	97.99	97.17	91.69	92.23	92.44
Blackheath	96.00	92.31	96.00	100.00	100.00	100.00	100.00	100.00	100.00	100.0	100.00	100.00	88.10	93.10	96.72
Faure	98.57	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	98.61	99.77	100.00	96.89	97.93	96.72
Franschhoek	100.00	97.67	90.91	100.00	100.00	100.00	100.00	100.00	100.00	100.00	97.84	94.96	95.35	93.44	94.93
Wemmershoek	90.63	97.07	94.42	100.00	100.00	100.00	100.00	100.00	99.80	98.39	99.00	98.34	85.04	90.35	91.74

Note: Unacceptable (The compliance percentages for the Stellenbosch and Blackheath distribution system were calculated against Table 4 of SANS241-2:2015 with a population above 100 000 persons.)

The table below indicates the compliance of the monthly E.Coli monitoring frequency in the water distribution systems of Stellenbosch Municipality, in terms of the minimum requirements of SANS:241-2: 2015 (Table 2). The period assessed was for samples taken from July 2022 to June 2023.

Stellenbosch Municipality's compliance of the monthly E.Coli monitoring frequency in the water distributions systems in terms of the minimum requirements of SANS 241-2:2015 (Table 2).			
Distribution System	**Population served**	**Required number of monthly samples (SANS 241-2:2015: Table 2)**	**Number of monthly E.Coli samples taken by Municipality during 2022/2023 (According to Sampling Programme)**
Stellenbosch	117 259	23.5	48
Franschhoek	26 709	5.3	14
Dwars River	15 917	3.2	6
Klapmuts	14 623	2.9	2

It can be noted from the above table that the number of monthly E.Coli samples taken according to the Sampling Programme for the 2022/2023 financial year was more than the required number of samples for all the water distribution systems, except for Klapmuts, where one additional sample per month is required. The current compliances were calculated against the Sampling Programme, but the Municipality needs to measure their future compliance against the actual number of samples taken in each financial year for each of the systems.

The overall percentage compliance of the final effluent samples taken over the last three financial years at the Stellenbosch, Wemmershoek, Raithby, Pniel and Klapmuts WWTWs, as calculated against the authorisations, are summarised in the table below.

Overall percentage compliance of the final effluent samples taken over the last three financial years									
WWTW	Microbiological (%)			Chemical (%)			Physical (%)		
	22/23	21/22	20/21	22/23	21/22	20/21	22/23	21/22	20/21
Stellenbosch 1	16.7	9.1	0.0	25.0	54.5	27.8	33.3	45.5	48.1
Stellenbosch 2	0.0	16.7	7.7	47.9	54.2	46.2	75.0	77.8	92.1
Wemmershoek	16.7	15.4	23.1	18.8	23.1	30.8	66.7	66.7	69.2
Raithby	45.5	58.3	61.5	90.9	66.7	72.7	93.9	86.1	87.2
Pniel	11.1	83.3	53.8	22.2	27.1	17.3	70.4	66.7	66.7
Klapmuts	33.3	53.8	53.8	75.0	80.8	73.9	72.2	71.8	79.5
All WWTWs	**21.0**	**39.7**	**35.1**	**49.2**	**51.0**	**44.3**	**71.5**	**69.4**	**75.1**

WC/WDM

The implementation of the Municipality's WC/WDM measures over the last number of years and the water restrictions during the drought periods has been extremely successful, with an average annual decrease of 1.01% of the raw water volume for all the systems over the last fifteen financial years, from 12 818 Ml in 2007/2008 to 11.009 Ml in 2022/2023. **The overall NRW for all the systems for the 2022/2023 financial year was 2 968 Ml (27.4%). The overall water losses for the last financial year were 2 622 Ml (24.2%). The Municipality is committed to continue with the implementation of specific WC/WDM measures to further reduce the current NRW and Water Losses.**

The current WC/WDM measures implemented by Stellenbosch Municipality are mostly through their Operation and Maintenance Budgets. Water restrictions were implemented over the last number of financial years, due to the drought situation in the Western Cape. The main water demand management interventions implemented by Stellenbosch Municipality over the last number of years, include the following:

- Meter and record all bulk water supply for the various distribution systems and improve the billed metered consumption data (Financial Department) in order to carry out more detail IWA water balances for the various distribution systems.
- Customer Services and Complaints System is implemented by the Municipality for burst pipes, leaks, etc. Standby teams are available after hours and over weekends for immediate repairs of any burst pipes or leaks.
- Strict municipal services standards for the installation of new water reticulation networks for own and private developments.
- Implementation of pressure management, continuous operation and maintenance of various PRV zones.
- Implementation of a seven-block step water tariff structure that promotes the efficient use of water and discourage wastages. Water restrictions are also implemented when required.
- Regular updating of the Water Master Plans for the various water distribution systems.
- Implementation of a Water Pipeline Replacement Programme.

A contractor was also appointed to assist the municipality with various demand management activities during the last financial year. The scope of works comprises of the following key components:

- The inspection and repair of plumbing defects to selected existing residential properties including the repair of leaks associated with pipes, toilets, geysers, taps and other general plumbing components;
- Removal of existing water meters and installation of new programmable domestic (Smart) water meters;
- Replacement of faulty domestic and bulk water meters;
- Installation of new pressure reducing valves and electromagnetic flow meters in the municipal water network;
- Construction of valve and bulk water meter chambers; and

- Connecting pipework to the municipal water network.

The total expenditure over the period 2018/2019 to 2022/2023 for the implementation of these WC/WDM measures over the last five financial years was R16 591 435 (Vat Excluded).

A Water Conservation and Water Demand Management Strategy was drafted for Stellenbosch Municipality in February 2012, but is outdated and requires review and updating. The table below gives a summary of the treatment losses, NRW, water losses and ILIs for the various water distribution systems in Stellenbosch Municipality's Management Area.

Treatment Losses, NRW, Water Losses and ILIs for the various water distribution systems								
Description	**Component**	**Unit**	**22/23**	**Record: Prior (Ml/a)**				
				21/22	**20/21**	**19/20**	**18/19**	**17/18**
Stellenbosch	Treatment Losses	Volume	182.188	297.562	75.350	584.229	308.690	266.263
		Percentage	2.5%	3.8%	1.1%	9.1%	5.6%	4.5%
	NRW	Volume	1 996.216	2 395.113	2 324.201	1 460.955	1 335.677	1 519.137
		Percentage	24.4%	28.4%	29.0%	22.0%	22.6%	23.5%
	Water Losses	Volume	1 734.425	2 125.005	2 068.119	1 248.653	1 146.352	1 312.144
		Percentage	21.2%	25.2%	25.8%	18.8%	19.4%	20.3%
	ILI		**4.15**	**4.40**				
	Two additional bulk water meters need to be installed at the Idas Valley and Paradyskloof WTWs to measure the bulk potable water supplied from these two WTWs and to accurately calculate the treatment losses. The NRW and Water Losses were reduced by 4% during the last financial year, which is excellent. The Municipality needs to keep the NRW below 25% and the Water Losses below 20%. The ILI of above 4 however indicates a poor ILI level, which requires attention and the Municipality needs to work towards an ILI of between 2 and 4.							
Franschhoek	NRW	Volume	509.874	502.650	245.181	320.059	223.419	229.228
		Percentage	38.0%	37.1%	21.3%	30.0%	24.1%	26.7%
	Water Losses	Volume	466.975	459.351	208.410	285.914	193.738	201.778
		Percentage	34.8%	33.9%	18.1%	26.8%	20.9%	23.5%
	ILI		**6.85**	**5.21**				
	The NRW and Water Losses increased slightly during the last financial year and are extremely high. The Municipality needs to implement specific WC/WDM measures to reduce the NRW to a target of 30% and the Water Losses to a target of 25%. The ILI of above 4 indicates a poor ILI level, which requires attention and the Municipality needs to work towards an ILI of between 2 and 4.							
Dwars River	NRW	Volume	317.222	242.515	213.959	259.493	452.219	412.674
		Percentage	41.9%	34.5%	23.5%	31.0%	56.9%	52.5%
	Water Losses	Volume	293.001	220.032	184.796	232.721	426.788	387.532
		Percentage	38.7%	31.3%	20.3%	27.8%	53.7%	49.3%
	ILI		**7.05**	**5.29**				
	The NRW and Water Losses continue to increase over the last three financial years and were extremely high for the last financial year. The Municipality needs to implement specific WC/WDM measures to reduce the NRW to a target of 30% and the Water Losses to a target of 25%. The ILI of above 4 indicates a poor ILI level, which requires attention and the Municipality needs to work towards an ILI of between 2 and 4.							
Klapmuts	NRW	Volume	144.782	160.903	123.001	164.563	84.730	92.167
		Percentage	26.4%	26.3%	22.6%	29.4%	20.3%	21.3%
	Water Losses	Volume	127.223	141.330	105.556	146.649	71.377	121.442
		Percentage	23.2%	23.1%	19.4%	26.2%	17.1%	18.1%
	ILI		**2.76**	**3.08**				
	The NRW and Water Losses stayed roughly the same for the last two financial years. The current NRW and Water Losses are not that high (Below 30%), but the Municipality can work towards future targets of 20% for the NRW and 15% for the Water Losses. The current ILI value of 2.76 is good and no urgent action is required, but the NRW and Water Losses should however be monitored carefully.							
Total	**NRW**	**Volume**	**2 968.094**	**3 301.181**	**2 906.342**	**2 205.070**	**2 096.045**	**2 253.206**
		Percentage	**27.4%**	**29.7%**	**27.4%**	**24.2%**	**26.0%**	**26.4%**
	Water Losses	**Volume**	**2 621.624**	**2 945.718**	**2 566.882**	**1 913.936**	**1 838.255**	**1 979.798**
		Percentage	**24.2%**	**26.5%**	**24.2%**	**21.0%**	**22.8%**	**23.2%**
	The NRW and Water Losses for all the systems combined were slightly reduced during the last financial year, which is good. The Municipality can work towards future targets of 25% for their NRW and 20% for their Water Losses.							

Note: Infrastructure Leakage Index (ILI) for Developed Countries = **1 – 2 Excellent (Category A)**, **2 – 4 Good (Category B)**, **4 – 8 Poor (Category C)** and > **8 – Very Bad (Category D)**

Category A = No specific intervention required.

Category B = No urgent action required although should be monitored carefully.

Category C = Requires attention

Category D = Requires immediate water loss reduction interventions

Water Services Asset Management

A comprehensive Asset Register is in place for Stellenbosch Municipality, which include all the water and sewerage infrastructure. The Opening Costs, Book Values, RUL and Age distribution of the water and sewerage infrastructure included in Stellenbosch Municipality's Asset Register is summarised in the table below (June 2023).

Opening Costs, Book Values, Remaining Useful Life and Age distribution of the water and sewerage infrastructure					
Asset Type			**Opening Cost**	**Book Value**	**Book Value / Opening Cost**
Water Infrastructure			R1 886 388 754	R1 408 576 106	74.67%
Sewerage Infrastructure			R1 284 496 229	R1 052 166 480	81.91%
Remaining Useful Life					
Asset Type	**0 – 5 yrs**	**6 – 10 yrs**	**11 – 15 yrs**	**16 – 20 yrs**	**> 20 yrs**
Water Infrastructure	R207 608 929	R113 675 614	R229 773 627	R51 461 951	R1 283 868 633
Sewerage Infrastructure	R252 102 111	R262 689 729	R47 693 138	R96 697 800	R625 313 451
Age Distribution					
Asset Type	**0 – 5 yrs**	**6 – 10 yrs**	**11 – 15 yrs**	**16 – 20 yrs**	**> 20 yrs**
Water Infrastructure	R435 885 278	R306 878 491	R1 143 597 333	R27 652	R0
Sewerage Infrastructure	R838 210 648	R102 366 123	R343 919 458	R0	R0

The Opening Costs and Book Values in the table above indicate that 25.33% of the value of the water infrastructure and 18.09% of the value of the sewerage infrastructure has been consumed.

The CRC of the water and sewerage infrastructure that will need to be replaced over the next five years (RUL < 5 yrs) is R459.711 million. The asset renewal needs for the water infrastructure assets over the next 10 years is R32.128 million per year. The reinvestment required is R207.609 million in the first 5 years and R113.676 million in the second 5-year period. The asset renewal needs for the sewerage infrastructure assets over the next 10 years is R51.479 million per year. The reinvestment required is R252.102 million in the first 5 years and R262.690 million in the second 5-year period.

Most of the maintenance work currently carried out on the water and sewerage infrastructure are re-active and it is critical for the Municipality to increase their maintenance budget for water and sewerage infrastructure in order to ensure that the required preventative maintenance work is also carried out. The Asset Management Plan needs to indicate the risks associated with the inadequate refurbishment and maintenance of the various water and sewerage infrastructure.

Water Services Operation and Maintenance

Design-out Maintenance, Preventative Maintenance and Corrective or Breakdown Maintenance are practised by Stellenbosch Municipality (Planned and unplanned preventative and corrective maintenance). Adequate resources, information and activity control and management are in place to ensure proper operation and maintenance of the water and sewerage infrastructure. **The only assessment criteria currently inadequate is the number of Process Controllers at the various treatment plants. Additional Process Controllers need to be appointed to comply with the legislative requirements with regard to the number and Class of Process Controllers per WTW and WWTWs.**

Water Resources

The Western Cape experienced a severe drought over the period 2015 to 2017, with some relief during the 2018 to 2021 winter months. The drought over the period 2015 to 2017 reduced the assurance of supply from the WCWSS to Stellenbosch Municipality and also reduced the yield of the Municipality's own existing surface water resources. The Municipality therefore continued with the implementation of specific WC/WDM measures to lower the current water requirements and the planning for the augmentation of the existing water resources.

The table below gives an overview of the years in which the annual water requirements are likely to exceed the total allocations from the various resources.

Years in which the annual water demand is likely to exceed the total allocation or licence volumes for the various resources				
Distribution System	**Total Allocation / Licence (Ml/a)**	**Annual Growth on 2022/2023 Demand (% growth)**	**Annual Growth on 2022/2023 Demand (% growth)**	**WSDP Projection Model**
Stellenbosch	14 465.216	2040 (3.0%)	2033 (5.0%)	2040
Franschhoek	2 112.470	2037 (3.0%)	2031 (5.0%)	2038
Dwars River	911.330	2029 (3.0%)	2026 (5.0%)	2047
Klapmuts	611.660	2024 (3.0%)	2024 (5.0%)	2024

A Bulk Water Resources: Drought Intervention Projects Study was completed in June 2019 for Stellenbosch Municipality. The Study included the following recommended future resources for Stellenbosch Municipality.

- Groundwater;
- Wastewater reclamation;
- Increase existing allocations from the CCT (This can only be done after the CCT has increased the reliability of their existing water resources);
- Increase existing allocation from the DWS (from the Theewaterskloof tunnel); and
- Rainwater harvesting.

The DWS is also currently busy with the updating of the All Towns Reconciliations Strategies for the Western Cape.

Water Services Institutional Arrangements and Customer Services

The provision of potable water to by the CCT to Stellenbosch Municipality requires that a formal Water Service Provider contract (Service Level Agreement) be in place. Monitoring Committees also need to be in place with specific powers and functions around the provision of bulk water services to the various areas. The obligations of the Bulk Water Services Provider are to deliver the services to particular standards of supply and service and to report on the extent of its compliance with those standards.

Stellenbosch Municipality's previous WSDP was drafted in November 2018. The Municipality is currently updating their WSDP for the new 2022-2027 WSDP Cycle according to DWS's new WSDP website requirements.

Updated W_2RAPs are in place for all the WWTWs and sewer drainage networks (August 2021). Detail WWTW Process Audits were also compiled during June 2021. A Water Safety Plan was also previously drafted (February 2013), which requires updating.

The Municipal personnel is continuously exposed to training opportunities, skills development and capacity building at a technical, operations and management level in an effort to create a more efficient overall service to the users. A Workplace Skills Plan is compiled every year and the specific training needs of the personnel, with regard to water and wastewater management are determined annually.

The Process Controllers at the WTWs and WWTWs were previously classified by the DWS and the Municipality will re-apply for higher classifications once specific training programmes were completed. All the WTWs and WWTWs in Stellenbosch Municipality's Management Area are also registered with the DWS. Additional Process Controllers need to be appointed for some of the treatment plants in order to comply with the legal requirements with regard to the number and class of Process Controller.

Stellenbosch Municipality's Vulnerability Index for 2021 was indicated as 0.47 "Moderate Vulnerability" in the 2021 MuSSA. The 2022 and 2023 MuSSA reports were not available for Stellenbosch Municipality. The areas of concern evident from the 2021 assessment are Operation & Maintenance of Assets (50.0%), Financial Management (50.0%), Staff Skill Levels (Technical) (55.0%) and Technical Staff Capacity (Numbers) (20.0%).

A comprehensive Customer Services and Complaints system is in place at Stellenbosch Municipality and the Municipality has maintained a high and a very consistent level of service to its urban water consumers. A Customer Care Services Charter is also in place, which include the water and sanitation service standards, which Stellenbosch Municipality and its staff endeavour to meet and adhere to.

Stellenbosch Municipality monitors the effluent quality discharge by various consumers into the sewer system monthly. The Municipality's Water Services By-laws, with regard to the discharge of industrial effluent into the sewer system, were promulgated and all industrial consumers formally apply for the discharge of industrial effluent into the sewer system.

Access to safe drinking water is essential to health and is a human right. Safe drinking water that complies with the SANS:241:2015 Drinking Water specifications do not pose a significant risk to health over a lifetime of consumption, including different sensitivities that may occur between life stages. Stellenbosch Municipality is therefore committed to ensure that their water quality always complies with national safety standards.

Barriers implemented by Stellenbosch Municipality against contamination and deteriorating water quality include the following:

- Participate in catchment management and water source protection initiatives.
- Protection at points of abstraction such as river intakes and dams (Abstraction Management).
- Correct operation and maintenance of WTWs (Coagulation, flocculation, sedimentation, filtration and disinfection).
- Protection and maintenance of the distribution system. This includes ensuring an adequate disinfectant residual at all times, rapid response to pipe bursts and other leaks, regular cleaning of reservoirs, keeping all delivery points tidy and clean, etc.

Three other important barriers implemented by Stellenbosch Municipality against poor quality drinking water that are a prerequisite to those listed above are as follows:

- A well-informed Council and city managers that understand the extreme importance of and are committed to providing adequate resources for continuous professional operation and maintenance of the water supply system.
- Competent managers and supervisors in the technical department who are responsible for water supply services lead by example and are passionate about monitoring and safeguarding drinking water quality.
- Well informed community members and other consumers of water supply services that know how to protect the water from becoming contaminated once it has been delivered, that have respect for water as a precious resource and that adhere to safe hygiene and sanitation practices.

STELLENBOSCH MUNICIPALITY

ANNUAL WSDP PERFORMANCE AND WATER SERVICES AUDIT REPORT FOR 2022/2023

BACKGROUND

Appointment

iX engineers was appointed by GLS Consulting to assist them with the compilation of the 2022/2023 WSDP Performance- and Water Services Audit Report for Stellenbosch Municipality, which forms part of their annual report for the 2022/2023 financial year. The purpose of the WSDP Performance- and Water Services Audit Report is to report on the implementation of Stellenbosch Municipality's previous year's WSDP, for the 2022/2023 financial year.

The DWS developed the "Annual Water Services Development Plan Performance- and Water Services Audit Report" template during 2014, to assist Municipalities with the drafting of their reports. iX engineers agreed with Stellenbosch Municipality to follow this template as far as possible.

Purpose

Stellenbosch Municipality is required in terms of Section 18 of the Water Services Act, 1997 (Act No.108 of 1997), as well as the "Regulations relating to compulsory national standards and measures to conserve water", as issued in terms of sections 9(1) and 73(1)(j) of the Water Services Act, to report on the implementation of its WSDP during each financial year and to include a water services audit in such an annual report.

Section 62 of the Water Services Act requires the Minister to monitor every WSI in order to ensure compliance with the prescribed national standards. This regulation requires a WSA to complete and submit a WSDP Performance- and Water Services Audit every financial year. The WSDP Performance- and Water Services Audit is designed to monitor the compliance of the WSA and other WSIs with these regulations. The Water Services Act allows the audit to be used as a tool to compare actual performance of the WSA against the targets and indicators set in their WSDP. The purpose of the WSDP Performance- and Water Services Audit is as follows:

- To monitor compliance with the Act and these regulations;
- To compare actual performance against targets contained in the WSDPs.
- To identify possibilities for improving water conservation and water demand management.

The WSDP Performance- and Water Services Audit Report will give an overview of the implementation of the Municipality's previous year's WSDP, for the 2022/2023 financial year, and can be seen as an annexure to Stellenbosch Municipality's Annual Report. The Annual Report is compiled as required by the Local Government: Municipal Systems Act, Act no 32 of 2000 (Section 46) and the Local Government: Municipal Finance Management Act, Act no 56 of 2003 (Section 121). The WSDP Performance- and Water Services Audit Report contain the following detail information:

- The Municipality's performance with regard to their KPIs for water and sewerage services for the 2022/2023 financial year, as included in the Municipality's SDBIP.
- The Municipality's Performance with regard to DWS's Blue and Green Drop Assessments. Blue drop status is awarded to those water schemes that comply with 95% criteria on drinking water quality management. Green drop status is awarded to those WWTWs that comply with 90% criteria on key selected indicators on wastewater quality management.
- DWS's Scorecard for assessing the potential for WC/WDM efforts in the Municipality.

- Information to be included in a WSDP Performance- and Water Services Audit as stipulated under section 9 of the Water Services Act, “Guidelines for Compulsory National Standards” and also required by DWS’s 2014 WSDP Performance- and Water Services Audit Report guidelines.

- Information on the implementation of the various WSDP activities, as included under the WSDP Business Elements in DWS’s WSDP guidelines.

A. WATER SERVICES AUTHORITY PROFILE

A.1. Map of Water Services Authority Area of Jurisdiction

Stellenbosch Municipality is located in the Cape Winelands District of the Western Cape, as indicated on the figure below.



Figure A.1.1: Location of Stellenbosch Municipality in the Western Cape

The figure below gives an overview of Stellenbosch Municipality’s Management Area and the settlements located in the Area.

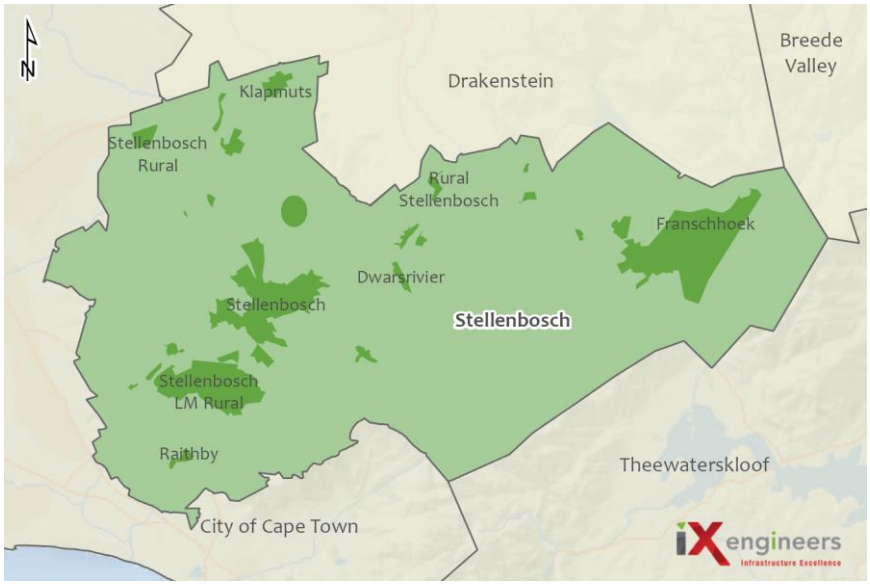


Figure A.1.2: Stellenbosch Municipality’s Management Area

The various schemes supplied with bulk water by Stellenbosch Municipality are discussed in more detail under Section A.3. The existing water and sewerage infrastructure of the various distribution systems will also be indicated on the Aerial Maps in the Municipality's updated WSDP documents.

A.2. Water Services Administration and Organization

Stellenbosch Municipality is the WSA for the entire Municipal Management Area. Stellenbosch Municipality's Organogram for Engineering Services was not made available and could therefore not be included in this Water Services Audit Report. The table below gives the contact details of the persons responsible for water services management and planning within Stellenbosch Municipality.

Table A.2.1: Water Services Administrative Structure	
Accounting Officer	
Designation	Municipal Manager
Name	Ms Geraldine Mettler
Telephone Nr.	021 808 8025
Cell Nr.	082 312 3063
Email	municipal.manager@stellenbosch.gov.za
WSA Manager	
Designation	Director: Infrastructure Services
Name	Mr Preshane Chandaka
Telephone Nr.	021 808 8213
Cell Nr.	082 589 7302
Email	Shane.chandaka@stellenbosch.gov.za
WSP Manager	
Designation	Director: Infrastructure Services
Name	Mr Preshane Chandaka
Telephone Nr.	021 808 8213
Cell Nr.	082 589 7302
Email	Shane.chandaka@stellenbosch.gov.za
WSDP Manager	
Designation	Senior Manager: Water and Waste Water Services
Name	Mr Paul Joubert
Telephone Nr.	021 808 8240
Cell Nr.	072 995 9258
Email	paul.joubert@stellenbosch.gov.za
WSDP Manager Water Services	
Designation	Senior Manager: Water and Waste Water Services
Name	Mr Paul Joubert
Telephone Nr.	021 808 8240
Cell Nr.	072 995 9258
Email	paul.joubert@stellenbosch.gov.za
WSDP Manager Waste Water Services	
Designation	Senior Manager: Water and Waste Water Services
Name	Mr Paul Joubert
Telephone Nr.	021 808 8240
Cell Nr.	072 995 9258
Email	paul.joubert@stellenbosch.gov.za
IDP Manager	
Designation	Manager: IDP/PMS
Name	Mr Gurswin Cain
Telephone Nr.	021 808 8174
Cell Nr.	082 415 5749
Email	Gurswin.cain@stellenbosch.gov.za

A.3. Water Services Overview

Stellenbosch Municipality is situated within the Berg-Olifants Water Management Area (WMA) and is located within the Cape Winelands District of the Western Cape Province, in which the following municipalities are also located:

- Drakenstein Municipality;
- Witzenberg Municipality;
- Breede Valley Municipality and
- Langeberg Municipality.

Stellenbosch Municipality consists of 22 individual wards and is the only WSA within the Stellenbosch Municipality's Management Area. The Municipality is also the Water Services Provider (WSP). Stellenbosch Municipality's responsibility as WSA also extends to the rural areas within its boundary, which prior to July 2003 had fallen under the jurisdiction of the former Boland District Municipality. Stellenbosch Municipality's Management Area includes the following towns and ***Water Distribution Systems***.

- The large town of Stellenbosch (including Kayamandi) – ***Stellenbosch System***

  Stellenbosch mainly relies on its own water supply from the Eerste River in the Jonkershoek Valley which is treated at the Idas Valley WTW. During summer when shortfalls occur, water is drawn from the WCWSS, obtained from the Theewaterskloof Dam and treated at Paradyskloof WTW.

- Franschhoek, Groendal, La Motte, Wemmershoek and Robertsvlei – ***Franschhoek System***

  The eastern part of Franschhoek is currently supplied with water from the Municipality's own source in the adjacent mountains, the so-called Perdekloof source. The raw water from the Perdekloof source is treated at the Franschhoek WTW (Package plant). The western part of Franschhoek, La Motte and Wemmershoek are supplied with potable water purchased from the CCT, which is supplied from the Wemmershoek WTW.

- Pniel, Kylemore, Lanquedoc, Johannesdal and Groot Drakenstein – ***Dwars River System***

  The Dwars River system obtains potable water from the Wemmershoek pipeline, operated by the CCT and which forms part of the WCWSS. The water is treated at the Wemmershoek WTW.

- Klapmuts – ***Klapmuts System***

  The Klapmuts system obtains potable water from the Wemmershoek pipeline, operated by the CCT and which forms part of the WCWSS. The water is treated at the Wemmershoek WTW.

- ***Rural Systems***
  - ***Faure / Raithby / Jamestown System***: The system, owned and operated by Stellenbosch Municipality, supplies potable water to the urban users in Raithby, rural consumers along the pipeline and can also supply water to the De Zalze Estate and Jamestown in Stellenbosch. The system is supplied with bulk potable water by the CCT from their Faure WTW.
  - ***Polkadraai System***: The system, owned and operated by Stellenbosch Municipality, supplies potable water to the rural consumers in the Polkadraai area along the pipeline. Water can also in emergency conditions be supplied from the Faure system to the Polkadraai system. The system is supplied with bulk potable water by the CCT from their Blackheath WTW.
  - ***Koelenhof System***: The system, owned and operated by Stellenbosch Municipality, supplies potable water to the urban users in the Koelenhof rural area. The system is supplied with bulk potable water by the CCT from their Wemmershoek scheme.
  - ***Muldersvlei System***: The system, owned and operated by Stellenbosch Municipality, supplies potable water to the urban users in the Muldersvlei rural are. The system is supplied with bulk potable water by the CCT from their Bloekombos reservoir (supplied from the Wemmershoek pipeline).

- ***Meerlust, Croydon and Helderberg Systems***: These systems supplies potable water to the urban users in these areas. Bulk potable water is supplied by the CCT. The Meerlust area is supplied with bulk water from the Wemmershoek scheme and the Helderberg and Croydon areas with bulk water from the Steenbras dam through the CCT's reticulation network.

Water Infrastructure: The tables below gives an overview of the major water infrastructure components for the various distribution systems in Stellenbosch Municipality's Management Area.

A.3.1: Existing main water infrastructure

Water Distribution System	Bulk Water Resources and WSP	WTW	Network Bulk and Reticulation		Number of Water PS	Number of Reservoirs (Total Storage)
			Bulk (km)	Ret. (km)		
Stellenbosch	Eerste River, WCWSS, CCT	Idas Valley WTW and Paradyskloof WTW	75.865	345.918	13	19 (54.490 Ml)
Franschhoek	Perdekloof and CCT	Franschhoek WTW and Wemmershoek WTW	21.014	68.025	7	9 (11.100 Ml)
Dwars River	CCT	Wemmershoek WTW	14.181	38.042	6	6 (9.800 Ml)
Klapmuts	CCT	Wemmershoek WTW	2.779	29.521	1	3 (9.400 Ml)
Raithby	CCT	Faure WTW	3.676	5.187	2	1 (0.180 Ml)
Faure	CCT	Faure WTW	-	10.640	1	-
Polkadraai	CCT	Blackheath WTW	0.983	49.787	2	5 (4.436 Ml)
Koelenhof	CCT	Wemmershoek WTW	2.910	47.464	2	4 (8.327 Ml)
Muldersvlei	CCT	Wemmershoek WTW	-	7.768	-	-
Meerlust	CCT	Wemmershoek WTW	0.824	0.763	-	-
Helderberg / Croydon	CCT	Steenbras	-	3.443	1	-
Total			**122.232**	**606.558**	**35**	**47 (97.733 Ml)**

Note: The number of PS in the above table exclude decommissioned Pump Stations

The table below gives a summary of the existing capacities and current flows at each of the Stellenbosch Municipality's WTWs (Ml/d).

Table A.3.2: Existing capacities and flows at each of the WTWs (Ml/d)

WTW	Existing Hydraulic Capacity	Peak Month Average Daily Flow (2022/2023)	Average Daily Flow (Jul 2022 – Jun 2023)	Required Treatment Capacity (1.5 x AADD10yr)	2022/2023 Water Quality Failures (SANS0214:2015)
Idas Valley *	27.000	Unknown	10.655	19.483	Operational
Paradyskloof **	17.000	11.358 (Febr)	9.363	17.121	Operational
Franschhoek	2.000				-

Notes: * Idas Valley WTW and Paradyskloof WTW both raw water flow readings.

Sewerage Infrastructure: The table below gives an overview of the major sewerage infrastructure components, for the various drainage systems, in Stellenbosch Municipality's Management Area.

A.3.3: Existing main sewerage infrastructure

Sewer Drainage Systems	Sewer Drainage Network (km)	Number of Sewer PS	WWTW		
			Name	Capacity	
				Ml/d	Kg COD/day
Stellenbosch	Rising mains (13.6 km), Gravity (318.8km)	9	Stellenbosch WWTW	35.000	35 000
Franschhoek	Rising mains (1.8 km), Gravity (68.5 km)	1	Wemmershoek WWTW	5.000	4 350
Dwars River	Rising mains (3.6 km), Gravity (35.8 km)	4	Pniel WWTW	4.500	Unknown
Klapmuts	Rising mains (1.4 km), Gravity (23.9 km)	3	Klapmuts WWTW	2.400	2 700
Raithby	Gravity (4.9 km)	-	Raithby WWTW	0.150	53

A.3.3: Existing main sewerage infrastructure					
Sewer Drainage Systems	Sewer Drainage Network (km)	Number of Sewer PS	WWTW		
			Name	Capacity	
				Ml/d	Kg COD/day
Faure	-	-	-	-	-
Polkadraai	-	1	-	-	-
Koelenhof	-	-	-	-	-
Muldersvlei	-	-	-	-	-
Meerlust	-	-	-	-	-
Helderberg / Croydon	-	-	-	-	-

The table below gives a summary of the existing hydraulic design capacities and current flows at each of the WWTWs, as well as the final effluent quality compliance percentages for the 2022/2023 financial year.

Table A.3.4: Existing hydraulic design capacities and flows at each of the WWTWs (Ml/d)						
WWTW	Existing Hydraulic Capacity	Peak Month Average Daily Flow	Average Daily Flow (2022/2023)	Average Wet Weather Flow (April to September)	Average Daily Flow as a % of Design Capacity	Final Effluent Compliance for 2022/2023
Stellenbosch	35.000	42.467 (Jun)	21.668	24.705	61.9%	Stellenbosch 1 Microbiological: 16.7% Chemical: 25.0% Physical: 33.3%
						Stellenbosch 2 Microbiological: 0.0% Chemical: 47.9% Physical: 75.0%
Wemmershoek*	3.600	7.885 (Jun)	4.230	4.526	117.5%	Microbiological: 18.8% Chemical: 16.7% Physical: 66.7%
Pniel	4.500	3.444 (Jun)	1.814	2.337	40.3%	Microbiological: 11.1% Chemical: 22.2% Physical: 70.4%
Klapmuts	2.400	1.638 (Jun)	1.217	1.292	50.7%	Microbiological: 33.3% Chemical: 75.0% Physical: 72.2%
Raithby	0.150	0.138 (Jun)	0.107	0.082	71.3%	Microbiological: 45.5% Chemical: 90.9% Physical: 93.9%

Note: The Wemmershoek WWTW was originally designed for a hydraulic capacity of 5.0 Ml/d, but due to design errors the current hydraulic capacity of the plant is only 3.6 Ml/d.

The organic design capacities of the WWTWs and the current loadings at the WWTWs are indicated in the table below.

Table A.3.5: Existing organic design capacities and loadings at the WWTWs			
WWTW	Organic Design Capacity (kg COD/d)	2022/2023	
		Average Load (kg COD/d)	% of Organic Design Capacity
Stellenbosch	35 000	17 201	49.1%
Wemmershoek	4 350	1 953	44.9%
Pniel	4 500	1 511	33.6%
Klapmuts	2 700	1 372	50.8%
Raithby	53	61	115.1%

Population: It became evident that there was an extensive migration into the Municipal Area, following the 2011 Census survey. The population figure for Stellenbosch Municipality in 2001 was 117 758 (35 458 households). This figure increased substantially to 155 733 in 2011 (43 420 households).

The Community Survey of 2016 from Statistics South Africa estimate the 2016 population for Stellenbosch Municipality at 173 419 persons and the permanent households at 52 374, at an average household size of 3.3 persons per household.

The 2022-2027 IDP of Stellenbosch Municipality indicate the 2022 population at 199 325 persons and the 2021 permanent households at 50 792, at an average household size of 3.9 persons per household, based on projections as per the 2022 Socio-economic Profile for Stellenbosch Municipality.

The current population figures and the annual population growth percentages used in the WSDP Performance- and Water Services Audit Report are aligned with the figures used in DWS's GeoDatabase. The future estimated annual population growth percentages, as listed in the table below, were agreed with the Municipality's Civil Engineering Services Department during January 2014.

Table A.3.6: Estimated future annual population growth percentages, population and households per distribution system

Distribution System	Estimated future annual population growth %	Projected 2022/2023 population	Projected 2022/20203 households
Stellenbosch	3.5%	117 259	35 524
Franschhoek	5.0%	26 709	8 777
Dwars River	3.0%	15 917	3 661
Klapmuts	6.0%	14 623	3 719
Raithby	2.0%	1 129	270
Farms	1.5%	45 293	10 366
Total	**3.31%**	**220 930**	**62 317**

The current 2022/2023 population for Stellenbosch Municipality is therefore estimated at 220 930 persons and the permanent households at 62 317, as indicated in the table above.

The tables below give an overview of the projected population and permanent number of households and the water and sanitation service levels in Stellenbosch Municipality's Management Area.

Table A.3.7: Water Services Overview (Water)

Settlement Type	2011/2012		2022/2023		Water category									
	Households	Population	Households	Population	Adequate: Formal	Adequate: Informal	Adequate: Sahred Services	Water resources needs only	O&M needs only	Infrastructure needs only	Infrastructure & O&M needs	Infrastructure, O&M & Resource need	No Services: Informal	No Services: Formal
URBAN														
Metropolitan Area					Adequate			Below RDP					None	
Sub-Total	**0**	**0**	**0**	**0**										
Formal Town					Adequate			Below RDP					None	
Stellenbosch	16 206	47 712	26 798	82 355	P		P							
Franschhoek	3 497	9 076	6 882	19 129	P		P							
Dwars River	2 615	11 379	3 609	15 709	P		P							
Klapmuts	1 703	6 679	3 150	12 347	P		P							
Raithby	217	908	270	1 129	P		P							
Sub-Total	**24 238**	**75 754**	**40 709**	**130 668**										
Townships					Adequate			Below RDP					None	
Sub-Total	**0**	**0**	**0**	**0**										
Informal Settlements					Adequate			Below RDP					None	
Stellenbosch	8 461	33 844	8 726	34 904		P							P	
Franschhoek	1 635	6 540	1 895	7 580		P								
Dwars River	30	120	52	208		P							P	
Klapmuts	256	1 024	569	2 276		P								
						P								
Sub-Total	**10 382**	**41 528**	**11 242**	**44 968**										
Working towns & service centres					Adequate			Below RDP					None	
Sub-Total	**0**	**0**	**0**	**0**										
Sub-Total: (Urban)	**34 620**	**117 282**	**51 951**	**175 636**										
RURAL														
Rural / Farming					Adequate			Below RDP					None	
Stellenbosch Rural	8 800	38 451	10 366	45 293	P		P							P
Sub-Total	**8 800**	**38 451**	**10 366**	**45 293**										
Informal Settlements					Adequate			Below RDP					None	
Sub-Total	**0**	**0**	**0**	**0**										
Sub-Total (Rural)	**8 800**	**38 451**	**10 366**	**45 293**										
TOTAL	**43 420**	**155 733**	**62 317**	**220 930**										

Table A.3.8: Water Services Overview (Sanitation)															
	2011/2012		2022/2023		Sanitation category										
Settlement Type	Households	Population	Households	Population	Adequate: Formal	Adequate: Informal	Adequate: Sahred Services	Water resources needs only	O&M needs only	Infrastructure needs only	Infrastructure & O&M needs	Infrastructure, O&M & Resource need	No Services: Informal	No Services: Formal
URBAN															
Metropolitan Area					Adequate			Below RDP					None	
Sub-Total	**0**	**0**	**0**	**0**											
Formal Town					Adequate			Below RDP					None	
Stellenbosch	16 206	47 712	26 798	82 355	P		P								
Franschhoek	3 497	9 076	6 882	19 129	P		P								
Dwars River	2 615	11 379	3 609	15 709	P		P								
Klapmuts	1 703	6 679	3 150	12 347	P		P								
Raithby	217	908	270	1 129	P		P								
Sub-Total	**24 238**	**75 754**	**40 709**	**130 668**											
Townships					Adequate			Below RDP					None		
Sub-Total	**0**	**0**	**0**	**0**											
Informal Settlements					Adequate			Below RDP					None		
Stellenbosch	8 461	33 844	8 726	34 904		P									
Franschhoek	1 635	6 540	1 895	7 580		P									
Dwars River	30	120	52	208		P							P		
Klapmuts	256	1 024	569	2 276		P									
Sub-Total	**10 382**	**41 528**	**11 242**	**44 968**											
Working towns & service centres					Adequate			Below RDP					None		
Sub-Total	**0**	**0**	**0**	**0**											
Sub-Total: (Urban)	**34 620**	**117 282**	**51 951**	**175 636**											
RURAL															
Rural / Farming					Adequate			Below RDP					None		
Stellenbosch Rural	8 800	38 451	10 366	45 293	P		P							P	
Sub-Total	**8 800**	**38 451**	**10 366**	**45 293**											
Informal Settlements					Adequate			Below RDP					None		
Sub-Total	**0**	**0**	**0**	**0**											
Sub-Total (Rural)	**8 800**	**38 451**	**10 366**	**45 293**											
TOTAL	**43 420**	**155 733**	**62 317**	**220 930**											

B. WSDP PERFORMANCE REPORT

B.1. WSDP Reference and Status

The last approved WSDP is available on Stellenbosch Municipality's website (23 November 2018). Stellenbosch Municipality is currently updating their WSDP for the new five-year WSDP cycle (2022-2027). The updated WSDP will include the following sections.

- Administration, Information and Comprehensive Overview Report;
- Future Demand and Functionality Requirements Report;
- WSDP IDP Water Sector Input Report; and
- Updated WSDP website.

Table B.1.1: WSDP and Reporting Reference

Nr	WSDP Title and Reference	Status	Date	WSDP Year	Financial Year	Reporting year
1	WSDP from website	Drafted:	November 2018	Year 1	2018/19	Year - 4
		Comment submit:	July 2019	Year 2	2019/20	Year - 3
		Finalised:	August 2019	Year 3	2020/21	Year - 2
		Adopted:	August 2019	Year 4	2021/22	Year - 1
		Published:	August 2019	**Year 5**	**2022/23**	**Year 0**

Legend:

- Past Financial Years
- Previous Financial Year (financial year of reporting)
- Future Years

B.2. Performance on Water Services Objectives and Strategies

The IDP is the Municipality's single most strategic document that drives and directs all implementation and related processes. The Municipality's budget is developed based on the priorities, programmes and projects of the IDP, after which a Service Delivery and Budget Implementation Plan (SDBIP) is developed, to ensure that the organisation actually delivers on the IDP targets.

The SDBIP is the process plan and performance indicator / evaluation for the execution of the budget. The SDBIP is being used as a management, implementation and monitoring tool that assists and guide the Executive Mayor, Councillors, City Manager, Senior Managers and the community. The plan serves as an input to the performance agreements of the City Manager and Directors. It also forms the basis for the monthly, quarterly, mid-year and the annual assessment report and performance assessments of the City Manager and Directors.

Finally, the Annual Report, of which the Water Services Audit Report forms a part, records the success or otherwise of the previous year's implementation.

The table below gives an overview of the Municipality's performance on the water and sanitation objectives and strategies per WSDP topic.

Table B.2.1: Performance on Water Services Objectives and Strategies per WSDP Topic

Nr	Objective / Strategy	Key Performance Indicator	Inclusion (yes/no)		WSDP Year 1		WSDP Year 2		WSDP Year 3		WSDP Year 4		WSDP Year 5	
					FY 1	2018/19	FY 2	2019/20	FY 3	2020/21	FY 4	2021/22	FY 5	2022/23
			WSDP	IDP	Target	Actual	Target	Actual	Target	Actual	Target	Actual	Target	Actual
WSDP Topic 1: Administration														
WSDP Topic 2: Demographics														
WSDP Topic 3: Service levels														
	Provision of waterborne toilet facilities	Number of waterborne toilet facilities provided in informal settlements as identified by the Department: Integrated Human Settlements by 30 June	-	-			25	51	50	0	-	-	-	-
D925	Installation of new standpipes	Number of new standpipes installed by 30 June	Yes	Yes									50	26
WSDP Topic 4: Socio economic														
WSDP Topic 5: Water Services Infrastructure														
	Update of Infrastructure Asset Register for the Section: Water Treatment	Number of updates to the Infrastructure Asset Register submitted to the Portfolio Committee as a preventative maintenance tool by 30 March	-	-			1	0	1	1	1	0	-	-
	Update the Infrastructure Asset Register for the Section: Wastewater Treatment	Update of Infrastructure Asset Register for the Section: Wastewater Treatment by 31 March	-	-			1	1	1	1	1	1	-	-
D546	Update of Infrastructure Asset Register.	Number of updates to the Infrastructure Asset Register submitted to the Portfolio Committee as a preventative maintenance tool by 31 March	Yes	Yes			1	1	1	1	1	1	1	0
D528	Update of Infrastructure Asset Register for the Section: Water and Wastewater Network Operations	Number of updates to the Infrastructure Asset Register submitted to the Portfolio Committee as a preventative maintenance tool by 31 March	Yes	Yes									1	0
D1125	Construction of the new Jamestown Reservoir	Number of new Jamestown Reservoirs constructed by 30 June	Yes	Yes									1	0
WSDP Topic 6: Operation Maintenance														
D919	Waste water quality managed and measured ito the DWS's License conditions for physical and micro parameters	Percentage waste water quality compliance as per analysis certificate measured quarterly	Yes	Yes			75%	64.00%	70%	51.00%	-	-	70%	46.79%
	Improvement of Franschhoek water supply system to meet the Blue Drop Equivalent.	Number of Status improvement reports on the Franschhoek water supply system to meet the Blue Drop Equivalent to be reached by June	-	-			1	0	1	1	1	0	-	-
D929	Water quality measured quarterly ito the SANS 241 physical and micro parameters	Percentage water quality level as per analysis certificate measured quarterly.	Yes	Yes			90%	90.96%	90%	94.63%	-	-	90%	95.18%
WSDP Topic 7: Associated services														
WSDP Topic 8: Conservation and Demand management														
D417	Submission of the updated Long Term Water Conservation and Water Demand Strategy to the Senior Manager: Water and Wastewater Services	Number of updated Long Term Water Conservation and Water Demand Strategies submitted to the Senior Manager: Water and Wastewater Services by 30 June	Yes	Yes			1	0	-	-	1	0	1	0
D549	Submit the reviewed Water and Sanitation Master Plans to the Portfolio Committee: Infrastructure	Number of Water and Sanitation Master Plans submitted to the Portfolio Committee: Infrastructure Services by 31 March	Yes	Yes			1	0	1	0	1	0	1	0
D930	Limit unaccounted water to less than 25%	Percentage of average unaccounted water measured by 30 June	Yes	Yes			25%	20.50%	25%	15.75%	-	-	25%	27.42%
D520	Implement Water Demand Management measures	Number of Water Demand Management Devices installed by 30 June	Yes	Yes			4	3	200	1074	200	698	200	175
D521	Implementation of the pipe replacement programme	Number of metres of pipe replaced in the pipe replacement programme, measured per quarter	Yes	Yes					1000	434	1000	2020	1000	288
D523	Implementation of the indigent household water leak repair programme	Number of indigent household water leaks repaired by 30 June.	Yes	Yes							500	321	80	50
D522	Repair burst pipes within 5 hours from receiving the complaint	Percentage of burst pipes repaired within 5 hours from receiving the complaint.	Yes	Yes							80%	85.00%	90%	166.75%
	Implementation of the household leak repair programme	Number of water leak and pipe replacement programme, measured as at 30 June.	-	-					500	1058	-	-	-	-

Table B.2.1: Performance on Water Services Objectives and Strategies per WSDP Topic

Nr	Objective / Strategy	Key Performance Indicator	Inclusion (yes/no)		WSDP Year 1		WSDP Year 2		WSDP Year 3		WSDP Year 4		WSDP Year 5	
					FY 1	2017/18	FY 2	2018/19	FY 3	2019/20	FY 4	2020/21	FY 5	2021/2022
			WSDP	IDP	Target	Actual	Target	Actual	Target	Actual	Target	Actual	Target	Actual
WSDP Topic 9: Water Resources														
D548	Submission of a revised Water Resources Master Plan to the Director: Infrastructure Services	Number of revised Water Resources Master Plans submitted to the Director: Infrastructure Services by 30 June	Yes	Yes			1	1	1	0	1	0	1	0
D914	Submission of the revised Wastewater Master Plan to the Municipal Manager	Number of revised Wastewater Master Plans submitted to the Municipal Manager by 30 June	Yes	Yes									1	0
WSDP Topic 10: Financial profile														
D536	Spend the Department: Water and Wastewater Services approved Capital Budget	Percentage of approved Capital Budget of the Department: Water and Wastewater Services actually spent by 30 June	Yes	Yes			90%	21.46%	90%	91.00%	90%	73.67%	90%	90.60%
	Spend the Section: Wastewater Treatment approved Capital Budget	Percentage of approved Capital Budget of the Section: Wastewater Treatment actually spent by 30 Jun	-	-			90%	49.28%	90%	102.00%	90%	77.59%	-	-
D554	Spend the Section: Water Treatment approved Capital Budget	Percentage of approved Capital Budget of the Section: Water Treatment actually spent by 30 June	Yes	Yes			90%	7.86%	90%	70.00%	90%	67.83%	90%	90.30%
D519	Spend the Section: Water and Wastewater Network Operations approved Capital Budget	Percentage of approved Capital Budget of the Section: Water and Wastewater Network Operations actually spent by 30 June	Yes	Yes			90%	23.43%	90%	70.00%	90%	77.59%	90%	95.50%
WSDP Topic 11: Institutional Arrangements profile														
	Submit the Water Services By-law for promulgation	Number of Water Services By-laws submitted for promulgation by 31 March	-	-			1	1	1	0	-	-	-	-
D555	Submit an Annual Water Services Audit Report to the Portfolio Committee: Infrastructure Services	Number of Annual Water Services Audit Reports submitted to the Portfolio Committee: Infrastructure Services by 30 June	Yes	Yes			1	0	1	0	1	0	1	0
	Report to the Snr Manager: Water and Waste Water Services on WULAS	Number of reports submitted to the Snr Manager: Water and Waste Water Services on WULAS by 30 June	-	-					1	0	-	-	-	-
D860	Update Water use Licenses (WULA)	Percentage of WULA updated by 30 June	Yes	Yes							20%	0.00%	20%	0.00%
D547	Submit the Water Services Tariffs to the Directorate: Financial Services	Number of Water Services Tariffs submitted to the Directorate: Financial Services by 31 January	Yes	Yes							1	0	1	1
D524	Unblock municipal sewer blockages within 5 hours from receiving the complaint	Percentage of sewer blockages unblocked within 5 hours from receiving the complaint	Yes	Yes							80%	85.00%	90%	60.97%
WSDP Topic 12: Social and Customer service requirements														
WSDP Topic 13: Needs development plan														

Note: Not all the KPIs for Infrastructure Services Water and Wastewater Services, Wastewater Treatment, Water Treatment and Water and Wastewater Network Operations are included in the above table.

Legend:

	Past Financial Years
	Previous Financial Year (financial year of reporting)
	Future Years

The following water and sanitation related investigations were successfully completed during the last financial year.

- The Water Services Audit Report for the 2021/2022 financial year was finalised and approved by the Council as part of the Annual Report. The water balance models were also updated for each of the distribution systems (Up to the end of June 2022) as part of the WSDP Performance- and Water Services Audit Process.

- Stellenbosch Municipality continues with the monitoring of the Minimum Night Flows at various locations in order to identify the areas with unrealistic high night flows. The SCADA system is used to monitor the flows for the different areas.

- Stellenbosch Municipality continues with the implementation of their Drinking Water Quality and Effluent Quality Sampling Programmes (Both Operational and Compliance Monitoring). The effluent discharged by industrial consumers into the Municipality's sewer system is also monitored by Stellenbosch Municipality.

- The water and sewerage infrastructure constructed during the 2022/2023 financial year were added to the Asset Register and the Asset Register was updated.

The following awards / acknowledgements were also received by the Municipality:

- **Stellenbosch Municipality's performed well with regard to DWS's 2021 Blue Drop Progress Assessment (Drinking Water Process and Quality). The Blue Drop Risk Ratings for the five systems evaluated were 23.5%, 22.5%, 26.3%, 39.9% and 35.2%, which all fall in the low-risk category (<50%).** The risk ratings were determined based on the following system specific risk indicators.
  - Design capacity;
  - Operational capacity;
  - Water Quality Compliance;
  - Technical Skills; and
  - Water Safety Plans.

- **Stellenbosch Municipality is performing above average with regard to wastewater quality management, with an overall Green Drop Score of 84% for DWS's 2021 assessment.** This marks a progressive upwards movement from the 2013 baseline score of 40%. The Regulator note the change being brought about by a highly committed and qualified team, coupled by systematic improvements made over several years since the last Green Drop assessments. Four of the five systems have scored above 80% and all five systems reside in the medium- and low risk CRR positions.

B.3. Status of Water Services Projects

Stellenbosch Municipality completed or continued the following key water and sewerage capital infrastructure projects during the last financial year (Projects with capital expenditure above R1 000 000 for the 22/23 financial year).

- The Municipality started with the construction of the new Vlottenburg reservoir and pipeline.
- The construction of the new Rosendal reservoir was completed.
- The Municipality continued with the implementation of the various WC/WDM measures, which include the upgrade and replacement of water meters.
- Stellenbosch Municipality continued with the implementation of their water and sewer pipeline replacement programmes.
- The Municipality continued with the upgrading of the Wemmershoek and Pniel WWTWs.
- The Municipality continued with the upgrading of the Franschhoek sewer network (Langrug / Mooiwater).

The capital expenditure for the water and sewerage infrastructure for the 2022/2023 financial year is indicated in the table below. The capital budget expenditure, for the 2022/2023 financial year, was R73.907 million (89.2% of the budget) for the water infrastructure projects and R40.101 million (92.4% of the budget) for the sewerage infrastructure projects.

Table B.3.1: Water Services Projects Status and Performance

Nr	Project Title and Description	Inclusion		Total Project Cost R'000	Project Progress (%)	Year 0 Performance - FY2022/23			Funding Source(s)	Project Category / Type	Planned Period		Project Status	Actual Completion Year
		WSDP	IDP			FY Budget R'000	Expended R'000	%			From FY	To FY		
1	Bulk water supply Klapmuts	Yes	Yes	R33 841	76%	R3 158	R171	5%	Ext Loan	Water	2019/2020	2023/2024	In Progress	-
2	Bulk Water Supply Pipe and Reservoir - Kayamandi	Yes	Yes	R13 478	100%	R796	R498	63%	Ext Loan	Water	2019/2020	2022/2023	Completed	2022/2023
3	Bulk Water Supply Pipeline and Reservoir - Jamestown	Yes	Yes	R34 816	7%	R999	R999	100%	IUDG	Water	2020/2021	2023/2024	In Progress	-
						R452	R0	0%	Ext Loan					
4	Furniture, Tools and Equipment : Reticulation	Yes	Yes	R881	43%	R147	R145	99%	CRR	Water	2019/2020	2025/2026	In Progress	-
5	New Reservoir and Pipeline: Vlottenburg	Yes	Yes	R142 592	43.90%	R1 450	R141	10%	CRR	Water	2020/2021	2024/2025	In Progress	-
						R31 701	R31 701	100%	Ext Loan	Water				
						R7 500	R6 668	89%	DC - Water	Water				
						R22 385	R22 385	100%	IUDG	Water				
6	New Reservoir Rosendal	Yes	Yes	R14 020	100%	R1 647	R1 304	79%	Ext Loan	Water	2019/2020	2023/2024	Completed	2022/2023
						R0	R0	0%	CRR					
7	Northern Extension: Phase 2 Water Infrastructure	Yes	Yes	R323	100%	R2	R0	0%	CRR	Water	2020/2021	2021/2022	Completed	2021/2022
8	Reservoirs and Dam Safety	Yes	Yes	R8 209	70%	R1 500	R992	66%	Ext Loan	Water	2019/2020	2025/2026	In Progress	-
						R0	R0	0%	CRR					
9	Upgrade and Replace Water Meters	Yes	Yes	R14 774	70%	R2 900	R2 675	92%	CRR	Water	2019/2019	2025/2026	In Progress	-
10	Water Conservation & Demand Management	Yes	Yes	R21 646	54%	R2 000	R1 905	95%	Ext Loan	Water	2019/2020	2025/2026	In Progress	-
11	Water Treatment Works: Idas Valley	Yes	Yes	R4 158	76%	R412	R238	58%	Ext Loan	Water	2019/2020	2023/2024	In Progress	-
12	Waterpipe Replacement	Yes	Yes	R25 006	40%	R4 000	R2 605	65%	Ext Loan	Water	2019/2020	2025/2026	In Progress	-
13	Dwarsriver Bulk Supply Augmentation and Network Upgrades	Yes	Yes	R7 830	1%	R400	R80	20%	CRR	Water	2022/2023	2025/2026	In Progress	-
14	Update Water Masterplan	Yes	Yes	R4 121	27%	R1 000	R1 000	100%	CRR	Water	2022/2023	2025/2026	In Progress	-
15	WSDP (tri-annually)	Yes	Yes	R400	100%	R400	R400	100%	CRR	Water	2022/2023	2022/2023	Completed	2022/2023
16	Chlorination Installation: Upgrade	Yes	Yes	R5 500	0%	R10	R0	0%	CRR	Water	2022/2023	2025/2026	Not Implemented	-
Total Water				**R331 594**	**49%**	**R82 858**	**R73 907**	**89%**						
17	Extention Of WWTW: Stellenbosch	Yes	Yes	R27 108	78%	R465	R0	0%	Ext Loan / CRR	Sewer	2019/2020	2024/2025	In Progress	-
18	Furniture, Tools and Equipment : Sanitation	Yes	Yes	R2 126	48%	R292	R292	100%	CRR	Sewer	2019/2020	2025/2026	In Progress	-
19	Sewer pipeline replacement	Yes	Yes	R30 536	8%	R1 500	R593	40%	CRR	Sewer	2019/2020	2025/2026	In Progress	-
20	Upgrade of WWTW Wemmershoek	Yes	Yes	R105 375	34%	R11 188	R10 655	95%	Ext Loan / IUDG	Sewer	2019/2020	2025/2026	In Progress	-
						R0	R0	0%	CRR					
21	Upgrade of WWTW: Pniel & Decommissioning of Franschhoek	Yes	Yes	R147 658	100%	R0	R0	0%	CRR	Sewer	2019/2020	2022/2023	Completed	2022/2023
						R24 152	R23 839	99%	Ext Loan / IUDG					
22	Upgrade Auto-Samplers	Yes	Yes	R200	0%	R5	R0	0%	CRR	Sewer	2022/2023	2025/2026	Not Implemented	-
23	New Development Bulk Sewer Supply WC024	Yes	Yes	R2 495	20%	R679	R495	73%	CRR	Sewer	2022/2023	2025/2026	In Progress	-
24	Update Sewer Masterplan	Yes	Yes	R2 000	25%	R500	R500	100%	CRR	Sewer	2022/2023	2025/2026	In Progress	-
25	Compilation of Water Service Development Plan (tri-annually)	Yes	Yes	R1 000	0%	R10	R0	0%	CRR	Sewer	2022/2023	2025/2026	In Progress	-
26	Refurbish Plant & Equipment - Raithby WWTW	Yes	Yes	R8 000	0%	R500	R0	0%	External Loan	Sewer	2022/2023	2024/2025	Not Implemented	-
27	Effluent Recycling of Waste Water 10Ml per day	Yes	Yes	R0	0%	R10	R0	0%	CRR	Sewer	2022/2023	2022/2023	Not Implemented	-
28	Franschhoek Sewer Network Upgrade (Langrug/Mooiwater)	Yes	Yes	R3 728	100%	R4 000	R3 728	93%	External Loan	Sewer	2022/2023	2022/2023	Completed	2022/2023
29	Vehicles: Sanitation	Yes	Yes	R4 300	0%	R10	R0	0%	CRR	Sewer	2022/2023	2025/2026	In Progress	-
30	Sewer Pumpstation & Telemetry Upgrade	Yes	Yes	R5 500	0%	R100	R0	0%	CRR	Sewer	2022/2023	2025/2026	In Progress	-
Total Wastewater				**R340 025**	**63%**	**R43 409**	**R40 101**	**92%**						
Total				**R671 620**	**56%**	**R126 268**	**R114 008**	**90%**						

B.4. Past Financial Year Water Services Projects Impact Declaration

The impacts of the water and sewerage capital projects, which were implemented by Stellenbosch Municipality in the previous financial year, were as follows.

Table B.4.1: Past Financial Year Project Impact Declaration

Nr	Project Title and Description	Project Category	Settlements which benefitted	Nr Beneficiaries		Impact Declaration
				Households	Population	
1	Bulk water supply Klapmuts	Bulk water pipelines	Klapmuts	3719	14623	Ensure adequate bulk water pipeline and water reticulation capacity
2	Bulk Water Supply Pipe and Reservoir - Kayamandi	Reservoir Storage	Kayamandi	8568	24645	Ensure adequate storage capacity for Kayamandi
3	Bulk Water Supply Pipeline and Reservoir - Jamestown	Reservoir Storage	Stellenbosch - Jamestown	602	2840	Ensure adequate storage capacity for Jamestown
4	Furniture, Tools and Equipment: Reticulation	Other	Management Area	-	-	Ensure adequate O&M of existing water infrastructure
5	New Reservoir and Pipeline: Vlottenburg	Reservoir Storage	Vlottenburg	Unknown	Unknown	Ensure adequate storage capacity for Vlottenburg
6	New Reservoir Rosendal	Reservoir Storage	Rosendal	Unknown	Unknown	Ensure adequate storage capacity for Rosendal
7	Northern Extension: Phase 2 Water Infrastructure	Other	Stellenbosch	-	-	Planning for Northern Extension Phase 2
8	Reservoirs and Dam Safety	Reservoir Storage	Management Area	-	-	Dam Safety Reports
9	Upgrade and Replace Water Meters	WC/WDM	Management Area	1070	3852	Reduce NRW and Water Losses through effective metering
10	Water Conservation & Demand Management	WC/WDM	Management Area	762	2744	Implement WC/WDM measures to further reduce NRW and Water Losses
11	Water Treatment Works: Idas Valley	WTW	Stellenbosch	-	-	Planning for the upgrade of the Idas Valley WTW.
12	Waterpipe Replacement	Water Reticulation	Management Area	87	313	Implement Pipeline Replacement Programme to further reduce NRW and Water Losses.
13	Dwarsriver Bulk Supply Augmentation and Network Upgrades	Bulk water pipelines	Dwarsrivier	3661	15917	Upgrade bulk water pipelines and reticulation network to ensure adequate supply.
14	Update Water Masterplan	Other	Management Area	-	-	Water Services Master Planning
15	WSDP (tri-annually)	Other	Management Area	-	-	Compile new WSDP for the 2022-2027 Cycle
16	Chlorination Installation: Upgrade	WTW	Management Area	-	-	Project was not implemented
17	Extention of WWTW: Stellenbosch	WWTW	Stellenbosch	-	-	Ensure adequate treatment capacity and final effluent quality discharged from the WWTW complies with the legal quality requirements.
18	Furniture, Tools and Equipment: Sanitation	Other	Management Area	-	-	Ensure adequate O&M of existing sewerage infrastructure.
19	Sewer pipeline replacement	Sewer drainage networks	Management Area	20	71	Ensure adequate sewer drainage network capacity, reduce sewer blockages.
20	Upgrade of WWTW Wemmershoek	WWTW	Wemmershoek	8777	26709	Ensure adequate treatment capacity and final effluent quality discharged from the WWTW complies with the legal quality requirements.
21	Upgrade of WWTW: Pniel & Decommissioning of Franschhoek	WWTW	Pniel	3661	15917	Ensure adequate treatment capacity and final effluent quality discharged from the WWTW complies with the legal quality requirements.
22	Upgrade Auto-Samplers	WWTW	Management Area	-	-	Project was not implemented
23	New Development Bulk Sewer Supply WC024	Bulk Sewer	Management Area	-	-	Required sewerage infrastructure planning for new developments
24	Update Sewer Masterplan	Other	Management Area	-	-	Sanitation Services Master Planning
25	Compilation of Water Service Development Plan (tri-annually)	Other	Management Area	-	-	Compile new WSDP for the 2022-2027 Cycle
26	Refurbish Plant & Equipment - Raithby WWTW	WWTW	Raithby	-	-	Project was not implemented
27	Effluent Recycling of Waste Water 10Ml per day	WWTW	Management Area	-	-	Project was not implemented
28	Franschhoek Sewer Network Upgrade (Langrug/Mooiwater)	Sewer drainage networks	Franschhoek	124	447	Ensure adequate sewer drainage network capacity, reduce sewer blockages.
29	Vehicles: Sanitation	Other	Management Area	-	-	Project was not implemented
30	Sewer Pumpstation & Telemetry Upgrade	Pump Stations	Management Area	-	-	Project was not implemented
	TOTAL			**31052**	**108078**	

C. WATER SERVICES AUDIT REPORT

C.1. Quantity of Water Services Provided (Water Balance)

Detail IWA Water Balances are available for each of the water distribution systems in Stellenbosch Municipality's Management Area. The graph below gives an overview of the average daily raw water supply to all the towns.

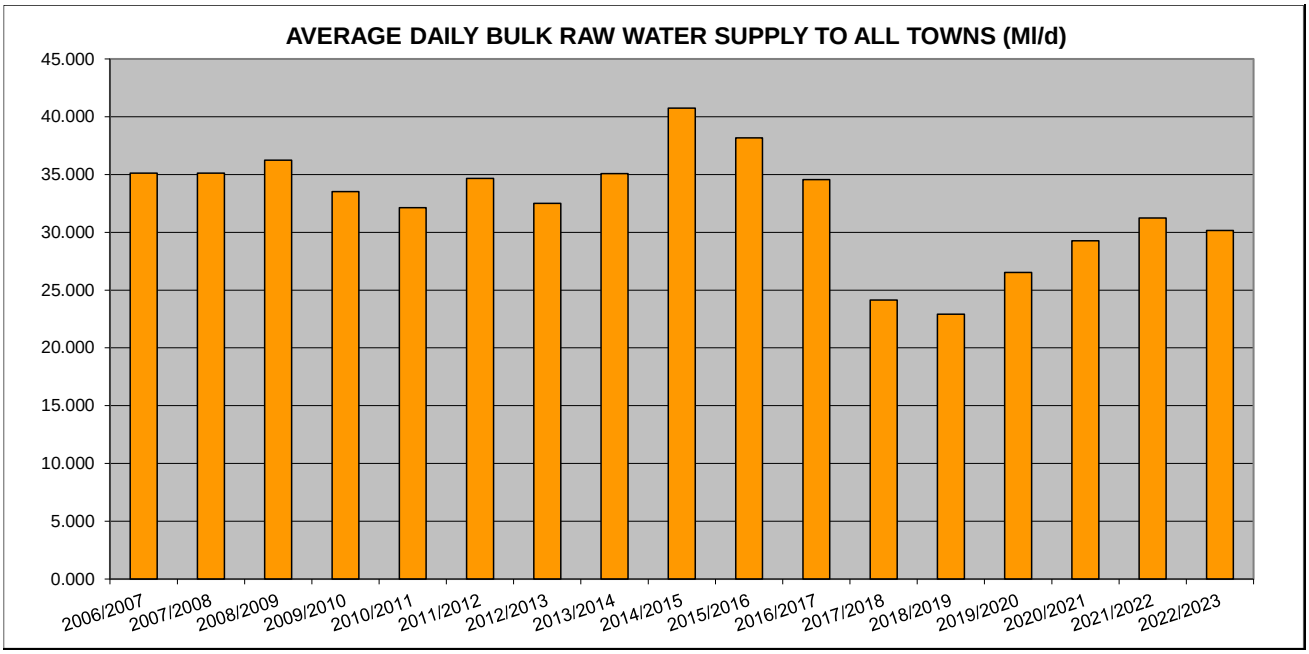


Figure C.1.1: Average daily bulk raw water supply to all the towns in Stellenbosch Municipality

The graph below gives an overview of the annual system input volumes and NRW for the various distribution systems in Stellenbosch Municipality's Management Area.

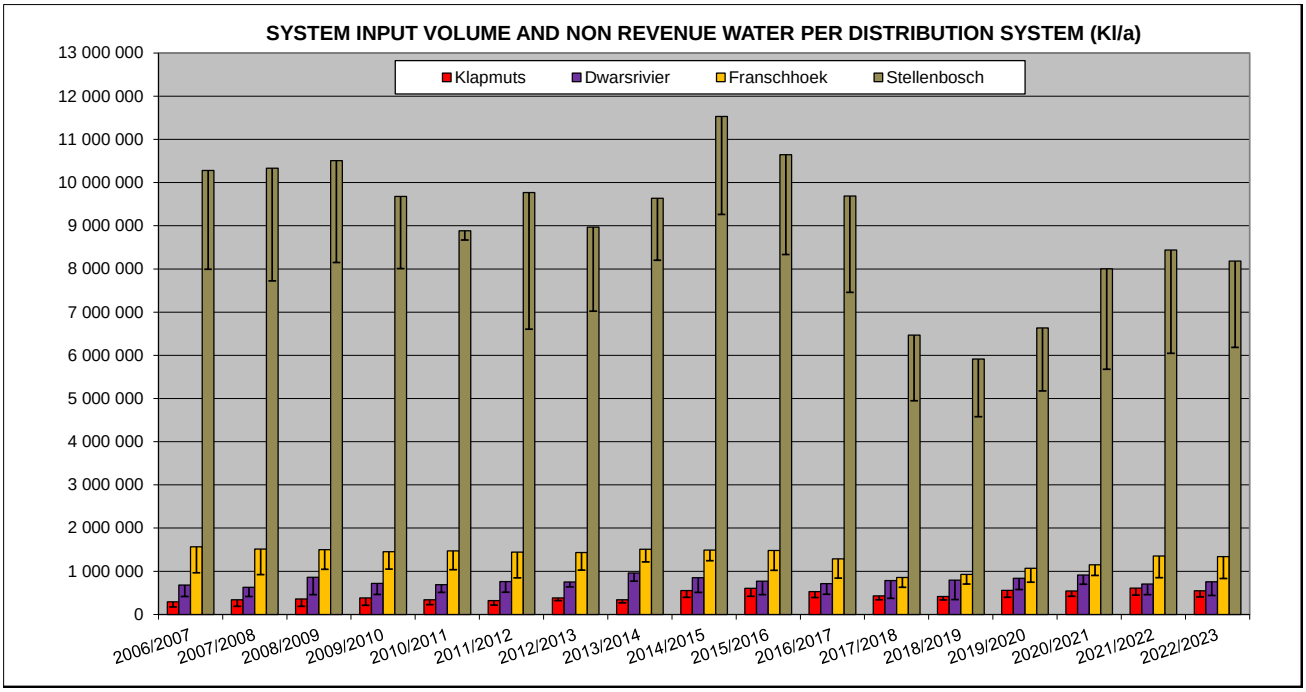


Figure C.1.2: System input volumes and NRW for the various water distribution systems

Quantity of water provided by the WSA

All water sources are supplied with bulk water meters and accurate records are kept of all bulk water meter readings. The table below gives an overview of the annual volume of bulk potable water supplied (System Input Volume) for each of the water distribution systems within Stellenbosch Municipality's Management Area.

Table C.1.1: Bulk potable water supplied to the various systems (System Input Volume)

Distribution System	Source	Record: Prior (Ml/a)					
		22/23	21/22	20/21	19/20	18/19	17/18
Stellenbosch	Eerste River, WCWSS, CCT	8 180.973	8 440.869	8 002.551	6 634.438	5 916.404	6 468.525
Franschhoek	Perdekloof and Wemmershoek (CCT)	1 340.583	1 353.083	1 149.087	1 067.033	927.535	857.825
Dwars River	Wemmershoek (CCT)	756.910	702.596	911.330	836.630	794.708	785.684
Klapmuts	Wemmershoek (CCT)	548.730	611.660	545.150	559.826	417.291	431.955
Total		**10 827.196**	**11 108.208**	**10 608.118**	**9 097.927**	**8 055.938**	**8 543.989**

The table below summarise the volume of water supplied from the Municipality's own sources, the WCWSS and the CCT.

Table C.1.2: Bulk water supplied from the various sources

Distribution System	Source / Bulk Service Provider	Record: Prior (Ml/a)					
		22/23	21/22	20/21	19/20	18/19	17/18
Water Supplied from the Municipality's Own Sources							
Stellenbosch	Eerste River (Raw Water)	3 889.139	4 632.684	4 836.881	3 638.217	4 026.022	3 365.267
	Groundwater (Potable Water)	0.000	0.000	0.000	190.177	321.339	7.266
Franschhoek	Perdekloof (Potable Water)	207.743	132.810	199.107	228.473	198.372	206.729
Total Own Sources		**4 096.882**	**4 765.494**	**5 035.988**	**4 056.867**	**4 545.733**	**3 579.262**
Total Own Sources (%)		**37.2%**	**41.8%**	**47.1%**	**41.9%**	**54.3%**	**40.6%**
Raw Water Supplied from the WCWSS							
Stellenbosch	WCWSS (Raw Water)	3 417.667	3 296.201	2 254.120	2 568.874	1 145.346	2 544.423
Total WCWSS		**3 417.667**	**3 296.201**	**2 254.120**	**2 568.874**	**1 145.346**	**2 544.423**
Total WCWSS (%)		**31.0%**	**28.9%**	**21.1%**	**26.5%**	**13.7%**	**28.9%**
Potable Water Supplied by the CCT (System Input Volume)							
Stellenbosch	CCT (Faure, Blackheath, Wemmershoek, Bloekombos, etc.)	1 056.355	809.546	986.900	821.399	732.388	817.831
Franschhoek	CCT Wemmershoek)	1 132.840	1 220.273	949.980	838.560	729.163	651.096
Dwars River	CCT (Wemmershoek)	756.910	702.596	911.330	836.630	794.708	785.684
Klapmuts	CCT (Wemmershoek)	548.730	611.660	545.150	559.826	417.291	431.955
Total CCT		**3 494.835**	**3 344.075**	**3 393.360**	**3 056.415**	**2 673.550**	**2 686.566**
Total CCT (%)		**31.8%**	**29.3%**	**31.8%**	**31.6%**	**32.0%**	**30.5%**
Total All Sources		**11 009.384**	**11 405.770**	**10 683.468**	**9 682.156**	**8 364.629**	**8 810.251**

The table below gives an overview of the quantity of water services provided / water balance for all the distribution systems in Stellenbosch Municipality's Management Area.

Table C.1.3: Quantity of Water Services Provided / Water Balance								
WSDP Ref. #	Regulations Ref. #	Description	m^3 per annum			Ml/d		
			Year 0	Year - 1	Year - 2	Year 0	Year - 1	Year - 2
			FY2022/23	FY2021/22	FY2020/21	FY2022/23	FY2021/22	FY2020/21
		RAW WATER						
7.2.1		Surface water purchased	6 912 502	6 640 276	5 647 480	18.94	18.19	15.47
7.1 / 7.2.2		Surface water abstracted	4 096 882	4 765 494	5 035 988	11.22	13.06	13.80
7.1 / 7.2.3		Ground water abstracted	0	0	0	0.00	0.00	0.00
7.2.14		Effluent recycled	0	0	0	0.00	0.00	0.00
7.2.4		*less* Raw water supplied to others	0	0	0	0.00	0.00	0.00
7.2.5		**Sub-Total: Raw Water supplied**	**11 009 384**	**11 405 770**	**10 683 468**	**30.16**	**31.25**	**29.27**
	10.2 (g) (i)	**BULK WATER SUPPLY**						
7.2.6		Volume of water treated	7 332 361	7 764 133	7 214 758	20.09	21.27	19.77
7.2.7	10.2 (a) (ii)	Purchased treated water	3 494 835	3 344 075	3 393 360	9.57	9.16	9.30
7.2.7A		Ground water not treated	0	0	0	0.00	0.00	0.00
7.2.6A		*less* Treated water supplied to others	0	0	0	0.00	0.00	0.00
		Sub-Total: System Input Volume	**10 827 196**	**11 108 208**	**10 608 118**	**29.66**	**30.43**	**29.06**
		WATER CONSUMPTION						
7.2.8.1		Billed Metered:	7 859 102	7 807 027	7 701 776	21.53	21.39	21.10
	10.2 (a) (i)	Domestic	4 963 773	5 069 493	5 001 148	13.60	13.89	13.70
	10.2 (a) (i)	Commercial	2 368 326	2 147 947	2 118 990	6.49	5.88	5.81
	10.2 (a) (i)	Industrial						
	10.2 (a) (i)	etc.	527 003	589 587	581 638	1.44	1.62	1.59
7.2.8.2		Billed Unmetered	0	0	0	0.00	0.00	0.00
	10.2 (a) (i)	Domestic	0	0	0	0.00	0.00	0.00
	10.2 (a) (i)	Commercial	0	0	0	0.00	0.00	0.00
	10.2 (a) (i)	Industrial	0	0	0	0.00	0.00	0.00
	10.2 (a) (i)	etc.	0	0	0	0.00	0.00	0.00
7.2.8.3		Unbilled Metered	324 815	333 246	318 245	0.89	0.91	0.87
7.2.8.4		Unbilled Unmetered	21 654	22 216	21 216	0.06	0.06	0.06
	10.2 (g) (i)	**Sub-Total: Authorized consumption**	**8 205 571**	**8 162 489**	**8 041 237**	**22.48**	**22.36**	**22.03**
		WATER LOSSES						
7.3.1		Raw water bulk loss	182 188	297 562	75 350	0.50	0.82	0.21
7.2.3/7.2.4		Billing losses	346 469	355 462	339 461	0.95	0.97	0.93
7.2.5		Apparent losses	393 244	441 858	385 032	1.08	1.21	1.05
7.2.5.1		Illegal connections	78 649	88 372	77 006	0.22	0.24	0.21
7.2.5.2		Inaccurate meters	183 514	206 200	179 682	0.50	0.56	0.49
7.2.5.3		Data errors	131 081	147 286	128 344	0.36	0.40	0.35
7.2.6		Real losses	2 228 381	2 503 861	2 181 849	6.11	6.86	5.98
	10.2 (g) (ii)	**Sub-Total: Water Losses**	**2 621 625**	**2 945 719**	**2 566 881**	**7.18**	**8.07**	**7.03**
		WASTEWATER TREATMENT						
7.2.9	10.2 (a) (iii)	Total received at WWTW	10 598 363	8 978 445	8 329 282	29.04	24.60	22.82
7.2.11		Total discharged	9 672 995	8 194 126	7 599 584	26.50	22.45	20.82
7.2.13		Returned to environment	9 200 339	7 803 072	7 237 536	25.21	21.38	19.83
7.2.14		Recycled	472 656	391 054	362 048	1.29	1.07	0.99
	10.2 (a) (iv)	**Quantity of water supplied not discharged to WWTW's**	**-2 392 792**	**-815 956**	**-288 045**	**-6.56**	**-2.24**	**-0.79**

Quantity of water used by each user sector:

The figure below gives an overview of Stellenbosch Municipality's overall water usage per Sector for the last three financial years.

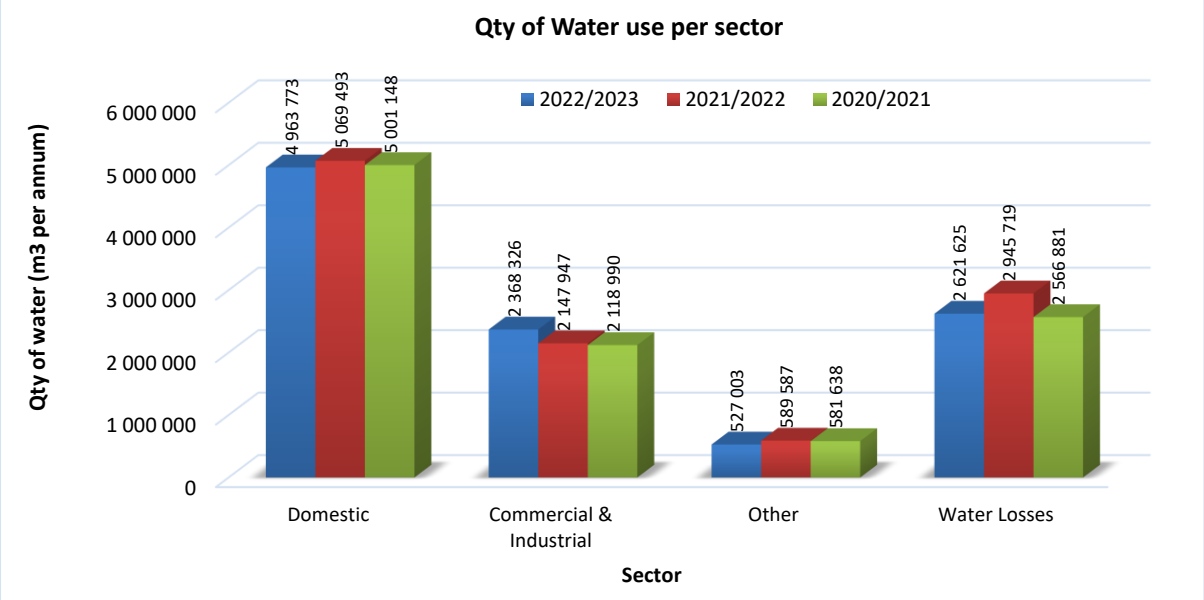


Figure C.1.3: Quantity of water services provided / water balance

The table below gives a summary of the billed metered consumption per type of user for the last two financial years.

Table C.1.4: Quantity of water used by each user sector (Billed Metered Consumption in Ml/a)

Town	Year	Residential	Business & Industrial	Other	Total
Stellenbosch	21/22	3 629.876	1 922.058	493.822	6 045.756
	22/23	**3 588.046**	**2 172.315**	**424.396**	**6 184.757**
Franschhoek	21/22	614.028	187.053	49.352	850.433
	22/23	**604.756**	**170.831**	**55.122**	**830.709**
Dwars River	21/22	441.222	4.968	13.891	460.081
	22/23	**416.475**	**4.204**	**19.009**	**439.688**
Klapmuts	21/22	397.145	22.864	30.748	450.757
	22/23	**354.496**	**20.976**	**28.476**	**403.948**
Total	21/22	5 082.271	2 136.943	587.813	7 807.027
	22/23	**4 963.773**	**2 368.326**	**527.003**	**7 859.102**

Quantity of effluent received at WWTWs (Ml/a):

The influent received at all the WWTWs is currently metered and monitored. The monthly WWTW's flows and rainfall at the various WWTWs are included in Annexure A.

Table C.1.5: Quantity of effluent received at the various WWTWs

WWTW	Record: Prior (Ml/a)		
	22/23	21/22	20/21
Stellenbosch WWTW	7 909.000	6 707.930	6 264.677
Wemmershoek WWTW	1 544.110	1 113.159	976.276
Pniel WWTW	662.140	644.344	616.087
Klapmuts WWTW	444.163	489.308	450.615
Raithby WWTW	38.950	23.704	21.627
Total	**10 598.363**	**8 978.445**	**8 329.282**

Quantity of treated effluent returned to the water resource system:

There is a need to report on the volume or proportion of treated effluent that is returned from each WWTW to the Water Resource System. These return flows can be significant and can add to the water resources of a catchment and need to be accounted for. In other instances, the effluent is not returned and is diverted to oxidation ponds or is re-used on parks, sports fields, etc.

All effluent discharged into the Municipal sewer systems are treated at the existing WWTWs and the total returns to the water resource system for Stellenbosch Municipality are summarised in the table below.

Table C.1.6: Total returns to the water resource system

WWTW	Type of WWTW	Resource Name (River, Dam, Other)	Current returns (2022/2023)		
			Total Returns (Ml/a)	Portion (%) of total influent returned	Portion (%) of total influent re-used
Stellenbosch	Biological Filters, Activated Sludge and Extended Aeration	Veldwachters River	6 722.650	85%	5%
Wemmershoek	Activated Sludge	Wemmershoek River	1 389.699	90%	5%
Pniel	Activated Sludge	Dwars River	629.033	95%	0%
Klapmuts	Activated Sludge	Klapmuts River	421.955	95%	0%
Raithby	Rotating Biological Contactors	Raithby River, a tributary that flows into the Eerste River	37.003	95%	0%

The current effluent re-use practices at the WWTWs are as follows.

Table C.1.7: Current effluent re-use practices at the various WWTWs

WWTWs	Current effluent re-use practices
Stellenbosch	Wash water at WWTW and some irrigation of WWTW terrain.
Wemmershoek	Wash water at WWTW and some irrigation of WWTW terrain.
Pniel	Wash water at WWTW and some irrigation of WWTW terrain.
Klapmuts	Wash water at WWTW and some irrigation of WWTW terrain.
Raithby	Wash water at WWTW.

C.2. Water Services Delivery Profile

The National Norms and Standards for Domestic Water and Sanitation Services, as published in the Government Gazette No.41100 of 8 September 2017, makes provision for the following norms and standards for levels of water supply and sanitation services:

Table C.2.1: Norms and standards for levels of water supply services

Full level of service: People access and pay for more than 90 l/c/d at high pressure.	Interim **Full**	**Full provision**: People access a minimum of 50 l/c/d of SANS241 quality water on demand at the boundary of the yard, metered and tariffed.
Middle level of service: People access and pay for 51-90 l/c/d at medium pressure.	Interim **Upper**	**Upper provision**: People access a maximum of 90 l/c/d of SANS241 quality water from an improved source at the boundary of the yard, metered and tariffed.
	Interim **Intermediate**	Intermediate provision: People access more than 50 l/c/d but less than 90 l/c/d of SANS241 quality water from an improved source at the boundary of the yard, metered and tariffed.
Minimum level of service: People access 25-50 l/c/d at low to medium pressure, use of more than 25 l/c/d is paid for.	Interim **Basic Plus**	**Basic Plus provision**: People access more than 25 l/c/d but less than 50 l/c/d of SANS241 quality water from an improved source at the boundary of the yard, metered and tariffed.
	Interim **Basic**	**Basic provision**: People access a minimum of 25 l/c/d of SANS241 quality water from an improved source at the boundary of the yard, metered and tariffed.
	Interim **Free Basic**	**Free basic provision**: People access a minimum of 25 l/c/d of SANS241 quality water from an improved source at the boundary of the yard, metered.
	Intermittent	**Intermittent provision**: People access a minimum of 1500 l/household/week of acceptable quality water on a weekly basis within 100m, which is metered.
Bulk service: Source of potable water to be provided to people, which is metered in all circumstances.		
No service / provision = backlog: People access water from insecure or unimproved sources, or sources that are too distant, too time consuming or are of poor quality.		

Interim provision: People access a minimum of 25 l/c/d of acceptable quality water within 24 hours of disruption, normal service to be restored within 7 days.

Table C.2.2: Norms and standards for levels of sanitation services

Hygiene promotion; Prevention of pollution; Re-use / recycle; Operation and Maintenance; Metering and tariffing; Solid Waste Management; Asset Management		
Full level: Full concern for human health, environment and sustainability of interconnected systems.	**Full services**	**In-house facility**: Storm water, wastewater/excreta, greywater, solid waste are collected and managed to achieve maximum benefits from treatment and re-use of water and nutrients.
		In-house facility: Access to a pleasant, safe, reliable and properly maintained facility for 24 hours a day, with control of nutrients in human excreta, wastewater and greywater.
Basic level: Remove excreta from the environment through treatment, pathogen reduction, resource recovery and nutrient reuse.	**Free basic services**	**Toilet with functional hand washing facility in the yard**: Access to a pleasant, safe and reliable facility for 24 hours a day, including privacy, personal safety and shelter through a subsidy for free. Maintenance of the facility is for free and is the responsibility of services provider.
	Basic services	**Toilet with functional hand washing facility in the yard**. Access to a pleasant, safe and reliable facility for 24 hours a day, including privacy, personal safety and shelter through a capital subsidy. Maintenance of the facilities is not for free and is the responsibility of the household / owner.
Interim level: Blocking the spread of faecal-oral diseases through proper excreta containment at a fixed point.	**Excreta containment**	**Household, shared or communal toilets with functional hand washing facilities**: Access to safe, reliable and properly maintained toilet and hand washing facility, free of charge, within 200m of the dwelling, which at a minimum safely contains human excreta. Maintenance is the responsibility of the services provider. To be phased out by 2030.
No service / provision = backlog: People practice open defecation or access an unimproved sanitation facility, such as pit toilets and bucket toilets. To be completely eliminated by 2030.		

Proper disposal, clean platform, vector and rodent control, resource use and health protection.

Emergency level: People access pleasant, safe, reliable and properly maintained improved toilets and hand washing facility on the premises in close proximity to the temporary dwelling within 24 hours and for duration of event.

C.2.1. User Connection Profile

The total number of user connections in each user sector, for the consumers provided with water services by Stellenbosch Municipality, is as follows (June 2023):

Table C.2.1.1: User Connection Profile (Water)

WSDP Ref. #	Category of users	Water Services						
		Year 0 FY2022/23		Year - 1 FY2021/22		Year - 2 FY2020/21		New Connections Year 0 FY2022/23
		Nr	%	Nr	%	Nr	%	Nr
	RESIDENTIAL (DOMESTIC)							
3.3	Metered: Uncontrolled	19 107	67%	19 003	67%			104
3.3	Metered: Controlled	0	0%	0	0%			0
	Unmetered (flat rate)	0	0%	0	0%			0
	Communal water supply	8 214	29%	8 210	29%			4
	Sub-Total: Residential	**27 321**	**96%**	**27 213**	**96%**			**108**
	EDUCATION							
3.3	Schools (Public Ordinary Schools)	39	0%	39	0%			0
	Tertiary educaton facilities	8	0%	8	0%			0
	Sub-Total: Education	**47**	**0%**	**47**	**0%**			**0**
	HEALTH							
3.3	Clinics	13	0%	13	0%			0
3.3	Hospitals (Regional)	1	0%	1	0%			0
3.3	Health Centres	1	0%	1	0%			0
	Sub-Total: Health	**15**	**0%**	**15**	**0%**			**0**
	INSTITUTIONAL							
	Public Institutions (Estimated)	0	0%	0	0%			0
3.3	Magistrate Offices	1	0%	1	0%			0
3.3	Police Stations	6	0%	6	0%			0
3.3	Prisons	1	0%	1	0%			0
	etc	0	0%	0	0%			0
	Sub-Total: Institutional	**8**	**0%**	**8**	**0%**			**0**
	INDUSTRIAL							
3.3	Dry industries	102	0%	102	0%			0
3.3	Wet industries (Incl. under Dry)	0	0%	0	0%			0
	Sub-Total: Commercial	**102**	**0%**	**102**	**0%**			**0**
	COMMERCIAL							
3.3	Businesses	771	3%	762	3%			9
3.3	Office Buildings (Incl. under Business)	0	0%	0	0%			0
	Sub-Total: Commercial	**771**	**3%**	**762**	**3%**			**9**
	MINING							
	Mining	0	0%	0	0%			0
	Sub-Total: Mining	**0**	**0%**	**0**	**0%**			**0**
	OTHER							
	Agriculture: raw water	0	0%	0	0%			0
	etc	250	1%	233	1%			17
	Sub-Total: Other	**250**	**1%**	**233**	**1%**			**17**
	TOTAL	**28 514**	**100%**	**28 380**	**100%**			**134**

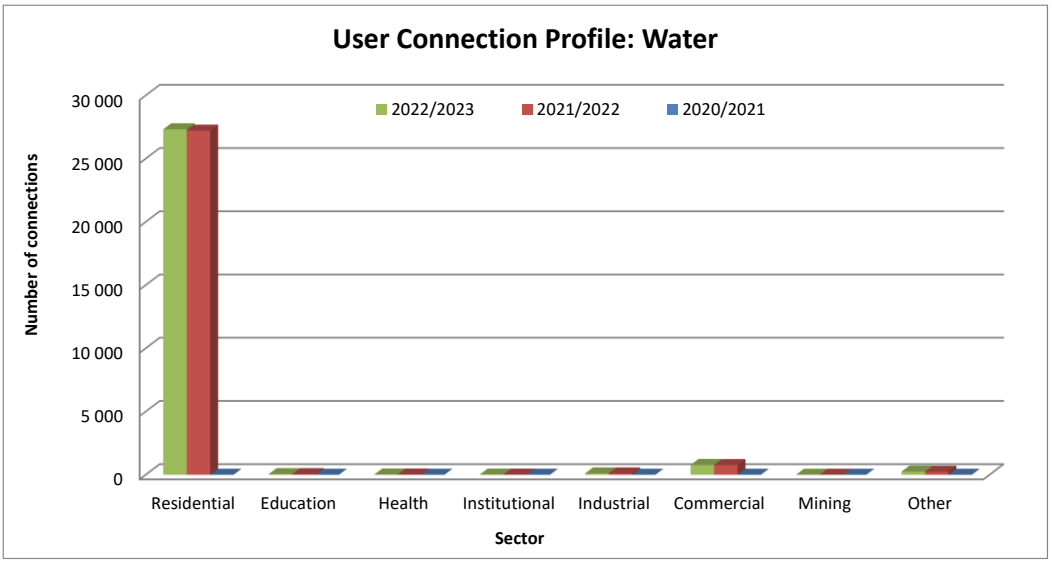


Figure C.2.1.1: User connection profile for water

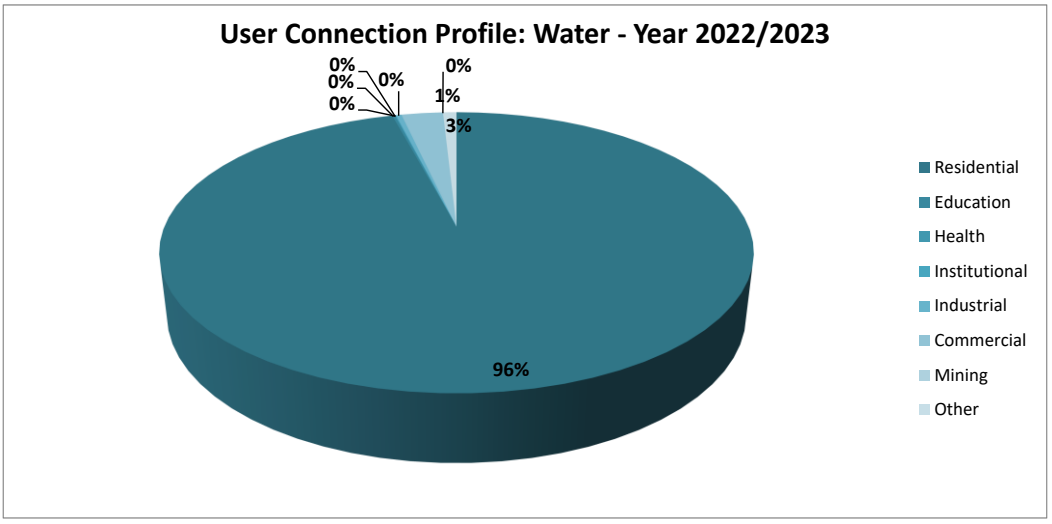


Figure C.2.1.2: User connection distribution for water – Year 2022/2023

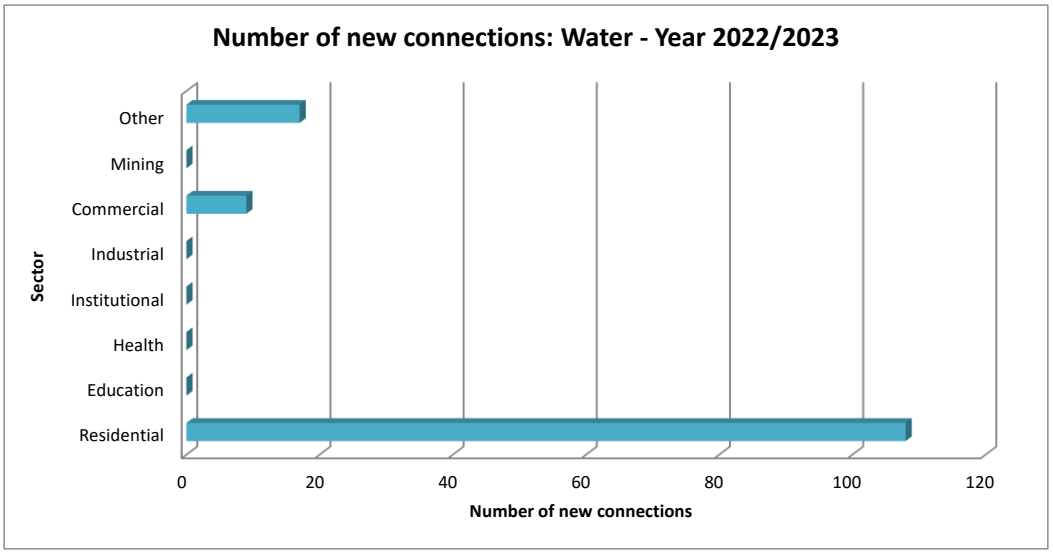


Figure C.2.1.3: Number of new water connections provided during 2022/2023

Table C.2.1.2: User Connection Profile (Wastewater)								
WSDP Ref. #	Category of users	Wastewater Services						
		Year 0 FY2022/23		Year - 1 FY2021/22		Year - 2 FY2020/21		New Connections Year 0 FY2022/23
		Nr	%	Nr	%	Nr	%	Nr
	RESIDENTIAL (DOMESTIC)							
3.3	Metered: Uncontrolled	19 107	76%	19 003	76%			104
3.3	Metered: Controlled	0	0%	0	0%			0
	Unmetered (flat rate)	0	0%	0	0%			0
	Communal water supply	4 978	20%	4 864	19%			114
	Sub-Total: Residential	**24 085**	**95%**	**23 867**	**95%**			**218**
	EDUCATION							
3.3	Schools (Public Ordinary Schools)	39	0%	39	0%			0
	Tertiary educaton facilities	8	0%	8	0%			0
	Sub-Total: Education	**47**	**0%**	**47**	**0%**			**0**
	HEALTH							
3.3	Clinics	13	0%	13	0%			0
3.3	Hospitals (Regional)	1	0%	1	0%			0
3.3	Health Centres	1	0%	1	0%			0
	Sub-Total: Health	**15**	**0%**	**15**	**0%**			**0**
	INSTITUTIONAL							
	Public Institutions (Estimated)	0	0%	0	0%			0
3.3	Magistrate Offices	1	0%	1	0%			0
3.3	Police Stations	6	0%	6	0%			0
3.3	Prisons	1	0%	1	0%			0
	etc	0	0%	0	0%			0
	Sub-Total: Institutional	**8**	**0%**	**8**	**0%**			**0**
	INDUSTRIAL							
3.3	Dry industries	102	0%	102	0%			0
3.3	Wet industries (Incl. under Dry)	0	0%	0	0%			0
	Sub-Total: Commercial	**102**	**0%**	**102**	**0%**			**0**
	COMMERCIAL							
3.3	Businesses	771	3%	762	3%			9
3.3	Office Buildings (Incl. under Business)	0	0%	0	0%			0
	Sub-Total: Commercial	**771**	**3%**	**762**	**3%**			**9**
	MINING							
	Mining	0	0%	0	0%			0
	Sub-Total: Mining	**0**	**0%**	**0**	**0%**			**0**
	OTHER							
	Agriculture: raw water	0	0%	0	0%			0
	etc	250	1%	233	1%			17
	Sub-Total: Other	**250**	**1%**	**233**	**1%**			**17**
	TOTAL	**25 278**	**100%**	**25 034**	**100%**			**244**

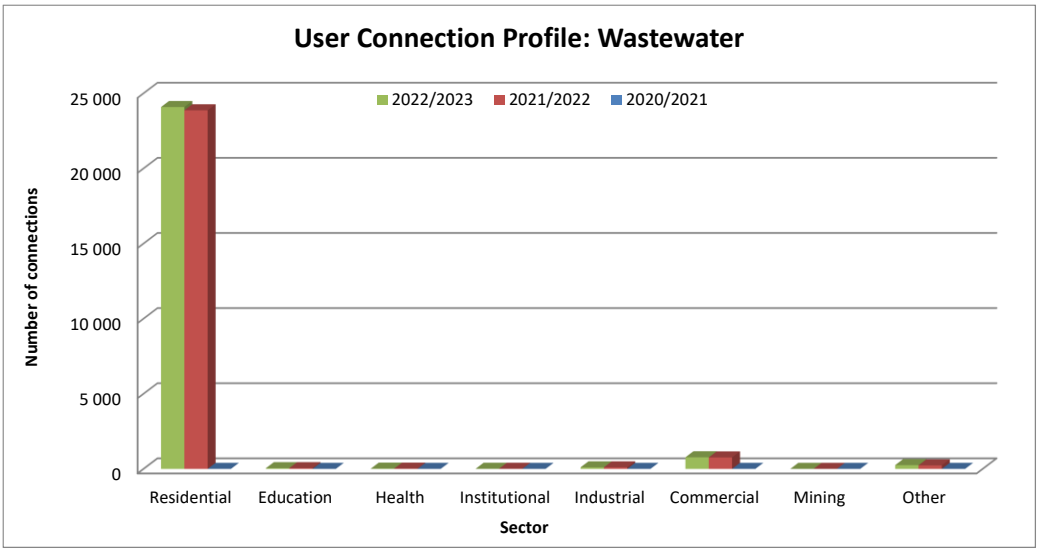


Figure C.2.1.4: User connection profile for wastewater

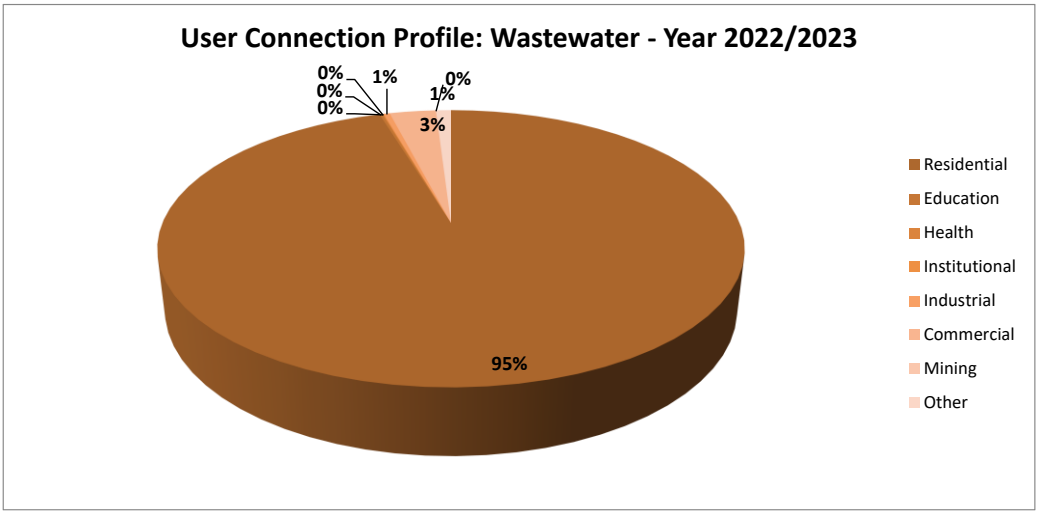


Figure C.2.1.5: User connection distribution for wastewater – Year 2022/2023

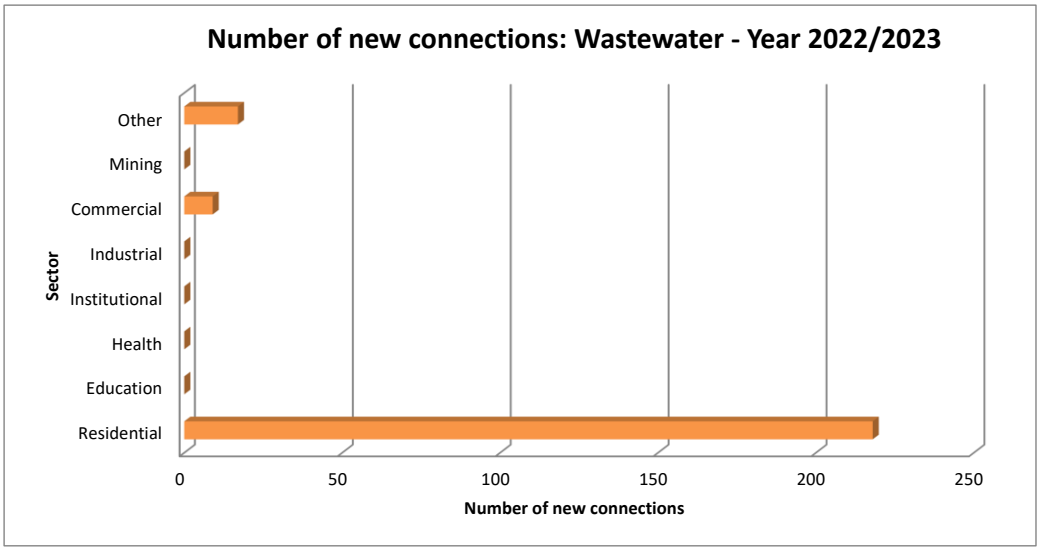


Figure C.2.1.6: Number of new wastewater connections provided during 2022/2023

The number of user connections in each user sector as calculated from the financial data (Billed Metered Consumers), for the various distribution systems in Stellenbosch Municipality's Management Area, are as indicated in the table below.

Table C.2.1.3: Total number of consumer units per category per system					
Distribution System	**Year**	**Residential**	**Business**	**Other**	**Total**
Stellenbosch	21/22	12 510	694	221	13 425
	22/23	**12 593**	**699**	**234**	**13 526**
Franschhoek	21/22	2 341	138	52	2 531
	22/23	**2 347**	**141**	**55**	**2 543**
Dwars River	21/22	1 991	11	18	2 020
	22/23	**1 990**	**10**	**20**	**2 020**
Klapmuts	21/22	2 161	22	12	2 195
	22/23	**2 177**	**22**	**11**	**2 210**
Total	21/22	19 003	865	303	20 171
	22/23	**19 107**	**872**	**320**	**20 299**

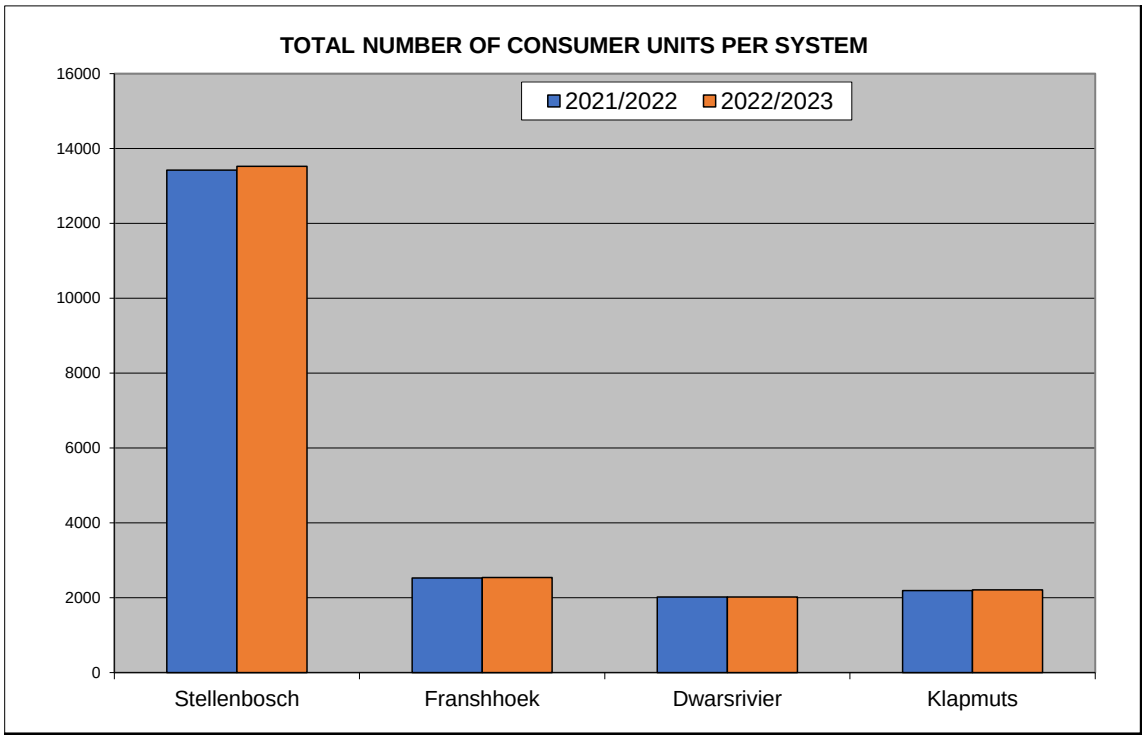


Figure C.2.1.7: Number of billed metered consumers per system.

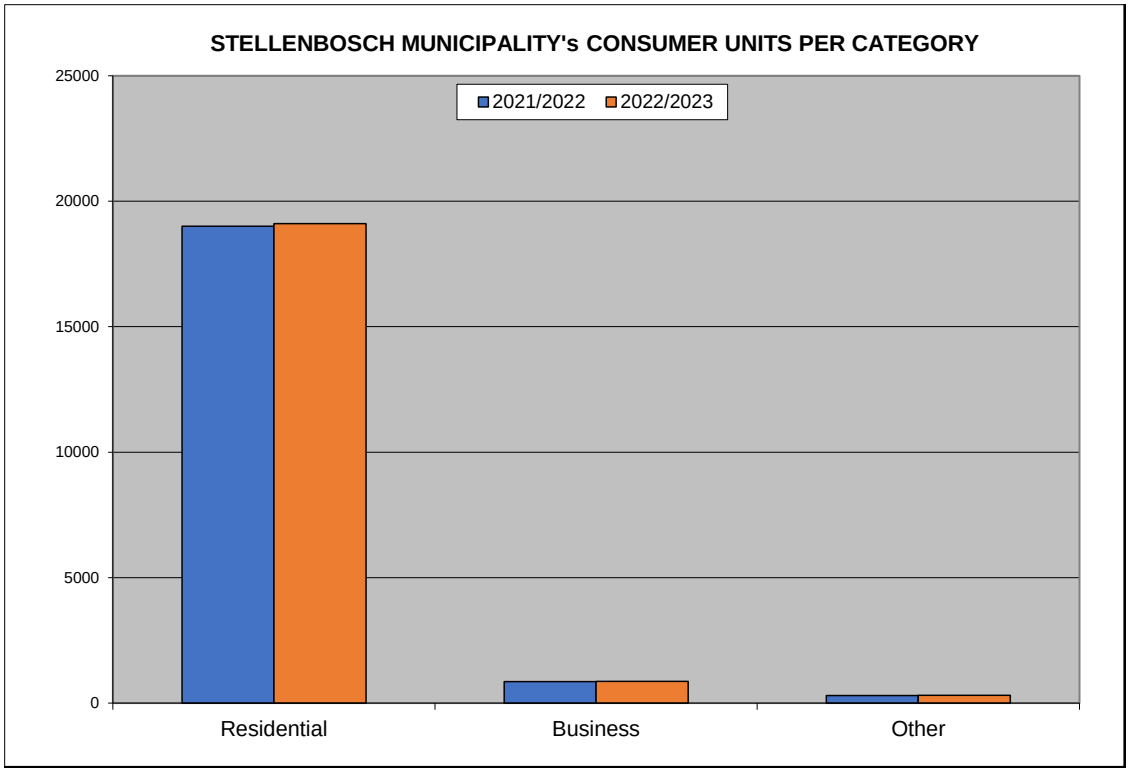


Figure C.2.1.8: Number of billed metered consumers per category for all systems

The number of new water and sanitation connection made:

All the households in the urban areas of Stellenbosch Municipality's Management Area are provided with water connections inside the erven. Informal areas are supplied with shared services (Communal standpipes and toilets) as an intermediary measure. The Monthly Reports indicated that 39 new water connections were provided during the 2022/2023 financial year.

Stellenbosch Municipality is committed to support the private landowners as far as possible in order to ensure that at least basic water and sanitation services are provided to those households in the rural areas with existing services still below RDP standard.

C.2.2. Residential Water Services Delivery Access Profile

The table below gives an overview of the water services delivery access profile of Stellenbosch Municipality.

Table C.2.2.1: Residential Water Services Delivery Access Profile: Water							
Census Category	**Description**	**Year 0 FY2022/23**		**Year - 1 FY2021/22**		**Year - 2 FY2020/21**	
		Nr	**%**	**Nr**	**%**	**Nr**	**%**
	WATER (ABOVE MIN LEVEL)						
Piped (tap) water inside dwelling/institution	House connections	29 011	47%	27 561	46%		
Piped (tap) water inside yard	Yard connections	21 373	34%	20 710	34%		
Piped (tap) water on community stand: distance less than 200m from dwelling/institution	Standpipe connection < 200 m	11 596	19%	11 614	19%		
	Sub-Total: Minimum Serivce Level and Above	**61 980**	**99%**	**59 885**	**99%**		
	WATER (BELOW MIN LEVEL)						
Piped (tap) water on community stand: distance between 200m and 500m from	Standpipe connection: > 200 m < 500 m	94	0%	94	0%		
Piped (tap) water on community stand: distance between 500m and 1000m (1km) from dwelling /institution	Standpipe connection: > 500 m < 1 000 m	18	0%	18	0%		
Piped (tap) water on community stand: distance greater than 1000m (1km) from dwelling/institution	Standpipe connection: > 1 000 m	8	0%	8	0%		
No access to piped (tap) water	No services	217	0%	217	0%		
	Sub-Total: Below Minimum Service Level	**337**	**1%**	**337**	**1%**		
	Total number of households	**62 317**	**100%**	**60 222**	**100%**		

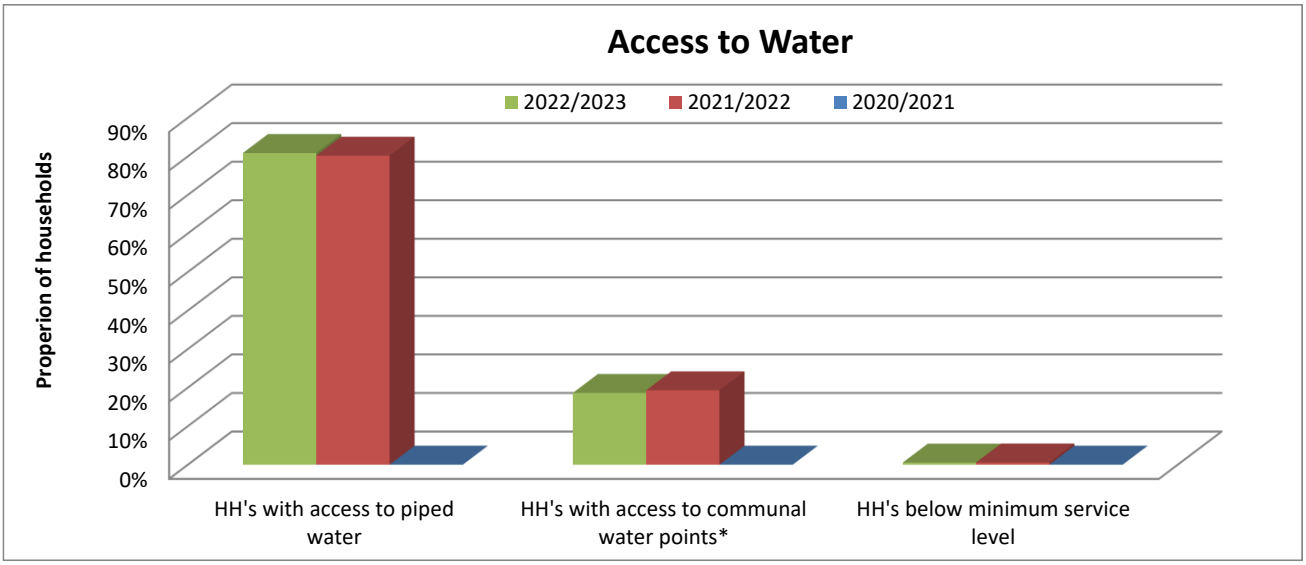


Figure C.2.2.1: Household water access profile

The existing residential water service levels in Stellenbosch Municipality's Management Area are estimated as follows (June 2023).

Table C2.2.2: Residential water service levels (Residential Consumer Units)

Service Level	Stellenbosch	Franschhoek	Klapmuts	Dwars River	Farms	Total
No Water Services	0	0	0	0	92 [2)]	92
Below RDP: Infrastructure Upgrade	0	0	0	0	0	0
Below RDP: Infrastructure Extension	0	0	0	0	120 [3)]	120
Below RDP: Infrastructure Refurbishment	0	0	0	0	0	0
Below RDP: O&M Needs	0	0	0	0	0	0
Below RDP: Water Resource Needs	0	0	0	0	0	0
Below RDP: Infrastructure and O&M Needs	0	0	0	0	0	0
Below RDP: Infrastructure, O&M and Water Resource Needs	0	0	0	0	0	0
Total Basic Need (RDP)	**0**	**0**	**0**	**0**	**212**	**212**
Below Housing Interim [4)]	2 723	-	261	44	0	3 028
Adequate Housing Permanent [5)]	6 003	1 895	308	8	0	8 214
Total Housing Need	**8 726**	**1 895**	**569**	**52**	**0**	**11 242**
Standpipes	-	-	-	-	479	479
Yard Connections [6)]	13 541	4 339	940	1 589	964	21 373
House Connections [1)]	13 527	2 543	2 210	2 020	8 711	29 011
Total Adequate	**27 068**	**6 882**	**3 150**	**3 609**	**10 154**	**50 863**
Total Residential Consumer Units for the Municipality	**35 794**	**8 777**	**3 719**	**3 661**	**10 366**	**62 317**

Notes:
1) Number of residential consumer units for the urban areas for 2022/2023, as taken from the financial system.
2) Census 2011: Number of households with no access to piped (tap) water 92.
3) Census 2011: Number of households with communal services (200m – 500m) 94, (500m – 1000m) 18 and (>1000m) 8.
4) Below Housing Interim in the above table is the number of households in informal areas without basic water services as confirmed by the Municipality for June 2023.
5) Adequate Housing Permanent in the above table is the number of households in informal areas with communal water services as confirmed by the Municipality for June 2023.
6) Estimated number of backyard dwellers (Projected number of households – residential CUs – households in informal areas).

The table below gives an overview of the sanitation services delivery access profile of Stellenbosch Municipality.

Table C.2.2.3: Residential Water Services Delivery Access Profile: Sanitation

Census Category	Description	Year 0 FY2022/23		Year - 1 FY2021/22		Year - 2 FY2020/21	
		Nr	%	Nr	%	Nr	%
	SANITATION (ABOVE MIN LEVEL)						
Flush toilet (connected to sewerage system)	Waterborne	40 709	65%	38 749	64%		
	Waterborne: Low Flush	0	0%	0	0%		
Flush toilet (with septic tank)	Septic tanks / Conservancy	8 795	14%	8 669	14%		
Chemical toilet	Non-waterborne (above min. service level)	415	1%	388	1%		
Pit toilet with ventilation (VIP)		165	0%	165	0%		
Other / Communal Services		11 198	18%	11 144	19%		
	Sub-Total: Minimum Serivce Level and Above	**61 282**	**98%**	**59 115**	**98%**		
	SANITATION (BELOW MIN LEVEL)						
Pit toilet without ventilation	Pit toilet	148	0%	148	0%		
Bucket toilet	Bucket toilet	278	0%	278	0%		
Other toilet provision (below min. service level	Other	210	0%	210	0%		
No toilet provisions	No services	399	1%	471	1%		
	Sub-Total: Below Minimum Service Level	**1 035**	**2%**	**1 107**	**2%**		
	Total number of households	**62 317**	**100%**	**60 222**	**100%**		

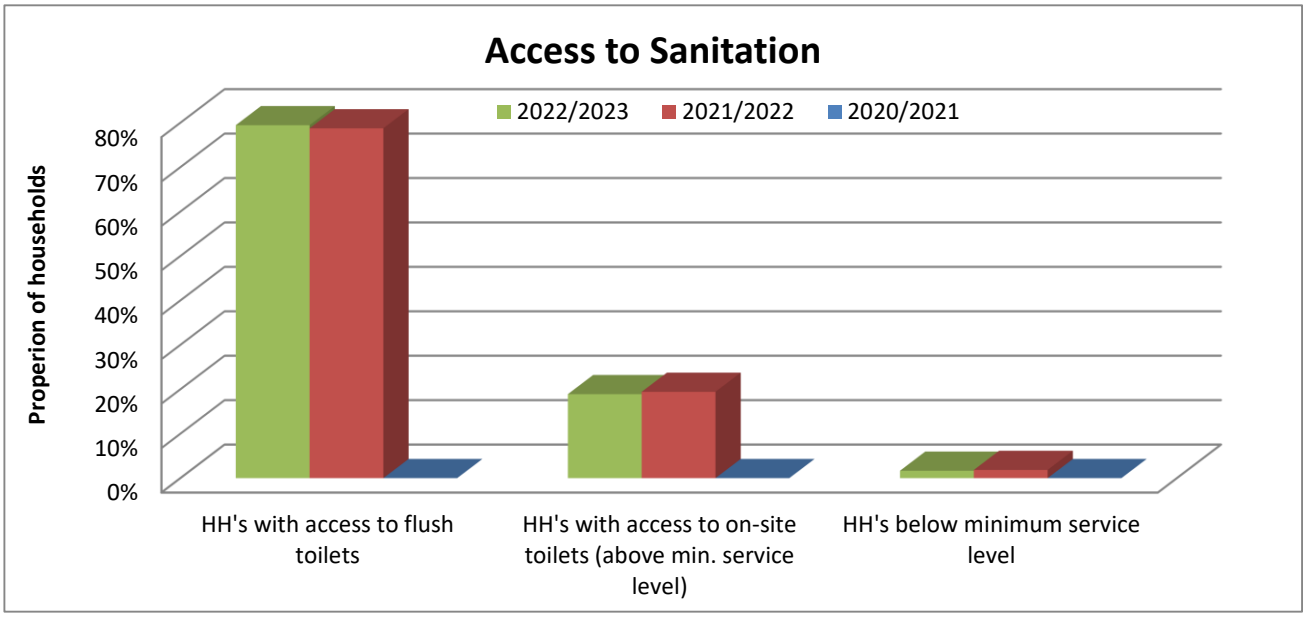


Figure C.2.2.2: Household sanitation access profile

The existing sanitation service levels in Stellenbosch Municipality's Management Area are estimated as follows (June 2023).

Table C.2.2.4: Residential sanitation service levels (Consumer Units)						
Service Levels	**Stellenbosch**	**Franschhoek**	**Klapmuts**	**Dwars River**	**Farms**	**Total**
No Sanitation Services	0	0	0	0	355 [3)]	355
Below RDP: Infrastructure Upgrade	0	0	0	0	915 [4)]	915
Below RDP: Infrastructure Extension	0	0	0	0	0	0
Below RDP: Infrastructure Refurbishment	0	0	0	0	0	0
Below RDP: O&M Needs	0	0	0	0	0	0
Below RDP: Water Resource Needs	0	0	0	0	0	0
Below RDP: Infrastructure and O&M Needs	0	0	0	0	0	0
Below RDP: Infrastructure, O&M and Water Resource Needs	0	0	0	0	0	0
Total Basic Need (RDP)	**0**	**0**	**0**	**0**	**1 270**	**1 270**
Inadequate Housing Interim [4)]	4 973	861	386	44	0	6 264
Inadequate Housing Permanent [5)]	3 753	1 034	183	8	0	4 978
Total Housing Need	**8 726**	**1 895**	**569**	**52**	**0**	**11 242**
No Waterborne (VIP)	0	0	0	0	165	165
Septic Tanks / Conservancy Tanks	0	0	0	0	8 931	8 931
Waterborne	27 068	6 882	3 150	3 609	0	40 709
Total Adequate [1)]	**27 068**	**6 882**	**3 150**	**3609**	**9 096**	**49 805**
Total Residential Consumer Units for the Municipality	**35 794**	**8 777**	**3 719**	**3 661**	**10 366**	**62 317**

Notes: 1) Include Backyard dwellers

2) Census 2011: Number of households with no toilet facility 355.

3) Census 2011: Number of households with existing buckets 278, chemical toilets 279, pit toilets without ventilation 148 and "other" 210.

4) Below Housing Interim in the above table is the number of households in informal areas without basic sanitation services as confirmed by the Municipality for June 2023.

5) Adequate Housing Permanent in the above table is the number of shacks in informal areas with communal ablution facilities as confirmed by the Municipality for June 2023.

Number of households provided with water through communal water services:

The National Norms and Standards for Domestic Water and Sanitation Services, as published in the Government Gazette No.41100 of 8 September 2017, include the following interim water and sanitation services:

Table C.2.2.5: Interim water and sanitation services (National Norms and Standards for Domestic Water and Sanitation Services)
Intermittent provision of water at a minimum level of water supply services
• A minimum volume of 1 500 litres of potable water shall be made available to a household per week. • The water provided shall comply with the SANS241 quality standards. • The access/delivery point shall be at a minimum a communal standpipe, or a storage facility in the yard (water container, yard tank, roof tank) of at least a volume of 1 500 litres. • In the case of a communal standpipe, it shall be within a reasonable walking distance of no more than 100m from the farthest household. • In the case of a storage facility in the yard (water container, yard tank, roof tank), it shall be refilled by a water tanker with potable water at least once a week. • The water shall be made available for 52 weeks per year. • All water use and/or supply shall be metered, but not tariffed. • Maintenance of the infrastructure for this level of service is the responsibility of the WSA. • Point-of-use water treatment systems and methods shall be advocated. • Efforts shall be made to ensure user acceptance and understanding for this level of service.

Table C.2.2.5: Interim water and sanitation services (National Norms and Standards for Domestic Water and Sanitation Services)
Intermittent provision of water at a minimum level of water supply services
• Users shall be educated in effective water use and hygiene. • This level of service shall be phased out by 2030 to comply with the National Development Plan's requirement of providing a basic service of at least a yard connection for water.
Interim sanitation services (Communal and shared facilities)
• Users shall be consulted on the siting and design, and the responsible cleaning and maintenance of shared toilets. Clean toilets are more likely to be frequently used. • Plumbing in and for communal and shared facilities needs to be more robust than that installed on private premises and shall comply with the general principles of the National Building Regulations. Precautions need to be taken in the design against vandalism, theft and misuse. • Efforts shall be made to provide people living with chronic illnesses, such as HIV and AIDS, with easy access to a toilet as they frequently suffer from chronic diarrhoea and reduced mobility. • Where possible, communal and shared toilets must be provided with lighting, or users provided with torches. The input of the users must be sought with regard to ways of enhancing the safety of users. • Efforts to build a sense of communal ownership and pride of possession shall be made so that cooperation is voluntarily given or assured by peer pressure. • Sufficient sanitation facilities shall be provided for the number of users ➢ Communal toilet: Toilet seats – 1 seat per 50 users; Urinal units – 1 unit per 100 users; Hand washing – 1 basin per 10 toilet seats. ➢ Shared toilet mostly used all the time: Toilet seats – 1 seat per 20 users; Urinal units – 1 unit per 50 users; Hand washing – 1 basin per 4 toilet seats. • Shared and communal facilities shall have separate toilet blocks for men and women with separate entries; waste bins with lids in toilet block for women – emptied once a week and disposed of appropriately; urinal facilities for men; seats for children in the section for women; waiting / circulating area; separate washing cubicles for men and women; facility to store large volumes of water (water-borne sanitation); appropriate wastewater disposal system; and store room for keeping the cleaning material / equipment.

The current number of informal dwellings in Stellenbosch Municipality's Management Area is 11 242. Stellenbosch Municipality's works towards a ratio of at least one communal standpipe for every five households and one communal toilet to every twenty-five households. The table below gives a summary of the communal services levels in the informal areas in Stellenbosch Municipality's Management Area.

Table C.2.2.6: Communal service levels in informal areas (June 2023)

No.	Informal Settlement	No. of informal dwellings	Sanitation						Water				
			Number of Toilets currently provided		HH / Toilet	Broken Toilets	Backlog *		Number of Taps currently provided	HH / Tap	Backlog **		Broken Taps
			Chemical Toilets	Waterborne Toilets			HH	Add. Toilets Required			HH	Add. Taps Required	
Stellenbosch													
1	Transit Camp (Devon Valley)	17	-	10	1.7	7	-	-	2	8.5	-	-	2
2	Longlands Farm	81	-	76	**1.1**	-	-	-	0	0.0	81	4	-
3	Mountain View (Jamestown)	208	100	40	1.5	40	-	-	40	5.2	-	-	20
4	Jonkershoek / Fisheries / Compound / Assegaaibos	128	15	5	6.4	5	28	6	4	32.0	28	2	5
5	Ma Tops	1	-	1	**1.0**	1	-	-	1	1.0	-	-	-
Total Stellenbosch		**435**	**115**	**132**	**1.8**	**53**	**28**	**6**	**47**	**9.3**	**109**	**6**	**27**
Kayamandi													
6	Enkanini Kayamandi	3 172	-	160	19.8	32	2 372	475	63	50.3	1 597	64	26
7	Watergang Informal Settlement	1 420	10	36	30.9	-	1 190	238	21	67.6	895	36	-
8	Zone A	606	-	164	3.7	1	-	-	81	7.5	-	-	31
9	Zone D	107	-	4	26.8	-	87	18	3	35.7	32	2	-
10	Zone F	183	-	37	4.9	-	-	-	21	8.7	-	-	6
11	Zone I	160	-	41	3.9	1	-	-	17	9.4	-	-	1
12	Zone J	425	-	73	5.8	-	60	12	39	10.9	-	-	2

Table C.2.2.6: Communal service levels in informal areas (June 2023)													
No.	Informal Settlement	No. of informal dwellings	Sanitation						Water				
			Number of Toilets currently provided		HH / Toilet	Broken Toilets	Backlog *		Number of Taps currently provided	HH / Tap	Backlog **		Broken Taps
			Chemical Toilets	Waterborne Toilets			HH	Add. Toilets Required			HH	Add. Taps Required	
13	Zone K	196	-	11	17.8	-	141	29	6	32.7	46	2	3
14	Zone L	241	-	52	4.6	2	-	-	22	11.0	-	-	18
15	Zone M	50	-	21	2.4	1	-	-	13	3.8	-	-	13
16	Zone P	59	-	5	11.8	-	34	7	5	11.8	-	-	-
17	Zone O	1 427	-	103	13.9	5	912	183	86	16.6	-	-	38
18	Siyahlala	219	-	14	15.6	10	149	30	7	31.3	44	2	3
Total Kayamandi		**8 265**	**10**	**721**	**11.3**	**52**	**4 945**	**992**	**384**	**21.5**	**2 614**	**106**	**141**
Cloetesville													
19	Slabtown (under the bridge)	26	-	10	2.6	2	-	-	8	3.3	-	-	4
Total Cloetesville		**26**	**-**	**10**	**2.6**	**2**	**-**	**-**	**8**	**3.3**	**-**	**-**	**4**
Dwars River													
20	Erf 64 Kylemore	8	6	-	1.3	-	-	-	2	4.0	-	-	-
21	Ghiff Pniel	11	-	-	0.0	-	11	3	-	0.0	11	1	-
22	Meerlust Simondium	33	-	-	0.0	-	33	7	-	0.0	33	2	-
Total Dwars River		**52**	**6**	**-**	**8.7**	**-**	**44**	**10**	**2**	**26.0**	**44**	**3**	**-**
Klapmuts													
23	La Rochelle	33	-	40	0.8	-	-	-	14	2.4	-	-	-
24	Mandela City	536	-	30	17.9	5	386	73	11	48.7	261	11	-
Total Klapmuts		**569**	**-**	**70**	**8.1**	**5**	**386**	**73**	**25**	**22.8**	**261**	**11**	**0**
Franschhoek													
25	Mooiwater Office	24	0	2	12.0	2	14	3	2	12.0	-	-	1
26	Klein Mooiwater	64	5	16	3.0	10	-	-	8	8.0	-	-	6
27	Langrug	1 807	0	192	9.4	52	847	170	94	19.2	-	-	32
Total Franschhoek		**1 895**	**5**	**210**	**8.8**	**64**	**861**	**173**	**104**	**18.2**	**-**	**-**	**39**
Total Stellenbosch Municipality		**11 242**	**136**	**1 143**	**8.8**	**176**	**6 264**	**1 254**	**570**	**19.7**	**3 028**	**126**	**211**

Notes: No Services, Ratios above Targets, Ratios meeting Targets

* Backlog Sanitation: Households where the ratio of one toilet seat for every 5 households is exceeded.

** Backlog Water: Households where the ratio of one communal tap for every 25 households is exceeded.

It can be noted from the above table that an additional 1 254 toilets and 126 communal taps are required for the informal areas in order to comply with the ratios of one toilet for every five households and one communal tap for every twenty-five households. 176 Toilets and 211 communal taps also need to be repaired. Some of the challenges experienced by Stellenbosch Municipality with regard to the informal areas and the provision of services to these areas included the following:

- Lack of space for new facilities;
- Lack of access for maintenance and emergency vehicles (narrowed roads);
- Uncooperative community members, don't want to move to create space for services;
- Vandalism of existing infrastructure, budget for new infrastructure must be used to maintain existing infrastructure; and
- Illegal water connections that must be removed.

All the schools in the urban areas of Stellenbosch Municipality's Management Area are provided with adequate water and sanitation services.

Table C.2.2.7: Service Levels at Schools

Associated Services Facility	Number of Facilities	Water			Sanitation		
		Facilities with Adequate Services	Facilities with no Services	Facilities with inadequate Services	Facilities with Adequate Services	Facilities with no Services	Facilities with inadequate Services
Schools	39	39	0	0	39	0	0
Tertiary Education Facilities	8	8	0	0	8	0	0

Source: Number of schools from the Socio-Economic Profile of Stellenbosch Municipality, Western Cape Government Provincial Treasury, for 2022.

The existing water and sanitation service levels for all the Medical Facilities in Stellenbosch Municipality's Management Area are summarised in the table below.

Table C.2.2.8: Service Levels at Medical Facilities

Associated Services Facility	Number of Facilities	Water			Sanitation		
		Facilities with Adequate Services	Facilities with no Services	Facilities with inadequate Services	Facilities with Adequate Services	Facilities with no Services	Facilities with inadequate Services
Regional /District Hospitals	1	1	0	0	1	0	0
Community Day Centres	1	1	0	0	1	0	0
Clinics	7	7	0	0	7	0	0
Mobile / Satellite Clinics	6	6	0	0	6	0	0

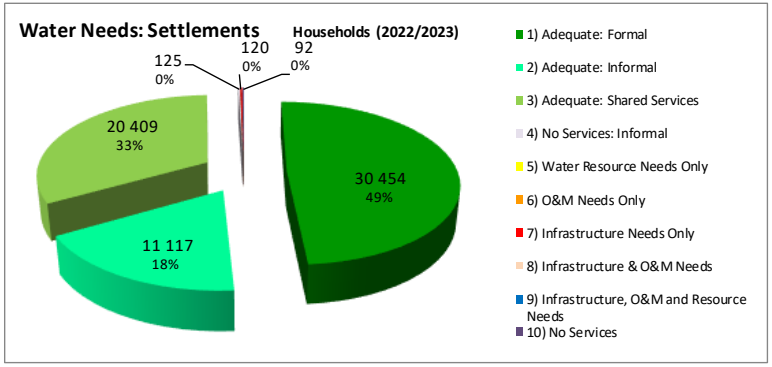
Source: Number of Medical Facilities from the Socio-Economic Profile of Stellenbosch Municipality, Western Cape Government Provincial Treasury, for 2022.

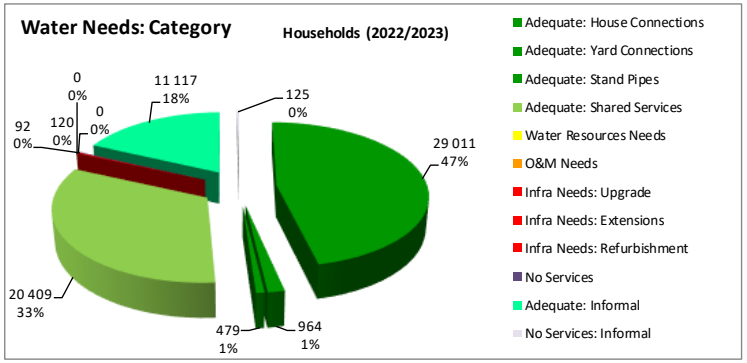
C.2.3. Residential Water Services Delivery Adequacy Profile

The existing residential water service levels in Stellenbosch Municipality's Management Area are estimated as follows.

Table C.2.3.1: Residential Water Services Ddelivery Adequacy Profile (Water)

Water Categorisation	Number of settlements	FORMAL																		INFORMAL			
		Adequate								Water Resource needs		O & M Needs		Infrastructure Needs						Adequate		No services	
		House Connections		Yard Connections		Stand Pipes		Shared Services						Upgrades		Extensions		Refurbishment					
		HH	%	HH	%	HH	%	HH	%	HH	%	HH	%	HH	%	HH	%	HH	%	HH	%	HH	%	HH	%	HH	%
1		29 011	100%	964	100%	479	100%																				
2																								11 117	100%		
3								20 409	100%																		
4																										125	100%
5																											
6																											
7																120	100%										
8																											
9																											
10																								92	100%		
Total Household Interventions required		29 011		964		479		20 409		0		0		0		120		0		92		11 117		125			



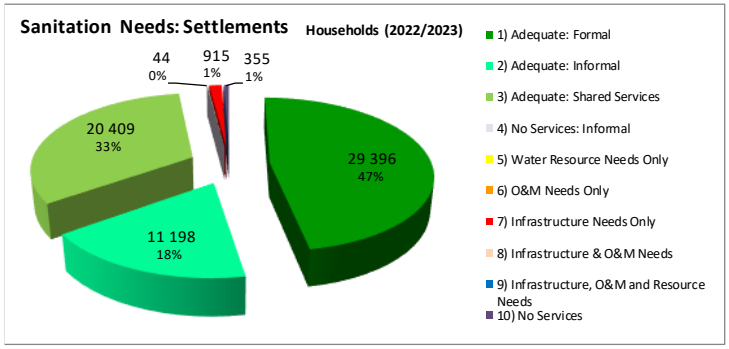


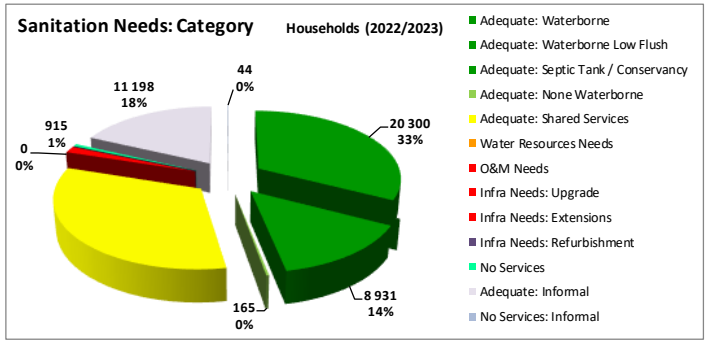
1	Adequate	3	Adequate: Shared services	5	Water Resources Needs **Only**	7	Infrastructure Needs **Only**	9	Infrastructure, O&M & Resource Needs
2	Adequate: Informal	4	No Services: Informal	6	O & M Needs **Only**	8	Infrastructure& O&M needs	10	No Services

The existing residential sanitation service levels in Stellenbosch Municipality's Management Area are estimated as follows.

Table C.2.3.2: Residential Water Services Delivery Adequacy Profile (Sanitation)

Water Categorisation	Number of settlements	FORMAL																				INFORMAL			
		Adequate										Water Resource needs		O & M Needs		Infrastructure Needs						No services		Adequate		No services	
		Waterborne		Waterborne Low flush		Septic Tank/ Conservancy		None Waterborne		Shared Services						Upgrades		Extensions		Refurbishment							
		HH	%	HH	%	HH	%	HH	%	HH	%	HH	%	HH	%	HH	%	HH	%	HH	%	HH	%	HH	%	HH	%
1		20 300	100%			8 931	100%	165	100%																		
2																								11 198	100%		
3										20 409	100%																
4																										44	100%
5																											
6																											
7																		915	100%								
8																											
9																											
10																						355	100%				
Total Household Interventions required		20 300		0		8 931		165		20 409		0		0		0		915		0		355		11 198		44	





1	Adequate	3	Adequate: Shared services	5	Water Resources Needs **Only**	7	Infrastructure Needs **Only**	9	Infrastructure, O&M & Resource Needs
2	Adequate: Informal	4	No Services: Informal	6	O & M Needs **Only**	8	Infrastructure& O&M needs	10	No Services

C.3. Cost Recovery and Free Basic Services

C.3.1. Tariffs

The water tariff structures for Stellenbosch Municipality for the 2022/2023 financial year and the previous three financial years are summarised in the table below (Subject to 15% VAT).

Table C.3.1.1: Water tariffs for the last three financial years

Consumer/Description		Category	22/23	21/22	20/21	19/20
Basic Charge		Domestic (per erven)	R78-25	R73-69	R69-84	R65-89
		Domestic cluster (per flat)	R9-51	R8-96	R8-49	R8-01
		All other (per erven)	R89-64	R84-40	R80-00	R75-48
Domestic: Single residential erven as well as single residential erven managed by Body Corporate	Normal consumption periods	0 – 6 kl	R6-79	R6-39	R6-06	R5-71
		> 6 – 12 kl	R10-27	R9-67	R9-17	R8-65
		> 12 – 18 kl	-	-	-	R14-63
		> 12 – 20 KL	R17-37	R16-36	R15-51	-
		> 18 – 25 kl	-	-	-	R25-07
		> 20 – 25 kl	R30-90	R29-09	R27-58	-
		>25 – 40 kl	R42-94	R40-43	R38-33	R34-07
		> 40 – 70 kl	R68-61	R64-61	R61-24	R53-25
		> 70 kl	R107-39	R101-12	R95-85	R79-88
	10% Water Restriction Period	0 – 6 kl	R6-79	R6-39	R6-06	R5-71
		> 6 – 12 kl	R11-11	R10-46	R9-91	R9-35
		> 12 – 18 kl	-	-	-	R17-64
		> 12 – 20 KL	R20-95	R19-73	R18-70	-
		> 18 – 25 kl	-	-	-	R29-06
		> 20 – 25 kl	R35-81	R33-72	R31-96	-
		>25 – 40 kl	R47-70	R44-91	R42-57	R37-84
		> 40 – 70 kl	R84-56	R79-63	R75-48	R65-63
		> 70 kl	R168-16	R158-34	R150-09	R125-07
Domestic Cluster Refers to a cluster (block of flats) served by a single water connection	Normal consumption periods	0 – 6 kl	R6-79	R6-39	R6-06	R5-71
		> 6 – 12 kl	R10-27	R9-67	R9-17	R8-65
		> 12 – 18 kl	R17-37	R16-36	R15-51	R14-63
		> 18 – 25 kl	R30-90	R29-09	R27-58	R25-07
		> 25 kl	R42-94	R40-43	R38-33	R34-07
	10% Water Restriction Period	0 – 6 kl	R6-39	R6-39	R6-25	R5-90
		> 6 – 12 kl	R11-11	R10-46	R9-91	R9-35
		> 12 – 18 kl	R20-95	R19-73	R18-70	R17-64
		> 18 – 25 kl	R35-81	R33-72	R31-96	R29-06
		> 25 kl	R47-70	R44-91	R42-57	R37-84
Business, commercial and Industrial (include university)	Normal consumption periods	Per kl	R24-73	R23-28	R22-07	R20-82
	10% Water Restriction Period	Per kl	R32-95	R31-03	R29-41	R27-75
Miscellaneous and All Other Users (Schools, Sport Bodies, Churches and Charity Organisations)	Normal consumption periods	Per kl	R23-20	R21-84	R20-70	R19-53
	10% Water Restriction Period	Per kl	R24-41	R22-98	R21-79	R20-55
Municipal Tariff for Municipal Buildings and All Leakages	Normal consumption periods	0 – 20 kl	R10-85	R10-22	R9-69	R9-14
		> 20 – 50 kl	R11-40	R10-73	R10-17	R9-60
		> 50 kl	R12-39	R11-66	R11-06	R10-43
	10% Water Restriction Period	0 – 20 kl	R12-86	R12-11	R11-48	R10-83
		> 20 – 50 kl	R13-33	R12-55	R11-90	R11-22
		> 50 kl	R14-19	R13-36	R12-66	R11-95
Water Availability Fee	Per annum		R1 687-50	R1 588-99	R1 506-15	R1 420-89

Table C.3.1.1: Water tariffs for the last three financial years						
Consumer/Description		**Category**	**22/23**	**21/22**	**20/21**	**19/20**
MASO	Normal consumption periods	0 – 24 kl	R1.54	R1-45	R1-37	R1-29
		25 – 40 kl	R21.15	R19-91	R18-88	R17-81
		> 40 kl	R22.98	R21-64	R20-51	R19-35
	10% Water Restriction Period	0 – 24 kl	R4.79	R4-51	R4-28	R4-04
		25 – 40 kl	R27.54	R25-94	R24-58	R23-19
		> 40 kl	R36-52	R34-39	R32-59	R30-75
Treated Effluent Water: Infrastructure provided by Council	Irrigation	Per kl	R0-12	R0-11	R0-11	R0-10
	Commercial / Industrial users / Domestic	Per kl	R5-06	R4-76	R4-52	R4-26
	Schools	Per kl	R5-69	R5-36	R5-08	R4-79
	Departmental	Per kl	R5-06	R4-76	R4-52	R4-26
	Golf Clubs	Per kl	R5-06	R4-76	R4-52	R4-26
Treated Effluent Water: Infrastructure provided by User	Irrigation	Per kl	R0-06	R0-06	R0-05	R0-05
	Commercial / Industrial users / Domestic	Per kl	R1-39	R1-31	R1-24	R1-17
	Schools	Per kl	R1-90	R1-79	R1-69	R1-60
	Departmental	Per kl	R1-39	R1-31	R1-24	R1-17
	Golf Clubs	Per kl	R1-39	R1-31	R1-24	R1-17
Bulk Users	No Restrictions	Up to 2 000 kl per kl	R13-14	R12-38	R11-73	R11-07
		> 2 000 kl per kl	R17-12	R16-12	R15-28	R14-42
	10% Water Restriction Period	Up to 2 000 kl per kl	R22-92	R21-58	R20-46	R19-30
		> 2 000 kl per kl	R37-91	R35-70	R33-83	R31-92

Note: 20%, 30% and 40% Water restriction period tariffs are also in place, which are not included in the above table.

The sewerage tariff structures for Stellenbosch Municipality for the 2022/2023 financial year and the previous three financial years are summarised in the table below (Subject to 15% VAT).

Table C.3.1.2: Sewerage tariffs for the last three financial years						
Consumer/Description		**Category**	**22/23**	**21/22**	**20/21**	**19/20**
Properties utilised for dwelling purposes only (Residential Tariff)	Size of erf in m^2 (Cost per annum)	0 – 250	R1 716-69	R1 611-92	R1 520-68	R1 427-87
		251 – 500	R2 202-56	R2 068-13	R1 951-06	R1 831-99
		501 – 600	R2 481-23	R2 329-80	R2 197-92	R2 063-78
		601 – 700	R2 754-30	R2 586-20	R2 439-81	R2 290-90
		701 – 800	R3 030-13	R2 845-19	R2 684-14	R2 520-32
		801 – 900	R3 305-71	R3 103-95	R2 928-26	R2 749-54
		901 – 1 000	R3 579-16	R3 360-71	R3 170-48	R2 976-98
		Above 1 000	R3 579-16	R3 360-71	R3 170-48	R2 976-98
		For each add. 500m^2 or part thereof	R344-94	R323-88	R305-55	R286-90
All vacant erven (Availability Tariff)	Size of erf in m^2 (Cost per annum)	Up to 1000	R2 146-87	R2 015-84	R1 901-74	R1 785-67
		Above 1000	R2 777-66	R2 608-13	R2 460-50	R2 310-33
All other developed erven (Non-Residential Tariff)	Size of erf in m^2 (Cost per annum)	0 – 500	R2 243-97	R2 107-01	R1 987-75	R1 866-43
		501 – 1 000	R2 596-05	R2 437-60	R2 299-62	R2 159-27
		1 001 – 1 500	R2 903-27	R2 726-08	R2 571-77	R2 414-81
		1 501 – 2 000	R3 560-80	R3 343-47	R3 154-22	R2 961-71
		2 001 – 3 000	R4 617-74	R4 335-91	R4 090-48	R3 840-82
		3 001 – 4 000	R5 540-71	R5 202-54	R4 908-06	R4 608-51
		4 001 – 5 000	R6 201-31	R5 822-82	R5 493-23	R5 157-96
		5 001 – 7 500	R7 587-95	R7 124-84	R6 721-55	R6 311-31
		7 501 – 10 000	R8 840-46	R8 300-90	R7 831-04	R7 353-09
		10 001 – 15 000	R10 881-99	R10 217-84	R9 639-47	R9 051-14
		15 001 – 20 000	R12 532-03	R11 767-16	R11 101-09	R10 423-56
		Above 20 000	R14 374-25	R13 496-95	R12 732-97	R11 955-84

Table C.3.1.2: Sewerage tariffs for the last three financial years						
Consumer/Description		**Category**	**22/23**	**21/22**	**20/21**	**19/20**
Levies based on the usage and floor aeras of the buildings	a) Offices, Consulting rooms, Power Station, Ambulance Station, Fire Station / m^2	0 – 2 500 m^2	R17-94	R16-85	R15-89	R14-92
		2 501 – 5 000 m^2	R17-78	R16-69	R15-75	R14-79
		Above 5 000 m^2	R17-62	R16-54	R15-60	R14-65
	b) Halls for the purpose of letting, cinemas, theatres, venues for meetings / m^2	0 – 2 500 m^2	R17-94	R16-85	R15-89	R14-92
		2 501 – 5 000 m^2	R17-78	R16-69	R15-75	R14-79
		5 001 – 10 000 m^2	R17-62	R16-54	R15-60	R14-65
		Above 10 000 m^2	R17-45	R16-39	R15-46	R14-52
	c) Shops not included under d) / m^2		R17-78	R16-69	R15-75	R14-79
	d) Fish shops, Greengrocer shops, butcheries / m^2		R45-16	R42-40	R40-00	R37-56
	e) Cafe's, Restaurants / m^2		R17-78	R16-69	R15-75	R14-79
	f) Educational & Research Buildings / m^2		R17-78	R16-69	R15-75	R14-79
	g) Private Hostels, Boarding homes, Hostels / m^2		R29-19	R27-41	R25-86	R24-28
	h) Licensed hotels, Guest-houses / m^2		R22-51	R21-14	R19-94	R18-73
	i) Hospitals, Prisons, Clinic, Old age and other homes, Hospices, Shelters / m^2		R29-19	R27-41	R25-86	R24-28
	j) Religious institutions, Sports clubs	Per water closet or per urinal, or 0.5m of urinal wall or part thereof, whichever the greatest	R801-69	R752-76	R710-15	R666-81
	Youth organisations, Libraries, Museums, Halls not for letting, Physical fitness centres, Health centres, Messes, Under cover parking		R440-40	R413-52	R390-11	R366-31
	k) Garages, Dry cleaners, Laundries, Workshop		R1 289-21	R1 210-52	R1 142-00	R1 072-30
	l) Factories, Warehouses	Per water closet or per urinal, or 0.5m of urinal wall or part thereof, whichever the greatest	R2 572-77	R2 415-75	R2 279-01	R2 139-91
	m) Dwelling units that are part of buildings described under a) to l) / unit		R2 503-03	R2 350-26	R2 217-23	R2 081-90
	n) Rooms used for dwelling purposes, forming part of buildings under a) to l) / m^2		R440-40	R413-52	R390-11	R366-31

C.3.2. Metering, Billing and Free Basic Services

The table below gives an overview of the metering, billing and free basic services of Stellenbosch Municipality.

Table C.3.2.1: Overview of Metering, Billing and Free Basic Services

Regulations Ref. #	Description	Unit	Year 0	Year - 1	Year - 2
			FY2022/23	FY2021/22	FY2020/21
	UNITS SUPPLIED (as per water services access profile)				
10.2 (b) (i)	Household water connections (house and yard connections)	Nr	**50 384**	**48 271**	
10.2 (b) (iv)	Household sewerage connections	Nr	**49 504**	**47 418**	
	METERING				
	Metered Water Connections (aligned with Table C2.1)				
	Residential	Nr	27 321	27 213	
	Commercial / Business	Nr	771	762	
	Industrial	Nr	102	102	
	Government / Institutional	Nr	70	70	
	etc.	Nr	250	233	
	Sub-Total: Metered Water Connections	**Nr**	**28 514**	**28 380**	
	Proportion of metered connections (residential) *	%	54.2%	56.4%	
	Total number of meters	Nr	**28 514**	**28 380**	
10.2 (b) (vi)	Total number of new connections (aligned with Table C.2.1)	Nr	134	29	
10.2 (e) (i)	Total number of new meters installed (New + Replaced)	Nr	566	276	
	Proportion of new connections, metered	%	100%	100%	
	Number of meters tested (Investigated)	Nr	69	101	
10.2 (e) (ii)	Proportion of meters tested to total number of meters	%	0.2%	0.4%	
	Number of meters replaced	Nr	527	247	
10.2 (e) (ii)	Proportion of meters replaced to total number of meters	%	1.8%	0.9%	
	BILLING				
	Customer billing (water and sewerage)		**Nr**	**Nr**	**Nr**
	Residential	Nr	27 321	27 213	
	Commercial / Business	Nr	771	762	
	Industrial	Nr	102	102	
	Government / Institutional	Nr	70	70	
	etc.	Nr	250	233	
	Sub-Total: Customers billed	Nr	**28 514**	**28 380**	
	Proportion of bills to metered connections	%	**100%**	**100%**	
	Residential	%	100%	100%	
	Commercial / Business	%	100%	100%	
	Industrial	%	100%	100%	
	Government / Institutional	%	100%	100%	
	etc.	%	100%	100%	
	FREE BASIC SERVICES				
	Nr customers receiving:				
	Free Basic Water	Nr	5 744	4 681	7 283
10.2 (b) (v)	Free Basic Sanitation	Nr	5 744	4 681	7 283
	Proportion of Free Basic Services				
	Water	%	21%	17%	
	Sewerage	%	21%	17%	

Note: * All residential consumers in the urban areas of Stellenbosch Municipality's Management Area are metered. The "Water Services Access Profile" however includes the consumers on the farms and the backyard dwellers on formal erven in the urban areas. Backyard dwellers use the service of the main house, which is metered. Consumers on the farms utilise their own water sources, which is not metered by the Municipality, therfore the 56.4% and 54.2% compliances in the above table.

The graph below gives an overview of the operational work done on the water meters over the last five financial years in Stellenbosch Municipality's Management Area.

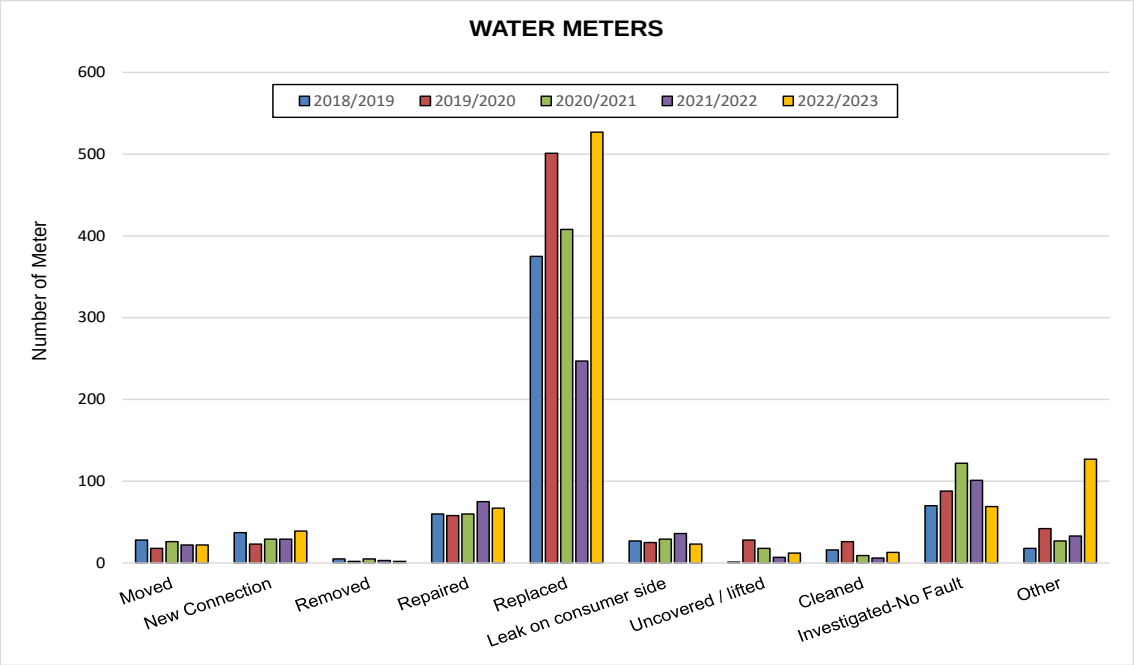


Figure C.3.2.1: Operational work done on the water meters

C.3.3. Revenue Collection and Cost Recovery

The table and figures below give an overview of Stellenbosch Municipality's water services revenue collection and cost recovery.

Table C.3.3.1: Overview of Water Services Revenue Collection and Cost Recovery

Regulations Ref. #	Description	Year 0	Year - 1	Year - 2
		FY2022/23	FY2021/22	FY2020/21
	INCOME	**R'000**	**R'000**	**R'000**
	Billed			
	Water reticulation / provision	R 165 892	R 158 095	R 141 331
	Sewerage / wastewater	R 119 746	R 108 724	R 111 305
	Sub-Total: Billed	**R 285 638**	**R 266 819**	**R 252 636**
	Collections			
	Water reticulation / provision	R 179 506	R 140 754	R 137 057
	Sewerage / wastewater	R 153 884	R 141 475	R 141 782
	Sub-Total: Collections	**R 333 389**	**R 282 228**	**R 278 839**
	Equitable share income			
	Water reticulation / provision	R 8 385	R 1 853	R 14 646
	Sewerage / wastewater	R 29 656	R 34 180	R 32 069
	Sub-Total: Equitable share income	**R 38 041**	**R 36 033**	**R 46 715**
	EXPENDITURE (O&M)	**R'000**	**R'000**	**R'000**
	Water services	R 139 981	R 130 660	R 133 104
	Sewerage / wastewater services	R 151 857	R 136 011	R 141 130
	Total: Water Services O&M	**R 291 838**	**R 266 671**	**R 274 234**
	COST RECOVERY ANALYSIS / RATIO'S	**%**	**%**	**%**
10.2 (d) (ii)	**Billed as % of Cost**			
	Water	125%	122%	117%
	Sewerage	98%	105%	102%
	Total	**111%**	**114%**	**109%**
10.2 (d) (iii)	**Unrecovered as % of Cost**			
	Water services	-4%	15%	14%
	Sewerage / wastewater services	-3%	1%	1%
	Total	**-3%**	**8%**	**7%**

The figure below gives an overview of the revenue collection and cost recovery profile for water services for Stellenbosch Municipality.

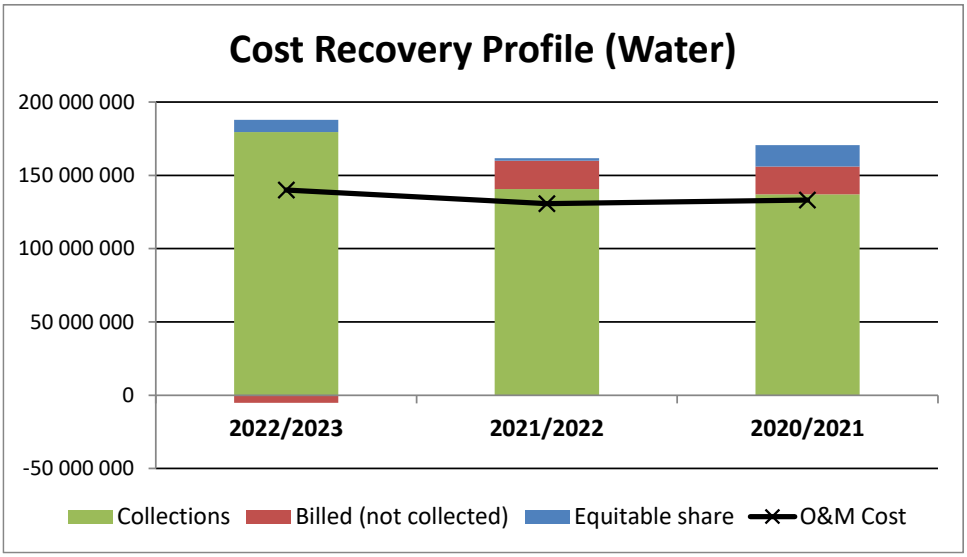


Figure C.3.3.1: Revenue collection and cost recovery profile (Water)

The figure below gives an overview of the revenue collection and cost recovery profile for wastewater services for Stellenbosch Municipality.

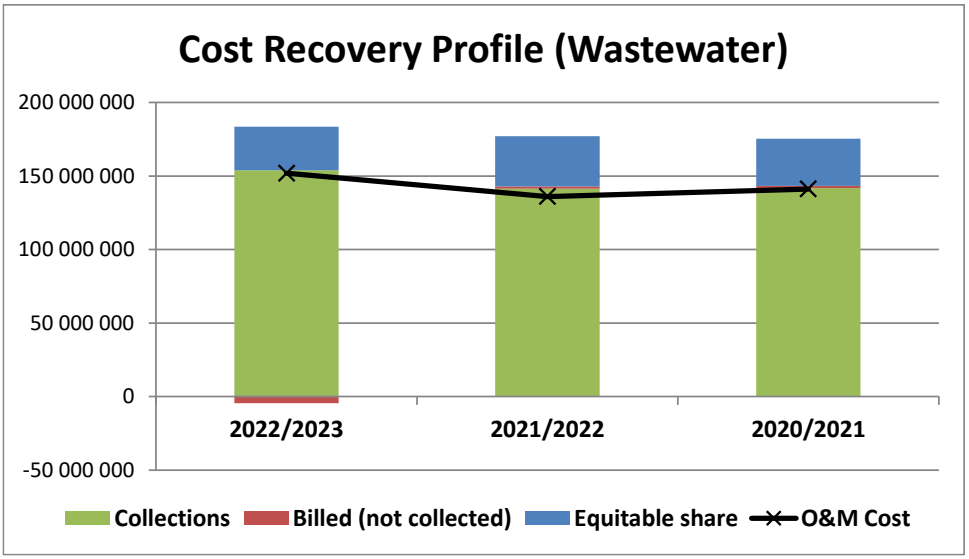


Figure C.3.3.2: Revenue collection and cost recovery profile (Wastewater)

Stellenbosch Municipality's Operational Budget for water and sanitation services for the last four financial years is included in Annexure F. The table below gives a summary of the actual operational and maintenance expenditure and income for the past four financial years.

Table C 3.3.2: Summary of operational expenditure and income for water and sanitation services

Service	Expenditure / Income	22/23	21/22	20/21	19/20
Water	Expenditure	R139 981 129	R130 660 076	R133 103 899	R129 425 045
	Income	-R174 277 325	-R159 947 375	-R155 977 202	-R197 988 808
	Surplus / Deficit	**-R34 296 196**	**-R29 287 299**	**-R22 873 303**	**-R68 563 763**
Sanitation	Expenditure	R151 856 835	R136 010 638	R141 130 178	R121 738 318
	Income	-R149 401 570	-R142 903 845	-R143 373 736	-R149 969 988
	Surplus / Deficit	**R2 455 265**	**-R6 893 207**	**-R2 243 558**	**-R28 231 670**

The table below gives an overview of the analysis of the consumer debtors' age in days for the last five financial years as on the 30th of June.

Table C 3.3.3: Analysis of Consumer Debtors age in days as at 30 June					
Service	**Current**	**31 – 60 Days**	**61 - 90 Days**	**91 – 120+ Days**	**Net June**
2022/2023					
Electricity	R112 898 755	R402 841	R322 645	R53 820 889	R167 445 130
Water	R33 932 918	R2 685 373	R2 899 798	R116 909 532	R156 427 621
Sewerage	R8 450 127	R634 612	R591 810	R29 490 184	R39 166 733
Refuse Removal	R6 565 621	R909 712	R829 378	R39 348 839	R47 653 550
Housing Rentals	-	-	-	-	-
Sundry Debtors	R1 117 784	R293 812	R161 997	R12 755 017	R14 328 610
Total	**R162 965 205**	**R4 926 350**	**R4 805 628**	**R252 324 461**	**R425 021 644**
2021/2022					
Electricity	R40 066 899	R659 891	R453 287	R14 757 236	**R55 937 314**
Water	R16 719 176	R3 101 439	R2 684 634	R93 464 642	**R115 969 890**
Sewerage	R7 397 225	R595 675	R499 522	R23 787 016	**R32 279 438**
Refuse Removal	R6 631 196	R806 035	R658 205	R28 844 587	**R36 940 023**
Housing Rentals	R602 818	R214 238	R352 170	R10 894 783	**R12 064 009**
Sundry Debtors	R1 091 034	R194 393	R252 774	R11 135 056	**R12 673 257**
Total	**R72 508 348**	**R5 571 671**	**R4 900 592**	**R182 883 320**	**R265 863 931**
2020/2021					
Electricity	R36 398 931	R1 541 793	R804 361	R12 504 569	**R51 249 654**
Water	R14 574 267	R3 251 097	R3 944 316	R71 631 433	**R93 401 113**
Sewerage	R7 186 588	R695 256	R442 960	R19 436 464	**R27 761 268**
Refuse Removal	R5 257 377	R535 613	R518 311	R23 127 687	**R29 438 988**
Housing Rentals	R472 726	R197 196	R854 090	R26 132 236	**R27 656 248**
Sundry Debtors	R1 052 913	R185 125	R194 673	R9 298 072	**R10 730 783**
Total	**R64 942 802**	**R6 406 080**	**R6 758 711**	**R162 130 461**	**R240 238 054**
2019/2020					
Electricity	R35 776 566	R1 854 127	R968 501	R8 156 172	**R46 755 366**
Water	R18 388 855	R4 470 012	R4 197 477	R65 017 971	**R92 074 315**
Sewerage	R7 739 092	R1 443 192	R1 135 486	R18 334 718	**R28 652 488**
Refuse Removal	R5 284 928	R754 343	R609 919	R19 665 824	**R26 315 014**
Housing Rentals	R504 690	R167 935	R1 016 980	R25 504 734	**R27 194 339**
Sundry Debtors	R497 945	R79 498	R166 344	R8 784 645	**R9 528 432**
Total	**R68 192 076**	**R8 769 107**	**R8 094 707**	**R145 464 064**	**R230 519 954**
2018/2019					
Electricity	R32 624 115	R1 148 130	R639 783	R5 769 123	**R40 181 151**
Water	R13 810 713	R3 070 258	R2 208 391	R65 208 853	**R84 298 215**
Sewerage	R5 807 634	R483 993	R435 064	R16 465 849	**R23 192 540**
Refuse Removal	R3 383 765	R498 839	R389 466	R18 603 991	**R22 876 061**
Housing Rentals	R259 533	R143 963	R135 487	R26 735 211	**R27 274 194**
Sundry Debtors	R685 070	R132 050	R145 872	R8 900 665	**R9 863 657**
Total	**R56 570 830**	**R5 477 233**	**R3 954 063**	**R141 683 692**	**R207 685 818**

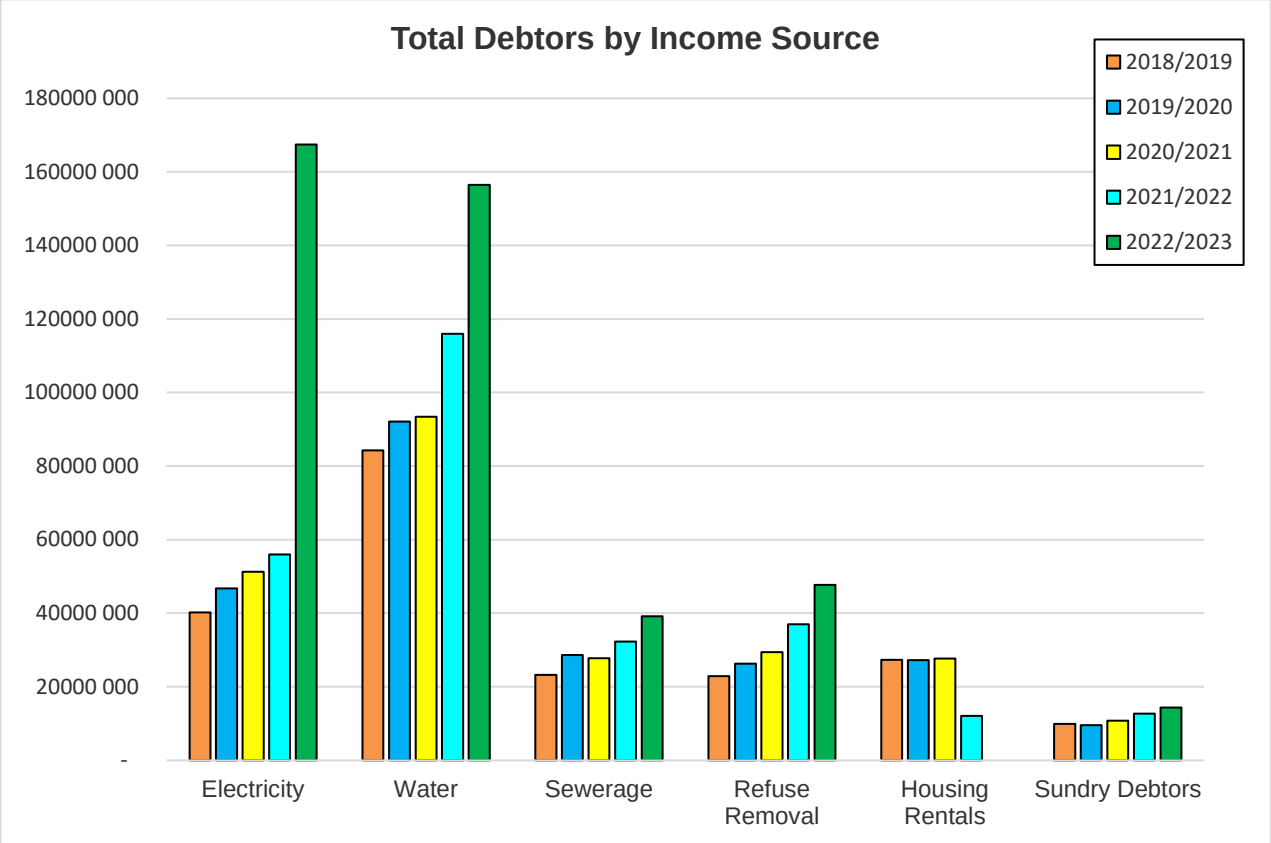


Figure C.3.3.3: Total Debtors by Income Source for the last five financial years

C.4. Water Quality

C.4.1. Sampling Programme

The table below gives an overview of Stellenbosch Municipality's compliance sampling programme for potable water quality.

Table C.4.1.1: Sampling Programme for Potable Water Quality

Treated Water Schemes: All systems

Registered Sites per Scheme		Active (yes/no)			Determinands per Category (Compliance SANS 241:2015)	Frequency (days)		
		Year 0	Year-1	Year-2		Year 0	Year-1	Year-2
#	Name	FY2022/23	FY2021/22	FY2020/21		FY2022/23	FY2021/22	FY2020/21
WBSMDV-007	Devon Valley	Yes	Yes	Yes	**Microbiological (Health)**			
WBSMEB-002	Elsenburg JJ Rhode Primary School	Yes	Yes	Yes	Escherichia Coli (Count per 100ml)	15	15	15
WBSMKL-005	Klapmuts Primary School	Yes	Yes	Yes				
WBSMWH-001	Wemmershoek Pump Station	Yes	Yes	Yes	**Aesthetic**			
WBSMFR-017	Groendal Primary School, Santa Rosa St	Yes	Yes	Yes	Conductivity at 25 °C (mS/m)	15	15	15
WBSMFR-013	Groendal La Petite Provence, R45 Rd	Yes	Yes	Yes	Sodium as Na (mg/l)	15	15	15
WBSMFR-007	Central Police Station	Yes	Yes	Yes	Calcium as Ca (mg/l)	15	15	15
WBSMFR-003	Franschhoek Pass, Bagatele Reservoir	Yes	Yes	Yes	Magnesium as Mg (mg/l)	15	15	15
WBSMFR-032	Franschhoek WTW, Reservoir East Str, F/hoek Estate (Final)	Yes	Yes	Yes	Iron as Fe (µg/l)	15	15	15
WBSMFR-012	Central, Pick a Pay Centre (Men Toilet)	Yes	Yes	Yes	Sulphate as SO4 (mg/l)	15	15	15
WBSMST-012	Idas Valley Reservoir #2, Dahlia Str	Yes	Yes	Yes	Colour (mg/l)	15	15	15
WBSMDV-006	Devon Valley, JC le Roux, Security Room	Yes	Yes	Yes				
WBSMVB-001	Vlottenburg Van Rhyn Distillery & Brandy Cellar	Yes	Yes	Yes	**Operational**			
WBSMRB-003	Faure Pump Station, Faure WTW	Yes	Yes	Yes	pH at 25°C	15	15	15
WBSMFG-002	Railway House #33	Yes	Yes	Yes	Heterotrophic Plate Count count per 1ml	15	15	15
WBSMRB-002	Raithby Reservoir (Hydrant), Dead End	Yes	Yes	Yes	Turbidity NTU	15	15	15
WBSMST-024	Jamestown Reservoir	Yes	Yes	Yes	Total Coliforms	15	15	15
WBSMST-018	Paradyskloof Reservoir #1	Yes	Yes	Yes	Aluminium as Al (mg/l)	15	15	15
WBSMMV-001	Welgevonden, Everlasting Dr 20	Yes	Yes	Yes				
WBSMST-032	Cloetesville, 29 Jakkaranda Str	Yes	Yes	Yes	**Not in STD / Limit Set**			
WBSMJD-001	Johannesdal Reservoir #1, Panorama Str	Yes	Yes	Yes	Alkalinity as CaCO3 (mg/l)	15	15	15
WBSMPN-002	Pniel Scheme Reservoir, Panorama Str	Yes	Yes	Yes				
WBSMKM-002	Kylemore Reservoir #2, Skool Str	Yes	Yes	Yes				
WBSMST-009	Uniepark Reservoir #1, Old Helshoogte Road	Yes	Yes	Yes				
WBSMST-011	Idas Valley Kahler Str, Church	Yes	Yes	Yes				
WBSMST-095	Rezonedal Reservoir	Yes	Yes	Yes				
WBSMST-046	Mosterdrift, 43 Van der Stel Str, Hydrant	Yes	Yes	Yes				
WBSMST-034	Central , Merriman ave, Stellenbosch Hospital	Yes	Yes	Yes				
WBSMST-017	Welgelegen Reservoir, Nooitgedacht Rd	Yes	Yes	Yes				
WBSMST-045	Brandwacht, Cnr Le Seur and Mazot Str	Yes	Yes	Yes				
WBSMST-025	Technopark, Innovation Centre	Yes	Yes	Yes				
WBSMST-028	Die Boord, 26 Blenheim Str	Yes	Yes	Yes				
WBSMST-042	Onder Papegaaiberg, Piet my Vrou Str	Yes	Yes	Yes				
WBSMST-043	Plankenburg, Distell (Bergkelder)	Yes	Yes	Yes				
WBSMST-041	Kayamandi, Library, Masithandane Str	Yes	Yes	Yes				

Raw water samples are also taken once a month at the following locations:

- Franschhoek Pass (WBSMFR-001)
- Idas Valley Dam, Old Helshoogte Rd (WBSMST-003)
- Jonkershoek Weir, Jonkershoek Reserve (WBSMST-004)
- Paradyskloof WTW, Trumali Road (WBSMST-001)

The table below gives an overview of Stellenbosch Municipality's compliance sampling programme for wastewater (final effluent) quality.

Table C.4.1.2: Sampling Programme for Wastewater Effluent Quality								
Registered Sites		Active			Determinands per Category	Frequency (days)		
		Year 0	Year-1	Year-2		Year 0	Year-1	Year-2
#	Name	FY2022/23	FY2021/22	FY2020/21		FY2022/23	FY2021/22	FY2020/21
1	Stellenbosch	Yes	Yes	Yes	**Microbiological**			
2	Raithby	Yes	Yes	Yes	Faecal Coliforms (org/100mℓ)	30	30	30
3	Klapmuts	Yes	Yes	Yes	E Coli (org/100mℓ)	30	30	30
4	Pniel	Yes	Yes	Yes				
5	Wemmershoek	Yes	Yes	Yes	**Chemical**			
					Ammonia Nitrogen (mg/ℓ as N)	30	30	30
					Nitrate and Nitrite (mg/ℓ)	30	30	30
					COD (mg/ℓ) Filtered	30	30	30
					Ortho Phosphate (mg/ℓ as P)	30	30	30
					Physical			
					pH	30	30	30
					Suspended Solids	30	30	30
					Electrical Conductivity	30	30	30
					Free Chlorine	30	30	30

The table below gives an overview of the compliance with regard to the water quality and final effluent compliance sampling programmes, as taken from the DWS IRIS.

Table C.4.1.3: Compliance to the Sampling Programme (s)																							
Measurable / Enabling Factor	Unit	Year 0 FY2022/23						Year 1 FY2021/22						Year 1 FY2020/21					
Potable Water Quality																							
		MAH	CAH	CCH	CNA	O	D	MAH	CAH	CCH	CNA	O	D	MAH	CAH	CCH	CNA	O	D
Supply system submissions	Nr registered	Information not available on IRIS						Information not available on IRIS						Information not available on IRIS					
	Nr submitted																		
	Annual %																		
Monitoring compliance	Average %																		
Certified Data	Average %	100%	98%	52%	100%	100%	0%	100%	99%	63%	100%	70%	26%	100%	98%	51%	100%	59%	0%
In-Time Submission	Average %	100%	97%	91%	98%	99%	100%	100%	98%	92%	98%	99%	100%	100%	100%	100%	100%	100%	100%
Wastewater Quality																			
		M	C	P	O			M	C	P	O			M	C	P	O		
Monitoring Compliance	Average %	70%	52%	55%	-			81%	70%	66%	-			86%	76%	71%	-		
Certified Data	Average %	13%	45%	59%	-			23%	58%	69%	-			0%	50%	56%	-		
In-Time Submission	Average %	100%	100%	100%	-			94%	93%	93%	-			88%	100%	100%	-		

Legend Water **MAH**: Microbiological Acute Health; **CAH**: Chemical Acute Health; **CCH**: Chemical Chronic Health; **CNA**: Chemical Non Health Aesthetic; **O**: Operational; **D**: Disinfectant

Legend Wastewater **M**: Microbiological; **C**: Chemical; **P**: Physical; **O**: Operational

The table below gives an overview of the water quality monitoring from the WSDP Guide Framework perspective.

Table C.4.1.4: Water Quality Monitoring Overview from WSDP Guide Framework Perspective					
WSDP Ref#	Measurable / Enabling Factor	Unit	Year 0	Year - 1	Year - 2
			FY2022/23	FY2021/22	FY2020/21
6.3	**Water Supply and Quality**				
6.3.2	Process Control in place	yes/total WTW in %	100%	100%	100%
6.3.3	Monitoring Programme in place	yes/total schemes in %	100%	100%	100%
6.3.4	Sample Analysis Credibility	Average %	100%	100%	100%
9.2	**Monitoring**				
9.2.1	% of water abstracted monitored: Surface water	Q monitored / Q abstracted in %	100%	100%	100%
9.2.2	% of water abstracted monitored: Ground water	Q monitored / Q abstracted in %	100%	100%	N/A
9.2.3	% of water abstracted monitored: External Sources (Bulk purchase)	Q monitored own / Q purchased in %	100%	100%	100%
9.2.6	Water quality for formal schemes? (1: daily, 2: weekly, 3: monthly, 4: annually, 5: never)	frequency	Bi-Weekly	Bi-Weekly	Bi-Weekly
9.2.7	Water quality for rudimentary schemes? (1: daily, 2: weekly, 3: monthly, 4: annually, 5: never)	frequency	N/A	N/A	N/A
9.2.9	Is the number sufficient in accordance to the SANS241 requirements?	yes/no	Yes	Yes	Yes
9.3	**Water Quality**				
	Is there a water safety plan in place?	yes/no	No	No	No
9.3.1	Reporting on quality of water taken from source: urban & rural	yes/total schemes in %	100%	100%	100%
9.3.5	Quality of water taken from source: urban - % monitored by WSA self?	monitored by WSA / total schemes in %	100%	100%	100%
9.3.6	Quality of water taken from source: rural - % monitored by WSA self?	monitored by WSA / total schemes in %	N/A	N/A	N/A
9.3.9	Are these results available in electronic format?	yes/no	Yes	Yes	Yes

The table below gives an overview of the wastewater quality monitoring from the WSDP Guide Framework perspective.

Table C.4.1.5 : Wastewater Quality Monitoring Overview from WSDP Guide Framework Perspective					
WSDP Ref#	Measurable / Enabling Factor	Unit	Year 0	Year - 1	Year - 2
			FY2022/23	FY2021/22	FY2020/21
5.3.1	**Monitoring and Sample Failure**				
5.3.1.1	Compliance Monitoring: % of tests performed as required by general limits /special limits/ license requirements (Average % over previous 12 months)	Annual %	59%	72%	78%
5.3.1.2	Operational Monitoring: % of tests performed as required by general limits /special limits/ license requirements (Average % over previous 12 months)	Annual %	Not captured on the IRIS and recorded by Process Controllers at each of the WWTW		
6.4	**Wastewater Supply and Quality**				
6.4.2	Process Control in place	yes/total WWTW in %	Yes	Yes	Yes
6.4.3	Monitoring Programme in place	yes/total WWTW in %	Yes	Yes	Yes
6.4.4	Sample Analysis Credibility	Average %	100%	100%	100%
9.2	**Monitoring**				
9.2.10	Is the number sufficient in accordance to licences?	yes/no	Yes	Yes	Yes
9.3	**Water Quality**				
	Is there a wastewater risk abatement plan in place?	yes/no	Yes	Yes	Yes
9.3.2	Quality of water returned to the resource: urban	yes/total WWTW in %	100%	100%	100%
9.3.3	Quality of water returned to the resource: rural	yes/total WWTW in %	N/A	N/A	N/A
9.3.7	Quality of water returned to resource: urban - % monitored by WSA self?	monitored by WSA / urban WWTW in %	100%	100%	100%
9.3.8	Quality of water returned to resource: rural - % monitored by WSA self?	monitored by WSA / rural WWTW in %	N/A	N/A	N/A
9.3.9	Are these results available in electronic format?	yes/no	Yes	Yes	Yes

DWS's Blue Drop Process

The DWS completed the Blue Drop PAT process for the WSAs in 2021. Blue drop status is awarded to those towns that comply with 95% criteria on drinking water quality management. The blue drop performance of Stellenbosch Municipality was summarised as follows in the DWS's 2014 Blue Drop Report, which was the last complete assessment done by the DWS.

Table C.4.1.6: Blue Drop Performance of the Municipality (DWS's 2014 Blue Drop Report)

Municipal Blue Drop Score	2011 – 95.74%, 2012 – 95.56%, 2014 – 80.12%

Regulatory Impression: The previous performance of Stellenbosch Local Municipality could not be sustained and the coveted Blue Drop certification was not retained in 2014. The Municipal Blue Drop Score decreased substantially in 2014. In 2012 the Municipality had 4 out of their 5 systems having Blue Drop status, whereas in 2014 none of them achieved Blue Drop, which is disturbing. The Municipality highlighted the challenges that they faced after the resignation of the Water Services Manager and a dispute with a service provider and water quality results. However, these issues have subsequently been addressed and the municipal commitment to the Blue Drop certification programme was confirmed by the Municipal Manager at the assessment. It is therefore anticipated that an improvement in compliance will be achieved at the next assessment.

A number of areas were identified during this assessment where further improvement in compliance can be achieved. Although the Municipality was able to demonstrate progress with regard identification and management of risks for systems and networks for which they are responsible, limited evidence was available regarding the integration and alignment with the City of Cape Town that provides bulk water services for two systems. The Municipality also did not undertake a full SANS analysis on the network systems to identify any possible water quality risks of water supplied to the community.

Risk based monitoring that is informed by the risk assessment should be implemented. Monitoring should comply with the requirements of SANS 241 with regard to sampling points, frequency of analyses and the determinants that are analysed. No chemical determinants are analysed in the reticulation network so potential health impacts are not fully monitored.

Poor compliance with operational parameters of turbidity, total coliforms and residual chlorine are noted for the Faure, Franschhoek, Stellenbosch and Wemmershoek network systems. The poor microbiological quality water produced at the Franschhoek system is once again highlighted for urgent attention. The Municipality has reported that Franschhoek will be supplied by water from the Wemmershoek WTW in the future, which should ensure a supply of good quality water to the community.

Based on the Audit results, the DWS has serious concerns on the poor microbiological drinking water quality and the resultant risk to consumers of the Franschhoek and Stellenbosch water supply systems. These concerns have to be addressed as a matter of urgency and drinking water quality results and appropriate actions must be communicated to consumers should the water be found to be unfit for human consumption.

The Municipality is encouraged to continue with the implementation of the Water Demand Strategy to reduce non-revenue water. Significant progress has been made with replacement of pipelines and upgrading of networks and meters in the Stellenbosch, Franschhoek and Wemmershoek areas. The refurbishment of inline meters in all reservoirs that are automatically monitored, will facilitate the development of more accurate water balances.

The **Paradyskloof WTW** was inspected to verify the Stellenbosch Municipality's Blue Drop findings: **Site Inspection Score of 84%.**

Performance Area	Blackheath	Faure	Franschhoek	Stellenbosch	Wemmershoek
Water Safety Planning	**30.19**	**30.10**	**25.90**	**29.05**	**30.10**
Treatment Process Management	**8.00**	**8.00**	**8.00**	**8.00**	**7.20**
DWQ Compliance	**23.25**	**19.50**	**6.75**	**11.25**	**22.50**
Management, Accountability	**7.90**	**8.05**	**8.50**	**8.50**	**8.50**
Asset Management	**14.00**	**10.68**	**10.78**	**14.00**	**14.00**
Use Efficiency, Loss Management	**2.40**	**2.40**	**2.40**	**2.40**	**2.40**
Bonus Scores	3.53	4.79	10.17	6.43	3.44
Penalties	0.75	2.00	2.00	2.00	0.00
Blue Drop Score (2014)	**88.52%**	**81.51%**	**70.50%**	**77.63%**	**88.14%**
Blue Drop Score (2012)	95.3%	95.3%	84.2%	98.3%	95.3%
Blue Drop Score (2011)	96.3%	96.8%	75.0%	97.1%	93.4%
System Design Capacity (Ml/d)	420.000	500.000	2.700	44.000	310.0
Operational Capacity (% i.t.o. Design)	47%	82%	52%	45%	63%
Average daily consumption (l/p/d)	807.7	54.9	247.8	217.8	215.2
Microbiological Compliance (%)	**99.7%**	**97.6%**	**86.9%**	**94.6%**	**98.4%**
Chemical Compliance (%)	**99.9%**	**99.9%**	**99.9%**	**99.9%**	**99.9%**

Stellenbosch Municipality also received their 2022 Blue Drop Risk Ratings early this year, as calculated from the 2021 assessment done by the DWS.

Table 4.1.7: BDRR for the Stellenbosch Municipality's water supply systems (2022)

WSA Overview: Municipal BDRR Score 26.1%

All the Water Treatment Works (Blackheath WSS, Faure System WSS, Franschhoek WSS, Stellenbosch CBD WSS and Wemmershoek WSS) falls in the low-risk category.

Criteria A – The design capacity information for all the WSS has been provided.

Criteria B – All the WSS (Blackheath WSS, Faure System WSS, Franschhoek WSS, Stellenbosch CBD WSS and Wemmershoek WSS) are operating within their design capacity.

Criteria C – The Blackheath WSS and Faure System WSS achieved excellent compliance (>98%) for Microbiological compliance and the rest of the WSS achieved adequate compliance. The Franschhoek WSS and Stellenbosch CBD WSS achieved excellent compliance and the rest of the WSS indicated the absence of Microbiological Monitoring compliance. All the WSS (Blackheath WSS, Faure System WSS, Franschhoek WSS, Stellenbosch CBD WSS and Wemmershoek WSS) achieved adequate compliance for Chemical compliance and Chemical Monitoring compliance.

Criteria D – All the WSS achieved non-compliance, except Faure System WSS which achieved adequate compliance with technical skills which is an indication of lack of relevant process controllers, supervisors and maintenance teams.

Criteria E – The Blackheath WSS and Faure System WSS achieved non-compliance and Franschhoek WSS and Stellenbosch CBD WSS indicated the absence of Water Safety Planning and development of risk-based water quality monitoring programmes as outlined in SANS241:2015.

The Regulator encourages the WSA and WSP to urgently implement the following recommendations to ensure delivery of safe drinking water for all consumers:

Ca: Implementation of corrective measures in the event of microbiological and chemical failures to always ensure delivery of safe drinking water.

Cb: Implementation of monitoring programmes with sufficient samples based on population size as outlined in SANS 241:2015.

D: Appointment of suitably qualified staff (supervisors, process controllers and maintenance teams) aligned to set criteria.

E: Development of Water Safety Plan as per SANS 241:2015 and WHO guidelines including risk assessment of entire supply system, water quality evaluation based on full SANS 241:2015 analysis of raw and final water, development of risk-based monitoring programmes, and implementation of mitigating measures to address all medium and high risks.

Assessment Areas	Blackheath (CCT)	Faure System (CCT)	Franschhoek	Stellenbosch CBD	Wemmers-hoek (CCT)
Bulk / WSP	CCT	CCT	-	-	CCT
A: Total Design Capacity (Ml/d)	430.000	500.000	2.000	49.000	250.000
B: % Operational Capacity in terms of design	39.1%	36%	29.8%	54.7%	61.2%
C1a: % Microbiological Compliance	100%	100%	91.3%	92.2%	97.5%
C1b: % Microbiological Monitoring Compliance	0%	0%	100%	100%	0%
C2a: % Chemical Compliance	97.2%	97.6%	96.4%	94.8%	96.7%
C2b: % Chemical Monitoring Compliance	91.2%	91.2%	91.2%	91.2%	94.1%
D: % Technical Skills	46.9%	75%	37.5%	37.5%	65.6%
E: % Water Safety Plan Status	9.1%	9.1%	0%	0%	9.1%
% BDRR/BDRR max	**23.5%**	**22.2%**	**26.3%**	**39.9%**	**35.2%**

The average daily consumption (l/p/d) for the last three financial years are summarised in the table below.

Table C.4.1.8: Average residential daily consumption (l/p/d) for the last three financial years.

Distribution System	2020/2021			2021/2022			2022/2023		
	Estimated Permanent Population	Aver. Daily Billed Metered. Consump-tion (kl)	Aver. Daily consumption (l/p/d)	Estimated Permanent Population	Aver. Daily Billed Metered. Consump-tion (kl)	Aver. Daily consump-tion (l/p/d)	Estimated Permanent Population	Aver. Daily Billed Metered. Consump-tion (kl)	Aver. Daily consump-tion (l/p/d)
Stellenbosch	110 548	15 557	**141**	114 400	16 564	**145**	117 259	9 830	**84**
Franschhoek	24 226	2 476	**102**	25 437	2 330	**92**	26 709	1 657	**62**
Dwars River	15 004	1 911	**127**	15 454	1 260	**82**	15 917	1 141	**72**
Klapmuts	13 014	1 157	**89**	13 795	1 235	**90**	14 623	971	**66**

Note: The above l/p/d for 2019/2020 and 2020/2021 include the commercial, industrial, municipal and other water usage

DWS's Green Drop Process

The DWS completed the new Green Drop assessment for the WSAs in 2021 and the results were received early in 2022. Green drop status is awarded to those WSAs that comply with 90% criteria on key selected indicators on wastewater quality management. The green drop performance of Stellenbosch Municipality is summarised as follows in the DWS's 2022 Green Drop Report.

Table 4.1.9: Green Drop Performance of the Stellenbosch Municipality (DWS's 2022 Green Drop Report)	
Average Green Drop Score	**2009 – 53%, 2011 – 71%, 2013 – 40%, 2021 – 84%**

Regulator's Comment: Stellenbosch Local municipality has delivered a sterling performance during the 2021 audit cycle, as is evident from an 84% Green Drop score. This marks a progressive upwards movement from the 2013 baseline score of 40%. The Regulator noted the change being brought about by a highly committed and qualified team, coupled by systematic improvements made over several years since the last Green Drop assessments. Four (4) of the 5 systems have scored >80%, and all 5 systems reside in medium- and low risk CRR positions.

An outstanding feature by Stellenbosch has been the persistent refurbishments and amendments to the Stellenbosch WWTW (the largest size plant). Senior management commitment and attention to their staff's needs seems to make a markable difference and is evident in terms of financial and technical support to the staff and systems. Nevertheless, further improvements can be made to move the municipality to Green Drop Certification status in 2023, if they are addressed. These include but are not limited to finalisation of pending authorisations for the works that are still outstanding, implementing plans for using the generated and classified sludge to the benefit of the municipality.

Linking process audits/conditional assessment findings of the works to the respective W_2RAPs and provide practical implementation plan of all the risks identified.

Stellenbosch is appraised for its high standard and modern equipped laboratory that is used for inhouse operational monitoring and river health monitoring. The laboratory renders a professional scientific service to all WWTWs of the municipality. Furthermore, the municipality has a fully-fledged pollution control unit department that focuses on all the industrial discharges and thereby enforcing bylaws. Stellenbosch sets an example for professionalisation of wastewater services and the Regulator is pleased to acknowledge Stellenbosch for its service and performance, notably in the office and in the field, as can been seen by the 84% Green Drop score and 80% TSA score for the Stellenbosch system. Well done.

Green Drop findings:

1. More than 90% has been achieved against KPAs A and B for all systems, except Raithby.
2. Pniel exceeds its design capacity, all other WWTWs are well below.
3. Work is required to classify and allocate Process Controllers to specific systems, or define their allocations across different systems.
4. Zero out of 5 WWTWs complied with all effluent quality categories (i.e., Microbiological, Chemical and Physical) – this was the single reason for not achieving Green Drop excellence status. The good microbiological compliance by Pniel is acknowledged.
5. Energy efficiency management is not practiced; hence, recommendations were made to tap in with existing initiatives by SALGA, DMRE, GIZ and WISA.
6. Most of the licenses/permits are outdated and engagement with DWS must be intensified to resolve this before the next audit.
7. Wemmershoek WWTW is currently undergoing planned upgrades and it is expected to resolve the effluent compliance issues.
8. No plants in the high or critical risk positions.
9. Bonusses have been maximised by offering additional evidence, only one penalty applied for the Pniel system.
10. Budget had been secured for capital projects for replacement, upgrades, and addition of new unit process at some of the WWTWs and associated infrastructure:
    - R989,000: Stellenbosch WWTW upgrades through internal funding and capital replacement reserves.
    - R90,000,000: Wemmershoek WWTW upgrades through internal funding and capital replacement reserves.
    - R47,000,000: Pniel WWTW upgrades through internal funding and capital replacement reserves.
    - R16,000,000: Klapmuts WWTW upgrades through internal funding and capital replacement reserves.
    - R5,000,000: Raithby WWTW upgrades through internal funding and capital replacement reserves.

The Stellenbosch WWTW was inspected to verify the Green Drop Audit Findings: Technical Site Assessment Score 80%

- The plant's installed and design capacity is 35 Ml/day and consist of: 27 Ml/d MBR (submerged membrane bioreactor) plant (new plant commissioned in 2019) and 8 Ml/d conventional activated sludge plant (old plant but recently refurbished and amended configuration).
- A combined inlet works (mechanical screens, vortex degritters and flow measurement) provides preliminary treatment for both parts of the works (new and old). There is no primary settlement, but

there are fine screens for the new works to protect the submerged membranes. The final effluent streams are again blended, and disinfection is via UV.

- The flow to the plant is only 16 Ml/d which has decreased since the recent water restrictions and COVID (less students at Stellenbosch university). The works appear to be in very good condition and despite a few minor teething problems, appears to be well operated.
- The discharge requirements are 'special limits' which is currently under dispute with DWS, in particular the UV disinfection, noting that the receiving river is a under general limit conditions.
- Good quality sludge was produced, as product of aerobic digestion and belt presses. The sludge is taken to the landfill site which will have to be reviewed in future under new legislation.
- The MBR plant and aerobic digestion is (inherently) power intensive and the works SPC and energy efficiency could potentially be further optimized.
- The works has a Dissolved Air Flotation unit that is currently not utilised.

Table 4.1.9: Green Drop Performance of the Stellenbosch Municipality (DWS's 2022 Green Drop Report)

GREEN DROP REPORT CARD						
Key Performance Area	**Weight**	**Stellenbosch**	**Wemmershoek**	**Pniel**	**Klapmuts**	**Raithby**
A. Capacity Management	15%	92.0%	92.0%	92.0%	94.0%	80.0%
B. Environmental Management	15%	92.5%	92.5%	92.5%	92.5%	78.5%
C. Financial Management	20%	81.0%	81.0%	81.0%	81.0%	81.0%
D. Technical Management	20%	87.0%	79.5%	87.0%	75.5%	79.5%
E. Effluent & Sludge Compliance	30%	46.0%	46.0%	66.0%	37.0%	21.0%
F. Bonus		67.5%	67.5%	67.5%	75.0%	67.5%
G. Penalties		0.0%	0.0%	-50.0%	0.0%	0.0%
H. Disqualifiers		None	None	None	None	None
Green Drop Score (2021)		**84%**	**83%**	**83%**	**82%**	**73%**
2013 Green Drop Score		**41%**	**37%**	**40%**	**39%**	**32%**
2011 Green Drop Score		**72%**	**70%**	**58%**	**72%**	**62%**
2009 Green Drop Score		**55%**	**47%**	**52%**	**59%**	**52%**
System Design Capacity (Ml/d)		35.000	5.000	1.350	2.500	0.150
Design Capacity Utilisation (%)		46%	52%	117%	44%	41%
Resource Discharged into		Veldwachters River	Berg River (Sensitive)	Dwars River	Klapmuts River	Raithby River
Microbiological Compliance (%)		9%	0%	92%	54%	58%
Chemical Compliance (%)		54%	31%	52%	80%	54%
Physical Compliance (%)		61%	54%	66%	69%	80%
Wastewater Risk Rating (CRR% of CRRmax)						
2011 CRR (%)		**74.1%**	**58.8%**	**64.7%**	**58.8%**	**47.1%**
2013 CRR (%)		**81.8%**	**76.5%**	**82.4%**	**94.1%**	**76.5%**
2021 CRR (%)		**55.6%**	**63.3%**	**58.8%**	**41.2%**	**64.7%**

C.4.2. Water Quality Compliance

The table below gives an overview of Stellenbosch Municipality's water quality compliance, as taken from the DWS IRIS.

Table C.4.2.1: Overview of Water Quality Compliance

WSDP Ref #	Measurable / Enabling Factor	Unit	Year 0 FY2022/23						Year -1 FY2021/22						Year -2 FY2020/21					
			MAH	CAH	CCH	CNA	O	D	MAH	CAH	CCH	CNA	O	D	MAH	CAH	CCH	CNA	O	D
	Results from Integrated Regulatory Information System																			
n/a	Analysis compliance	Total	785	857	1899	5043	4062	759	838	862	1823	5052	3940	798	866	870	1989	5124	4264	829
n/a		Nr Failures	39	0	5	143	449	95	15	0	0	86	322	221	49	0	3	117	319	274
n/a		Compliance %	95%	100%	100%	97%	89%	87%	98%	100%	100%	98%	92%	72%	94%	100%	100%	98%	93%	67%
n/a	Samples frequency	Total	785	823	1576	825	1609	758	836	839	1373	840	1414	796	840	835	1637	835	1674	803
n/a		Nr Failures	299	314	603	316	614	292	309	314	511	315	529	293	307	304	596	304	610	294
n/a		Compliance %	62%	62%	62%	62%	62%	61%	63%	63%	63%	63%	63%	63%	63%	64%	64%	64%	64%	63%
n/a	Sites compliance	Total	379	387	391	387	391	378	385	385	386	385	386	385	379	383	385	383	385	379
n/a		Nr Failures	127	132	136	132	136	126	121	121	122	121	122	121	117	119	121	119	121	117
n/a		Compliance %	66%	66%	65%	66%	65%	67%	69%	69%	68%	69%	68%	69%	69%	69%	69%	69%	69%	69%
6.3	**Water Supply and Quality**																			
6.3.6	Blue Drop Status	last year certified by DWS	2022 Blue Drop Assessment (Waiting for results)						2021 Blue Drop PAT						No Blue Drop assessment was done by DWS					
9.3	**Water Quality**																			
9.3.10	% Time (days) within SANS 241 standards per year	Average of analysis compliance %	95%						93%						92%					

Legend MAH: Microbiological Acute Health; CAH: Chemical Acute Health; CCH: Chemical Chronic Health; CNA: Chemical Non Health Aesthetic; O: Operational; D: Disinfectant

The water quality compliance sample results are included in Annexure D for each of the water distribution systems. The overall percentage of compliance of the water quality samples taken over the period July to June for the last three financial years is summarised in the table below per distribution system.

Table C.4.2.2: Percentage compliance of the water quality samples for the last three financial years per performance indicator

Performance Indicator	Performance Indicator categorised as unacceptable Yes / No (Table 4 of SANS 241-2:2015)			% Sample Compliance according to SANS 241-2015 Limits		
	22/23	21/22	20/21	22/23	21/22	20/21
Stellenbosch System (Above 100 000 persons)						
Acute Health Microbiological	No (Good)	No (Excellent)	Yes (Unacceptable)	97.24%	99.28%	93.67%
Acute Health Chemical	No (Good)	No (Excellent)	No (Excellent)	97.72%	100.00%	100.00%
Chronic Health	No (Excellent)	No (Excellent)	No (Excellent)	99.78%	100.00%	99.87%
Aesthetic	No (Excellent)	No (Excellent)	No (Excellent)	97.61%	97.99%	97.17%
Operational Efficiency	Yes (Unacceptable)	Yes (Unacceptable)	Yes (Unacceptable)	91.69%	92.23%	92.44%
Blackheath System (Above 100 000 persons)						
Acute Health Microbiological	Yes (Unacceptable)	Yes (Unacceptable)	Yes (Unacceptable)	96.00%	92.31%	96.00%
Acute Health Chemical	No (Excellent)	No (Excellent)	No (Excellent)	100.00%	100.00%	100.00%
Chronic Health	No (Excellent)	No (Excellent)	No (Excellent)	100.00%	100.00%	100.00%
Aesthetic	No (Excellent)	No (Excellent)	No (Excellent)	100.00%	100.00%	100.00%
Operational Efficiency	Yes (Unacceptable)	No (Good)	No (Excellent)	88.10%	93.10%	96.72%
Faure System (Below 100 000 persons)						
Acute Health Microbiological	No (Excellent)	No (Excellent)	No (Excellent)	98.57%	100.00%	100.00%
Acute Health Chemical	No (Excellent)	No (Excellent)	No (Excellent)	100.00%	100.00%	100.00%
Chronic Health	No (Excellent)	No (Excellent)	No (Excellent)	100.00%	100.00%	100.00%
Aesthetic	No (Excellent)	No (Excellent)	No (Excellent)	98.61%	99.77%	100.00%
Operational Efficiency	No (Excellent)	No (Excellent)	No (Excellent)	96.89%	97.93%	96.72%
Franschhoek System (Below 100 000 persons)						
Acute Health Microbiological	No (Excellent)	No (Excellent)	No (Good)	100.00%	97.67%	90.91%
Acute Health Chemical	No (Excellent)	No (Excellent)	No (Excellent)	100.00%	100.00%	100.00%
Chronic Health	No (Excellent)	No (Excellent)	No (Excellent)	100.00%	100.00%	100.00%
Aesthetic	No (Excellent)	No (Excellent)	No (Excellent)	100.00%	97.84%	94.96%
Operational Efficiency	No (Excellent)	No (Excellent)	No (Excellent)	95.35%	93.44%	94.93%
Wemmershoek System (Below 100 000 persons)						
Acute Health Microbiological	Yes (Unacceptable)	No (Excellent)	Yes (Unacceptable)	90.63%	97.07%	94.42%
Acute Health Chemical	No (Excellent)	No (Excellent)	No (Excellent)	100.00%	100.00%	100.00%
Chronic Health	No (Excellent)	No (Excellent)	No (Excellent)	100.00%	100.00%	99.80%

Table C.4.2.2: Percentage compliance of the water quality samples for the last three financial years per performance indicator						
Performance Indicator	Performance Indicator categorised as unacceptable Yes / No (Table 4 of SANS 241-2:2015)			% Sample Compliance according to SANS 241-2015 Limits		
	22/23	21/22	20/21	22/23	21/22	20/21
Aesthetic	No (Excellent)	No (Excellent)	No (Excellent)	98.39%	99.00%	98.34%
Operational Efficiency	Yes (Unacceptable)	No (Good)	No (Good)	85.04%	90.35%	91.74%

Notes: The compliance percentages for the Stellenbosch and Blackheath distribution system were calculated against Table 4 of SANS241-2:2015 with a population above 100 000 persons.

The table below gives an overview of the four categories under which the risks posed by micro-organism, physical or aesthetic property or chemical substance of potable water is normally classified:

Table C.4.2.3: Four categories under which the risks posed by micro-organism, physical or aesthetic property or chemical substance of potable water is normally classified	
Category	Risk
Acute Health	Determinand that poses an immediate unacceptable health risk if present at concentration values exceeding the numerical limits specified in this part of SANS 241.
Aesthetic	Determinand that taints water with respect to taste, odour and colour and that does not pose an unacceptable health risk if present at concentration values exceeding the numerical limits specified in SANS 241.
Chronic Health	Determinand that poses an unacceptable health risk if ingested over an extended period if present at concentration values exceeding the numerical limits specified in SANS 241.
Operational	Determinand that is essential for assessing the efficient operation of treatment systems and risks from infrastructure

The table below indicates the compliance of the monthly E.Coli monitoring frequency in the water distribution systems of Stellenbosch Municipality, in terms of the minimum requirements of SANS:241-2: 2015 (Table 2). The period assessed was for samples taken from July 2022 to June 2023.

Table C.4.2.4: Stellenbosch Municipality's compliance of the monthly E.Coli monitoring frequency in the water distributions systems in terms of the minimum requirements of SANS 241-2:2015 (Table 2).			
Distribution System	Population served	Required number of monthly samples (SANS 241-2:2015: Table 2)	Number of monthly E.Coli samples taken by Municipality during 2022/2023 (According to Sampling Programme)
Stellenbosch	117 259	23.5	48
Franschhoek	26 709	5.3	14
Dwars River	15 917	3.2	6
Klapmuts	14 623	2.9	2

It can be noted from the above table that the number of monthly E.Coli samples taken according to the Sampling Programme for the 2022/2023 financial year was more than the required number of samples for all the water distribution systems, except for Klapmuts, where one additional sample per month is required. The current compliances were calculated against the Sampling Programme, but the Municipality needs to measure their future compliance against the actual number of samples taken in each financial year for each of the systems.

The table below gives an overview of Stellenbosch Municipality's wastewater quality compliance, as taken from DWS IRIS.

Table C.4.2.5: Overview of Wastewater Quality Compliance

WSDP Ref #	Measurable / Enabling Factor	Unit	Year 0 FY2022/23				Year-1 FY2021/22				Year-2 FY2020/21			
			M	C	P	O	M	C	P	O	M	C	P	O
	Results from Integrated Regulatory Information System													
n/a	Regulatory compliance	Total	68	186	206	-	80	252	254	-	146	262	263	-
n/a		Nr Failures	50	74	53	-	49	126	63	-	69	121	87	-
n/a		Compliance %	26%	60%	74%	-	39%	50%	75%	-	53%	54%	67%	-
n/a	Operational compliance	Total	Not captured on IRIS and recorded by Process Controllers at each of the WWTW											
n/a		Nr Failures												
n/a		Compliance %												
5.3.1	**Monitoring and Sample Failure**													
5.3.1.3 5.3.1.4 5.3.1.5	Average % of sample failure	Failure %	74%	40%	26%	-	61%	50%	25%	-	47%	46%	33%	-
6.3	**Water Supply and Quality**													
6.4.6	Green Drop Status	last year certified by DWS	2022 Green Drop PAT (Waiting for results)				2021 Green Drop Assessment				No Green Drop assessment was done by DWS			
	Legend	**M**: Microbiological; **C**: Chemical; **P**: Physical; **O**: Operational												

The final effluent quality compliance sample results are included in Annexure D for each of the WWTWs. The overall percentage compliance of the final effluent samples taken over the last three financial years at the Stellenbosch, Wemmershoek, Raithby, Pniel and Klapmuts WWTWs are summarised in the tables below. The compliance percentages were calculated against the following compliance limits for the WWTWs.

- Stellenbosch WWTW: Licence 19/G22H/EFG/3844, 18 February 2016.
- Wemmershoek WWTW: Licence 01/G10A/ECGIF/6229, 12 October 2017.
- Raithby WWTW: Used General Authorisation.
- Pniel WWTW: Licence 01/G10C/CFI/12002, 26 June 2022.
- Klapmuts WWTW: Used General Authorisation

Table C.4.2.6: Percentage microbiological compliance of the compliance samples taken at the various WWTWs for the last three financial years

WWTW	2022/2023	2021/2022	2020/2021
Stellenbosch 1	16.7	9.1	0.0
Stellenbosch 2	0.0	16.7	7.7
Wemmershoek	16.7	15.4	23.1
Raithby	45.5	58.3	61.5
Pniel	11.1	83.3	53.8
Klapmuts	33.3	53.8	53.8
All WWTWs	**21.0**	**39.7**	**35.1**

Table C.4.2.7: Percentage chemical compliance of the compliance samples taken at the various WWTWs for the last three financial years.

WWTW	2022/2023					2021/2022					2020/2021				
	Ammonia	Nitrates	COD Filtered	Ortho Phosphate	Overall	Ammonia	Nitrates	COD Filtered	Ortho Phosphate	Overall	Ammonia	Nitrates	COD Filtered	Ortho Phosphate	Overall
Stellenbosch 1	0.0	83.3	16.7	0.0	**25.0**	54.5	72.7	45.5	45.5	**54.5**	0.0	88.9	22.2	0.0	**27.8**
Stellenbosch 2	58.3	25.0	83.3	25.0	**47.9**	91.7	8.3	91.7	25.0	**54.2**	92.3	7.7	69.2	15.4	**46.2**
Wemmershoek	16.7	58.3	0.0	0.0	**18.8**	0.0	92.3	0.0	0.0	**23.1**	38.5	69.2	0.0	15.4	**30.8**
Raithby	72.7	100.0	90.9	100.0	**90.9**	8.3	58.3	100.0	100.0	**66.7**	23.1	77.8	100.0	100.0	**72.7**
Pniel	33.3	33.3	11.1	11.1	**22.2**	0.0	91.7	0.0	16.7	**27.1**	0.0	61.5	7.7	0.0	**17.3**
Klapmuts	8.3	100.0	100.0	91.7	**75.0**	46.2	100.0	92.3	84.6	**80.8**	23.1	100.0	100.0	80.0	**73.9**
All WWTWs	**33.9**	**66.1**	**54.8**	**41.9**	**49.2**	**32.9**	**71.2**	**54.8**	**45.2**	**51.0**	**31.1**	**64.2**	**51.4**	**31.3**	**44.3**

Table C.4.2.8: Percentage physical compliance of the compliance samples taken at the various WWTWs for the last three financial years.

WWTW	2022/2023				2021/2022				2020/2021			
	pH	Electrical Conductivity	Total Suspended Solids	Overall	pH	Electrical Conductivity	Total Suspended Solids	Overall	pH	Electrical Conductivity	Total Suspended Solids	Overall
Stellenbosch 1	83.3	16.7	0.0	**33.3**	0.0	100.0	36.4	**45.5**	44.4	100.0	0.0	**48.1**
Stellenbosch 2	50.0	100.0	75.0	**75.0**	50.0	100.0	83.3	**77.8**	84.6	100.0	91.7	**92.1**
Wemmershoek	100.0	100.0	0.0	**66.7**	100.0	100.0	0.0	**66.7**	100.0	100.0	7.7	**69.2**
Raithby	100.0	100.0	81.8	**93.9**	83.3	100.0	75.0	**86.1**	100.0	100.0	61.5	**87.2**
Pniel	100.0	100.0	11.1	**70.4**	100.0	100.0	0.0	**66.7**	100.0	100.0	0.0	**66.7**
Klapmuts	100.0	100.0	16.7	**72.2**	100.0	100.0	15.4	**71.8**	100.0	100.0	38.5	**79.5**
All WWTWs	**88.7**	**91.9**	**33.9**	**71.5**	**74.0**	**100.0**	**34.2**	**69.4**	**90.5**	**100.0**	**34.2**	**75.1**

C.4.3. Incident Management

Stellenbosch Municipality's Maintenance Teams mainly performs their own repair and preventative maintenance work to the equipment and infrastructure of the Municipality, except when specialized repair work is required, in which case the work is sub-contracted to approved sub-contractors on the municipal database.

Water Safety Plans need to be compiled for the water distribution systems and treatment facilities. A detailed risk assessment needs to be executed as part of the process and the existing control measures implemented by Stellenbosch Municipality also needs to be evaluated. An Improvement / Upgrade Plan needs to be put in place with relevant Water and Safety Management Procedures for any type of incident.

Updated W_2RAPs are in place for the various WWTWs and drainage networks. The W_2RAP is an all-inclusive risk analysis tool by which risks associated with the management of collection, treatment and disposal of wastewater, are identified and rated (quantified). The identified risks can then be managed according to its potential impacts on the receiving environment / community / resource.

The W_2RAP Team of Stellenbosch Municipality is committed to meet regularly to review the implementation of all the aspects of the W_2RAPs to ensure that they are still accurate and to determine whether the field assessments need updates or modifications and whether the Incident Response Management Protocol is still adequate. In addition to the regular three-year review, the W_2RAP will also be reviewed when, for example, major treatment improvements are planned and brought into use, or after a major incident.

An Incident Response Management Protocol is in place and forms part of Stellenbosch Municipality's W_2RAPs. The Incident Response Management Protocol entails that certain reactive procedures are followed when an incident occurs, such as when a malfunction of the treatment processes occurs due to power failures, faulty equipment, adverse weather conditions or human error.

Operational Alert Levels are also in place for the various WTWs and WWTWs in order to ensure that the various unit processes in the plant performs optimally. If these pre-determined Alert Levels are exceeded at any of the control points where samples are taken for operational purposes, specific actions are taken to bring the operational parameters back to within the target ranges.

Table C.4.3.1: Incident Management and Reporting Overview

WSDP Ref #	Measurable / Enabling Factor	Unit	Year 0 FY2022/23	Year - 1 FY2021/22	Year - 2 FY2020/21
6.3	**Water Supply and Quality**				
6.3.1	Incident Management Protocol in place	yes/total schemes in %	100%	100%	100%
6.3.5	Failure Response Management in place	yes/total schemes in %	100%	100%	100%
6.4	**Waste Water Supply and Quality**				
6.4.1	Incident Management Protocol in place	yes/total schemes in %	100%	100%	100%
6.4.5	Failure Response Management in place	yes/total schemes in %	100%	100%	100%

The table below summarise the results for Stellenbosch Municipality as taken from DWS IRIS for the last three financial years.

Table C.4.3.2: Water Quality Incident Reporting Compliance (Health Oriented)

Measurable / Enabling Factor	Unit	Year 0 FY2022/23			Year -1 FY2021/22			Year-2 FY2020/21		
		Acute Health Micriobiological	Acute Health Chemical	Chronic Health	Acute Health Micriobiological	Acute Health Chemical	Chronic Health	Acute Health Micriobiological	Acute Health Chemical	Chronic Health
Failures in terms of Analysis	Total nr	785	857	1899	838	862	1823	866	870	1989
	Nr of failures	39	0	5	15	0	0	49	0	3
	Failure %	5.0%	0.0%	0.3%	1.8%	0.0%	0.0%	5.7%	0.0%	0.2%
	Nr reported	39	0	5	15	0	0	49	0	3
	Reported % of failure	100%	100%	100%	100%	100%	100%	100%	100%	100%
Failures in terms of Samples	Total	785	823	1576	836	839	1373	840	835	1637
	Nr of failures	299	314	603	309	314	511	307	304	596
	Failure %	38.1%	38.2%	38.3%	37.0%	37.4%	37.2%	36.5%	36.4%	36.4%
	Nr reported	299	314	603	309	314	511	307	304	596
	Reported % of failure	100%	100%	100%	100%	100%	100%	100%	100%	100%
Failures in terms of Sites	Total	379	387	391	385	385	386	379	383	385
	Nr of failures	127	132	136	121	121	122	117	119	121
	Failure %	33.5%	34.1%	34.8%	31.4%	31.4%	31.6%	30.9%	31.1%	31.4%
	Nr reported	127	132	136	121	121	122	117	119	121
	Reported % of failure	100%	100%	100%	100%	100%	100%	100%	100%	100%

C.5. Water Conservation and Water Demand Management

The table below gives an overview of the WC/WDM activities implemented by Stellenbosch Municipality.

Table C.5.1: Overview of WC/WDM Activities

WSDP Ref. #	Regulations Ref. #	Description	Urban Settlements						Rural Settlements					
			Year 0		Year - 1		Year - 2		Year 0		Year - 1		Year - 2	
			2022/23		2021/22		2020/21		2022/23		2021/22		2020/21	
7.1.1	10.2.g.iii	**REDUCING UNACCOUNTED FOR WATER AND WATER INEFFICIENCIES**												
		Number of customers where the following activities have been pursued:	Nr	% of total	Nr	% of total	Nr	% of total	Nr	% of total	Nr	% of total	Nr	% of total
7.1.1.1		Night flow metering	28 514	100%	28 380	100%			0	0%	0	0%		
7.1.1.2		Day flow metering	28 514	100%	28 380	100%			0	0%	0	0%		
7.1.1.3		Reticulation leaks fixed	Unknown	Unknown	983	100%			0	0%	0	0%		
7.1.1.4		Illegal connections formalized	0	100%	0	100%			0	0%	0	0%		
7.1.1.5		Un-metered connections, metered	0	100%	0	100%			0	0%	0	0%		
7.1.2	10.2.g.iii	**REDUCING HIGH PRESSURES FOR RESIDENTIAL CONSUMERS**												
		Number of residential consumers with water supply pressure of:	Nr	% of total	Nr	% of total	Nr	% of total	Nr	% of total	Nr	% of total	Nr	% of total
7.1.2.1		< 300 kPa	See Table C.5.4 for the average residual and static pressures for the various zones.		See Table C.5.4 for the average residual and static pressures for the various				0	0%	0	0%		
7.1.2.2		300 kPa - 600 kPa							0	0%	0	0%		
7.1.2.3		600 kPa - 900 kPa							0	0%	0	0%		
7.1.2.4	10.2.b.iii	> 900 kPa							0	0%	0	0%		
7.1.3	10.2.g.iii	**LEAK AND METER REPAIR PROGRAMMES**												
		Number of consumer units targeted by:	Nr	% of total	Nr	% of total	Nr	% of total	Nr	% of total	Nr	% of total	Nr	% of total
7.1.3.1		Leak repair assistance programme (Fix damaged water connections)	Unknown	Unknown	805	2.8%			0	0%	0	0%		
7.1.3.2	10.2.g.iv	Retro-fitting of water inefficient toilets	0	0.0%	0	0.0%			0	0%	0	0%		
7.1.3.3		Meter repair programme	67	0.2%	75	0.3%			0	0%	0	0%		
7.1.4	10.2.g.iii	**CONSUMER / END-USE DEMAND MANAGEMENT: PUBLIC INFO AND EDUCATION PROGRAMMES**												
			Nr	% of total	Nr	% of total	Nr	% of total	Nr	% of total	Nr	% of total	Nr	% of total
7.1.4.1		Number of schools targeted by education programmes (Visits)	0	0%	0	0%			0	0%	0	0%		
7.1.4.2		Number of consumers (people) targeted by public information programmes	175 636	100%	169 086	100%			0	0%	0	0%		

Quantity of water unaccounted for (Ml/Year):

The table below gives a summary of the treatment losses, NRW, water losses and ILIs for the various distribution systems in Stellenbosch Municipality's Management Area.

Table C 5.2: Treatment Losses, NRW, Water Losses and ILIs for the various water distribution systems								
Description	**Component**	**Unit**	**22/23**	**Record: Prior (Ml/a)**				
				21/22	**20/21**	**19/20**	**18/19**	**17/18**
Stellenbosch	Treatment Losses	Volume	182.188	297.562	75.350	584.229	308.690	266.263
		Percentage	2.5%	3.8%	1.1%	9.1%	5.6%	4.5%
	NRW	Volume	1 996.216	2 395.113	2 324.201	1 460.955	1 335.677	1 519.137
		Percentage	24.4%	28.4%	29.0%	22.0%	22.6%	23.5%
	Water Losses	Volume	1 734.425	2 125.005	2 068.119	1 248.653	1 146.352	1 312.144
		Percentage	21.2%	25.2%	25.8%	18.8%	19.4%	20.3%
	ILI		**4.15**	**4.40**				
	Two additional bulk water meters need to be installed at the Idas Valley and Paradyskloof WTWs to measure the bulk potable water supplied from these two WTWs and to accurately calculate the treatment losses. The NRW and Water Losses were reduced by 4% during the last financial year, which is excellent. The Municipality needs to keep the NRW below 25% and the Water Losses below 20%. The ILI of above 4 however indicates a poor ILI level, which requires attention and the Municipality needs to work towards an ILI of between 2 and 4.							
Franschhoek	NRW	Volume	509.874	502.650	245.181	320.059	223.419	229.228
		Percentage	38.0%	37.1%	21.3%	30.0%	24.1%	26.7%
	Water Losses	Volume	466.975	459.351	208.410	285.914	193.738	201.778
		Percentage	34.8%	33.9%	18.1%	26.8%	20.9%	23.5%
	ILI		**6.85**	**5.21**				
	The NRW and Water Losses increased slightly during the last financial year and are extremely high. The Municipality needs to implement specific WC/WDM measures to reduce the NRW to a target of 30% and the Water Losses to a target of 25%. The ILI of above 4 indicates a poor ILI level, which requires attention and the Municipality needs to work towards an ILI of between 2 and 4.							
Dwars River	NRW	Volume	317.222	242.515	213.959	259.493	452.219	412.674
		Percentage	41.9%	34.5%	23.5%	31.0%	56.9%	52.5%
	Water Losses	Volume	293.001	220.032	184.796	232.721	426.788	387.532
		Percentage	38.7%	31.3%	20.3%	27.8%	53.7%	49.3%
	ILI		**7.05**	**5.29**				
	The NRW and Water Losses continue to increase over the last three financial years and were extremely high for the last financial year. The Municipality needs to implement specific WC/WDM measures to reduce the NRW to a target of 30% and the Water Losses to a target of 25%. The ILI of above 4 indicates a poor ILI level, which requires attention and the Municipality needs to work towards an ILI of between 2 and 4.							
Klapmuts	NRW	Volume	144.782	160.903	123.001	164.563	84.730	92.167
		Percentage	26.4%	26.3%	22.6%	29.4%	20.3%	21.3%
	Water Losses	Volume	127.223	141.330	105.556	146.649	71.377	121.442
		Percentage	23.2%	23.1%	19.4%	26.2%	17.1%	18.1%
	ILI		**2.76**	**3.08**				
	The NRW and Water Losses stayed roughly the same for the last two financial years. The current NRW and Water Losses are not that high (Below 30%), but the Municipality can work towards future targets of 20% for the NRW and 15% for the Water Losses. The current ILI value of 2.76 is good and no urgent action is required, but the NRW and Water Losses should however be monitored carefully.							
Total	**NRW**	**Volume**	**2 968.094**	**3 301.181**	**2 906.342**	**2 205.070**	**2 096.045**	**2 253.206**
		Percentage	**27.4%**	**29.7%**	**27.4%**	**24.2%**	**26.0%**	**26.4%**
	Water Losses	**Volume**	**2 621.624**	**2 945.718**	**2 566.882**	**1 913.936**	**1 838.255**	**1 979.798**
		Percentage	**24.2%**	**26.5%**	**24.2%**	**21.0%**	**22.8%**	**23.2%**
	The NRW and Water Losses for all the systems combined were slightly reduced during the last financial year, which is good. The Municipality can work towards future targets of 25% for their NRW and 20% for their Water Losses.							

Note: Infrastructure Leakage Index (ILI) for Developed Countries = **1 – 2 Excellent (Category A)**, **2 – 4 Good (Category B)**, **4 – 8 Poor (Category C)** and > **8 – Very Bad (Category D)**

Category A = No specific intervention required.

Category B = No urgent action required although should be monitored carefully.

Category C = Requires attention

Category D = Requires immediate water loss reduction interventions

The Infrastructure Leakage Index (ILI) in the previous table is the most recent and preferred performance indicator for comparing leakage from one system to another. It is a non-dimensional index representing the ratio of the current real leakage and the "Unavoidable Annual Real Losses". A high ILI value indicates a poor performance with large potential for improvement while a small ILI value indicates a well-managed system with less scope for improvement. The parameters used to calculate the ILIs for the various distribution systems are included in the Models in Annexure B. Attaining an ILI = 1 is a theoretical limit, which is the minimum water loss in an operational water reticulation system. A value of less than 1 should not occur since this implies that the actual leakage is less than the theoretical minimum level of leakage.

The table below gives an overview of the System Input Volume, Average Billed Metered Consumption and NRW in litre per connection per day for the various water distribution systems for the 2022/2023 financial year.

Table C.5.3: System input volume, average billed metered consumption and non-revenue water in litre per connection per day for the various water distribution systems for 2022/2023.

Water Balance Component	Stellenbosch	Franschhoek	Dwars River	Klapmuts
System Input Volume	1 657	1 444	1 027	680
Average Billed Metered Cons.	1 253	895	596	501
Non-Revenue Water	404	549	430	179

Stellenbosch is the town with the highest system input volume per connection per day, the highest average billed metered consumption per connection per day and the highest average billed metered consumption.

DWS's scorecard for assessing the potential for WC/WDM efforts, as completed for Stellenbosch Municipality, is included in Annexure E. The aim of the scorecard was to establish areas where the municipality has made good progress in relation to WC/WDM and where there is still room for improvement. It can be seen from the Scorecard that there are 25 questions each of which carries a maximum of 4 points providing a possible maximum score of 100. If the Municipality has the specific item completely under control, it receives the maximum points and if it is neglecting the item completely it receives no points. There are various levels between the maximum and the minimum number of points assigned to the municipality for each item depending on the level of completeness or lack thereof. **The status quo score for Stellenbosch Municipality is 68 out of 100 suggesting that the Municipality is making good progress with regard to the implementation of specific WC/WDM activities.**

Number of consumers connected to a water reticulation system where pressures rise above 900 kPa at the consumer connection are as follows:

The table below gives an overview of the average residual and static pressures for the different water distribution zones.

Table C.5.4: Average residual and static pressures for the different zones

Zone	Average Residual Pressure (m)	Average Static Pressure (m)
Stellenbosch Town		
Arbeidslus reservoir	52.3	54.5
Arbeidslus PRV 1	25.2	40.7
Brandwacht reservoir	54.7	62.3
Brandwacht PRV	56.1	73.8
Central	48.7	68.7
Cloetesville reservoir	49.6	59.1
Cloetesville tower	38.3	43.8
Idas Valley	26.1	33.8
Jamestown	34.9	39.0
Kayamandi reservoir	41.5	48.2
Kayamandi PRV 1	33.7	49.9
Kayamandi PRV 2	30.8	46.4
Kayamandi PRV 3	30.5	51.7
Kayamandi PRV 4	44.7	60.4
Kayamandi PRV 5	34.1	56.1

Table C.5.4: Average residual and static pressures for the different zones		
Zone	**Average Residual Pressure (m)**	**Average Static Pressure (m)**
Kleinvallei PRV 1	38.6	39.6
Kleinvallei PRV 2	42.9	44.2
La Coline PRV	28.6	47.0
Papegaaiberg reservoir	34.6	41.5
Paradyskloof 1 reservoir	51.9	57.5
Paradyskloof 2 reservoir	39.3	42.1
Paradyskloof 2 PRV 1	38.6	37.8
Paradyskloof 2 PRV 2	42.6	31.6
Uniepark 1 reservoir	56.5	62.2
Uniepark 2 reservoir	60.4	70.7
Welgelegen reservoir	41.7	45.8
Welgelegen PRV	25.6	41.9
Faure to Jamestown supply line*	70.0	75.0
De Zalze PRV*	59.7	65.6
Stellenvista PS	37.7	46.7
Dwars River		
Johannesdal Lower	29.9	31.6
Johannesdal Upper	61.4	61.4
Kylemore Lower	30.2	35.9
Kylemore Upper	35.0	45.9
Lanquedoc	16.9	22.9
Pniel Lower	59.7	69.3
Pniel Upper	11.2	28.9
WH bulk supply PS 3	40.7	41.6
WH bulk supply PS 4	32.2	47.9
WH bulk supply gravity	50.8	86.3
Deltacrest direct supply	45.8	85.9
Franschhoek		
Bo-Dorp PRV	44.2	50.5
FH Estate Lower PRV 1	57.9	60.7
FH Estate Lower PRV 2	38.0	39.0
FH Estate Lower reservoir	57.5	60.1
FH Estate Upper reservoir	64.2	68.6
Franschhoek Reservoir	72.7	76.4
Franschhoek Reservoir PRV	42.6	44.6
Groendal reservoir	34.8	47.1
Bagatelle (La Avenue) booster	14.5	23.6
La Motte reservoir	44.9	46.7
Langrug reservoir	54.7	59.0
Onder-Dorp (Bagatelle) reservoir	13.3	15.1
Southern booster	30.6	37.7
Wemmershoek reservoir	38.9	40.2
WH bulk supply booster 1	20.2	37.0
WH bulk supply booster 2	64.3	85.9
WH bulk supply gravity	18.7	51.0
Klapmuts		
Klapmuts Lower reservoir	36.8	57.6
Raithby		
Raithby reservoir	29.8	39.3
Raithby booster	38.4	45.4
Faure to Raithby bulk supply	33.5	42.7
Faure		
Faure reservoir*	60.1	60.3

Table C.5.4: Average residual and static pressures for the different zones		
Zone	**Average Residual Pressure (m)**	**Average Static Pressure (m)**
Polkadraai		
Digteby booster	33.2	39.7
Hands booster	35.4	57.9
Longlands booster	17.7	77.0
Skoonheid PRV zone 1	30.0	59.8
Skoonheid PRV zone 2	49.5	50.4
Skoonheid PRV zone 3	61.4	61.7
Skoonheid reservoir	59.1	63.5
Koelenhof		
Devon Valley reservoir	71.4	76.2
Elsenburg reservoir A	18.2	64.1
Elsenburg reservoir B	39.9	55.7
Koelenhof reservoir	33.9	48.9
Sonop reservoir	56.1	136.4
Muldersvlei		
Muldersvlei	26.3	35.9
Meerlust		
Meerlust	64.5	83.1
Helderberg / Croydon		
Hederberg	75.0	117.7
Croydon	41.4	91.8

There are currently 22 PRV zones supplied with water from 24 PRVs. There are also 5 PRVs that are currently not in operation (and can be decommissioned), 6 PRVs that are only used under emergency conditions, 4 PRVs that augment water supply to existing reservoir zones and 1 PRV on the existing Perdekloof raw water system in Franschhoek (Bulk Water Resources: Drought Intervention Projects, June 2019).

The following future PRVs were proposed in the Bulk Water Resources Drought Intervention Projects study.

Table C.5.5: Proposed future PRV projects (June 2019)		
Distribution System	**Proposed pressure management project**	**Recommendations**
Stellenbosch Town	Kayamandi PRV project: Phase 1	• Ensure discreteness of existing PRV zones in Kayamandi (Project completed)
	Kayamandi PRV project: Phase 2	• Optimise operation of existing PRVs in Kayamandi. • Include data on live telemetry system (Project in progress)
	Stellenbosch PRV refurbish project	• Refurbish controllers and critical point loggers at the Kleinvallei PRVs, Welgelegen PRV, Paradyskloof PRV and Brandwacht PRV. • Include data on live telemetry system (Project in progress).
	Arbeidslus PRV investigation project	• Log pressure and flow, determine operation of PRV and discreteness of zone. • Prepare short report on findings (Project in progress)
	Uniepark PRV project	• Implement new PRV zone. • Include data on live telemetry system (Future project)
	Brandwacht PRV2 project	• Implement new PRV zone. • Include data on live telemetry system (Future project)
	Techno Park PRV project	• Implement new PRV zone • Include data on live telemetry system (Future project)
Dwars River	Pniel PRV project	• Implement new PRV zone • Include data on live telemetry system (Future project)
Franschhoek	Franschhoek PRV investigation project	• Log pressure and flows of Lientjiesdorp and Franschhoek PRVs, determine operation of PRVs and discreteness of zones. • Prepare short report on findings (Project in progress)
	Franschhoek new PRV1 project	• Implement new PRV zone • Include data on live telemetry system (Future project)
	Franschhoek new PRV2 project	• Implement new PRV zone

Table C.5.5: Proposed future PRV projects (June 2019)		
Distribution System	**Proposed pressure management project**	**Recommendations**
		• Include data on live telemetry system (Future project)
Klapmuts	Klapmuts PRV project	• Implement new PRV zone • Include data on live telemetry system (Future project)
Rural	Koelenhof PRV project	• Verify settings and operation of existing PRVs • Install bulk water meters and critical point loggers where required. • Include data on live telemetry system (Future project)
	Polkadraai PRV project	• Verify settings and operation of existing PRVs • Install bulk water meters and critical point loggers where required. • Include data on live telemetry system (Future project)

Demand management activities undertaken:

The current WC/WDM measures implemented by Stellenbosch Municipality are mostly through their Operation and Maintenance Budgets. Water restrictions were implemented over the last number of financial years, due to the drought situation in the Western Cape. The main water demand management interventions implemented by Stellenbosch Municipality over the last number of years, include the following:

- Meter and record all bulk water supply for the various distribution systems and improve the billed metered consumption data (Financial Department) in order to carry out more detail IWA water balances for the various distribution systems.
- Customer Services and Complaints System is implemented by the Municipality for burst pipes, leaks, etc. Standby teams are available after hours and over weekends for immediate repairs of any burst pipes or leaks.
- Strict municipal services standards for the installation of new water reticulation networks for own and private developments.
- Implementation of pressure management, continuous operation and maintenance of various PRV zones.
- Implementation of a seven-block step water tariff structure that promotes the efficient use of water and discourage wastages. Water restrictions are also implemented when required.
- Regular updating of the Water Master Plans for the various water distribution systems.
- Implementation of a Water Pipeline Replacement Programme.

A contractor was also appointed to assist the municipality with various demand management activities during the last financial year. The scope of works comprises of the following key components:

- The inspection and repair of plumbing defects to selected existing residential properties including the repair of leaks associated with pipes, toilets, geysers, taps and other general plumbing components;
- Removal of existing water meters and installation of new programmable domestic (Smart) water meters;
- Replacement of faulty domestic and bulk water meters;
- Installation of new pressure reducing valves and electromagnetic flow meters in the municipal water network;
- Construction of valve and bulk water meter chambers; and
- Connecting pipework to the municipal water network.

The total expenditure over the period 2018/2019 to 2022/2023 for the implementation of these WC/WDM measures over the last five financial years was R16 591 435 (Vat Excluded). The following work was done during the last financial year.

- 15mm dia. Smart Meters installed: 355
- > 40mm dia. bulk water meters installed: 31
- Conventional 15mm dia. water meters installed: 0
- 15mm dia. straight connections: 221
- Straight connections replaced with WDM: 56
- Faulty WDM devices or defective valves replaced: 158
- Leaks repaired: 95
- Call outs: 1 329

A Water Conservation and Water Demand Management Strategy was drafted for Stellenbosch Municipality in February 2012, but is outdated and requires review and updating.

Progress made with the installation of water efficient devices:

355 Smart water meters were installed during 2022/2023 by the contractor appointed to conduct domestic leak repairs, water meter replacements and pressure management throughout the Municipal area.

C.6. Water Services Asset Management

Stellenbosch Municipality updated their current Asset Register after June 2023, in order to include the new assets constructed during the 2022/2023 financial year. The tables that follow give an overview of the current water and sewerage infrastructure included in Stellenbosch Municipality's Asset Register.

Water Infrastructure: The Opening Cost and Book Value of the water infrastructure of Stellenbosch Municipality is summarised in the table below (June 2023).

Table C.6.1: Opening Cost and Book Value of the water infrastructure

Asset Type	Opening Cost	Book Value	Book Value / Opening Cost
Borehole	R86 227 551	R67 203 696	77.94%
Water Mains	R221 233 040	R170 718 436	77.17%
Dams and Weirs	R16 166 313	R11 471 263	70.96%
Water Reticulation Pipeline	R1 299 518 994	R933 327 527	71.82%
Water Pump Station	R2 922 095	R784 797	26.86%
Reservoirs & Tanks	R153 098 363	R135 871 773	88.75%
WTW	R107 222 398	R89 198 614	83.19%
Total	**R1 886 388 754**	**R1 408 576 106**	**74.67%**

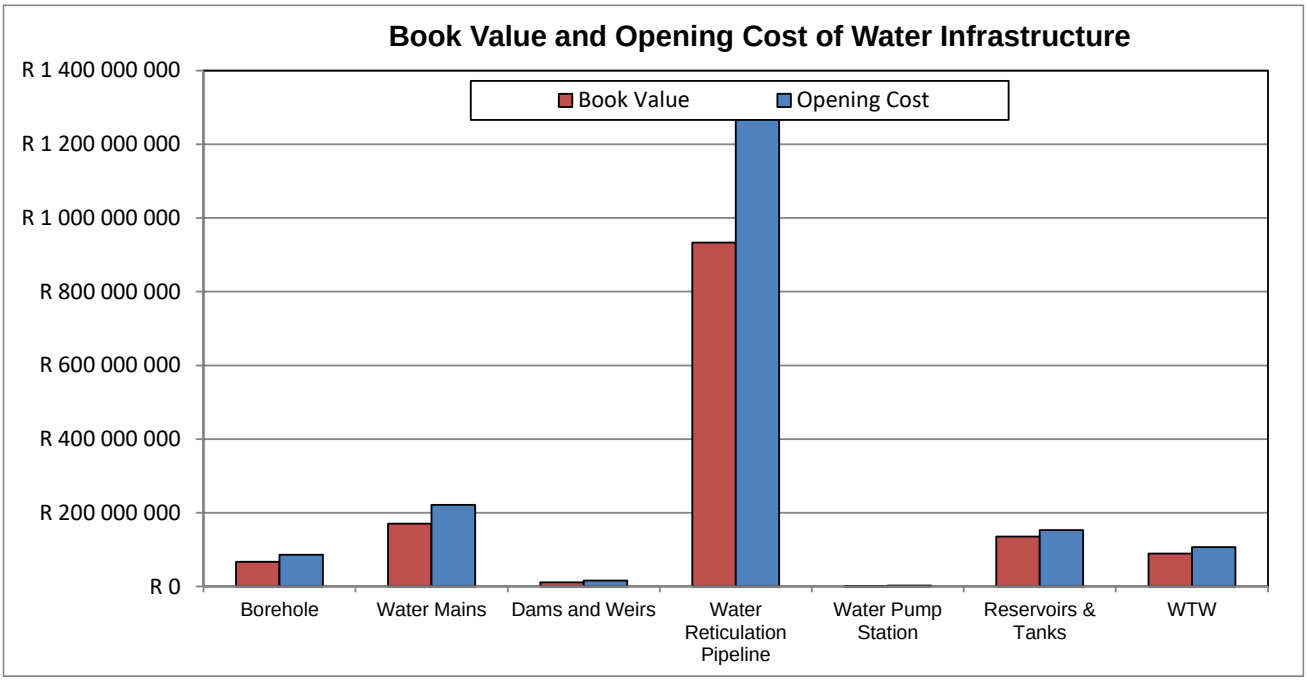


Figure C.6.1: Book Value and Opening Cost of the water infrastructure

The previous table indicates that 25.33% of the value of the water supply infrastructure has been consumed.

The following table gives an overview of the remaining useful life by facility type for the water infrastructure (CRC):

Table C.6.2: Overview of the remaining useful life by facility type for the water infrastructure (Opening Cost)					
Asset Type	**0 – 5 yrs**	**6 – 10 yrs**	**11 – 15 yrs**	**16 – 20 yrs**	**> 20 yrs**
Borehole	R556 432	R639 117	R84 911 509	R120 493	R0
Water Mains	R19 187 159	R26 557 196	R12 987 311	R23 909 771	R138 591 603
Dams and Weirs	R14 687 500	R1 478 813	R0	R0	R0
Water Reticulation Pipeline	R89 089 572	R39 805 211	R81 277 569	R16 101 851	R1 073 244 791
Water Pump Station	R16 667	R2 870 861	R0	R34 567	R0
Reservoirs & Tanks	R51 828 821	R42 324 416	R13 623 339	R11 036 493	R34 285 294
WTW	R32 242 778	R0	R36 973 899	R258 776	R37 746 945
Total	**R207 608 929**	**R113 675 614**	**R229 773 627**	**R51 461 951**	**R1 283 868 633**

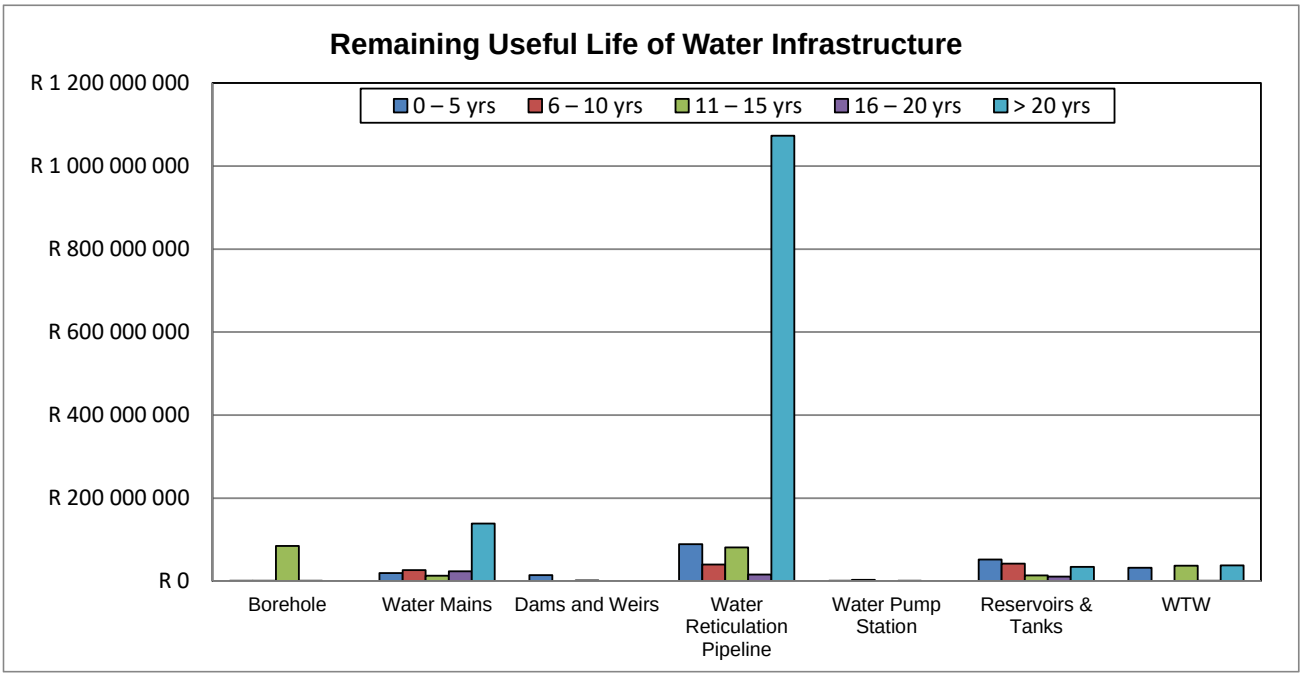


Figure C.6.2: RUL of the water infrastructure

The following table gives an overview of the age distribution by facility type for the water infrastructure (CRC):

Table C.6.3: Overview of the age distribution by facility type for the water infrastructure (Opening Cost)					
Asset Type	**0 – 5 yrs**	**6 – 10 yrs**	**11 – 15 yrs**	**16 – 20 yrs**	**> 20 yrs**
Borehole	R85 032 002	R919 225	R276 324	R0	R0
Water Mains	R65 947 968	R103 909 038	R51 376 034	R0	R0
Dams and Weirs	R0	R0	R16 166 313	R0	R0
Water Reticulation Pipeline	R204 706 198	R131 304 763	R963 480 381	R27 652	R0
Water Pump Station	R0	R0	R2 922 095	R0	R0
Reservoirs & Tanks	R27 531 550	R16 190 627	R109 376 186	R0	R0
WTW	R52 667 560	R54 554 838	R0	R0	R0
Total	**R435 885 278**	**R306 878 491**	**R1 143 597 333**	**R27 652**	**R0**

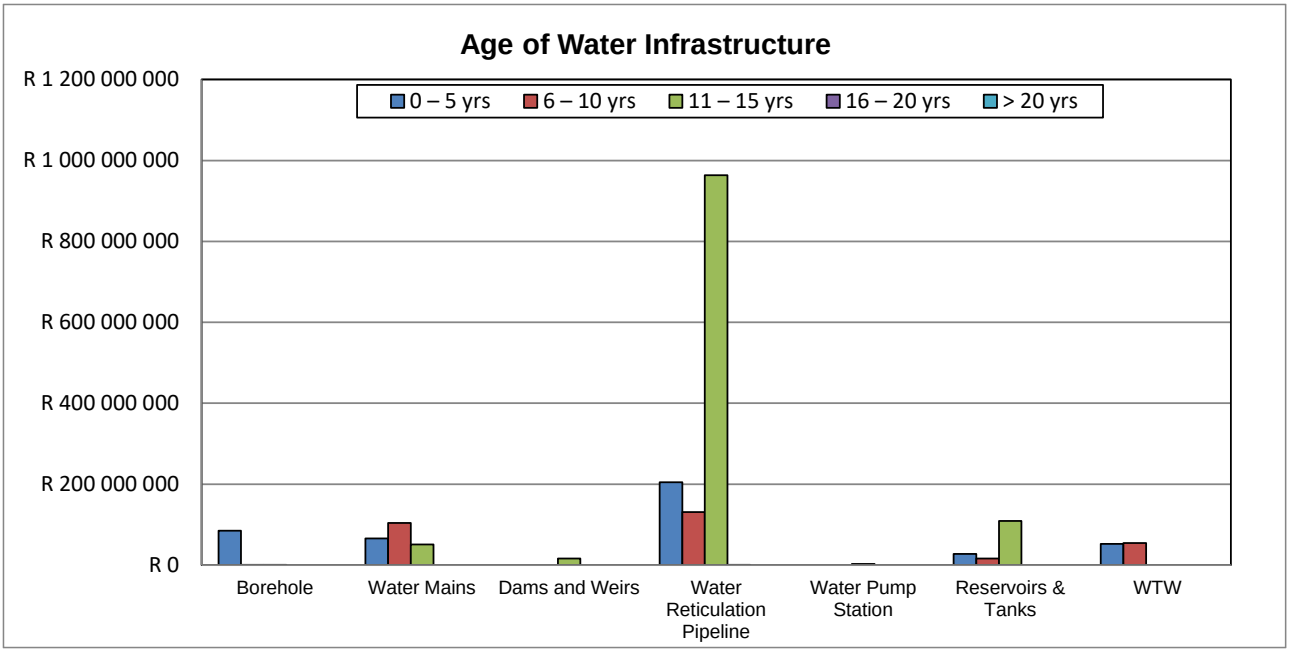


Figure C.6.3: Age distribution of the water infrastructure

Sewerage Infrastructure: The Opening Cost and Book Value of the sewerage infrastructure of Stellenbosch Municipality is summarised in the table below (June 2023).

Table C.6.4: Opening Cost and Book Value of all sewerage infrastructure

Asset Type	Opening Cost	Book Value	Book Value / Opening Cost
Outfall sewers	R356 008 567	R312 105 433	87.67%
WWTW	R154 304 021	R164 151 426	106.38%
Sewer Reticulation Pipeline	R760 214 426	R571 883 815	75.23%
Sewer Pump Station	R11 921 015	R2 060 041	17.28%
Toilet Facilities	R2 048 200	R1 965 765	95.98%
Totals	**R1 284 496 229**	**R1 052 166 480**	**81.91%**

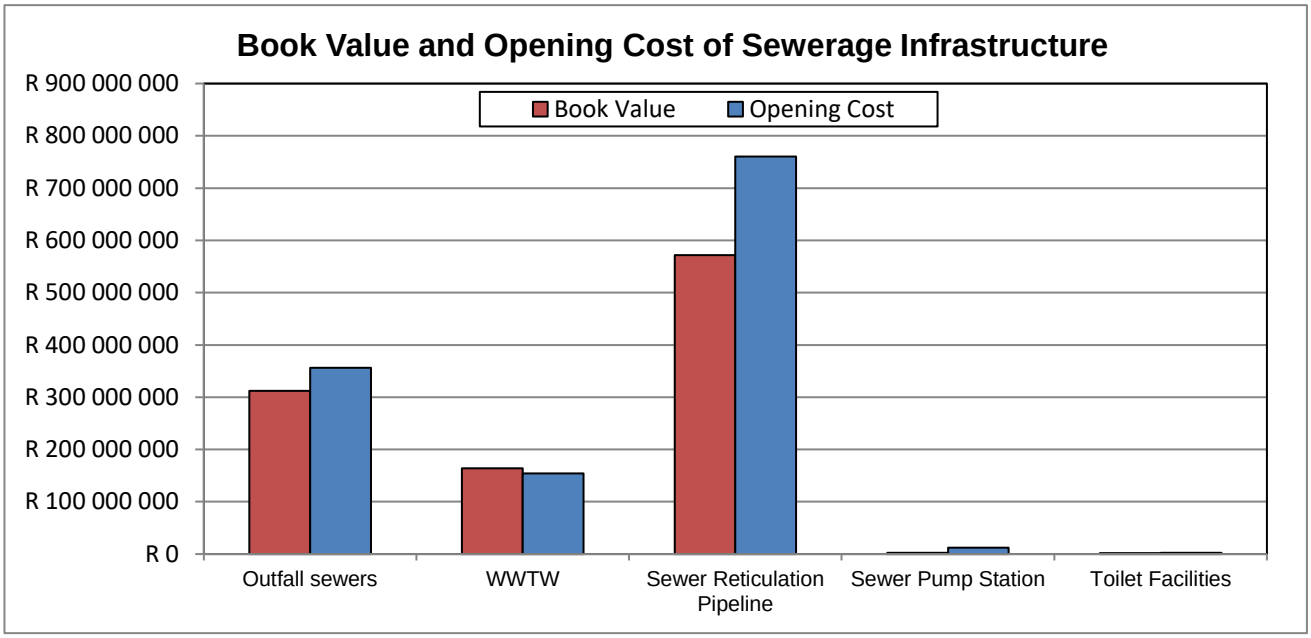


Figure C.6.4: Book Value and Opening Cost of the sewerage infrastructure

The previous table indicates that 18.09% of the value of the sewerage infrastructure has been consumed.

The following table gives an overview of the remaining useful life by facility type for the sewerage infrastructure (CRC):

Table C.6.5: Overview of the remaining useful life by facility type for the sewerage infrastructure (Opening Cost)					
Asset Type	**< 5 yrs**	**6 – 10 yrs**	**11 – 15 yrs**	**16 – 20 yrs**	**> 20 yrs**
Outfall sewers	R48 336 048	R0	R4 881 285	R11 338 045	R291 453 189
WWTW	R23 606 210	R13 309 128	R38 968 140	R7 867 237	R70 553 306
Sewer Reticulation Pipeline	R168 884 681	R249 353 152	R3 575 375	R77 434 300	R260 966 918
Sewer Pump Station	R11 275 172	R27 449	R268 338	R58 218	R291 838
Toilet Facilities	R0	R0	R0	R0	R2 048 200
Totals	**R252 102 111**	**R262 689 729**	**R47 693 138**	**R96 697 800**	**R625 313 451**

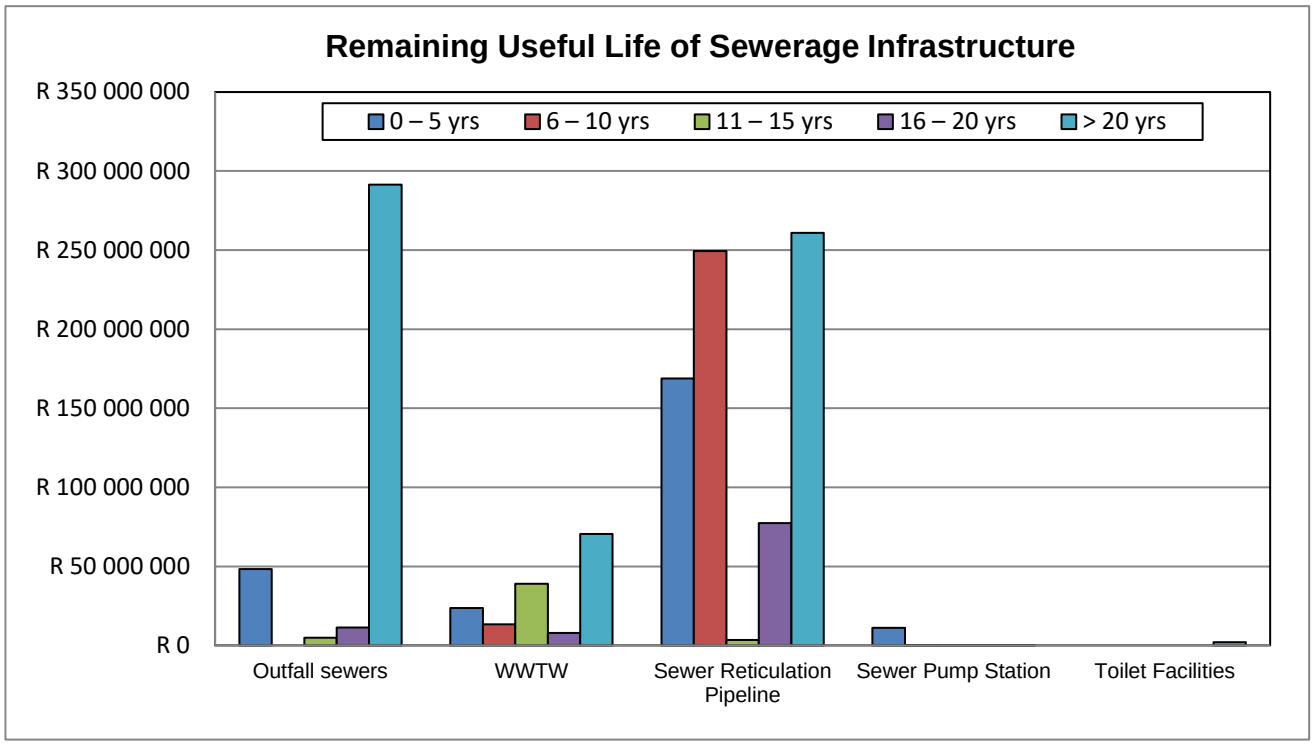


Figure C.6.5: RUL of the sewerage infrastructure

The following table gives an overview of the age distribution by facility type for the sewerage infrastructure (CRC):

Table C.6.6: Overview of the age distribution by facility type for the sewerage infrastructure (Opening Cost)					
Asset Type	**< 5 yrs**	**6 – 10 yrs**	**11 – 15 yrs**	**16 – 20 yrs**	**> 20 yrs**
Outfall sewers	R206 592 981	R0	R149 415 586	R0	R0
WWTW	R64 939 480	R42 380 634	R46 983 907	R0	R0
Sewer Reticulation Pipeline	R564 361 649	R59 985 489	R135 867 288	R0	R0
Sewer Pump Station	R268 338	R0	R11 652 677	R0	R0
Toilet Facilities	R2 048 200	R0	R0	R0	R0
Totals	**R838 210 648**	**R102 366 123**	**R343 919 458**	**R0**	**R0**

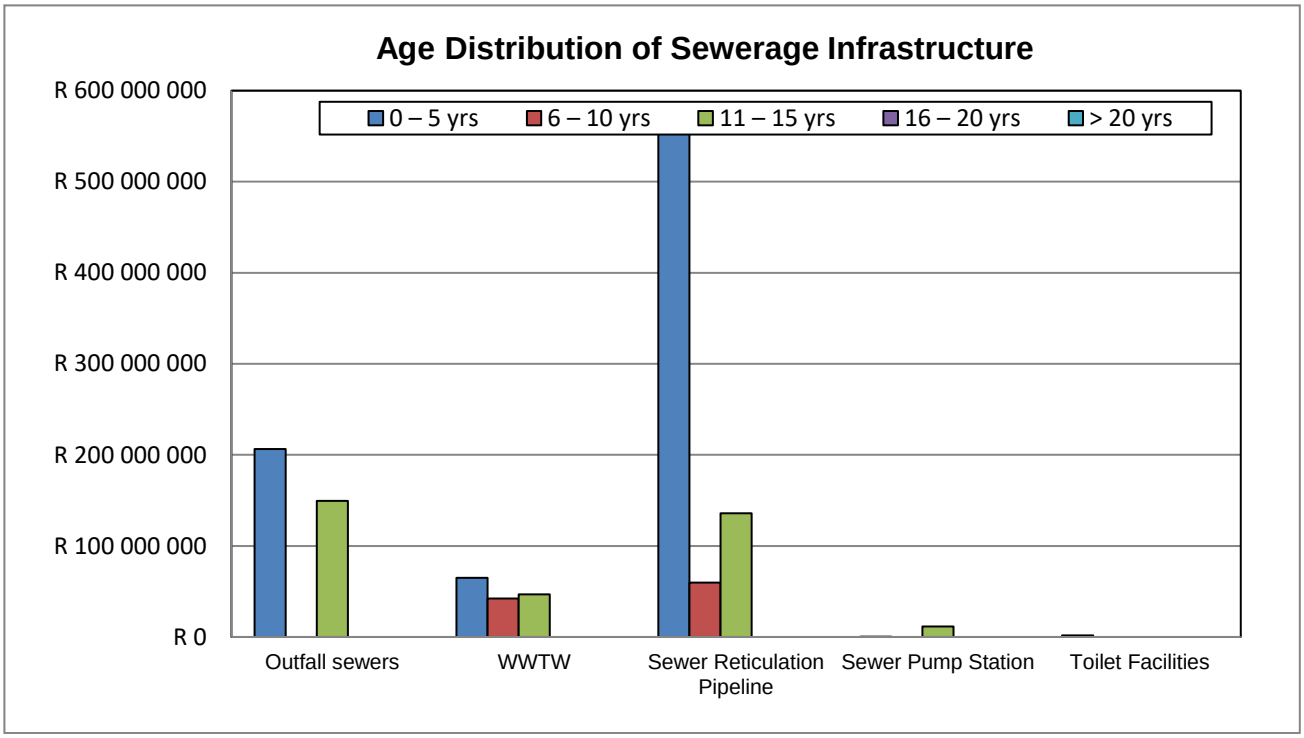


Figure C.6.6: Age distribution of sewerage infrastructure

The CRC of the water and sewerage infrastructure that will need to be replaced over the next five years (RUL < 5 yrs) is R459.711 million. The asset renewal needs for the **water infrastructure assets** over the next 10 years is R32.128 million per year. The reinvestment required is R207.609 million in the first 5 years and R113.676 million in the second 5-year period. The asset renewal needs for the **sewerage infrastructure assets** over the next 10 years is R51.479 million per year. The reinvestment required is R252.102 million in the first 5 years and R262.690 million in the second 5-year period.

Most of the maintenance work currently carried out on the water and sewerage infrastructure are re-active and it is critical for the Municipality to increase their maintenance budget for water and sewerage infrastructure in order to ensure that the required preventative maintenance work is also carried out. The Asset Management Plan needs to indicate the risks associated with the inadequate refurbishment and maintenance of the various water and sewerage infrastructure.

C.7. Water Services Operation and Maintenance

Stellenbosch Municipality practices the following planned and unplanned preventative and corrective maintenance, as summarised in the table below.

Table C.7.1: Types of planned and unplanned preventative and corrective maintenance implemented by Stellenbosch Municipality	
Design-out Maintenance: Design-out Maintenance originates on the drawing board and is aimed at improving the operation, reliability or capacity of equipment. The engineer follows a life cycle approach to infrastructure development.	
Preventative Maintenance: Preventative maintenance is based on planning. For example, breakdowns at a plant can be reduced to a minimum if it is planned that all wearing parts are to be replaced before they fail.	Systematic (Periodic Maintenance): Systematic maintenance is periodic maintenance where the servicing of equipment takes place at regular intervals, either in accordance with a time schedule or on the basis of predetermined units of use, to eliminate possible causes of failure before a breakdown occurs. Systematic maintenance requires a servicing schedule, which is based on the manufacturer's guidelines for equipment. Condition-based (Predictive) Maintenance: Condition-based maintenance is predictive maintenance based on regularly inspecting equipment and infrastructure in order to assess the state of wear and tear. Any failures that are observed, complemented by the findings of the programmed inspections and checks, are then dealt with through corrective action, so as to avoid breakdowns or the deterioration of a

Table C.7.1: Types of planned and unplanned preventative and corrective maintenance implemented by Stellenbosch Municipality	
	condition that could pose a safety hazard.
Corrective or Breakdown Maintenance: It is important to work methodically to keep repair time as short as possible. Good work preparation, use of correct (and well maintained) tools and equipment, and gathering and processing of all data relevant to the repairs helps to avoid downtime, eliminate mistakes and improve operational conditions.	Planned (Scheduled Repairs) Unplanned repairs guided by Troubleshooting: Troubleshooting is used when poor condition causes either total or partial stoppages, or when operations take place under intolerable conditions.

Stellenbosch Municipality's operation and maintenance assessments and plans for their water and sewerage infrastructure are indicated in the table below.

Table C.7.2: Stellenbosch Municipality's Operation and Maintenance Assessments and Plans		
Element	**Assessment Criteria**	**Status Quo**
Resources		
Staff	Sufficient staff numbers. Competency level of staff at all levels. Level of service provided by staff. Empowerment and training (Adequately trained for position, Safety regulation and Commitment). Responsibility allocation (organisational structure) and acceptance thereof.	Below minimum requirement: Additional Process Controllers need to be appointed to comply with the legislative requirements with regard to the number and Class of Process Controllers per shift per WTW and WWTWs. Work Place Skills Programme is compiled annually to ensure adequate training of staff.
External Resources	Need for external resource providers. Competency level and value for money. Management and control over these providers.	Not Applicable: All Water Service Provider functions are currently done internally by Stellenbosch Municipality.
Spare Parts	Adequate materials provisioning. Store management (Sufficient stock kept, stock control and delivery time).	Adequate: Municipality ensures adequate spare parts are available in their stores for possible failures or breakdowns. Monitored by the Engineering Services Directorate.
Tools and Equipment	Adequate tools and equipment provided. Control and maintenance.	Adequate: Municipality ensures adequate tools and equipment are available. Monitored by the Engineering Services Directorate.
Budget	Adequate budget provided. Budget control. Identification and documentation of needs. Budget preparation and motivation.	Adequate: Required Financial Strategies, Policies and Systems are in place to ensure proper budget control.
Information		
Manuals	Existence of manuals (operation / maintenance or manufacturer). Record keeping / safekeeping and control. Utilisation of manuals by staff.	Adequate: O&M Manuals are in place for the bulk water and sewerage infrastructure. These Manuals are also used by the Process Controllers at the plants.
Asset Register	Existence of an asset register. Maintenance / updating of asset register. Accessibility of information. Control over assets. Stock taking.	Adequate: An up to date Asset Register is in place, which include all the water and sewerage infrastructure. Opening Cost, Book Values, RUL and Age of infrastructure are included in the Asset Register. Asset Register is updated annually.
As-built Information	Existence of as-built drawings. Existence of important reports e.g. design reports etc. Record keeping / safekeeping and control. Accessibility of information. Updating of records.	Adequate: As-built information is available for all water and sewerage infrastructure. The information is also included in the IMQS of the Municipality. The information is regularly updated when the Water and Sewer Master Plans are updated.
Tools and Equipment	Existence of information on tools and equipment. Record keeping / safekeeping and control. Accessibility of information.	Adequate: Managed by the Operational Personnel at the various Municipal stores, with the required control forms that are in place. Monitored by the Engineering Services Directorate.
Contingency and Safety Plans	Compliance to safety requirements. Safety equipment and maintenance thereof. Existence of safety plan where required. Existence of contingency plan where required.	Adequate: Water Safety Plans and W_2RAPs are in place for all the areas. WTW and WWTW Process Audits are done when required. Incident Management Protocols, as included in the Water Safety Plans and W_2RAPs, are followed by the personnel.
Activity Control and Management		
Procedures	Existence of procedures for all activities. Existence of policies – standardisation, quality, operational and maintenance, etc.	Adequate: Required Procedures and Policies are in place. Procedures and Policies are managed by the Engineering Services Directorate.

Table C.7.2: Stellenbosch Municipality's Operation and Maintenance Assessments and Plans		
Element	**Assessment Criteria**	**Status Quo**
	Correctness of procedures – if in place.	
Record Keeping	Existence of record keeping system. Process of data. Actions activated.	Adequate: Record keeping is sufficient, with most of the required information for the WSDP and Water Services Audit Report kept up to date. The record keeping of certain information is also linked to specific water and sanitation KPIs in the SDBIP. Municipality to implement recommended O&M Control Sheets for groundwater, surface water, bulk water and reticulation networks and fittings, WTWs, WWTWs, water and sewer PSs, reservoirs, remote monitoring and control systems and bulk and sewer drainage networks, which will be included in the updated WSDP.
Quality Controls	Quality management plan. Quality assurance. Quality control (Inspections, Control charts, trend analysis). Process adjustment and rework. Quality improvement.	Adequate: Required quality control mechanisms are in place to ensure high quality of materials and to ensure that all work carried out on the water and sewerage infrastructure is of a high quality. The Engineering Services Directorate monitors all work carried out by Consultants and Contractors.
Risk Management	Risk management planning. Risk identification. Risk probability and impact assessment. Risk response planning. Risk monitoring and control.	Adequate: Required Risk Management Protocols are in place, which is followed by the personnel. Potential risks/incidents and control measure to reduce or manage these risks were identified as part of the Water Safety Plan and W_2RAP processes.
Reporting	Production and activity reporting (Completeness, evaluation and action activation). Management reporting (Completeness and evaluation and action activation). Performance monitoring.	Adequate: The Senior Manager Water and Waste Water Services report on a monthly basis to Management and the Council on all the required water and sanitation information. A SDBIP is also in place, linked to specific water and sanitation KPIs, which allows for proper performance monitoring.

Pipe bursts and other serious damage to pipes immediately interrupts services to the affected area and is rapidly addressed by Stellenbosch Municipality. O&M is a continuous process for Stellenbosch Municipality involving various activities, with the ultimate purpose of delivering good quality services to all customers at all times and keeping the percentage of water lost through pipe bursts and other serious damage to pipes as low as possible. Stellenbosch Municipality's O&M Plan depends on a range of factors such as the age and condition of the water supply system, requirements of the Municipality and DWS as the regulating authority, the availability of staff, plant, equipment, spares, money and other resources.

Stellenbosch Municipality has standby teams available after hours and over weekends, besides the planned and scheduled O&M activities, in order to allow for unscheduled responses to service breakdowns due to mal-functioning equipment, vandalism, emergency situations, etc. This allows Stellenbosch Municipality to be able to quickly assess service breakdowns and re-allocate staff and resources to do unscheduled repairs, and then quickly return to the regular and scheduled O&M activities. The Municipality ensures that sufficient repair materials, consumables and back-up equipment are also readily available for any potential breakdowns.

A budget of approximately 2% of the total asset value per annum should be allocated towards the replacement of existing infrastructure, in terms of Best Practice. In the case of the operations and maintenance of the systems, a budget of approximately 1% to 2% of the value of the system is typically required to ensure that the systems remain in good condition.

The table below gives an overview of the Opening Cost and Book Value of the water and sewerage infrastructure included in Stellenbosch Municipality's Asset Register (June 2023). The recommended budgets for the replacement of the existing infrastructure and the operation and maintenance of the existing infrastructure, based on the Opening Cost, are also indicated.

Table C.7.3: Recommended budgets for the replacement and the operation and maintenance of the existing water and sewerage infrastructure.

Asset Type	Asset Register June 2023		Recommended Annual Replacement Budget (Best Practice)	Recommended Annual O&M Budget (Best Practice)	Depreciation and Amortisation: Actual Expenditure
	Opening Cost	Book Value	2.0%	1.5%	2022/2023
Borehole	R86 227 551	R67 203 696	To be calculated at 2% of the CRC, once the CRC is confirmed through the Master Planning and WSDP processes.	To be calculated at 1.5% of the CRC, once the CRC is confirmed through the Master Planning and WSDP processes.	R34 392 190
Water Mains	R221 233 040	R170 718 436			
Dams and Weirs	R16 166 313	R11 471 263			
Water Reticulation Pipeline	R1 299 518 994	R933 327 527			
Water Pump Station	R2 922 095	R784 797			
Reservoirs & Tanks	R153 098 363	R135 871 773			
WTW	R107 222 398	R89 198 614			
Sub Total Water	**R1 886 388 754**	**R1 408 576 106**	**TBC**	**TBC**	**R34 392 190**
Outfall sewers	R356 008 567	R312 105 433	To be calculated at 2% of the CRC, once the CRC is confirmed through the Master Planning and WSDP processes.	To be calculated at 1.5% of the CRC, once the CRC is confirmed through the Master Planning and WSDP processes.	R40 668 639
WWTW	R154 304 021	R164 151 426			
Sewer Reticulation Pipeline	R760 214 426	R571 883 815			
Sewer Pump Station	R11 921 015	R2 060 041			
Toilet Facilities	R2 048 200	R1 965 765			
Sub Total Sewerage	**R1 284 496 229**	**R1 052 166 480**	**TBC**	**TBC**	**R40 668 639**
Total Water and Sewerage	**R3 170 884 983**	**R2 460 742 586**	**TBC**	**TBC**	**R75 060 829**

Note: The CRC of the existing water and sewerage infrastructure will be calculated as part of the Master Plans and the WSDP. The CRC is more than the Opening Cost and the recommended annual replacement budget and O&M budget should be calculated against the CRC.

Most of the major replacement of old water and sewerage infrastructure in Stellenbosch Municipality is done through the Municipality's annual capital budget. The capital budget however also include new infrastructure. The table below gives an overview of the total historical water and sewerage capital expenditure for the last four financial years.

Table C.7.4: Historical water and sewerage capital expenditure

Infrastructure	22/23	21/22	20/21	19/20
Water	R73 907 194	R35 797 206	R34 443 807	R31 495 405
Sewerage	R40 100 720	R64 838 150	R108 613 064	R100 922 243
Total	**R114 007 914**	**R100 635 355**	**R143 056 871**	**R132 417 648**

A **pipe replacement study** was performed for Stellenbosch Municipality's entire water distribution system (June 2019). The project entailed the verification of system data, establishment of a computer model for the pipe replacement network, performing an analysis and reporting. The pipe replacement potential was determined for each of the pipelines in the water distribution systems by assessing the likelihood of failure (LF) and the consequence of failure (CF). The independent factors and their weight factors used are summarised in the tables below.

Table C.7.5: The independent factors and the weight factors used to determine the water pipe replacement potential

Likelihood of Failure Property	Weight	Weight (%)	Consequence of Failure Property	Weight	Weight (%)
Nominal diameter (mm)	5.4	16.0%	High cost to consumer due to high water pressure (m)	2.2	8.0%
Reserve water pressure ratio	2.6	8.0%	High cost to consumer due to flow (l/s)	2.2	8.0%
Catalogue remaining useful life (yr)	4.6	14.0%	High repair cost *	3.5	12.0%
Master Plan Item *	0.0	0.0%	Flooding due to geography *	7.3	26.0%

Table C.7.5: The independent factors and the weight factors used to determine the water pipe replacement potential					
Likelihood of Failure Property	**Weight**	**Weight (%)**	**Consequence of Failure Property**	**Weight**	**Weight (%)**
Assessed condition	5.0	15.0%	Strategic location	6.0	21.0%
Failure frequency (breaks/km/yr)	8.9	26.0%	Network redundancy (l/s)	7.3	26.0%
Leakage volume (l/min/km) *	0.0	0.0%	Pavement management system *	0.0	0.0%
Undesired material	7.1	21.0%			
Geology *	0.0	0.0%			
		100.0%			100.0%

Note: * Data not available for or relevant to Stellenbosch Municipality

The total pipe replacement potential was calculated for each pipeline as an index

PRP = LF x CF (In the range of 1 to 25)

The replacement values for the top 100 pipes to be replaced in Stellenbosch and Franschhoek is R6 717 370 (14.615km). The location of pipe failures should be recorded with accurate GPS coordinates. It is recommended that pipe replacement in Stellenbosch is performed in accordance with the PRP values. Pipes with the highest PRP values should be considered to be replaced first. The table below gives an overview of these pipes.

Table C.7.6: Top hundred water pipes in Stellenbosch and Franschhoek water distribution system to be replaced based on PRP							
Rank	**System**	**Length (m)**	**Replacement Cost**	**Rank**	**System**	**Length (m)**	**Replacement Cost**
1	Uniepark 1	50	R20 200	51	Central	145	R58 580
2	Uniepark 1	55	R22 220	52	Central	105	R42 420
3	Papegaaiberg	50	R27 900	53	Central	80	R32 320
4	Cloetesville reservoir	100	R40 400	54	Uniepark 1	115	R46 460
5	Cloetesville reservoir	55	R22 220	55	Cloetesville reservoir	145	R58 580
6	Central	155	R62 620	56	Papegaaiberg	25	R10 100
7	Papegaaiberg	90	R36 360	57	Central	195	R78 780
8	Brandwacht PRV	150	R60 600	58	Central	80	R32 320
9	Central	30	R12 120	59	Welgelegen	160	R64 640
10	Central	110	R44 440	60	Uniepark 1	190	R76 760
11	Papegaaiberg	105	R58 590	61	Cloetesville reservoir	170	R68 680
12	Central	10	R5 580	62	La Coline PRV	145	R58 580
13	Cloetesville reservoir	90	R36 360	63	La Coline PRV	175	R70 700
14	Cloetesville reservoir	55	R22 220	64	Central	285	R115 140
15	Kayamandi PRV 4	85	R34 340	65	Central	140	R56 560
16	Jamestown	175	R70 700	66	Cloetesville reservoir	120	R66 960
17	Jamestown	95	R38 380	67	Papegaaiberg	275	R153 450
18	Kayamandi PRV 4	130	R52 520	68	Papegaaiberg	175	R97 650
19	Kayamandi PRV 3	160	R64 640	69	Idas Valley	295	R119 180
20	Jamestown	175	R70 700	70	Central	155	R62 620
21	Cloetesville reservoir	65	R26 260	71	Central	50	R20 200
22	Cloetesville reservoir	125	R50 500	72	Central	125	R50 500
23	Cloetesville reservoir	85	R34 340	73	Central	85	R34 340
24	Central	275	R196 900	74	Cloetesville reservoir	250	R139 500
25	Uniepark 1	80	R44 640	75	Papegaaiberg	480	R193 920
26	Cloetesville Tower	140	R56 560	76	Papegaaiberg	105	R58 590
27	Kayamandi PRV 4	15	R6 060	77	Welgelegen	120	R66 960
28	Kayamandi PRV 3	30	R12 120	78	Papegaaiberg	100	R55 800
29	Papegaaiberg	195	R78 780	79	Kleinvallei PRV 2	175	R70 700
30	Kleinvallei PRV 2	85	R34 340	80	Cloetesville reservoir	150	R146 550

Table C.7.6: Top hundred water pipes in Stellenbosch and Franschhoek water distribution system to be replaced based on PRP							
31	Welgelegen PRV	135	R54 540	81	Cloetesville reservoir	160	R156 320
32	Central	215	R86 860	82	Central	60	R24 240
33	Central	55	R22 220	83	La Coline PRV	35	R19 530
34	Cloetesville Tower	165	R66 660	84	Central	160	R64 640
35	Papegaaiberg	180	R72 720	85	Kleinvallei PRV 2	215	R86 860
36	Central	140	R56 560	86	Papegaaiberg	150	R60 600
37	Uniepark 1	125	R50 500	87	Welgelegen PRV	160	R64 640
38	Uniepark 1	155	R62 620	88	Cloetesville reservoir	210	R117 180
39	Brandwacht PRV	155	R62 620	89	Jamestown	220	R88 880
40	Central	65	R36 270	90	Uniepark 1	380	R153 520
41	Kayamandi PRV 1	205	R82 820	91	Papegaaiberg	165	R66 660
42	Papegaaiberg	215	R86 860	92	Papegaaiberg	125	R69 750
43	Cloetesville Tower	95	R38 380	93	Kleinvallei PRV 1	380	R212 040
44	Kayamandi PRV 3	55	R22 220	94	Welgelegen PRV	175	R70 700
45	Kayamandi PRV 3	140	R56 560	95	Kleinvallei PRV 2	280	R113 120
46	Central	150	R83 700	96	Central	245	R98 980
47	Uniepark 1	240	R133 920	97	Cloetesville reservoir	200	R111 600
48	Welgelegen	190	R106 020	98	La Coline PRV	155	R86 490
49	La Coline PRV	100	R55 800	99	Franschhoek - Wemmershoek Res	70	R28 280
50	Brandwacht PRV	125	R50 500	100	Uniepark 1	330	R184 140
Total (First 50 Pipes)		**5 925**	**R2 631 660**	**Total (Second 50 Pipes)**		**8 690**	**R4 085 710**

The graph below gives an overview of the of the maintenance and rehabilitation work that was done on the water networks in Stellenbosch Municipality's Management Area for the 2019/2020 to 2021/2022 financial years. The complaints system changed during 2022/2023 and the information is not available in the same format.

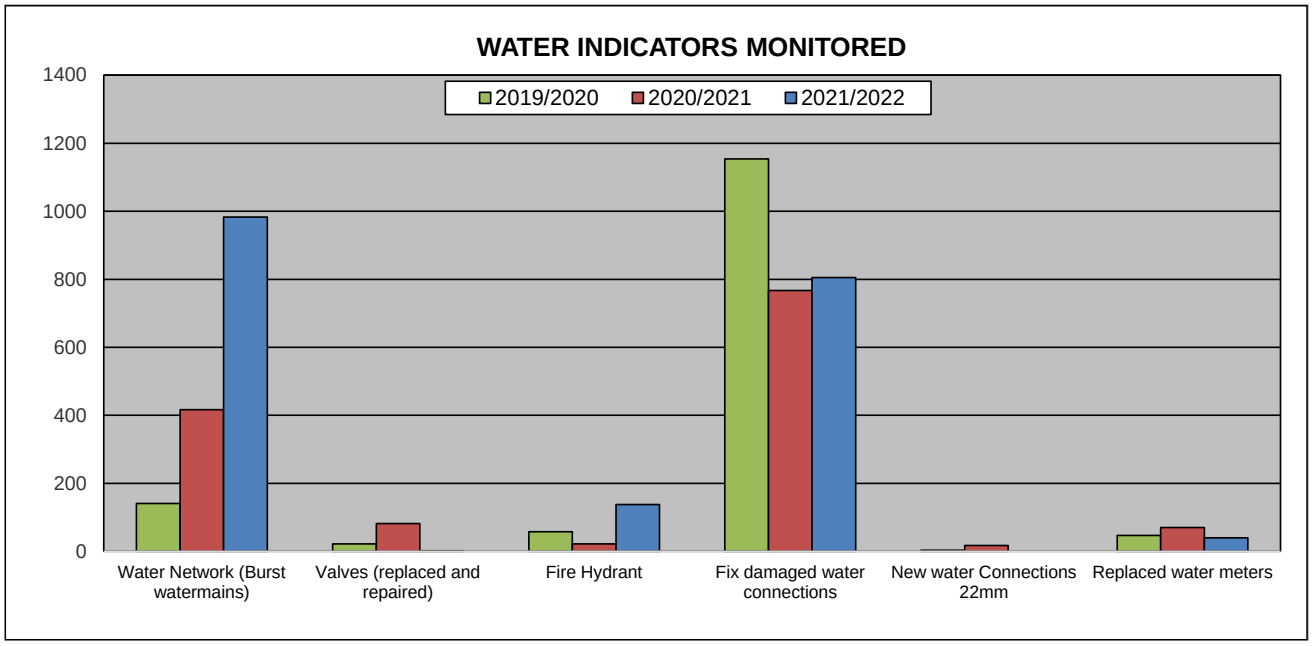


Figure C 7.1: Water maintenance work carried out for the 2019/2020 to 2021/2022 financial years

The graph below give an overview of the of the maintenance and rehabilitation work that was done on the sewer networks in Stellenbosch Municipality's Management Area for the 2019/2020 to 2021/2022 financial years. The complaints system changed during 2022/2023 and the information is not available in the same format.

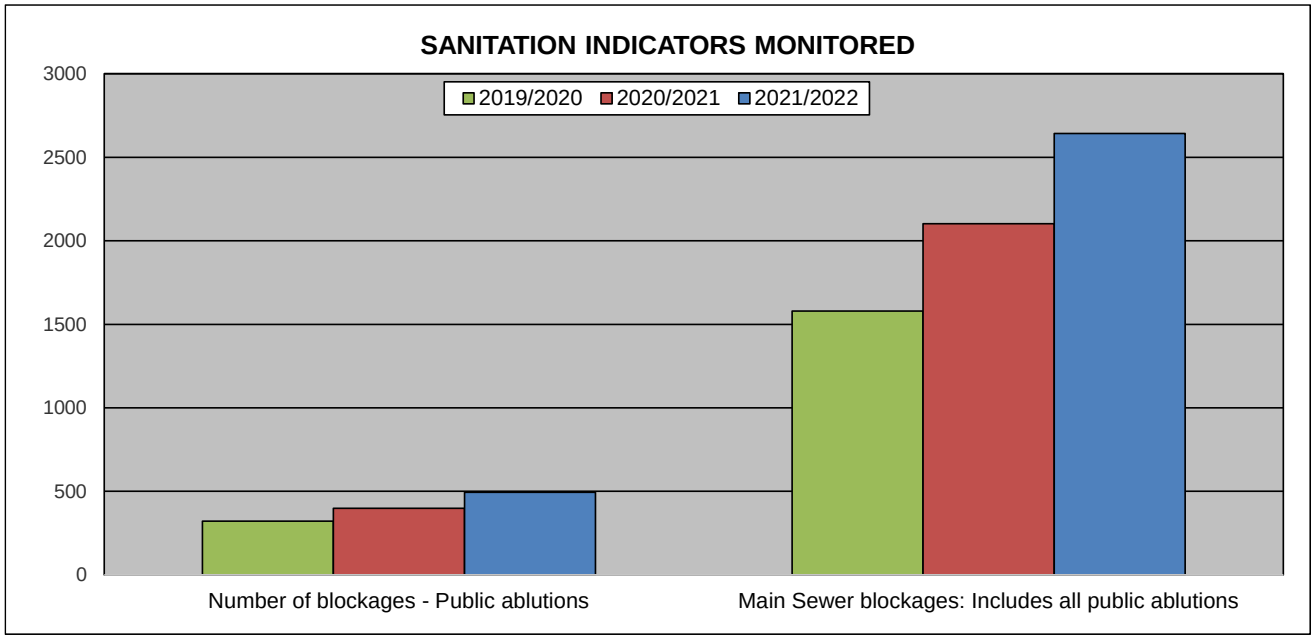


Figure C 7.2: Unblocked sewerage for the 2019/2020 to 2021/2022 financial years.

C.8. Water Resources

The Western Cape experienced a severe drought over the period 2015 to 2017, with some relief during the 2018 to 2021 winter months. The drought over the period 2015 to 2017 reduced the assurance of supply from the WCWSS to Stellenbosch Municipality and also reduced the yield of the Municipality's own existing surface water resources. The Municipality therefore continued with the implementation of specific WC/WDM measures to lower the current water requirements and the planning for the augmentation of the existing water resources.

Future water requirement projection models were developed for each of the towns within Stellenbosch Municipality's Management Area, which are included in Annexure C. IWA Water Balance models with graphs of the total water requirements (system input volumes and billed metered consumption), peak month factors, annual NRW and water losses per town are also included in Annexure A.

The future water requirement projection models include the future projections up to 2047 and were calibrated by using the historical IWA Water Balance data. The percentage of water losses was determined for each of the distribution systems and growth in future water requirement was based on agreed population and growth figures.

Table C.8.1: Projected future water requirements of towns (WSDP)

Distribution System	Projection	PROJECTED FUTURE WATER REQUIREMENTS (Ml/a)				
		2027	2032	2037	2042	2047
Stellenbosch	3.0% Annual Growth	9 695.195	11 239.389	13 029.532	15 104.799	17 510.601
	5.0% Annual Growth	10 673.748	13 622.708	17 386.410	22 189.955	28 320.631
	WSDP Model	9 739.749	11 238.861	13 038.709	15 204.467	17 816.282
	Allocation surplus (+) / shortfall (-)	**+4 725.467**	**+3 226.355**	**+1 426.507**	**-739.251**	**-3 351.066**
Franschhoek	3.0% Annual Growth	1 554.103	1 801.631	2 088.585	2 421.242	2 806.883
	5.0% Annual Growth	1 710.961	2 183.668	2 786.976	3 556.966	4 539.690
	WSDP Model	1 527.839	1 750.656	2 023.916	2 358.504	2 767.983
	Allocation surplus (+) / shortfall (-)	**+593.514**	**+370.697**	**+97.437**	**-237.151**	**-646.630**
Dwars River	3.0% Annual Growth	877.466	1 017.224	1 179.241	1 367.064	1 584.801

Table C.8.1: Projected future water requirements of towns (WSDP)						
Distribution System	Projection	PROJECTED FUTURE WATER REQUIREMENTS (Ml/a)				
		2027	2032	2037	2042	2047
	5.0% Annual Growth	966.030	1 232.927	1 573.562	2 008.308	2 563.166
	WSDP Model	**747.713**	**785.183**	**829.635**	**881.528**	**941.476**
	Allocation surplus (+) / shortfall (-)	**+212.719**	**+175.249**	**+130.797**	**+78.904**	**+18.956**
Klapmuts	3.0% Annual Growth	636.128	737.447	854.903	991.067	1 148.919
	5.0% Annual Growth	700.334	893.823	1 140.770	1 455.944	1 858.195
	WSDP Model	661.865	814.824	1 011.214	1 263.989	1 590.063
	Allocation surplus (+) / shortfall (-)	**-50.205**	**-203.164**	**-399.554**	**-652.329**	**-978.403**

Note: It is not known whether the Service Level Agreement between the CCT and Stellenbosch Municipality with regard to potable water supply to Franschhoek, Dwars River, Klapmuts and the Stellenbosch Rural Schemes allow for specific volumes for these areas. The "**Allocation surplus (+) / shortfall (-)**" for these areas in the table above were calculated against the maximum historical supply volumes to these areas from the CCT over the last seventeen financial years.

The table below gives an overview of the years in which the annual water requirements are likely to exceed the total allocations from the various resources.

Table C.8.2: Years in which the annual water demand is likely to exceed the total allocation or licence volumes for the various resources				
Distribution System	Total Allocation / Licence (Ml/a)	Annual Growth on 2022/2023 Demand (% growth)	Annual Growth on 2022/2023 Demand (% growth)	WSDP Projection Model
Stellenbosch	14 465.216	2040 (3.0%)	2033 (5.0%)	2040
Franschhoek	2 121.353	2037 (3.0%)	2031 (5.0%)	2038
Dwars River	960.432	2029 (3.0%)	2026 (5.0%)	2047
Klapmuts	611.660	2024 (3.0%)	2024 (5.0%)	2024

A Bulk Water Resources: Drought Intervention Projects Study was completed in June 2019 for Stellenbosch Municipality. The Study included the following recommended future resources for Stellenbosch Municipality.

- Groundwater;
- Wastewater reclamation;
- Increase existing allocations from the CCT (This can only be done after the CCT has increased the reliability of their existing water resources);
- Increase existing allocation from the DWS (from the Theewaterskloof tunnel); and
- Rainwater harvesting.

Groundwater: The potential future supply from groundwater resources for Stellenbosch Municipality was calculated at 10.042 Ml/d. The future groundwater contributions for each of the water distribution systems were indicated as follows.

- Stellenbosch system: 4.378 Ml/d
- Dwars River system: 1.001 Ml/d
- Franschhoek system: 2.887 Ml/d
- Klapmuts system: 1.296 Ml/d
- Meerlust system: 0.065 Ml/d
- Koelenhof system: 0.415 Ml/d

Wastewater reclamation: It was recommended that the feasibility of reclamation of wastewater as a future bulk water resource be investigated at the Klapmuts, Dwars River, Wemmershoek and the Stellenbosch WWTWs.

CCT Allocation (Short Term): The current allocation of bulk water to Stellenbosch Municipality was indicated at 6 848 Ml/a. It was recommended that the allocation should be increased in the future to supply the future water demand to Stellenbosch Municipality as calculated in the water master plan (after the groundwater and wastewater reclamation projects for Stellenbosch Municipality were implemented).

- Stellenbosch main system: In the Water Master Plan it was proposed that bulk water supply to Stellenbosch town is augmented in the future through a new bulk supply system from the CCT Blackheath WTW to the existing Papegaaiberg reservoir in the Stellenbosch system. This will give Stellenbosch town more redundancy in their bulk supply system and the Stellenbosch system will be able to be supplied with bulk water from three separate sources, i.e. the Idas Valley WTW, the Paradyskloof WTW and the CCT Blackheath WTW. This bulk system will also reinforce the Polkadraai system and enable the Stellenbosch Municipality to develop the Vlottenburg node.

  The Water Master Plan proposed that this new bulk system should have the capacity to supply a peak demand of 5.0 Ml/d of water to the Stellenbosch system. The required annual allocation from the CCT to the Stellenbosch system was calculated at 1 140 Ml/a.

- Other urban and rural systems: The minimum required increase in allocation from the CCT to the other urban and rural systems (Dwars River system, Franschhoek system, Klapmuts system and rural supply areas in Stellenbosch Municipality) was calculated at an additional 502 Ml/a.

Paradyskloof Tunnel Allocation (Short Term): The minimum required increase in allocation from the DWS to the Stellenbosch system, in order to supply the future water demand, was calculated at an additional 627 Ml/a.

Proposed increase in allocation from the CCT and the WCWSS (Long Term): Over the long term it could be more cost effective for Stellenbosch Municipality to utilize the groundwater and the reclamation of wastewater resources during drought periods when surface water is under stress, and utilize the available surface water from the WCWSS on a more permanent basis (especially during times of high rainfall when there is excess water available from surface water resources).

It was therefore proposed that the allocations from the CCT and the WCWSS are increased to allow for a scenario where the available water from groundwater and wastewater reclamation are only utilize during periods when the surface water is under stress (drought conditions).

The proposed increases in the allocations from the CCT and the WCWSS were calculated as follows:

CCT Allocation:

Future demand	=	11 747 Ml/a (Excluding Stellenbosch town)
Minus existing CCT allocations	=	6 848 Ml/a
Minus existing Perdekloof resource	=	901 Ml/a
Minus Pniel surface water resources	=	78 Ml/a (Proposed future project)
Plus Blackheath allocation	=	1 140 Ml/a (Required for Stellenbosch town)
Total	**=**	**5 060 Ml/a**

WCWSS Allocation:

Future demand	=	15 706 Ml/a (For Stellenbosch town)
Minus Jonkershoek resource	=	7 224 Ml/a
Minus existing WCWSS allocation	=	3 000 Ml/a
Minus Blackheath CCT allocation	=	1 140 Ml/a (Proposed at CCT Blackheath WTW)
Total	**=**	**4 342 Ml/a**

It was proposed that the existing WCWSS allocation of 3 0000 Ml/a is increased in two phases (First phase of 2 000 Ml/a and second phase of 2 350 Ml/a) to a total allocation of 7 350 Ml/a.

The DWS is currently busy with the updating of the All Towns Reconciliation Strategies for the Western Cape, but updated Strategies are not yet available for Stellenbosch Municipality. The table below gives an overview of the recommended potential future water resources, as included in the May 2015 All Towns Reconciliation Strategies, for the towns in Stellenbosch Municipality.

Table C.8.3: Potential future water resources for the various towns (Summary of DWS's All Towns Reconciliation Strategies)

Distribution System	Recommended Summary Options
Stellenbosch	**There is not adequate supply for the current water sources to cater for future medium and longer-term water requirements. The following sources have been identified as potential sources to augment the current water supply:** • Full implementation of the WC/WDM measures to reduce non-revenue water and water losses. • Water re-use. • Reallocation of "lei"- water. • Allocation of water from the Berg River Dam. • A share in future schemes for the WCWSS. • Rainwater harvesting. • Groundwater development.
Franschhoek	**The current water sources have adequate water to cater for future water requirements in the medium and longer-term. The following sources have been identified as potential sources to augment the current water supply:** • Full implementation of the Water Conservation and Water Demand Management Strategy. • Re-use of water. • A further allocation from the Western Cape Water Supply System. • Groundwater development. • Rainwater harvesting.
Dwars River (Pniel, Kylemore & Groot-Drakenstein)	**The following sources are identified as potential sources to augment the water supply (In order of priority and implementation sequence):** • Full implementation of the Water Conservation and Water Demand Management Strategy. • Groundwater development. • Re-use water. • A further allocation from the Wemmershoek Dam (WCWSS). • A water allocation from the Berg River Dam (WCWSS). • Integration of the existing local sources into the bulk water supply. • A water allocation from the Tunnel System (WCWSS). • Rainwater harvesting.
Klapmuts	**Supply from the current water sources is not adequate to cater for the current water requirements and is currently hampering development in the town. The following sources have been identified as potential sources to augment the current water supply:** • Full implementation of the WC/WDM measures to reduce non-revenue water and water losses. • Groundwater development for the new anticipated developments. • Water re-use. • A further allocation from the Wemmershoek Dam.

C.9. Water Services Institutional Arrangements and Customer Services

The provision of potable water to by the CCT to Stellenbosch Municipality requires that a formal Water Service Provider contract (Service Level Agreement) be in place. Monitoring Committees also need to be in place with specific powers and functions around the provision of bulk water services to the various areas. The obligations of the Bulk Water Services Provider are to deliver the services to particular standards of supply and service and to report on the extent of its compliance with those standards.

Stellenbosch Municipality's previous WSDP was drafted in November 2018. The Municipality plans to update their WSDP for the new 2022-2027 WSDP Cycle according to DWS's new WSDP website requirements. The new requirements were rolled out to all the Local Municipalities in the Cape Winelands District on the 8th of November 2017.

Updated W_2RAPs are in place for all the WWTWs and sewer drainage networks (August 2021). Detail WWTW Process Audits were also compiled during June 2021. A Water Safety Plan was also previously drafted (February 2013), which requires updating.

Stellenbosch Municipality continues to undertake basic public awareness programmes, over and above the focussed Water Week and Sanitation Week initiatives. The education of users where sanitation facilities are upgraded to waterborne systems is on-going. This is primarily focussed at informing users of the appropriate use of and routine maintenance of such facilities.

A Workplace Skills Plan is compiled every year and the specific training needs of the personnel are determined annually. The table below gives an overview of the training provided during the 2022/2023 financial year for the Water and Waste Water Services personnel.

Table C.9.1: Training provided during the 2022/2023 financial year for Water and Waste Water Services

Course Name	Number of Employees that Attended
Advance Driving	7
Use and Maintain Small Plant and Equipment	30
SHE Representative	3
Nasional Certificate: Water and Wastewater Treatment Process Operations NQF 2	19
Nasional Certificate: Water and Wastewater Treatment Process Operations NQF 3	9
Digger Loader Driver Training	3
Advanced Supervision	2
Conflict Management	3
Basic, Intermediate and Advanced Computer Training	18
Advance & Intermediate (Economical) Driver Training	16
Driving EB	3
Chlorine Handling	42
Endress and Hauser Equipment Training	5
Environmental Management Inspector	2
Health and Safety Rep New/Refresher	13
Code C1 Driver Training	18
Mechanical Fitting and Turning (Trade Test)	1
NQF 2 Water and Wastewater Treatment	10
NQF 3 Water and Wastewater Treatment Learnership	4
NQF 4 Water and Wastewater Treatment Learnership	5
Total	**213**

The table below gives an overview of the number of water and sanitation services personnel and the vacancy rates for the last two financial years.

Table C.9.2: Number of employees in the Department: Water and Wastewater Services

Job Level	Number of Posts		Number of Employees		Number of Vacancies against Posts		Percentage Vacancy Rate	
	21/22	22/23	21/22	22/23	21/22	22/23	21/22	22/23
18 – 22	1	Information was not received from Human Resources Department	0	Information was not received from Human Resources Department	1	Information was not received from Human Resources Department	100%	Information was not received from Human Resources Department
14 – 17	4		3		1		25%	
9 – 13	37		35		2		5.4%	
4 – 8	59		55		4		6.7%	
3 – 0	115		111		4		3.4%	
Total	**213**		**204**		**12**		**5.6%**	

Municipal Strategic Self-Assessment (MuSSA): Overseen by the DWS the MuSSA conveys an overall business health of municipal water business and serves as a key source of information around municipal performance. The MuSSA also identifies key municipal vulnerabilities that are strategically important to DWS, the Department of Cooperative Government (DCoG), National Treasury, the planning Commission/Office of the Presidency, the South African Local Government Association (SALGA) and the municipalities themselves. The MuSSA team continues to engage (1) DWS directorates and their associated programmes (e.g. Water Services Development Plan, Water Services Regulation), and (2) other sector departments and their associated programmes (e.g. LGTAS, MISA) to minimize duplication and ensure alignment. Through the tracking of current and likely future performance, the key areas of vulnerability identified, allow municipalities

to effectively plan and direct appropriate resources that will also enable DWS and the sector to provide support that is more effective.

The Spider Diagram below effectively indicates the vulnerability levels of Stellenbosch Municipality across the eighteen key service areas, as identified through the Municipal Strategic Self-Assessment of Water Services process.

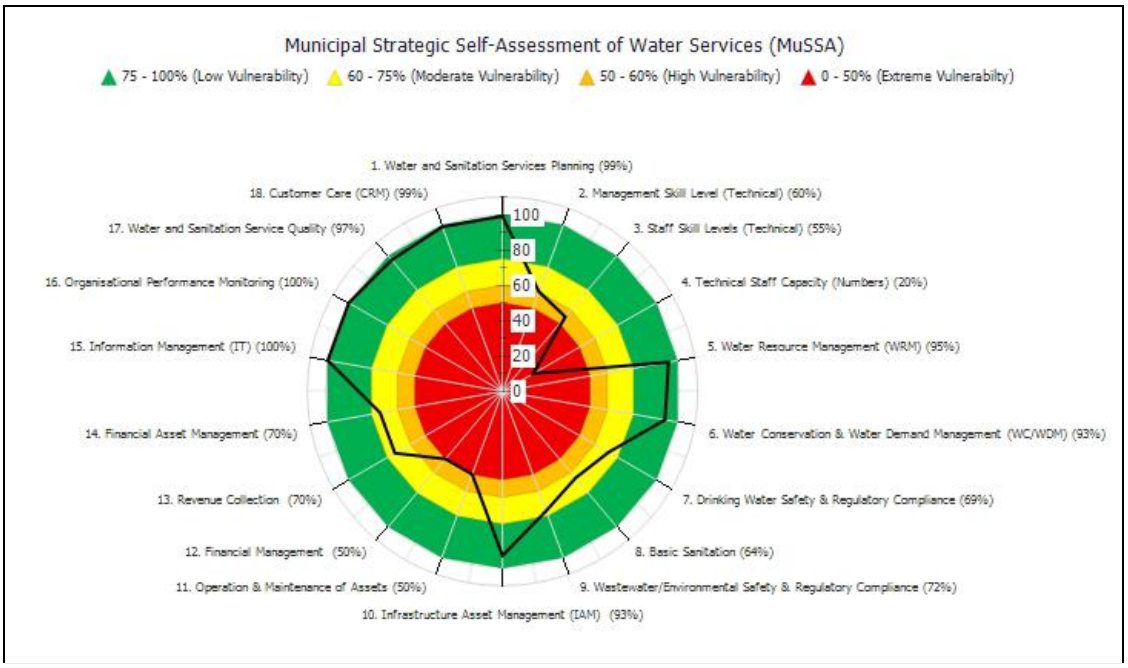


Figure C.9.1: Spider Diagram of the vulnerability levels of Stellenbosch Municipality for 2021

Stellenbosch Municipality's Vulnerability Index for 2021 was indicated as 0.47 "Moderate Vulnerability". The 2022 and 2023 MuSSA reports were not available for Stellenbosch Municipality. The areas of concern evident from the 2021 assessment are Operation and Maintenance of Assets (50.0%), Financial Management (50.0%), Staff Skill Levels (Technical) (55.0%) and Technical Staff Capacity (Numbers) (20.0%).

Table C.9.3: Municipal Strategic Self-Assessment (MuSSA) of Water Services for Stellenbosch Municipality

Section	Vulnerability
Water and Sanitation Service Quality • Critical business databases and documents (e.g. as-built drawings, records, manuals, agreements, billing/revenue collection, project and scheme management data, etc.) are current, maintained and stored in secure locations (on-site and off-site, both paper and electronic). • Customers have a functional, reliable and safe water supply system with sufficient quantity and flow, good quality and minimal interruptions. • All consumers served experience interruptions of less than 48 hours (at any given time) and a cumulative interruption time during the year of less than 15 days. • Households in your WSA experience water pressure problems (no flow/partial flow less than 10 litres / minute) (not to be confused with interruption to supply). • Customers have a functional, reliable, dignified and safe sanitation system with no blockages resulting in overflows that impact on the environment, including effective collection and treatment of faecal sludge.	**Low (97%)**
Customer Care • A functional customer service system manned by appropriate customer services representatives and using a complaints register, is in place to address complaints and appropriately inform customers of service interruptions, contamination of water, boil water alert, etc. • Regular municipal wide customer satisfaction surveys are conducted to determine customer satisfaction levels and inform the Customer Care Management Plan. • Please indicate what percentage of the reported water related complaints/callouts are acknowledged, including consumer response, within 24 hours. • Please indicate what percentage of the reported wastewater/sanitation related complaints/callouts are acknowledged, including consumer response, within 24 hours.	**Low (99%)**

Table C.9.3: Municipal Strategic Self-Assessment (MuSSA) of Water Services for Stellenbosch Municipality	
Section	**Vulnerability**
• A comprehensive customer awareness programme (informing customers of water and wastewater system O&M activities, water quality, resource protection / pollution, reporting incidents / security concerns, etc.) is in place and implemented.	
Water and Sanitation Services Planning • Your appropriate water and sanitation services planning (e.g. WSDP) and associated master planning processes include and are aligned with appropriate Water and Sewage Master Plans, Spatial Development Framework, Water Safety Plans and Wastewater Risk Abatement Plans (W_2RAPs) and are aligned to your IDP and associated SDBIP targets. • You are implementing an up-to-date and adopted municipal water and sanitation services plan (e.g. WSDP). • Your current project list addresses existing needs / shortcomings identified through the WSDP and associated master planning process. • Project progress is monitored, tracked and reported to municipal top management / council and the Regulator (through the annual water and sanitation services report). • Projects identified through your various planning processes have been implemented in the last 3 years.	**Low (99%)**
Water Resource Management (WRM) • The recommendations and actions from the Reconciliation Strategies (Large Systems / All Towns) have been incorporated into your WSDP, master planning and IDP processes. • The metered quantity of water available from the resources is sufficient for your future WSA needs (at the stipulated level of abstraction and assurance of supply and considering possible climate change impacts) (i.e. no shortage in 10 years). • The quantity of water available from the resources is sufficient for your future WSA needs (at the stipulated level of assurance of supply) (i.e. no shortage in 10 years). • The source water quality is currently acceptable for its purpose. • The trend indicates a deteriorating source water quality.	**Low (95%)**
WC/WDM • Your WSA has developed a council approved WC/WDM Strategy, which includes a standard water balance (e.g. modified IWA). • Please indicate your percentage Non-Revenue Water (NRW) as per the modified IWA water balance. • System input volumes (bulk) to the WSA are accurately monitored using calibrated bulk meters (e.g. check metering). • Please indicate what percentage of all connections are metered and billed (residential and non-residential (commercial, industrial, etc.)) on a monthly basis. • Your WSA is implementing appropriate intervention programmes to reduce NRW (e.g. minimisation of night flows through pressure management, removal of unlawful connections, leak detection and repairs, consumer education / awareness).	**Low (93%)**
Drinking Water Safety and Regulatory Compliance • Please indicate your microbiological drinking- water quality compliance for E.Coli (or faecal coliforms) for the communities you are monitoring for the last 12 months. • ALL your supply schemes, WTWs, process controllers, monitoring programmes, sample points, laboratories, results, procedures, protocols, etc. are managed with a suitable Water Safety Planning framework. • Council have been made aware of high risk / critical water safety plan related issues (including those identified via the Blue Drop Certification programme) that require budget and auctioning, and these issues have been actioned (where applicable). • Sufficient funds have been made available to address all these identified water safety related issues. • Required corrective actions/remedial measures to address all these identified water safety related issues have been successfully implemented.	**Moderate (69%)**
Basic Sanitation • You have formal housing areas that are not fully serviced with sanitation infrastructure. • You have informal housing or rural areas that are not fully serviced with sanitation infrastructure. • You have a detailed plan and programme to provide safe sanitation to all households (including health and hygiene education and user awareness including Water, Sanitation and Health (WASH) aspects). • Your sanitation budget is appropriate for required sanitation programmes (implementation and O&M). • You are servicing your basic sanitation facilities (e.g. pit latrines) as per safe sanitation requirements (healthy, environmentally safe, structurally sound, regularly maintained, following faecal sludge management best practices).	**Moderate (64%)**
Wastewater / Environmental Safety and Regulatory Compliance	**Moderate**

Table C.9.3: Municipal Strategic Self-Assessment (MuSSA) of Water Services for Stellenbosch Municipality	
Section	**Vulnerability**
• Please indicate your treated wastewater effluent compliance for COD for your (or your service provider's) WWTWs for the last 12 months. • ALL your WWTWs, process controllers, monitoring programmes, sample points, laboratories, results, procedures, protocols, etc. are managed with a suitable wastewater risk abatement framework. • Council have been made aware of all W_2RAP related issues (e.g. pollution incidents, Green Drop deficiencies) that require budget and auctioning, and these issues have been actioned (where applicable). • Sufficient funds have been made available to address all identified wastewater and environmental safety related issues. • Required corrective actions/remedial measures to address all identified wastewater and environmental safety related issues have been successfully implemented.	**(72%)**
Infrastructure Asset Management • You have an appropriate and up-to-date water and sanitation services technical Asset Register (includes asset name, location, condition, extent, remaining useful life, performance and risk). NOTE: This does only not refer to GRAP17 asset register requirements. • You have developed an appropriate Infrastructure Asset Management (IAM) Plan for your WSA. • You are implementing the IAM outcomes. • Budget allocated to implement IAM outcomes is sufficient and is being effectively spent. • You conduct annual technical assessments of your water and wastewater related systems (including sources, WTWs, WWTWs, pump stations, network, etc.) and implement required follow-up actions.	**Low (93%)**
Operation and Maintenance of Assets • Appropriate maintenance facility(ies) that is (are) secure and stocked with essential equipment (e.g. spare parts), plant and tools is (are) available. • Appropriate water and sanitation services infrastructure / equipment planned / preventative maintenance schedules are developed. • Appropriate planned / preventative maintenance is performed at all WTWs and associated reservoirs, pump stations and distribution networks. • Appropriate planned / preventative maintenance is performed at all WWTWs and associated collection systems and pump stations. • Please indicate your infrastructure repairs and maintenance costs as a function of total operating expenditure (%).	**High (50%)**
Information Management • You have a developed, approved and implemented IT Master Systems Plan (e.g. covering 3-5 years) that addresses your IT business requirements. • You have a developed, approved and implemented ICT Technology Master Plan that addresses your current and future IT infrastructure requirements. • You have IT systems that support your full range of water and sanitation services business requirements (e.g. billing, GIS, customer care, O&M, asset management). • ICT service continuity – Adequate IT security exists with off-site back-ups / archiving of operation critical applications, databases, data, etc. routinely performed in terms of an IT disaster Recovery Plan. • You have sufficient budget and staff to keep key IT systems table and up-to-date as per IT policies and procedures.	**Low (100%)**
Organisational Performance Monitoring • Appropriate plans, policies and procedures to address Disaster Management / emergencies and other issues (safety, public participation, communication, etc.) are developed and implemented. NOTE: Although Disaster Management is a district function, LMs need to ensure they are aware of their associated roles and responsibilities and have developed a Disaster Management Framework. • An organisational performance management system is developed and implemented (i.e. effectively measure, monitor and track water and sanitation services performance indicators). • A municipal risk management framework is developed and implemented and includes monitoring and tracking of water and sanitation related risks. • Effective administration support is available to technical staff to assist with processing work orders, providing order numbers, handling correspondence, etc. • "Access to Basic Water and Sanitation Services" progress reports are frequently produced and presented to council for discussion, action and follow-up.	**Low (100%)**
Financial Management • Financial controls - Please state the audit opinion with regard to your last audit report on the financial statements.	**High (50%)**

Table C.9.3: Municipal Strategic Self-Assessment (MuSSA) of Water Services for Stellenbosch Municipality	
Section	**Vulnerability**
• Cash flow status – Please state your Cash / Cost Coverage Ratio (excluding Unspent Conditional Grants) • Your actual operating expenditure closely reflects your budgeted operating expenditure (i.e. Operating Expenditure Budget Implementation Indicator). • Your actual revenue closely reflects your budgeted operating revenue (i.e. Operating Revenue Budget Implementation Indicator). • Liabilities (Creditors) - Money is owed by your municipality to major / critical service providers (e.g. ESKOM, Water Board, largest contractors, etc.) for more than 30 days from receipt of invoice (NOTE: Ignore disputed invoices).	
Revenue Collection • Please indicate the frequency of actual consumer meter readings. • Net Surplus / Deficit – Please state your net surplus / deficit from water services activities for the last 12 months (NOTE: This question tests whether your WSA currently has fully cost reflective Water and Sanitation Tariffs, which take into account cost of maintenance and renewal of purification plants and networks and the cost of new infrastructure). • Revenue collections - Please state the revenue collection rate in respect to Water and Sanitation Services (%). • Revenue Growth – Please state your Water and Sanitation Services revenue growth for the last 12 months (%). • Grant dependency – Actual-operating revenue less operational grants / subsidies (e.g. equitable share) sufficiently covers actual operating expenditure.	**Moderate (70%)**
Financial Asset Management • Capital Expenditure (Municipal). Please state your municipal Capital Expenditure as a percentage of Total Expenditure (i.e. Total Operating Expenditure + Capital Expenditure). • Capital Expenditure (Water Services). Please state your Capital Expenditure on Water and Sanitation Services as a percentage of Total Capital Expenditure (Capital Expenditure (Municipal)). • Asset Renewal. Please state your Asset Renewal investment as percentage of Depreciation Costs. • Repairs and Maintenance. Please state your Repairs and Maintenance expenditure as a percentage of Property, Plant and Equipment, Investment Property (Carrying Value). • Grant funding of capital expenditure – Please state your reliance on grant funding.	**Moderate (70%)**
Management Skill Level (Technical) • Your council approved technical management organisational organogram meets your business requirements, and key posts are filled (e.g. Technical Director, Water Services Manager, and Sanitation Services Manager). • You have sufficient technical management and technical support staff. • Technical management and technical support staff have the correct skills / qualifications and experience as per Job Description requirements (e.g. if Job Description requires Pr Eng, Pr Tech or CPM, the staff have these qualifications). • Managers and technical support staff regularly attend appropriate water and sanitation services skills development / training to support professionalisation. • Key technical managers (e.g. Section 56 and other Senior Management) have signed and monitored Performance Agreements.	**Moderate (60%)**
Staff Skill Levels (Technical) • WTWs are operated by staff with the correct skills / qualifications and experience (as per Regulation 2834). • WWTWs are operated by staff with the correct skills / qualifications and experience (as per Regulation 2834). • Water system plumbers, mechanics and electricians have the correct skills / qualifications and experience. • Sewage system plumbers, millwrights, mechanics and electricians have the correct skills/qualifications and experience (including contractors / outsourced resources). • Staff regularly attend appropriate water services skills development / training (including safety) (e.g. ESETA courses).	**High (55%)**
Technical Staff Capacity (Numbers) • Your council approved technical staff organisational organogram meets your business requirements, and posts are filled (i.e. Superintendent of WTWs / WWTWs and below). • WTWs are operated by the appropriate number of staff (as per Regulation 2834). • WWTWs are operated by the appropriate number of staff (as per Regulation 2834). • You have sufficient water and sewerage/sanitation network operations and repair staff/plumbers including contractors / outsourced resources (i.e. you have the appropriate number of staff).	**Extreme (20%)**

Table C.9.3: Municipal Strategic Self-Assessment (MuSSA) of Water Services for Stellenbosch Municipality	
Section	**Vulnerability**
• An active mentoring/shadowing programme is in place where experienced staff train younger, inexperienced municipal staff.	

Stellenbosch Municipality is currently effectively managing its water and sanitation services. Special focus is however required to ensure adequate rehabilitation and maintenance of the existing water and sewerage infrastructure.

A comprehensive Customer Services and Complaints system is in place at Stellenbosch Municipality and the Municipality has maintained a high and a very consistent level of service to its urban water consumers. A Customer Care Service Charter is also in place, with the following mission and values.

Our Mission is:

To deliver services in an enabling environment through sustainable, cost-effective and accountable services for our community, which further enshrines the values and spirit of Batho Pele.

Our Values are:

Integrity: As servants of the public, we undertake to perform the functions and operations of the Municipality in an honest and ethical manner.

Accountability: As responsible public servants, we pledge to perform our duties in a manner that is open to oversight and public scrutiny. This commitment is shaped by our understanding to give an account of our actions to individuals, groups and organisations.

Transformation: We will tirelessly work at transforming our municipality, communities and broader society as custodians of hope through unlocking the endless possibilities our valley holds treasure. This commitment is shaped by our understanding of the historical, spatial, social and economic inequalities in our valley.

Innovation: We will continuously review our systems, procedures and processes to make them more responsive to customer needs. In partnership with out stakeholders we will seek innovative solutions to complex problems. We will encourage and reward initiatives which show creativity and ingenuity.

Stellenbosch Municipality and its staff endeavour to meet and adhere to the following service standards for water and sanitation services as far as practically possible.

Table C.9.4: Water and Sanitation Service standards (Customer Care Service Charter)		
Section	**Query**	**Reaction Time**
Water Network	Burst water mains	1 Day
	No water	1 Day
	Water leak	1 Day
	Fire hydrant	1 Day
	Water network – valve	1 Day
	Water network – stopcock	1 Day
	Water network – leak	1 Day
	Hydrant cover missing	1 Day
	Water connection	1 Day
	Illegal water connection	1 Day
	Water meter faulty	1 Day
	Smart meter faulty	1 Day
	Rehabilitate area after repairs	1 Day
	Low water pressure	1 Day
	Maintain reservoir sites	1 Day
	High consumption	1 Day
Sewer Network	Blockage	1 Day
	Sewer manhole cover missing	1 Day
	Sewer spillage	1 Day

Table C.9.4: Water and Sanitation Service standards (Customer Care Service Charter)		
Section	**Query**	**Reaction Time**
	Sewer connection	1 Day
	Ablution maintenance	1 Day
	Illegal sewer connection	1 Day
	Vector control	1 Day
Wastewater	Spillage	1 Day
	Quality	1 Day
	Pump stations not operational	1 Day
	Empty septic tanks	1 Day
	River pollution	1 Day
Pollution	Pollution control – river pollution	1 Day
	Industrial effluent not compliant	1 Day
	Illegal dumping of effluent	1 Day
Water Treatment	Water quality	1 Day
	Turbidity / Colour	8 Hours
	Taste / Odour	8 Hours
	Augmentation (Boreholes)	1 Day

The quality of the industrial effluent discharged into the Municipality's sewer system is monitored monthly by Stellenbosch Municipality. The effluent quality results for the consumers monitored for the last financial year are included in Annexure D. The average pH, EC and COD values for the quality of effluent discharged into the municipality's sewer system by the various consumers are summarised in the table below for the last two financial years.

Table C.9.5: Average pH, EC and COD values of effluent discharged by industrial consumers						
Industrial consumers monitored with regard to quality of effluent discharged	**2022/2023 Average Values**			**2021/2022 Average Values**		
	pH	**EC (mS/m)**	**COD (mg/l)**	**pH**	**EC (mS/m)**	**COD (mg/l)**
Consumer No.1	6.05	96	2 779	6.03	73	6 022
Consumer No.2	7.27	46	2 428	7.32	53	4 229
Consumer No.3	6.35	104	7 653	6.16	28	7 263
Consumer No.4	5.47	56	6 916	5.83	55	4 106
Consumer No.5	6.85	48	1 456	6.48	23	889
Consumer No.6	6.63	72	1 834	6.30	54	2 190
Consumer No.7	6.03	89	7 285	6.72	100	2 014
Consumer No.8	6.07	34	2 882	6.06	28	1 875
Consumer No.9	5.08	62	4 867	5.60	50	2 900
Consumer No.10	5.47	38	2 477	5.71	48	3 844
Consumer No.11	7.18	104	1 909	8.92	35	1 987
Consumer No.12	6.08	97	3 438	6.31	81	3 669
Consumer No.13	7.10	64	2 248	7.34	98	5 479
Consumer No.14	5.39	113	2 646	5.83	61	5 439
Consumer No.15	5.62	18	1 996	5.85	20	1 816
Consumer No.16	5.55	50	4 536	6.04	58	7 320
Consumer No.17	5.45	56	5 375	6.42	84	4 327
Consumer No.18	8.38	168	3 825	9.05	101	4 602
Consumer No.19	5.46	150	2 764	6.90	67	2 552
Consumer No.20	7.23	42	3 786	6.41	52	5 090
Consumer No.21	7.02	61	5 304	6.76	65	5 586
Consumer No.22	6.96	55	2 614	6.32	28	3 618
Consumer No.23	3.86	132	4 195	5.23	104	4 931
Consumer No.24	5.38	107	4 255	5.09	91	2 903
Consumer No.25	5.11	111	3 819	5.79	47	3 342
Consumer No.26	4.78	49	1 874	5.11	36	1 661
Consumer No.27	5.04	70	2 423	5.10	50	3 064

Table C.9.5: Average pH, EC and COD values of effluent discharged by industrial consumers						
Industrial consumers monitored with regard to quality of effluent discharged	2022/2023 Average Values			2021/2022 Average Values		
	pH	EC (mS/m)	COD (mg/l)	pH	EC (mS/m)	COD (mg/l)
Consumer No.28	5.90	59	1 754	6.06	66	4 638
Consumer No.29	7.02	68	1 757	6.00	39	874
Consumer No.30	6.67	31	678	-	-	-
Consumer No.31	7.01	91	1 918	7.20	67	1 164
Consumer No.32	7.23	38	3 688	7.06	38	789
Consumer No.33	7.12	85	2 617	7.09	51	1 185
Consumer No.34	8.60	153	1 884	8.49	57	6 667
Consumer No.35	5.08	78	3 568	5.12	84	7 815
Consumer No.36	8.78	101	4 130	8.69	94	3 019
Consumer No.37	7.57	37	854	7.99	57	846
Consumer No.38	7.61	43	900	7.87	67	1 400
Consumer No.39	5.49	160	4 994	4.67	144	6 037
Consumer No.40	5.32	96	2 006	-	-	-
Consumer No.41	7.48	51	2 381	7.71	57	2 819
Consumer No.42	8.69	156	1 632	7.07	44	1 301
Consumer No.43	7.54	56	1 228	6.04	16	1 222
Consumer No.44	6.13	50	1 309	6.49	62	2 343
Consumer No.45	6.99	88	3 938	7.31	95	2 464
Consumer No.46	6.22	177	3 884	5.72	93	2 901
Consumer No.47	7.16	67	1 224	7.01	48	782
Consumer No.48	7.01	19	170	8.06	23	299
Consumer No.49	5.51	52	3 330	7.09	24	1 651
Consumer No.50	5.77	72	1 469	7.01	52	1 170
Consumer No.51	6.81	64	2 084	7.23	54	1 880
Consumer No.52	5.99	135	3 584	5.98	89	4 332
Consumer No.53	5.96	95	8 104	6.38	79	3 833
Consumer No.54	6.94	38	1 402	6.92	62	1 468
Consumer No.55	7.51	55	1 603	7.09	48	2 222
Consumer No.56	5.16	113	3 680	6.16	84	8 200
Consumer No.57	7.05	87	3 483	6.81	66	1 659
Consumer No.58	6.89	123	2 078	6.03	67	11 540
Consumer No.59	6.59	43	1 609	5.77	101	1 976
Consumer No.60	7.57	29	1 988	7.91	90	2 097
Consumer No.61	7.29	46	1 297	7.08	27	1 667
Consumer No.62	6.37	80	8 276	6.07	41	1 396
Consumer No.63	4.17	59	26 569	-	-	-
Consumer No.64	5.24	75	2 580	5.21	97	5 047
Consumer No.65	7.83	127	1 412	7.00	109	2 464
Consumer No.66	6.84	62	1 066	7.05	69	606
Consumer No.67	6.33	75	14 843	6.79	75	4 726
Consumer No.68	8.80	78	4 590	7.87	48	6 786
Consumer No.69	9.31	555	605	7.35	28	15 689
Consumer No.70	9.06	137	9 886	8.31	64	6 103
Consumer No.71	7.75	251	1 250	7.56	0	778
Consumer No.72	4.38	99	2 657	4.44	97	3 368
Consumer No.73	4.56	136	11 289	4.67	123	4 310
Consumer No.74	7.51	87	1 286	7.19	61	923
Consumer No.75	8.02	60	1 298	7.74	90	1 159
Consumer No.76	6.49	92	8 202	6.47	83	20 631
Consumer No.77	7.60	93	1 551	7.50	77	808
Consumer No.78	8.72	75	2 554	8.29	57	2 048

Table C.9.5: Average pH, EC and COD values of effluent discharged by industrial consumers						
Industrial consumers monitored with regard to quality of effluent discharged	2022/2023 Average Values			2021/2022 Average Values		
	pH	EC (mS/m)	COD (mg/l)	pH	EC (mS/m)	COD (mg/l)
Consumer No.79	-	-	-	6.80	63	7 063
Consumer No.80	7.20	133	7 531	6.49	63	8 035
Consumer No.81	4.94	64	3 834	11.58	49	5 423
Consumer No.82	6.36	50	4 578	7.03	63	5 311
Consumer No.83	-	-	-	4.97	45	5 890
Consumer No.84	8.07	65	888	8.07	84	1 498
Consumer No.85	7.48	44	1 378	7.61	50	1 972
Consumer No.86	5.19	125	4 507	5.16	192	4 130
Consumer No.87	5.69	85	4 823	6.20	61	5 325
Consumer No.88	5.18	56	2 309	5.93	49	4 803
Consumer No.89	5.25	88	2 986	5.00	88	3 259
Consumer No.90	5.28	55	1 425	5.58	40	1 379
Consumer No.91	5.08	225	5 020	5.41	96	4 645
Consumer No.92	5.84	135	14 797	4.13	107	10 697
Consumer No.93	5.41	89	3 026	4.58	102	3 881
Consumer No.94	5.56	33	3 704	5.45	52	6 211
Consumer No.95	7.44	13	218	7.05	28	882
Consumer No.96	6.18	57	2 875	6.09	67	4 413
Consumer No.97	7.82	46	1 709	7.06	30	958
Consumer No.98	6.13	71	2 170	5.44	28	2 873
Consumer No.99	6.87	38	946	6.53	102	3 360
Consumer No.100	-	-	-	4.62	91	3 349
Consumer No.101	5.67	32	816	5.64	56	1 148
Consumer No.102	5.84	32	3 499	5.44	85	3 933
Consumer No.103	6.57	206	4 877	7.20	36	2 014
Consumer No.104	5.56	88	5 278	4.99	101	6 666
Consumer No.105	5.34	94	4 101	6.55	64	6 542

The following limits of concentration of substances that may be discharged to the Municipality's sewer system are included in the Water Services By-law of Stellenbosch Municipality.

- pH within range 6.0 – 10.0
- Electrical Conductivity, not greater than 500 mS/m at 20^{o}C
- Chemical Oxygen Demand (COD) 5 000 mg/l

Access to safe drinking water is essential to health and is a human right. Safe drinking water that complies with the SANS:241:2015 Drinking Water specifications do not pose a significant risk to health over a lifetime of consumption, including different sensitivities that may occur between life stages. Stellenbosch Municipality is therefore committed to ensure that their water quality always complies with national safety standards.

D. APPROVAL AND PUBLICATION RECORD

This Annual WSDP Performance- and Water Services Audit Report is for the 2022/2023 Financial Year and is hereby approved for submission to the Minister of the Department of Water and Sanitation, the Minister for the Department of Cooperative Governance, the Western Cape Province and to SALGA, as required by the Water Services Act, 1997.

The Municipality will endeavour to publicise a summary of the report.

This report will be available for inspection at the offices of the municipality and is available on the Municipality's website. A Copy of the report is obtainable at a fee as determined by the Municipality.

RECOMMENDED:

Signature — Date: 30/10/2023
Name: Paul Joubert
Title: Senior Manager: Water and Waste Water Services

pp Signature — Date: 30/10/2023
Name: Preshane Chandaka
Title: Director: Infrastructure Services

APPROVED:

Signature — Date: 31/10/20
Name: Geraldine Mettler
Title: Municipal Manager

REFERENCES

- STATSSA Census Data (2011), Community Profiles.
- STATSSA Community Survey 2016.
- Water Services Act, Act 108 of 1997. Regulations under Section 9 of the Water Services Act, which include the water services audit as Section 10 of the Guidelines for Compulsory National Standards.
- DWS's Annual Water Services Development Plan Performance- and Water Services Audit Report Template, August 2014.
- DWS's 2014 Blue Drop Report and 2022 Blue Drop PAT Results.
- DWS's 2022 Green Drop Report.
- Stellenbosch Municipality's Municipal Services Strategic Assessment (MuSSA) Assessment, 2021, DWS.
- DWS's All Towns Reconciliation Strategy Documents for each of the towns in Stellenbosch Municipality's Management Area, May 2015.
- Stellenbosch Municipality's Operational Budgets and Tariffs.
- SDBIP of Stellenbosch Municipality for 2019/2020, 2020/2021, 2021/2022 and 2022/2023.
- Socio-Economic Profile for Stellenbosch Municipality, Provincial Treasury, 2022.
- 2021/2022 Annual WSDP Performance- and Water Services Audit Report, 30 November 2022, iX engineers.
- Bulk Water Resources: Drought Intervention Projects, Final, June 2019, GLS.
- Wastewater Risk Abatement Plans for the various WWTWs, Stellenbosch Municipality, August 2021.
- Process Audit Reports for the various WWTWs, Stellenbosch Municipality, June 2021.

ATTENDANCE REGISTER (DISCUSSION OF DRAFT DOCUMENT)

iX engineers
Infrastructure Excellence

ATTENDANCE REGISTER

Meeting Subject	Stellenbosch Water Services Audit 2022/2023 – Draft discussion		
Location Of Meeting	Stellenbosch Municipality – Engineering Department	**Document No**	
Chaired By	J Human	**Date of Meeting**	27 October 2023
Recorded By	iX engineers	**Time Start**	08:30
		Time Finish	10:00

Attended by:

Representative	Name of Firm	Postal Address	Contact Details				Signature
1. Nico-Ben Janse van Rensburg	Stellenbosch Municipality		Tel No	021 808 8965	E-mail	nico.janse van rensburg@stellenbosch.gov.za	
			Cell No	082 8959682	Fax No		
2. Silvia Pretorius	Stellenbosch Municipality		Tel No	0218088761	E-mail	silvia.pretorius@stellenbosch.gov.za	
			Cell No	0829403041	Fax No		
3. Adriaan Kurtz	J.M		Tel No	021 808 8221	E-mail	adriaan.kurtz@stellenbosch.gov.za	
			Cell No	082 903 3123	Fax No		
4. James Benkes	Stell Mun		Tel No	021 8088283	E-mail	jamesbenkes@stellenbosch.gov.za	
			Cell No	0825893068	Fax No		

iX engineers
Infrastructure Excellence

Representative	Name of Firm	Postal Address	Contact Details				Signature
5. J Ithuminni	IX ENGINEERS	PO BOX 398 BELLVILLE	Tel No	021-9123000	E-mail	jaco.h@ixengineers.co.za	
			Cell No	0844318728	Fax No		
6. P Joubert	STELLENBOSCH MUNICIPALITY		Tel No		E-mail	Paul.Joubert@stellenbosch.gov.za	ATTEND VIRTUAL MEETING
			Cell No		Fax No		
7. N Mkonto	DWS		Tel No		E-mail	MkontoN@dws.gov.za	ATTEND VIRTUAL MEETING
			Cell No		Fax No		
8.			Tel No		E-mail		
			Cell No		Fax No		
9.			Tel No		E-mail		
			Cell No		Fax No		
10.			Tel No		E-mail		
			Cell No		Fax No		
11.			Tel No		E-mail		
			Cell No		Fax No		

ANNEXURE A

IWA Water Balances for the various distribution systems
Rainfall and WWTWs Flows and Capacities
WTWs Flows and Capacities

ANNEXURE B

ILIs

ANNEXURE C

Future Water Requirement Projections for the various Distribution Systems

ANNEXURE D

Water Quality Compliance Sample Results
Final Effluent Quality Compliance Sample Results
Industrial Effluent Compliance Results

ANNEXURE E

DWS's Scorecard for Assessing the Potential for WC/WDM Efforts

ANNEXURE F

Water and Sanitation Operational and Maintenance Budget

7.8	**PLANNING AND LOCAL ECONOMIC DEVELOPMENT AND TOURISM :(PC: CLLR C VAN WYK)**

7.8.1	**PUBLIC PARTICIPATION PROCESS FOR STELLENBOSCH MUNICIPALITY: PROPOSED DRAFT PROBLEM PROPERTY BYLAW 2024**

Collaborator No: **770259**
IDP KPA Ref No: **Good Governance and Compliance**
Meeting Date: **24 July 2024**

1. SUBJECT: PUBLIC PARTICIPATION PROCESS FOR STELLENBOSCH MUNICIPALITY: PROPOSED DRAFT PROBLEM PROPERTY BYLAW 2024

2. PURPOSE

To present to Council the Stellenbosch Municipality: Proposed Draft Problem Property By-law (2024) for consideration to adopt the same for the purpose of a public participation process.

3. DELEGATED AUTHORITY

Council

4. EXECUTIVE SUMMARY

Following the internal review of the Stellenbosch Municipality: Problem Property By-law (2020), the Department of Development Management proceeded to update the current problem property by-law to address difficulties that are currently being experienced in the implementation of said By-law, as well as to enhance the By-law with relevant additions.

The proposed draft Stellenbosch Municipality Problem Property By-law (2024) is now being presented to Council for consideration to be adopted for the purpose of a public participation process.

Following such public participation process and any required amendments that may result from such process, the final draft problem property by-law will be submitted to Council for consideration of approval and subsequent promulgation.

5. RECOMMENDATIONS

(a) that the proposed draft Stellenbosch Municipality Problem Property By-law 2024 **BE NOTED**; and

(b) that the proposed draft Stellenbosch Municipality Problem Property By-law 2024 **BE ADOPTED** for the purpose of a public participation process.

6. DISCUSSION / CONTENTS

6.1 Background

A crucial need was identified for the review of the current Stellenbosch Municipality Problem Property By-Law (2020), to allow for the effective implementation thereof.

The review process of the current Stellenbosch Municipality Problem Property By-law (2020) included the rationale for the inclusion of all problem properties.

The current Stellenbosch Municipality Problem Property By-law (2020) refers specifically to ''Problem Buildings'', which may be interpreted to exclude properties on which no building structures are present and consequently hampers the implementation of the By-law on properties where no buildings exist.

It was further identified that the current Stellenbosch Municipality Problem Property By-law (2020), does not make provision for the effective recourse should an owner not adhere to the compliance notices.

In accordance with these identified difficulties to implement the associated processes of the subject By-law, the current Problem Property By-Law (2020) was updated with suitable measures to address these matters.

During the updating process of the subject By-law all relevant internal departments was consulted, which included the Directorate: Corporate Services, Legal Services, and the Municipal Court. Valuable inputs were received from the Senior Magistrate to ensure the effective referral of cases to the court, when required.

The draft bylaw retains the objective for Council to assist property owners in rectifying the problem properties, and additional provisions were added in accordance with the current reality of matters that is pertinent in the context of the Stellenbosch Municipality.

In order to provide insight to Council on these changes or additions in developing the proposed draft Stellenbosch Municipality Problem Property By-law (2024), the subject text in the attached **ANNEXURE A** draft by-law contains all these amendments in red and green coloured text and any omissions are indicated with strikethrough text. To be noted that the attached **ANNEXURE B** document is the Stellenbosch Municipality: Proposed Draft Problem Property By-law (2024) for consideration for the purpose of a public participation process.

All inputs will be considered for required amendments and the final draft by-law will then be submitted to Council for adoption pursuant to any comments received after the public participation process and promulgated.

In consideration of the proposed updates to the current By-law, the most viable avenue for adopting the new subject by-law must be determined.

In practice there are essentially two ways to update and amendment a Bylaw, -

a) The first is the “Brackets and Underline” method in which every individual amendment is shown in the subject by-law by way of words in [ ] to indicate omissions from the by-law and <u>words underlined</u> to indicate insertions in the by-laws. With any changes to a By-law, this approach makes for difficult reading and complicated interpretation.

b) The second is the “Publish and Repeal” method whereby a new version of the subject by-law, with all amendments, are adopted and published and with it, also repeal the previous or existing version. This is the Directorate’s preferred method as such version will be clean and easy to read and use. It is thus also proposed to undertake the amendment of the subject By-law in accordance with this method.

6.2 Financial Implications

The development of the subject by-law was undertaken in-house with no cost to Council. The public participation process will result in the cost associated with required publishing of the draft bylaw.

6.3 Legal Implications

The amendment of By-law is governed in terms of the provisions of Section 12 of the Municipal Systems Act, 2000 (Act 32 of 2000) which needs to be satisfied. The proposed public participation process is an inherent requirement for adopting a new bylaw.

6.4 Staff Implications

The public participation process will be conducted in-house by the available professional building development management staff.

6.5 Previous / Relevant Council Resolutions

Council resolved (nem con) **Item 13.2 on 29 July 2020**

(a) that the revised draft By-law on Problem Properties for Stellenbosch Municipality (WC024) be recommended for approval in terms of Sections 11(3)(m) of the Local Government Municipal Systems Amendment Act 32 of 2000 and;

(b) the administration proceed with the publication of the by-law.

6.6 Risk Implications

There are no risks associated with the envisaged public participation process in finalising the development of the proposed draft Stellenbosch Municipality Problem Property By-law (2024).

6.7 Comments from Senior Management

6.7.1 Director: Infrastructure Services

Inputs not solicited.

6.7.2 Director: Planning and Economic Development

Item supported.

6.7.3 Director: Community and Protection Services

Inputs not solicited.

6.7.4 Director: Strategic and Corporate Services

Inputs as reflected in the subject updated By-law.

6.7.5 Chief Financial Officer

Inputs not solicited.

6.7.6 Municipal Manager

Item supported.

ANNEXURES

ANNEXURE "A": Proposed Draft Stellenbosch Municipality: Problem Property By-law 2024 **With Track Changes**

ANNEXURE "B": Proposed Draft Stellenbosch Municipality: Problem Property By-law 2024 **Without Track Changes**

FOR FURTHER DETAILS CONTACT:

NAME	**Liezel Poulton**
POSITION	**Manager: Building Development Management**
DIRECTORATE	**Planning and Economic Development**
CONTACT NUMBERS	**021 808 8664**
E-MAIL ADDRESS	**Liezel.Poulton@stellenbosch.gov.za**
REPORT DATE	**10 July 2024**

ANNEXURE A

STELLENBOSCH

STELLENBOSCH • PNIEL • FRANSCHHOEK

MUNISIPALITEIT • UMASIPALA • MUNICIPALITY

PROBLEM PROPERTY

BY-LAW

APPROVED BY COUNCIL: _____ 2024 ~~29 July 2020~~

DRAFT AMENDMENTS

JUNE~~FEBRUARY~~~~DECEMBER~~ 2024

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Commented [ADB1]: See mt last comment under the Title - I think we should refer to this as 2024 bylaw instead of referring back to 2020 as amended.

Commented [LP2]: The need was identified to review the existing Problem Property By-Law, to allow for the effective implementation thereof, that are inclusive of all problem properties, not just buildings.

The revision December 2022 allows for a **Demolition Clause** as specified in Section 12 of the National Building Regulations Act (Act 103 of 1977)

Further, the revision December 2022 allows for an **Administration Fine** Clause to enable Council the effective application of the By-Law and minimise loopholes through interpretation.

The revision December 2022 allows for 'Schedule A: Fines" attachment to be approved and proclamation in the Provincial Gazette.

The Administrative Fine to be written into Council's Credit Control and Debt Collection Policy. Proposal discussed with and draft will be circulated to Mr Mitchel for comments, to ensure effective full circle implementation.

The revision December 2022 includes Notices pertaining the Problem Property By-Law.

Commented [ADB3R2]: See my other comments on this subject.

PROBLEM PROPERTY BY-LAW

PREAMBLE

Noting the constitutional mandate of municipalities to administer the regulation of buildings within their jurisdiction and to control public nuisance;

Noting the need to identify problem properties and to take the necessary measures to ensure compliance with the Municipality's by-laws, policies and plans and legislation related to property and the use of property;

And noting that the principal purpose of this By-law is to secure compliance rather than demolition and re-development;

Be it therefore enacted by the Council of the Stellenbosch Municipality; it reads as follows:

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Commented [LP4]:
Table of Contents updated wrt items added.

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PART 1: DEFINITIONS AND APPLICATION

1 Definitions

In this By-law, unless the context indicates otherwise-

"authorised official" means an employee of Stellenbosch Municipality responsible for carrying out any duty or function or exercising any power in terms of this By-law or any other applicable by-law and includes an employee delegated to carry out such duties, functions or exercise such powers;

"building" includes-

(a) any structure, whether of a temporary or permanent nature and irrespective of the materials used in the erection thereof, erected or used for or in connection with the-

(i) accommodation or convenience of human beings or animals;

(ii) manufacture, processing, storage, display or sale of any goods;

(iii) rendering of any service;

(iv) destruction or treatment of refuse or other waste materials;

(v) cultivation or growing of any plant or crop;

(b) any wall or part of the building including entrance gates/facilities;

1. **"Municipality"** means ~~the Municipality of Stellenbosch,~~ Stellenbosch Municipality, a local authority established in terms of section 12 of the Local Government: Municipal Structures Act 117 of 1998 by Provincial Notice 489/2000 (Establishment of the Stellenbosch Municipal (WC024)) promulgated in the Government Gazette dated 22 September 2000, as amended by Provisional Notice PN675/2000 (Stellenbosch Municipality (WC024) Established Amendment Notice) promulgated in the Provincial

Gazette of 4 December 2000 ~~A~~as amended by the 9th Amendment notice dated 15 October 2021.

~~a municipality established in terms of the Local Government: Municipal Structure Act, 1998 (Act No. 117 of 1998);~~

"National Building Regulations Act" means the National Building Regulations and Building Standards Act, 1977 (Act No.103 of 1977);

''owner'' in relation to a property~~building~~ means the person in whose name the land on which such building was or is erected, as the case may be, is registered in the deeds office in question ~~and includes a person in charge of such building~~;

"occupier" means a person in charge of a property or the person who occupy the property or erected the illegal structure or authorised the erection of the illegal structure on the property with or without the consent of the owner.

(a) such person, in the case of a natural person, is deceased or was declared by any court to be incapable of managing his or her own affairs or a prodigal or is a patient as defined in section 1 of the Mental Health Act, 1973 (Act No. 18 of 1973), or if his or her estate has been sequestrated, placed under administration or debt review the executor or curator, administrator or debt councillor concerned, as the case may be;

(b) such person, in the case of a juristic person or trust, has been liquidated or placed under judicial management or business rescue, the liquidator, ~~or~~ judicial manager or business rescue practitioner concerned, as the case may be;

(c) such person is absent from the Republic or if his or her whereabouts are unknown, any person who, as agent or otherwise, undertakes the management, maintenance or collection of rentals or other moneys in respect of such building or who is responsible therefor;

(d) in the case of a sectional title scheme, a sectional title unit is registered in the name of a person, that person;

(e) in the case of a trust, the trustees of such trust;

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Commented [YvdB5]: We need to consider adding that the person responsible can be the registered owner AND/OR the person who erected a structure illegally and is not the registered owner of the property.

Commented [ADB6]: I am of the view that the references to the part in yellow cannot be reflected under owner as that mat create unintended consequences regarding property ownership with people who are not property owners.

Commented [ADB7]: I am of the view that the references to the part in yellow cannot be reflected under owner as that mat create unintended consequences regarding property ownership with people who are not property owners.

Commented [YvdB8]: Make provision for people placed under administration or debt review

Commented [ADB9R8]: Why is this necessary Yolande? It does not relief their responsibility and the person who is dealing with the administration steps in as the legal entity that deals only with the finances?

Commented [YvdB10]: Make provision for when a company is placed under business rescue

Commented [ADB11R10]: See my comment above. This happens automatically doe sit not - due to the nature of the liquidation process/business rescue process?

(f) in the case of an Owners Association, the members of the ~~o~~owners association

(g~~f~~) in the case of a sectional title scheme, a body corporate responsible for the control, ~~administration~~administration, and management of the common property; and/or

(h~~g~~) where the Stellenbosch Municipality is unable to determine the identity of such person, any person who is entitled to the benefit of the use of such building or who enjoys such benefit;

"problem ~~building~~ property" means any ~~building~~ property that has been declared under section 10 to be a problem property;

"property"-

(a) means any piece of land registered as a separate entity of land in the ~~a~~ deeds registry as an erf, lot, plot, farm, stand or agricultural holding and includes any unit and land contemplated in the Sectional Title Act, 1986 (Act No. 95 of 1986) including any piece of land not so registered in the deeds registry; ~~and~~

(b) includes any building on that piece of land, any active or abandoned development and building activities, inclusive of earthworks, on the property in pursuance of development of the subject property; and

~~(b)~~(c) ~~,~~ includes any earthworks done on that piece of land.

2 Application of this By-law

(1) This By-law applies to all properties within the area of jurisdiction of the Stellenbosch Municipality including properties owned by the State.

(2) Where the Stellenbosch Municipality is unable to determine the identity of the owner of a property, any person who is entitled to the benefit of the use of such building or property, or who enjoys such benefit shall be deemed to be

Commented [YvdB12]: Combine with (d). And/or

Commented [LP13]: Replaced "building" to 'property' to be inclusive of all problem properties, including vacant land.

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Commented [YvdB14]: Some properties are not registered in the deeds office, for instance where a sud-division lapsed without the transfer ever taking place.

Commented [YvdB15]: Add a clause to include earthworks.

Commented [LP16]: Included "or property" to broaden the scope is not limited to buildings.

the owner of such property or the person in charge of that property or who occupy the property.

PART 2: DUTY AND LIABILITY OF OWNERS

3 Duty of owners

(1) Every owner of a property must-

(a) maintain the property in a good state of repair and in a safe condition;

(b) notify the Stellenbosch Municipality if the condition of any property is dangerous to life or property in terms of section 12(2) of the National Building Regulations Act;

(c) not permit it to be unlawfully occupied or used for criminal activities; and

(d) not permit the dumping of waste on the property or that the property be used for any purpose not authorised in terms of the prevailing land use rights.

(2) During the erection of a building, the owner of the property must proceed with its erection without delay and take reasonable measures during its erection to prevent unauthorised access to the building.

Commented [MW17]: Amend: property and building works? Stiaan to explain what he meant by this comment?

(3) For the purposes of subsection (2), delay means any period in excess of three months.

4 Duty to take measures

(1) If a property is unlawfully occupied or used for criminal activities, the owner must take the necessary measures to evict the occupants.

(2) Where the owner of such property fails/refusesd to take appropriate legal action and/or eviction proceedings against the illegal occupiers, the Municipality can institute appropriate legal action against the owner. Where the owner cannot be found after a diligent search, legal action can be instituted by the Municipality against the illegal occupantsier/s.

(3) The Municipality will take appropriate legal action against the occupiers of the property, where the Municipal Council is the owner of a property so occupied.

~~(1)~~(4) Where the State is the owner of a property, the Municipality will act against the State after a process of intergovernmental relations is instituted and finalised.

(5) If waste has been dumped or accumulated on the property, the owner must remove the waste and transport it to a designated licensed ~~designated~~ disposal facility at the owner's cost.

Should the owner fail/refuse~~d~~ to remove the waste the Municipality can institute legal action against the owner/occupier of the property.

~~(2)~~(6)

5 Liability of owners for costs

(1) Where the owner has failed to comply with a compliance notice issued by the authorised official, the owner is liable for the costs incurred by the Stellenbosch Municipality to-

(a) maintain, repair, renovate, rehabilitate, or alter the property;

(b) secure, close or barricade the property;

(c) demolish a building on the property;

(d) to clean-up and remove waist, clear and remove plant overgrowth, remove rubble and rehabilitate the property; or

~~(c) or~~

(e) otherwise enforce compliance with this By-law.

~~(d)~~

(2) Any damages and actual costs will be recovered by the Stellenbosch Municipality in terms of its Credit Control and Debt Collection Policy and the Credit Control and Debt Collection By-law, 20110~~06~~.

(3) Where the Municipality commenced with any of the processes alluded to in section 5(1)(a) to (d), the Municipality will finalize the process commenced with

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Commented [YvdB18]: Add "actual"

Commented [YvdB19]: Add a clause that in the event the municipality has started this process we will finish it, they can't come with their contractors during our process as this will have an impact on our SCM processes.

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and the owner cannot appoint its own contractors after the Municipality commenced with such processes.

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~~(2)~~(4) The owner/occupier will be liable for the payment of the costs incurred by the Municipality regardless of the owner/occupier appointing its own contractor after the Municipality appointed a contractor to attend to the processes alluded to in section 5(1)(a) to (d).

PART 3: INVESTIGATION AND COMPLIANCE NOTICE

6 Investigation

~~(3)~~(7) Subject to subsection (8~~2~~), an authorised official may enter any property at a reasonable time to inspect and determine whether the owner of the property complies with this by-law.

~~(4)~~(8) An authorised official may only enter a property in terms of subsection (1)-

(a) with the consent of the owner or occupant;

(b) on 7 days written notice to the owner or occupant of an intention to inspect the property; or

(c) with a warrant to enter and search the property issued by a Judge of the High Court or a Magistrate for the district in which the land or property or premises or building is situated, at the request of the Municipality if –

Commented [LP20]: Senior Magistrate Comment:
To review: - How is the warrant going to be issued
•What kind of warrant
•Access upon information (Criminal Procedure Act)

(i) the prior permission of the occupier or owner cannot be obtained after reasonable attempts; or

(ii) the purpose of the inspection would be frustrated by the occupier or owner's prior knowledge thereof;

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(d) ~~-~~A warrant may be issued only if it appears to the Judge or Magistrate from information that there are reasonable grounds for believing that –

(i) An authorised employee has been refused entry to land or property or a building that he or she is entitled to inspect;

(ii) An authorised employee will be refused entry to land or property or a building that he or she is entitled to inspect;

(iii) An offence contemplated in section 16 of this By-law is occurring or has occurred and an inspection of the premises is likely to yield information pertaining to that offence; or

(iv) The inspection is reasonably necessary for the purpose of this By-law

(9) A warrant must authorised the Municipality to enter upon the land or property or premises or to enter the building to inspect and determine whether the owner of the property complies with this By-law as specified in the warrant, on one occasion only, and that entry must occur –

(i) Within one month of the date on which the warrant was issued; and

(ii) At a reasonable time, except where the warrant was issued on grounds of urgency.

~~(c)~~

~~(5)~~(10) A search warrant may only be issued if it appears on information provided under ~~on~~ oath that there are reasonable grounds for believing that the property is unlawfully occupied, used for criminal activities, or that there is prima facie evidence that there is a contravention of this By-law.

~~(6)~~(11) An authorised official may enter the premises without a warrant if he/she reasonably believes that a warrant will be issued in the circumstances contemplated in subsection (~~83~~) but that the delay in obtaining such warrant will negate the purpose of such entry.

~~(7)~~(12) An authorised official may be accompanied by any approved competent person, as contemplated in Part A 19 of the National Building Regulations ~~and Building Standards Act~~ and an armed law enforcement official may accompany the official due to safety concerns, or any other person who's technical or professional advice would be required to make a determination on any prevailing condition at the property, who is instructed to examine the building and report on the state of the building and any measures to be taken, ~~or any person necessary for the effective implementation of the provisions of this By-law.~~

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Commented [MW21]: What if there are any safety condition which may lead to damage to property or lost of lives?

Stiaan please explain what do you want here to be done?

Commented [LP22]: Included "without a warrant" to allow for the clear understanding wrt access to a problem property.

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Commented [LP23]: Removed "or any person necessary for the effective implementation of the provisions of this By-Law.

It contradicts Clause 8(2) that reads:
(1)The owner contemplated in subsection (1) is liable for the costs incurred in respect of an approved competent person for examining and reporting on the state of the building and the measures to be taken in terms of section 6(5).

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~~(8)~~(13) A notice issued in terms of subsection (2)(b) permits the authorised official to enter the property in terms of subsection (1) more than once.

7 Compliance notice

(1) An authorised official may issue a compliance notice on the owner of a property if that official considers that-

(a) the owner has failed to comply with the duties of an owner under Part 2 or any other contravention of the By-law which can be remedied by the issuing of a compliance notice; and

(b) the failure can be remedied without the declaration of a problem property in terms of Part 4.

(2) The compliance notice must-

(a) specify-

(i) the measures that the owner must take to remedy the non-compliance in terms of Part 2;

(ii) a reasonable period within which the measures must be taken;

~~(iii) the amount of an administrative feefine to be imposed, if the owner fails to comply with subparagraphs (i) and (ii);~~

~~(iv) the amount of the administrative feefine to be imposed for the continued contravention of the By-law; and~~

~~(v)~~(iii) the date by which the owner may make representations to amend or withdraw the notice; and

(b) be in the form determined by the delegated authority in terms of section 20.

(3) The measures contemplated in subsection (2)(a) include-

(a) cleaning, repairing, repainting, renovating or altering the property;

(b) securing, fencing, or barricading the property;

(c) completing the construction of a building or structure on that property;

Commented [LP24]: Included the Part 2 referencing duty and liability of owners.

Commented [MW25]: Administrative charge/fee/tariff needs to be approved by Council. Similar to Cabzus matter currently in Court with where an additional additional building plan fee was approved by Council. This matter was argued and judgment was reserved

Commented [LP26]: Feedback received and after consultation, Admin Fee/fine is deleted.

(d) closing or demolishing a structure, building or part of a building; or

(e) disposing of, or removing, any waste dumped or stored on a property.

~~(e)~~(f) clear and remove plant overgrowth, remove rubble and rehabilitate the property.

(4) The authorised official may amend the compliance notice after receiving any representations from the owner contemplated in subsection (2)(a)(v).

8 Failure to comply with compliance order

(1) If the owner of the property fails to comply with a compliance order issued in terms of section 7, an authorised official -

(a) may extend the period or otherwise amend the compliance order; ~~or~~

(b) may declare the property to be a problem property in terms of section 10; ~~and~~

~~(c) must impose an administrative fee~~fine ~~in terms of section 7(2)(a)(iii) and a fine in terms of section 7(2)(a)(iv).~~

(2) The owner contemplated in subsection (1) is liable for the costs incurred in respect of an approved competent person for examining and reporting on the state of the building and the measures to be taken in terms of section 6(5).

PART 4: DECLARATION OF A PROBLEM ~~BUILDING~~/PROPERTY

9 Notice of intention to declare a problem ~~building~~/property

(1) An authorised official may issue a notice of intention to declare a property to be a problem property ~~building~~ if the official is satisfied that there are good grounds for believing that the property ~~building~~-

(a) is abandoned or derelict;

(b) is unlawfully occupied or overcrowded;

(c) is not maintained properly and as a result is or is becoming unhealthy, unsanitary, unsightly, dilapidated, overgrown or objectionable;

Commented [LP27]: Removed "or"

Commented [LP28]: Removed "and"

For factual and clear interpretation and to limit "and/or" interpretation for possible loopholes - should a case go to court.

Commented [MW29]: Council must approve the administrative charge/fee/tariff. Similar to Cabzus matter currently in Court with where an additional additional building plan fee was approved by Council. This matter was argued and judgment was reserved.

Commented [LP30]: Deleted reference to Admin Fine/Fee

Commented [AB31]: If Problem Property is inclusive of buildings on the property, then you don't have to specify building.

Commented [SC32]: Additional wording added for consideration

~~(c)~~(d) ~~is or is becoming unhealthy, unsanitary, unsightly, dilapidated or objectionable~~;

~~(d)~~(e) is illegally connected to electricity and water supply system;

~~(e)~~(f) is being used for criminal activities;

~~(f)~~(g) has without, planning permission, been altered so as to have the effect of preventing the South African Police Service and/or law enforcement of the Municipality~~, the Stellenbosch Municipality Police~~, its inspection authorities and authorised officials from lawfully entering the property without notice in order to frustrate the purpose of an investigation;

~~(g)~~(h) is structurally unsound or is or becoming dangerous to life or property;

~~(h)~~(i) is being used to dump waste or allowed to accumulate waste; or

~~(i)~~(j) the construction of which is incomplete and

1. has not been proceeded with for more than three months, and
2. the owner has not taken reasonable measures during its erection to prevent unauthorised access to the ~~building~~ property ~~/building~~.

(2) The notice in subsection (1) must-

(a) give the owner 7 days within which to make representations as to why the ~~building/~~property should not be declared a problem ~~building~~ property and why the measures specified in subsection (b) should be amended or withdrawn;

(b) specify the measures and the time-period within which the measures must be taken to prevent the ~~building/~~property being declared a problem ~~building~~ property.

(3) If in the representations the owner undertakes, in writing, to take the measures specified in subsection (2)(b), subject to such conditions that the authorised official may require, the official may defer a decision in terms of section 10(1).

10 Declaration of a problem property

Commented [YvdB33]: And/or law enforcement

Commented [LP34]: Included Pt 1 – speaks to section 11 of the NBR (Act 103 of 1977)

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Commented [LP35]: Included 'property' to be inclusive of all problem properties, e.g vacant land.

Commented [LP36]: Replaced "building" to 'property' to be inclusive of all problem properties, inclusive vacant land.

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Commented [LP37]: Replaced "building" to 'property' to be inclusive of all problem properties, inclusive vacant land.

(1) An authorised official may, using the criteria set out in section 9(1) declare a ~~building or~~ property a problem property if-

(a) the owner fails to comply with a compliance notice issued in terms of section 7(1);

(b) the owner fails to make representations;

(c) representations have been made; the official is nevertheless satisfied that there are good grounds to declare the property ~~building~~ a problem property~~building~~;

(d) the owner fails to comply with the undertaking given in terms of section 9(3).

(2) The declaration, in a form to be determined by the delegated authority in terms of section 20, must set out the measures and the dates within which the measures must be taken by the owner.

(3) The measures contemplated in subsection (2) include-

(a) any measure contemplated in section 7(3);

(b) an order requiring the evacuation of the property if the authorised official has reason to believe that the property is unsafe and requires immediate evacuation;

(c) a requirement that the owner take the necessary steps to evict the occupants of the property.

(4) A measure contemplated in subsection (3)(c) may only require an owner to institute proceedings in a court of law to evict occupants on the property if-

(a) the occupants are unlawfully occupying the property;

(b) the premises are being used for criminal activities;

(c) it is in the interests of safety and security of the occupants or the public or both that occupants are temporarily or permanently evicted; or

(d) one of the measures contemplated in subsection (3)(a) requires that the premises be vacated either temporarily or permanently in order to either

effect alterations to the property or to demolish a building or structure on the property.

(5) Where the owner of the property after a diligent search cannot be found, the Municipality can institute legal action against the occupiers of the property.

~~(5)~~(6) The Stellenbosch Municipality must-

(a) serve the declaration on the owner and/or occupier of the property;

(b) at the owner's/occupier's cost, erect sign boards and publish advertisements in community newspapers notifying the public that the property ~~building~~ has been declared a problem property ~~building~~ setting out the measures to be taken and any orders or requirements as to access or occupation in the declaration.

~~(6)~~(7) No unauthorised person may enter a property which has been declared a problem property.

~~(7)~~(8) The Stellenbosch Municipality may, on its own accord, or upon written representation authorise a person to enter a property which has been declared a problem property for purposes of renovating, ~~repairing~~repairing, or securing the property.

11 Owner's failure to comply with the declaration

(1) If the owner fails to comply with any measure required in section 10(2), the Stellenbosch Municipality may −

(a) ~~Impose an administrative fee~~fine in terms of section 16; and approach a court for orders contemplated in Part 6.

~~(a)~~

(b) carry out the measure; or

(c) appoint a contractor to carry out the measure; and

~~(d)~~(a) ~~approach a court for orders contemplated in Part 6.~~

Commented [ADB38]: Throughout the other definition under which a person who is not the legal owner is described in the definitions must be brought in when we refer to owner - see my comments under the definitions.

Commented [ADB39]: I see Mervin has brought in occupier. There is no definition for occupier and that may be the definition under which all people not owning the property is defined and then when we refer to owner it should be done as in this clause.

Commented [LP40]: Included the imposing of an administrative fine

Commented [ADB41R40]: What is an administrative fine? Please be careful to put penalties in - it is not allowed unless it is a tariff as then it can't be see as a fine.

Commented [LP42]: Included that Council may approach a court for orders for the effective implantation of this By-Law.

Commented [ADB43R42]: Ensure that the BY-Law can be dealt with by the Municipal Court to prevent having to go to Civil court like the Magistrate and high Court for orders that cannot be dealt with as a criminal matter where a fine is one of the options. Please discuss with Pauline. Civil cases in magistrate and high court involves attorney's that always bring additional legal costs.

Commented [LP44R42]: Noted, Thank you Director. Followed your advice. Pauline and Senior Magistrate assisted in order to comply.
Amended the amount per direction from Ms Coollen.

Commented [MW45]: Municipal Court will not be able to issue demolition orders or evacuation orders. These matters will be dealt with by the Magistrate's Court and High Court.

Commented [LP46]: Taking into consideration and after consultation deleted administrative fine/fee.

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Commented [LP47]: Included that Council may approach a court for orders for the effective implantation of this By-Law.

Commented [ADB48R47]: Ensure that the BY-Law can be dealt with by the Municipal Court to prevent having to go to Civil court like the Magistrate and high Court for orders that cannot be dealt with as a criminal matter where a fine is one of the options. Please discuss with Pauline. Civil cases in magistrate and high court involves attorney's that always bring additional legal costs.

Commented [MW49]: Municipal Court will not be able to issue demolition orders or evacuation orders. These matters will be dealt with by the Magistrate's Court and High Court.

(2) If the Stellenbosch Municipality gives effect to the measure under subsection (1)(b) and (c), the owner/~~occpier~~occupier is liable for the costs and expenses of effecting the measure.

PART 5: APPOINTMENT OF ADMINISTRATOR

12 Appointment of administrator

Commented [YvdB50]: Only in the event that no executor has been appointed by the Master of the High Court or the executor cannot be found

Commented [ADB51R50]: Yes please be careful - we may not have locus standi to bring such an application.

(1) The Stellenbosch Municipality may, where the owner of a property is deceased and complaints regarding the property have been received, apply to the Court for the appointment of an administrator**.**

(2) An administrator appointed by the Court has the powers and duties of the registered owner of the property, including the following powers, or such powers and duties as the Court may direct:

(a) The collection of rental and other charges from the occupiers;

(b) The maintenance, repair or renovation of the problem property utilizing the rental so collected or from other funding as obtained from whatever source;

(c) The payment of charges for the supply of electricity, water, sanitation and rates and taxes from such rental or other funding as obtained from whatever source;

(d) The appointment of a committee to assist in the management of the problem property;

(e) The opening and operating of an account with a bank;

(f) Any other action-

(i) required to give effect to measures contemplated in section 10(2)(a);

(ii) contemplated in Part 6;

(iii) reasonably required to be taken in terms of managing the problem property;

(iv) any action which the owner would, in normal course of business and management of the problem property, have been able to take.

(3) The administrator must submit the following documents to the Stellenbosch Municipality and the Court-

(a) a monthly report in the form determined by the delegated authority in terms of section 20;

(b) a final report and account in the form determined by the delegated authority in terms of section 20 on the completion of the administrator's mandate.

(4) The Stellenbosch Municipality may, where necessary apply to the Court to -

(a) replace the administrator;

(b) require the administrator to account for and justify any action taken in terms of subsection (3);

(c) reverse or amend any decision taken by the administrator in terms of subsection (3);

(d) terminate the mandate of the administrator.

PART 6: EVACUATION

13 Evacuation

(1) If a property ~~building~~ has been declared to be a problem property ~~building~~ in terms of section 10(1) and an authorised official has reasonable grounds for believing that a property ~~building~~ is dangerous to life and other property and that the immediate evacuation of the property is necessary-

(a) the authorised official may make an order requiring the evacuation of the property as contemplated in section 10(3)(b).

(b) If the order is not obeyed, the Stellenbosch Municipality may apply to court on an urgent basis for an order-

(i) compelling all persons on the property to evacuate the property;

Commented [LP52]: Included that the **administrator** is responsible to submit said documents to court as well

Commented [LP53]: Replaced **"is of the opinion"** with 'has reasonable grounds for believing' that **a** building is dangerous…..

Side Note:
An opinion is open for the interpretation of the operation of the mind.

Commented [ADB54R53]: This sentence does not read easy..

(ii) prohibiting any person from entering the property.

(2) A court may-

(a) grant an order contemplated in subsection (1)(b) if it is satisfied that the property ~~building~~ is unsafe and that the immediate evacuation of the property is necessary;

(b) require the owner to provide temporary accommodation for the occupants to be evacuated;

(c) make, in addition to any order of costs against the owner, an order regarding the costs incurred in implementing the order.

14 Demolition

(1) If an authorised official has reasonable grounds to believe ~~for believing~~ that the demolition of a building is a necessary measure in terms of section 10(3)(a) read with section 7(3)(d), the Stellenbosch Municipality may-

(a) require the owner to demolish the structure, building or part of a building; or

(b) institute proceedings in a court to order directing the owner or authorising the Stellenbosch Municipality to demolish the building on one or more of the following grounds-

(i) the building or its alteration is without planning permission or building plan approval;

(ii) the building is structurally unsafe and not capable of being made safe;

(iii) the building is or becoming dangerous to life and property;

(iv) the owner has failed to comply with the measures issued in terms of section 10(3)(a) and the costs of complying with those measures exceed the costs of demolition.

(2) A court may-

(a) grant an order for the demolition of a building if it is satisfied that the demolition is a necessary measure in terms of section 10(3)(a) read with section 7(3)(d); and (b) make an order of costs against the owner including the costs of the demolition.

Commented [LP55]: Included a Demolition Clause ito Section 12 of the NBR (Act 103 of 1977)

The Demolition Clause is a necessary procedural step that needs to be addressed, should a building/structure be dangerous to life and/or property and need to be demolished.

PART 7: ENFORCEMENT

15 Civil proceedings

The Stellenbosch Municipality or Aadministrator may, by way of civil proceedings and in accordance with the Stellenbosch Municipality: Credit Control and Debt Collection Policy- and Credit Control and Debt Collection By-law recover-

(a) any costs incurred in effecting any measure or performing any function in terms of this By-law; and

(b) any unpaid administrative feefine imposed in terms of this By-law.

Commented [LP56]: Deleted 15(b)

Commented [LP57]: Included unpaid administrative fines

Commented [ADB58R57]: See my comments earlier.

16 Administrative feeines

(1) An authorised official may impose an administrative feeine for a failure to comply with this By-law or any notice or declaration made in terms of it.

(2) The amounts of the administrative feeines are set out in Schedule A, as approved by the Municipal Council.

Commented [ADB59]: I actually think we cannot do this. Fines can only be given after a criminal court case.

Commented [LP60]: The By-Law needs to address **Administrative Fines** that speaks to Council's Credit Control and Debt Collection Policy and the Credit Control and Debt Collection By-law, 2006, approved by Council for purposes of effective implementation of this By-Law

Commented [LP61]: Administrative Fines/Fee Deleted.

1716 Offences and penalties

(1) A person is guilty of an offence and, on conviction, liable to a penalty in terms of subsections (2) and (3), if that person –

(a) contravenes or fails to comply with any provision of this By-law;

(b) contravenes or fails to comply with any requirement set out in a notice served on him/her in terms of this By-law;

(c) fails to comply with a lawful instruction of an authorised official;

(d) threatens, resists, interferes withwith, or obstructs any authorised official in the performance of that official's duties or functions in terms of this By-law; or

(e) knowingly makes a false statement.

(2) Any person who is convicted of an offence under this By-law is liable to-

(a) a fine not exceeding an amount of ~~R300 000.~~ R~~ ;~~120 000

(b) imprisonment for a period not exceeding 3 years; or

(c) both such fine and imprisonment in (a) and (b) above.

(3) In the case of a continuing offence, the C~~c~~ourt may impose in respect of ~~each day,~~ suitable proof ~~of each day on that which~~ the offence continues~~.~~

(a) an additional fine ~~in the amount not exceeding R5000;~~ calculated at 10% of the municipal valuation of the property.

(b) imprisonment for a period not exceeding 10 days; or

(c) both such fine and imprisonment, ~~for each day on which the offence continuous, or both such fine and imprisonment~~, will be imposed.

~~(4) The court may in terms of section 300 of the Criminal Procedure Act 51 of 1977, determine any costs incurred by the Stellenbosch Municipality or administrator in effecting any measure or performing any function in terms of this By-law and make an appropriate order including an order for legal costs.~~

~~(5)~~(4) If civil proceedings have been instituted for the collection of a~~n~~ ~~administrative fee~~ine fine in terms of section 16(1)~~8(1)~~ against any person in respect of a contravention contemplated in subsection (1), no criminal proceedings may be instituted against that person in respect of that contravention.

PART 8: GENERAL

~~18~~17 Appeals

Any person, who objects to a compliance notice or declaration issued by an authorised official, may appeal ~~to the Stellenbosch Municipal Manager of the Municipality~~ in terms of section 62 of the Local Government: Municipal Systems Act, 2000 (Act 32 of 2000).

~~19~~18 Appointment of authorised officials

Commented [MW62]: What is the amount of the fine which the Court can issue. The other amounts is in terms of an administrative fee. No amounts for criminal fines is provided. Liezel and Stiaan please advise.

Commented [LP63R62]: BDM proposes a limit of R300 000. This fine is to the Courts discretion and might never be imposed to the full limit. The objective however remains to discourage owners to abandon their duty of care.

Commented [LP64R62]: R120 000, amendment made per Court's direction.

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Commented [LP65]: Chief Magistrate request review :
To Review: - In the case of a continuing offence, the Court may impose **in respect of each day** on which the offence continues

Commented [LP66R65]: Rectified

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Commented [LP67]: The objective is for an court order to discourage owners to abandon their duty of care and comply. The 10% of the value of the property is based on affordabidity relevant within economic status.

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Commented [LP68]: Senior Magistrate Comment:
To review the section refered in terms of the Criminal Procedure Act.

Commented [LP69R68]: Mervin Pauline please assist

Commented [LP70]: Criminal Procedure Act 51 of 1977.

Commented [LP71]: Included Civil vs Criminal Procedures

Commented [ADB72R71]: See my comments above.

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Commented [ADB73]: Section 62 deals with appeals against a decision made under delegation and has specific determinations as to whom may when deal with an appeal. If for instance the MM signed the notice then a committee of councillors will hear the appeal.

The delegated authority may appoint authorised officials to implement this By-law and may appoint such official as a building control officer in terms of section 5 of the National Building Regulations- Act.

~~20~~19 Delegation

The Stellenbosch Municipality's Municipal Manager is authorised to exercise all the powers and perform all the duties and functions conferred on the Stellenbosch Municipality under this By-law and may delegate such powers and functions to authorised officials other than the powers and functions contemplated in this section and sections 16.

~~21~~20 Powers of authorised officials

(1) An authorised official may, when entering a property-

(a) inspect or investigate the property;

(b) question the owner, management agent or occupier of the property;

(c) take photographs or audio-visual recordings of the property;

(d) take samples and remove any document, ~~sample~~sample, or thing for the purpose of evidence in any civil or criminal proceedings.

(2) Subject to section 6(2), an authorised official may exercise any power conferred on a building control officer in terms of section 15 of the National Building Regulations and Building ~~Standards Act~~Standards Act.

~~22~~21 Form of notices, ~~declarations~~declarations, and sign boards

The delegated authority must determine the form of the notices, declarations and sign boards that are required to be issued or erected in terms of this By-law.

~~23~~22 Servingce of a notice

Commented [LP74]:
Amended **Service of a notice** clause under "Compliance Notice" for the effective implementation of this By-Law

It was noticed by MBDM during the first five Notices served in terms of the Problem Property By-Law, that the serving of **initial notices of compliance** needs to be addressed in the By-Law for purpose of uniformity in execution of duties, as well as legally binding of notices served by means of needs per case.

Property owners does dot want to accept notices and Building Inspectors pend urgent cases unnecessary for days and weeks to serve in person, after which it will be send by registered mail (legally 30days) for a stop order that is immediate.

This department is addressing it in our revised BDM SOP.

(1) Whenever a compliance notice, or any notice is authorised or required to be served on a person in terms of this By-law, it shall be deemed to have been effectively and sufficiently served on such person—

(a) when it has been delivered to him or her personally;

(b) when it has been left at his or her place of residence or business in the Republic with a person apparently over the age of 16 years;

(c) when it has been posted by registered or certified mail to his or her last known residential or business address in the Republic and an acknowledgment of the posting thereof is produced;

(d) if his or her address in the Republic is unknown, when it has been served on his or her agent or representative in the Republic in the manner contemplated in paragraph (a), (b) or (c); or

(e) if his or her address and agent in the Republic are unknown, when it has been posted in a conspicuous place on the immovable property, if any, to which it relates;

~~(e)~~(f) by email a copy of the notice to the person, if the person has an email address. If service was effected by email, by an affidavit of the person who effected service, which must provide proof of the correct email address and confirmation that the whole sending of the email was completed;~~.~~

(2) Service on any of the following persons or addresses constitutes service on the owner of the property:

A an agent appointed by the owner to sell, lease, or manage the property;

B a person appointed to supervise the property;

C a person seemingly in charge of the property or collecting rent from occupants on the property.

(1) When a compliance notice as aforesaid is authorised or required to be served on a person by reason of his or her being or having been the owner or holding some other right in respect of immovable property, it shall not be necessary to name

him or her, but it shall be sufficient if he or she is therein described as the owner or holder of such immovable property or other right, as the case may be.

(2) When a compliance notice as aforesaid is ~~or~~ required to be served on a person after-hours; or in cases where officials are threatened, Stellenbosch Municipality Law Enforcement or South African Police Services (SAPS) can be requested to assist in delivering the ~~said~~ notice. It shall be deemed to have been effectively and sufficiently served on such person.

Commented [LP75]: Refer to informal settlements, where the address is not known to serve per registered mail.

Further, includes problem properties where narcotics, etc is a problem.

~~24~~23 Indemnity

The Stellenbosch Municipality and any authorised official are not liable for any damages caused by anything lawfully done or omitted by the Stellenbosch Municipality or the authorised official in carrying out any function or duty in terms of this By-law.

~~25~~24 Repeal

Stellenbosch Municipality: Problem Property Bylaw, 2020 as published in the Provincial Gazette of July 2022 is hereby repealed.

Commented [LP76]: Repeal of Problem Property Bylaw, 2020 as approved by Council and published in the Provincial Gazette July 2022 – to allow for revisions and inclusions.

Commented [ADB77R76]: Agree, this will only happen on publication of the new bylaw, but all subordinate legislation that is repealed must be indicated here.

~~26~~25 Short title

This By-law is called the Stellenbosch Municipality: Problem Property By-law, 202~~4~~0 a~~A~~s a~~A~~mended.

Commented [LP78]: Short Title to include amendment

Commented [ADB79R78]: Why is this not the 2024 bylaw instead of the amendment of the 2020 bylaw.

~~SCHEDULE A: FEESFINES~~

~~Stellenbosch Municipality may impose the following administrative feesines in respect of contraventions of the relevant applicable sections of this By-law.~~

~~(1) In respect of Section 7(2)(a)(iii) read with section 8(1)(c), if the owner fails to comply with a compliance order, the Municipality may impose an initial feeine of between R20 000 and R50 000 and subject to item (2) an additional feeine of R10 000 for each day thereafter until the measures as contemplated in the compliance notice are met.~~

~~(2) The feeines will continue to accumulate until the date that the property is declared a problem property for purposes of section 10.~~

~~(3) Once the declaration under section 10 has occurred and the owner continues to fail to take the measures contemplated in subsection 10(2) and (3) a further feeine may be imposed, the amount of which is calculated at 10% of the municipal~~

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Commented [LP80]: REMOVED Schedule A: Fees
After consultation with Snr Managers revenue and Legal, in consideration of Feedback received, it was concluded that a fine to be imposed by the Court. The objective is not for Council to make profit, but for the prevention and remedy of problem properties.

Commented [LP81]: Included Annexure A: Fines and Escalating Tariff Fee.

With reference to Administrative and other fines pertaining Declared Problem Properties – s10

Fines specified and approved by Council and Proclamation in the Provincial Gazette, to be written into Councils Credit Control and Debt Collection Policy the Credit Control and Debt Collection By-law, 2006 and approved by Council for effective implementation

Fines and Escalating Tariff Fee when approved, approved to be specified on Notices on stages as specified

Commented [ADB82R81]: Please note all fines can only come into effect when agreed to by the Chief Magistrate of the area.

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Commented [LP83]: The Objective of the proposed fines amount is to **discourage** property owners to reach the stage of declaration of a problem property and to comply with the initial notices served i.e., Intention to declare a problem property and Compliance order.

Commented [MW84]: I think this clause should be deleted.

~~valuation of the property as provided in the Local Government: Municipal Property Rates Act, 2004 (Act No. 6 of 2004).~~

~~ESCALATING TARIFF FEE~~

~~Stellenbosch Municipality may impose the following Escalating Tarif Fee upon declaration of a property/building as a problem property in terms of this By-law.~~

~~A. an amount of R5000 per month, being an escalating Tariff Fee applied by Stellenbosch Municipality in terms of Section 74 of the Local Government: Municipal Systems Act No.32 of 2000 in respect of the administration of problem properties, will be added to the rates and services account of the property.~~

Commented [LP85]: Councils' objective is to manage and regulate the Municipal Jurisdiction of Problem Properties, further,

The objective is to rectify the problems and assist property owners by way of timeframe, direction and advise to rectify the problem to comply with the Act, 103 of 1977 and the Stellenbosch Property By-Law and other relevant legislation.

'A slap on the wrist' may result in initial proceedings on record with no solid foundation to follow through with Council's objective and constitutional mandate.

Property owners needs to understand and grasp the seriousness of their duty and liabities and would want to prevent this stage, by complying – thus working with Council.

Commented [LP86]: A note will be made on all notices served, before declaration of problem property

Escalating Tariff Fee to be specified and approved by Council.

Commented [ADB87R86]: Please note that this must also be included in tariff book.

SCHEDULE A: FINES

Stellenbosch Municipality may impose the following fines in respect of contraventions of the relevant applicable sections of the By-Law.

(1) In respect of Section 16(2)(a), any person who is convicted of an offence under this By-Law is liable to a fine not exceeding an amount of R120~~300~~ 000.00

(2) In respect of section 16(3)(a), in the case of continuing offence, the Court may impose ~~in respect of each day on which the offence continues~~ an additional fine; calculated at 10% of the municipal valuation of the property.

Commented [LP88]: Including Fines to be imposed by Municipal Court.

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ANNEXTURE A: NOTICES

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Stellenbosch Municipality may apply Notices in respect of contraventions of the relevant applicable sections to ensure compliance of this By-law, as follows –

a) Notice of Intended Inspection

b) Compliance Notice

c) Notice of Contravention

d) Notice of Intention to Declare a Problem Property

e) Notice of Declaration of a Problem Property

ANNEXURE B

STELLENBOSCH

STELLENBOSCH • PNIEL • FRANSCHHOEK

MUNISIPALITEIT • UMASIPALA • MUNICIPALITY

PROBLEM PROPERTY

BY-LAW

APPROVED BY COUNCIL: _____ 2024

DRAFT AMENDMENTS JUNE 2024

PROBLEM PROPERTY BY-LAW

PREAMBLE

Noting the constitutional mandate of municipalities to administer the regulation of buildings within their jurisdiction and to control public nuisance;

Noting the need to identify problem properties and to take the necessary measures to ensure compliance with the Municipality's by-laws, policies and plans and legislation related to property and the use of property;

And noting that the principal purpose of this By-law is to secure compliance rather than demolition and re-development;

Be it therefore enacted by the Council of the Stellenbosch Municipality; it reads as follows:

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PART 1: DEFINITIONS AND APPLICATION

1 Definitions

In this By-law, unless the context indicates otherwise-

"authorised official" means an employee of Stellenbosch Municipality responsible for carrying out any duty or function or exercising any power in terms of this By-law or any other applicable by-law and includes an employee delegated to carry out such duties, functions or exercise such powers;

"building" includes-

(a) any structure, whether of a temporary or permanent nature and irrespective of the materials used in the erection thereof, erected or used for or in connection with the-

(i) accommodation or convenience of human beings or animals;

(ii) manufacture, processing, storage, display or sale of any goods;

(iii) rendering of any service;

(iv) destruction or treatment of refuse or other waste materials;

(v) cultivation or growing of any plant or crop;

(b) any wall or part of the building including entrance gates/facilities;

1. **"Municipality"** means Stellenbosch Municipality, a local authority established in terms of section 12 of the Local Government: Municipal Structures Act 117 of 1998 by Provincial Notice 489/2000 (Establishment of the Stellenbosch Municipal (WC024)) promulgated in the Government Gazette dated 22 September 2000, as amended by Provisional Notice PN675/2000 (Stellenbosch Municipality (WC024) Established Amendment Notice)

promulgated in the Provincial Gazette of 4 December 2000 as amended by the 9th Amendment notice dated 15 October 2021.

"National Building Regulations Act" means the National Building Regulations and Building Standards Act, 1977 (Act No.103 of 1977);

''owner'' in relation to a property means the person in whose name the land on which such building was or is erected, as the case may be, is registered in the deeds office in question;

"occupier" means a person in charge of a property or the person who occupy the property or erected the illegal structure or authorised the erection of the illegal structure on the property with or without the consent of the owner.

(a) such person, in the case of a natural person, is deceased or was declared by any court to be incapable of managing his or her own affairs or a prodigal or is a patient as defined in section 1 of the Mental Health Act, 1973 (Act No. 18 of 1973), or if his or her estate has been sequestrated, placed under administration or debt review the executor or curator, administrator or debt councillor concerned, as the case may be;

(b) such person, in the case of a juristic person or trust, has been liquidated or placed under judicial management or business rescue, the liquidator, judicial manager or business rescue practitioner concerned, as the case may be;

(c) such person is absent from the Republic or if his or her whereabouts are unknown, any person who, as agent or otherwise, undertakes the management, maintenance or collection of rentals or other moneys in respect of such building or who is responsible therefor;

(d) in the case of a sectional title scheme, a sectional title unit is registered in the name of a person, that person;

(e) in the case of a trust, the trustees of such trust;

(f) in the case of an Owners Association, the members of the owners association

(g) in the case of a sectional title scheme, a body corporate responsible for the control, administration, and management of the common property; and/or

(h) where the Stellenbosch Municipality is unable to determine the identity of such person, any person who is entitled to the benefit of the use of such building or who enjoys such benefit;

“problem property” means any property that has been declared under section 10 to be a problem property;

“property”-

(a) means any piece of land registered as a separate entity of land in the deeds registry as an erf, lot, plot, farm, stand or agricultural holding and includes any unit and land contemplated in the Sectional Title Act, 1986 (Act No. 95 of 1986) including any piece of land not so registered in the deeds registry;

(b) includes any building on that piece of land, any active or abandoned development and building activities, inclusive of earthworks, on the property in pursuance of development of the subject property; and

(c) includes any earthworks done on that piece of land.

2 Application of this By-law

(1) This By-law applies to all properties within the area of jurisdiction of the Stellenbosch Municipality including properties owned by the State.

(2) Where the Stellenbosch Municipality is unable to determine the identity of the owner of a property, any person who is entitled to the benefit of the use of such building or property, or who enjoys such benefit shall be deemed to be the owner of such property or the person in charge of that property or who occupy the property.

PART 2: DUTY AND LIABILITY OF OWNERS

3 Duty of owners

(1) Every owner of a property must-

(a) maintain the property in a good state of repair and in a safe condition;

(b) notify the Stellenbosch Municipality if the condition of any property is dangerous to life or property in terms of section 12(2) of the National Building Regulations Act;

(c) not permit it to be unlawfully occupied or used for criminal activities; and

(d) not permit the dumping of waste on the property or that the property be used for any purpose not authorised in terms of the prevailing land use rights.

(2) During the erection of a building, the owner of the property must proceed with its erection without delay and take reasonable measures during its erection to prevent unauthorised access to the building.

(3) For the purposes of subsection (2), delay means any period in excess of three months.

4 Duty to take measures

(1) If a property is unlawfully occupied or used for criminal activities, the owner must take the necessary measures to evict the occupants.

(2) Where the owner of such property fails/refuses to take appropriate legal action and/or eviction proceedings against the illegal occupiers, the Municipality can institute appropriate legal action against the owner. Where the owner cannot be found after a diligent search, legal action can be instituted by the Municipality against the illegal occupants.

(3) The Municipality will take appropriate legal action against the occupiers of the property, where the Municipal Council is the owner of a property so occupied.

(4) Where the State is the owner of a property, the Municipality will act against the State after a process of intergovernmental relations is instituted and finalised.

(5) If waste has been dumped or accumulated on the property, the owner must remove the waste and transport it to a designated licensed disposal facility at the owner's cost.

(6) Should the owner fail/refuse to remove the waste the Municipality can institute legal action against the owner/occupier of the property.

5 Liability of owners for costs

(1) Where the owner has failed to comply with a compliance notice issued by the authorised official, the owner is liable for the costs incurred by the Stellenbosch Municipality to-

(a) maintain, repair, renovate, rehabilitate, or alter the property;

(b) secure, close or barricade the property;

(c) demolish a building on the property;

(d) to clean-up and remove waist, clear and remove plant overgrowth, remove rubble and rehabilitate the property; or

(e) otherwise enforce compliance with this By-law.

(2) Any damages and actual costs will be recovered by the Stellenbosch Municipality in terms of its Credit Control and Debt Collection Policy and the Credit Control and Debt Collection By-law, 2011

(3) Where the Municipality commenced with any of the processes alluded to in section 5(1)(a) to (d), the Municipality will finalize the process commenced with and the owner cannot appoint its own contractors after the Municipality commenced with such processes.

(4) The owner/occupier will be liable for the payment of the costs incurred by the Municipality regardless of the owner/occupier appointing its own contractor after the Municipality appointed a contractor to attend to the processes alluded to in section 5(1)(a) to (d).

PART 3: INVESTIGATION AND COMPLIANCE NOTICE

6 Investigation

(7) Subject to subsection (8), an authorised official may enter any property at a reasonable time to inspect and determine whether the owner of the property complies with this by-law.

(8) An authorised official may only enter a property in terms of subsection (1)-

(a) with the consent of the owner or occupant;

(b) on 7 days written notice to the owner or occupant of an intention to inspect the property; or

(c) with a warrant to enter and search the property issued by a Judge of the High Court or a Magistrate for the district in which the land or property or premises or building is situated, at the request of the Municipality if –

(i) the prior permission of the occupier or owner cannot be obtained after reasonable attempts; or

(ii) the purpose of the inspection would be frustrated by the occupier or owner's prior knowledge thereof;

(d) A warrant may be issued only if it appears to the Judge or Magistrate from information that there are reasonable grounds for believing that –

(i) An authorised employee has been refused entry to land or property or a building that he or she is entitled to inspect;

(ii) An authorised employee will be refused entry to land or property or a building that he or she is entitled to inspect;

(iii) An offence contemplated in section 16 of this By-law is occurring or has occurred and an inspection of the premises is likely to yield information pertaining to that offence; or

(iv) The inspection is reasonably necessary for the purpose of this By-law

(9) A warrant must authorised the Municipality to enter upon the land or property or premises or to enter the building to inspect and determine whether the owner of the property complies with this By-law as specified in the warrant, on one occasion only, and that entry must occur –

(i) Within one month of the date on which the warrant was issued; and

(ii) At a reasonable time, except where the warrant was issued on grounds of urgency.

(10) A search warrant may only be issued if it appears on information provided under oath that there are reasonable grounds for believing that the property is unlawfully occupied, used for criminal activities, or that there is prima facie evidence that there is a contravention of this By-law.

(11) An authorised official may enter the premises without a warrant if he/she reasonably believes that a warrant will be issued in the circumstances contemplated in subsection (8) but that the delay in obtaining such warrant will negate the purpose of such entry.

(12) An authorised official may be accompanied by any approved competent person, as contemplated in Part A 19 of the National Building Regulations and an armed law enforcement official may accompany the official due to safety concerns, or any other person who's technical or professional advice would be required to make a determination on any prevailing condition at the property, who is instructed to examine the building and report on the state of the building and any measures to be taken,

(13) A notice issued in terms of subsection (2)(b) permits the authorised official to enter the property in terms of subsection (1) more than once.

7 Compliance notice

(1) An authorised official may issue a compliance notice on the owner of a property if that official considers that-

(a) the owner has failed to comply with the duties of an owner under Part 2 or any other contravention of the By-law which can be remedied by the issuing of a compliance notice; and

(b) the failure can be remedied without the declaration of a problem property in terms of Part 4.

(2) The compliance notice must-

(a) specify-

(i) the measures that the owner must take to remedy the non-compliance in terms of Part 2;

(ii) a reasonable period within which the measures must be taken;

(iii) the date by which the owner may make representations to amend or withdraw the notice; and

(b) be in the form determined by the delegated authority in terms of section 20.

(3) The measures contemplated in subsection (2)(a) include-

(a) cleaning, repairing, repainting, renovating or altering the property;

(b) securing, fencing, or barricading the property;

(c) completing the construction of a building or structure on that property;

(d) closing or demolishing a structure, building or part of a building; or

(e) disposing of, or removing, any waste dumped or stored on a property.

(f) clear and remove plant overgrowth, remove rubble and rehabilitate the property.

(4) The authorised official may amend the compliance notice after receiving any representations from the owner contemplated in subsection (2)(a)(v).

8 Failure to comply with compliance order

(1) If the owner of the property fails to comply with a compliance order issued in terms of section 7, an authorised official -

(a) may extend the period or otherwise amend the compliance order;

(b) may declare the property to be a problem property in terms of section 10;

(2) The owner contemplated in subsection (1) is liable for the costs incurred in respect of an approved competent person for examining and reporting on the state of the building and the measures to be taken in terms of section 6(5).

PART 4: DECLARATION OF A PROBLEM PROPERTY

9 Notice of intention to declare a problem property

(1) An authorised official may issue a notice of intention to declare a property to be a problem property if the official is satisfied that there are good grounds for believing that the property -

(a) is abandoned or derelict;

(b) is unlawfully occupied or overcrowded;

(c) is not maintained properly and as a result is or is becoming unhealthy, unsanitary, unsightly, dilapidated, overgrown or objectionable;

(d) is illegally connected to electricity and water supply system;

(e) is being used for criminal activities;

(f) has without, planning permission, been altered so as to have the effect of preventing the South African Police Service and/or law enforcement of the Municipality, its inspection authorities and authorised officials from lawfully entering the property without notice in order to frustrate the purpose of an investigation;

(g) is structurally unsound or is or becoming dangerous to life or property;

(h) is being used to dump waste or allowed to accumulate waste; or

(i) the construction of which is incomplete and

1. has not been proceeded with for more than three months, and

2. the owner has not taken reasonable measures during its erection to prevent unauthorised access to the property.

(2) The notice in subsection (1) must-

(a) give the owner 7 days within which to make representations as to why the property should not be declared a problem property and why the measures specified in subsection (b) should be amended or withdrawn;

(b) specify the measures and the time-period within which the measures must be taken to prevent the property being declared a problem property.

(3) If in the representations the owner undertakes, in writing, to take the measures specified in subsection (2)(b), subject to such conditions that the authorised official may require, the official may defer a decision in terms of section 10(1).

10 Declaration of a problem property

(1) An authorised official may, using the criteria set out in section 9(1) declare a property a problem property if-

(a) the owner fails to comply with a compliance notice issued in terms of section 7(1);

(b) the owner fails to make representations;

(c) representations have been made; the official is nevertheless satisfied that there are good grounds to declare the property a problem property;

(d) the owner fails to comply with the undertaking given in terms of section 9(3).

(2) The declaration, in a form to be determined by the delegated authority in terms of section 20, must set out the measures and the dates within which the measures must be taken by the owner.

(3) The measures contemplated in subsection (2) include-

(a) any measure contemplated in section 7(3);

(b) an order requiring the evacuation of the property if the authorised official has reason to believe that the property is unsafe and requires immediate evacuation;

(c) a requirement that the owner take the necessary steps to evict the occupants of the property.

(4) A measure contemplated in subsection (3)(c) may only require an owner to institute proceedings in a court of law to evict occupants on the property if-

(a) the occupants are unlawfully occupying the property;

(b) the premises are being used for criminal activities;

(c) it is in the interests of safety and security of the occupants or the public or both that occupants are temporarily or permanently evicted; or

(d) one of the measures contemplated in subsection (3)(a) requires that the premises be vacated either temporarily or permanently in order to either effect alterations to the property or to demolish a building or structure on the property.

(5) Where the owner of the property after a diligent search cannot be found, the Municipality can institute legal action against the occupiers of the property.

(6) The Stellenbosch Municipality must-

(a) serve the declaration on the owner and/or occupier of the property;

(b) at the owner's/occupier's cost, erect sign boards and publish advertisements in community newspapers notifying the public that the property has been declared a problem property setting out the measures to be taken and any orders or requirements as to access or occupation in the declaration.

(7) No unauthorised person may enter a property which has been declared a problem property.

(8) The Stellenbosch Municipality may, on its own accord, or upon written representation authorise a person to enter a property which has been declared a problem property for purposes of renovating, repairing, or securing the property.

11 Owner's failure to comply with the declaration

(1) If the owner fails to comply with any measure required in section 10(2), the Stellenbosch Municipality may −

(a) approach a court for orders contemplated in Part 6.

(b) carry out the measure; or

(c) appoint a contractor to carry out the measure; and

(2) If the Stellenbosch Municipality gives effect to the measure under subsection (1)(b) and (c), the owner/occupier is liable for the costs and expenses of effecting the measure.

PART 5: APPOINTMENT OF ADMINISTRATOR

12 Appointment of administrator

(1) The Stellenbosch Municipality may, where the owner of a property is deceased and complaints regarding the property have been received, apply to the Court for the appointment of an administrator**.**

(2) An administrator appointed by the Court has the powers and duties of the registered owner of the property, including the following powers, or such powers and duties as the Court may direct:

(a) The collection of rental and other charges from the occupiers;

(b) The maintenance, repair or renovation of the problem property utilizing the rental so collected or from other funding as obtained from whatever source;

(c) The payment of charges for the supply of electricity, water, sanitation and rates and taxes from such rental or other funding as obtained from whatever source;

(d) The appointment of a committee to assist in the management of the problem property;

(e) The opening and operating of an account with a bank;

(f) Any other action-

(i) required to give effect to measures contemplated in section 10(2)(a);

(ii) contemplated in Part 6;

(iii) reasonably required to be taken in terms of managing the problem property;

(iv) any action which the owner would, in normal course of business and management of the problem property, have been able to take.

(3) The administrator must submit the following documents to the Stellenbosch Municipality and the Court-

(a) a monthly report in the form determined by the delegated authority in terms of section 20;

(b) a final report and account in the form determined by the delegated authority in terms of section 20 on the completion of the administrator's mandate.

(4) The Stellenbosch Municipality may, where necessary apply to the Court to -

(a) replace the administrator;

(b) require the administrator to account for and justify any action taken in terms of subsection (3);

(c) reverse or amend any decision taken by the administrator in terms of subsection (3);

(d) terminate the mandate of the administrator.

PART 6: EVACUATION

13 Evacuation

(1) If a property has been declared to be a problem property in terms of section 10(1) and an authorised official has reasonable grounds for believing that a property is dangerous to life and other property and that the immediate evacuation of the property is necessary-

(a) the authorised official may make an order requiring the evacuation of the property as contemplated in section 10(3)(b).

(b) If the order is not obeyed, the Stellenbosch Municipality may apply to court on an urgent basis for an order-

(i) compelling all persons on the property to evacuate the property;

(ii) prohibiting any person from entering the property.

(2) A court may-

(a) grant an order contemplated in subsection (1)(b) if it is satisfied that the property is unsafe and that the immediate evacuation of the property is necessary;

(b) require the owner to provide temporary accommodation for the occupants to be evacuated;

(c) make, in addition to any order of costs against the owner, an order regarding the costs incurred in implementing the order.

14 Demolition

(1) If an authorised official has reasonable grounds to believe that the demolition of a building is a necessary measure in terms of section 10(3)(a) read with section 7(3)(d), the Stellenbosch Municipality may-

(a) require the owner to demolish the structure, building or part of a building; or

(b) institute proceedings in a court to order directing the owner or authorising the Stellenbosch Municipality to demolish the building on one or more of the following grounds-

(i) the building or its alteration is without planning permission or building plan approval;

(ii) the building is structurally unsafe and not capable of being made safe;

(iii) the building is or becoming dangerous to life and property;

(iv) the owner has failed to comply with the measures issued in terms of section 10(3)(a) and the costs of complying with those measures exceed the costs of demolition.

(2) A court may-

(a) grant an order for the demolition of a building if it is satisfied that the demolition is a necessary measure in terms of section 10(3)(a) read with section 7(3)(d); and
(b) make an order of costs against the owner including the costs of the demolition.

PART 7: ENFORCEMENT

15 Civil proceedings

The Stellenbosch Municipality or Administrator may, by way of civil proceedings and in accordance with the Stellenbosch Municipality: Credit Control and Debt Collection Policy and Credit Control and Debt Collection By-law recover-

(a) any costs incurred in effecting any measure or performing any function in terms of this By-law; and

16 Offences and penalties

(1) A person is guilty of an offence and, on conviction, liable to a penalty in terms of subsections (2) and (3), if that person –

(a) contravenes or fails to comply with any provision of this By-law;

(b) contravenes or fails to comply with any requirement set out in a notice served on him/her in terms of this By-law;

(c) fails to comply with a lawful instruction of an authorised official;

(d) threatens, resists, interferes with, or obstructs any authorised official in the performance of that official's duties or functions in terms of this By-law; ~~or~~

(e) knowingly makes a false statement.

(2) Any person who is convicted of an offence under this By-law is liable to-

(a) a fine not exceeding an amount of R120 000

(b) imprisonment for a period not exceeding 3 years; or

(c) both such fine and imprisonment in (a) and (b) above.

(3) In the case of a continuing offence, the Court may impose in respect of suitable proof that the offence continues-

(a) an additional fine calculated at 10% of the municipal valuation of the property.

(b) imprisonment for a period not exceeding 10 days; or

(c) both such fine and imprisonment, will be imposed.

(4) If civil proceedings have been instituted for the collection of a fine in terms of section 16(1) against any person in respect of a contravention contemplated in subsection (1), no criminal proceedings may be instituted against that person in respect of that contravention.

PART 8: GENERAL

17 Appeals

Any person, who objects to a compliance notice or declaration issued by an authorised official, may appeal in terms of section 62 of the Local Government: Municipal Systems Act, 2000 (Act 32 of 2000).

18 Appointment of authorised officials

The delegated authority may appoint authorised officials to implement this By-law and may appoint such official as a building control officer in terms of section 5 of the National Building Regulations Act.

19 Delegation

The Stellenbosch Municipality's Municipal Manager is authorised to exercise all the powers and perform all the duties and functions conferred on the Stellenbosch Municipality under this By-law and may delegate such powers and functions to authorised officials other than the powers and functions contemplated in this section and sections 16.

20 Powers of authorised officials

(1) An authorised official may, when entering a property-

(a) inspect or investigate the property;

(b) question the owner, management agent or occupier of the property;

(c) take photographs or audio-visual recordings of the property;

(d) take samples and remove any document, sample, or thing for the purpose of evidence in any civil or criminal proceedings.

(2) Subject to section 6(2), an authorised official may exercise any power conferred on a building control officer in terms of section 15 of the National Building Regulations and Building Standards Act.

21 Form of notices, declarations, and sign boards

The delegated authority must determine the form of the notices, declarations and sign boards that are required to be issued or erected in terms of this By-law.

22 Serving of a notice

(1) Whenever a compliance notice, or any notice is authorised or required to be served on a person in terms of this By-law, it shall be deemed to have been effectively and sufficiently served on such person—

(a) when it has been delivered to him or her personally;

(b) when it has been left at his or her place of residence or business in the Republic with a person apparently over the age of 16 years;

(c) when it has been posted by registered or certified mail to his or her last known residential or business address in the Republic and an acknowledgment of the posting thereof is produced;

(d) if his or her address in the Republic is unknown, when it has been served on his or her agent or representative in the Republic in the manner contemplated in paragraph (a), (b) or (c); or

(e) if his or her address and agent in the Republic are unknown, when it has been posted in a conspicuous place on the immovable property, if any, to which it relates;

(f) by email a copy of the notice to the person, if the person has an email address. If service was effected by email, by an affidavit of the person who effected service, which must provide proof of the correct email address and confirmation that the whole sending of the email was completed;

(2) Service on any of the following persons or addresses constitutes service on the owner of the property:

A an agent appointed by the owner to sell, lease, or manage the property;

B a person appointed to supervise the property;

C a person seemingly in charge of the property or collecting rent from occupants on the property.

(1) When a compliance notice as aforesaid is authorised or required to be served on a person by reason of his or her being or having been the owner or holding some other right in respect of immovable property, it shall not be necessary to name him or her, but it shall be sufficient if he or she is therein described as the owner or holder of such immovable property or other right, as the case may be.

(2) When a compliance notice as aforesaid is required to be served on a person after-hours; or in cases where officials are threatened, Stellenbosch Municipality Law Enforcement or South African Police Services (SAPS) can be requested to

assist in delivering the notice. It shall be deemed to have been effectively and sufficiently served on such person.

23 Indemnity

The Stellenbosch Municipality and any authorised official are not liable for any damages caused by anything lawfully done or omitted by the Stellenbosch Municipality or the authorised official in carrying out any function or duty in terms of this By-law.

24 Repeal

Stellenbosch Municipality: Problem Property Bylaw, 2020 as published in the Provincial Gazette of July 2022 is hereby repealed.

25 Short title

This By-law is called the Stellenbosch Municipality: Problem Property By-law, 2024 as amended.

SCHEDULE A: FINES

Stellenbosch Municipality may impose the following fines in respect of contraventions of the relevant applicable sections of the By-Law.

(1) In respect of Section 16(2)(a), any person who is convicted of an offence under this By-Law is liable to a fine not exceeding an amount of R120 000.00

(2) In respect of section 16(3)(a), in the case of continuing offence, the Court may impose an additional fine; calculated at 10% of the municipal valuation of the property.

ANNEXTURE A: NOTICES

Stellenbosch Municipality may apply Notices in respect of contraventions of the relevant applicable sections to ensure compliance of this By-law, as follows –

a) Notice of Intended Inspection

b) Compliance Notice

c) Notice of Contravention

d) Notice of Intention to Declare a Problem Property

e) Notice of Declaration of a Problem Property

7.8.2	APPROVAL TO RECTIFY THE ADAM TAS CORRIDOR OVERLAY ZONE IN TERMS OF THE STELLENBOSCH MUNICIPALITY LAND USE PLANNING BY-LAW

Collaborator No: **770265**
IDP KPA Ref No: **Good Governance and Compliance**
Meeting Date: **24 July 2024**

1. SUBJECT: APPROVAL TO RECTIFY THE ADAM TAS CORRIDOR OVERLAY ZONE IN TERMS OF THE STELLENBOSCH MUNICIPALITY LAND USE PLANNING BY-LAW

2. PURPOSE OF REPORT

To obtain approval from the Council to rectify the Adam Tas Corridor Overlay Zone (ATC OZ) by inserting a table containing the basket of land use rights applicable under this zone, into the overlay zone. The table was omitted from the final draft overlay zone that was considered and approved by the Council at their meeting on 24 May 2023. The draft overlay zone advertised for public comment included said table but the final draft submitted to the Council for consideration, did not contain the table due to an administrative oversight.

Rectifying the Adam Tas Overlay Zone will require the re-proclamation of the Stellenbosch Municipality: Zoning Scheme By-law in the Government Gazette that was proclaimed in the Government Gazette on 17 November 2023.

3. DELEGATED AUTHORITY

Council

4. EXECUTIVE SUMMARY

The Council resolved at their meeting of 24 May 2023 to approve the Adam Tas Overlay Zone as an instrument to implement the Adam Tas Local Spatial Development Framework. The purpose of the overlay zone is to award and allocate land use rights to land-owners/ developers aligned with the Adam Tas Local Spatial Development Framework. Without the table that defines the various land uses allowed within this zone, it creates unnecessary confusion with respect to the development rights allowed in terms of the overlay zone. The overlay zone is the primary instrument that will allocate the land use rights up-front as an incentive to develop.

In drafting the overlay zone, input from various departments and officials was obtained to ensure that the overlay zone was aligned with all requirements and processes. The table referring to the applicable and various land use rights was regrettably omitted from the final document due to an administrative oversight.

Council approved the advertising of the draft Adam Tas Corridor Overlay Zone at their meeting on 11 October 2022 and requested that a period of 60 days be allowed for public participation. The draft overlay zone that was advertised for a period of 60 days, included the table of land use rights. The advertisement of the overlay zone is attached for information as **APPENDIX 1.**

The department became aware of the discrepancy when advising potential applicants and it was also pointed out by a land-owner. The Adam Tas Overlay Zone forms part

of the Stellenbosch Municipality: Zoning Scheme By-law that was promulgated on 17 November 2023. The process to rectify the overlay zone will require the Council to approve the corrected overlay zone followed by the re-proclamation of the By-law. The corrected overlay zone with the table included under subsection 267(10), is attached as **APPENDIX 2.** The specific table to be included in the rectified overlay zone is attached as **APPENDIX 3** to the report.

5. RECOMMENDATIONS

(a) that Council gives approval that the Adam Tas Corridor Overlay Zone be corrected by including the table of permissible land use rights to the promulgated overlay zone (paragraph 10) to the overlay zone; and

(b) that the Stellenbosch Municipality: Zoning Scheme By-law be re-proclaimed to reflect the corrected overlay zone.

6. DISCUSSION /CONTENTS

The Adam Tas Corridor Overlay Zone is the primary instrument through which the Council incentivise the implementation of the Adam Tas Local Spatial Development Framework. It contains the land use rights that can be taken up, describes the parameters applicable to those land use rights and describes the process to be followed in obtaining the land use rights. Importantly, it also includes the mechanism through which the development will be implemented.

Being a complex document requiring input from various directorates and officials, the format of the document was amended from time to time. During the final formatting of the draft overlay zone, the important table was somehow omitted. As a result, the Council approved the overlay zone without the table containing the intended land use rights.

As the table was always part of the overlay zone and was included in the public participation process, including the table will not require the re-advertising of the overlay zone as it is an administrative process only. It is of great importance to rectify the omission of the table as it materially affects the implementation process of the Adam Tas Corridor Local Spatial Development Framework.

7. FINANCIAL IMPLICATIONS

No financial implication.

8. LEGAL IMPLICATIONS

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

9. STAFF IMPLICATIONS

None

10. RISK IMPLICATIONS

None

APPENDICES

APPENDIX 1: **Advertisement of Draft Adam Tas Corridor Local Spatial Development Framework Overlay Zone**
APPENDIX 2: Adam Tas Corridor Overlay Zone (Corrected)
APPENDIX 3: **Table: Land uses permitted in the Adam Tas Corridor Local Area Overlay Zone**

FOR FURTHER DETAILS, CONTACT:

NAME	BJG de la Bat Pr Pln
POSITION	Manager: Spatial Planning
DIRECTORATE	PLANNING AND ECONOMIC DEVELOPMENT
CONTACT NUMBERS	021 808 8653
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REPORT DATE	10 June 2024

APPENDIX 1

NOTICE OF PUBLIC PARTICIPATION
ADAM TAS CORRIDOR OVERLAY ZONE IN TERMS OF MUNICIPAL SYSTEMS ACT AND THE STELLENBOSCH MUNICIPALITY LAND USE PLANNING BYLAW

Notice is herewith given in terms of Sections 12 and 13 of the Municipal Systems Act that the Stellenbosch Municipal Council gave approval for the commencement of the public participation process and advertisement of the draft Adam Tas Corridor Overlay Zone.

The purpose of the overlay zone in terms of Section 239 (1) of the Stellenbosch Municipality: Zoning Scheme Bylaw is to designate land for future subdivision where a change of zoning from the pre-existing base zone will be required once the subdivision is approved and where the principle of future subdivision has been approved through a rezoning process, but the subdivision plan itself has not yet been approved.

The overlay zone envisaged for the Adam Tas Corridor is in pursuance of:
- The development vision of the approved Stellenbosch Municipal Spatial Development Framework in general and the Adam Tas Corridor Spatial Plan in particular,
- Unlocking and leveraging investment by facilitating the establishment of pre-approved land use rights.

The envisage overlay zone will not change the existing base zoning. The land use rights in terms of the overlay zone will establish an additional layer of enhanced land use rights attached to pre-determined performance conditions to be complied with when the subject landowner exercises the option to take up the inherent land use rights of the overlay zone.

Establishing an Overlay Zone will involve an amendment to the Stellenbosch Municipality Zoning Scheme By-law, 2019, following the procedures related to public participation and approval set out in Sections 12 and 13 of the Municipal Systems Act.

The draft ATC overlay zone is available on the municipal website at: www.stellenbosch.gov.za

Comments must be submitted in writing to the following e-mail address: Spatial.Planning@stellenbosch.gov.za **by no later than 20 January 2023.** No late comments will be considered.

Persons who are unable to read or write can submit their comments verbally at the Spatial Planning department situated on the 2nd Floor at the NPK Building, corner of Ryneveld and Plein Street, Stellenbosch, where they will be assisted by a staff member to put their comments in writing.

Contact person: BJG de la Bat
Telephone number: 021 808 8653

Municipal Manager
Stellenbosch Municipality
Notice no: 146/2022

KENNISGEWING VAN PUBLIEKE DEELNAME
ADAM TAS KORRIDOR OORLEGSONE INGEVOLGE DIE MUNISIPALE STELSELSWET EN DIE MUNISIPALITEIT STELLENBOSCH VERORDENING OP GRONDGEBRUIKBEPLANNING

Kennis word hiermee gegee ingevolge Artikels 12 en 13 van die Munisipale Stelselswet dat die Stellenbosch Munisipale Raad goedkeuring gegee het vir die aanvang van die openbare deelname proses en advertensie van die konsep Adam Tas Korridor Oorlegsone.

Die doel van die oorlegsone ingevolge Artikel 239 (1) van die Stellenbosch Munisipaliteit: Soneringskema-verordening is om grond aan te wys vir toekomstige onderverdeling waar 'n verandering van sonering vanaf die bestaande basis sone vereis sal word sodra die onderverdeling goedgekeur is en waar die beginsel van toekomstige onderverdeling deur 'n hersoneringsproses goedgekeur is, maar die onderverdelingsplan self nog nie goedgekeur is nie.

Die oorlegsone wat vir die Adam Tas-korridor in die vooruitsig gestel word, is ingevolge:
- Die ontwikkelingsvisie van die goedgekeurde Stellenbosch Munisipale Ruimtelike Ontwikkelingsraamwerk in die algemeen en die Adam Tas Korridor Ruimtelike Plan in die besonder,
- Ontsluiting en die benutting van beleggings deur die vestiging van vooraf-goedgekeurde grondgebruiksregte te fasiliteer.

Die beoogde oorlegsone sal nie die bestaande basis sonering verander nie. Die grondgebruiksregte in terme van die oorlegsone sal 'n addisionele laag van verbeterde grondgebruiksregte verbonde aan voorafbepaalde prestasievoorwaardes daarstel wat nagekom moet word wanneer die grondeienaar die opsie uitoefen om die inherente grondgebruiksregte van die oorlegsone op te neem.

Die vestiging van 'n oorlegsone sal 'n wysiging aan die Stellenbosch Munisipaliteit se soneringskemaverordening, 2019, behels, na aanleiding van die prosedures wat verband hou met openbare deelname en goedkeuring uiteengesit in Artikels 12 en 13 van die Munisipale Stelselswet.

Die konsep Adam Tas Korridor oorlegsone is beskikbaar op die munisipale webwerf by: www.stellenbosch.gov.za

Kommentaar moet skriftelik by die volgende e-posadres ingedien word: Spatial.Planning@stellenbosch.gov.za **teen nie later nie as 20 Januarie 2023.** Geen laat kommentaar sal oorweeg word nie.

Persone wat nie kan lees of skryf nie, kan hul kommentaar mondelings by die afdeling Ruimtelike Beplanning, geleë op die 2de vloer by die NPK-gebou, hoek van Ryneveld- en Pleinstraat, Stellenbosch indien, waar hulle deur 'n personeellid bygestaan sal word om hul kommentaar op skrif te plaas.

Kontakpersoon: BJG de la Bat
Telefoonnommer: 021 808 8653

Munisipale Bestuurder
Stellenbosch Munisipaliteit
Kennisgewing nr: 146/2022

Eikestad Nuus Proof

APPENDIX 2

Adam Tas Corridor Overlay Zone

(To be incorporated in Chapter 27 of the SM Zoning

Scheme By-Law 2019: Local Overlay Zones (***Sections 263-265 and Section 266 (1)-(4) remain and are reflected as it is.)***

263. Zone name and designation on map

(1) The Local Area Overlay zone shall be depicted on a map and shall be referred to by the code (LAO) followed by a number designating the zone. The area to which the Local Area Overlay zone applies shall be indicated on the zoning map by a green unique coloured dotted outline with a transparent fill in the same colour.

264. Purpose of the zone and incorporation of land

(1) The purpose of the local area overlay zones is to provide more detailed development parameters for a specified local area.

(2) The Municipality may demarcate new Local Area Overlay areas or amend existing areas by amending the Scheme in terms of Planning Law, but land cannot be rezoned by an owner for incorporation into or exclusion from this overlay zone.

265. Areas designated as local area overlay zones

(1) The Municipality has designated the areas listed in **Table D** as Local Area Overlay zones.

TABLE D: LOCAL AREA OVERLAY ZONES

Number and Map Reference	Description of Area	Colour on map
LAO1	Techno Park Local Area Overlay zone	
LAO2	Adam Tas Corridor Local Area Overlay zone	TBC

267. Areas declared as local overlay zone areas and specific provisions

Subsections 1-39 deal with the Adam Tas Corridor Local Area Overlay zone.

(1) The Adam Tas Corridor Local Overlay Area is indicated on Map LAO2 and the parameters in this subsection will apply as indicated.

(2) The purpose of the Adam Tas Corridor Overlay zone is to enable the development of the area in a manner which provides for:

(a) A vibrant, compact, and efficient urban district as part of Stellenbosch town, respectful of the environment and history.

(b) Increased access to livelihood opportunities for ordinary citizens and different income groups.

(c) Inclusionary Housing.

(d) Seamless spatial and socio-economic integration with surrounding areas.

(e) Financial sustainability.

(f) Pro-active partnership, shared responsibility, and a clear differentiation of roles between landowners, government, and other stakeholders.

(g) A clear development process with speedy decision-making.

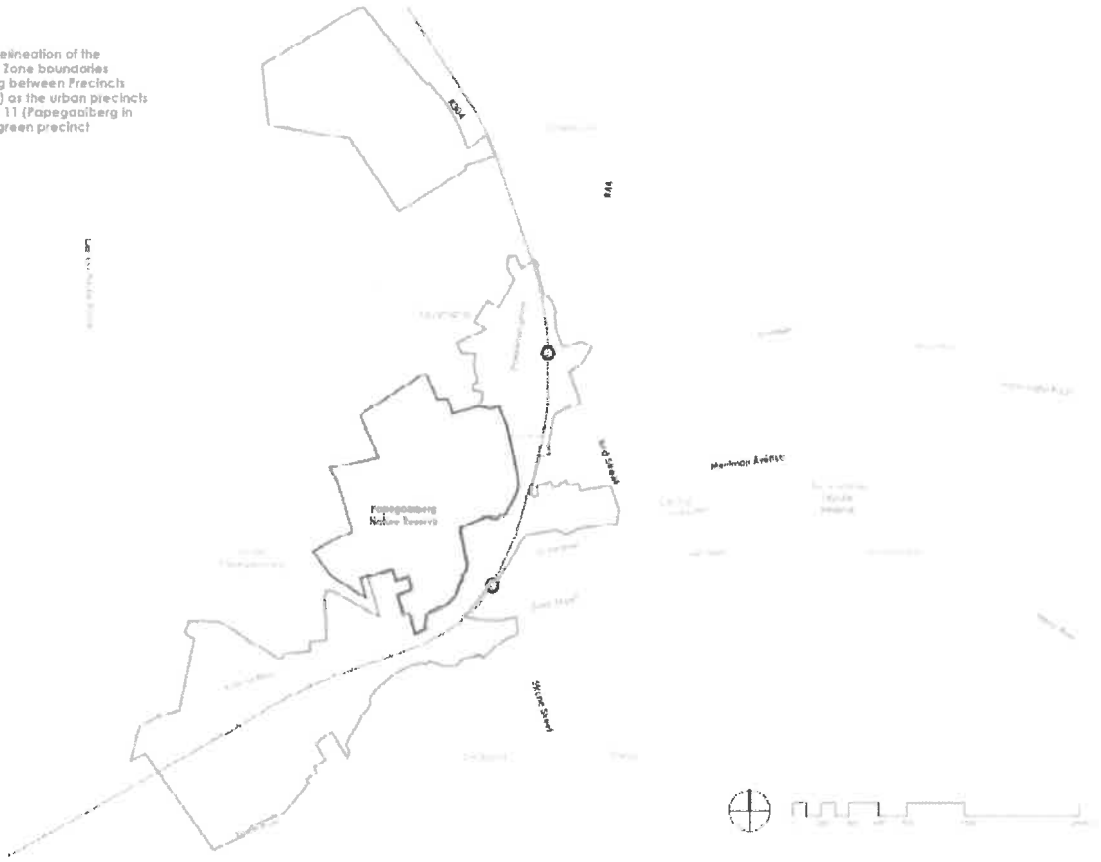


Figure 28: Delineation of the ATC Overlay Zone boundaries distinguishing between Precincts 1 - 10 (in red) as the urban precincts and Precinct 11 (Papegaaiberg in green) as a green precinct

(3) Unless otherwise indicated, the development parameters set out in this Chapter replace all the development rules set out in the various use zones applicable to the area and shall apply to all the properties or portion of properties falling within the boundaries of the Adam Tas Corridor Local Area Overlay zone as depicted on Map LAO2 above.

(4) The Municipality's overall intent for the Adam Tas Corridor Overlay Area is stated in the Adam Tas Corridor Local Spatial Development Framework, prepared in

terms of the legislative framework, settlement development and management objectives, principles, and policy set out in the Spatial Planning and Land Use Management Act 16 of 2013, Western Cape Land Use Planning Act 3 of 2014, approved Stellenbosch Municipal Spatial Development Framework, and related legislation and policy.

(5) Core components of the Adam Tas Corridor Local Spatial Development Framework which informs the development parameters in this Chapter, its extent and distribution across the area, take-up, phasing, and form, are the:

(a) Development Principles.

(b) Policy framework.

(c) Area-wide Development Framework, including the identification of precincts, a mix of uses (including the compulsory provision of inclusionary housing), and development yields permitted.

(d) Area-wide Services Framework, including the progressive extent of development permitted with respect to bulk infrastructure provision/ investment triggered by such development.

(e) Area-wide Development Guidelines.

(f) The hierarchical process of plan preparation and approval - the "package of plans" - is required for precincts and parts of precincts which follows the focus and format of the Development Framework in subsection (6) below.

(6) The indicative land area allocated to different uses as permissible in the Adam Tas Corridor Overlay Area and precincts shall be as set out in the table below:

Area	Residential	Mixed use residential	Mixed use commercial/retail	Light industry	Sporting facilities	Public facilities
Overall Area	**259 730**	**487 111**	**379 398**	**220 661**	**57 026**	**198 025**
Precinct #1 Droë Dyke	173 125	194 766	-		21 641	43 281
Precinct #2 Sawmill	-	49 063	56 072	28 036		7009
Precinct #3 Oude Libertas		17 804	17 804			23 735
Precinct #4 Adam Tas		56 986	56 986	14 247		14 247
Precinct #5 Remgro		12 360	24 719	12 360		12 360
Precinct #6 Bosman's Crossing		16 586	14 513	8 293		2 073
Precinct #7 Bergkelder			50 971	16 990		16 990
Precinct #8 Van der Stel		24 073	30 951		6 878	6 878
Precinct #9 Plankenbrug			98 514	140 735	14 073	28 147
Precinct #10 Northern Extension	86 605	115 473	28 868		14 434	43 302
Precinct #11 Papegaaiberg						

(7) The overall extent of floor area permitted in the Adam Tas Corridor Local Area Overlay and its distribution between precincts and uses shall be as set out in the table below.

Area	Residential		Mixed use residential		Mixed use commercial/retail		Light industry		Sporting facilities		Public facilities		TOTAL	
	Minimum	Maximum	Minimum	Maximum	Minimum	Maximum	Minimum	Maximum	Minimum	Maximum	Minimum	Maximum	Minimum	Maximum
Overall Area	**372 971**	**528 793**	**884 948**	**1 250 285**	**908 685**	**1 227 516**	**500 076**	**669 315**	**104 551**	**143 809**	**375 427**	**526 881**	**3 146 659**	**4 346 599**
Precinct #1 Droë Dyke	234 758	328 902	264 103	370 014					29 345	41 113	58 690	82 225	**586 895**	**822 254**
Precinct #2 Sawmill			107 624	172 830	122 998	197 520	61 499	98 760			15 375	24 690	**307 496**	**493 799**
Precinct #3 Oude Libertas			24 947	42 371	42 371	42 371					33 263	56 495	**100 581**	**141 238**
Precinct #4 Adam Tas	-	-	158 305	204 295	158 305	204 295	39 576	51 074	-	-	39 576	51 074	**395 762**	**510 737**
Precinct #5 Remgro			24 857	33 185	49 714	66 370	24 857	33 185			24 857	33 185	**124 285**	**165 925**
Precinct #6 Bosman's Crossing	-	-	45 114	56 392	39 474	49 343	22 557	28 196	-	-	5 639	7 049	**112 784**	**140 980**
Precinct #7 Bergkelder					138 641	190 085	46 214	63 362			46 214	63 362	**231 068**	**316 809**
Precinct #8 Van der Stel	-	-	75 716	104 677	97 349	134 584	-	-	21 633	29 908	21 633	29 908	**216 331**	**299 076**
Precinct #9 Plankenbrug	-	-	-	-	213 761	276 317	305 373	394 739	30 537	39 474	61 075	78 948	**610 747**	**789 478**
Precinct #10 Northern Extension	138 213	199 891	184 283	266 523	46 071	66 630			23 035	33 315	69 106	99 946	**460 709**	**666 304**
Precinct #11 Papegaaiberg														

(8) At the discretion of the Municipality, and subject to meeting the overall intent for the Adam Tas Corridor Overlay Area, floor area associated with the preservation of historic buildings, historic structures, and inclusionary housing, may be excluded from the overall floor area permitted.

(9) With cognisance to the general purpose of a specific building or structure, its specific location and built environment context - including the general townscape, historic features, view lines, and the amenity of adjoining development - no building or structure in the Adam Tas Corridor Overlay Area shall exceed a height of six (6) storeys.

(10) The following land uses are permitted in the Adam Tas Corridor Local Area Overlay zone:

PRIMARY USES (Applicable to the ATC Overlay Zone)		**CONSENT USES** (Applicable to the ATC Overlay Zone and current Base Zones – no consent use application required)	
Ancillary uses	Rooftop base tele-communication station	Natural environment/ Nature area	Public and private open space
Adult entertainment business	Employee housing	Occasional use	Public parking area
Apartment/flat	Shopping centre	Office	Public place
Builder's yard	Escort agency	Outdoor sport	Public road
Authority use	Transport purposes (goods)	Parking bay/parking garage	Railway use
Filling station/service station	Extramural facility	Place of assembly	Restaurant
Backpacker establishment	Warehouse	Place of education	Service trade
Freestanding base telecommunication station	Function venue/place of entertainment/ tourist facilities	Place of entertainment	Shop
Business premises	Parking garage	Plant nursery	Tertiary educational institution
Funeral parlour	Heritage resource	Postal agency	Training centre
Church/place of worship	Hostel	Private outdoor space	Transport purposes (passengers)
Gambling place	Hotel	Private road	Utility installation
Clinic	Indoor sport	Proclaimed road	Wellness centre
Helicopter landing pad	Industry	Professional service	Welfare institution
Clubhouse	Liquor store	Public institution	
Hospital	Loading bay		
Commercial gymnasium	Market		
Motor vehicle fitment centre	Medical consulting rooms		
Commercial services	Museum		
Motor vehicle repair centre			
Community residential building			
Motor showroom			
Commune			
Old age home			
Conference facility			
Renewable energy installation			
Day care centre			

Note to table: The ATC overlay zone establishes an additional layer of inherent primary and consent use rights as listed in above Table to facilitate development. The consent uses, listed in the Table above, may also be applied to the existing use rights of the base zonings and uptake of these rights, also does not require the submission of a consent use application. An overlay zone does not automatically change the base zone of the properties to which it relates, and the existing use rights of the base zone will remain applicable and in force up until the use rights of the overlay zone is exercised. The use rights of the overlay zone may be exercised in accordance with the approval of a site development plan and/ or a building plan, after satisfying any related performance criteria like development parameters, infrastructure requirements and the payment of development charges.

(11) The Municipality will follow a package of plans approach as the basis for approvals in respect of the Adam Tas Corridor Overlay Zone.

(12) The package of plans consists of the following components, listed in a hierarchy from higher-order to lower-order plans:

a) Contextual Framework.

b) Development Framework.

c) Precinct Plan.

d) Subdivision Plans.

e) Site Development Plans.

f) Building Plans.

(13) The Municipality will issue detailed specifications related to the focus, subject matter, and format of components of the package of plans for the Adam Tas Corridor Overlay Area from time to time.

(14) General provisions of the package of plans are that:

a) Lower-order plans must follow higher-order plans.

b) The Municipality may deem the description of the Adam Tas Corridor Overlay Area contained in the approved Municipal Spatial Development Framework as the Contextual Framework for the area.

c) The Municipality may deem the description and associated development parameters of the Adam Tas Corridor Overlay Area contained in the approved Adam Tas Local Corridor Local Spatial Development Framework as the area-wide Development Framework for the area.

d) Bulk allocated to a Precinct Plan area remains "floating" across the precinct - within the overall intent for the Adam Tas Corridor Overlay Area as stated in the Adam Tas Corridor Local Spatial Development Framework and area-wide Development Framework - and shall be allocated to a specific development area through the mechanism of a Site Development Plan.

e) Unless otherwise stated in this Chapter, no development may commence on site unless the necessary hierarchy of plans has been submitted and approved by the Municipality.

f) A specific plan - at any level in the hierarchy - shall only lapse if replaced by a new approved plan.

g) The Municipality is the approving authority of any level of plan and may require amendments of plans under preparation to address reasonable concerns related to the overall vision, strategic goals, and planning of the area.

(15) Upon approval of a Precinct Plan for each of the precincts constituting the Adam Tas Corridor Overlay Area, and with cognisance to the development guidelines contained in the Adam Tas Corridor Local Spatial Development and the area-wide Development Framework for the area, the Municipality shall impose conditions of approval which will specify additional development parameters for the precinct, including, but not limited to:

a) Site coverage, height, and massing of buildings.

b) The relationship between buildings, streets, and spaces.

c) The management of environmental resources.

d) The provision of Inclusionary Housing.

e) The general response to, incorporation, and management of aspects of heritage and culture.

f) Parking, and access.

g) Engineering services provision.

(16) The application and calculation of Development Charges (DCs) for the enhanced rights as per subsection (6) for these developments, will be subject to the Stellenbosch Municipality's DC Policy and DC Tariffs, as approved annually by Council.

(17) Road reserve widths for public roads that include non-motorized transport, pedestrian walkways, cycle routes and public transport routes within the Adam Tas Corridor will be a minimum of 16m wide. The development of traffic impact assessments and the Adam Tas Transport Study will propose and inform on road reserve widths.

(18) Final Road Reserve widths will be determined by the Municipality's Infrastructure Services in collaboration with the Planning Department.

(19) Non-motorized transport and public transport in the overlay zone must be promoted.

(20) The Adam Tas Transport Study currently underway will inform and provide guidance to the Municipality on all transport-related aspects which must be taken into account in the preparation of all precinct plans.

(21) The new residential or mixed-use development which includes 20 dwelling units or more, must contain a minimum of 30% of the total units to be targeted at affordable housing on-site (also referred to as inclusionary housing units), falling within the affordability thresholds for rental or ownership.

(22) These inclusionary housing units must be provided on-site as part of the market-related development i.e., in the same building or on the same land parcel and should be spread throughout the development as indicated on the approved precinct site development plan.

(23) Residents of the inclusionary housing units must have indiscriminate access to all entrances and amenities of the development; and -

a) The inclusionary housing units are not intended for community residential buildings, communes, hostels, and less formal residential. The inclusionary housing units should only be used for permanent residence and exclude any of the land uses associated with transient guests (i.e., home lodging, bed and breakfast, hotel, tourist accommodation establishment, tourist dwelling units, etc.)

b) The target market for beneficiation should benefit employed households (excl. students) earning stable incomes that fall within the affordability threshold as defined in subsection (24) below.

(24) The inclusionary housing units will be reserved for qualifying recipients with a total combined annual gross monthly household income from R3 500 to R27 200 (Financial Services Charter Measure, 2022 rates (updated yearly)).

a) Monthly rent or repayments may not be more than 30% of the total monthly household income for renters and 30-35% for homeowners;

b) The sale price or rental amount may not escalate annually beyond inflation, based on the Consumer Price Index (CPIX) as published by Stats SA.

(25) The conditions of affordable housing which relate to the inclusionary housing units must be in place for not less than 30 years using a suitable management mechanism, to the satisfaction of the Director: Planning and Economic Development, or until repealed by a Council resolution.

a) Prior to the approval of any building plan, the developer shall submit to the Director: Planning and Economic Development for approval, a mechanism to ensure the abovementioned condition, as well as the affordability criteria of the qualifying recipients. The approval mechanism shall be implemented to the satisfaction of the Director prior to the occupation of any building on the relevant portion.

b) If rented, the qualifying household income criteria and rent may not escalate annually beyond inflation (based on the CPIX). Lease agreements need to ensure that the tenants are subject to annual income certification and that the units as allocated remain available to the intended income group; or

c) If sold, a restrictive condition must be included in the deed of sale capping the sale price to comply with the definition of affordability and must only be sold to pre-approved buyers that meet the affordability criteria.

d) Approval on resale prices of units needs to be sought from the Director: Planning and Economic Development before such a transaction takes place.

(26) The developer or managing agent (HOA or Body Corporate) must provide the Director: Planning and Economic Development with the list of registered inclusionary housing units, annually. The entities should also ensure that the affordability preservation and any other requirements as agreed in the inclusionary housing agreements as part of the planning permission are stipulated in the constitution of these bodies.

(27) If in due course, the Stellenbosch Municipal policy on Inclusionary Zoning is adopted and the provisions and requirements thereof are preferred to the above conditions, the developer/owner has the option (but no obligation) to adopt and adhere to the policy requirements instead.

(28) In addressing parking, landowners should consider:

a) The intent expressed in the Adam Tas Corridor Local Development Framework and area-wide Development Framework is to pursue an environment prioritising public and non-motorised transport.

b) The reality of having to accommodate parking – serving Stellenbosch town and the Adam Tas Corridor Overlay Area – while expecting to progress towards lower private motor vehicle dependence and use over time; this, in turn, requires innovative transitory arrangements, including the provision of parking in a form that allows for easy conversion to other uses in the future.

c) Centralised parking facilities, delinking the provision of parking from the specific entity served.

(29) With cognisance to the intent expressed in the development guidelines contained in the Adam Tas Corridor Local Spatial Development Framework, its core components, and the development parameters contained in this Chapter, it is anticipated that the Municipality, landowners, and other stakeholders will enter into formal agreements from time to time to further inform the manner in which the overall development intent for the Adam Tas Corridor Overlay Area is to be achieved and to affirm the varied commitments and responsibilities of landowners and stakeholders. These agreements may include inter alia:

a) Shared responsibility related to the provision of infrastructure services and the phasing of infrastructure, including the extent and use of development contributions.

b) Incentives offered to landowners (including the cost of public land to be made available for development and conditions associated with its development).

c) Shared responsibility related to the formation and operation of institutional arrangements established in support of the Adam Tas Corridor Overlay Area.

d) Landowner and shared responsibility related to the provision of inclusionary housing.

e) Shared responsibility related to undertaking environmental remediation work.

f) Shared responsibility related to the provision and operation of public facilities.

(30) To enable the coordination demanded to achieve the stated overall intent for the Adam Tas Corridor Overlay Area between landowners, the Municipality, and other stakeholders. The Municipality and landowners will establish and maintain dedicated Institutional Mechanisms to support the Municipality in exercising its responsibility in managing the uptake and implementation of development parameters envisaged in the Adam Tas Corridor Local Spatial Development

Framework and contained in this Chapter.

(31) The Institutional mechanism referred to in subsection (29) above will be established within three (3) months after the proclamation of the Adam Tas Overlay Zone and according to a structure with Terms of Reference as approved by the Council. The Institutional Mechanism will include the establishment of a Project Management Unit ("PMU") that will assist the Municipality with the implementation of the Adam Tas Corridor.

(32) The purpose, composition and functioning of the Institutional Mechanism will be described in the Terms of Reference as approved by the Council and may be amended from time to time.

(33) Public participation related to the Adam Tas Corridor Overlay Area as contemplated in the Stellenbosch Municipality Land Use Planning By- law, 2015 shall occur:

a) Prior to the adoption of the Adam Tas Corridor Local Spatial Development Framework and establishment of the Adam Tas Corridor Local Area Overlay zone.

b) At the review of the Adam Tas Corridor Local Spatial Development Framework (and resultant- if demanded through the review- amendment of the Overlay zone).

c) When a departure from the provisions of the Adam Tas Corridor Local Area Overlay zone is applied for.

(34) As part of the dedicated Institutional Mechanisms contemplated in subsections (29-33) above, detailed arrangements will be agreed to related to addressing possible disputes between landowners, their agents, and proponents of individual development projects in the Adam Tas Corridor Overlay Area.

(35) The Municipality may consider lead projects to commence development of the Adam Tas Corridor Overlay Area - prior to completion and adoption of Precinct Plans - if it is considered that the specific project will contribute to the overall development objectives for the area, do not impede future opportunity, and assist in learning about and enabling future roll-out of development in the area.

(36) Lead projects - taken together- should encompass a balanced package of interventions and reflect the future of the area as a vibrant, mixed-use living and working environment serving a range of interests and income groups.

(37) No application for building plan approval in terms of the National Building Regulations and Building Standards Act 103 of 1977 (as amended) or a lead project shall be granted by the Municipality unless a Site Development Plan has first been approved.

(38) As it is expected that the development of the Adam Tas Corridor Overlay Area will take place over a lengthy period, the Municipality may consider interim uses for parts of the area, ensuring fruitful use of existing land and building resources, meeting community needs, and assisting in project learning.

(39) In considering interim uses other than that permitted in terms of the base zoning of the Adam Tas Corridor Overlay Area, the Municipality may require the submission of a Site Development Plan for approval.

(40) To address issues of nuisance and safety the following restrictions apply to the Adam Tas Corridor Overlay Area:

a. No building shall be used for the manufacture, storage, distribution, or sale of any product or item which increases the fire hazard to any other improvement or property in the environment.

b. No business shall be permitted which constitutes a nuisance by the emission of smoke, gases, and effluvia, which could reasonably be expected to be injurious to products or persons in the Adam Tas Corridor Overlay Area.

c. The storage of material or the use of equipment or research processes, which may cause vibrations beyond the boundaries of the land unit upon which such equipment or processes occur, shall not be permitted.

d. The storage of explosives shall not be permitted in the Adam Tas Corridor Overlay Area.

APPENDIX 3

Table: The following land uses are permitted in the Adam Tas Corridor Local Area Overlay zone:

PRIMARY USES (Applicable to the ATC Overlay Zone)		CONSENT USES (Applicable to the ATC Overlay Zone and current Base Zones – no consent use application required)	
Ancillary uses	Rooftop base tele-communication station	Natural environment/Nature area	Public and private open space
Adult entertainment business	Employee housing	Occasional use	Public parking area
Apartment/flat	Shopping centre	Office	Public place
Builder's yard	Escort agency	Outdoor sport	Public road
Authority use	Transport purposes (goods)	Parking bay/parking garage	Railway use
Filling station/service station	Extramural facility	Place of assembly	Restaurant
Backpacker establishment	Warehouse	Place of education	Service trade
Freestanding base telecommunication station	Function venue/place of entertainment/ tourist facilities	Place of entertainment	Shop
Business premises	Parking garage	Plant nursery	Tertiary educational institution
Funeral parlour	Heritage resource	Postal agency	Training centre
Church/place of worship	Hostel	Private outdoor space	Transport purposes (passengers)
Gambling place	Hotel	Private road	Utility installation
Clinic	Indoor sport	Proclaimed road	Wellness centre
Helicopter landing pad	Industry	Professional service	Welfare institution
Clubhouse	Liquor store	Public institution	
Hospital	Loading bay		
Commercial gymnasium	Market		
Motor vehicle fitment centre	Medical consulting rooms		
Commercial services	Museum		
Motor vehicle repair centre			
Community residential building			
Motor showroom			
Commune			
Old age home			
Conference facility			
Renewable energy installation			
Day care centre			

Note to table: The ATC overlay zone establishes an additional layer of inherent primary and consent use rights as listed in above Table to facilitate development. The consent uses, listed in the Table above, may also be applied to the existing use rights of the base zonings and uptake of these rights, also does not require the submission of a consent use application. An overlay zone does not automatically change the base zone of the properties to which it relates, and the existing use rights of the base zone will remain applicable and in force up until the use rights of the overlay zone is exercised. The use rights of the overlay zone may be exercised in accordance with the approval of a site development plan and/ or a building plan, after satisfying any related performance criteria like development parameters, infrastructure requirements and the payment of development charges.

7.8.3	**REQUEST TO UNDERTAKE PUBLIC PARTICIPATION PROCESS ("PPP") IN RESPECT TO AMEND THE STELLENBOSCH MUNICIPALITY EVENTS BY-LAW, 2024**

Collaborator No: **770264**
IDP KPA Ref No: **Good Governance and Compliance**
Meeting Date: **24 July 2024**

1. SUBJECT: REQUEST TO UNDERTAKE PUBLIC PARTICIPATION PROCESS ("PPP") IN RESPECT TO AMEND THE STELLENBOSCH MUNICIPALITY EVENTS BY-LAW, 2024

2. PURPOSE

To provide Council with the pertinent facts in order to approve that the Amended Stellenbosch Municipality Events By-Law, 2024 be advertised for a period of thirty (30) days to obtain public comments in respect of the subject By-Law.

3. DELEGATED AUTHORITY

Council

4. EXECUTIVE SUMMARY

Stellenbosch Municipality updated the 2016 Events By-Law due to a number of concerns that were raised by Local Tourism Organisations and stakeholders within the tourism fraternity regarding the outdated bylaw and the tedious land use application processes. The aim of the Stellenbosch Municipality Events By-Law is to create a framework that facilitates the organisation of events whilst contributing in a sustainable manner toward growth in job creation, investments, and social inclusivity.

The 2024 Stellenbosch Municipality Events By-Law was approved by Council on 24 April 2024 and has been promulgated for implementation.

5. RECOMMENDATIONS

(a) that Council **take note** of the amendments to the Stellenbosch Municipality Events By-Law promulgated on 24 June 2024, attached as Appendix 1 to this report;

(b) that Council **approve** that the Amended Stellenbosch Municipality Events By-Law, be advertised for public comment for a period of thirty (30) days; and

(c) that the Item return to Council after the public participation process for consideration.

6. DISCUSSION / CONTENTS

6.2 Background

The Stellenbosch Municipal Area is known for hosting of major local, national and international events. Stellenbosch Municipality plays an important role in regulating events, events organisation and the facilitation and provision of services at events.

The updated Events By-Law was approved by Council during the 22nd Council Meeting on 24 April 2024. Following the approval of the By-Law, the Community and Protection Services Directorate was confronted by many challenges which resulted from the misinterpretation of the Events By-Law.

6.2 Discussion

Events are established occurrences within the Cape Winelands and contributes significantly to the appeal of the Municipal Area as a tourist destination. Hosting of events in the Stellenbosch Municipality boosts the local economy by attracting visitors who spend money on accommodation, dining, transportation, shopping and entertainment. This influx of spending benefits local businesses and contribute to the overall economic growth of the host community.

Subsequent to the approval of the 2024 Stellenbosch Municipality Events By-Law, the Directorate for Community and Protection Services approached the Directorate Planning and Economic Development to raise their concerns regarding the misinterpretation of the By-Law by the general public.

A follow-up meeting took place on 27 May 2024 between the relevant departments to further review the Events By-Law and provide clarity on the items that are misunderstood by the public. During the meeting the following amendments were proposed to the approved Events By-Law:

Amendment	**Reason for amendment**
Pg 3 Clause 1: **Definitions** 1. Clause 1(e): - remove **negative**	The Events Office is not able to determine what type of impact the filming activity will have on the traffic.
2. Clause 1 (e): - include: *For filming related applications refer to the Stellenbosch Municipality Filming By-Law*	Timeframes for application processing will differ (weather permitting) from Events applications.
Pg 5-6 Clause 2: **Application of this By-Law** 1. include as clause 2 (a): - *Applications for all types of events must be submitted to the Events Office for consideration*	The Events office has the right to determine whether an application (of an event less than 200 persons) requires a permit.
2. New clause 2 (c)(i): will be amended as follows: events less than 200 persons in attendance where there is no amplified sound, no temporary	When the preparation and selling of food takes place at an event, a health certificate is required.

structures (greater than 100m² in size per structure) to be used, no *preparation and or selling of food and does not have an impact on vehicular traffic.*	If an event of fewer than 200 persons should have an impact on the traffic, the relevant department must be consulted.
3. remove: clause 2 (c) *from (ii) – (ix)*	Additions will be removed to avoid confusion and misinterpretation of the application of the By-Law.
4. New clause 2 (d) (i) – (ii) Replace Law Enforcement Officer with Authorised Officer	
5. New clause 2 e(ii): Rephrase as follows – *owners or managers of purpose-built venues must submit their programme of events to the Events Office prior to events taking place.*	This will ensure that the event office is always informed of events taking place at purpose-built venues. Owners and managers of purpose-built venues do not have to apply but simply notify the events office.
6. Include 2 (e)(vi): - there is no temporary structure erected	
7. Include as 2 (f) - The Events office has the right to classify an application as an event and implement the necessary processes to be adhered to.	To ensure that events are compliant at all times.

6.3 Financial Implications

None. The bylaw has been drafted using the resources within the Municipality.

6.4 Legal Implications

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

6.5 Staff Implications

This report has no additional staff implications to the Municipality.

6.6 Previous / Relevant Council Resolutions:

18TH COUNCIL MEETING: 2023-11-29: ITEM 11.8.2

RESOLVED (majority vote)

(a) that Council takes note of the draft Stellenbosch Municipality Events By-Law, 2023, attached as **APPENDIX 1** to this report, and

(b) that Council approves that the draft Stellenbosch Municipality Events By-Law, 2023, be advertised for public comment for a period of thirty (30) days, whereafter same be resubmitted to Council for final consideration and

subsequent approval in terms of the Local Government Municipal Systems Act No.32 of 2000.

22ND COUNCIL MEETING: 2024-04-25: ITEM 11.8.2

RESOLVED (majority vote with 1 abstention)

(a) that Council take note of the final Draft Stellenbosch Municipality Events By-Law which was advertised for a period of thirty (30) days and that copies of the proposed By-Law were placed at the venues as indicated in the advertisement, copy attached as **APPENDIX 2** to this report,

(b) that Council **approve and adopts** the final Draft Events By-Law, attached as **APPENDIX 1**, and

(c) that Council **approves** that the final Draft Events By-Law be promulgated.

6.7 Risk Implications

The risks are addressed through the content of the report.

APPENDICES

Appendix 1: Amended Stellenbosch Municipality Events By-Law,2024.

FOR FURTHER DETAILS CONTACT:

NAME	Joh-ne Jansen
POSITION	***Senior Economic Development Officer***
DIRECTORATE	***Planning and Economic Development***
CONTACT NUMBERS	***021 808 8144***
E-MAIL ADDRESS	***joh-ne.jansen@stellenbosch.gov.za***
REPORT DATE	***16 July 2024***

APPENDIX 1

STELLENBOSCH MUNICIPALITY

EVENTS BY-LAW, 2024

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STELLENBOSCH MUNICIPALITY: EVENTS BY-LAW

PURPOSE AND OBJECTIVES

To provide for the management and regulation of events within the jurisdiction of the Stellenbosch Municipality: to provide for the enforcement of this By-Law; and to provide for matter incidental thereto.

PREAMBLE

WHEREAS the Stellenbosch Municipality recognizes that the hosting of events is a significant part of its competitive strategy and acknowledges that events have an important role to enhance cultural and social cohesion in communities, support urban rejuvenation and economic growth.

WHEREAS the Stellenbosch Municipality aims to regulate holding of events in a manner that ensures proper management thereof;

WHEREAS the Stellenbosch Municipality wishes to support the co-ordination and collaboration between all role-players, to promote partnerships and to enhance the impact of events in the municipality;

WHEREAS the Stellenbosch Municipality wants to ensure that events happen safely and securely in a coordinated manner in its jurisdiction;

AND WHEREAS the Stellenbosch Municipality wants to ensure that events take place safely and securely in a coordinated manner through a clear collaboration between Law Enforcement, Fire Services, the South African Police Services, Disaster Management, District Municipality, Traffic Services and other related emergency and safety organisations;

AND NOW THEREFORE, BE IT ENACTED by the Stellenbosch Municipality, as follows:—

CHAPTER 1

DEFINITIONS AND APPLICATIONS

1. Definitions

In this By-Law, unless the context otherwise indicates-

"authorised municipal official" means the Municipal Event Officer, a member of the Municipal Event Committee, a municipal law enforcement officer, and any other person who is delegated as contemplated in section 41 of the South African Constitution to execute a power, function or duty related to the provisions of this By-Law

"Council" means the council of the Stellenbosch Municipality or any political structure, political office, councillor or any staff member acting under the council's delegated or sub-delegated authority

"event" means-

(a) any sporting, recreational, entertainment, including live entertainment or event acts;

(b) any educational, cultural or religious event;

(c) any business event including marketing, public relations and promotional events, or exhibition events;

(d) any charitable event, including any conference, organizational event or community event;

(e) any filming which is of such a nature that it may have an ~~negative~~ impact on vehicular or pedestrian traffic or may attract crowds (please refer to the Stellenbosch Municipality Filming By-Law for filming related applications);

(f) any similar event or activity hosted at a stadium, public place, venue or along a route or within its precinct.

"event organizer" means a person who submits an application to hold an event in terms of this By-Law whether he or she submits the application for himself or herself or on behalf of another person, body or organization;

"events committee" a committee represented by officials from affected municipal department who meet on an ad hoc basis to consider event applications and make recommendations to the Event Organizer;

"events policy" means the Events Policy of the Stellenbosch Municipality;

"Event Permit Officer" means the head of Stellenbosch Municipality events permit office or any other official delegated by him or her;

"Law Enforcement Officers" officials of the Municipality involved in law enforcement;

"Municipal Manager" means the person appointed as Municipal Manager in terms of section 82 of the Local Government: Municipal Structures Act, 1998 (Act No. 117 of 1998)

"permit" means a permit issued by the Events Coordinator for the holding of events;

"public place" means -

(a) any public land, square, public swimming, bath, public resort, public recreation site, zoological, botanical or other public garden, park or hiking trail, including any portion thereof and any facility or apparatus therein or thereon, as well as any public open space, public road, road reserve, reserve street, lake, dam, or river;

(b) any public building, structure, hall, room or office including any part thereof and any facility or apparatus therein, which is the property of, or possessed, controlled or leased by Stellenbosch Municipality and to which the general public has access, whether on payment of admission fees or not;

(c) any nature conservation area including – nature reserves, protected natural areas, nature conservation worthy areas, natural open spaces.

"public land" means all property owned by government;

"purpose-built venue" means a building, structure, or premises, specifically built, zoned and suitable for the holding of specific events;

"stakeholder" includes any person, organization, entity or body who is affected or has a role to play in the management or holding of an event;

"safety officer" means a person appointed in terms of Regulation 6 of the (Occupational Health and Safety Act 85 of 1993) to assist with the oversight of the safety and security risk management of the event.

"this By-Law" includes the Schedules hereto;

"venue" means any open space, enclosed or semi-enclosed temporary structure or permanent structure, whether a private dwelling or not–

(a) within which a temporary or permanent structure may be erected, where an event is to be hosted; and

(b) which, for the purposes of any categorization, designation and certification of an event may consist of —

(i) seating for spectators, attendees or an audience; or
(ii) a field of play or a permanent or temporary podium or other area within a venue, reserved for the purposes of hosting an event;
(iii) purpose built venue correctly zoned, built and suitable for the holding of specific events;

"venue owner" means any person or legal entity that, now or in the future, will directly or indirectly own, lease, rent, acquire or exercise the powers of an owner or occupier of a venue used for events.

"ward committee" means the ward committee as established by Stellenbosch Municipality form time to time and chaired by the respective appointed ward councillors

2. Application of this By-Law

(a) Applications for all types of events must be submitted to the Event Office for consideration.

(b) This By-Law applies to any event held within the area of jurisdiction of Stellenbosch Municipality, including events held on both private land and public land, provided that where an event is held on private land, subject to any other applicable legislation, it has an impact on the resources of the Municipality and the surrounding community.

~~(b)~~(c) This By-Law does not apply to –

(i) events less than 200 persons in attendance where there is no amplified sound, no ~~or~~ temporary structures (greater than 100m² in size per structure) to be used, no preparation and or selling of food and does not have an impact on vehicular traffic;
(ii) ~~actions falling under the provisions of the Regulation of Gatherings Act (Act 205 of 1993) as amended, for which a system of approval is already in place;~~
(iii) ~~public participation or meetings held by ward councillor;~~
(iv) ~~small events such as family and community events held on private property or purpose-built venues, subject to any other legislation;~~
(v) ~~funeral and funeral processions, events held at a purpose-built venue or the grounds of any school, playground, place of worship, hotel and/or any other conference facility, athletic field, arena, auditorium or similar;~~
(vi) ~~permanent place of assembly when used for events normally held in or at such venues; provided that this exclusion does not apply to events or parts of events held outside the venue or building, or which by their nature, size or impact are considered outside the normal use parameters for the venue;~~
(vii) ~~sport fixtures and events regulated by the Safety at Sports and Recreational Events Act No.2 of 2010;~~
(viii) ~~Weddings held at wedding venues established for purposes of weddings or at a community hall or similar entertainment facility, and wedding processions,~~

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~~which fall outside the boundaries of an environmentally protected area;~~

~~(ix) Cultural rituals held by cultural groups and families in the community.~~

~~(c)~~(d) Notwithstanding subsection (2), the Events Permit Officer or a Law Enforcement Officer may —

(i) when the Events Permit Officer or an ~~Law Enforcement Officer~~ Authorised Officer finds that this By-Law is, or likely to be, contravened by an event organizer; or

(ii) when a stakeholder affected by the impact and risk attached to an event files a complaint with the Event Permit Officer or an Authorised Officer~~Law Enforcement Officer~~, issue a compliance notice to the Event Organiser in terms of section 8 and act in terms of this By-Law.

~~(d)~~(e) Purpose-built venues are excluded from this By-Law in respect of events normally held in such venue, provided that –

(i) this exclusion does not apply to events or parts of events held outside the venue or building or which by their nature, size or impact are considered outside the normal use parameters for the venue;

(ii) owners or managers of purpose-built venues must submit their programme of events ~~an application~~ to the Events Permit Office prior to the events taking place; ~~for approval of their events programmes which shall be valid for one year~~;

(iii) the Events Permit Officer may, from time to time, issue directives regarding specific or special application process for any specific or special event which may vary in respect of the criteria referred to in section 6;

(iv) in the event of a conflict between this By-Law and any other By-Law of the Municipality this By-Law shall prevail regarding the management and holding of events;

(v) this By-Law does not apply to the holding of public gatherings and demonstrations as provided for in terms of the Regulation of Gatherings Act, 1993 (Act No. 205 of 1993).

(vi) There is no temporary structure erected.

(f) The Events Office has the right to classify an application as an event and implement the necessary processes to be adhered to.

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CHAPTER 2

APPLICATION PROCESS, REQUIREMENTS, DECISIONS AND ENFORCEMENT

3. Submission of applications for approval to hold or stage events

(a) A formal application to stage an event must be made by the event organizer to the Events Permit Officer and submitted –

(i) by a person who is at least 18 years old;
(ii) in a form and or manner as prescribed by the Events Permit Officer;
(iii) within the time frames as prescribed in Schedule 2 of this By-Law;
(iv) by a person or on behalf of a person who possesses the necessary capacity and resources.

(b) The application must include all information required as indicated in the prescribed form and any additional information as may be requested by the Stellenbosch Municipality.

(c) All applications must be accompanied by proof of payment of the applicable fees and deposit payable for the event.

(d) In the event of failure to submit the information referred to in subsection 3(b) and proof of payment in terms of subsection 3(c) an application will not be considered in terms of this By-Law.

4. Requirements and conditions

(a) No person may hold or stage any event without obtaining a permit referred to in section 5(c).

(b) An application for an event must comply with the provisions of this By-Law and contain such information as indicated in the prescribed application form as set out in the Schedule 3.

(c) The Event Organiser may not advertise/market or sell tickets for the planned event before an application is submitted to the Municipality and the Event Permit Officer has informed the Event Organiser in writing that the application has been approved in terms of section 5(a).

(d) The Event Organiser is required to apply separately and within the required timeframe to the National Commissioner of the South Africa Police Services for a risk categorisation as contemplated in the Safety at Sports and Recreational Events Act, 2010 (Act No.2 of 2010).

(e) Payment of an administration fee and or applicable tariffs determined by the Municipality must be required from the Event Organiser ahead of approval of an application for an event.

(f) The Events Permit Officer must ensure that consultation with relevant stakeholders identified by the Municipality is undertaken by the event organizer.

(g) The Event Permit Officer must, in terms of the Event Policy and depending on the nature of the event, ensure that consultation takes place with the Events Committee, which will include an official form the municipality's environmental services department; and with any other relevant stakeholder, including the relevant ward councillor.

(h) The Events Permit Officer must satisfy him /or herself by written documentation that the relevant zoning scheme, environmental legislation and all health and safety regulations are complied with; that adequate public liability insurance cover, and that appropriate indemnity cover is obtained for an event by the Event Organiser. Similarly, where an activity which may put the public at risk will be triggered, proof of appropriate specialized risk insurance, blanket liability or work cover must be provided to the Events Permit Officer by the Event Organiser.

(i) The Council must, as part of its budgeting process in terms of the Local Government: Municipal Finance Management Act, 2003 (Act No. 56 of 2003), determine tariffs and deposits payable for events.

(j) The Municipality shall not, in respect of any planning for an event, application, approval or permit issued for an event in terms of this By-Law, be held liable for any-

(i) damage to or loss of any property of the Event Organizer; or
(ii) costs incurred by an Event Organizer or any third party;

(k) The event organizer, or the venue owner shall be liable for the cost of any service provided by the municipality for or in respect of an event.

Safety Officer

The Event Organiser must appoint a safety officer for the event.

(a) The responsibility for the safety of all present at the event lies primarily with the Event Organiser;

(b) The safety officer is tasked with monitoring and maintaining a safe environment for the duration of the event, including the set-up and breakdown of stages of the event;

(c) The areas of responsibility of the safety officer include operational safety, occupational health and safety compliance and hygiene management;

(d) The safety officer maintains the right to halt any event should he/she identify a significant risk threatening the safety of any individual present at the event;

(e) The mandate of the safety officer includes the event venue as well as all associated facilities;

(f) The safety officer is required to be on-site for the entire duration of the event, including the set-up and breakdown stages of an event;

(g) The safety officer is to reasonably identify any risks or dangers and recommend suitable mitigation and management measures to the Event Organiser;

(h) The safety officer is responsible for ensuring that the event-specific written safety and security plan is adhered to.

5. Decisions on events

(a) The Events Permit Officer must approve or decline an application for an event within a reasonable time in terms of this By-Law.

(b) Once a decision has been taken in terms of subsection 5(a) the applicant must be informed thereof in writing.

(c) Where an application for an event has been approved, the Events Permit Officer must issue a permit specifying the conditions applicable to the event.

(d) The Event Organizer must make sure that the permit is available at the venue for inspection at all stages and at all times of the event, and that any additional licences, including liquor licences can be clearly displayed in public.

(e) Where an application for an event has been declined, reasons for the decision must be communicated to the applicant in writing, and the applicant must be informed of his/her right to appeal the decision in terms of section 62 of the Municipal Systems Act.

(f) The Event Permit Officer may decline an application for an event permit where–

(i) an event application is received outside of the prescribed timeframes;
(ii) the event clashes with another event;
(iii) the event safety and security plan is deemed insufficient by the Municipality's services;
(iv) the event is not approved by the South African Police Services;
(v) the event is non-compliant with applicable legislation; or
(vi) any other factor which, in the opinion of the Event Permit Officer, may negatively impact on the –

- safe conclusion of an event; or
- human or other resources of Stellenbosch Municipality.

6. Evaluation Criteria

(a) The Events Permit Officer must ensure that applications for staging an event are considered in accordance with the following criteria, where applicable:

(i) the type and size of an event;
(ii) the impact of the event in terms of the strategic fit to the Events Policy;
(iii) the impact of the event on municipal services including services relating to noise control, traffic, parking, local amenities, public places, health and all incidental services affected by the holding of the event, logistical aspects, as well as marketing, economic, social and environmental objectives;
(iv) whether the proposed use of the land complies with the applicable zoning scheme and any conditions applicable thereunder;
(v) the safety and security risk management of the event in respect of the event plan, logistics, location, site design and other activities taking place near or at the event venue and other threats to the event. The risk assessment will include, but not limited to, obtaining details of the evacuation routes, emergency plans, site plans of access, and the inference of public open space;
(vi) that the event complies with all applicable legislation;
(vii) the impact of the event on the environment;
(viii) Previous offences

(b) The criteria referred to in subsection 6(a) must be considered in respect of-

(i) the review and assessment of events;
(ii) the decision processes for event applications;
(iii) prioritisation of events;
(iv) the type and level of support to be provided by the Municipality for events; and
(v) the services to be provided by the Municipality to events.

(c) The Events Permit Officer may impose reasonable conditions to the permit to protect the environment and the health, safety and welfare of the public pertaining to:

(i) Location and hours during which the event may be held;
(ii) Sanitation, ablution facilities and availability of water;
(iii) Security and crowd management;
(iv) Parking and traffic issues;
(v) Emergency and medical services;
(vi) Clean-up of premises and surrounding area and waste disposal;

(vii) Insurance;
(viii) Lighting;
(ix) Fire services and safety;
(x) Temporary construction, barricades and fencing;
(xi) Removal of advertising and promotional materials after the event;
(xii) Noise levels.
(xiii) Any other conditions pertaining to the Event
(xv) The environmental impact.

7. Holding of an event

(a) An Event Organizer whose applications have been approved in terms of this By-Law are responsible for the event and must ensure that —

(i) the event is held in compliance with the provisions of this By-Law, the conditions imposed by the Events Permit Officer and does not contravene any other law;
(ii) the conduct of persons attending an event and the activities undertaken or carried out at the event do not negatively impact on affected communities and the environment during such an event;
(iii) any compliance notice issued by the Events Permit Officer in terms of section 8 is complied with.

8. Compliance notice

(a) When the Events Permit Officer or a Law Enforcement Officer finds that a provision of this By-Law is being or has been contravened by an Event Organizer or that a condition has arisen that has the potential to lead to a contravention of this By-Law or any other law, he or she –

(i) may issue a compliance notice to the Event Organizer; or
(ii) may, on receipt of information from an authorized official relating to the contravention of this By-Law or any other law in respect of the holding or staging of an event, issue a compliance notice to the Event Organiser.

(b) A notice issued in terms of subsection 8(a) must state —

(i) the provision of the By-Law; that is being contravened or will be contravened if the condition is allowed to continue;
(ii) the measures that must be taken to rectify the condition; and
(iii) the time period in which the notice must be complied with.

(c) If an Events Organiser on whom notice was served in terms of subsection 8(a), fails to comply with the requirements of the notice, the Event Permit Officer, a Law Enforcement Officer or an authorized official may, for the purposes of this By-Law, take

such steps as may be necessary to rectify the condition at the cost of the Event Organizer.

(d) A person who fails to comply with a compliance notice issued in terms of subsection 8(a) commits an offence.

(e) The municipality shall, in respect of a person who fails to comply with a compliance notice in respect of one or more events –

(i) keep a record of non-compliance and consider any appropriate action as may be required;
(ii) require an increased deposit from the person for future events to be held or staged by such person; and
(iii) require proof of measures in place to ensure compliance of this By-Law where the party defaulted at a former event.

9. Inspections and right of access

(a) The Events Permit Officer, an authorized official or a law enforcement officer may conduct inspections of a venue after the submission of an application as well as during and after the staging or holding of an event to determine compliance with this Bylaw and the conditions made;

(b) The Events Permit Officer or a law enforcement officer has a right of access to or over any venue for the purposes of —

(i) performing all necessary acts or required to be done by the municipality under this By-Law,
(ii) ascertaining whether there is or has been a contravention of the provisions of this By-Law; and the conditions made subject to the approval of the event application
(iii) enforcing compliance with the provisions of this By-Law.

(c) An Events Permit Officer, an authorized official, or a law enforcement officer may require such owner or occupier to provide, at any reasonable date and time access to such property to a person and for a purpose referred to in subsection 9(b).

10. Suspension and revocation of permit

(a) The Event Permit Officer, may, where the Event Organizer fails to comply with a compliance notice issued in terms of section 8, by notice in writing to the Event Organiser —

(i) suspend the permit immediately until the Event Organiser has complied with the compliance notice;

(ii) revoke the permit and take such steps as may be necessary in terms of this By-Law, for which costs incurred by the Municipality, the Event Organiser shall be liable; or

(iii) on receipt of information from a Law Enforcement Officer or an authorised official relating to failure to comply with a compliance notice, suspend or revoke the permit of an Event Organizer.

(b) The Municipality may, where the Events Permit Officer has acted in terms of subsection 10(a), withhold the deposit paid by the Event Organizer for an event as security for the payment of such costs.

CHAPTER 3

GENERAL PROVISIONS

11. Agreements and Partnerships

(a) The Municipality may enter into such agreements and partnerships with Event Organizers as may be necessary for the holding and management of events in terms of this By-Law.

(b) The Municipality may, under an agreement or partnership contemplated in subsection 11(a), provide support either logistically, financially or both to specific events which are aligned to the strategic objectives of the Municipality.

(c) The agreements and partnerships contemplated in subsection 11(a) must provide for service levels which must be met by the parties in order to ensure compliance with this By-Law and the Municipal Finance Management Act, 2003 (Act No. 56 of 2003).

(d) Notwithstanding the provisions of this By-Law relating to offences and penalties, an agreement concluded in terms of this section may provide for penalties for which an Event Organizer shall be liable in the event of non-compliance therewith.

12. Delegations

(a) The Events Permit Officer may delegate any of the powers conferred on him or her either in whole or in part under this By-Law to any other competent official of the Municipality.

(b) The Municipal Manager may appoint competent officials in the employment of the Municipality as authorised officials to enforce the provisions of this By-Law.

13. Right of Appeal

(a) Parties to a dispute arising from a conflict in terms of this By-Law must attempt to resolve such conflict before exercising the right of appeal contemplated in subsection (b) through consultation with each other.

(b) The Events Permit Officer have the right to decline an application, if the application is incomplete and does not meet the timeframes as set out in Schedule 3.

(c) The Event Organizer may appeal against a decision where his or her application to hold an event has been declined.

(d) The Appeal Committee will attend to appeals prior to the submission of such appeals in writing to the Municipal Manager within a period as indicated in Schedule 2 in relation to the type of event concerned.

(e) The application which is a subject of appeal must be decided in terms of section 5 before the appellant may lodge an appeal within the applicable timeframes set out in Schedule 2.

(f) An appeal lodged in terms of this section must be considered and decided within such time as indicated in Schedule 2 in relation to the type of event concerned.

(g) The Municipal Manager may delegate any official of the Municipality to consider and decide on appeals referred to in subsection 13(b).

14. Indemnity

(a) The Event Organiser must provide –

(i) evidence, to the satisfaction of the Event Permit Officer, of appropriate indemnity cover; and
(ii) where an activity which may put the public at risk will be involved, evidence to the satisfaction of the Events Permit Officer of appropriate specialised risk insurance, public liability insurance or work cover must be provided.

(b) The Municipality shall not be liable for any costs, including any damage or loss incurred or suffered as a result of an event held without an approval in terms of this By-Law.

(c) Event owners shall be held liable for any damages to the municipality's property resulting from the holding of an event.

15. Offences and Penalties

(a) Any person who-

(i) holds an event without a permit in contravention of section 4(a);
(ii) is an Event Organiser and whose application to hold an event has been approved, fails to comply with any provision of this By-Law, any condition made subject to the approval of the event application; or contravenes a provision of any other law for which the municipality is responsible for implementation and enforcement, in contravention of section 7(a)(i);
(iii) fails to ensure that the conduct of persons attending an event and the activities undertaken or carried out at an event do not disturb the neighbouring community, residents, or the environment in contravention of section 7(a)(i);
(iv) fails to comply with the compliance notice issued by the Events Permit Officer or a Law Enforcement Officer in terms of section 8(a)(i) or (ii), in contravention of section 7(a)(iii), shall be guilty of an offence.

(b) A person who commits an offence in terms of this By-Law shall, on conviction, be liable –

(i) in the case of an offence referred to in subsection 15(a)(i) or (ii). To a fine as the court may deem fit to impose or to imprisonment for a period not exceeding twelve months, or to both such fine and such imprisonment;
(ii) in the case of an offence referred to in subsection 15(a)(iii), to such fine as the court may deem fit to impose or to imprisonment for a period not exceeding five years, or to both such fine and such imprisonment;
(iii) in the case of an offence referred to in subsection 15(a)(iv), to such fine as the court may deem fit to impose or to imprisonment for a period not exceeding 10 years, or to both such fine and imprisonment.

16. Short title

This By-Law is called Stellenbosch Municipality: Events By-Law,2024.

7.9	**COMMUNITY SERVICES:(PC: CLLR X KALIPA)**

NONE

7.10	**RURAL MANAGEMENT: (PC: CLLR J JOON)**

NONE

7.11	**MUNICIPAL MANAGER**

7.11.1	**SIGNED PERFORMANCE AGREEMENTS 2024/25 OF THE MUNICIPAL MANAGER AND MANAGERS DIRECTLY ACCOUNTABLE TO THE MUNICIPAL MANAGER (THE CFO AND DIRECTORS)**

Collaborator No: **770191**
IDP KPA Ref No: **Good Governance and Compliance**
Meeting Date: **24 July 2024**

1. SUBJECT: SIGNED PERFORMANCE AGREEMENTS 2024/25 OF THE MUNICIPAL MANAGER AND MANAGERS DIRECTLY ACCOUNTABLE TO THE MUNICIPAL MANAGER (THE CFO AND DIRECTORS)

2. PURPOSE

To submit to the Council, for notification, the following:

(a) The signed Performance Agreements 2024/25 of the Municipal Manager and Managers Directly Accountable to the Municipal Manager (the Chief Financial Officer (CFO) and Directors).

3. DELEGATED AUTHORITY

Council.

4. EXECUTIVE SUMMARY

According to Section 57(2) of the Local Government: Municipal Systems Act, 2000 (Act No. 32 of 2000) (MSA), the performance agreement(s) must be concluded annually:

"(a) …within one month after the beginning of each financial year of the municipality."

The Local Government: Municipal Finance Management Act, 2003 (Act No. 56 of 2003) (MFMA) additionally mandates the prompt submission of the signed performance agreements to the Council.

The Performance Agreements 2024/25 were developed in consultation with the Municipal Manager, CFO, and Directors and signed on 25 June 2024.

5. RECOMMENDATION

that the signed Performance Agreements 2024/25 of the Municipal Manager, the CFO, and the Directors be noted.

6. DISCUSSION

6. 1 Background

Regulation 4(4)(a) of the Local Government: Municipal Performance Regulations for Municipal Managers and Managers Directly Accountable to Municipal Managers, 2006, requires that a separate performance agreement be signed within ninety (90) calendar

days after the assumption of duty and annually within one month after the commencement of the new financial year.

The performance agreements 2024/25 of the Municipal Manager, the CFO, and the Directors were concluded on 25 June 2024. Hence, the municipality complied with Regulation (4)(4)(a) of the Local Government: Municipal Performance Regulations for Municipal Managers and Managers Directly Accountable to Municipal Managers, 2006.

6.2 Financial Implications

There are no financial implications beyond that which has been provided for in the 2024/25 MTREF Budget.

6.3 Legal Implications

According to Section 57(2) of the MSA, the performance agreement/s must be concluded annually: "(a) …within one month after the beginning of each financial year of the municipality."

In terms of Section 53(3)(b) of the MFMA the Executive Mayor must ensure that the performance agreements are *"…submitted to the council and the MEC for local government in the province."*

The MFMA also requires the municipality, in terms of Section 53(3)(b), to make public the signed performance agreements.

According to Regulation 23 of the Local Government: Municipal Performance Regulations for Municipal Managers and Managers Directly Accountable to Municipal Managers, 805 of 2006, the purpose of the agreement is to:

"(1) comply with the provisions of Section 57(1)(b),(4A), (4B), (46) and (5) of the Act as well as the employment contract entered into between the parties;

(2) specify objectives and targets defined and agreed with the employee and to communicate to the employee the employer's expectations of the employee's performance and accountabilities in alignment with the Integrated Development Plan, Service Delivery and Budget Implementation Plan (SDBIP) and the Budget of the municipality;

(3) specify accountabilities as set out in a performance plan, which forms an annexure to the performance agreement;

(4) monitor and measure performance against set targeted outputs;

(5) use the performance agreement as the basis for assessing whether the employee has met the performance expectations applicable to his or her job;

(6) in the event of outstanding performance, to appropriately reward the employee; and

(7) give effect to the employer's commitment to a performance-orientated relationship with its employee in attaining equitable and improved service delivery."

Regulation 4(4)(a) of the Local Government: Municipal Performance Regulations for Municipal Managers and Managers Directly Accountable to Municipal Managers, 2006, requires that a separate performance agreement be signed within ninety (90) calendar days after the assumption of duty and annually within one month after the commencement of the new financial year.

6.4 Staff Implications

This report has no staff implications for the municipality.

6.5 Risk Implication

None

6.6 Comments from Senior Management

6.6.1 Director: Community and Protection Services

Supported

6.6.2 Chief Financial Officer

Supported

6.6.3 Director: Infrastructure Services

Supported

6.6.4 Director: Corporate Services

Supported

6.6.5 Director: Planning and Economic Development

Supported

6.6.6 Comments from the Municipal Manager

Supported

ANNEXURES

Performance Agreements 2024/25 for:

- Geraldine Mettler- Municipal Manager (Annexure 1);
- Kevin Carolus – Chief Financial Officer (Annexure 2);
- Annalene de Beer- Director: Corporate Services (Annexure 3);
- Anthony Barnes- Director: Planning and Economic Development (Annexure 4);
- Preshane Chandaka: Infrastructure Services (Annexure 5); and
- Gary Boshoff – Director: Community and Protection Services (Annexure 6).

FOR FURTHER DETAILS CONTACT:

NAME	Gary Boshoff
POSITION	Acting Municipal Manager
DIRECTORATE	Office of the Municipal Manager
CONTACT NUMBERS	021 808 8025
E-MAIL ADDRESS	mm@stellenbosch.gov.za
REPORT DATE	12 July 2024

ANNEXURE 1

STELLENBOSCH

STELLENBOSCH • PNIEL • FRANSCHHOEK

MUNISIPALITEIT • UMASIPALA • MUNICIPALITY

Performance Agreement

2024/25

Municipal Manager

PERFORMANCE AGREEMENT

MADE AND ENTERED INTO BY AND BETWEEN
STELLENBOSCH MUNICIPALITY AS HEREBY REPRESENTED BY:

THE EXECUTIVE MAYOR
Cllr Adv Gesie Van Deventer
(herein and after referred to as the Employer**)**

AND

MUNICIPAL MANAGER
Ms Geraldine Mettler
(herein and after referred to as the Employee**)**

FOR THE FINANCIAL YEAR:

01 JULY 2024 – 30 JUNE 2025

Municipal Manager
Ms Geraldine Mettler

Executive Mayor:
Cllr Adv Gesie Van Deventer

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Municipal Manager
Ms Geraldine Mettler

Executive Mayor:
Cllr Adv Gesie Van Deventer

1. INTRODUCTION

1.1 The Employer, duly represented by **Cllr Adv Gesie Van Deventer**, in her capacity as the Executive Mayor has entered into a contract of employment with the Employee, **Ms Geraldine Mettler**, in terms of section 57(1)(a) of the Local Government: Municipal Systems Act 32 of 2000 ("the Systems Act"). The Employer and the Employee are hereinafter referred to as "the Parties";

1.2 Section 57(1)(b) of the Systems Act, read with the Contract of Employment concluded between the parties, requires the Parties to conclude an annual performance agreement;

1.3 The Parties wish to ensure that they are clear about the goals to be achieved, and secure the commitment of the Employee to a set of outcomes that will promote local government policy goals;

1.4 The Parties wish to ensure that there is compliance with Sections 57(4B) and 57(5) of the Systems Act;

1.5 In this Agreement, the following terms will have the meaning ascribed thereto:

1.5.1 "this Agreement" – means the performance agreement between the Employer and the employee and the Annexures thereto;

1.5.2 "the Executive Mayor" – means the **Executive Mayor** elected in terms of Section 55 of the Local Government: Municipal Structures Act 117 of 1998 ("the Structures Act") as represented by its chairperson, the Executive Mayor;

1.5.3 "the Employee" means the **Municipal Manager** appointed in terms of Section 54 (A) and 56 of the Systems Act;

1.5.4 "the Employer" means **Stellenbosch Municipality**; and

1.5.5 "the Parties" means the Employer and Employee.

2. PURPOSE OF THIS AGREEMENT

2.1 To comply with the provisions of Section 57(1)(b), (4B) and (5) of the Systems Act as well as the Contract of Employment entered into between the Parties;

2.2 To specify objectives and targets established for the Employee and to communicate to the Employee the Employer's expectations of the Employee's performance targets and accountabilities;

2.3 To specify accountabilities as set out in the Performance Plan (Annexure A);

2.4 To monitor and measure performance against set targeted outputs and outcomes;

2.5 To establish a transparent and accountable working relationship;

2.6 To appropriately reward the employee in accordance with section 11 of this agreement; and

2.7 To give effect to the Employer's commitment to a performance-orientated relationship with the Employee in attaining improved service delivery.

3. COMMENCEMENT AND DURATION

3.1 This Agreement will commence on **01 July 2024** and will remain in force until **30 June 2025** where-after a new Performance Agreement shall be concluded between the parties for the next financial year or any portion thereof;

3.2 The Parties will conclude a new Performance Agreement that replaces this Agreement at least once a year by not later than 31st of July of the succeeding financial year;

3.3 This Agreement will terminate on the termination of the Employee's contract of employment for any reason; and

3.4 The content of this Agreement may be revised at any time during the abovementioned period to determine the current applicability of the matters previously agreed upon.

4. PERFORMANCE OBJECTIVES

4.1 The Performance Plan (Annexure A) sets out –

4.1.1 The performance objectives and targets that must be met by the Employee;

4.1.2 The time frames within which those performance objectives and targets must be met; and

4.1.3 The core competency requirements (Annexure B – definitions) as the management skills regarded as critical to the position held by the Employee.

4.2 The performance objectives and targets reflected in Annexure A are set by the Employer in consultation with the Employee and based on the Integrated Development Plan, Service Delivery and Budget Implementation Plan (SDBIP) and the Budget of the Employer, and shall include:

4.2.1 Key objectives that describe the main tasks that need to be done;

4.2.2 Key performance indicators (KPIs) that provide the details of the evidence that must be provided to show that a key objective has been achieved;

4.2.3 Target dates that describe the timeframe in which the targets must be achieved; and

4.2.4 Weightings showing the relative importance of the key objectives to each other.

4.3 The Personal Development Plan (Annexure C) sets out the Employee's personal development requirements in line with the objectives and targets of the Employer; and

4.4 The Employee's performance will, in addition, be measured in terms of contributions to the goals and strategies set out in the Employer's Integrated Development Plan.

5. PERFORMANCE MANAGEMENT SYSTEM

5.1 The Employee agrees to participate in the performance management system that the Employer adopted for the employees of the Employer;

5.2 The Employee accepts that the purpose of the performance management system will be to provide a comprehensive system with specific performance standards to assist the employees and service providers in performing to the standards required;

5.3 The Employer will consult the Employee about the specific performance standards and targets that will be included in the performance management system applicable to the Employee;

5.4 The Employee undertakes to actively focus on the promotion and implementation of the Strategic Focus Areas (SFAs) (including special projects relevant to the employee's responsibilities) within the local government framework;

5.5 The criteria upon which the performance of the Employee shall be assessed shall consist of two components, SFAs and Competency Framework requirements as per the Local Government: Regulations on Appointment and Conditions of Employment of Senior Managers, both of which shall be contained in the Performance Agreement;

5.6 The Employee's assessment will be based on his performance in terms of the outputs / outcomes (KPIs) identified as per the attached Performance Plan (Annexure A), which are linked to the SFAs applicable to the Employee, and will constitute 80% of the overall assessment result as per the weightings agreed to between the Employer and Employee.

Table 1: Strategic Focus Areas

Strategic Focus Areas
SFA 1 – Valley of Possibility
SFA 2 - Green and Sustainable Valley
SFA 3 - Safe Valley
SFA 4 - Dignified Living
SFA 5 - Good Governance and Compliance

Municipal Manager
Ms Geraldine Mettler

Executive Mayor:
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5.7 The competency requirements for senior managers as per Regulation 9 of Local Government: Regulations on Appointment and Conditions of Employment of Senior Managers will make up the other 20% of the Employee's assessment score. The competencies will be assessed every six (6) months (January and July).

Table 2: Leading and Core Competencies

Leading and Core Competencies		
1.	Strategic direction and leadership	• Impact and influence • Institutional performance management • Strategic planning and management • Organisational awareness
2.	People management	• Human capital planning and development • Diversity management • Employee relations management • Negotiation and dispute management
3.	Programme and project management	• Programme and project planning and implementation • Service delivery management • Program and project monitoring and evaluation
4.	Financial management	• Budget planning and execution • Financial strategy and delivery • Financial reporting and delivery
5.	Change leadership	• Change vision and strategy • Process design and improvement • Change impact monitoring and evaluation
6.	Governance leadership	• Policy formulation • Risk and compliance management • Cooperative Governance
7.	Moral competence	• Core Competency
8.	Planning and organising	• Core Competency
9.	Analysis and innovation	• Core Competency
10.	Knowledge and information management	• Core Competency
11.	Communication	• Core Competency
12.	Results and quality focus	• Core Competency

6. PERFORMANCE ASSESSMENT

6.1 The Performance Plan (Annexure A) to this Agreement sets out –

6.1.1 The standards and procedures for evaluating the Employee's performance; and

6.1.2 The intervals for the evaluation of the Employee's performance.

6.2 Despite the establishment of agreed intervals for evaluation, the Employer may in addition review the Employee's performance at any stage while the contract of employment remains in force;

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Executive Mayor:
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6.3 Personal growth and development needs identified during any performance review discussion must be documented in a Personal Development Plan as well as the actions agreed to and implementation must take place within set time frames;

6.4 The Employee's performance will be measured in terms of contributions to the goals and strategies set out in the Employer's Integrated Development Plan (IDP) as described in 6.6 – 6.12 below;

6.5 The Employee will submit quarterly performance reports (SDBIP) and a comprehensive annual performance report at least one week prior to the performance assessment meetings to the Evaluation Panel Chairperson for distribution to the panel members for preparation purposes;

6.6 Assessment of the achievement of results as outlined in the performance plan:

6.6.1 Each KPI or group of KPIs shall be assessed according to the extent to which the specified standards or performance targets have been met and with due regard to ad-hoc tasks that had to be performed under the KPI;

6.6.2 A rating on the five-point scale shall be provided for each KPI or group of KPIs which will then be multiplied by the weighting to calculate the final score;

6.6.3 The Employee will submit his self-evaluation to the Employer prior to the formal assessment;

6.6.4 In the instance where the employee could not perform due to reasons outside the control of the employer and employee, the KPI will not be considered during the evaluation. The employee should provide sufficient evidence in such instances; and

6.6.5 An overall score will be calculated based on the total of the scores calculated above.

6.7 Assessment of the Competencies:

6.7.1 Each Competency shall be assessed in terms of the description provided in (Annexure B);

6.7.2 A rating shall be provided for each Competency which will then be multiplied by the weighting to calculate the final score; and

6.7.3 An overall score will be calculated based on the total of the scores calculated above.

6.8 Overall rating

6.8.1 An overall rating is calculated by adding the overall scores as calculated in 6.6.5 and 6.7.3 above; and

6.8.2 Such an overall rating represents the outcome of the performance appraisal.

6.9 The assessment of the performance of the Employee will be based on the following rating scales for SFAs and Competencies respectively:

6.9.1 Rating scale for SFAs - as mentioned in paragraph 5.6:

Table 3: Performance rating scale

Level	Terminology	Description
5	Outstanding performance	Performance far exceeds the standard expected of an employee at this level. The appraisal indicates that the Employee has achieved above fully effective results against all performance criteria and indicators as specified in the PA and Performance plan and maintained this in all areas of responsibility throughout the year.
4	Performance significantly above expectations	Performance is significantly higher than the standard expected in the job. The appraisal indicates that the Employee has achieved above fully effective results against more than half of the performance criteria and indicators and fully achieved all others throughout the year.
3	Fully effective	Performance fully meets the standards expected in all areas of the job. The appraisal indicates that the Employee has achieved effective results against all significant performance criteria and indicators specified in the PA and Performance Plan.
2	Not fully effective	Performance is below the standard required for the job in key areas. Performance meets some of the standards expected for the job. The review / assessment indicates that the employee has achieved below fully effective results against more than half the key performance criteria and indicators as specified in the PA and Performance Plan.
1	Unacceptable performance	Performance does not meet the standard expected for the job. The review / assessment indicates that the employee has achieved below fully effective results against almost all the performance criteria and indicators as specified in the PA and Performance Plan. The employee has failed to demonstrate the commitment or ability to bring performance up to the level expected in the job despite management efforts to encourage improvement.

6.9.2 Rating scale for Competencies -as mentioned in paragraph 5.7:

Table 4: Rating scale for Competencies

Level	Achievement Levels	Description
5	Superior	Has a comprehensive understanding of local government operations, critical in shaping strategic direction and change, develops, and applies comprehensive concepts and methods
4	Advanced	Develops and applies complex concepts, methods and understanding. Effectively directs and leads a group and executes in-depth analyses

Level	Achievement Levels	Description
3	Competent	Develops and applies more progressive concepts, methods and understanding. Plans and guides the work of others and executes progressive analyses
2	Basic	Applies basic concepts, methods, and understanding of local government operations, but requires supervision and development intervention
1	Sub Standard	Applies little to no basic concepts, methods, and understanding of local government operations.

6.10 For purposes of evaluating the performance of the Employee for the year-end reviews, an evaluation panel constituted of the following persons will be established–

6.10.1 Executive Mayor;

6.10.2 Mayor from another municipality;

6.10.3 Chairperson of the Performance Audit Committee or in his / her absence thereof, the Chairperson of the Audit Committee; and

6.10.4 The Member of the Mayoral Committee (Portfolio Chairperson).

6.10.5 A Member of a ward committee as nominated by the Executive Mayor.

6.11 The Executive Mayor will evaluate the performance of the Employee as at the end of the 1st, and 3rd quarters; and

6.12 The Executive Mayor will give performance feedback to the Employee within five (5) working days after each quarterly and annual assessment meeting.

7. SCHEDULE FOR PERFORMANCE REVIEWS

7.1 The performance of the Employee in relation to his performance agreement shall be reviewed on the following dates.

Table 5: Schedule for performance reviews

Quarter	Review Period	Review to be completed by
1	July - September	October / November 2024 (Informal)
2	October – December	January / February 2024 (Formal)
3	January – March	April / May 2024 (Informal)
4	April - June	After the receipt of the AGSA's Management Report

7.2 The Employer shall keep a record of the mid-year and year-end assessment meetings;

7.3 Performance feedback shall be based on the Employer's assessment of the Employee's performance;

7.4 The Employer will be entitled to review and make reasonable changes to the provisions of Annexure A from time to time for operational reasons. The Employee will be fully consulted before any such change is made; and

7.5 The Employer may amend the provisions of Annexure A whenever the performance management system is adopted, implemented, and / or amended as the case may be. In that case, the Employee will be fully consulted before any such change is made.

8. DEVELOPMENTAL REQUIREMENTS

8.1 The Personal Development Plan (PDP) for addressing developmental gaps is attached as Annexure C. Such a Plan may be implemented and / or amended as the case may be after each assessment. In that case, the Employee will be fully consulted before any such change or plan is made.

9. OBLIGATIONS OF THE EMPLOYER

9.1 The Employer shall-

9.1.1 Create an enabling environment to facilitate effective performance by the employee;

9.1.2 Provide access to skills development and capacity-building opportunities;

9.1.3 Work collaboratively with the Employee to solve problems and generate solutions to common problems that may impact the performance of the Employee;

9.1.4 On the request of the Employee delegate such powers reasonably required by the Employee to enable him to meet the performance objectives and targets established in terms of this Agreement; and

9.1.5 Make available to the Employee such resources as the Employee may reasonably require from time to time assisting him to meet the performance objectives and targets established in terms of this Agreement.

10. CONSULTATION

10.1 The Employer agrees to consult the Employee timeously where the exercising of its powers will have amongst others-

10.1.1 A direct effect on the performance of any of the Employee's functions;

10.1.2 Commit the Employee to implement or to give effect to a decision made by the Employer; and

10.1.3 A substantial financial effect on the Employer.

SM
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Municipal Manager
Ms Geraldine Mettler

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Executive Mayor:
Cllr Adv Gesie Van Deventer

10.2 The Employer agrees to inform the Employee of the outcome of any decisions taken pursuant to the exercise of powers contemplated in clause 12.1 as soon as is practicable to enable the Employee to take any necessary action with delay.

11. REWARD

11.1 The evaluation of the Employee's performance will form the basis for rewarding outstanding performance or correcting unacceptable performance;

11.2 The payment of the performance bonus is determined by the performance score obtained during the 4th quarter and as informed by the quarterly performance assessments;

11.3 A performance bonus of between 5% to 14% of the all-inclusive annual remuneration package may be paid to the Employee in recognition of outstanding performance to be constituted as follows:

Table 6: Performance bonus calculations

Performance Rating		Bonus Calculation
0% - 64%	Poor Performance	0% of the total package
65% - 69%	Average Performance	5% of the total package
70% - 74%	Fair Performance	9% of the total package
75% - 79%	Good Performance	11% of the total package
80% - 100%	Excellent Performance	14% of the total package

11.4 In the event of the Employee terminating his services during the validity period of this Agreement, the Employee's performance will be evaluated for the portion during which he / she was employed and he / she will be entitled to a pro-rata performance bonus based on his evaluated performance for the period of actual service; and

11.5 The Employer will submit the total score of the annual assessment and of the Employee, to the full Council for purposes of recommending the bonus allocation.

12. MANAGEMENT OF EVALUATION OUTCOMES

12.1 Where the Employer is, at any time during the Employee's employment, not satisfied with the Employee's performance with respect to any matter dealt with in this Agreement, the Employer will give notice to the Employee to attend a meeting;

12.2 The Employee will have the opportunity at the meeting to satisfy the Employer of the measures being taken to ensure that his performance becomes satisfactory and any programme, including any dates, for implementing these measures;

12.3 Where there is a dispute or difference as to the performance of the Employee under this Agreement, the Parties will confer with a view to resolving the dispute or difference; and

12.4 In the case of unacceptable performance, the Employer shall –

12.4.1 Provide systematic remedial or developmental support to assist the Employee to improve his performance; and

12.4.2 After appropriate performance counselling and having provided the necessary guidance and / or support as well as a reasonable time for improvement in performance, the Employer may consider steps to terminate the contract of employment of the Employee on grounds of unfitness or incapacity to carry out his or her duties.

13. DISPUTE RESOLUTION

13.1 In the event that the Employee is dissatisfied with any decision or action of the Employer in terms of this Agreement, or where a dispute or difference arises as to the extent to which the Employee has achieved the performance objectives and targets established in terms of this Agreement, the Employee may within 3 (three) business days, meet with the Employer with a view to resolving the issue. The Employer will record the outcome of the meeting in writing;

13.2 If the Parties cannot resolve the issues within 10 (ten) business days, an independent arbitrator, acceptable to both parties, shall be appointed to resolve the matter within 30 (thirty) business days; and

13.3 In the event that the mediation process contemplated above fails, the relevant clause of the Contract of Employment together with the relevant laws and regulations shall apply.

14. GENERAL

14.1 The contents of this agreement and the outcome of any review conducted in terms of Annexure A may be made available to the public by the Employer; and

14.2 Nothing in this agreement diminishes the obligations, duties, or accountabilities of the Employee in terms of his contract of employment, or the effects of existing or new regulations, circulars, policies, directives, or other instruments.

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Municipal Manager
Ms Geraldine Mettler

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Executive Mayor:
Cllr Adv Gesie Van Deventer

Thus, done and signed at Stellenbosch on the 25TH day of June 2024

MUNICIPAL MANAGER

AS WITNESSES:

1.

2.

Thus, done and signed at Stellenbosch on the 25TH day of June 2024

EXECUTIVE MAYOR

AS WITNESSES:

1.

2.

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Annexure A
Performance Plan

MUNICIPAL MANAGER

Municipal Manager
Ms Geraldine Mettler

Executive Mayor:
Cllr Adv Gesie Van Deventer

The Performance Plan sets out:

a) Key Performance Areas that the employee should focus on, performance objectives, key performance indicators and targets that must be met within a specific timeframe; and

b) The Competencies required from employees prescribed in the Regulations on the appointment and conditions of employment of senior managers, R21 of 2014.

KEY PERFORMANCE INDICATORS

The key performance areas, performance objectives, key performance indicators and targets that must be met within the agreed timeframe are described below. The assessment of these performance indicators will account for 80% (**eighty per cent)** of the total employee assessment score.

Part 1: Implementation of Service Delivery and Budget Implementation Plan (80%)

MUNICIPAL MANAGER													
IDP / Ref No.	Strategic Focus Area (SFA)	Indicator (Activity / Project / Programme / Key Initiative)	Unit of Measurement	Indicator type	Baseline (Actual 2022/23)	5 Year Target	2024/25	Funding Source	Service Delivery and Budget Implementation Plan (SDBIP 2024/25)				Weight
									Q1	Q2	Q3	Q4	
TBC	SFA 5: Good Governance and Compliance	Effective Management and Functional Supervision of the Director: Corporate Services	Percentage of indicators of the Director: Corporate Services achieved, measured quarterly	Outcome	85.09%	80% per annum	80%	SM	80%	80%	80%	80%	4
TBC	SFA 5: Good Governance and Compliance	Effective Management and Functional Supervision of the Chief Financial Officer (CFO)	Percentage of indicators of the CFO achieved, measured quarterly	Outcome	89.30%	80% per annum	80%	SM	80%	80%	80%	80%	4

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Municipal Manager
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Executive Mayor:
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MUNICIPAL MANAGER													
IDP / Ref No.	Strategic Focus Area (SFA)	Indicator (Activity / Project / Programme / Key Initiative)	Unit of Measurement	Indicator type	Baseline (Actual 2022/23)	5 Year Target	2024/25	Funding Source	Service Delivery and Budget Implementation Plan (SDBIP 2024/25)				Weight
									Q1	Q2	Q3	Q4	
TBC	SFA 5: Good Governance and Compliance	Effective Management and Functional Supervision of the Director: Planning and Economic Development	Percentage of indicators of the Director: Planning and Economic Development achieved, measured quarterly	Outcome	75.90%	80% per annum	80%	SM	80%	80%	80%	80%	4
TBC	SFA 5: Good Governance and Compliance	Effective Management and Functional Supervision of the Director: Infrastructure Services	Percentage of indicators of the Director: Infrastructure Services achieved, measured quarterly	Outcome	52.63%	80% per annum	80%	SM	80%	80%	80%	80%	4
TBC	SFA 5: Good Governance and Compliance	Effective Management and Functional Supervision of the Director: Community and Protection Services	Percentage of indicators of the Director: Community and Protection Services achieved, measured quarterly	Outcome	63.75%	80% per annum	80%	SM	80%	80%	80%	80%	4
TBC	SFA 5: Good Governance and Compliance	Effective Management and Functional Supervision of the Section: Internal Audit	Percentage of indicators of the Section: Internal Audit achieved, measured quarterly	Outcome	96.75%	80% per annum	80%	SM	80%	80%	80%	80%	3
TBC	SFA 5: Good Governance and Compliance	Effective Management and Functional Supervision of the Section: IDP/PMS/PP	Percentage of indicators of the Section: IDP/PMS/PP achieved, measured quarterly	Outcome	88.93%	80% per annum	80%	SM	80%	80%	80%	80%	3
TBC	SFA 5: Good Governance and Compliance	Effective Management and Functional Supervision of the Section: Communication	Percentage of indicators of the Section: Communication achieved, measured quarterly	Outcome	97.75%	80% per annum	80%	SM	80%	80%	80%	80%	3

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MUNICIPAL MANAGER													
IDP / Ref No.	Strategic Focus Area (SFA)	Indicator (Activity / Project / Programme / Key Initiative)	Unit of Measurement	Indicator type	Baseline (Actual 2022/23)	5 Year Target	2024/25	Funding Source	Service Delivery and Budget Implementation Plan (SDBIP 2024/25)				Weight
									Q1	Q2	Q3	Q4	
TBC	SFA 5: Good Governance and Compliance	Effective Management and Functional Supervision of the Section: Risk Management	Percentage of indicators of the Section: Risk Management achieved, measured quarterly	Outcome	88.75%	80% per annum	80%	SM	80%	80%	80%	80%	3
TBC	SFA 5: Good Governance and Compliance	Effective Management and Functional Supervision of the Section: Office of the Municipal Manager	Percentage of indicators of the Section: Office of the Municipal Manager achieved, measured quarterly	Outcome	New KPI	80% per annum	80%	SM	80%	80%	80%	80%	3
KPI044	SFA 5: Good Governance and Compliance	Employment equity appointments made within the financial year in the three highest levels of management	Percentage of employment equity appointments made within the financial year in the three highest levels of management, measured by 30 June	Outcome	37.50%	50% per annum	50%	SM	N/A	N/A	N/A	50%	2
KPI048	SFA 5: Good Governance and Compliance	Submission of the revised Risk-Based Audit Plan (RBAP) to the Audit and Performance Audit Committee (APAC)	Number of revised RBAPs submitted to the APAC by 30 June	Output	1	1 per annum	1	SM	N/A	N/A	N/A	1	3
KPI049	SFA 5: Good Governance and Compliance	Submission of the Auditor General of South Africa (AGSA) Audit Action Plan (AAP) to the APAC	Number of AGSA Audit Action Plans submitted to the APAC by 31 March	Output	1	1 per annum	1	SM	N/A	N/A	1	N/A	3
KPI050	SFA 5: Good Governance and Compliance	Submission of the revised Strategic Risk Register (SRR) to the Risk Management Committee	Number of revised SRRs submitted to the Risk Management Committee by 30 June	Output	1	1 per annum	1	SM	N/A	N/A	N/A	1	2
KPI053	SFA 5: Good Governance and Compliance	Submission of the draft Integrated Development Plan (IDP) to the Council	Number of draft IDPs submitted to the Council by 31 March	Output	1	1 per annum	1	SM	N/A	N/A	1	N/A	3

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MUNICIPAL MANAGER													
IDP / Ref No.	Strategic Focus Area (SFA)	Indicator (Activity / Project / Programme / Key Initiative)	Unit of Measurement	Indicator type	Baseline (Actual 2022/23)	5 Year Target	2024/25	Funding Source	Service Delivery and Budget Implementation Plan (SDBIP 2024/25)				Weight
									Q1	Q2	Q3	Q4	
KPI054	SFA 5: Good Governance and Compliance	Submission of the IDP / Budget / SDF time schedule (process plan) to the Council	Number of IDP / Budget / SDF time schedules (process plan) submitted to the Council by 31 August	Output	1	1 per annum	1	SM	1	N/A	N/A	N/A	2
KPI059	SFA 5: Good Governance and Compliance	Submission of the revised Communication Policy to the MayCo	Number of revised Communication Policies submitted to the MayCo by 31 May	Output	1	1 per annum	1	SM	N/A	N/A	N/A	1	2
TBC	SFA 5: Good Governance and Compliance	Conclude performance agreements with the CFO and Directors	Number of performance agreements with the CFO and Directors concluded by 31 July	Output	5	5 per annum	5	SM	5	N/A	N/A	N/A	2
TBC	SFA 5: Good Governance and Compliance	Conclude performance plans with all identified personnel	Number of performance plans with all identified personnel concluded by 30 July	Output	4	5 per annum	6	SM	6	N/A	N/A	N/A	2
TBC	SFA 5: Good Governance and Compliance	Conduct formal performance evaluations with the CFO and Directors	Number of formal performance evaluations with the CFO and Directors conducted by 28 February	Output	10	10 per annum	10	SM	N/A	N/A	10	N/A	2
TBC	SFA 5: Good Governance and Compliance	Conduct formal performance evaluations with all identified personnel	Number of formal performance evaluations conducted with all identified personnel by 31 January	Output	8	18 per annum	11	SM	5 (5)	N/A	6 (11)	N/A	2
TBC	SFA 5: Good Governance and Compliance	Facilitation of Strategic Management meetings	Number of Strategic Management meetings facilitated per month	Output	35	20 per annum	20	SM	5 (5)	5 (10)	5 (15)	5 (20)	2
TBC	SFA 5: Good Governance and Compliance	Implementation of the Directors Forum resolutions	Percentage of the Directors Forum Resolutions implemented, measured quarterly	Output	100%	80% per annum	80%	SM	80%	80%	80%	80%	2

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MUNICIPAL MANAGER													
IDP / Ref No.	Strategic Focus Area (SFA)	Indicator (Activity / Project / Programme / Key Initiative)	Unit of Measurement	Indicator type	Baseline (Actual 2022/23)	5 Year Target	2024/25	Funding Source	Service Delivery and Budget Implementation Plan (SDBIP 2024/25)				Weight
									Q1	Q2	Q3	Q4	
TBC	SFA 5: Good Governance and Compliance	Spend the Office of the Municipal Manager's approved Capital Budget	Percentage of the approved Capital Budget of the Office of the Municipal Manager actually spent by 30 June	Input	98.58%	90% per annum	90%	SM	10%	30%	60%	90%	8
TBC	SFA 5: Good Governance and Compliance	Develop an Annual Departmental Risk Register	Number of Annual Departmental Risk Registers developed by 31 July	Output	4	1 per annum	1	SM	1	N/A	N/A	N/A	2
TBC	SFA 5: Good Governance and Compliance	Evaluation of the Departmental Risk Register	Number of Departmental Risk Registers evaluated by 31 May	Output	2	2 per annum	2	SM	N/A	1 (1)	N/A	1 (2)	1
TBC	SFA 5: Good Governance and Compliance	Implementation of the Council resolutions	Percentage of the Council resolutions implemented, measured quarterly	Output	100%	70% per annum	70%	SM	70%	70%	70%	70%	2
TBC	SFA 5: Good Governance and Compliance	Submission of a combined assurance report to the Council	Number of combined assurance reports submitted to the Council by 30 September	Output	New KPI	1 per annum	1	SM	1	N/A	N/A	N/A	1
TBC	SFA 5: Good Governance and Compliance	Implementation of the Directorate's actions as per the AGSA Audit Action Plan	Percentage of the Directorate's actions as per the AGSA Audit Action Plan implemented by 30 June	Output	100%	100% per annum	100%	SM	N/A	N/A	50%	100%	2
												Total	80

Municipal Manager
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Part 2: Competency Requirements (20%)

Ref	Leading and Core Competencies	(January) 1st Assessment	(July) Final Assessment	Weights	Comments
2.1	**Strategic direction and leadership**			**1.66%**	
2.2	**People management**			**1.66%**	
2.3	**Programme and project management**			**1.66%**	
2.4	**Financial management**			**1.66%**	
2.5	**Change leadership**			**1.67%**	
2.6	**Governance leadership**			**1.67%**	
2.7	**Moral competence**			**1.67%**	
2.8	**Planning and organising**			**1.67%**	
2.9	**Analysis and innovation**			**1.67%**	
2.10	**Knowledge and information management**			**1.67%**	
2.11	**Communication**			**1.67%**	
2.12	**Results and quality focus**			**1.67%**	
Total				**20%**	

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Annexure B
Competency Framework

MUNICIPAL MANAGER

Municipal Manager
Ms Geraldine Mettler

Executive Mayor:
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CLUSTER :	**LEADING COMPETENCIES**
COMPETENCY NAME :	**Strategic Direction and Leadership**
COMPETENCY DEFINITION :	**Provide and direct a vision for the institution, and inspire and deploy others to deliver on the strategic institutional mandate.**

ACHIEVEMENT LEVELS			
BASIC	**COMPETENT**	**ADVANCED**	**SUPERIOR**
• Understand Institutional and departmental strategic objectives, but • lacks the ability to inspire others to achieve set mandate.	• Give direction to a team in realising the institution's strategic mandate and set objectives.	• Evaluate all activities to determine value and alignment to strategic intent.	• Structure and position the institution to local government priorities.
• Describe how specific tasks link to institutional strategies but have limited influence in directing a strategy.	• Has a positive impact and influence on the morale, engagement and participation of team members.	• Display in-depth knowledge and understanding of strategic planning.	• Actively use in-depth knowledge and understanding to develop and implement a comprehensive institutional framework.
• Has a basic understanding of institutional performance management, but lacks the ability to integrate systems into a collective whole.	• Develop action plans to execute and guide strategy.	• Align strategy and goals across all functional areas.	• Hold self-accountable for strategy execution and results.
	• Assist in defining performance measures to monitor the progress and effectiveness of the institution.	• Actively define performance measures to monitor the progress and effectiveness of the institution.	• Provide impact and influence through building and maintaining strategic relationships.
	• Displays an awareness of institutional structures and political factors.	• Consistently challenge strategic plans to ensure relevance.	• Create an environment that facilitates loyalty and innovation. Display a superior level of self-discipline and integrity in actions.
	• Effectively communicate barriers to execution to relevant parties.	• Understand institutional structures and political factors, and the consequences of actions.	• Integrate various systems into a collective whole to optimise institutional performance management.
• Demonstrate basic understanding of key decision making.	• Provide guidance to all stakeholders in the achievement of the strategic mandate.	• Empower others to follow the strategic direction and deal with complex situations.	
		• Guide the institution through complex and ambiguous concern.	• Uses understanding of competing interests to maneuver successfully to a win / win outcome.
	• Understand the aim and objectives of the institution and relate it to own work.	• Use understanding of power relationships and dynamic tensions among key players to frame communications and develop strategies, positions and alliances.	

Municipal Manager
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CLUSTER :	**LEADING COMPETENCIES**
COMPETENCY NAME :	**People Management**
COMPETENCY DEFINITION :	**Effectively manage, inspire and encourage people, respect diversity, optimise talent and build and nurture relationships in order to achieve institutional objectives.**

ACHIEVEMENT LEVELS			
BASIC	**COMPETENT**	**ADVANCED**	**SUPERIOR**
• Participate in team goalsetting and problem solving.	• Seek opportunities to increase team contribution and responsibility.	• Identify ineffective team and work processes and recommend remedial interventions.	• Develop and incorporate best practice people management processes, approaches and tools across the institution.
• Interact and collaborate with people of diverse backgrounds.	• Respect and support the diverse nature of others and be aware of the benefits of a diverse approach.	• Recognise and reward effective and desired behavior.	• Foster a culture of discipline, responsibility and accountability.
	• Effectively delegate tasks and empower others to increase contribution and execute functions optimally.	• Provide mentoring and guidance to others in order to increase personal effectiveness.	• Understand the impact of diversity in performance and actively incorporate a diversity strategy in the institution.
	• Apply relevant employee legislation fairly and consistently.	• Identify development and learning needs within the team.	• Develop comprehensive integrated strategies and approaches to human capital development and management.
• Aware of guidelines for employee development, but requires support in implementing development initiatives.		• Inspire a culture of performance excellence by giving positive and constructive feedback to the team.	
	• Effectively identify capacity requirements to fulfill the strategic mandate.	• Achieve agreement or consensus in adversarial environments. • Lead and unite diverse teams across divisions to achieve institutional objectives.	• Actively identify trends and predict capacity requirements to facilitate unified transition and performance management.

Municipal Manager
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CLUSTER :	**LEADING COMPETENCIES**
COMPETENCY NAME :	**Programme and Project Management**
COMPETENCY DEFINITION :	**Able to understand program and project management methodology; plan, manage, monitor and evaluate specific activities in order to deliver on set objectives.**

ACHIEVEMENT LEVELS			
BASIC	**COMPETENT**	**ADVANCED**	**SUPERIOR**
• Initiate projects after approval from higher authorities.	• Establish broad stakeholder involvement and communicate the project status and key milestones.	• Manage multiple programs and balance priorities and conflicts according to institutional goals.	• Understand and conceptualise the long-term implications of desired project outcomes.
• Understand procedures of program and project management methodology, implications and stakeholder involvement.	• Define the roles and responsibilities of the project team and create clarity around expectations.	• Apply effective risk management strategies through impact assessment and resource requirements.	• Direct a comprehensive strategic macro and micro analysis and scope projects accordingly to realise institutional objectives.
• Understand the rational of projects in relation to the institution's strategic objectives.	• Find a balance between project deadline and the quality of deliverables.	• Modify project scope and budget when required without compromising the quality and objectives of the project.	• Influence people in positions of authority to implement outcomes of projects
• Document and communicate factors and risk associated with own work.	• Identify appropriate project resources to facilitate the effective completion of the deliverables.	• Involve top-level authorities and relevant stakeholders in seeking project buy-in.	• Lead and direct translation of policy into workable action plans
• Use results and approaches of successful project implementation as guide.	• Comply with statutory requirements and apply policies in a consistent manner. • Monitor progress and use of resources and make needed adjustments to timelines, steps and resource allocation.	• Identify and apply contemporary project management methodology • Influence and motivate project team to deliver exceptional results. • Monitor policy implementation and apply procedures to manage risks.	• Ensures that programs are monitored to track progress and optimal resource utilisation, and that adjustments are made as needed.

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Municipal Manager
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CLUSTER :	**LEADING COMPETENCIES**
COMPETENCY NAME :	**Change Leadership**
COMPETENCY DEFINITION :	**Able to direct and initiate institutional transformation on all levels in order to successfully drive and implement new initiatives and deliver professional and quality services to the community.**

ACHIEVEMENT LEVELS			
BASIC	**COMPETENT**	**ADVANCED**	**SUPERIOR**
• Display an awareness of change interventions and the benefits of transformation initiatives.	• Perform an analysis of the change impact on the social, political and economic environment.	• Actively monitor change impact and results and convey progress to relevant stakeholders.	• Sponsor change agents and create a network of change leaders who support the interventions.
• Able to identify basic needs for change.	• Maintain calm and focus during change.	• Secure buy-in and sponsorship for change initiatives.	• Actively adapt current structures and processes to incorporate the change interventions.
• Identify gaps between the current and desired state.	• Able to assist team members during change and keep them focused on the deliverables.	• Continuously evaluate change strategy and design and introduce new approaches to enhance the institution's effectiveness.	• Mentor and guide team members on the effects of change, resistance factors and how to integrate change.
• Identify potential risk and challenges to transformation, including resistance to change factors.	• Volunteer to lead change efforts outside of own work team.	• Build and nurture relationships with various stakeholders to establish strategic alliance in facilitating change.	
• Participate in change programs and piloting change interventions.	• Able to gain buy-in and approval for change from relevant stakeholders.	• Take the lead in impactful change programmes.	
	• Identify change readiness levels and assist in resolving resistance to change factors.	• Benchmark change interventions against best change practices.	• Motivate and inspire others around change initiatives.
• Understand the impact of change interventions on the institution within the broader scope of local government.	• Design change interventions that are aligned with the institution's strategic objectives and goals.	• Understand the impact and psychology of change and put remedial interventions in place to facilitate effective transformation. • Take calculated risk and seek new ideas from best practice scenarios and identify the potential for implementation.	

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CLUSTER :	**LEADING COMPETENCIES**
COMPETENCY NAME :	**Financial Management**
COMPETENCY DEFINITION :	**Able to compile, plan and manage budgets, control cash flow, institute financial risk management and administer procurement processes in accordance with recognised financial practices. Further to ensure that all financial transactions are managed in an ethical manner**

ACHIEVEMENT LEVELS			
BASIC	**COMPETENT**	**ADVANCED**	**SUPERIOR**
• Understand basic financial concepts and methods as they relate to institutional processes and activities	• Exhibit knowledge of general financial concepts, planning, budgeting and forecasting and how they interrelate	• Take active ownership of planning, budgeting and forecasting processes and provides credible answers to queries within own responsibility.	• Develop planning tools to assist in evaluating and monitoring future expenditure trends.
• Display awareness into the various sources of financial data, reporting mechanisms, financial governance, processes and systems	• Assess, identify and manage financial risks.	• Prepare budgets that are aligned to the strategic objectives of the institution.	• Set budget frameworks for the institution.
• Understand the importance of financial accountability	• Assume a cost-saving approach to financial management.	• Address complex budgeting and financial management concerns.	• Set strategic direction for the institution on expenditure and other financial processes.
	• Prepare financial reports based on specified formats.	• Put systems and processes in place to enhance the quality and integrity of financial management practices.	• Build and nurture partnerships to improve financial management and achieve financial savings.
	• Consider and understand the financial implications of decisions and suggestions.	• Advise on policies and procedures regarding asset control.	• Actively identify and implement new methods to improve asset control.
• Understand the importance of asset control.	• Ensure that delegation and instructions as required by National Treasury guidelines are reviewed and updated.		
	• Identify and implement proper monitoring and evaluation practices to ensure appropriate spending against budget.	• Promote National Treasury's regulatory framework for Financial Management.	• Display professionalism in dealing with financial data and processes.

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CLUSTER :	**LEADING COMPETENCIES**
COMPETENCY NAME :	**Governance Leadership**
COMPETENCY DEFINITION:	**Able to promote, direct and apply professionalism in managing risk and compliance requirements and apply a thorough understanding of governance practices and obligations. Further, able to direct the conceptualisation of relevant policies and enhance cooperative governance relationships.**

ACHIEVEMENT LEVELS			
BASIC	**COMPETENT**	**ADVANCED**	**SUPERIOR**
• Display a basic awareness of risk, compliance and governance factors but require guidance and development in implementing such requirements.	• Display a thorough understanding of governance and risk and compliance factors and implement plans to address these.	• Able to link risk initiatives into key institutional objectives and drivers.	• Demonstrate a high level of commitment in complying with governance requirements.
• Understand the structure of cooperative government but requires guidance on fostering workable relationships between stakeholders.	• Demonstrate understanding of the techniques and processes for optimising risk taking decisions within the institution.	• Identify, analyse and measure risk, create valid risk forecasts and map risk profiles.	• Implement governance and compliance strategy to ensure achievement of institutional objectives within the legislative framework.
		• Apply risk control methodology and approaches to prevent and reduce risk that impede on the achievement of institutional objectives.	• Able to advise local government on risk management, best practice interventions and compliance management.
• Provide input into policy formulation.	• Actively drive policy formulation within the institution to ensure the achievement of objectives.	• Demonstrate a thorough understanding of risk retention plans. • Identify and implement comprehensive risk management systems and processes. • Implement and monitor the formulation of policies, identify and analyse constraints and challenges with implementation and provide recommendations for improvement.	• Able to forge positive relationships on cooperative governance level to enhance the effectiveness of local government. • Able to shape, direct and drive the formulation of policies on a macro level.

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CLUSTER :	CORE COMPETENCIES
COMPETENCY NAME :	Moral Competence
COMPETENCY DEFINITION :	Able to identify moral triggers, apply reasoning that promotes honesty and integrity and consistently display behavior that reflects moral competence

ACHIEVEMENT LEVELS			
BASIC	**COMPETENT**	**ADVANCED**	**SUPERIOR**
• Realise the impact of acting with integrity, but requires guidance and development in implementing principles.	• Conduct self in alignment with the values of local government and the institution.	• Identify, develop and apply measures of self-correction.	• Create an environment conducive of moral practices.
• Follow basic rules and regulations of the institution.	• Able to openly admit own mistakes and weaknesses and seek assistance from others when unable to deliver.	• Able to gain trust and respect through aligning actions with commitments.	• Actively develop and implement measures to combat fraud and corruption.
	• Actively report fraudulent activity and corruption with local government.	• Make proposals and recommendations that are transparent and gain the approval of relevant stakeholders.	• Set integrity standards and shared accountability measures across the institution to support the objectives of local government.
	• Understand and honor the confidential nature of matters without seeking personal gain.	• Present values, beliefs and ideas that are congruent with the institution's rules and regulations.	
• Able to identify basic moral situations, but requires guidance and development in understanding and reasoning with moral intent.		• Takes an active stance against corruption and dishonesty when noted.	
	• Able to deal with situations of conflict of interest promptly and in the best interest of local government.	• Actively promote the value of the institution to internal and external stakeholders.	• Take responsibility for own actions and decisions, even if the consequences are unfavorable.
		• Able to work in unity with a team and not seek personal gain.	
		• Apply universal moral principles consistently to achieve moral decisions.	

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CLUSTER :	**CORE COMPETENCIES**
COMPETENCY NAME :	**Planning and Organising**
COMPETENCY DEFINITION :	**Able to plan, prioritise and organise information and resources effectively to ensure the quality of service delivery and build efficient contingency plans to manage risk.**

ACHIEVEMENT LEVELS			
BASIC	**COMPETENT**	**ADVANCED**	**SUPERIOR**
• Able to follow basic plans and organise tasks around set objectives.	• Actively and appropriately organise information and resources required for a task.	• Able to define institutional objectives, develop comprehensive plans, integrate and coordinate activities and assign appropriate resources for successful implementation.	• Focus on broad strategies and initiatives when developing plans and actions.
• Understand the process of planning and organising but requires guidance and development in providing detailed and comprehensive plans.	• Recognise the urgency and importance of tasks.	• Identify in advance required stages and actions to complete tasks.	• Able to protect and forecast short, medium and long term requirements of the institution and local government.
• Able to follow existing plans and ensure that objectives are met.	• Balance short and long-term plans and goals and incorporate into the team's performance objectives.	• Schedule realistic timelines, objectives and milestones for tasks and projects.	
• Focus on short-term objectives in developing plans and actions	• Schedule tasks to ensure they are performed within budget and with efficient use of time and resources.	• Produce clear, detailed and comprehensive plans to achieve institutional objectives.	• Translate policy into relevant projects to facilitate the achievement of institutional objectives.
• Arrange information and resources required for a task, but require further structure and organisation.	• Measures progress and monitor performance results.	• Identify possible risk factors and design and implement appropriate contingency plans. • Adapt plans in light of changing circumstances. • Prioritise tasks and projects according to their relevant urgency and importance.	

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Municipal Manager
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CLUSTER :	**CORE COMPETENCIES**
COMPETENCY NAME :	**Analysis and Innovation**
COMPETENCY DEFINITION :	**Able to critically analyse information, challenges and trends to establish and implement fact-based solutions that are innovative to improve institutional processes in order to achieve key strategic objectives**

ACHIEVEMENT LEVELS			
BASIC	**COMPETENT**	**ADVANCED**	**SUPERIOR**
• Understand the basic operation of analysis, but lack detail and thoroughness.	• Demonstrate logical problem solving techniques and approaches and provide rationale for recommendations.	• Coaches team members on analytical and innovative approaches and techniques.	• Demonstrate complex analytical and problem solving approaches and techniques.
• Able to balance independent analysis with requesting assistance from others.	• Demonstrate objectivity, insight and thoroughness when analysing problems.	• Engage with appropriate individuals in analysing and resolving complex problems.	• Create an environment conducive to analytical and fact-based problem solving.
• Recommend new ways to perform tasks within own function.	• Able to break down complex problems into manageable parts and identify solutions.	• Identify solutions on various areas in the institution.	• Analyse, recommend solutions and monitor trends in key challenges to prevent and manage occurrence.
• Propose simple remedial interventions that marginally challenges the status quo.	• Consult internal and external stakeholders on opportunities to improve processes and service delivery.	• Formulate and implement new ideas throughout the institution.	• Create an environment that fosters innovative thinking and follows a learning organisation approach.
	• Clearly communicate the benefits of new opportunities and innovative solutions and stakeholders.	• Able to gain approval and buy-in for proposed interventions from relevant stakeholders.	• Be a thought leader on innovative customer service delivery and process optimisation.
• Listen to the ideas and perspectives of others and explore opportunities to enhance such innovative thinking.	• Continuously identify opportunities to enhance internal processes.	• Identify trends and best practices in process and service delivery and propose institutional application.	• Play an active role in sharing best practice solutions and engage in national and international local government seminars and conferences.
	• Identify and analyse opportunities conducive to innovative approaches and propose remedial intervention.	• Continuously engage in research to identify client needs.	

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Municipal Manager
Ms Geraldine Mettler

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Executive Mayor:
Cllr Adv Gesie Van Deventer

CLUSTER :	**CORE COMPETENCIES**
COMPETENCY NAME :	**Knowledge and Information Management**
COMPETENCY DEFINITION :	**Able to promote the generation and sharing of knowledge and information through various processes and media, in order to enhance the collective knowledge base of local government**

ACHIEVEMENT LEVELS			
BASIC	**COMPETENT**	**ADVANCED**	**SUPERIOR**
• Collect, categorise and track relevant information required for specific tasks and projects.	• Use appropriate information systems and technology to manage institutional knowledge and information sharing.	• Effectively predict future information and knowledge management requirements and systems.	• Create and support a vision and culture where team members are empowered to seek, gain and share knowledge and information.
• Analyse and interpret information to draw conclusions.	• Evaluate data from various sources and use information effectively to influence decisions and provide solutions.	• Develop standards and processes to meet future knowledge management needs.	• Establish partnerships across local government to facilitate knowledge management.
• Seek new sources of information to increase the knowledge base.	• Actively create mechanisms and structures for sharing information.	• Share and promote best-practice knowledge management across various institutions.	• Demonstrate a mature approach.
• Regularly share information and knowledge with internal stakeholders and team members.	• Use external and internal resources to research and provide relevant and cutting-edge knowledge to enhance institutional effectiveness and efficiency.	• Establish accurate measures and monitoring systems for knowledge and information management. • Create a culture conducive of learning and knowledge sharing. • Hold regular knowledge and information sharing sessions to elicit new ideas and share best practice approaches.	• Recognise and exploit knowledge points in interactions with internal and external stakeholders.

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Municipal Manager
Ms Geraldine Mettler

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Executive Mayor:
Cllr Adv Gesie Van Deventer

CLUSTER :	CORE COMPETENCIES
COMPETENCY NAME :	Communication
COMPETENCY DEFINITION :	**Able to share information, knowledge and ideas in a clear, focused and concise manner appropriate for the audience in order to effectively convey, persuade and influence stakeholders to achieve the desired outcome.**

ACHIEVEMENT LEVELS			
BASIC	**COMPETENT**	**ADVANCED**	**SUPERIOR**
• Demonstrate an understanding for communication levers and tools appropriate for the audience, but requires guidance in utilising such tools.	• Express ideas to individuals and groups in formal and informal settings in a manner that is interesting and motivating.	• Effectively communicate high-risk and sensitive matters to relevant stakeholders.	• Regarded as a specialist in negotiations and representing the institution.
• Express ideas in a clear and focused manner, but does not always take the audience into consideration.	• Able to understand, tolerate and appreciate diverse perspectives, attitudes and beliefs.	• Develop a well-defined communication strategy.	• Able to inspire and motivate others through positive communication that is impactful and relevant.
	• Adapt communication content and style to suit the audience and facilitate optimal information transfer.	• Balance political perspectives with institutional needs when communicating viewpoints on complex issues.	• Creates an environment conducive to transparent and productive communication and critical appreciate conversations.
• Disseminate and convey information and knowledge adequately.	• Deliver content in a manner that gains support, commitment and agreement from relevant stakeholders.	• Able to effectively direct negotiations around complex.	
		• Market and promote the institution to external stakeholders and seek to enhance a positive image of the institution.	• Able to coordinate negotiations at different levels within local government and externally.
	• Compile clear, focused, concise and well-structured written documents.	• Able to communicate with the media with high levels of moral competence and discipline.	

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Municipal Manager
Ms Geraldine Mettler

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Executive Mayor:
Cllr Adv Gesie Van Deventer

CLUSTER :	**CORE COMPETENCIES**
COMPETENCY NAME :	**Results and Quality Focus**
COMPETENCY DEFINITION :	**Able to maintain high quality standards, focus on achieving results and objectives while consistently striving to exceed expectations and encourage others to meet quality standards. Further, to actively monitor and measure results and quality against identified objectives.**

ACHIEVEMENT LEVELS			
BASIC	**COMPETENT**	**ADVANCED**	**SUPERIOR**
• Understand quality of work but requires guidance in attending to important matters.	• Focus on high-priority actions and does not become distracted by lower-priority activities.	• Consistently verify own standards and outcomes to ensure quality output.	• Coach and guide others to exceed quality standards and results.
• Show a basic commitment to achieving the correct results.	• Display firm commitment and pride in achieving the correct results.	• Focus on the end result and avoids being distracted	• Develop challenging, client-focused goals and sets high standards for personal performance.
• Produce the minimum level of results required in the role.	• Set quality standards and design processes and tasks around achieving set standards.	• Demonstrate a determined and committed approach to achieving results and quality standards.	• Commit to exceed the results and quality standards, monitor own performance and implement remedial interventions when required.
• Produce outcomes that is of a good standard.	• Produce output of high quality.	• Follow task and projects through to completion.	• Work with team to set ambitious and challenging team goals, communicating long- and short term expectations.
• Focus on the quantity of output but requires development in incorporating the quality of work.	• Able to balance the quantity and quality and quality of results in order to achieve objectives.	• Set challenging goals and objectives to self and team and display commitment to achieving expectations.	• Take appropriate risks to accomplish goals.
		• Maintain a focus on quality outputs when placed under pressure.	• Overcome setbacks and adjust action plans to realise goals.
• Produce quality work in general circumstances, but fails to meet expectation when under pressure.	• Monitors progress, quality of work and use of resources; provide status updates and make adjustments as needed.	• Establishing institutional systems for managing and assigning work, defining responsibilities, tracking, monitoring and measuring success, evaluating and valuing the work of the institution.	• Focus people on critical activities that yield a high impact.

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Municipal Manager
Ms Geraldine Mettler

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Executive Mayor:
Cllr Adv Gesie Van Deventer

STELLENBOSCH
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MUNISIPALITEIT • UMASIPALA • MUNICIPALITY

Annexure C

Personal Development Plan

MUNICIPAL MANAGER

Municipal Manager
Ms Geraldine Mettler

Executive Mayor:
Cllr Adv Gesie Van Deventer

Skills Performance Gap	Outcomes Expected	Suggested training and / or development activity	Suggested mode of delivery	Suggested Time Frames	Work opportunity created to practice skill / development area	Support Person
1.						
2.						
3.						

Signed and accepted by the Employee

_____ Date: 25 June 2024

Signed by the Executive Mayor on behalf of the Municipality

_____ Date: 25 June 2024

ANNEXURE 2

STELLENBOSCH

STELLENBOSCH • PNIEL • FRANSCHHOEK

MUNISIPALITEIT • UMASIPALA • MUNICIPALITY

Performance Agreement

2024/25

Chief Financial Officer

PERFORMANCE AGREEMENT

MADE AND ENTERED INTO BY AND BETWEEN
STELLENBOSCH MUNICIPALITY AS HEREBY REPRESENTED BY:

THE MUNICIPAL MANAGER
Ms Geraldine Mettler
(herein and after referred to as the Employer**)**

AND

CHIEF FINANCIAL OFFICER
Mr Kevin Carolus
(herein and after referred to as the Employee**)**

FOR THE FINANCIAL YEAR:

01 JULY 2024 – 30 JUNE 2025

.....
Chief Financial Officer
Mr Kevin Carolus

.....
Municipal Manager:
Ms Geraldine Mettler

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Chief Financial Officer
Mr Kevin Carolus

Municipal Manager:
Ms Geraldine Mettler

1. INTRODUCTION

1.1 The Employer, duly represented by **Ms Geraldine Mettler**, in her capacity as the Municipal Manager has entered into a contract of employment with the Employee, **Mr Kevin Carolus**, in terms of section 57(1)(a) of the Local Government: Municipal Systems Act, 2000 (Act No. 32 of 2000) ("the Systems Act"). The Employer and the Employee are hereinafter referred to as "the Parties";

1.2 Section 57(1)(b) of the Systems Act, read with the Contract of Employment concluded between the parties, requires the Parties to conclude an annual performance agreement;

1.3 The Parties wish to ensure that they are clear about the goals to be achieved, and secure the commitment of the Employee to a set of outcomes that will promote local government policy goals;

1.4 The Parties wish to ensure that there is compliance with Sections 57(4B) and 57(5) of the Systems Act;

1.5 In this Agreement, the following terms will have the meaning ascribed thereto:

1.5.1 "this Agreement" – means the performance agreement between the Employer and the employee and the Annexures thereto;

1.5.2 "the **Municipal Manager**" – means the Municipal Manager of the Municipality appointed in terms of Section 54(A) of the Systems Act;

1.5.3 "the Employee" means the **Chief Financial Officer** appointed in terms of Section 56 of the Systems Act;

1.5.4 "the Employer" means the **Stellenbosch Municipality**; and

1.5.5 "the Parties" means the Employer and Employee.

2. PURPOSE OF THIS AGREEMENT

2.1 To comply with the provisions of Section 57(1)(b), (4B) and (5) of the Systems Act as well as the Contract of Employment entered into between the Parties;

2.2 To specify objectives and targets established for the Employee and to communicate to the Employee the Employer's expectations of the Employee's performance targets and accountabilities;

2.3 To specify accountabilities as set out in the Performance Plan (Annexure A);

2.4 To monitor and measure performance against set targeted outputs and outcomes;

2.5 To establish a transparent and accountable working relationship;

.....
Chief Financial Officer
Mr Kevin Carolus

.....
Municipal Manager:
Ms Geraldine Mettler

2.6 To appropriately reward the employee in accordance with section 11 of this agreement; and

2.7 To give effect to the Employer's commitment to a performance-orientated relationship with the Employee in attaining improved service delivery.

3. COMMENCEMENT AND DURATION

3.1 This Agreement will commence on **01 July 2024** and will remain in force until **30 June 2025** where-after a new Performance Agreement shall be concluded between the parties for the next financial year or any portion thereof;

3.2 The Parties will conclude a new Performance Agreement that replaces this Agreement at least once a year by not later than 31st of July of the succeeding financial year;

3.3 This Agreement will terminate on the termination of the Employee's contract of employment for any reason; and

3.4 The content of this Agreement may be revised at any time during the abovementioned period to determine the current applicability of the matters previously agreed upon.

4. PERFORMANCE OBJECTIVES

4.1 The Performance Plan (Annexure A) sets out –

4.1.1 The performance objectives and targets that must be met by the Employee;

4.1.2 The time frames within which those performance objectives and targets must be met; and

4.1.3 The core competency requirements (Annexure B – definitions) as the management skills regarded as critical to the position held by the Employee.

4.2 The performance objectives and targets reflected in Annexure A are set by the Employer in consultation with the Employee and based on the Integrated Development Plan, Service Delivery and Budget Implementation Plan (SDBIP) and the Budget of the Employer, and shall include:

4.2.1 Key objectives that describe the main tasks that need to be done;

4.2.2 Key performance indicators (KPIs) that provide the details of the evidence that must be provided to show that a key objective has been achieved;

4.2.3 Target dates that describe the timeframe in which the targets must be achieved; and

4.2.4 Weightings showing the relative importance of the key objectives to each other.

4.3 The Personal Development Plan (Annexure C) sets out the Employee's personal development requirements in line with the objectives and targets of the Employer; and

4.4 The Employee's performance will, in addition, be measured in terms of contributions to the goals and strategies set out in the Employer's Integrated Development Plan.

5. PERFORMANCE MANAGEMENT SYSTEM

5.1 The Employee agrees to participate in the performance management system that the Employer adopted for the employees of the Employer;

5.2 The Employee accepts that the purpose of the performance management system will be to provide a comprehensive system with specific performance standards to assist the employees and service providers in performing to the standards required;

5.3 The Employer will consult the Employee about the specific performance standards and targets that will be included in the performance management system applicable to the Employee;

5.4 The Employee undertakes to actively focus on the promotion and implementation of the Strategic Focus Areas (SFAs) (including special projects relevant to the employee's responsibilities) within the local government framework;

5.5 The criteria upon which the performance of the Employee shall be assessed shall consist of two components, SFAs and Competency Framework requirements as per the Local Government: Regulations on Appointment and Conditions of Employment of Senior Managers, both of which shall be contained in the Performance Agreement;

5.6 The Employee's assessment will be based on his performance in terms of the outputs / outcomes (KPIs) identified as per the attached Performance Plan (Annexure A), which are linked to the SFAs applicable to the Employee, and will constitute 80% of the overall assessment result as per the weightings agreed to between the Employer and Employee.

Table 1: Strategic Focus Areas

Strategic Focus Areas
SFA 1 - Valley of Possibility
SFA 2 - Green and Sustainable Valley
SFA 3 - Safe Valley
SFA 4 - Dignified Living
SFA 5 - Good Governance and Compliance

Chief Financial Officer
Mr Kevin Carolus

Municipal Manager:
Ms Geraldine Mettler

5.7 The competency requirements for senior managers as per Regulation 9 of Local Government: Regulations on Appointment and Conditions of Employment of Senior Managers will make up the other 20% of the Employee's assessment score. The competencies will be assessed every six (6) months (January and July).

Table 2: Leading and Core Competencies

Leading and Core Competencies		
1.	**Strategic direction and leadership**	• Impact and influence • Institutional performance management • Strategic planning and management • Organisational awareness
2.	**People management**	• Human capital planning and development • Diversity management • Employee relations management • Negotiation and dispute management
3.	**Programme and project management**	• Programme and project planning and implementation • Service delivery management • Programme and project monitoring and evaluation
4.	**Financial management**	• Budget planning and execution • Financial strategy and delivery • Financial reporting and delivery
5.	**Change leadership**	• Change vision and strategy • Process design and improvement • Change impact monitoring and evaluation
6.	**Governance leadership**	• Policy formulation • Risk and compliance management • Cooperative Governance
7.	**Moral competence**	• Core Competency
8.	**Planning and organising**	• Core Competency
9.	**Analysis and innovation**	• Core Competency
10.	**Knowledge and information management**	• Core Competency
11.	**Communication**	• Core Competency
12.	**Results and quality focus**	• Core Competency

6. PERFORMANCE ASSESSMENT

6.1 The Performance Plan (Annexure A) to this Agreement sets out –

6.1.1 The standards and procedures for evaluating the Employee's performance; and

6.1.2 The intervals for the evaluation of the Employee's performance.

6.2 Despite the establishment of agreed intervals for evaluation, the Employer may in addition review the Employee's performance at any stage while the contract of employment remains in force;

6.3 Personal growth and development needs identified during any performance review discussion must be documented in a Personal Development Plan as well as the actions agreed to and implementation must take place within set time frames;

6.4 The Employee's performance will be measured in terms of contributions to the goals and strategies set out in the Employer's Integrated Development Plan (IDP) as described in 6.6 – 6.12 below;

6.5 The Employee will submit quarterly performance reports (SDBIP) and a comprehensive annual performance report at least one week prior to the performance assessment meetings to the Evaluation Panel Chairperson for distribution to the panel members for preparation purposes;

6.6 Assessment of the achievement of results as outlined in the performance plan:

6.6.1 Each KPI or group of KPIs shall be assessed according to the extent to which the specified standards or performance targets have been met and with due regard to ad-hoc tasks that had to be performed under the KPI;

6.6.2 A rating on the five-point scale shall be provided for each KPI or group of KPIs which will then be multiplied by the weighting to calculate the final score;

6.6.3 The Employee will submit his self-evaluation to the Employer prior to the formal assessment;

6.6.4 In the instance where the employee could not perform due to reasons outside the control of the employer and employee, the KPI will not be considered during the evaluation. The employee should provide sufficient evidence in such instances; and

6.6.5 An overall score will be calculated based on the total of the scores calculated above.

6.7 Assessment of the Competencies:

6.7.1 Each Competency shall be assessed in terms of the description provided in (Annexure B);

6.7.2 A rating shall be provided for each Competency which will then be multiplied by the weighting to calculate the final score; and

6.7.3 An overall score will be calculated based on the total of the scores calculated above.

6.8 Overall rating

6.8.1 An overall rating is calculated by adding the overall scores as calculated in 6.6.5 and 6.7.3 above; and

6.8.2 Such an overall rating represents the outcome of the performance appraisal.

6.9 The assessment of the performance of the Employee will be based on the following rating scales for SFAs and Competencies respectively:

6.9.1 Rating scale for SFAs - as mentioned in paragraph 5.6:

Table 3: Performance rating scale

Level	Terminology	Description
5	**Outstanding performance**	Performance far exceeds the standard expected of an employee at this level. The appraisal indicates that the Employee has achieved above fully effective results against all performance criteria and indicators as specified in the PA and Performance plan and maintained this in all areas of responsibility throughout the year.
4	**Performance significantly above expectations**	Performance is significantly higher than the standard expected in the job. The appraisal indicates that the Employee has achieved above fully effective results against more than half of the performance criteria and indicators and fully achieved all others throughout the year.
3	**Fully effective**	Performance fully meets the standards expected in all areas of the job. The appraisal indicates that the Employee has achieved effective results against all significant performance criteria and indicators specified in the PA and Performance Plan.
2	**Not fully effective**	Performance is below the standard required for the job in key areas. Performance meets some of the standards expected for the job. The review / assessment indicates that the employee has achieved below fully effective results against more than half the key performance criteria and indicators as specified in the PA and Performance Plan.
1	**Unacceptable performance**	Performance does not meet the standard expected for the job. The review / assessment indicates that the employee has achieved below fully effective results against almost all the performance criteria and indicators as specified in the PA and Performance Plan. The employee has failed to demonstrate the commitment or ability to bring performance up to the level expected in the job despite management efforts to encourage improvement.

6.9.2 Rating scale for Competencies -as mentioned in paragraph 5.7:

Table 4: Rating scale for Competencies

Level	Achievement Levels	Description
5	**Superior**	Has a comprehensive understanding of local government operations, critical in shaping strategic direction and change, develops, and applies comprehensive concepts and methods
4	**Advanced**	Develops and applies complex concepts, methods and understanding. Effectively directs and leads a group and executes in-depth analyses

Chief Financial Officer
Mr Kevin Carolus

Municipal Manager:
Ms Geraldine Mettler

Level	Achievement Levels	Description
3	Competent	Develops and applies more progressive concepts, methods and understanding. Plans and guides the work of others and executes progressive analyses
2	Basic	Applies basic concepts, methods, and understanding of local government operations, but requires supervision and development intervention
1	Sub Standard	Applies little to no basic concepts, methods, and understanding of local government operations.

6.10 For purposes of evaluating the performance of the Employee for the year-end reviews, an evaluation panel constituted of the following persons will be established–

6.10.1 Municipal Manager;

6.10.2 Municipal Manager from another municipality;

6.10.3 Chairperson of the Performance Audit Committee or in his / her absence thereof, the Chairperson of the Audit Committee; and

6.10.4 The Member of the Mayoral Committee (Portfolio Chairperson).

6.11 The Municipal Manager will evaluate the performance of the Employee as at the end of the 1st, and 3rd quarters; and

6.12 The Municipal Manager will give performance feedback to the Employee within five (5) working days after each quarterly and annual assessment meeting.

7. SCHEDULE FOR PERFORMANCE REVIEWS

7.1 The performance of the Employee in relation to his performance agreement shall be reviewed on the following dates.

Table 5: Schedule for performance reviews

Quarter	Review Period	Review to be completed by
1	July - September	October / November 2024 (Informal)
2	October – December	January / February 2025 (Formal)
3	January – March	April / May 2025 (Informal)
4	April - June	After the receipt of the AGSA's Management Report

7.2 The Employer shall keep a record of the mid-year and year-end assessment meetings;

7.3 Performance feedback shall be based on the Employer's assessment of the Employee's performance;

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Chief Financial Officer
Mr Kevin Carolus

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Municipal Manager:
Ms Geraldine Mettler

7.4 The Employer will be entitled to review and make reasonable changes to the provisions of Annexure A from time to time for operational reasons. The Employee will be fully consulted before any such change is made; and

7.5 The Employer may amend the provisions of Annexure A whenever the performance management system is adopted, implemented, and / or amended as the case may be. In that case, the Employee will be fully consulted before any such change is made.

8. DEVELOPMENTAL REQUIREMENTS

8.1 The Personal Development Plan (PDP) for addressing developmental gaps is attached as Annexure C. Such a Plan may be implemented and / or amended as the case may be after each assessment. In that case, the Employee will be fully consulted before any such change or plan is made.

9. OBLIGATIONS OF THE EMPLOYER

9.1 The Employer shall-

9.1.1 Create an enabling environment to facilitate effective performance by the employee;

9.1.2 Provide access to skills development and capacity-building opportunities;

9.1.3 Work collaboratively with the Employee to solve problems and generate solutions to common problems that may impact the performance of the Employee;

9.1.4 On the request of the Employee delegate such powers reasonably required by the Employee to enable him to meet the performance objectives and targets established in terms of this Agreement; and

9.1.5 Make available to the Employee such resources as the Employee may reasonably require from time to time assisting him to meet the performance objectives and targets established in terms of this Agreement.

10. CONSULTATION

10.1 The Employer agrees to consult the Employee timeously where the exercising of its powers will have amongst others-

10.1.1 A direct effect on the performance of any of the Employee's functions;

10.1.2 Commit the Employee to implement or to give effect to a decision made by the Employer; and

10.1.3 A substantial financial effect on the Employer.

Chief Financial Officer
Mr Kevin Carolus

Municipal Manager:
Ms Geraldine Mettler

10.2 The Employer agrees to inform the Employee of the outcome of any decisions taken pursuant to the exercise of powers contemplated in clause 12.1 as soon as is practicable to enable the Employee to take any necessary action with delay.

11. REWARD

11.1 The evaluation of the Employee's performance will form the basis for rewarding outstanding performance or correcting unacceptable performance;

11.2 The payment of the performance bonus is determined by the performance score obtained during the 4th quarter and as informed by the quarterly performance assessments;

11.3 A performance bonus of between 5% to 14% of the all-inclusive annual remuneration package may be paid to the Employee in recognition of outstanding performance to be constituted as follows:

Table 6: Performance bonus calculations

Performance Rating		Bonus Calculation
0% - 64%	Poor Performance	0% of the total package
65% - 69%	Average Performance	5% of the total package
70% - 74%	Fair Performance	9% of the total package
75% - 79%	Good Performance	11% of the total package
80% - 100%	Excellent Performance	14% of the total package

11.4 In the event of the Employee terminating his services during the validity period of this Agreement, the Employee's performance will be evaluated for the portion during which he was employed and he will be entitled to a pro-rata performance bonus based on his evaluated performance for the period of actual service; and

11.5 The Employer will submit the total score of the annual assessment and of the Employee, to the full Council for purposes of recommending the bonus allocation.

12. MANAGEMENT OF EVALUATION OUTCOMES

12.1 Where the Employer is, at any time during the Employee's employment, not satisfied with the Employee's performance with respect to any matter dealt with in this Agreement, the Employer will give notice to the Employee to attend a meeting;

12.2 The Employee will have the opportunity at the meeting to satisfy the Employer of the measures being taken to ensure that his performance becomes satisfactory and any programme, including any dates, for implementing these measures;

.....
Chief Financial Officer
Mr Kevin Carolus

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Municipal Manager:
Ms Geraldine Mettler

12.3 Where there is a dispute or difference as to the performance of the Employee under this Agreement, the Parties will confer with a view to resolving the dispute or difference; and

12.4 In the case of unacceptable performance, the Employer shall –

12.4.1 Provide systematic remedial or developmental support to assist the Employee to improve his performance; and

12.4.2 After appropriate performance counselling and having provided the necessary guidance and / or support as well as a reasonable time for improvement in performance, the Employer may consider steps to terminate the contract of employment of the Employee on grounds of unfitness or incapacity to carry out his or her duties.

13. DISPUTE RESOLUTION

13.1 In the event that the Employee is dissatisfied with any decision or action of the Employer in terms of this Agreement, or where a dispute or difference arises as to the extent to which the Employee has achieved the performance objectives and targets established in terms of this Agreement, the Employee may within 3 (three) business days, meet with the Employer with a view to resolving the issue. The Employer will record the outcome of the meeting in writing;

13.2 If the Parties cannot resolve the issues within 10 (ten) business days, an independent arbitrator, acceptable to both parties, shall be appointed to resolve the matter within 30 (thirty) business days; and

13.3 In the event that the mediation process contemplated above fails, the relevant clause of the Contract of Employment together with the relevant laws and regulations shall apply.

14. GENERAL

14.1 The contents of this agreement and the outcome of any review conducted in terms of Annexure A may be made available to the public by the Employer; and

14.2 Nothing in this agreement diminishes the obligations, duties, or accountabilities of the Employee in terms of his contract of employment, or the effects of existing or new regulations, circulars, policies, directives, or other instruments.

.....
Chief Financial Officer
Mr Kevin Carolus

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Municipal Manager:
Ms Geraldine Mettler

Thus, done and signed at Stellenbosch on the 25th day of June 2024

CHIEF FINANCIAL OFFICER

AS WITNESSES:

1.

2.

Thus, done and signed at Stellenbosch on the 25th day of June 2024

MUNICIPAL MANAGER

AS WITNESSES:

1.

2.

Chief Financial Officer
Mr Kevin Carolus

Municipal Manager:
Ms Geraldine Mettler

MEMBER OF MAYORAL COMMITTEE
(Portfolio: Financial Services)
Cllr J Fasser

Chief Financial Officer
Mr Kevin Carolus

Municipal Manager:
Ms Geraldine Mettler

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Annexure A
Performance Plan

CHIEF FINANCIAL OFFICER

Chief Financial Officer
Mr Kevin Carolus

Municipal Manager:
Ms Geraldine Mettler

The Performance Plan sets out:

a) Key Performance Areas that the employee should focus on, performance objectives, key performance indicators and targets that must be met within a specific timeframe; and

b) The Competencies required from employees prescribed in the Regulations on the appointment and conditions of employment of senior managers, R21 of 2014.

KEY PERFORMANCE INDICATORS

The key performance areas, performance objectives, key performance indicators and targets that must be met within the agreed timeframe are described below. The assessment of these performance indicators will account for 80% (**eighty per cent)** of the total employee assessment score.

Part 1: Implementation of Service Delivery and Budget Implementation Plan (80%)

CHIEF FINANCIAL OFFICER													
IDP/ Ref No.	Strategic Focus Area (SFA)	Indicator (Activity / Project / Programme / Key Initiative)	Unit of Measurement	Indicator type	Baseline (Actual 2022/23)	5 Year Target	2024/25	Funding Source	Service Delivery and Budget Implementation Plan (SDBIP 2024/25)				Weight
									Q1	Q2	Q3	Q4	
TBC	SFA 5: Good Governance and Compliance	Effective Management and Functional Supervision of the Department: Financial Management Services	Percentage of indicators of the Department: Financial Management Services achieved, measured quarterly	Outcome	90%	80% per annum	80%	SM	80%	80%	80%	80%	4
TBC	SFA 5: Good Governance and Compliance	Effective Management and Functional Supervision of the Department: Revenue and Expenditure	Percentage of indicators of the Department: Revenue and Expenditure achieved, measured quarterly	Outcome	90%	80% per annum	80%	SM	80%	80%	80%	80%	4

Chief Financial Officer
Mr Kevin Carolus

Municipal Manager:
Ms Geraldine Mettler

CHIEF FINANCIAL OFFICER									Service Delivery and Budget Implementation Plan (SDBIP 2024/25)				
IDP/ Ref No.	Strategic Focus Area (SFA)	Indicator (Activity / Project / Programme / Key Initiative)	Unit of Measurement	Indicator type	Baseline (Actual 2022/23)	5 Year Target	2024/25	Funding Source	Q1	Q2	Q3	Q4	Weight
TBC	SFA 5: Good Governance and Compliance	Effective Management and Functional Supervision of the Department: Supply Chain Management (SCM)	Percentage of indicators of the Department: Supply Chain Management (SCM) achieved, measured quarterly	Outcome	90%	80% per annum	80%	SM	80%	80%	80%	80%	4
KPI032	SFA 4 - Dignified Living	Registered indigent formal households with access to free basic water (NKPI Proxy - MSA, Reg. S10(a), (b)	Percentage of registered indigent formal households with access to free basic water, measured quarterly	Outcome	100%	100% per annum	100%	SM	100%	100%	100%	100%	2
KPI033	SFA 4 - Dignified Living	Registered indigent formal households with access to free basic electricity provided by the municipality (NKPI Proxy - MSA, Reg. S10(a), (b)	Percentage of registered indigent formal households with access to free basic electricity provided by the municipality, measured quarterly	Output	100%	100% per annum	100%	SM	100%	100%	100%	100%	2
KPI034	SFA 4 - Dignified Living	Registered indigent formal households with access to free basic refuse removal (NKPI Proxy - MSA, Reg. S10(a), (b)	Percentage of registered indigent formal households with access to free basic refuse removal, measured quarterly	Output	100%	100% per annum	100%	SM	100%	100%	100%	100%	2
KPI035	SFA 4 - Dignified Living	Registered indigent formal households with access to free basic sanitation (NKPI Proxy - MSA, Reg. S10(a), (b)	Percentage of registered indigent formal households with access to free basic sanitation, measured quarterly	Output	100%	100% per annum	100%	SM	100%	100%	100%	100%	2
KPI036	SFA 4 - Dignified Living	Formal households with access to water (NKPI Proxy - MSA, Reg. S10(a))	Number of formal households with access to water, measured quarterly	Output	26 895	27 000 per annum	27 000	SM	27 000 (27 000)	27 000 (27 000)	27 000 (27 000)	27 000 (27 000)	2
KPI037	SFA 4 - Dignified Living	Formal households with access to electricity (NKPI Proxy - MSA, Reg. S10(a))	Number of formal households with access to electricity, measured quarterly	Output	26 895	27 000 per annum	27 000	SM	27 000 (27 000)	27 000 (27 000)	27 000 (27 000)	27 000 (27 000)	2

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IDP/ Ref No.	Strategic Focus Area (SFA)	Indicator (Activity / Project / Programme / Key Initiative)	Unit of Measurement	Indicator type	Baseline (Actual 2022/23)	5 Year Target	2024/25	Funding Source	Q1	Q2	Q3	Q4	Weight
KPI038	SFA 4 - Dignified Living	Formal households with access to refuse removal (NKPI Proxy - MSA, Reg. S10(a))	Number of formal households with access to refuse removal, measured quarterly	Output	26 895	27 000 per annum	27 000	SM	27 000 (27 000)	27 000 (27 000)	27 000 (27 000)	27 000 (27 000)	2
KPI039	SFA 4 - Dignified Living	Formal households with access to sanitation (NKPI Proxy - MSA, Reg. S10(a))	Number of formal households with access to sanitation, measured quarterly	Output	26 895	27 000 per annum	27 000	SM	27 000 (27 000)	27 000 (27 000)	27 000 (27 000)	27 000 (27 000)	2
KPI040	SFA 5: Good Governance and Compliance	Actual expenditure of the approved Capital Budget for the municipality by 30 June (NKPI - MSA, Reg. S10(c))	Percentage of the approved Capital Budget for the municipality actually spent by 30 June	Input	84.79%	90% per annum	90%	SM	10%	30%	60%	90%	2
KPI042	SFA 5: Good Governance and Compliance	Financial viability measured in terms of the available cash to cover fixed operating expenditure (NKPI Proxy - MSA, Reg. S10(g)(iii))	Cost coverage as at 30 June annually [(Cash and Cash Equivalents - Unspent Conditional Grants - Overdraft) + Short Term Investment) / Monthly Fixed Operational Expenditure excluding (Depreciation)	Input	4.04	2 per annum	2 (months)	SM	N/A	N/A	N/A	2 (months)	2
KPI043	SFA 5: Good Governance and Compliance	Achieve an average payment percentage of 96% by 30 June (Gross Debtors Opening Balance + Billed Revenue - Gross Debtors Closing Balance - Bad Debts Written Off) / Billed Revenue x 100	(Gross Debtors Opening Balance + Billed Revenue - Gross Debtors Closing Balance - Bad Debts Written Off) / Billed Revenue x 100	Outcome	95.06%	96% per annum	96%	SM	N/A	N/A	N/A	96%	2
KPI046	SFA 5: Good Governance and Compliance	Financial viability measured in terms of the municipality's ability to meet its service debt obligations (NKPI Proxy - MSA, Reg. S10(g)(i))	Debt coverage ratio ((Total operating revenue - operating grants received) / (Debt service payments due within the year)) measured by 30 June	Outcome	33.22%	15% per annum	15%	SM	N/A	N/A	N/A	15%	2

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CHIEF FINANCIAL OFFICER													
IDP/ Ref No.	Strategic Focus Area (SFA)	Indicator (Activity / Project / Programme / Key Initiative)	Unit of Measurement	Indicator type	Baseline (Actual 2022/23)	5 Year Target	2024/25	Funding Source	Service Delivery and Budget Implementation Plan (SDBIP 2024/25)				Weight
									Q1	Q2	Q3	Q4	
KPI047	SFA 5: Good Governance and Compliance	Financial viability measured in terms of the outstanding service debtors (NKPI Proxy - MSA, Reg. S10(g)(ii))	Service debtors to revenue ratio – (Total outstanding service debtors / revenue received for services) measured by 30 June	Outcome	30%	27% per annum	27%	SM	N/A	N/A	N/A	27%	2
TBC	SFA 5: Good Governance and Compliance	Implementation of the Mayoral Outcomes in the Integrated Development Plan (IDP) for the 2024/25 financial year	Percentage of the Mayoral Outcomes in the IDP for the 2024/25 financial year implemented by 30 June	Outcome	80%	80% per annum	80%	SM	80%	80%	80%	80%	3
TBC	SFA 5: Good Governance and Compliance	Implementation of the Portfolio: Financial Services Outcomes in the Integrated Development Plan (IDP) for the 2024/25 financial year	Percentage of the Portfolio: Financial Services' Outcomes in the IDP for the 2024/25 financial year implemented by 30 June	Outcome	90%	80% per annum	80%	SM	80%	80%	80%	80%	3
TBC	SFA 5: Good Governance and Compliance	Implementation of the Municipal Manager's Outcomes in the Integrated Development Plan (IDP) for the 2024/25 financial year	Percentage of the Municipal Manager's Outcomes in the IDP for the 2024/25 financial year implemented by 30 June	Outcome	85%	80% per annum	80%	SM	80%	80%	80%	80%	3
TBC	SFA 5: Good Governance and Compliance	Spend the Directorate: Financial Services' approved Capital Budget	Percentage of the approved Capital Budget of the Directorate: Financial Services actually spent by 30 June	Input	37%	90% per annum	90%	SM	10%	30%	60%	90%	10
TBC	SFA 5: Good Governance and Compliance	Submission of the final bid specifications for all capital projects to the Bid Specification Committee (BSC) *(2025/26)*	Percentage of the final bid specifications for all capital projects submitted to the BSC by 30 June *(50% by 31 March 2025 and 100% by 30 June 2025 for the 2025/26 financial year)*	Output	100%	100% per annum	100%	SM	N/A	N/A	50%	100%	3

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CHIEF FINANCIAL OFFICER													
IDP/ Ref No.	Strategic Focus Area (SFA)	Indicator (Activity / Project / Programme / Key Initiative)	Unit of Measurement	Indicator type	Baseline (Actual 2022/23)	5 Year Target	2024/25	Funding Source	Service Delivery and Budget Implementation Plan (SDBIP 2024/25)				Weight
									Q1	Q2	Q3	Q4	
TBC	SFA 5: Good Governance and Compliance	Submission of detailed procurement needs for all operational projects to the Supply Chain Management (SCM) Department	Number of quarterly detailed procurement needs submitted to SCM 10 days before the start of the quarter	Output	4	4 per annum	4	SM	1 (1)	1 (2)	1 (3)	1 (4)	2
TBC	SFA 5: Good Governance and Compliance	Performance plans signed with all identified personnel	Number of performance plans signed with all identified personnel by 31 August	Output	3	3 per annum	3	SM	3	N/A	N/A	N/A	2
TBC	SFA 5: Good Governance and Compliance	Conduct formal performance evaluations with all identified personnel	Number of formal performance evaluations conducted with all identified personnel by 31 January	Output	6	6 per annum	6	SM	3 (3)	N/A	3 (6)	N/A	2
TBC	SFA 5: Good Governance and Compliance	Develop an Annual Departmental Risk Register	Number of Annual Departmental Risk Registers developed by 31 July	Output	1	1 per annum	1	SM	1	N/A	N/A	N/A	2
TBC	SFA 5: Good Governance and Compliance	Evaluation of the Departmental Risk Register	Number of Departmental Risk Registers evaluated by 31 May	Output	3	2 per annum	2	SM	N/A	1 (1)	N/A	1 (2)	2
TBC	SFA 5: Good Governance and Compliance	Implementation of Directors Forum resolutions	Percentage of Directors Forum Resolutions implemented in accordance with due dates	Output	New KPI	80% per annum	80%	SM	80%	80%	80%	80%	3
TBC	SFA 5: Good Governance and Compliance	Implementation of the Council resolutions	Percentage of the Council resolutions implemented, measured quarterly	Output	77.50%	70% per annum	70%	SM	70%	70%	70%	70%	1

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IDP/ Ref No.	Strategic Focus Area (SFA)	Indicator (Activity / Project / Programme / Key Initiative)	Unit of Measurement	Indicator type	Baseline (Actual 2022/23)	5 Year Target	2024/25	Funding Source	Q1	Q2	Q3	Q4	Weight
TBC	SFA 5: Good Governance and Compliance	Implementation of the adopted Revenue Enhancement Strategy	Number of actions implemented as identified in the Revenue Enhancement Strategy by 30 June	Output	4	4 per annum	4	SM	1 (1)	1 (2)	1 (3)	1 (4)	1
TBC	SFA 5: Good Governance and Compliance	Resolve formal revenue complaints received	Percentage of formal revenue complaints resolved within 10 working days after the date of receipt	Outcome	93.75%	90% per annum	90%	SM	90%	90%	90%	90%	1
TBC	SFA 5: Good Governance and Compliance	Implementation of the Directorate's actions as per the AGSA Audit Action Plan	Percentage of the Directorate's actions as per the AGSA Audit Action Plan implemented by 30 June	Outcome	100%	100% per annum	100%	SM	N/A	N/A	50%	100%	1
TBC	SFA 5: Good Governance and Compliance	Receive an unqualified audit opinion from the AGSA	Number of unqualified audit opinions from AGSA received by 30 November	Outcome	New KPI	1 per annum	1	SM	N/A	1	N/A	N/A	3
												Total	80

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Part 2: Competency Requirements (20%)

Ref	Leading and Core Competencies	(January) 1st Assessment	(July) Final Assessment	Weights	Comments
2.1	**Strategic direction and leadership**			**1.66%**	
2.2	**People management**			**1.66%**	
2.3	**Programme and project management**			**1.66%**	
2.4	**Financial management**			**1.66%**	
2.5	**Change leadership**			**1.67%**	
2.6	**Governance leadership**			**1.67%**	
2.7	**Moral competence**			**1.67%**	
2.8	**Planning and organising**			**1.67%**	
2.9	**Analysis and innovation**			**1.67%**	
2.10	**Knowledge and information management**			**1.67%**	
2.11	**Communication**			**1.67%**	
2.12	**Results and quality focus**			**1.67%**	
Total				**20%**	

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Annexure B
Competency Framework

CHIEF FINANCIAL OFFICER

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CLUSTER :	LEADING COMPETENCIES
COMPETENCY NAME :	Strategic Direction and Leadership
COMPETENCY DEFINITION :	Provide and direct a vision for the institution, and inspire and deploy others to deliver on the strategic institutional mandate.

ACHIEVEMENT LEVELS			
BASIC	**COMPETENT**	**ADVANCED**	**SUPERIOR**
• Understand Institutional and departmental strategic objectives, but • lacks the ability to inspire others to achieve set mandate.	• Give direction to a team in realising the institution's strategic mandate and set objectives.	• Evaluate all activities to determine value and alignment to strategic intent.	• Structure and position the institution to local government priorities.
• Describe how specific tasks link to institutional strategies but have limited influence in directing a strategy.	• Has a positive impact and influence on the morale, engagement and participation of team members.	• Display in-depth knowledge and understanding of strategic planning.	• Actively use in-depth knowledge and understanding to develop and implement a comprehensive institutional framework.
• Has a basic understanding of institutional performance management, but lacks the ability to integrate systems into a collective whole.	• Develop action plans to execute and guide strategy.	• Align strategy and goals across all functional areas.	• Hold self-accountable for strategy execution and results.
	• Assist in defining performance measures to monitor the progress and effectiveness of the institution.	• Actively define performance measures to monitor the progress and effectiveness of the institution.	• Provide impact and influence through building and maintaining strategic relationships.
	• Displays an awareness of institutional structures and political factors.	• Consistently challenge strategic plans to ensure relevance.	• Create an environment that facilitates loyalty and innovation. Display a superior level of self-discipline and integrity in actions.
• Demonstrate basic understanding of key decision making.	• Effectively communicate barriers to execution to relevant parties.	• Understand institutional structures and political factors, and the consequences of actions.	• Integrate various systems into a collective whole to optimise institutional performance management.
	• Provide guidance to all stakeholders in the achievement of the strategic mandate.	• Empower others to follow the strategic direction and deal with complex situations.	
	• Understand the aim and objectives of the institution and relate it to own work.	• Guide the institution through complex and ambiguous concern. • Use understanding of power relationships and dynamic tensions among key players	• Uses understanding of competing interests to maneuver successfully to a win/win outcome.

Chief Financial Officer
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CLUSTER :	LEADING COMPETENCIES		
COMPETENCY NAME :	Strategic Direction and Leadership		
COMPETENCY DEFINITION :	Provide and direct a vision for the institution, and inspire and deploy others to deliver on the strategic institutional mandate.		
ACHIEVEMENT LEVELS			
BASIC	COMPETENT	ADVANCED	SUPERIOR
		to frame communications and develop strategies, positions and alliances.	

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CLUSTER :	**LEADING COMPETENCIES**
COMPETENCY NAME :	**People Management**
COMPETENCY DEFINITION :	**Effectively manage, inspire and encourage people, respect diversity, optimise talent and build and nurture relationships in order to achieve institutional objectives.**

ACHIEVEMENT LEVELS			
BASIC	**COMPETENT**	**ADVANCED**	**SUPERIOR**
• Participate in team goalsetting and problem solving.	• Seek opportunities to increase team contribution and responsibility.	• Identify ineffective team and work processes and recommend remedial interventions.	• Develop and incorporate best practice people management processes, approaches and tools across the institution.
• Interact and collaborate with people of diverse backgrounds.	• Respect and support the diverse nature of others and be aware of the benefits of a diverse approach.	• Recognise and reward effective and desired behavior.	• Foster a culture of discipline, responsibility and accountability.
	• Effectively delegate tasks and empower others to increase contribution and execute functions optimally.	• Provide mentoring and guidance to others in order to increase personal effectiveness.	• Understand the impact of diversity in performance and actively incorporate a diversity strategy in the institution.
• Aware of guidelines for employee development, but requires support in implementing development initiatives.	• Apply relevant employee legislation fairly and consistently.	• Identify development and learning needs within the team.	• Develop comprehensive integrated strategies and approaches to human capital development and management.
	• Effectively identify capacity requirements to fulfill the strategic mandate.	• Inspire a culture of performance excellence by giving positive and constructive feedback to the team. • Achieve agreement or consensus in adversarial environments. • Lead and unite diverse teams across divisions to achieve institutional objectives.	• Actively identify trends and predict capacity requirements to facilitate unified transition and performance management.

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CLUSTER :	**LEADING COMPETENCIES**
COMPETENCY NAME :	**Programme and Project Management**
COMPETENCY DEFINITION :	**Able to understand program and project management methodology; plan, manage, monitor and evaluate specific activities in order to deliver on set objectives.**

ACHIEVEMENT LEVELS			
BASIC	**COMPETENT**	**ADVANCED**	**SUPERIOR**
• Initiate projects after approval from higher authorities.	• Establish broad stakeholder involvement and communicate the project status and key milestones.	• Manage multiple programs and balance priorities and conflicts according to institutional goals.	• Understand and conceptualize the long-term implications of desired project outcomes.
• Understand procedures of program and project management methodology, implications and stakeholder involvement.	• Define the roles and responsibilities of the project team and create clarity around expectations.	• Apply effective risk management strategies through impact assessment and resource requirements.	• Direct a comprehensive strategic macro and micro analysis and scope projects accordingly to realize institutional objectives.
• Understand the rational of projects in relation to the institution's strategic objectives.	• Find a balance between project deadline and the quality of deliverables.	• Modify project scope and budget when required without compromising the quality and objectives of the project.	• Influence people in positions of authority to implement outcomes of projects
• Document and communicate factors and risk associated with own work.	• Identify appropriate project resources to facilitate the effective completion of the deliverables.	• Involve top-level authorities and relevant stakeholders in seeking project buy-in.	• Lead and direct translation of policy into workable action plans
• Use results and approaches of successful project implementation as guide.	• Comply with statutory requirements and apply policies in a consistent manner. • Monitor progress and use of resources and make needed adjustments to timelines, steps and resource allocation.	• Identify and apply contemporary project management methodology • Influence and motivate project team to deliver exceptional results. • Monitor policy implementation and apply procedures to manage risks.	• Ensures that programs are monitored to track progress and optimal resource utilization, and that adjustments are made as needed.

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CLUSTER :	**LEADING COMPETENCIES**
COMPETENCY NAME :	**Change Leadership**
COMPETENCY DEFINITION :	**Able to direct and initiate institutional transformation on all levels in order to successfully drive and implement new initiatives and deliver professional and quality services to the community.**

ACHIEVEMENT LEVELS			
BASIC	**COMPETENT**	**ADVANCED**	**SUPERIOR**
• Display an awareness of change interventions and the benefits of transformation initiatives.	• Perform an analysis of the change impact on the social, political and economic environment.	• Actively monitor change impact and results and convey progress to relevant stakeholders.	• Sponsor change agents and create a network of change leaders who support the interventions.
• Able to identify basic needs for change.	• Maintain calm and focus during change.	• Secure buy-in and sponsorship for change initiatives.	• Actively adapt current structures and processes to incorporate the change interventions.
• Identify gaps between the current and desired state.	• Able to assist team members during change and keep them focused on the deliverables.	• Continuously evaluate change strategy and design and introduce new approaches to enhance the institution's effectiveness.	• Mentor and guide team members on the effects of change, resistance factors and how to integrate change.
• Identify potential risk and challenges to transformation, including resistance to change factors.	• Volunteer to lead change efforts outside of own work team.	• Build and nurture relationships with various stakeholders to establish strategic alliance in facilitating change.	
• Participate in change programs and piloting change interventions.	• Able to gain buy-in and approval for change from relevant stakeholders.	• Take the lead in impactful change programs.	
	• Identify change readiness levels and assist in resolving resistance to change factors.	• Benchmark change interventions against best change practices.	• Motivate and inspire others around change initiatives.
• Understand the impact of change interventions on the institution within the broader scope of local government.	• Design change interventions that are aligned with the institution's strategic objectives and goals.	• Understand the impact and psychology of change and put remedial interventions in place to facilitate effective transformation. • Take calculated risk and seek new ideas from best practice scenarios and identify the potential for implementation.	

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CLUSTER :	**LEADING COMPETENCIES**
COMPETENCY NAME :	**Financial Management**
COMPETENCY DEFINITION :	**Able to compile, plan and manage budgets, control cash flow, institute financial risk management and administer procurement processes in accordance with recognized financial practices. Further to ensure that all financial transactions are managed in an ethical manner**

ACHIEVEMENT LEVELS			
BASIC	**COMPETENT**	**ADVANCED**	**SUPERIOR**
• Understand basic financial concepts and methods as they relate to institutional processes and activities	• Exhibit knowledge of general financial concepts, planning, budgeting and forecasting and how they interrelate	• Take active ownership of planning, budgeting and forecasting processes and provides credible answers to queries within own responsibility.	• Develop planning tools to assist in evaluating and monitoring future expenditure trends.
• Display awareness into the various sources of financial data, reporting mechanisms, financial governance, processes and systems	• Assess, identify and manage financial risks.	• Prepare budgets that are aligned to the strategic objectives of the institution.	• Set budget frameworks for the institution.
• Understand the importance of financial accountability	• Assume a cost-saving approach to financial management.	• Address complex budgeting and financial management concerns.	• Set strategic direction for the institution on expenditure and other financial processes.
	• Prepare financial reports based on specified formats.	• Put systems and processes in place to enhance the quality and integrity of financial management practices.	• Build and nurture partnerships to improve financial management and achieve financial savings.
• Understand the importance of asset control.	• Consider and understand the financial implications of decisions and suggestions.	• Advise on policies and procedures regarding asset control.	• Actively identify and implement new methods to improve asset control.
	• Ensure that delegation and instructions as required by National Treasury guidelines are reviewed and updated. • Identify and implement proper monitoring and evaluation practices to ensure appropriate spending against budget.	• Promote National Treasury's regulatory framework for Financial Management.	• Display professionalism in dealing with financial data and processes.

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CLUSTER :	**LEADING COMPETENCIES**
COMPETENCY NAME :	**Governance Leadership**
COMPETENCY DEFINITION:	**Able to promote, direct and apply professionalism in managing risk and compliance requirements and apply a thorough understanding of governance practices and obligations. Further, able to direct the conceptualization of relevant policies and enhance cooperative governance relationships.**

ACHIEVEMENT LEVELS			
BASIC	**COMPETENT**	**ADVANCED**	**SUPERIOR**
• Display a basic awareness of risk, compliance and governance factors but require guidance and development in implementing such requirements.	• Display a thorough understanding of governance and risk and compliance factors and implement plans to address these.	• Able to link risk initiatives into key institutional objectives and drivers.	• Demonstrate a high level of commitment in complying with governance requirements.
• Understand the structure of cooperative government but requires guidance on fostering workable relationships between stakeholders.	• Demonstrate understanding of the techniques and processes for optimising risk taking decisions within the institution.	• Identify, analyse and measure risk, create valid risk forecasts and map risk profiles.	• Implement governance and compliance strategy to ensure achievement of institutional objectives within the legislative framework.
		• Apply risk control methodology and approaches to prevent and reduce risk that impede on the achievement of institutional objectives.	• Able to advise local government on risk management, best practice interventions and compliance management.
• Provide input into policy formulation.	• Actively drive policy formulation within the institution to ensure the achievement of objectives.	• Demonstrate a thorough understanding of risk retention plans.	• Able to forge positive relationships on cooperative governance level to enhance the effectiveness of local government.t
		• Identify and implement comprehensive risk management systems and processes.	
		• Implement and monitor the formulation of policies, identify and analyse constraints and challenges with implementation and provide recommendations for improvement.	• Able to shape, direct and drive the formulation of policies on a macro level.

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CLUSTER :	**CORE COMPETENCIES**
COMPETENCY NAME :	**Moral Competence**
COMPETENCY DEFINITION :	**Able to identify moral triggers, apply reasoning that promotes honesty and integrity and consistently display behavior that reflects moral competence**

ACHIEVEMENT LEVELS			
BASIC	**COMPETENT**	**ADVANCED**	**SUPERIOR**
• Realise the impact of acting with integrity, but requires guidance and development in implementing principles.	• Conduct self in alignment with the values of local government and the institution.	• Identify, develop and apply measures of self-correction.	• Create an environment conducive of moral practices.
• Follow basic rules and regulations of the institution.	• Able to openly admit own mistakes and weaknesses and seek assistance from others when unable to deliver.	• Able to gain trust and respect through aligning actions with commitments.	• Actively develop and implement measures to combat fraud and corruption.
	• Actively report fraudulent activity and corruption with local government.	• Make proposals and recommendations that are transparent and gain the approval of relevant stakeholders.	• Set integrity standards and shared accountability measures across the institution to support the objectives of local government.
	• Understand and honor the confidential nature of matters without seeking personal gain.	• Present values, beliefs and ideas that are congruent with the institution's rules and regulations.	
• Able to identify basic moral situations, but requires guidance and development in understanding and reasoning with moral intent.		• Takes an active stance against corruption and dishonesty when noted.	
	• Able to deal with situations of conflict of interest promptly and in the best interest of local government.	• Actively promote the value of the institution to internal and external stakeholders.	• Take responsibility for own actions and decisions, even if the consequences are unfavorable.
		• Able to work in unity with a team and not seek personal gain.	
		• Apply universal moral principles consistently to achieve moral decisions.	

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CLUSTER :	CORE COMPETENCIES
COMPETENCY NAME :	**Planning and Organising**
COMPETENCY DEFINITION :	**Able to plan, prioritise and organise information and resources effectively to ensure the quality of service delivery and build efficient contingency plans to manage risk.**

ACHIEVEMENT LEVELS			
BASIC	**COMPETENT**	**ADVANCED**	**SUPERIOR**
• Able to follow basic plans and organise tasks around set objectives.	• Actively and appropriately organise information and resources required for a task.	• Able to define institutional objectives, develop comprehensive plans, integrate and coordinate activities and assign appropriate resources for successful implementation.	• Focus on broad strategies and initiatives when developing plans and actions.
• Understand the process of planning and organising but requires guidance and development in providing detailed and comprehensive plans.	• Recognise the urgency and importance of tasks.	• Identify in advance required stages and actions to complete tasks.	• Able to protect and forecast short, medium and long term requirements of the institution and local government.
• Able to follow existing plans and ensure that objectives are met.	• Balance short and long-term plans and goals and incorporate into the team's performance objectives.	• Schedule realistic timelines, objectives and milestones for tasks and projects.	
• Focus on short-term objectives in developing plans and actions	• Schedule tasks to ensure they are performed within budget and with efficient use of time and resources.	• Produce clear, detailed and comprehensive plans to achieve institutional objectives.	• Translate policy into relevant projects to facilitate the achievement of institutional objectives.
• Arrange information and resources required for a task, but require further structure and organisation.	• Measures progress and monitor performance results.	• Identify possible risk factors and design and implement appropriate contingency plans. • Adapt plans in light of changing circumstances. • Prioritise tasks and projects according to their relevant urgency and importance.	

Chief Financial Officer
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CLUSTER :	**CORE COMPETENCIES**
COMPETENCY NAME :	**Analysis and Innovation**
COMPETENCY DEFINITION :	**Able to critically analyse information, challenges and trends to establish and implement fact-based solutions that are innovative to improve institutional processes in order to achieve key strategic objectives**

ACHIEVEMENT LEVELS			
BASIC	**COMPETENT**	**ADVANCED**	**SUPERIOR**
• Understand the basic operation of analysis, but lack detail and thoroughness.	• Demonstrate logical problem-solving techniques and approaches and provide rationale for recommendations.	• Coaches team members on analytical and innovative approaches and techniques.	• Demonstrate complex analytical and problem-solving approaches and techniques.
• Able to balance independent analysis with requesting assistance from others.	• Demonstrate objectivity, insight and thoroughness when analysing problems.	• Engage with appropriate individuals in analysing and resolving complex problems.	• Create an environment conducive to analytical and fact-based problem-solving.
• Recommend new ways to perform tasks within own function.	• Able to break down complex problems into manageable parts and identify solutions.	• Identify solutions on various areas in the institution.	• Analyse, recommend solutions and monitor trends in key challenges to prevent and manage occurrence.
• Propose simple remedial interventions that marginally challenges the status quo.	• Consult internal and external stakeholders on opportunities to improve processes and service delivery.	• Formulate and implement new ideas throughout the institution.	• Create an environment that fosters innovative thinking and follows a learning organisation approach.
	• Clearly communicate the benefits of new opportunities and innovative solutions and stakeholders.	• Able to gain approval and buy-in for proposed interventions from relevant stakeholders.	• Be a thought leader on innovative customer service delivery and process optimisation.
• Listen to the ideas and perspectives of others and explore opportunities to enhance such innovative thinking.	• Continuously identify opportunities to enhance internal processes.	• Identify trends and best practices in process and service delivery and propose institutional application.	• Play an active role in sharing best practice solutions and engage in national and international local government seminars and conferences.
	• Identify and analyse opportunities conducive to innovative approaches and propose remedial intervention.	• Continuously engage in research to identify client needs.	

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Chief Financial Officer
Mr Kevin Carolus

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Municipal Manager:
Ms Geraldine Mettler

CLUSTER :	CORE COMPETENCIES
COMPETENCY NAME :	**Knowledge and Information Management**
COMPETENCY DEFINITION :	**Able to promote the generation and sharing of knowledge and information through various processes and media, in order to enhance the collective knowledge base of local government**

ACHIEVEMENT LEVELS			
BASIC	**COMPETENT**	**ADVANCED**	**SUPERIOR**
• Collect, categorise and track relevant information required for specific tasks and projects.	• Use appropriate information systems and technology to manage institutional knowledge and information sharing.	• Effectively predict future information and knowledge management requirements and systems.	• Create and support a vision and culture where team members are empowered to seek, gain and share knowledge and information.
• Analyse and interpret information to draw conclusions.	• Evaluate data from various sources and use information effectively to influence decisions and provide solutions.	• Develop standards and processes to meet future knowledge management needs.	• Establish partnerships across local government to facilitate knowledge management.
• Seek new sources of information to increase the knowledge base.	• Actively create mechanisms and structures for sharing information.	• Share and promote best-practice knowledge management across various institutions.	• Demonstrate a mature approach.
• Regularly share information and knowledge with internal stakeholders and team members.	• Use external and internal resources to research and provide relevant and cutting-edge knowledge to enhance institutional effectiveness and efficiency.	• Establish accurate measures and monitoring systems for knowledge and information management. • Create a culture conducive of learning and knowledge sharing. • Hold regular knowledge and information sharing sessions to elicit new ideas and share best practice approaches.	• Recognise and exploit knowledge points in interactions with internal and external stakeholders.

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Chief Financial Officer
Mr Kevin Carolus

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Municipal Manager:
Ms Geraldine Mettler

CLUSTER :	CORE COMPETENCIES
COMPETENCY NAME :	Communication
COMPETENCY DEFINITION :	Able to share information, knowledge and ideas in a clear, focused and concise manner appropriate for the audience in order to effectively convey, persuade and influence stakeholders to achieve the desired outcome.

ACHIEVEMENT LEVELS			
BASIC	**COMPETENT**	**ADVANCED**	**SUPERIOR**
• Demonstrate an understanding for communication levers and tools appropriate for the audience, but requires guidance in utilising such tools.	• Express ideas to individuals and groups in formal and informal settings in a manner that is interesting and motivating.	• Effectively communicate high-risk and sensitive matters to relevant stakeholders.	• Regarded as a specialist in negotiations and representing the institution.
• Express ideas in a clear and focused manner, but does not always take the audience into consideration.	• Able to understand, tolerate and appreciate diverse perspectives, attitudes and beliefs.	• Develop a well-defined communication strategy.	• Able to inspire and motivate others through positive communication that is impactful and relevant.
	• Adapt communication content and style to suit the audience and facilitate optimal information transfer.	• Balance political perspectives with institutional needs when communicating viewpoints on complex issues.	• Creates an environment conducive to transparent and productive communication and critical appreciate conversations.
	• Deliver content in a manner that gains support, commitment and agreement from relevant stakeholders.	• Able to effectively direct negotiations around complex.	
• Disseminate and convey information and knowledge adequately.		• Market and promote the institution to external stakeholders and seek to enhance a positive image of the institution.	• Able to coordinate negotiations at different levels within local government and externally.
	• Compile clear, focused, concise and well-structured written documents.	• Able to communicate with the media with high levels of moral competence and discipline.	

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Chief Financial Officer
Mr Kevin Carolus

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Municipal Manager:
Ms Geraldine Mettler

CLUSTER :	**CORE COMPETENCIES**
COMPETENCY NAME :	**Results and Quality Focus**
COMPETENCY DEFINITION :	**Able to maintain high quality standards, focus on achieving results and objectives while consistently striving to exceed expectations and encourage others to meet quality standards. Further, to actively monitor and measure results and quality against identified objectives.**

ACHIEVEMENT LEVELS			
BASIC	**COMPETENT**	**ADVANCED**	**SUPERIOR**
• Understand quality of work but requires guidance in attending to important matters.	• Focus on high-priority actions and does not become distracted by lower-priority activities.	• Consistently verify own standards and outcomes to ensure quality output.	• Coach and guide others to exceed quality standards and results.
• Show a basic commitment to achieving the correct results.	• Display firm commitment and pride in achieving the correct results.	• Focus on the end result and avoids being distracted	• Develop challenging, client-focused goals and sets high standards for personal performance.
• Produce the minimum level of results required in the role.	• Set quality standards and design processes and tasks around achieving set standards.	• Demonstrate a determined and committed approach to achieving results and quality standards.	• Commit to exceed the results and quality standards, monitor own performance and implement remedial interventions when required.
• Produce outcomes that is of a good standard.	• Produce output of high quality.	• Follow task and projects through to completion.	• Work with team to set ambitious and challenging team goals, communicating long- and short-term expectations.
• Focus on the quantity of output but requires development in incorporating the quality of work.	• Able to balance the quantity and quality and quality of results in order to achieve objectives.	• Set challenging goals and objectives to self and team and display commitment to achieving expectations.	• Take appropriate risks to accomplish goals.
		• Maintain a focus on quality outputs when placed under pressure.	• Overcome setbacks and adjust action plans to realise goals.
• Produce quality work in general circumstances, but fails to meet expectation when under pressure.	• Monitors progress, quality of work and use of resources; provide status updates and make adjustments as needed.	• Establishing institutional systems for managing and assigning work, defining responsibilities, tracking, monitoring and measuring success, evaluating and valuing the work of the institution.	• Focus people on critical activities that yield a high impact.

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Chief Financial Officer
Mr Kevin Carolus

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Municipal Manager:
Ms Geraldine Mettler

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Annexure C:

Personal Development Plan

CHIEF FINANCIAL OFFICER

Chief Financial Officer
Mr Kevin Carolus

Municipal Manager:
Ms Geraldine Mettler

Skills Performance Gap	Outcomes Expected	Suggested training and / or development activity	Suggested mode of delivery	Suggested Time Frames	Work opportunity created to practice skill / development area	Support Person
1.						
2.						
3.						

Signed and accepted by the Employee

Date: 20/06/2024

Signed by the Municipal Manager on behalf of the Municipality

Date: 25 June 2024

ANNEXURE 3

STELLENBOSCH

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Performance Agreement

2024/25

Director: Corporate Services

PERFORMANCE AGREEMENT

MADE AND ENTERED INTO BY AND BETWEEN
STELLENBOSCH MUNICIPALITY AS HEREBY REPRESENTED BY:

THE MUNICIPAL MANAGER
Ms Geraldine Mettler
(herein and after referred to as the Employer)

AND

DIRECTOR: CORPORATE SERVICES
Ms Annalene de Beer
(herein and after referred to as the Employee)

FOR THE FINANCIAL YEAR:

01 JULY 2024 – 30 JUNE 2025

Director: Corporate Services
Ms Annalene de Beer

Municipal Manager:
Ms Geraldine Mettler

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Director: Corporate Services
Ms Annalene de Beer

Municipal Manager:
Ms Geraldine Mettler

1. INTRODUCTION

1.1 The Employer, duly represented by **Ms Geraldine Mettler**, in her capacity as the Municipal Manager has entered into a contract of employment with the Employee, **Ms Annalene de Beer**, in terms of section 57(1)(a) of the Local Government: Municipal Systems Act, 2000 (Act No. 32 of 2000) ("the Systems Act"). The Employer and the Employee are hereinafter referred to as "the Parties";

1.2 Section 57(1)(b) of the Systems Act, read with the Contract of Employment concluded between the parties, requires the Parties to conclude an annual performance agreement;

1.3 The Parties wish to ensure that they are clear about the goals to be achieved, and secure the commitment of the Employee to a set of outcomes that will promote local government policy goals;

1.4 The Parties wish to ensure that there is compliance with Sections 57(4B) and 57(5) of the Systems Act;

1.5 In this Agreement, the following terms will have the meaning ascribed thereto:

1.5.1 "this Agreement" – means the performance agreement between the Employer and the employee and the Annexures thereto;

1.5.2 "the **Municipal Manager**" – means the Municipal Manager of the Municipality appointed in terms of Section 54(A) of the Systems Act;

1.5.3 "the Employee" means the **Director: Corporate Services** appointed in terms of Section 56 of the Systems Act;

1.5.4 "the Employer" means **Stellenbosch Municipality**; and

1.5.5 "the Parties" means the Employer and Employee.

2. PURPOSE OF THIS AGREEMENT

2.1 To comply with the provisions of Section 57(1)(b), (4B) and (5) of the Systems Act as well as the Contract of Employment entered into between the Parties;

2.2 To specify objectives and targets established for the Employee and to communicate to the Employee the Employer's expectations of the Employee's performance targets and accountabilities;

2.3 To specify accountabilities as set out in the Performance Plan (Annexure A);

2.4 To monitor and measure performance against set targeted outputs and outcomes;

2.5 To establish a transparent and accountable working relationship;

2.6 To appropriately reward the employee in accordance with section 11 of this agreement; and

2.7 To give effect to the Employer's commitment to a performance-orientated relationship with the Employee in attaining improved service delivery.

3. COMMENCEMENT AND DURATION

3.1 This Agreement will commence on **01 July 2024** and will remain in force until **30 June 2025** where-after a new Performance Agreement shall be concluded between the parties for the next financial year or any portion thereof;

3.2 The Parties will conclude a new Performance Agreement that replaces this Agreement at least once a year by not later than 31st of July of the succeeding financial year;

3.3 This Agreement will terminate on the termination of the Employee's contract of employment for any reason; and

3.4 The content of this Agreement may be revised at any time during the abovementioned period to determine the current applicability of the matters previously agreed upon.

4. PERFORMANCE OBJECTIVES

4.1 The Performance Plan (Annexure A) sets out –

4.1.1 The performance objectives and targets that must be met by the Employee;

4.1.2 The time frames within which those performance objectives and targets must be met; and

4.1.3 The core competency requirements (Annexure B – definitions) as the management skills regarded as critical to the position held by the Employee.

4.2 The performance objectives and targets reflected in Annexure A are set by the Employer in consultation with the Employee and based on the Integrated Development Plan, Service Delivery and Budget Implementation Plan (SDBIP) and the Budget of the Employer, and shall include:

4.2.1 Key objectives that describe the main tasks that need to be done;

4.2.2 Key performance indicators (KPIs) that provide the details of the evidence that must be provided to show that a key objective has been achieved;

4.2.3 Target dates that describe the timeframe in which the targets must be achieved; and

4.2.4 Weightings showing the relative importance of the key objectives to each other.

4.3 The Personal Development Plan (Annexure C) sets out the Employee's personal development requirements in line with the objectives and targets of the Employer; and

4.4 The Employee's performance will, in addition, be measured in terms of contributions to the goals and strategies set out in the Employer's Integrated Development Plan.

5. PERFORMANCE MANAGEMENT SYSTEM

5.1 The Employee agrees to participate in the performance management system that the Employer adopted for the employees of the Employer;

5.2 The Employee accepts that the purpose of the performance management system will be to provide a comprehensive system with specific performance standards to assist the employees and service providers in performing to the standards required;

5.3 The Employer will consult the Employee about the specific performance standards and targets that will be included in the performance management system applicable to the Employee;

5.4 The Employee undertakes to actively focus on the promotion and implementation of the Strategic Focus Areas (SFAs) (including special projects relevant to the employee's responsibilities) within the local government framework;

5.5 The criteria upon which the performance of the Employee shall be assessed shall consist of two components, SFAs and Competency Framework requirements as per the Local Government: Regulations on Appointment and Conditions of Employment of Senior Managers, both of which shall be contained in the Performance Agreement;

5.6 The Employee's assessment will be based on his performance in terms of the outputs / outcomes (KPIs) identified as per the attached Performance Plan (Annexure A), which are linked to the SFAs applicable to the Employee and will constitute 80% of the overall assessment result as per the weightings agreed to between the Employer and Employee.

Table 1: Strategic Focus Areas

Strategic Focus Areas
SFA 1 - Valley of Possibility
SFA 2 - Green and Sustainable Valley
SFA 3 - Safe Valley
SFA 4 - Dignified Living
SFA 5 - Good Governance and Compliance

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Director: Corporate Services
Ms Annalene de Beer

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Municipal Manager:
Ms Geraldine Mettler

5.7 The competency requirements for senior managers as per Regulation 9 of Local Government: Regulations on Appointment and Conditions of Employment of Senior Managers will make up the other 20% of the Employee's assessment score. The competencies will be assessed every six (6) months (January and July).

Table 2: Leading and Core Competencies

Leading and Core Competencies		
1.	**Strategic direction and leadership**	• Impact and influence • Institutional performance management • Strategic planning and management • Organisational awareness
2.	**People management**	• Human capital planning and development • Diversity management • Employee relations management • Negotiation and dispute management
3.	**Programme and project management**	• Programme and project planning and implementation • Service delivery management • Programme and project monitoring and evaluation
4.	**Financial management**	• Budget planning and execution • Financial strategy and delivery • Financial reporting and delivery
5.	**Change leadership**	• Change vision and strategy • Process design and improvement • Change impact monitoring and evaluation
6.	**Governance leadership**	• Policy formulation • Risk and compliance management • Cooperative governance
7.	**Moral competence**	• Core Competency
8.	**Planning and organising**	• Core Competency
9.	**Analysis and innovation**	• Core Competency
10.	**Knowledge and information management**	• Core Competency
11.	**Communication**	• Core Competency
12.	**Results and quality focus**	• Core Competency

6. PERFORMANCE ASSESSMENT

6.1 The Performance Plan (Annexure A) to this Agreement sets out –

6.1.1 The standards and procedures for evaluating the Employee's performance; and

6.1.2 The intervals for the evaluation of the Employee's performance.

6.2 Despite the establishment of agreed intervals for evaluation, the Employer may in addition review the Employee's performance at any stage while the contract of employment remains in force;

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Director: Corporate Services
Ms Annalene de Beer

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Municipal Manager:
Ms Geraldine Mettler

6.3 Personal growth and development needs identified during any performance review discussion must be documented in a Personal Development Plan as well as the actions agreed to and implementation must take place within set time frames;

6.4 The Employee's performance will be measured in terms of contributions to the goals and strategies set out in the Employer's Integrated Development Plan (IDP) as described in 6.6 – 6.12 below;

6.5 The Employee will submit quarterly performance reports (SDBIP) and a comprehensive annual performance report at least one week prior to the performance assessment meetings to the Evaluation Panel Chairperson for distribution to the panel members for preparation purposes;

6.6 Assessment of the achievement of results as outlined in the performance plan:

6.6.1 Each KPI or group of KPIs shall be assessed according to the extent to which the specified standards or performance targets have been met and with due regard to ad-hoc tasks that had to be performed under the KPI;

6.6.2 A rating on the five-point scale shall be provided for each KPI or group of KPIs which will then be multiplied by the weighting to calculate the final score;

6.6.3 The Employee will submit his self-evaluation to the Employer prior to the formal assessment;

6.6.4 In the instance where the employee could not perform due to reasons outside the control of the employer and employee, the KPI will not be considered during the evaluation. The employee should provide sufficient evidence in such instances; and

6.6.5 An overall score will be calculated based on the total of the scores calculated above.

6.7 Assessment of the Competencies:

6.7.1 Each Competency shall be assessed in terms of the description provided in (Annexure B);

6.7.2 A rating shall be provided for each Competency which will then be multiplied by the weighting to calculate the final score; and

6.7.3 An overall score will be calculated based on the total of the scores calculated above.

6.8 Overall rating

6.8.1 An overall rating is calculated by adding the overall scores as calculated in 6.6.5 and 6.7.3 above; and

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Director: Corporate Services
Ms Annalene de Beer

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Municipal Manager:
Ms Geraldine Mettler

6.8.2 Such an overall rating represents the outcome of the performance appraisal.

6.9 The assessment of the performance of the Employee will be based on the following rating scales for SFAs and Competencies respectively:

6.9.1 Rating scale for SFAs - as mentioned in paragraph 5.6:

Table 3: Performance rating scale

Level	Terminology	Description
5	**Outstanding performance**	Performance far exceeds the standard expected of an employee at this level. The appraisal indicates that the Employee has achieved above fully effective results against all performance criteria and indicators as specified in the PA and Performance plan and maintained this in all areas of responsibility throughout the year.
4	**Performance significantly above expectations**	Performance is significantly higher than the standard expected in the job. The appraisal indicates that the Employee has achieved above fully effective results against more than half of the performance criteria and indicators and fully achieved all others throughout the year.
3	**Fully effective**	Performance fully meets the standards expected in all areas of the job. The appraisal indicates that the Employee has achieved effective results against all significant performance criteria and indicators specified in the PA and Performance Plan.
2	**Not fully effective**	Performance is below the standard required for the job in key areas. Performance meets some of the standards expected for the job. The review / assessment indicates that the employee has achieved below fully effective results against more than half the key performance criteria and indicators as specified in the PA and Performance Plan.
1	**Unacceptable performance**	Performance does not meet the standard expected for the job. The review / assessment indicates that the employee has achieved below fully effective results against almost all the performance criteria and indicators as specified in the PA and Performance Plan. The employee has failed to demonstrate the commitment or ability to bring performance up to the level expected in the job despite management efforts to encourage improvement.

6.9.2 Rating scale for Competencies -as mentioned in paragraph 5.7:

Table 4: Rating scale for Competencies

Level	Achievement Levels	Description
5	**Superior**	Has a comprehensive understanding of local government operations, critical in shaping strategic direction and change, develops, and applies comprehensive concepts and methods
4	**Advanced**	Develops and applies complex concepts, methods and understanding. Effectively directs and leads a group and executes in-depth analyses

Director: Corporate Services
Ms Annalene de Beer

Municipal Manager:
Ms Geraldine Mettler

Level	Achievement Levels	Description
3	Competent	Develops and applies more progressive concepts, methods and understanding. Plans and guides the work of others and executes progressive analyses
2	Basic	Applies basic concepts, methods, and understanding of local government operations, but requires supervision and development intervention
1	Sub Standard	Applies little to no basic concepts, methods, and understanding of local government operations.

6.10 For purposes of evaluating the performance of the Employee for the year-end reviews, an evaluation panel constituted of the following persons will be established–

6.10.1 Municipal Manager;

6.10.2 Municipal Manager from another municipality;

6.10.3 Chairperson of the Performance Audit Committee or in his / her absence thereof, the Chairperson of the Audit Committee; and

6.10.4 The Member of the Mayoral Committee (Portfolio Chairperson).

6.11 The Municipal Manager will evaluate the performance of the Employee as at the end of the 1st, and 3rd quarters; and

6.12 The Municipal Manager will give performance feedback to the Employee within five (5) working days after each quarterly and annual assessment meeting.

7. SCHEDULE FOR PERFORMANCE REVIEWS

7.1 The performance of the Employee in relation to his performance agreement shall be reviewed on the following dates.

Table 5: Schedule for performance reviews

Quarter	Review Period	Review to be completed by
1	July - September	October / November 2024 (Informal)
2	October – December	January / February 2025 (Formal)
3	January – March	April / May 2025 (Informal)
4	April - June	After the receipt of the AGSA's Management Report

7.2 The Employer shall keep a record of the mid-year and year-end assessment meetings;

7.3 Performance feedback shall be based on the Employer's assessment of the Employee's performance;

7.4 The Employer will be entitled to review and make reasonable changes to the provisions of Annexure A from time to time for operational reasons. The Employee will be fully consulted before any such change is made; and

7.5 The Employer may amend the provisions of Annexure A whenever the performance management system is adopted, implemented, and / or amended as the case may be. In that case, the Employee will be fully consulted before any such change is made.

8. DEVELOPMENTAL REQUIREMENTS

8.1 The Personal Development Plan (PDP) for addressing developmental gaps is attached as Annexure C. Such a Plan may be implemented and / or amended as the case may be after each assessment. In that case, the Employee will be fully consulted before any such change or plan is made.

9. OBLIGATIONS OF THE EMPLOYER

9.1 The Employer shall-

9.1.1 Create an enabling environment to facilitate effective performance by the employee;

9.1.2 Provide access to skills development and capacity-building opportunities;

9.1.3 Work collaboratively with the Employee to solve problems and generate solutions to common problems that may impact the performance of the Employee;

9.1.4 On the request of the Employee delegate such powers reasonably required by the Employee to enable him to meet the performance objectives and targets established in terms of this Agreement; and

9.1.5 Make available to the Employee such resources as the Employee may reasonably require from time to time assisting him to meet the performance objectives and targets established in terms of this Agreement.

10. CONSULTATION

10.1 The Employer agrees to consult the Employee timeously where the exercising of its powers will have amongst others-

10.1.1 A direct effect on the performance of any of the Employee's functions;

10.1.2 Commit the Employee to implement or to give effect to a decision made by the Employer; and

10.1.3 A substantial financial effect on the Employer.

Director: Corporate Services
Ms Annalene de Beer

Municipal Manager:
Ms Geraldine Mettler

10.2 The Employer agrees to inform the Employee of the outcome of any decisions taken pursuant to the exercise of powers contemplated in clause 12.1 as soon as is practicable to enable the Employee to take any necessary action with delay.

11. REWARD

11.1 The evaluation of the Employee's performance will form the basis for rewarding outstanding performance or correcting unacceptable performance;

11.2 The payment of the performance bonus is determined by the performance score obtained during the 4th quarter and as informed by the quarterly performance assessments;

11.3 A performance bonus of between 5% to 14% of the all-inclusive annual remuneration package may be paid to the Employee in recognition of outstanding performance to be constituted as follows:

Table 6: Performance bonus calculations

Performance Rating		Bonus Calculation
0% - 64%	Poor Performance	0% of the total package
65% - 69%	Average Performance	5% of the total package
70% - 74%	Fair Performance	9% of the total package
75% - 79%	Good Performance	11% of the total package
80% - 100%	Excellent Performance	14% of the total package

11.4 In the event of the Employee terminating his services during the validity period of this Agreement, the Employee's performance will be evaluated for the portion during which he / she was employed, and he / she will be entitled to a pro-rata performance bonus based on his evaluated performance for the period of actual service; and

11.5 The Employer will submit the total score of the annual assessment and of the Employee, to the full Council for purposes of recommending the bonus allocation.

12. MANAGEMENT OF EVALUATION OUTCOMES

12.1 Where the Employer is, at any time during the Employee's employment, not satisfied with the Employee's performance with respect to any matter dealt with in this Agreement, the Employer will give notice to the Employee to attend a meeting;

12.2 The Employee will have the opportunity at the meeting to satisfy the Employer of the measures being taken to ensure that his performance becomes satisfactory and any programme, including any dates, for implementing these measures;

12.3 Where there is a dispute or difference as to the performance of the Employee under this Agreement, the Parties will confer with a view to resolving the dispute or difference; and

12.4 In the case of unacceptable performance, the Employer shall –

12.4.1 Provide systematic remedial or developmental support to assist the Employee in improving his / her performance; and

12.4.2 After appropriate performance counselling and having provided the necessary guidance and / or support as well as reasonable time for improvement in performance, the Employer may consider steps to terminate the contract of employment of the Employee on grounds of unfitness or incapacity to carry out his or her duties.

13. DISPUTE RESOLUTION

13.1 In the event that the Employee is dissatisfied with any decision or action of the Employer in terms of this Agreement, or where a dispute or difference arises as to the extent to which the Employee has achieved the performance objectives and targets established in terms of this Agreement, the Employee may within 3 (three) business days, meet with the Employer with a view to resolving the issue. The Employer will record the outcome of the meeting in writing;

13.2 If the Parties cannot resolve the issues within 10 (ten) business days, an independent arbitrator, acceptable to both parties, shall be appointed to resolve the matter within 30 (thirty) business days; and

13.3 In the event that the mediation process contemplated above fails, the relevant clause of the Contract of Employment together with the relevant laws and regulations shall apply.

14. GENERAL

14.1 The contents of this agreement and the outcome of any review conducted in terms of Annexure A may be made available to the public by the Employer; and

14.2 Nothing in this agreement diminishes the obligations, duties, or accountabilities of the Employee in terms of his contract of employment, or the effects of existing or new regulations, circulars, policies, directives, or other instruments.

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Director: Corporate Services
Ms Annalene de Beer

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Municipal Manager:
Ms Geraldine Mettler

Thus, done and signed at Stellenbosch on the 25th day of June 2024

DIRECTOR: CORPORATE SERVICES

AS WITNESSES:

1.

2.

Thus, done and signed at Stellenbosch on the 25th day of June 2024

MUNICIPAL MANAGER

AS WITNESSES:

1.

2.

MEMBER OF MAYORAL COMMITTEE
(Portfolio: Corporate Services)
Cllr L Nkamisa

Director: Corporate Services
Ms Annalene de Beer

Municipal Manager:
Ms Geraldine Mettler

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Annexure A
Performance Plan

DIRECTOR: CORPORATE SERVICES

Director: Corporate Services
Ms Annalene de Beer

Municipal Manager:
Ms Geraldine Mettler

The Performance Plan sets out:

a) Key Performance Areas that the employee should focus on, performance objectives, key performance indicators and targets that must be met within a specific timeframe; and

b) The Competencies required from employees prescribed in the Regulations on the appointment and conditions of employment of senior managers, R21 of 2014.

KEY PERFORMANCE INDICATORS

The key performance areas, performance objectives, key performance indicators and targets that must be met within the agreed timeframe are described below. The assessment of these performance indicators will account for 80% (**eighty per cent)** of the total employee assessment score.

Part 1: Implementation of Service Delivery and Budget Implementation Plan (80%)

DIRECTOR: CORPORATE SERVICES													
IDP/ Ref No.	Strategic Focus Area (SFA)	Indicator (Activity / Project / Programme / Key Initiative)	Unit of Measurement	Indicator type	Baseline (Actual 2022/23)	5 Year Target	2024/25	Funding Source	Service Delivery and Budget Implementation Plan (SDBIP 2024/25)				Weight
									Q1	Q2	Q3	Q4	
TBC	SFA 5: Good Governance and Compliance	Effective Management and Functional Supervision of the Section: Registry and Office Auxiliary Services	Percentage of indicators of the Section: Registry and Office Auxiliary Services achieved, measured quarterly	Outcome	100%	80% per annum	80%	SM	80%	80%	80%	80%	4
TBC	SFA 5: Good Governance and Compliance	Effective Management and Functional Supervision of the Section: Secretariat / Committee Services	Percentage of indicators of the Section: Secretariat / Committee Services achieved, measured quarterly	Outcome	111.41%	80% per annum	80%	SM	80%	80%	80%	80%	4

Director: Corporate Services
Ms Annalene de Beer

Municipal Manager:
Ms Geraldine Mettler

DIRECTOR: CORPORATE SERVICES													
IDP/ Ref No.	Strategic Focus Area (SFA)	Indicator (Activity / Project / Programme / Key Initiative)	Unit of Measurement	Indicator type	Baseline (Actual 2022/23)	5 Year Target	2024/25	Funding Source	Service Delivery and Budget Implementation Plan (SDBIP 2024/25)				Weight
									Q1	Q2	Q3	Q4	
TBC	SFA 5: Good Governance and Compliance	Effective Management and Functional Supervision of the Department: Human Resources Management (HRM)	Percentage of indicators of the Department: Human Resources Management (HRM) achieved, measured quarterly	Outcome	94.46%	80% per annum	80%	SM	80%	80%	80%	80%	5
TBC	SFA 5: Good Governance and Compliance	Effective Management and Functional Supervision of the Department: Information and Communications Technology (ICT)	Percentage of indicators of the Department: Information and Communications Technology (ICT) achieved, measured quarterly	Outcome	76%	80% per annum	80%	SM	80%	80%	80%	80%	4
TBC	SFA 5: Good Governance and Compliance	Effective Management and Functional Supervision of the Section: Councillor's Support	Percentage of indicators of the Section: Councillor's Support achieved, measured quarterly	Outcome	97.50%	80% per annum	80%	SM	80%	80%	80%	80%	5
TBC	SFA 5: Good Governance and Compliance	Effective Management and Functional Supervision of the Section: Properties Management and Municipal Building Maintenance	Percentage of indicators of the Section: Properties Management and Municipal Building Maintenance achieved, measured quarterly	Outcome	77.23%	80% per annum	80%	SM	80%	80%	80%	80%	4
TBC	SFA 5: Good Governance and Compliance	Effective Management and Functional Supervision of the Section: Legal and Compliance Services	Percentage of indicators of the Section: Legal and Compliance Services achieved, measured quarterly	Outcome	100%	80% per annum	80%	SM	80%	80%	80%	80%	5
TBC	SFA 5: Good Governance and Compliance	Effective Management and Functional Supervision of the Section: Municipal Court	Percentage of indicators of the Section: Municipal Court achieved, measured quarterly	Outcome	97.50%	80% per annum	80%	SM	80%	80%	80%	80%	4

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IDP/ Ref No.	Strategic Focus Area (SFA)	Indicator (Activity / Project / Programme / Key Initiative)	Unit of Measurement	Indicator type	Baseline (Actual 2022/23)	5 Year Target	2024/25	Funding Source	Service Delivery and Budget Implementation Plan (SDBIP 2024/25)				Weight
									Q1	Q2	Q3	Q4	
KPI045	SFA 5: Good Governance and Compliance	The percentage of the payroll budget spent on implementing the Municipal Workplace Skills Plan (NKPI Proxy- MSA, Reg. S10(f))	Percentage of the municipality's payroll budget actually spent on implementing its Workplace Skills Plan ((Total Actual Training Expenditure / Total Annual payroll Budget) x 100), measured by 30 June	Input	0.89%	0.20% per annum	0.20%	SM	N/A	N/A	N/A	0.20%	4
KPI051	SFA 5: Good Governance and Compliance	Submission of the revised Information and Communication Technology (ICT) Backup Disaster Recovery Plan to the ICT Steering Committee	Number of revised ICT Backup Disaster Recovery Plans submitted to the ICT Steering Committee by 31 March	Output	1	1 per annum	1	SM	N/A	N/A	1	N/A	1
KPI052	SFA 5: Good Governance and Compliance	Submission of the revised Strategic ICT Plan to the ICT Steering Committee	Number of revised Strategic ICT Plans submitted to the ICT Steering Committee by 31 March	Output	1	1 per annum	1	SM	N/A	N/A	1	N/A	1
KPI057	SFA 5: Good Governance and Compliance	Submission of a draft Smart City Framework to the Municipal Manager	Number of draft Smart City Frameworks submitted to the Municipal Manager by 30 June	Output	1	1 per annum	1	SM	N/A	N/A	N/A	1	1
TBC	SFA 5: Good Governance and Compliance	Spend the Directorate: Corporate Services approved Capital Budget	Percentage of the approved Capital Budget of the Directorate: Corporate Services actually spent by 30 June	Input	82.23%	90% per annum	90%	SM	10%	30%	60%	90%	15

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IDP/ Ref No.	Strategic Focus Area (SFA)	Indicator (Activity / Project / Programme / Key Initiative)	Unit of Measurement	Indicator type	Baseline (Actual 2022/23)	5 Year Target	2024/25	Funding Source	Service Delivery and Budget Implementation Plan (SDBIP 2024/25)				Weight
									Q1	Q2	Q3	Q4	
TBC	SFA 5: Good Governance and Compliance	Submission of the final bid specifications for all capital projects to the Bid Specification Committee (BSC) *(2025/26)*	Percentage of final bid specifications for all capital projects submitted to the BSC by 30 June *(50% by 31 March 2025 and 100% by 30 June 2025 for the 2025/26 financial year)*	Output	100%	100% per annum	100%	SM	N/A	N/A	50%	100%	3
TBC	SFA 5: Good Governance and Compliance	Performance plans signed with all identified personnel	Number of performance plans signed with all identified personnel by 30 July	Output	6	13 per annum	13	SM	13	N/A	N/A	N/A	2
TBC	SFA 5: Good Governance and Compliance	Conduct formal performance evaluations with all identified personnel	Number of formal performance evaluations conducted with all identified personnel by 31 January	Output	12	26	26	SM	13	N/A	13	N/A	2
TBC	SFA 5: Good Governance and Compliance	Develop an Annual Departmental Risk Register	Number of Annual Departmental Risk Registers developed by 31 July	Output	1	1 per annum	1	SM	1	N/A	N/A	N/A	1
TBC	SFA 5: Good Governance and Compliance	Evaluation of the Departmental Risk Register	Number of Departmental Risk Registers evaluated quarterly	Output	4	4 per annum	4	SM	N/A	1 (1)	N/A	1 (2)	1
TBC	SFA 5: Good Governance and Compliance	Implementation of the Directors Forum resolutions	Percentage of the Directors Forum Resolutions implemented in accordance with due dates	Output	New KPI	80% per annum	80%	SM	80%	80%	80%	80%	3
TBC	SFA 5: Good Governance and Compliance	Implementation of the Council resolutions	Percentage of the Council resolutions implemented, measured quarterly	Output	70%	70% per annum	70%	SM	70%	70%	70%	70%	2

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IDP/ Ref No.	Strategic Focus Area (SFA)	Indicator (Activity / Project / Programme / Key Initiative)	Unit of Measurement	Indicator type	Baseline (Actual 2022/23)	5 Year Target	2024/25	Funding Source	Service Delivery and Budget Implementation Plan (SDBIP 2024/25)				Weight
									Q1	Q2	Q3	Q4	
TBC	SFA 5: Good Governance and Compliance	Implementation of the ICT Strategy	Number of actions implemented as identified in the ICT Strategy by 30 June	Outcome	4	4 per annum	4	SM	1 (1)	1 (2)	1 (3)	1 (4)	2
TBC	SFA 5: Good Governance and Compliance	Conduct a customer satisfaction survey (CSS)	Number of CSSs conducted by 31 March	Output	0	1 per annum	1	SM	N/A	N/A	1	N/A	1
TBC	SFA 5: Good Governance and Compliance	Implementation of the Directorate's actions as per the AGSA Audit Action Plan	Percentage of the Directorate's actions as per the AGSA Audit Action Plan implemented by 30 June	Output	100%	100%	100%	SM	N/A	N/A	50%	100%	2
TBC	SFA 5: Good Governance and Compliance	Submission of lease applications within 90 days from the date of application to the MayCo	Percentage of lease applications submitted to the MayCo within 90 days from the date of application, measured quarterly	Outcome	New KPI	90% per annum	90%	SM	90%	90%	90%	90%	3
TBC	SFA 5: Good Governance and Compliance	Submission of a draft Outdoor Dining Contravention Standard Operating Procedure (SOP) to the Municipal Manager	Number of draft Outdoor Dining Contravention SOPs submitted to the Municipal Manager by 30 August	Output	New KPI	1 per annum	1	SM	1	N/A	N/A	N/A	1
												Total	80

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Part 2: Competency Requirements (20%)

Ref	Leading and Core Competencies	(January) 1st Assessment	(July) Final Assessment	Weights	Comments
2.1	**Strategic direction and leadership**			**1.66%**	
2.2	**People management**			**1.66%**	
2.3	**Programme and project management**			**1.67%**	
2.4	**Financial management**			**1.67%**	
2.5	**Change leadership**			**1.66%**	
2.6	**Governance leadership**			**1.67%**	
2.7	**Moral competence**			**1.67%**	
2.8	**Planning and organising**			**1.67%**	
2.9	**Analysis and innovation**			**1.67%**	
2.10	**Knowledge and information management**			**1.67%**	
2.11	**Communication**			**1.66%**	
2.12	**Results and quality focus**			**1.67%**	
Total				**20%**	

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Annexure B
Competency Framework

DIRECTOR: CORPORATE SERVICES

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CLUSTER :	**LEADING COMPETENCIES**
COMPETENCY NAME :	**Strategic Direction and Leadership**
COMPETENCY DEFINITION :	**Provide and direct a vision for the institution, and inspire and deploy others to deliver on the strategic institutional mandate.**

ACHIEVEMENT LEVELS			
BASIC	**COMPETENT**	**ADVANCED**	**SUPERIOR**
• Understand Institutional and departmental strategic objectives, but • lacks the ability to inspire others to achieve set mandate.	• Give direction to a team in realising the institution's strategic mandate and set objectives.	• Evaluate all activities to determine value and alignment to strategic intent.	• Structure and position the institution to local government priorities.
• Describe how specific tasks link to institutional strategies but has limited influence in directing a strategy.	• Has a positive impact and influence on the morale, engagement and participation of team members.	• Display in-depth knowledge and understanding of strategic planning.	• Actively use in-depth knowledge and understanding to develop and implement a comprehensive institutional framework.
• Has a basic understanding of institutional performance management, but lacks the ability to integrate systems into a collective whole.	• Develop action plans to execute and guide strategy.	• Align strategy and goals across all functional areas.	• Hold self-accountable for strategy execution and results.
	• Assist in defining performance measures to monitor the progress and effectiveness of the institution.	• Actively define performance measures to monitor the progress and effectiveness of the institution.	• Provide impact and influence through building and maintaining strategic relationships.
	• Displays an awareness of institutional structures and political factors.	• Consistently challenge strategic plans to ensure relevance.	• Create an environment that facilitates loyalty and innovation. Display a superior level of self-discipline and integrity in actions.
• Demonstrate basic understanding of key decision making.	• Effectively communicate barriers to execution to relevant parties.	• Understand institutional structures and political factors, and the consequences of actions.	• Integrate various systems into a collective whole to optimise institutional performance management.
	• Provide guidance to all stakeholders in the achievement of the strategic mandate.	• Empower others to follow the strategic direction and deal with complex situations.	
	• Understand the aim and objectives of the institution and relate it to own work.	• Guide the institution through complex and ambiguous concern. • Use understanding of power relationships and dynamic tensions among key players	• Uses understanding of competing interests to maneuver successfully to a win/win outcome.

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CLUSTER :	LEADING COMPETENCIES		
COMPETENCY NAME :	Strategic Direction and Leadership		
COMPETENCY DEFINITION :	Provide and direct a vision for the institution, and inspire and deploy others to deliver on the strategic institutional mandate.		
ACHIEVEMENT LEVELS			
BASIC	COMPETENT	ADVANCED	SUPERIOR
		to frame communications and develop strategies, positions and alliances.	

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CLUSTER :	LEADING COMPETENCIES
COMPETENCY NAME :	People Management
COMPETENCY DEFINITION :	Effectively manage, inspire and encourage people, respect diversity, optimise talent and build and nurture relationships in order to achieve institutional objectives.

ACHIEVEMENT LEVELS			
BASIC	**COMPETENT**	**ADVANCED**	**SUPERIOR**
• Participate in team goalsetting and problem solving.	• Seek opportunities to increase team contribution and responsibility.	• Identify ineffective team and work processes and recommend remedial interventions.	• Develop and incorporate best practice people management processes, approaches and tools across the institution.
• Interact and collaborate with people of diverse backgrounds.	• Respect and support the diverse nature of others and be aware of the benefits of a diverse approach.	• Recognise and reward effective and desired behavior.	• Foster a culture of discipline, responsibility and accountability.
	• Effectively delegate tasks and empower others to increase contribution and execute functions optimally.	• Provide mentoring and guidance to others in order to increase personal effectiveness.	• Understand the impact of diversity in performance and actively incorporate a diversity strategy in the institution.
	• Apply relevant employee legislation fairly and consistently.	• Identify development and learning needs within the team.	• Develop comprehensive integrated strategies and approaches to human capital development and management.
• Aware of guidelines for employee development, but requires support in implementing development initiatives.		• Inspire a culture of performance excellence by giving positive and constructive feedback to the team. • Achieve agreement or consensus in adversarial environments. • Lead and unite diverse teams across divisions to achieve institutional objectives.	
	• Effectively identify capacity requirements to fulfill the strategic mandate.		• Actively identify trends and predict capacity requirements to facilitate unified transition and performance management.

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CLUSTER :	**LEADING COMPETENCIES**
COMPETENCY NAME :	**Programme and Project Management**
COMPETENCY DEFINITION :	**Able to understand program and project management methodology; plan, manage, monitor and evaluate specific activities in order to deliver on set objectives.**

ACHIEVEMENT LEVELS			
BASIC	**COMPETENT**	**ADVANCED**	**SUPERIOR**
• Initiate projects after approval from higher authorities.	• Establish broad stakeholder involvement and communicate the project status and key milestones.	• Manage multiple programs and balance priorities and conflicts according to institutional goals.	• Understand and conceptualise the long-term implications of desired project outcomes.
• Understand procedures of program and project management methodology, implications and stakeholder involvement.	• Define the roles and responsibilities of the project team and create clarity around expectations.	• Apply effective risk management strategies through impact assessment and resource requirements.	• Direct a comprehensive strategic macro and micro analysis and scope projects accordingly to realise institutional objectives.
• Understand the rational of projects in relation to the institution's strategic objectives.	• Find a balance between project deadline and the quality of deliverables.	• Modify project scope and budget when required without compromising the quality and objectives of the project.	• Influence people in positions of authority to implement outcomes of projects
• Document and communicate factors and risk associated with own work.	• Identify appropriate project resources to facilitate the effective completion of the deliverables.	• Involve top-level authorities and relevant stakeholders in seeking project buy-in.	• Lead and direct translation of policy into workable action plans
• Use results and approaches of successful project implementation as guide.	• Comply with statutory requirements and apply policies in a consistent manner. • Monitor progress and use of resources and make needed adjustments to timelines, steps and resource allocation.	• Identify and apply contemporary project management methodology • Influence and motivate project team to deliver exceptional results. • Monitor policy implementation and apply procedures to manage risks.	• Ensures that programs are monitored to track progress and optimal resource utilisation, and that adjustments are made as needed.

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CLUSTER :	**LEADING COMPETENCIES**
COMPETENCY NAME :	**Change Leadership**
COMPETENCY DEFINITION :	**Able to direct and initiate institutional transformation on all levels in order to successfully drive and implement new initiatives and deliver professional and quality services to the community.**

ACHIEVEMENT LEVELS			
BASIC	**COMPETENT**	**ADVANCED**	**SUPERIOR**
• Display an awareness of change interventions and the benefits of transformation initiatives.	• Perform an analysis of the change impact on the social, political and economic environment.	• Actively monitor change impact and results and convey progress to relevant stakeholders.	• Sponsor change agents and create a network of change leaders who support the interventions.
• Able to identify basic needs for change.	• Maintain calm and focus during change.	• Secure buy-in and sponsorship for change initiatives.	• Actively adapt current structures and processes to incorporate the change interventions.
• Identify gaps between the current and desired state.	• Able to assist team members during change and keep them focused on the deliverables.	• Continuously evaluate change strategy and design and introduce new approaches to enhance the institution's effectiveness.	• Mentor and guide team members on the effects of change, resistance factors and how to integrate change.
• Identify potential risk and challenges to transformation, including resistance to change factors.	• Volunteer to lead change efforts outside of own work team.	• Build and nurture relationships with various stakeholders to establish strategic alliance in facilitating change.	
• Participate in change programs and piloting change interventions.	• Able to gain buy-in and approval for change from relevant stakeholders.	• Take the lead in impactful change programs.	
	• Identify change readiness levels and assist in resolving resistance to change factors.	• Benchmark change interventions against best change practices.	• Motivate and inspire others around change initiatives.
• Understand the impact of change interventions on the institution within the broader scope of local government.	• Design change interventions that are aligned with the institution's strategic objectives and goals.	• Understand the impact and psychology of change and put remedial interventions in place to facilitate effective transformation. • Take calculated risk and seek new ideas from best practice scenarios and identify the potential for implementation.	

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CLUSTER :	**LEADING COMPETENCIES**
COMPETENCY NAME :	**Financial Management**
COMPETENCY DEFINITION :	**Able to compile, plan and manage budgets, control cash flow, institute financial risk management and administer procurement processes in accordance with recognised financial practices. Further to ensure that all financial transactions are managed in an ethical manner**

ACHIEVEMENT LEVELS			
BASIC	**COMPETENT**	**ADVANCED**	**SUPERIOR**
• Understand basic financial concepts and methods as they relate to institutional processes and activities	• Exhibit knowledge of general financial concepts, planning, budgeting and forecasting and how they interrelate	• Take active ownership of planning, budgeting and forecasting processes and provides credible answers to queries within own responsibility.	• Develop planning tools to assist in evaluating and monitoring future expenditure trends.
• Display awareness into the various sources of financial data, reporting mechanisms, financial governance, processes and systems	• Assess, identify and manage financial risks.	• Prepare budgets that are aligned to the strategic objectives of the institution.	• Set budget frameworks for the institution.
• Understand the importance of financial accountability	• Assume a cost-saving approach to financial management.	• Address complex budgeting and financial management concerns.	• Set strategic direction for the institution on expenditure and other financial processes.
	• Prepare financial reports based on specified formats.	• Put systems and processes in place to enhance the quality and integrity of financial management practices.	• Build and nurture partnerships to improve financial management and achieve financial savings.
	• Consider and understand the financial implications of decisions and suggestions.	• Advise on policies and procedures regarding asset control.	• Actively identify and implement new methods to improve asset control.
• Understand the importance of asset control.	• Ensure that delegation and instructions as required by National Treasury guidelines are reviewed and updated.		
	• Identify and implement proper monitoring and evaluation practices to ensure appropriate spending against budget.	• Promote National Treasury's regulatory framework for Financial Management.	• Display professionalism in dealing with financial data and processes.

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CLUSTER :	**LEADING COMPETENCIES**
COMPETENCY NAME :	**Governance Leadership**
COMPETENCY DEFINITION:	**Able to promote, direct and apply professionalism in managing risk and compliance requirements and apply a thorough understanding of governance practices and obligations. Further, able to direct the conceptualisation of relevant policies and enhance cooperative governance relationships.**

ACHIEVEMENT LEVELS			
BASIC	**COMPETENT**	**ADVANCED**	**SUPERIOR**
• Display a basic awareness of risk, compliance and governance factors but require guidance and development in implementing such requirements.	• Display a thorough understanding of governance and risk and compliance factors and implement plans to address these.	• Able to link risk initiatives into key institutional objectives and drivers.	• Demonstrate a high level of commitment in complying with governance requirements.
• Understand the structure of cooperative government but requires guidance on fostering workable relationships between stakeholders.	• Demonstrate understanding of the techniques and processes for optimising risk taking decisions within the institution.	• Identify, analyse and measure risk, create valid risk forecasts and map risk profiles.	• Implement governance and compliance strategy to ensure achievement of institutional objectives within the legislative framework.
		• Apply risk control methodology and approaches to prevent and reduce risk that impede on the achievement of institutional objectives.	• Able to advise local government on risk management, best practice interventions and compliance management.
		• Demonstrate a thorough understanding of risk retention plans.	• Able to forge positive relationships on cooperative governance level to enhance the effectiveness of local government.
• Provide input into policy formulation.	• Actively drive policy formulation within the institution to ensure the achievement of objectives.	• Identify and implement comprehensive risk management systems and processes.	
		• Implement and monitor the formulation of policies, identify and analyse constraints and challenges with implementation and provide recommendations for improvement.	• Able to shape, direct and drive the formulation of policies on a macro level.

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CLUSTER :	**CORE COMPETENCIES**
COMPETENCY NAME :	**Moral Competence**
COMPETENCY DEFINITION :	**Able to identify moral triggers, apply reasoning that promotes honesty and integrity and consistently display behavior that reflects moral competence**

ACHIEVEMENT LEVELS			
BASIC	**COMPETENT**	**ADVANCED**	**SUPERIOR**
• Realise the impact of acting with integrity, but requires guidance and development in implementing principles.	• Conduct self in alignment with the values of local government and the institution.	• Identify, develop and apply measures of self-correction.	• Create an environment conducive of moral practices.
• Follow basic rules and regulations of the institution.	• Able to openly admit own mistakes and weaknesses and seek assistance from others when unable to deliver.	• Able to gain trust and respect through aligning actions with commitments.	• Actively develop and implement measures to combat fraud and corruption.
	• Actively report fraudulent activity and corruption with local government.	• Make proposals and recommendations that are transparent and gain the approval of relevant stakeholders.	• Set integrity standards and shared accountability measures across the institution to support the objectives of local government.
	• Understand and honor the confidential nature of matters without seeking personal gain.	• Present values, beliefs and ideas that are congruent with the institution's rules and regulations.	
• Able to identify basic moral situations, but requires guidance and development in understanding and reasoning with moral intent.		• Takes an active stance against corruption and dishonesty when noted.	
	• Able to deal with situations of conflict of interest promptly and in the best interest of local government.	• Actively promote the value of the institution to internal and external stakeholders.	• Take responsibility for own actions and decisions, even if the consequences are unfavorable.
		• Able to work in unity with a team and not seek personal gain.	
		• Apply universal moral principles consistently to achieve moral decisions.	

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CLUSTER :	**CORE COMPETENCIES**
COMPETENCY NAME :	**Planning and Organising**
COMPETENCY DEFINITION :	**Able to plan, prioritise and organise information and resources effectively to ensure the quality of service delivery and build efficient contingency plans to manage risk.**

ACHIEVEMENT LEVELS			
BASIC	**COMPETENT**	**ADVANCED**	**SUPERIOR**
• Able to follow basic plans and organise tasks around set objectives.	• Actively and appropriately organise information and resources required for a task.	• Able to define institutional objectives, develop comprehensive plans, integrate and coordinate activities and assign appropriate resources for successful implementation.	• Focus on broad strategies and initiatives when developing plans and actions.
• Understand the process of planning and organising but requires guidance and development in providing detailed and comprehensive plans.	• Recognise the urgency and importance of tasks.	• Identify in advance required stages and actions to complete tasks.	• Able to protect and forecast short, medium and long term requirements of the institution and local government.
• Able to follow existing plans and ensure that objectives are met.	• Balance short and long-term plans and goals and incorporate into the team's performance objectives.	• Schedule realistic timelines, objectives and milestones for tasks and projects.	
• Focus on short-term objectives in developing plans and actions	• Schedule tasks to ensure they are performed within budget and with efficient use of time and resources.	• Produce clear, detailed and comprehensive plans to achieve institutional objectives.	• Translate policy into relevant projects to facilitate the achievement of institutional objectives.
• Arrange information and resources required for a task, but require further structure and organisation.	• Measures progress and monitor performance results.	• Identify possible risk factors and design and implement appropriate contingency plans. • Adapt plans in light of changing circumstances. • Prioritise tasks and projects according to their relevant urgency and importance.	

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CLUSTER :	**CORE COMPETENCIES**
COMPETENCY NAME :	**Analysis and Innovation**
COMPETENCY DEFINITION :	**Able to critically analyse information, challenges and trends to establish and implement fact-based solutions that are innovative to improve institutional processes in order to achieve key strategic objectives**

ACHIEVEMENT LEVELS			
BASIC	**COMPETENT**	**ADVANCED**	**SUPERIOR**
• Understand the basic operation of analysis, but lack detail and thoroughness.	• Demonstrate logical problem solving techniques and approaches and provide rationale for recommendations.	• Coaches team members on analytical and innovative approaches and techniques.	• Demonstrate complex analytical and problem solving approaches and techniques.
• Able to balance independent analysis with requesting assistance from others.	• Demonstrate objectivity, insight and thoroughness when analysing problems.	• Engage with appropriate individuals in analysing and resolving complex problems.	• Create an environment conducive to analytical and fact-based problem solving.
• Recommend new ways to perform tasks within own function.	• Able to break down complex problems into manageable parts and identify solutions.	• Identify solutions on various areas in the institution.	• Analyse, recommend solutions and monitor trends in key challenges to prevent and manage occurrence.
• Propose simple remedial interventions that marginally challenges the status quo.	• Consult internal and external stakeholders on opportunities to improve processes and service delivery.	• Formulate and implement new ideas throughout the institution.	• Create an environment that fosters innovative thinking and follows a learning organisation approach.
	• Clearly communicate the benefits of new opportunities and innovative solutions and stakeholders.	• Able to gain approval and buy-in for proposed interventions from relevant stakeholders.	• Be a thought leader on innovative customer service delivery and process optimisation.
• Listen to the ideas and perspectives of others and explore opportunities to enhance such innovative thinking.	• Continuously identify opportunities to enhance internal processes.	• Identify trends and best practices in process and service delivery and propose institutional application.	• Play an active role in sharing best practice solutions and engage in national and international local government seminars and conferences.
	• Identify and analyse opportunities conducive to innovative approaches and propose remedial intervention.	• Continuously engage in research to identify client needs.	

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CLUSTER :	**CORE COMPETENCIES**
COMPETENCY NAME :	**Knowledge and Information Management**
COMPETENCY DEFINITION :	**Able to promote the generation and sharing of knowledge and information through various processes and media, in order to enhance the collective knowledge base of local government**

ACHIEVEMENT LEVELS			
BASIC	**COMPETENT**	**ADVANCED**	**SUPERIOR**
• Collect, categorise and track relevant information required for specific tasks and projects.	• Use appropriate information systems and technology to manage institutional knowledge and information sharing.	• Effectively predict future information and knowledge management requirements and systems.	• Create and support a vision and culture where team members are empowered to seek, gain and share knowledge and information.
• Analyse and interpret information to draw conclusions.	• Evaluate data from various sources and use information effectively to influence decisions and provide solutions.	• Develop standards and processes to meet future knowledge management needs.	• Establish partnerships across local government to facilitate knowledge management.
• Seek new sources of information to increase the knowledge base.	• Actively create mechanisms and structures for sharing information.	• Share and promote best-practice knowledge management across various institutions.	• Demonstrate a mature approach.
• Regularly share information and knowledge with internal stakeholders and team members.	• Use external and internal resources to research and provide relevant and cutting-edge knowledge to enhance institutional effectiveness and efficiency.	• Establish accurate measures and monitoring systems for knowledge and information management. • Create a culture conducive of learning and knowledge sharing. • Hold regular knowledge and information sharing sessions to elicit new ideas and share best practice approaches.	• Recognise and exploit knowledge points in interactions with internal and external stakeholders.

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CLUSTER :	**CORE COMPETENCIES**
COMPETENCY NAME :	**Communication**
COMPETENCY DEFINITION :	**Able to share information, knowledge and ideas in a clear, focused and concise manner appropriate for the audience in order to effectively convey, persuade and influence stakeholders to achieve the desired outcome.**

ACHIEVEMENT LEVELS			
BASIC	**COMPETENT**	**ADVANCED**	**SUPERIOR**
• Demonstrate an understanding for communication levers and tools appropriate for the audience, but requires guidance in utilising such tools.	• Express ideas to individuals and groups in formal and informal settings in a manner that is interesting and motivating.	• Effectively communicate high-risk and sensitive matters to relevant stakeholders.	• Regarded as a specialist in negotiations and representing the institution.
• Express ideas in a clear and focused manner, but does not always take the audience into consideration.	• Able to understand, tolerate and appreciate diverse perspectives, attitudes and beliefs.	• Develop a well-defined communication strategy.	• Able to inspire and motivate others through positive communication that is impactful and relevant.
	• Adapt communication content and style to suit the audience and facilitate optimal information transfer.	• Balance political perspectives with institutional needs when communicating viewpoints on complex issues.	• Creates an environment conducive to transparent and productive communication and critical appreciate conversations.
	• Deliver content in a manner that gains support, commitment and agreement from relevant stakeholders.	• Able to effectively direct negotiations around complex.	
• Disseminate and convey information and knowledge adequately.		• Market and promote the institution to external stakeholders and seek to enhance a positive image of the institution.	• Able to coordinate negotiations at different levels within local government and externally.
	• Compile clear, focused, concise and well-structured written documents.	• Able to communicate with the media with high levels of moral competence and discipline.	

.....
Director: Corporate Services
Ms Annalene de Beer

.....
Municipal Manager:
Ms Geraldine Mettler

CLUSTER :	CORE COMPETENCIES
COMPETENCY NAME :	**Results and Quality Focus**
COMPETENCY DEFINITION :	**Able to maintain high quality standards, focus on achieving results and objectives while consistently striving to exceed expectations and encourage others to meet quality standards. Further, to actively monitor and measure results and quality against identified objectives.**

ACHIEVEMENT LEVELS			
BASIC	**COMPETENT**	**ADVANCED**	**SUPERIOR**
• Understand quality of work but requires guidance in attending to important matters.	• Focus on high-priority actions and does not become distracted by lower-priority activities.	• Consistently verify own standards and outcomes to ensure quality output.	• Coach and guide others to exceed quality standards and results.
• Show a basic commitment to achieving the correct results.	• Display firm commitment and pride in achieving the correct results.	• Focus on the end result and avoids being distracted	• Develop challenging, client-focused goals and sets high standards for personal performance.
• Produce the minimum level of results required in the role.	• Set quality standards and design processes and tasks around achieving set standards.	• Demonstrate a determined and committed approach to achieving results and quality standards.	• Commit to exceed the results and quality standards, monitor own performance and implement remedial interventions when required.
• Produce outcomes that is of a good standard.	• Produce output of high quality.	• Follow task and projects through to completion.	• Work with team to set ambitious and challenging team goals, communicating long- and short term expectations.
• Focus on the quantity of output but requires development in incorporating the quality of work.	• Able to balance the quantity and quality and quality of results in order to achieve objectives.	• Set challenging goals and objectives to self and team and display commitment to achieving expectations.	• Take appropriate risks to accomplish goals.
		• Maintain a focus on quality outputs when placed under pressure.	• Overcome setbacks and adjust action plans to realise goals.
• Produce quality work in general circumstances, but fails to meet expectation when under pressure.	• Monitors progress, quality of work and use of resources; provide status updates and make adjustments as needed.	• Establishing institutional systems for managing and assigning work, defining responsibilities, tracking, monitoring and measuring success, evaluating and valuing the work of the institution.	• Focus people on critical activities that yield a high impact.

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Director: Corporate Services
Ms Annalene de Beer

.....
Municipal Manager:
Ms Geraldine Mettler

STELLENBOSCH
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MUNISIPALITEIT • UMASIPALA • MUNICIPALITY

Annexure C

Personal Development Plan

DIRECTOR: CORPORATE SERVICES

.....
Director: Corporate Services
Ms Annalene de Beer

.....
Municipal Manager:
Ms Geraldine Mettler

Skills Performance Gap	Outcomes Expected	Suggested training and / or development activity	Suggested mode of delivery	Suggested Time Frames	Work opportunity created to practice skill / development area	Support Person
1.						
2.						
3.						

Signed and accepted by the Employee

Date: 25 June 2024

Signed by the Municipal Manager on behalf of the Municipality

Date: 25 June 2024

ANNEXURE 4

STELLENBOSCH

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Performance Agreement

2024/25

Director: Planning and Economic Development

PERFORMANCE AGREEMENT

MADE AND ENTERED INTO BY AND BETWEEN
STELLENBOSCH MUNICIPALITY AS HEREBY REPRESENTED BY:

THE MUNICIPAL MANAGER
Ms Geraldine Mettler
(herein and after referred to as the Employer**)**

AND

DIRECTOR: PLANNING AND ECONOMIC DEVELOPMENT
Mr Anthony Barnes
(herein and after referred to as the Employee**)**

FOR THE FINANCIAL YEAR:

01 JULY 2024 – 30 JUNE 2025

.....
Director: Planning and Economic Development
Mr Anthony Barnes

.....
Municipal Manager
Ms Geraldine Mettler

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Director: Planning and Economic Development
Mr Anthony Barnes

Municipal Manager
Ms Geraldine Mettler

1. INTRODUCTION

1.1 The Employer, duly represented by **Ms Geraldine Mettler**, in her capacity as the Municipal Manager has entered into a contract of employment with the Employee, **Mr Anthony Barnes**, in terms of section 57(1)(a) of the Local Government: Municipal Systems Act, 2000 (Act No. 32 of 2000) ("the Systems Act"). The Employer and the Employee are hereinafter referred to as "the Parties";

1.2 Section 57(1)(b) of the Systems Act, read with the Contract of Employment concluded between the parties, requires the Parties to conclude an annual performance agreement;

1.3 The Parties wish to ensure that they are clear about the goals to be achieved, and secure the commitment of the Employee to a set of outcomes that will promote local government policy goals;

1.4 The Parties wish to ensure that there is compliance with Sections 57(4B) and 57(5) of the Systems Act;

1.5 In this Agreement, the followings terms will have the meaning ascribed thereto:

1.5.1 "this Agreement" – means the performance agreement between the Employer and the employee and the Annexures thereto;

1.5.2 "the **Municipal Manager**" – means the Municipal Manager of the Municipality appointed in terms of Section 54(A) of the Systems Act;

1.5.3 "the Employee" means the **Director: Planning and Economic Development** appointed in terms of Section 56 of the Systems Act;

1.5.4 "the Employer" means **Stellenbosch Municipality**; and

1.5.5 "the Parties" means the Employer and Employee.

2. PURPOSE OF THIS AGREEMENT

2.1 To comply with the provisions of Section 57(1)(b), (4B) and (5) of the Systems Act as well as the Contract of Employment entered into between the Parties;

2.2 To specify objectives and targets established for the Employee and to communicate to the Employee the Employer's expectations of the Employee's performance targets and accountabilities;

2.3 To specify accountabilities as set out in the Performance Plan (Annexure A);

2.4 To monitor and measure performance against set targeted outputs and outcomes;

2.5 To establish a transparent and accountable working relationship;

2.6 To appropriately reward the employee in accordance with section 11 of this agreement; and

2.7 To give effect to the Employer's commitment to a performance-orientated relationship with the Employee in attaining improved service delivery.

3. COMMENCEMENT AND DURATION

3.1 This Agreement will commence on **01 July 2024** and will remain in force until **30 June 2025** where-after a new Performance Agreement shall be concluded between the parties for the next financial year or any portion thereof;

3.2 The Parties will conclude a new Performance Agreement that replaces this Agreement at least once a year by not later than 31st of July of the succeeding financial year;

3.3 This Agreement will terminate on the termination of the Employee's contract of employment for any reason; and

3.4 The content of this Agreement may be revised at any time during the abovementioned period to determine the current applicability of the matters previously agreed upon.

4. PERFORMANCE OBJECTIVES

4.1 The Performance Plan (Annexure A) sets out –

4.1.1 The performance objectives and targets that must be met by the Employee;

4.1.2 The time frames within which those performance objectives and targets must be met; and

4.1.3 The core competency requirements (Annexure B – definitions) as the management skills regarded as critical to the position held by the Employee.

4.2 The performance objectives and targets reflected in Annexure A are set by the Employer in consultation with the Employee and based on the Integrated Development Plan, Service Delivery and Budget Implementation Plan (SDBIP) and the Budget of the Employer, and shall include:

4.2.1 Key objectives that describe the main tasks that need to be done;

4.2.2 Key performance indicators (KPIs) that provide the details of the evidence that must be provided to show that a key objective has been achieved;

4.2.3 Target dates that describe the timeframe in which the targets must be achieved; and

4.2.4 Weightings showing the relative importance of the key objectives to each other.

4.3 The Personal Development Plan (Annexure C) sets out the Employee's personal development requirements in line with the objectives and targets of the Employer; and

4.4 The Employee's performance will, in addition, be measured in terms of contributions to the goals and strategies set out in the Employer's Integrated Development Plan.

5. PERFORMANCE MANAGEMENT SYSTEM

5.1 The Employee agrees to participate in the performance management system that the Employer adopted for the employees of the Employer;

5.2 The Employee accepts that the purpose of the performance management system will be to provide a comprehensive system with specific performance standards to assist the employees and service providers to perform to the standards required;

5.3 The Employer will consult the Employee about the specific performance standards and targets that will be included in the performance management system applicable to the Employee;

5.4 The Employee undertakes to actively focus on the promotion and implementation of the Strategic Focus Areas (SFAs) (including special projects relevant to the employee's responsibilities) within the local government framework;

5.5 The criteria upon which the performance of the Employee shall be assessed shall consist of two components, SFAs and Competency Framework requirements as per the Local Government: Regulations on Appointment and Conditions of Employment of Senior Managers, both of which shall be contained in the Performance Agreement;

5.6 The Employee's assessment will be based on his performance in terms of the outputs / outcomes (KPIs) identified as per the attached Performance Plan (Annexure A), which are linked to the SFAs applicable to the Employee, and will constitute 80% of the overall assessment result as per the weightings agreed to between the Employer and Employee.

Table 1: Strategic Focus Areas

Strategic Focus Areas
SFA 1 - Valley of Possibility
SFA 2 - Green and Sustainable Valley
SFA 3 - Safe Valley
SFA 4 - Dignified Living
SFA 5 - Good Governance and Compliance

Director: Planning and Economic Development
Mr Anthony Barnes

Municipal Manager
Ms Geraldine Mettler

5.7 The competency requirements for senior managers as per Regulation 9 of Local Government: Regulations on Appointment and Conditions of Employment of Senior Managers will make up the other 20% of the Employee's assessment score. The competencies will be assessed every six (6) months (January and July).

Table 2: Leading and Core Competencies

Leading and Core Competencies		
1.	**Strategic direction and leadership**	• Impact and influence • Institutional performance management • Strategic planning and management • Organisational awareness
2.	**People management**	• Human capital planning and development • Diversity management • Employee relations management • Negotiation and dispute management
3.	**Programme and project management**	• Programme and project planning and implementation • Service delivery management • Programme and project monitoring and evaluation
4.	**Financial management**	• Budget planning and execution • Financial strategy and delivery • Financial reporting and delivery
5.	**Change leadership**	• Change vision and strategy • Process design and improvement • Change impact monitoring and evaluation
6.	**Governance leadership**	• Policy formulation • Risk and compliance management • Cooperative governance
7.	**Moral competence**	• Core Competency
8.	**Planning and organising**	• Core Competency
9.	**Analysis and innovation**	• Core Competency
10.	**Knowledge and information management**	• Core Competency
11.	**Communication**	• Core Competency
12.	**Results and quality focus**	• Core Competency

6. PERFORMANCE ASSESSMENT

6.1 The Performance Plan (Annexure A) to this Agreement sets out –

6.1.1 The standards and procedures for evaluating the Employee's performance; and

6.1.2 The intervals for the evaluation of the Employee's performance.

6.2 Despite the establishment of agreed intervals for evaluation, the Employer may in addition review the Employee's performance at any stage while the contract of employment remains in force;

.....
Director: Planning and Economic Development
Mr Anthony Barnes

.....
Municipal Manager
Ms Geraldine Mettler

6.3 Personal growth and development needs identified during any performance review discussion must be documented in a Personal Development Plan as well as the actions agreed to and implementation must take place within set time frames;

6.4 The Employee's performance will be measured in terms of contributions to the goals and strategies set out in the Employer's Integrated Development Plan (IDP) as described in 6.6 – 6.12 below;

6.5 The Employee will submit quarterly performance reports (SDBIP) and a comprehensive annual performance report at least one week prior to the performance assessment meetings to the Evaluation Panel Chairperson for distribution to the panel members for preparation purposes;

6.6 Assessment of the achievement of results as outlined in the performance plan:

6.6.1 Each KPI or group of KPIs shall be assessed according to the extent to which the specified standards or performance targets have been met and with due regard to ad-hoc tasks that had to be performed under the KPI;

6.6.2 A rating on the five-point scale shall be provided for each KPI or group of KPIs which will then be multiplied by the weighting to calculate the final score;

6.6.3 The Employee will submit his self-evaluation to the Employer prior to the formal assessment;

6.6.4 In the instance where the employee could not perform due to reasons outside the control of the employer and employee, the KPI will not be considered during the evaluation. The employee should provide sufficient evidence in such instances; and

6.6.5 An overall score will be calculated based on the total of the scores calculated above.

6.7 Assessment of the Competencies:

6.7.1 Each Competency shall be assessed in terms of the description provided in (Annexure B);

6.7.2 A rating shall be provided for each Competency which will then be multiplied by the weighting to calculate the final score; and

6.7.3 An overall score will be calculated based on the total of the scores calculated above.

6.8 Overall rating

6.8.1 An overall rating is calculated by adding the overall scores as calculated in 6.6.5 and 6.7.3 above; and

6.8.2 Such an overall rating represents the outcome of the performance appraisal.

6.9 The assessment of the performance of the Employee will be based on the following rating scales for SFAs and Competencies respectively:

6.9.1 Rating scale for SFAs - as mentioned in paragraph 5.6:

Table 3: Performance rating scale

Level	Terminology	Description
5	**Outstanding performance**	Performance far exceeds the standard expected of an employee at this level. The appraisal indicates that the Employee has achieved above fully effective results against all performance criteria and indicators as specified in the PA and Performance plan and maintained this in all areas of responsibility throughout the year.
4	**Performance significantly above expectations**	Performance is significantly higher than the standard expected in the job. The appraisal indicates that the Employee has achieved above fully effective results against more than half of the performance criteria and indicators and fully achieved all others throughout the year.
3	**Fully effective**	Performance fully meets the standards expected in all areas of the job. The appraisal indicates that the Employee has achieved effective results against all significant performance criteria and indicators specified in the PA and Performance Plan.
2	**Not fully effective**	Performance is below the standard required for the job in key areas. Performance meets some of the standards expected for the job. The review / assessment indicates that the employee has achieved below fully effective results against more than half the key performance criteria and indicators as specified in the PA and Performance Plan.
1	**Unacceptable performance**	Performance does not meet the standard expected for the job. The review / assessment indicates that the employee has achieved below fully effective results against almost all the performance criteria and indicators as specified in the PA and Performance Plan. The employee has failed to demonstrate the commitment or ability to bring performance up to the level expected in the job despite management efforts to encourage improvement.

6.9.2 Rating scale for Competencies -as mentioned in paragraph 5.7:

Table 4: Rating scale for Competencies

Level	Achievement Levels	Description
5	**Superior**	Has a comprehensive understanding of local government operations, critical in shaping strategic direction and change, develops, and applies comprehensive concepts and methods
4	**Advanced**	Develops and applies complex concepts, methods and understanding. Effectively directs and leads a group and executes in-depth analyses

Level	Achievement Levels	Description
3	Competent	Develops and applies more progressive concepts, methods and understanding. Plans and guides the work of others and executes progressive analyses
2	Basic	Applies basic concepts, methods, and understanding of local government operations, but requires supervision and development intervention
1	Sub Standard	Applies little to no basic concepts, methods, and understanding of local government operations.

6.10 For purposes of evaluating the performance of the Employee for the year-end reviews, an evaluation panel constituted of the following persons will be established–

6.10.1 Municipal Manager;

6.10.2 Municipal Manager from another municipality;

6.10.3 Chairperson of the Performance Audit Committee or in his / her absence thereof, the Chairperson of the Audit Committee; and

6.10.4 The Member of the Mayoral Committee (Portfolio Chairperson).

6.11 The Municipal Manager will evaluate the performance of the Employee as at the end of the 1st, and 3rd quarters; and

6.12 The Municipal Manager will give performance feedback to the Employee within five (5) working days after each quarterly and annual assessment meeting.

7. SCHEDULE FOR PERFORMANCE REVIEWS

7.1 The performance of the Employee in relation to his performance agreement shall be reviewed on the following dates.

Table 5: Schedule for performance reviews

Quarter	Review Period	Review to be completed by
1	July - September	October / November 2024 (Informal)
2	October – December	January / February 2025 (Formal)
3	January – March	April / May 2025 (Informal)
4	April - June	After the receipt of the AGSA's Management Report

7.2 The Employer shall keep a record of the mid-year and year-end assessment meetings;

7.3 Performance feedback shall be based on the Employer's assessment of the Employee's performance;

Director: Planning and Economic Development
Mr Anthony Barnes

Municipal Manager
Ms Geraldine Mettler

7.4 The Employer will be entitled to review and make reasonable changes to the provisions of Annexure A from time to time for operational reasons. The Employee will be fully consulted before any such change is made; and

7.5 The Employer may amend the provisions of Annexure A whenever the performance management system is adopted, implemented, and / or amended as the case may be. In that case, the Employee will be fully consulted before any such change is made.

8. DEVELOPMENTAL REQUIREMENTS

8.1 The Personal Development Plan (PDP) for addressing developmental gaps is attached as Annexure C. Such a Plan may be implemented and / or amended as the case may be after each assessment. In that case, the Employee will be fully consulted before any such change or plan is made.

9. OBLIGATIONS OF THE EMPLOYER

9.1 The Employer shall-

9.1.1 Create an enabling environment to facilitate effective performance by the employee;

9.1.2 Provide access to skills development and capacity building opportunities;

9.1.3 Work collaboratively with the Employee to solve problems and generate solutions to common problems that may impact the performance of the Employee;

9.1.4 On the request of the Employee delegate such powers reasonably required by the Employee to enable him to meet the performance objectives and targets established in terms of this Agreement; and

9.1.5 Make available to the Employee such resources as the Employee may reasonably require from time to time assisting him to meet the performance objectives and targets established in terms of this Agreement.

10. CONSULTATION

10.1 The Employer agrees to consult the Employee timeously where the exercising of its powers will have amongst others-

10.1.1 A direct effect on the performance of any of the Employee's functions;

10.1.2 Commit the Employee to implement or to give effect to a decision made by the Employer; and

10.1.3 A substantial financial effect on the Employer.

10.2 The Employer agrees to inform the Employee of the outcome of any decisions taken pursuant to the exercise of powers contemplated in clause 12.1 as soon as is practicable to enable the Employee to take any necessary action with delay.

11. REWARD

11.1 The evaluation of the Employee's performance will form the basis for rewarding outstanding performance or correcting unacceptable performance;

11.2 The payment of the performance bonus is determined by the performance score obtained during the 4th quarter and as informed by the quarterly performance assessments;

11.3 A performance bonus of between 5% to 14% of the all-inclusive annual remuneration package may be paid to the Employee in recognition of outstanding performance to be constituted as follows:

Table 6: Performance bonus calculations

Performance Rating		Bonus Calculation
0% - 64%	Poor Performance	0% of the total package
65% - 69%	Average Performance	5% of the total package
70% - 74%	Fair Performance	9% of the total package
75% - 79%	Good Performance	11% of the total package
80% - 100%	Excellent Performance	14% of the total package

11.4 In the event of the Employee terminating his services during the validity period of this Agreement, the Employee's performance will be evaluated for the portion during which he was employed and he will be entitled to a pro-rata performance bonus based on his evaluated performance for the period of actual service; and

11.5 The Employer will submit the total score of the annual assessment and of the Employee, to the full Council for purposes of recommending the bonus allocation.

12. MANAGEMENT OF EVALUATION OUTCOMES

12.1 Where the Employer is, at any time during the Employee's employment, not satisfied with the Employee's performance with respect to any matter dealt with in this Agreement, the Employer will give notice to the Employee to attend a meeting;

12.2 The Employee will have the opportunity at the meeting to satisfy the Employer of the measures being taken to ensure that his performance becomes satisfactory and any programme, including any dates, for implementing these measures;

12.3 Where there is a dispute or difference as to the performance of the Employee under this Agreement, the Parties will confer with a view to resolving the dispute or difference; and

12.4 In the case of unacceptable performance, the Employer shall –

12.4.1 Provide systematic remedial or developmental support to assist the Employee to improve his performance; and

12.4.2 After appropriate performance counselling and having provided the necessary guidance and / or support as well as a reasonable time for improvement in performance, the Employer may consider steps to terminate the contract of employment of the Employee on grounds of unfitness or incapacity to carry out his or her duties.

13. DISPUTE RESOLUTION

13.1 In the event that the Employee is dissatisfied with any decision or action of the Employer in terms of this Agreement, or where a dispute or difference arises as to the extent to which the Employee has achieved the performance objectives and targets established in terms of this Agreement, the Employee may within 3 (three) business days, meet with the Employer with a view to resolving the issue. The Employer will record the outcome of the meeting in writing;

13.2 If the Parties cannot resolve the issues within 10 (ten) business days, an independent arbitrator, acceptable to both parties, shall be appointed to resolve the matter within 30 (thirty) business days; and

13.3 In the event that the mediation process contemplated above fails, the relevant clause of the Contract of Employment together with the relevant laws and regulations shall apply.

14. GENERAL

14.1 The contents of this agreement and the outcome of any review conducted in terms of Annexure A may be made available to the public by the Employer; and

14.2 Nothing in this agreement diminishes the obligations, duties, or accountabilities of the Employee in terms of his contract of employment, or the effects of existing or new regulations, circulars, policies, directives, or other instruments.

Director: Planning and Economic Development
Mr Anthony Barnes

Municipal Manager
Ms Geraldine Mettler

Thus, done and signed at Stellenbosch on the 25th day of June 2024

DIRECTOR: PLANNING AND ECONOMIC DEVELOPMENT

AS WITNESSES:

1.

2.

Thus, done and signed at Stellenbosch on the 25th day of June 2024

MUNICIPAL MANAGER

AS WITNESSES:

1.

2.

Director: Planning and Economic Development
Mr Anthony Barnes

Municipal Manager
Ms Geraldine Mettler

MEMBER OF MAYORAL COMMITTEE
(Portfolio: Human Settlements)
Cllr R du Toit

MEMBER OF MAYORAL COMMITTEE
(Portfolio: Planning, Local Economic Development and Tourism)
Cllr C van Wyk

MEMBER OF MAYORAL COMMITTEE
(Portfolio: Rural Management)
Cllr J Joon

.....
Director: Planning and Economic Development
Mr Anthony Barnes

.....
Municipal Manager
Ms Geraldine Mettler

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Annexure A
Performance Plan

DIRECTOR: PLANNING AND ECONOMIC DEVELOPMENT

.....
Director: Planning and Economic Development
Mr Anthony Barnes

.....
Municipal Manager
Ms Geraldine Mettler

The Performance Plan sets out:

a) Key Performance Areas that the employee should focus on, performance objectives, key performance indicators and targets that must be met within a specific timeframe; and

b) The Competencies required from employees prescribed in the Regulations on the appointment and conditions of employment of senior managers, R21 of 2014.

KEY PERFORMANCE INDICATORS

The key performance areas, performance objectives, key performance indicators and targets that must be met within the agreed timeframe are described below. The assessment of these performance indicators will account for 80% (**eighty per cent)** of the total employee assessment score.

Part 1: Implementation of Service Delivery and Budget Implementation Plan (80%)

DIRECTOR: PLANNING AND ECONOMIC DEVELOPMENT													
IDP/ Ref No.	Strategic Focus Area (SFA)	Indicator (Activity / Project / Programme / Key Initiative)	Unit of Measurement	Indicator type	Baseline (Actual 2022/23)	5 Year Target	2024/25	Funding Source	Service Delivery and Budget Implementation Plan (SDBIP 2024/25)				Weight
									Q1	Q2	Q3	Q4	
TBC	SFA 5: Good Governance and Compliance	Effective Management and Functional Supervision of the Department: Development Management	Percentage of indicators of the Department: Development Management achieved, measured quarterly	Outcome	81.20%	80% per annum	80%	SM	80%	80%	80%	80%	5
TBC	SFA 5: Good Governance and Compliance	Effective Management and Functional Supervision of the Department: Development Planning	Percentage of indicators of the Department: Development Planning achieved, measured quarterly	Outcome	92.25%	80% per annum	80%	SM	80%	80%	80%	80%	5

.....
Director: Planning and Economic Development
Mr Anthony Barnes

.....
Municipal Manager
Ms Geraldine Mettler

DIRECTOR: PLANNING AND ECONOMIC DEVELOPMENT													
IDP/ Ref No.	Strategic Focus Area (SFA)	Indicator (Activity / Project / Programme / Key Initiative)	Unit of Measurement	Indicator type	Baseline (Actual 2022/23)	5 Year Target	2024/25	Funding Source	Service Delivery and Budget Implementation Plan (SDBIP 2024/25)				Weight
									Q1	Q2	Q3	Q4	
TBC	SFA 5: Good Governance and Compliance	Effective Management and Functional Supervision of the Department: Integrated Human Settlements	Percentage of indicators of the Department: Integrated Human Settlements achieved, measured quarterly	Outcome	91.97%	80% per annum	80%	SM	80%	80%	80%	80%	5
KPI002	SFA 1: Valley of Possibility	Submission of the revised Economic Development Strategy to the Municipal Manager	Number of revised Economic Development Strategies submitted to the Municipal Manager by 31 March	Output	New KPI	1 per annum	1	SM	N/A	N/A	1	N/A	3
KPI003	SFA 1: Valley of Possibility	The number of jobs created through the municipality's local economic development initiatives including capital projects (NKPI Proxy - MSA, Reg. S10(d))	Number of job opportunities created through the municipality's local economic development initiatives including capital projects by 30 June	Output	1 449	1 100 per annum	1 100	SM	330 (330)	660 (660)	990 (990)	1 100 (1 100)	4
KPI004	SFA 1: Valley of Possibility	Submission of Land-use applications to the Municipal Planning Tribunal (MPT) within 120 days from the conclusion of the administrative processing of the application	Percentage of Land-use applications submitted to the MPT within 120 days from the conclusion of the administrative processing of the application	Output	100%	75% per annum	75%	SM	75%	75%	75%	75%	4
KPI005	SFA 1: Valley of Possibility	Provide training opportunities to entrepreneurs and Small, Medium and Micro Enterprises (SMMEs)	Number of quarterly training opportunities provided to entrepreneurs and SMMEs	Output	22	4 per annum	4	SM	1 (1)	1 (2)	1 (3)	1 (4)	2
KPI007	SFA 1: Valley of Possibility	Submission of the revised Housing Pipeline (document) to the MayCo	Number of revised Housing Pipelines (document) submitted to the MayCo by 31 May	Output	1	1 per annum	1	SM	N/A	N/A	N/A	1	3

Director: Planning and Economic Development
Mr Anthony Barnes

Municipal Manager
Ms Geraldine Mettler

DIRECTOR: PLANNING AND ECONOMIC DEVELOPMENT									Service Delivery and Budget Implementation Plan (SDBIP 2024/25)				
IDP/ Ref No.	Strategic Focus Area (SFA)	Indicator (Activity / Project / Programme / Key Initiative)	Unit of Measurement	Indicator type	Baseline (Actual 2022/23)	5 Year Target	2024/25	Funding Source	Q1	Q2	Q3	Q4	Weight
KPI014	SFA 2: Green and Sustainable Valley	Process building plan applications of <500sqm within 30 days after the date of receipt	Percentage of building plan applications of <500sqm processed within 30 days after the date of receipt	Outcome	46.55%	60% per annum	60%	SM	60%	60%	60%	60%	2
TBC	SFA 5 – Good Governance and Compliance	Submission of the final revised Integrated Zoning Scheme to the MayCo	Number of final revised Integrated Zoning Schemes submitted to the MayCo by 30 June	Output	New KPI	1 per annum	1	SM	N/A	N/A	N/A	1	2
TBC	SFA 5: Good Governance and Compliance	Implementation of the Mayoral Outcomes in the Integrated Development Plan (IDP) for the 2024/25 financial year	Percentage of the Mayoral Outcomes in the IDP for the 2024/25 financial year implemented by 30 June	Outcome	89.83%	80% per annum	80%	SM	80%	80%	80%	80%	2
TBC	SFA 5 – Good Governance and Compliance	Implementation of the Portfolio: Planning, LED, and Tourism's Outcomes in the Integrated Development Plan (IDP) for the 2024/25 financial year	Percentage of the Portfolio: Planning, LED, and Tourism's Outcomes in the IDP for the 2024/25 financial year implemented by 30 June	Outcome	New KPI	80% per annum	80%	SM	80%	80%	80%	80%	2
TBC	SFA 5: Good Governance and Compliance	Implementation of the Portfolio: Rural Management's Outcomes in the Integrated Development Plan (IDP) for the 2024/25 financial year	Percentage of the Portfolio: Rural Management's Outcomes in the IDP for the 2024/25 financial year implemented by 30 June	Outcome	85%	80% per annum	80%	SM	80%	80%	80%	80%	2
TBC	SFA 5 – Good Governance and Compliance	Implementation of the Portfolio: Human Settlements' Outcomes in the Integrated Development Plan (IDP) for the 2024/25 financial year	Percentage of the Portfolio: Human Settlements' Outcomes in the IDP for the 2024/25 financial year implemented by 30 June	Outcome	81.75%	80% per annum	80%	SM	80%	80%	80%	80%	2

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DIRECTOR: PLANNING AND ECONOMIC DEVELOPMENT													
IDP/ Ref No.	Strategic Focus Area (SFA)	Indicator (Activity / Project / Programme / Key Initiative)	Unit of Measurement	Indicator type	Baseline (Actual 2022/23)	5 Year Target	2024/25	Funding Source	Service Delivery and Budget Implementation Plan (SDBIP 2024/25)				Weight
									Q1	Q2	Q3	Q4	
TBC	SFA 5 – Good Governance and Compliance	Implementation of the Municipal Manager's Outcomes in the Integrated Development Plan (IDP) for the 2024/25 financial year	Percentage of the Municipal Manager's Outcomes in the IDP for the 2024/25 financial year implemented by 30 June	Outcome	89.25%	80% per annum	80%	SM	80%	80%	80%	80%	2
TBC	SFA 5: Good Governance and Compliance	Spend the Directorate: Planning and Economic Development's approved Capital Budget	Percentage of the approved Capital Budget of the Directorate: Planning and Economic Development actually spent by 30 June	Input	92.26%	90% per annum	90%	SM	10%	30%	60%	90%	20
TBC	SFA 5: Good Governance and Compliance	Submission of the final bid specifications for all capital projects to the Bid Specification Committee (BSC) (2025/26)	Percentage of the final bid specifications for all capital projects submitted to the BSC by 30 June (50% by 31 March 2025 and 100% by 30 June 2025 for the 2025/26 financial year)	Output	100%	100% per annum	100%	SM	N/A	N/A	50%	100%	3
TBC	SFA 5: Good Governance and Compliance	Submission of detailed procurement needs for all operational projects to the Supply Chain Management (SCM) Department	Number of quarterly detailed procurement needs submitted to SCM 10 days before the start of the quarter	Output	4	4 per annum	4	SM	1 (1)	1 (2)	1 (3)	1 (4)	1
TBC	SFA 5: Good Governance and Compliance	Performance plans signed with all identified personnel	Number of performance plans signed with all identified personnel by 30 July	Output	5	8 per annum	8	SM	8	N/A	N/A	N/A	1
TBC	SFA 5: Good Governance and Compliance	Conduct formal performance evaluations with all identified personnel	Number of formal performance evaluations conducted with all identified personnel by 31 January	Output	10	15 per annum	15	SM	7 (7)	N/A	8 (15)	N/A	1

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DIRECTOR: PLANNING AND ECONOMIC DEVELOPMENT													
IDP/ Ref No.	Strategic Focus Area (SFA)	Indicator (Activity / Project / Programme / Key Initiative)	Unit of Measurement	Indicator type	Baseline (Actual 2022/23)	5 Year Target	2024/25	Funding Source	Service Delivery and Budget Implementation Plan (SDBIP 2024/25)				Weight
									Q1	Q2	Q3	Q4	
TBC	SFA 5: Good Governance and Compliance	Develop an Annual Departmental Risk Register	Number of Annual Departmental Risk Registers developed by 31 July	Output	1	1 per annum	1	SM	1	N/A	N/A	N/A	1
TBC	SFA 5: Good Governance and Compliance	Evaluation of the Departmental Risk Register	Number of Departmental Risk Registers evaluated by 31 May	Output	2	2 per annum	2	SM	N/A	1 (1)	N/A	1 (2)	1
TBC	SFA 5: Good Governance and Compliance	Implementation of the Directors Forum resolutions	Percentage of the Directors Forum Resolutions implemented in accordance with due dates	Output	New KPI	80% per annum	80%	SM	80%	80%	80%	80%	1
TBC	SFA 5: Good Governance and Compliance	Implementation of the Council resolutions	Percentage of the Council resolutions implemented, measured quarterly	Output	82.25%	70% per annum	70%	SM	70%	70%	70%	70%	1
TBC	SFA 5: Good Governance and Compliance	Raise / Collect Operating Budget revenue of the Department: Planning and Economic Development as per the approved budget	Percentage of the Department: Planning and Economic Development revenue raised / collected by 30 June	Outcome	100.18%	96% per annum	96%	SM	25%	50%	75%	96%	2
TBC	SFA 1: Valley of Possibility	Submission of a revised Investment Prospectus to the Municipal Manager	Number of revised Investment Prospectuses submitted to the Municipal Manager by 30 June	Output	1	1 per annum	1	SM	N/A	N/A	N/A	1	2
TBC	SFA 5: Good Governance and Compliance	Implementation of the Directorate's actions as per the AGSA Audit Action Plan	Percentage of the Directorate's actions as per the AGSA Audit Action Plan implemented by 30 June	Output	100%	100% per annum	100%	SM	N/A	N/A	50%	100%	1
												Total	80

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Part 2: Competency Requirements (20%)

Ref	Leading and Core Competencies	(January) 1st Assessment	(July) Final Assessment	Weights	Comments
2.1	**Strategic direction and leadership**			**1.66%**	
2.2	**People management**			**1.66%**	
2.3	**Programme and project management**			**1.66%**	
2.4	**Financial management**			**1.66%**	
2.5	**Change leadership**			**1.67%**	
2.6	**Governance leadership**			**1.67%**	
2.7	**Moral competence**			**1.67%**	
2.8	**Planning and organising**			**1.67%**	
2.9	**Analysis and innovation**			**1.67%**	
2.10	**Knowledge and information management**			**1.67%**	
2.11	**Communication**			**1.67%**	
2.12	**Results and quality focus**			**1.67%**	
Total				**20%**	

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Annexure B
Competency Framework

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CLUSTER :	**LEADING COMPETENCIES**
COMPETENCY NAME :	**Strategic Direction and Leadership**
COMPETENCY DEFINITION :	**Provide and direct a vision for the institution, and inspire and deploy others to deliver on the strategic institutional mandate.**

ACHIEVEMENT LEVELS			
BASIC	**COMPETENT**	**ADVANCED**	**SUPERIOR**
• Understand Institutional and departmental strategic objectives, but • lacks the ability to inspire others to achieve set mandate.	• Give direction to a team in realising the institution's strategic mandate and set objectives.	• Evaluate all activities to determine value and alignment to strategic intent.	• Structure and position the institution to local government priorities.
• Describe how specific tasks link to institutional strategies but have limited influence in directing a strategy.	• Has a positive impact and influence on the morale, engagement and participation of team members.	• Display in-depth knowledge and understanding of strategic planning.	• Actively use in-depth knowledge and understanding to develop and implement a comprehensive institutional framework.
• Has a basic understanding of institutional performance management, but lacks the ability to integrate systems into a collective whole.	• Develop action plans to execute and guide strategy.	• Align strategy and goals across all functional areas.	• Hold self-accountable for strategy execution and results.
	• Assist in defining performance measures to monitor the progress and effectiveness of the institution.	• Actively define performance measures to monitor the progress and effectiveness of the institution.	• Provide impact and influence through building and maintaining strategic relationships.
	• Displays an awareness of institutional structures and political factors.	• Consistently challenge strategic plans to ensure relevance.	• Create an environment that facilitates loyalty and innovation. Display a superior level of self-discipline and integrity in actions.
• Demonstrate basic understanding of key decision making.	• Effectively communicate barriers to execution to relevant parties.	• Understand institutional structures and political factors, and the consequences of actions.	• Integrate various systems into a collective whole to optimise institutional performance management.
	• Provide guidance to all stakeholders in the achievement of the strategic mandate.	• Empower others to follow the strategic direction and deal with complex situations.	
	• Understand the aim and objectives of the institution and relate it to own work.	• Guide the institution through complex and ambiguous concern. • Use understanding of power relationships and dynamic tensions among key players	• Uses understanding of competing interests to maneuver successfully to a win/win outcome.

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CLUSTER :	LEADING COMPETENCIES		
COMPETENCY NAME :	Strategic Direction and Leadership		
COMPETENCY DEFINITION :	Provide and direct a vision for the institution, and inspire and deploy others to deliver on the strategic institutional mandate.		
ACHIEVEMENT LEVELS			
BASIC	COMPETENT	ADVANCED	SUPERIOR
		to frame communications and develop strategies, positions and alliances.	

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CLUSTER :	LEADING COMPETENCIES		
COMPETENCY NAME :	People Management		
COMPETENCY DEFINITION :	Effectively manage, inspire and encourage people, respect diversity, optimise talent and build and nurture relationships in order to achieve institutional objectives.		
ACHIEVEMENT LEVELS			
BASIC	COMPETENT	ADVANCED	SUPERIOR
• Participate in team goalsetting and problem solving.	• Seek opportunities to increase team contribution and responsibility.	• Identify ineffective team and work processes and recommend remedial interventions.	• Develop and incorporate best practice people management processes, approaches and tools across the institution.
• Interact and collaborate with people of diverse backgrounds.	• Respect and support the diverse nature of others and be aware of the benefits of a diverse approach.	• Recognise and reward effective and desired behavior.	• Foster a culture of discipline, responsibility and accountability.
	• Effectively delegate tasks and empower others to increase contribution and execute functions optimally.	• Provide mentoring and guidance to others in order to increase personal effectiveness.	• Understand the impact of diversity in performance and actively incorporate a diversity strategy in the institution.
	• Apply relevant employee legislation fairly and consistently.	• Identify development and learning needs within the team.	• Develop comprehensive integrated strategies and approaches to human capital development and management.
• Aware of guidelines for employee development, but requires support in implementing development initiatives.		• Inspire a culture of performance excellence by giving positive and constructive feedback to the team. • Achieve agreement or consensus in adversarial environments. • Lead and unite diverse teams across divisions to achieve institutional objectives.	
	• Effectively identify capacity requirements to fulfill the strategic mandate.		• Actively identify trends and predict capacity requirements to facilitate unified transition and performance management.

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CLUSTER :	LEADING COMPETENCIES		
COMPETENCY NAME :	**Programme and Project Management**		
COMPETENCY DEFINITION :	**Able to understand program and project management methodology; plan, manage, monitor and evaluate specific activities in order to deliver on set objectives.**		
ACHIEVEMENT LEVELS			
BASIC	COMPETENT	ADVANCED	SUPERIOR
• Initiate projects after approval from higher authorities.	• Establish broad stakeholder involvement and communicate the project status and key milestones.	• Manage multiple programs and balance priorities and conflicts according to institutional goals.	• Understand and conceptualise the long-term implications of desired project outcomes.
• Understand procedures of program and project management methodology, implications and stakeholder involvement.	• Define the roles and responsibilities of the project team and create clarity around expectations.	• Apply effective risk management strategies through impact assessment and resource requirements.	• Direct a comprehensive strategic macro and micro analysis and scope projects accordingly to realise institutional objectives.
• Understand the rational of projects in relation to the institution's strategic objectives.	• Find a balance between project deadline and the quality of deliverables.	• Modify project scope and budget when required without compromising the quality and objectives of the project.	• Influence people in positions of authority to implement outcomes of projects
• Document and communicate factors and risk associated with own work.	• Identify appropriate project resources to facilitate the effective completion of the deliverables.	• Involve top-level authorities and relevant stakeholders in seeking project buy-in.	• Lead and direct translation of policy into workable action plans
• Use results and approaches of successful project implementation as guide.	• Comply with statutory requirements and apply policies in a consistent manner. • Monitor progress and use of resources and make needed adjustments to timelines, steps and resource allocation.	• Identify and apply contemporary project management methodology • Influence and motivate project team to deliver exceptional results. • Monitor policy implementation and apply procedures to manage risks.	• Ensures that programs are monitored to track progress and optimal resource utilisation, and that adjustments are made as needed.

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CLUSTER :	**LEADING COMPETENCIES**
COMPETENCY NAME :	**Change Leadership**
COMPETENCY DEFINITION :	**Able to direct and initiate institutional transformation on all levels in order to successfully drive and implement new initiatives and deliver professional and quality services to the community.**

ACHIEVEMENT LEVELS			
BASIC	**COMPETENT**	**ADVANCED**	**SUPERIOR**
• Display an awareness of change interventions and the benefits of transformation initiatives.	• Perform an analysis of the change impact on the social, political and economic environment.	• Actively monitor change impact and results and convey progress to relevant stakeholders.	• Sponsor change agents and create a network of change leaders who support the interventions.
• Able to identify basic needs for change.	• Maintain calm and focus during change.	• Secure buy-in and sponsorship for change initiatives.	• Actively adapt current structures and processes to incorporate the change interventions.
• Identify gaps between the current and desired state.	• Able to assist team members during change and keep them focused on the deliverables.	• Continuously evaluate change strategy and design and introduce new approaches to enhance the institution's effectiveness.	• Mentor and guide team members on the effects of change, resistance factors and how to integrate change.
• Identify potential risk and challenges to transformation, including resistance to change factors.	• Volunteer to lead change efforts outside of own work team.	• Build and nurture relationships with various stakeholders to establish strategic alliance in facilitating change.	
• Participate in change programs and piloting change interventions.	• Able to gain buy-in and approval for change from relevant stakeholders.	• Take the lead in impactful change programs.	
	• Identify change readiness levels and assist in resolving resistance to change factors.	• Benchmark change interventions against best change practices.	• Motivate and inspire others around change initiatives.
• Understand the impact of change interventions on the institution within the broader scope of local government.	• Design change interventions that are aligned with the institution's strategic objectives and goals.	• Understand the impact and psychology of change and put remedial interventions in place to facilitate effective transformation. • Take calculated risk and seek new ideas from best practice scenarios and identify the potential for implementation.	

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CLUSTER :	**LEADING COMPETENCIES**
COMPETENCY NAME :	**Financial Management**
COMPETENCY DEFINITION :	**Able to compile, plan and manage budgets, control cash flow, institute financial risk management and administer procurement processes in accordance with recognised financial practices. Further to ensure that all financial transactions are managed in an ethical manner**

ACHIEVEMENT LEVELS			
BASIC	**COMPETENT**	**ADVANCED**	**SUPERIOR**
• Understand basic financial concepts and methods as they relate to institutional processes and activities	• Exhibit knowledge of general financial concepts, planning, budgeting and forecasting and how they interrelate	• Take active ownership of planning, budgeting and forecasting processes and provides credible answers to queries within own responsibility.	• Develop planning tools to assist in evaluating and monitoring future expenditure trends.
• Display awareness into the various sources of financial data, reporting mechanisms, financial governance, processes and systems	• Assess, identify and manage financial risks.	• Prepare budgets that are aligned to the strategic objectives of the institution.	• Set budget frameworks for the institution.
• Understand the importance of financial accountability	• Assume a cost-saving approach to financial management.	• Address complex budgeting and financial management concerns.	• Set strategic direction for the institution on expenditure and other financial processes.
	• Prepare financial reports based on specified formats.	• Put systems and processes in place to enhance the quality and integrity of financial management practices.	• Build and nurture partnerships to improve financial management and achieve financial savings.
	• Consider and understand the financial implications of decisions and suggestions.	• Advise on policies and procedures regarding asset control.	• Actively identify and implement new methods to improve asset control.
• Understand the importance of asset control.	• Ensure that delegation and instructions as required by National Treasury guidelines are reviewed and updated.		
	• Identify and implement proper monitoring and evaluation practices to ensure appropriate spending against budget.	• Promote National Treasury's regulatory framework for Financial Management.	• Display professionalism in dealing with financial data and processes.

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CLUSTER :	**LEADING COMPETENCIES**
COMPETENCY NAME :	**Governance Leadership**
COMPETENCY DEFINITION:	**Able to promote, direct and apply professionalism in managing risk and compliance requirements and apply a thorough understanding of governance practices and obligations. Further, able to direct the conceptualisation of relevant policies and enhance cooperative governance relationships.**

ACHIEVEMENT LEVELS			
BASIC	**COMPETENT**	**ADVANCED**	**SUPERIOR**
• Display a basic awareness of risk, compliance and governance factors but require guidance and development in implementing such requirements.	• Display a thorough understanding of governance and risk and compliance factors and implement plans to address these.	• Able to link risk initiatives into key institutional objectives and drivers.	• Demonstrate a high level of commitment in complying with governance requirements.
• Understand the structure of cooperative government but requires guidance on fostering workable relationships between stakeholders.	• Demonstrate understanding of the techniques and processes for optimising risk taking decisions within the institution.	• Identify, analyse and measure risk, create valid risk forecasts and map risk profiles.	• Implement governance and compliance strategy to ensure achievement of institutional objectives within the legislative framework.
		• Apply risk control methodology and approaches to prevent and reduce risk that impede on the achievement of institutional objectives.	• Able to advise local government on risk management, best practice interventions and compliance management.
		• Demonstrate a thorough understanding of risk retention plans.	• Able to forge positive relationships on cooperative governance level to enhance the effectiveness of local government.t
• Provide input into policy formulation.	• Actively drive policy formulation within the institution to ensure the achievement of objectives.	• Identify and implement comprehensive risk management systems and processes.	
		• Implement and monitor the formulation of policies, identify and analyse constraints and challenges with implementation and provide recommendations for improvement.	• Able to shape, direct and drive the formulation of policies on a macro level.

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CLUSTER :	**CORE COMPETENCIES**
COMPETENCY NAME :	**Moral Competence**
COMPETENCY DEFINITION :	**Able to identify moral triggers, apply reasoning that promotes honesty and integrity and consistently display behavior that reflects moral competence**

ACHIEVEMENT LEVELS			
BASIC	**COMPETENT**	**ADVANCED**	**SUPERIOR**
• Realise the impact of acting with integrity, but requires guidance and development in implementing principles.	• Conduct self in alignment with the values of local government and the institution.	• Identify, develop and apply measures of self-correction.	• Create an environment conducive of moral practices.
• Follow basic rules and regulations of the institution.	• Able to openly admit own mistakes and weaknesses and seek assistance from others when unable to deliver.	• Able to gain trust and respect through aligning actions with commitments.	• Actively develop and implement measures to combat fraud and corruption.
	• Actively report fraudulent activity and corruption with local government.	• Make proposals and recommendations that are transparent and gain the approval of relevant stakeholders.	• Set integrity standards and shared accountability measures across the institution to support the objectives of local government.
	• Understand and honor the confidential nature of matters without seeking personal gain.	• Present values, beliefs and ideas that are congruent with the institution's rules and regulations.	
• Able to identify basic moral situations, but requires guidance and development in understanding and reasoning with moral intent.		• Takes an active stance against corruption and dishonesty when noted.	
	• Able to deal with situations of conflict of interest promptly and in the best interest of local government.	• Actively promote the value of the institution to internal and external stakeholders.	• Take responsibility for own actions and decisions, even if the consequences are unfavorable.
		• Able to work in unity with a team and not seek personal gain.	
		• Apply universal moral principles consistently to achieve moral decisions.	

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CLUSTER :	CORE COMPETENCIES
COMPETENCY NAME :	Planning and Organising
COMPETENCY DEFINITION :	Able to plan, prioritise and organise information and resources effectively to ensure the quality of service delivery and build efficient contingency plans to manage risk.

ACHIEVEMENT LEVELS			
BASIC	**COMPETENT**	**ADVANCED**	**SUPERIOR**
• Able to follow basic plans and organise tasks around set objectives.	• Actively and appropriately organise information and resources required for a task.	• Able to define institutional objectives, develop comprehensive plans, integrate and coordinate activities and assign appropriate resources for successful implementation.	• Focus on broad strategies and initiatives when developing plans and actions.
• Understand the process of planning and organising but requires guidance and development in providing detailed and comprehensive plans.	• Recognise the urgency and importance of tasks.	• Identify in advance required stages and actions to complete tasks.	• Able to protect and forecast short, medium and long term requirements of the institution and local government.
• Able to follow existing plans and ensure that objectives are met.	• Balance short and long-term plans and goals and incorporate into the team's performance objectives.	• Schedule realistic timelines, objectives and milestones for tasks and projects.	
• Focus on short-term objectives in developing plans and actions	• Schedule tasks to ensure they are performed within budget and with efficient use of time and resources.	• Produce clear, detailed and comprehensive plans to achieve institutional objectives.	• Translate policy into relevant projects to facilitate the achievement of institutional objectives.
• Arrange information and resources required for a task, but require further structure and organisation.	• Measures progress and monitor performance results.	• Identify possible risk factors and design and implement appropriate contingency plans. • Adapt plans in light of changing circumstances. • Prioritise tasks and projects according to their relevant urgency and importance.	

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CLUSTER :	**CORE COMPETENCIES**
COMPETENCY NAME :	**Analysis and Innovation**
COMPETENCY DEFINITION :	**Able to critically analyse information, challenges and trends to establish and implement fact-based solutions that are innovative to improve institutional processes in order to achieve key strategic objectives**

ACHIEVEMENT LEVELS			
BASIC	**COMPETENT**	**ADVANCED**	**SUPERIOR**
• Understand the basic operation of analysis, but lack detail and thoroughness.	• Demonstrate logical problem solving techniques and approaches and provide rationale for recommendations.	• Coaches team members on analytical and innovative approaches and techniques.	• Demonstrate complex analytical and problem solving approaches and techniques.
• Able to balance independent analysis with requesting assistance from others.	• Demonstrate objectivity, insight and thoroughness when analysing problems.	• Engage with appropriate individuals in analysing and resolving complex problems.	• Create an environment conducive to analytical and fact-based problem solving.
• Recommend new ways to perform tasks within own function.	• Able to break down complex problems into manageable parts and identify solutions.	• Identify solutions on various areas in the institution.	• Analyse, recommend solutions and monitor trends in key challenges to prevent and manage occurrence.
• Propose simple remedial interventions that marginally challenges the status quo.	• Consult internal and external stakeholders on opportunities to improve processes and service delivery.	• Formulate and implement new ideas throughout the institution.	• Create an environment that fosters innovative thinking and follows a learning organisation approach.
	• Clearly communicate the benefits of new opportunities and innovative solutions and stakeholders.	• Able to gain approval and buy-in for proposed interventions from relevant stakeholders.	• Be a thought leader on innovative customer service delivery and process optimisation.
• Listen to the ideas and perspectives of others and explore opportunities to enhance such innovative thinking.	• Continuously identify opportunities to enhance internal processes.	• Identify trends and best practices in process and service delivery and propose institutional application.	• Play an active role in sharing best practice solutions and engage in national and international local government seminars and conferences.
	• Identify and analyse opportunities conducive to innovative approaches and propose remedial intervention.	• Continuously engage in research to identify client needs.	

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CLUSTER :	CORE COMPETENCIES
COMPETENCY NAME :	**Knowledge and Information Management**
COMPETENCY DEFINITION :	**Able to promote the generation and sharing of knowledge and information through various processes and media, in order to enhance the collective knowledge base of local government**

ACHIEVEMENT LEVELS			
BASIC	**COMPETENT**	**ADVANCED**	**SUPERIOR**
• Collect, categorise and track relevant information required for specific tasks and projects.	• Use appropriate information systems and technology to manage institutional knowledge and information sharing.	• Effectively predict future information and knowledge management requirements and systems.	• Create and support a vision and culture where team members are empowered to seek, gain and share knowledge and information.
• Analyse and interpret information to draw conclusions.	• Evaluate data from various sources and use information effectively to influence decisions and provide solutions.	• Develop standards and processes to meet future knowledge management needs.	• Establish partnerships across local government to facilitate knowledge management.
• Seek new sources of information to increase the knowledge base.	• Actively create mechanisms and structures for sharing information.	• Share and promote best-practice knowledge management across various institutions.	• Demonstrate a mature approach.
• Regularly share information and knowledge with internal stakeholders and team members.	• Use external and internal resources to research and provide relevant and cutting-edge knowledge to enhance institutional effectiveness and efficiency.	• Establish accurate measures and monitoring systems for knowledge and information management. • Create a culture conducive of learning and knowledge sharing. • Hold regular knowledge and information sharing sessions to elicit new ideas and share best practice approaches.	• Recognise and exploit knowledge points in interactions with internal and external stakeholders.

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CLUSTER :	CORE COMPETENCIES		
COMPETENCY NAME :	Communication		
COMPETENCY DEFINITION :	**Able to share information, knowledge and ideas in a clear, focused and concise manner appropriate for the audience in order to effectively convey, persuade and influence stakeholders to achieve the desired outcome.**		
ACHIEVEMENT LEVELS			
BASIC	COMPETENT	ADVANCED	SUPERIOR
• Demonstrate an understanding for communication levers and tools appropriate for the audience, but requires guidance in utilising such tools. • Express ideas in a clear and focused manner, but does not always take the audience into consideration. • Disseminate and convey information and knowledge adequately.	• Express ideas to individuals and groups in formal and informal settings in a manner that is interesting and motivating. • Able to understand, tolerate and appreciate diverse perspectives, attitudes and beliefs. • Adapt communication content and style to suit the audience and facilitate optimal information transfer. • Deliver content in a manner that gains support, commitment and agreement from relevant stakeholders. • Compile clear, focused, concise and well-structured written documents.	• Effectively communicate high-risk and sensitive matters to relevant stakeholders. • Develop a well-defined communication strategy. • Balance political perspectives with institutional needs when communicating viewpoints on complex issues. • Able to effectively direct negotiations around complex. • Market and promote the institution to external stakeholders and seek to enhance a positive image of the institution. • Able to communicate with the media with high levels of moral competence and discipline.	• Regarded as a specialist in negotiations and representing the institution. • Able to inspire and motivate others through positive communication that is impactful and relevant. • Creates an environment conducive to transparent and productive communication and critical appreciate conversations. • Able to coordinate negotiations at different levels within local government and externally.

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CLUSTER :	**CORE COMPETENCIES**
COMPETENCY NAME :	**Results and Quality Focus**
COMPETENCY DEFINITION :	**Able to maintain high quality standards, focus on achieving results and objectives while consistently striving to exceed expectations and encourage others to meet quality standards. Further, to actively monitor and measure results and quality against identified objectives.**

ACHIEVEMENT LEVELS			
BASIC	**COMPETENT**	**ADVANCED**	**SUPERIOR**
• Understand quality of work but requires guidance in attending to important matters.	• Focus on high-priority actions and does not become distracted by lower-priority activities.	• Consistently verify own standards and outcomes to ensure quality output.	• Coach and guide others to exceed quality standards and results.
• Show a basic commitment to achieving the correct results.	• Display firm commitment and pride in achieving the correct results.	• Focus on the end result and avoids being distracted	• Develop challenging, client-focused goals and sets high standards for personal performance.
• Produce the minimum level of results required in the role.	• Set quality standards and design processes and tasks around achieving set standards.	• Demonstrate a determined and committed approach to achieving results and quality standards.	• Commit to exceed the results and quality standards, monitor own performance and implement remedial interventions when required.
• Produce outcomes that is of a good standard.	• Produce output of high quality.	• Follow task and projects through to completion.	• Work with team to set ambitious and challenging team goals, communicating long- and short term expectations.
• Focus on the quantity of output but requires development in incorporating the quality of work.	• Able to balance the quantity and quality and quality of results in order to achieve objectives.	• Set challenging goals and objectives to self and team and display commitment to achieving expectations.	• Take appropriate risks to accomplish goals.
		• Maintain a focus on quality outputs when placed under pressure.	• Overcome setbacks and adjust action plans to realise goals.
• Produce quality work in general circumstances, but fails to meet expectation when under pressure.	• Monitors progress, quality of work and use of resources; provide status updates and make adjustments as needed.	• Establishing institutional systems for managing and assigning work, defining responsibilities, tracking, monitoring and measuring success, evaluating and valuing the work of the institution.	• Focus people on critical activities that yield a high impact.

.....
Director: Planning and Economic Development
Mr Anthony Barnes

.....
Municipal Manager:
Ms Geraldine Mettler

STELLENBOSCH
STELLENBOSCH • PNIEL • FRANSCHHOEK
MUNISIPALITEIT • UMASIPALA • MUNICIPALITY

Annexure C

Personal Development Plan

DIRECTOR: PLANNING AND ECONOMIC DEVELOPMENT

.....
Director: Planning and Economic Development
Mr Anthony Barnes

.....
Municipal Manager:
Ms Geraldine Mettler

Skills Performance Gap	Outcomes Expected	Suggested training and / or development activity	Suggested mode of delivery	Suggested Time Frames	Work opportunity created to practice skill / development area	Support Person
1.						
2.						
3.						

Signed and accepted by the Employee

Date: 25 June 2024

Signed by the Municipal Manager on behalf of the Municipality

Date: 25 June 2024

ANNEXURE 5

STELLENBOSCH

STELLENBOSCH • PNIEL • FRANSCHHOEK

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Performance Agreement

2024/25

Director:
Infrastructure Services

PERFORMANCE AGREEMENT

MADE AND ENTERED INTO BY AND BETWEEN
STELLENBOSCH MUNICIPALITY AS HEREBY REPRESENTED BY:

THE MUNICIPAL MANAGER
Ms Geraldine Mettler
(herein and after referred to as the Employer**)**

AND

DIRECTOR: INFRASTRUCTURE SERVICES
Mr Preshane Chandaka
(herein and after referred to as the Employee**)**

FOR THE FINANCIAL YEAR:

01 JULY 2024 – 30 JUNE 2025

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Director: Infrastructure Services
Mr Preshane Chandaka

Municipal Manager:
Ms Geraldine Mettler

1. INTRODUCTION

1.1 The Employer, duly represented by **Ms Geraldine Mettler**, in her capacity as the Municipal Manager has entered into a contract of employment with the Employee, **Mr Shane Chandaka**, in terms of section 57(1)(a) of the Local Government: Municipal Systems Act, 2000 (Act No. 32 of 2000) ("the Systems Act"). The Employer and the Employee are hereinafter referred to as "the Parties";

1.2 Section 57(1)(b) of the Systems Act, read with the Contract of Employment concluded between the parties, requires the Parties to conclude an annual performance agreement;

1.3 The Parties wish to ensure that they are clear about the goals to be achieved, and secure the commitment of the Employee to a set of outcomes that will promote local government policy goals;

1.4 The Parties wish to ensure that there is compliance with Sections 57(4B) and 57(5) of the Systems Act;

1.5 In this Agreement, the following terms will have the meaning ascribed thereto:

1.5.1 "this Agreement" – means the performance agreement between the Employer and the employee and the Annexures thereto;

1.5.2 "the **Municipal Manager**" – means the Municipal Manager of the Municipality appointed in terms of Section 54(A) of the Systems Act;

1.5.3 "the Employee" means the **Director: Infrastructure Services** appointed in terms of Section 56 of the Systems Act;

1.5.4 "the Employer" means **Stellenbosch Municipality**; and

1.5.5 "the Parties" means the Employer and Employee.

2. PURPOSE OF THIS AGREEMENT

2.1 To comply with the provisions of Section 57(1)(b), (4B) and (5) of the Systems Act as well as the Contract of Employment entered into between the Parties;

2.2 To specify objectives and targets established for the Employee and to communicate to the Employee the Employer's expectations of the Employee's performance targets and accountabilities;

2.3 To specify accountabilities as set out in the Performance Plan (Annexure A);

2.4 To monitor and measure performance against set targeted outputs and outcomes;

2.5 To establish a transparent and accountable working relationship;

2.6 To appropriately reward the employee in accordance with section 11 of this agreement; and

2.7 To give effect to the Employer's commitment to a performance-orientated relationship with the Employee in attaining improved service delivery.

3. COMMENCEMENT AND DURATION

3.1 This Agreement will commence on **01 July 2024** and will remain in force until **30 June 2025** where-after a new Performance Agreement shall be concluded between the parties for the next financial year or any portion thereof for the 2024/25 financial year;

3.2 The Parties will conclude a new Performance Agreement that replaces this Agreement at least once a year by not later than 31st of July of the succeeding financial year;

3.3 This Agreement will terminate on the termination of the Employee's contract of employment for any reason; and

3.4 The content of this Agreement may be revised at any time during the abovementioned period to determine the current applicability of the matters previously agreed upon.

4. PERFORMANCE OBJECTIVES

4.1 The Performance Plan (Annexure A) sets out –

4.1.1 The performance objectives and targets that must be met by the Employee;

4.1.2 The time frames within which those performance objectives and targets must be met; and

4.1.3 The core competency requirements (Annexure B – definitions) as the management skills regarded as critical to the position held by the Employee.

4.2 The performance objectives and targets reflected in Annexure A are set by the Employer in consultation with the Employee and based on the Integrated Development Plan, Service Delivery and Budget Implementation Plan (SDBIP) and the Budget of the Employer, and shall include:

4.2.1 Key objectives that describe the main tasks that need to be done;

4.2.2 Key performance indicators (KPIs) that provide the details of the evidence that must be provided to show that a key objective has been achieved;

4.2.3 Target dates that describe the timeframe in which the targets must be achieved; and

4.2.4 Weightings showing the relative importance of the key objectives to each other.

4.3 The Personal Development Plan (Annexure C) sets out the Employee's personal development requirements in line with the objectives and targets of the Employer; and

4.4 The Employee's performance will, in addition, be measured in terms of contributions to the goals and strategies set out in the Employer's Integrated Development Plan.

5. PERFORMANCE MANAGEMENT SYSTEM

5.1 The Employee agrees to participate in the performance management system that the Employer adopted for the employees of the Employer;

5.2 The Employee accepts that the purpose of the performance management system will be to provide a comprehensive system with specific performance standards to assist the employees and service providers in performing to the standards required;

5.3 The Employer will consult the Employee about the specific performance standards and targets that will be included in the performance management system applicable to the Employee;

5.4 The Employee undertakes to actively focus on the promotion and implementation of the Strategic Focus Areas (SFAs) (including special projects relevant to the employee's responsibilities) within the local government framework;

5.5 The criteria upon which the performance of the Employee shall be assessed shall consist of two components, SFAs and Competency Framework requirements as per the Local Government: Regulations on Appointment and Conditions of Employment of Senior Managers, both of which shall be contained in the Performance Agreement;

5.6 The Employee's assessment will be based on his performance in terms of the outputs / outcomes (KPIs) identified as per the attached Performance Plan (Annexure A), which are linked to the SFAs applicable to the Employee, and will constitute 80% of the overall assessment result as per the weightings agreed to between the Employer and Employee.

Table 1: Strategic Focus Areas

Strategic Focus Areas
SFA 1 - Valley of Possibility
SFA 2 - Green and Sustainable Valley
SFA 3 - Safe Valley
SFA 4 - Dignified Living
SFA 5 - Good Governance and Compliance

Director: Infrastructure Services
Mr Preshane Chandaka

Municipal Manager:
Ms Geraldine Mettler

5.7 The competency requirements for senior managers as per Regulation 9 of Local Government: Regulations on Appointment and Conditions of Employment of Senior Managers will make up the other 20% of the Employee's assessment score. The competencies will be assessed every six (6) months (January and July).

Table 2: Leading and Core Competencies

Leading and Core Competencies		
1.	**Strategic direction and leadership**	• Impact and influence • Institutional performance management • Strategic planning and management • Organisational awareness
2.	**People management**	• Human capital planning and development • Diversity management • Employee relations management • Negotiation and dispute management
3.	**Programme and project management**	• Programme and project planning and implementation • Service delivery management • Programme and project monitoring and evaluation
4.	**Financial management**	• Budget planning and execution • Financial strategy and delivery • Financial reporting and delivery
5.	**Change leadership**	• Change vision and strategy • Process design and improvement • Change impact monitoring and evaluation
6.	**Governance leadership**	• Policy formulation • Risk and compliance management • Cooperative Governance
7.	**Moral competence**	• Core Competency
8.	**Planning and organising**	• Core Competency
9.	**Analysis and innovation**	• Core Competency
10.	**Knowledge and information management**	• Core Competency
11.	**Communication**	• Core Competency
12.	**Results and quality focus**	• Core Competency

6. PERFORMANCE ASSESSMENT

6.1 The Performance Plan (Annexure A) to this Agreement sets out –

6.1.1 The standards and procedures for evaluating the Employee's performance; and

6.1.2 The intervals for the evaluation of the Employee's performance.

6.2 Despite the establishment of agreed intervals for evaluation, the Employer may in addition review the Employee's performance at any stage while the contract of employment remains in force;

6.3 Personal growth and development needs identified during any performance review discussion must be documented in a Personal Development Plan as well as the actions agreed to and implementation must take place within set time frames;

6.4 The Employee's performance will be measured in terms of contributions to the goals and strategies set out in the Employer's Integrated Development Plan (IDP) as described in 6.6 – 6.12 below;

6.5 The Employee will submit quarterly performance reports (SDBIP) and a comprehensive annual performance report at least one week prior to the performance assessment meetings to the Evaluation Panel Chairperson for distribution to the panel members for preparation purposes;

6.6 Assessment of the achievement of results as outlined in the performance plan:

6.6.1 Each KPI or group of KPIs shall be assessed according to the extent to which the specified standards or performance targets have been met and with due regard to ad-hoc tasks that had to be performed under the KPI;

6.6.2 A rating on the five-point scale shall be provided for each KPI or group of KPIs which will then be multiplied by the weighting to calculate the final score;

6.6.3 The Employee will submit his self-evaluation to the Employer prior to the formal assessment;

6.6.4 In the instance where the employee could not perform due to reasons outside the control of the employer and employee, the KPI will not be considered during the evaluation. The employee should provide sufficient evidence in such instances; and

6.6.5 An overall score will be calculated based on the total of the scores calculated above.

6.7 Assessment of the Competencies:

6.7.1 Each Competency shall be assessed in terms of the description provided in (Annexure B);

6.7.2 A rating shall be provided for each Competency which will then be multiplied by the weighting to calculate the final score; and

6.7.3 An overall score will be calculated based on the total of the scores calculated above.

6.8 Overall rating

6.8.1 An overall rating is calculated by adding the overall scores as calculated in 6.6.5 and 6.7.3 above; and

6.8.2 Such overall rating represents the outcome of the performance appraisal.

6.9 The assessment of the performance of the Employee will be based on the following rating scales for SFAs and Competencies respectively:

6.9.1 Rating scale for SFAs - as mentioned in paragraph 5.6:

Table 3: Performance rating scale

Level	Terminology	Description
5	**Outstanding performance**	Performance far exceeds the standard expected of an employee at this level. The appraisal indicates that the Employee has achieved above fully effective results against all performance criteria and indicators as specified in the PA and Performance plan and maintained this in all areas of responsibility throughout the year.
4	**Performance significantly above expectations**	Performance is significantly higher than the standard expected in the job. The appraisal indicates that the Employee has achieved above fully effective results against more than half of the performance criteria and indicators and fully achieved all others throughout the year.
3	**Fully effective**	Performance fully meets the standards expected in all areas of the job. The appraisal indicates that the Employee has achieved effective results against all significant performance criteria and indicators specified in the PA and Performance Plan.
2	**Not fully effective**	Performance is below the standard required for the job in key areas. Performance meets some of the standards expected for the job. The review / assessment indicates that the employee has achieved below fully effective results against more than half the key performance criteria and indicators as specified in the PA and Performance Plan.
1	**Unacceptable performance**	Performance does not meet the standard expected for the job. The review / assessment indicates that the employee has achieved below fully effective results against almost all the performance criteria and indicators as specified in the PA and Performance Plan. The employee has failed to demonstrate the commitment or ability to bring performance up to the level expected in the job despite management efforts to encourage improvement.

6.9.2 Rating scale for Competencies -as mentioned in paragraph 5.7:

Table 4: Rating scale for Competencies

Level	Achievement Levels	Description
5	**Superior**	Has a comprehensive understanding of local government operations, critical in shaping strategic direction and change, develops, and applies comprehensive concepts and methods
4	**Advanced**	Develops and applies complex concepts, methods and understanding. Effectively directs and leads a group and executes in-depth analyses

Level	Achievement Levels	Description
3	Competent	Develops and applies more progressive concepts, methods and understanding. Plans and guides the work of others and executes progressive analyses
2	Basic	Applies basic concepts, methods, and understanding of local government operations, but requires supervision and development intervention
1	Sub Standard	Applies little to no basic concepts, methods, and understanding of local government operations.

6.10 For purposes of evaluating the performance of the Employee for the year-end reviews, an evaluation panel constituted of the following persons will be established–

6.10.1 Municipal Manager;

6.10.2 Municipal Manager from another municipality;

6.10.3 Chairperson of the Performance Audit Committee or in his/her absence thereof, the Chairperson of the Audit Committee; and

6.10.4 The Member of the Mayoral Committee (Portfolio Chairperson).

6.11 The Municipal Manager will evaluate the performance of the Employee as at the end of the 1st, and 3rd quarters; and

6.12 The Municipal Manager will give performance feedback to the Employee within five (5) working days after each quarterly and annual assessment meeting.

7. SCHEDULE FOR PERFORMANCE REVIEWS

7.1 The performance of the Employee in relation to his performance agreement shall be reviewed on the following dates.

Table 5: Schedule for performance reviews

Quarter	Review Period	Review to be completed by
1	July - September	October / November 2024 (Informal)
2	October – December	January / February 2025 (Formal)
3	January – March	April / May 2025 (Informal)
4	April - June	After the receipt of the AGSA's Management Report

7.2 The Employer shall keep a record of the mid-year and year-end assessment meetings;

7.3 Performance feedback shall be based on the Employer's assessment of the Employee's performance;

7.4 The Employer will be entitled to review and make reasonable changes to the provisions of Annexure A from time to time for operational reasons. The Employee will be fully consulted before any such change is made; and

7.5 The Employer may amend the provisions of Annexure A whenever the performance management system is adopted, implemented, and/or amended as the case may be. In that case, the Employee will be fully consulted before any such change is made.

8. DEVELOPMENTAL REQUIREMENTS

8.1 The Personal Development Plan (PDP) for addressing developmental gaps is attached as Annexure C. Such a Plan may be implemented and / or amended as the case may be after each assessment. In that case, the Employee will be fully consulted before any such change or plan is made.

9. OBLIGATIONS OF THE EMPLOYER

9.1 The Employer shall-

9.1.1 Create an enabling environment to facilitate effective performance by the employee;

9.1.2 Provide access to skills development and capacity-building opportunities;

9.1.3 Work collaboratively with the Employee to solve problems and generate solutions to common problems that may impact the performance of the Employee;

9.1.4 On the request of the Employee delegate such powers reasonably required by the Employee to enable him to meet the performance objectives and targets established in terms of this Agreement; and

9.1.5 Make available to the Employee such resources as the Employee may reasonably require from time to time assisting him to meet the performance objectives and targets established in terms of this Agreement.

10. CONSULTATION

10.1 The Employer agrees to consult the Employee timeously where the exercising of its powers will have amongst others-

10.1.1 A direct effect on the performance of any of the Employee's functions;

10.1.2 Commit the Employee to implement or to give effect to a decision made by the Employer; and

10.1.3 A substantial financial effect on the Employer.

10.2 The Employer agrees to inform the Employee of the outcome of any decisions taken pursuant to the exercise of powers contemplated in clause 12.1 as soon as is practicable to enable the Employee to take any necessary action with delay.

11. REWARD

11.1 The evaluation of the Employee's performance will form the basis for rewarding outstanding performance or correcting unacceptable performance;

11.2 The payment of the performance bonus is determined by the performance score obtained during the 4th quarter and as informed by the quarterly performance assessments;

11.3 A performance bonus of between 5% to 14% of the all-inclusive annual remuneration package may be paid to the Employee in recognition of outstanding performance to be constituted as follows:

Table 6: Performance bonus calculations

Performance Rating		Bonus Calculation
0% - 64%	Poor Performance	0% of the total package
65% - 69%	Average Performance	5% of the total package
70% - 74%	Fair Performance	9% of the total package
75% - 79%	Good Performance	11% of the total package
80% - 100%	Excellent Performance	14% of the total package

11.4 In the event of the Employee terminating his services during the validity period of this Agreement, the Employee's performance will be evaluated for the portion during which he was employed and he will be entitled to a pro-rata performance bonus based on his evaluated performance for the period of actual service; and

11.5 The Employer will submit the total score of the annual assessment and of the Employee, to the full Council for purposes of recommending the bonus allocation.

12. MANAGEMENT OF EVALUATION OUTCOMES

12.1 Where the Employer is, at any time during the Employee's employment, not satisfied with the Employee's performance with respect to any matter dealt with in this Agreement, the Employer will give notice to the Employee to attend a meeting;

12.2 The Employee will have the opportunity at the meeting to satisfy the Employer of the measures being taken to ensure that his performance becomes satisfactory and any programme, including any dates, for implementing these measures;

12.3 Where there is a dispute or difference as to the performance of the Employee under this Agreement, the Parties will confer with a view to resolving the dispute or difference; and

12.4 In the case of unacceptable performance, the Employer shall –

12.4.1 Provide systematic remedial or developmental support to assist the Employee to improve his performance; and

12.4.2 After appropriate performance counselling and having provided the necessary guidance and / or support as well as reasonable time for improvement in performance, the Employer may consider steps to terminate the contract of employment of the Employee on grounds of unfitness or incapacity to carry out his or her duties.

13. DISPUTE RESOLUTION

13.1 In the event that the Employee is dissatisfied with any decision or action of the Employer in terms of this Agreement, or where a dispute or difference arises as to the extent to which the Employee has achieved the performance objectives and targets established in terms of this Agreement, the Employee may within 3 (three) business days, meet with the Employer with a view to resolving the issue. The Employer will record the outcome of the meeting in writing;

13.2 If the Parties cannot resolve the issues within 10 (ten) business days, an independent arbitrator, acceptable to both parties, shall be appointed to resolve the matter within 30 (thirty) business days; and

13.3 In the event that the mediation process contemplated above fails, the relevant clause of the Contract of Employment together with the relevant laws and regulations shall apply.

14. GENERAL

14.1 The contents of this agreement and the outcome of any review conducted in terms of Annexure A may be made available to the public by the Employer; and

14.2 Nothing in this agreement diminishes the obligations, duties, or accountabilities of the Employee in terms of his contract of employment, or the effects of existing or new regulations, circulars, policies, directives, or other instruments.

.....
Director: Infrastructure Services
Mr Preshane Chandaka

.....
Municipal Manager:
Ms Geraldine Mettler

Thus, done and signed at Stellenbosch on the 25th day of June 2024

DIRECTOR: INFRASTRUCTURE SERVICES

AS WITNESSES:

1.

2.

Thus, done and signed at Stellenbosch on the 25th day of June 2024

MUNICIPAL MANAGER

AS WITNESSES:

1.

2.

Director: Infrastructure Services
Mr Preshane Chandaka

Municipal Manager:
Ms Geraldine Mettler

MEMBER OF MAYORAL COMMITTEE
(Acting Portfolio: Infrastructure Services)
Cllr Adv Gesie Van Deventer

.....
Director: Infrastructure Services
Mr Preshane Chandaka

.....
Municipal Manager:
Ms Geraldine Mettler

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MUNISIPALITEIT • UMASIPALA • MUNICIPALITY

Annexure A
Performance Plan

DIRECTOR: INFRASTRUCTURE SERVICES

Director: Infrastructure Services
Mr Preshane Chandaka

Municipal Manager:
Ms Geraldine Mettler

The Performance Plan sets out:

a) Key Performance Areas that the employee should focus on, performance objectives, key performance indicators and targets that must be met within a specific timeframe; and

b) The Competencies required from employees prescribed in the Regulations on the appointment and conditions of employment of senior managers, R21 of 2014.

KEY PERFORMANCE INDICATORS

The key performance areas, performance objectives, key performance indicators and targets that must be met within the agreed timeframe are described below. The assessment of these performance indicators will account for 80% (**eighty per cent)** of the total employee assessment score.

Part 1: Implementation of Service Delivery and Budget Implementation Plan (80%)

DIRECTOR: INFRASTRUCTURE SERVICES													
IDP/ Ref No.	Strategic Focus Area (SFA)	Indicator (Activity / Project / Programme / Key Initiative)	Unit of Measurement	Indicator type	Baseline (Actual 2022/23)	5 Year Target	2024/25	Funding Source	Service Delivery and Budget Implementation Plan (SDBIP 2024/25)				Weight
									Q1	Q2	Q3	Q4	
TBC	SFA 5: Good Governance and Compliance	Effective Management and Functional Supervision of the Department: Water and Wastewater Services	Percentage of indicators of the Department: Water and Wastewater Services achieved, measured quarterly	Outcome	58.93%	80% per annum	80%	SM	80%	80%	80%	80%	3
TBC	SFA 5: Good Governance and Compliance	Effective Management and Functional Supervision of the Department: Infrastructure Planning, Development and Implementation	Percentage of indicators of the Department: Infrastructure Planning, Development and Implementation achieved, measured quarterly	Outcome	61.21%	80% per annum	80%	SM	80%	80%	80%	80%	3

.....
Director: Infrastructure Services
Mr Preshane Chandaka

.....
Municipal Manager:
Ms Geraldine Mettler

DIRECTOR: INFRASTRUCTURE SERVICES													
IDP/ Ref No.	Strategic Focus Area (SFA)	Indicator (Activity / Project / Programme / Key Initiative)	Unit of Measurement	Indicator type	Baseline (Actual 2022/23)	5 Year Target	2024/25	Funding Source	Service Delivery and Budget Implementation Plan (SDBIP 2024/25)				Weight
									Q1	Q2	Q3	Q4	
TBC	SFA 5: Good Governance and Compliance	Effective Management and Functional Supervision of the Department: Roads, Transport and Storm Water (RTS)	Percentage of indicators of the Department: Roads, Transport and Storm Water (RTS) achieved, measured quarterly	Outcome	81.06%	80% per annum	80%	SM	80%	80%	80%	80%	3
TBC	SFA 5: Good Governance and Compliance	Effective Management and Functional Supervision of the Department: Electrical Services	Percentage of indicators of the Department: Electrical Services achieved, measured quarterly	Outcome	55.91%	80% per annum	80%	SM	80%	80%	80%	80%	3
TBC	SFA 5: Good Governance and Compliance	Effective Management and Functional Supervision of the Department: Waste Services	Percentage of indicators of the Department: Waste Services achieved, measured quarterly	Outcome	87.23%	80% per annum	80%	SM	80%	80%	80%	80%	3
TBC	SFA 5: Good Governance and Compliance	Effective Management and Functional Supervision of the Section: Support Services	Percentage of indicators of the Section: Support Services achieved, measured quarterly	Outcome	65%	80% per annum	80%	SM	80%	80%	80%	80%	3
KPI010	SFA 2 - Green and Sustainable Valley	Installation of the SCADA Master Station	Number of SCADA Master Stations installed by 30 June	Output	New KPI	1 per annum	1	SM	N/A	N/A	N/A	1	2
KPI016	SFA 2 - Green and Sustainable Valley	Reduce organic waste	Percentage of organic waste reduced by 30 June	Output	51.30%	20% per annum	20%	SM	N/A	N/A	N/A	20%	1
KPI018	SFA 2 - Green and Sustainable Valley	Submission of a Waste Reclaimers Strategy to the Municipal Manager	Number of Waste Reclaimers Strategies submitted to the Municipal Manager by 30 June	Output	New KPI	1 per annum	1	SM	N/A	N/A	N/A	1	1

.....
Director: Infrastructure Services
Mr Preshane Chandaka

.....
Municipal Manager:
Ms Geraldine Mettler

DIRECTOR: INFRASTRUCTURE SERVICES													
IDP/ Ref No.	Strategic Focus Area (SFA)	Indicator (Activity / Project / Programme / Key Initiative)	Unit of Measurement	Indicator type	Baseline (Actual 2022/23)	5 Year Target	2024/25	Funding Source	Service Delivery and Budget Implementation Plan (SDBIP 2024/25)				Weight
									Q1	Q2	Q3	Q4	
KPI020	SFA 2 - Green and Sustainable Valley	Conduct an external audit of the Stellenbosch Municipal Waste Disposal Facilities	Number of external audits of the Stellenbosch Municipal Waste Disposal Facilities conducted by 30 June	Output	1	1 per annum	1	SM	N/A	N/A	N/A	1	1
KPI021	SFA 2 - Green and Sustainable Valley	Implementation of identified waste minimisation projects	Number of identified waste minimisation projects implemented by 30 June	Output	2	2 per annum	2	SM	N/A	N/A	1 (1)	1 (2)	2
KPI022	SFA 2 - Green and Sustainable Valley	Wastewater quality measured ito the Department of Water and Sanitation's License Conditions for physical and micro parameters	Percentage of wastewater quality compliance as per the analysis certificate, measured quarterly	Outcome	51.75%	70% per annum	70%	SM	70%	70%	70%	70%	1
KPI028	SFA 4 - Dignified Living	Provision of waterborne toilet facilities in informal settlements as identified by the Department: Integrated Human Settlements	Number of waterborne toilet facilities provided in Informal settlements as identified by the Department: Integrated Human Settlements by 30 June	Output	56	50 per annum	25	SM	N/A	N/A	N/A	25	1
KPI029	SFA 4 - Dignified Living	Limit unaccounted electricity to less than 9% annually {(Number of Electricity Units Purchased and / or Generated - Number of Electricity Units Sold (incl. Free basic electricity)) / Number of Electricity Units Purchased and/or Generated) x 100}	Percentage of average electricity losses, measured by 30 June	Outcome	4.24%	<9% per annum	<9%	SM	N/A	N/A	N/A	<9%	3
KPI030	SFA 4 - Dignified Living	Water quality measured quarterly ito the SANS 241 physical and micro parameters	Percentage of water quality level as per the analysis certificate, measured quarterly	Outcome	95.18%	95% per annum	95%	SM	95%	95%	95%	95%	2

.....
Director: Infrastructure Services
Mr Preshane Chandaka

.....
Municipal Manager:
Ms Geraldine Mettler

DIRECTOR: INFRASTRUCTURE SERVICES													
IDP/ Ref No.	Strategic Focus Area (SFA)	Indicator (Activity / Project / Programme / Key Initiative)	Unit of Measurement	Indicator type	Baseline (Actual 2022/23)	5 Year Target	2024/25	Funding Source	Service Delivery and Budget Implementation Plan (SDBIP 2024/25)				Weight
									Q1	Q2	Q3	Q4	
KPI031	SFA 4 - Dignified Living	Limit unaccounted water to less than 25%	Percentage of average unaccounted water, measured by 30 June	Outcome	27.42%	<25% per annum	<25%	SM	N/A	N/A	N/A	<25%	1
KPI055	SFA 5: Good Governance and Compliance	Submission of the revised Wastewater Master Plan to the Municipal Manager	Number of revised Wastewater Master Plans submitted to the Municipal Manager by 30 June	Output	New KPI	1 per annum	0	SM	N/A	N/A	N/A	1	1
KPI056	SFA 5: Good Governance and Compliance	Submission of the revised Electrical Master Plan to the Council	Number of revised Electrical Master Plans submitted to the Council by 30 June	Output	1	1 per annum	1	SM	N/A	N/A	N/A	1	1
KPI060	SFA 5: Good Governance and Compliance	Submission of the updated Comprehensive Integrated Transport Plan (CITP) 2023 - 2028 to the MayCo	Number of updated CITPs 2023 - 2028 submitted to the MayCo by 30 November	Output	1	1 per annum	1	SM	N/A	1	N/A	N/A	1
TBC	SFA 4 - Dignified Living	Installation of new standpipes in informal settlements after an approved budget allocation from the Provincial Department of Infrastructure for facilitation, development rights, and relocation by the Informal Settlements Department	Number of new standpipes in informal settlements installed after an approved budget allocation from the Provincial Department of Infrastructure for facilitation, development rights, and relocation by the Informal Settlements Department by 30 June	Output	26	50 per annum	50	SM	N/A	N/A	20 (20)	50 (50)	1
TBC	SFA 5: Good Governance and Compliance	Implementation of the Mayoral Outcomes in the Integrated Development Plan (IDP) for the 2024/25 financial year	Percentage of the Mayoral Outcomes in the IDP for the 2024/25 financial year implemented by 30 June	Outcome	80%	80% per annum	80%	SM	80%	80%	80%	80%	1

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DIRECTOR: INFRASTRUCTURE SERVICES													
IDP/ Ref No.	Strategic Focus Area (SFA)	Indicator (Activity / Project / Programme / Key Initiative)	Unit of Measurement	Indicator type	Baseline (Actual 2022/23)	5 Year Target	2024/25	Funding Source	Service Delivery and Budget Implementation Plan (SDBIP 2024/25)				Weight
									Q1	Q2	Q3	Q4	
TBC	SFA 5: Good Governance and Compliance	Implementation of the Portfolio: Infrastructure Services Outcomes in the Integrated Development Plan (IDP) for the 2024/25 financial year	Percentage of the Portfolio: Infrastructure Services Outcomes in the IDP for the 2024/25 financial year implemented by 30 June	Outcome	72.50%	80% per annum	80%	SM	80%	80%	80%	80%	1
TBC	SFA 5: Good Governance and Compliance	Implementation of the Municipal Manager's Outcomes in the Integrated Development Plan (IDP) for the 2024/25 financial year	Percentage of the Municipal Manager's Outcomes in the IDP for the 2024/25 financial year implemented by 30 June	Outcome	80%	80% per annum	80%	SM	80%	80%	80%	80%	1
TBC	SFA 5: Good Governance and Compliance	Spend the Directorate: Infrastructure Services' approved Capital Budget	Percentage of the approved Capital Budget of the Directorate: Infrastructure Services actually spent by 30 June	Input	88%	90% per annum	90%	SM	10%	30%	60%	90%	20
TBC	SFA 5: Good Governance and Compliance	Submission of the final bid specifications for all capital projects to the Bid Specification Committee (BSC) *(2025/26)*	Percentage of the final bid specifications for all capital projects submitted to the BSC by 30 June *(50% by 31 March 2025 and 100% by 30 June 2025 for the 2025/26 financial year)*	Output	97.37%	100% per annum	100%	SM	N/A	N/A	50%	100%	1
TBC	SFA 5: Good Governance and Compliance	Submission of detailed procurement needs for all operational projects to the Supply Chain Management (SCM) Department	Number of quarterly detailed procurement needs submitted to the SCM Department within 10 days before the start of the quarter	Output	4	4 per annum	4	SM	1 (1)	1 (2)	1 (3)	1 (4)	1
TBC	SFA 5: Good Governance and Compliance	Performance plans signed with all identified personnel	Number of performance plans signed with all identified personnel by 30 July	Output	6	6 per annum	6	SM	6	N/A	N/A	N/A	1

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DIRECTOR: INFRASTRUCTURE SERVICES													
IDP/ Ref No.	Strategic Focus Area (SFA)	Indicator (Activity / Project / Programme / Key Initiative)	Unit of Measurement	Indicator type	Baseline (Actual 2022/23)	5 Year Target	2024/25	Funding Source	Service Delivery and Budget Implementation Plan (SDBIP 2024/25)				Weight
									Q1	Q2	Q3	Q4	
TBC	SFA 5: Good Governance and Compliance	Conduct formal performance evaluations with all identified personnel	Number of formal performance evaluations conducted with all identified personnel by 31 January	Output	12	12 per annum	12	SM	6 (6)	N/A	6 (12)	N/A	2
TBC	SFA 5: Good Governance and Compliance	Develop an Annual Departmental Risk Register	Number of Annual Departmental Risk Registers developed by 31 July	Output	1	1 per annum	1	SM	1	N/A	N/A	N/A	2
TBC	SFA 5: Good Governance and Compliance	Evaluation of the Departmental Risk Register	Number of Departmental Risk Registers evaluated by 31 May	Output	2	2 per annum	2	SM	N/A	1 (1)	N/A	1 (2)	2
TBC	SFA 5: Good Governance and Compliance	Implementation of the Directors Forum resolutions	Percentage of the Directors Forum Resolutions implemented in accordance with due dates	Output	New KPI	80% per annum	80%	SM	80%	80%	80%	80%	2
TBC	SFA 5: Good Governance and Compliance	Implementation of the Council resolutions	Percentage of the Council resolutions implemented, measured quarterly	Output	70%	70% per annum	70%	SM	70%	70%	70%	70%	1
TBC	SFA 5: Good Governance and Compliance	Raise / Collect Operating Budget revenue of the Directorate: Infrastructure Services as per approved budget	Percentage of the Directorate: Infrastructure Services revenue raised / collected by 30 June	Outcome	95.19%	96% per annum	96%	SM	25%	50%	75%	96%	1
TBC	SFA 2 - Green and Sustainable Valley	Construction of Non-Motorised Transport (NMT) facilities within the Stellenbosch Municipal area	Number of kms of the Non-Motorised Transport (NMT) facilities constructed within the Stellenbosch Municipal area by 30 June	Outcome	New KPI	2 km per annum	2	SM	N/A	1 (1)	N/A	1 (2)	2

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DIRECTOR: INFRASTRUCTURE SERVICES													
IDP/ Ref No.	Strategic Focus Area (SFA)	Indicator (Activity / Project / Programme / Key Initiative)	Unit of Measurement	Indicator type	Baseline (Actual 2022/23)	5 Year Target	2024/25	Funding Source	Service Delivery and Budget Implementation Plan (SDBIP 2024/25)				Weight
									Q1	Q2	Q3	Q4	
TBC	SFA 2 - Green and Sustainable Valley	Implementation of the Integrated Waste Management Plan	Number of Integrated Waste Management Plan progress reports submitted to the Municipal Manager, measured bi-annually	Outcome	93%	2 per annum	2	SM	N/A	1	N/A	1	1
TBC	SFA 5: Good Governance and Compliance	Resolve formal complaints received *(As captured on the customer care system)*	Percentage of formal complaints *resolved (As captured on the customer care system)* within 10 working days after the date of receipt	Outcome	65.05%	90% per annum	90%	SM	90%	90%	90%	90%	1
TBC	SFA 2 - Green and Sustainable Valley	Submission of updated newly constructed and unbundled asset information on the Infrastructure Asset Management spreadsheet to the Manager: Financial Asset Management	Number of updated newly constructed and unbundled asset information on the updated Infrastructure Asset Management spreadsheets submitted to the Manager: Financial Asset Management by 30 June	Output	New KPI	1 per annum	1	SM	N/A	N/A	N/A	1	2
TBC	SFA 5: Good Governance and Compliance	Implementation of the Directorate's actions as per the AGSA Audit Action Plan	Percentage of the Directorate's actions as per the AGSA Audit Action Plan implemented by 30 June	Outcome	100%	100% per annum	100%	SM	N/A	N/A	50%	100%	1
												Total	80

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Part 2: Competency Requirements (20%)

Ref	Leading and Core Competencies	(January) 1st Assessment	(July) Final Assessment	Weights	Comments
2.1	**Strategic direction and leadership**			**1.66%**	
2.2	**People management**			**1.66%**	
2.3	**Programme and project management**			**1.66%**	
2.4	**Financial management**			**1.66%**	
2.5	**Change leadership**			**1.67%**	
2.6	**Governance leadership**			**1.67%**	
2.7	**Moral competence**			**1.67%**	
2.8	**Planning and organising**			**1.67%**	
2.9	**Analysis and innovation**			**1.67%**	
2.10	**Knowledge and information management**			**1.67%**	
2.11	**Communication**			**1.67%**	
2.12	**Results and quality focus**			**1.67%**	
Total				**20%**	

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Annexure B
Competency Framework

DIRECTOR: INFRASTRUCTURE SERVICES

Director: Infrastructure Services
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CLUSTER :	**LEADING COMPETENCIES**
COMPETENCY NAME :	**Strategic Direction and Leadership**
COMPETENCY DEFINITION :	**Provide and direct a vision for the institution, and inspire and deploy others to deliver on the strategic institutional mandate.**

ACHIEVEMENT LEVELS			
BASIC	**COMPETENT**	**ADVANCED**	**SUPERIOR**
• Understand Institutional and departmental strategic objectives, but • lacks the ability to inspire others to achieve set mandate.	• Give direction to a team in realising the institution's strategic mandate and set objectives.	• Evaluate all activities to determine value and alignment to strategic intent.	• Structure and position the institution to local government priorities.
• Describe how specific tasks link to institutional strategies but have limited influence in directing a strategy. • Has a basic understanding of institutional performance management, but lacks the ability to integrate systems into a collective whole.	• Has a positive impact and influence on the morale, engagement and participation of team members. • Develop action plans to execute and guide strategy.	• Display in-depth knowledge and understanding of strategic planning. • Align strategy and goals across all functional areas.	• Actively use in-depth knowledge and understanding to develop and implement a comprehensive institutional framework. • Hold self-accountable for strategy execution and results.
	• Assist in defining performance measures to monitor the progress and effectiveness of the institution.	• Actively define performance measures to monitor the progress and effectiveness of the institution.	• Provide impact and influence through building and maintaining strategic relationships.
	• Displays an awareness of institutional structures and political factors.	• Consistently challenge strategic plans to ensure relevance.	• Create an environment that facilitates loyalty and innovation. Display a superior level of self-discipline and integrity in actions.
• Demonstrate basic understanding of key decision making.	• Effectively communicate barriers to execution to relevant parties. • Provide guidance to all stakeholders in the achievement of the strategic mandate.	• Understand institutional structures and political factors, and the consequences of actions. • Empower others to follow the strategic direction and deal with complex situations.	• Integrate various systems into a collective whole to optimise institutional performance management.
	• Understand the aim and objectives of the institution and relate it to own work.	• Guide the institution through complex and ambiguous concern. • Use understanding of power relationships and dynamic tensions among key players to frame communications and develop strategies, positions and alliances.	• Uses understanding of competing interests to maneuver successfully to a win/win outcome.

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CLUSTER :	LEADING COMPETENCIES
COMPETENCY NAME :	People Management
COMPETENCY DEFINITION :	Effectively manage, inspire and encourage people, respect diversity, optimise talent and build and nurture relationships in order to achieve institutional objectives.

ACHIEVEMENT LEVELS			
BASIC	**COMPETENT**	**ADVANCED**	**SUPERIOR**
• Participate in team goalsetting and problem solving.	• Seek opportunities to increase team contribution and responsibility.	• Identify ineffective team and work processes and recommend remedial interventions.	• Develop and incorporate best practice people management processes, approaches and tools across the institution.
• Interact and collaborate with people of diverse backgrounds.	• Respect and support the diverse nature of others and be aware of the benefits of a diverse approach.	• Recognise and reward effective and desired behavior.	• Foster a culture of discipline, responsibility and accountability.
	• Effectively delegate tasks and empower others to increase contribution and execute functions optimally.	• Provide mentoring and guidance to others in order to increase personal effectiveness.	• Understand the impact of diversity in performance and actively incorporate a diversity strategy in the institution.
	• Apply relevant employee legislation fairly and consistently.	• Identify development and learning needs within the team.	• Develop comprehensive integrated strategies and approaches to human capital development and management.
• Aware of guidelines for employee development, but requires support in implementing development initiatives.		• Inspire a culture of performance excellence by giving positive and constructive feedback to the team. • Achieve agreement or consensus in adversarial environments. • Lead and unite diverse teams across divisions to achieve institutional objectives.	
	• Effectively identify capacity requirements to fulfill the strategic mandate.		• Actively identify trends and predict capacity requirements to facilitate unified transition and performance management.

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CLUSTER :	**LEADING COMPETENCIES**
COMPETENCY NAME :	**Programme and Project Management**
COMPETENCY DEFINITION :	**Able to understand program and project management methodology; plan, manage, monitor and evaluate specific activities in order to deliver on set objectives.**

ACHIEVEMENT LEVELS			
BASIC	**COMPETENT**	**ADVANCED**	**SUPERIOR**
• Initiate projects after approval from higher authorities.	• Establish broad stakeholder involvement and communicate the project status and key milestones.	• Manage multiple programs and balance priorities and conflicts according to institutional goals.	• Understand and conceptualise the long-term implications of desired project outcomes.
• Understand procedures of program and project management methodology, implications and stakeholder involvement.	• Define the roles and responsibilities of the project team and create clarity around expectations.	• Apply effective risk management strategies through impact assessment and resource requirements.	• Direct a comprehensive strategic macro and micro analysis and scope projects accordingly to realise institutional objectives.
• Understand the rational of projects in relation to the institution's strategic objectives.	• Find a balance between project deadline and the quality of deliverables.	• Modify project scope and budget when required without compromising the quality and objectives of the project.	• Influence people in positions of authority to implement outcomes of projects
• Document and communicate factors and risk associated with own work.	• Identify appropriate project resources to facilitate the effective completion of the deliverables.	• Involve top-level authorities and relevant stakeholders in seeking project buy-in.	• Lead and direct translation of policy into workable action plans
• Use results and approaches of successful project implementation as guide.	• Comply with statutory requirements and apply policies in a consistent manner. • Monitor progress and use of resources and make needed adjustments to timelines, steps and resource allocation.	• Identify and apply contemporary project management methodology • Influence and motivate project team to deliver exceptional results. • Monitor policy implementation and apply procedures to manage risks.	• Ensures that programs are monitored to track progress and optimal resource utilisation, and that adjustments are made as needed.

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CLUSTER :	**LEADING COMPETENCIES**
COMPETENCY NAME :	**Change Leadership**
COMPETENCY DEFINITION :	**Able to direct and initiate institutional transformation on all levels in order to successfully drive and implement new initiatives and deliver professional and quality services to the community.**

ACHIEVEMENT LEVELS			
BASIC	**COMPETENT**	**ADVANCED**	**SUPERIOR**
• Display an awareness of change interventions and the benefits of transformation initiatives.	• Perform an analysis of the change impact on the social, political and economic environment.	• Actively monitor change impact and results and convey progress to relevant stakeholders.	• Sponsor change agents and create a network of change leaders who support the interventions.
• Able to identify basic needs for change.	• Maintain calm and focus during change.	• Secure buy-in and sponsorship for change initiatives.	• Actively adapt current structures and processes to incorporate the change interventions.
• Identify gaps between the current and desired state.	• Able to assist team members during change and keep them focused on the deliverables.	• Continuously evaluate change strategy and design and introduce new approaches to enhance the institution's effectiveness.	• Mentor and guide team members on the effects of change, resistance factors and how to integrate change.
• Identify potential risk and challenges to transformation, including resistance to change factors.	• Volunteer to lead change efforts outside of own work team.	• Build and nurture relationships with various stakeholders to establish strategic alliance in facilitating change.	
• Participate in change programs and piloting change interventions.	• Able to gain buy-in and approval for change from relevant stakeholders.	• Take the lead in impactful change programs.	
	• Identify change readiness levels and assist in resolving resistance to change factors.	• Benchmark change interventions against best change practices.	• Motivate and inspire others around change initiatives.
• Understand the impact of change interventions on the institution within the broader scope of local government.	• Design change interventions that are aligned with the institution's strategic objectives and goals.	• Understand the impact and psychology of change and put remedial interventions in place to facilitate effective transformation. • Take calculated risk and seek new ideas from best practice scenarios and identify the potential for implementation.	

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CLUSTER :	**LEADING COMPETENCIES**
COMPETENCY NAME :	**Financial Management**
COMPETENCY DEFINITION :	**Able to compile, plan and manage budgets, control cash flow, institute financial risk management and administer procurement processes in accordance with recognised financial practices. Further to ensure that all financial transactions are managed in an ethical manner**

ACHIEVEMENT LEVELS			
BASIC	**COMPETENT**	**ADVANCED**	**SUPERIOR**
• Understand basic financial concepts and methods as they relate to institutional processes and activities	• Exhibit knowledge of general financial concepts, planning, budgeting and forecasting and how they interrelate	• Take active ownership of planning, budgeting and forecasting processes and provides credible answers to queries within own responsibility.	• Develop planning tools to assist in evaluating and monitoring future expenditure trends.
• Display awareness into the various sources of financial data, reporting mechanisms, financial governance, processes and systems	• Assess, identify and manage financial risks.	• Prepare budgets that are aligned to the strategic objectives of the institution.	• Set budget frameworks for the institution.
• Understand the importance of financial accountability	• Assume a cost-saving approach to financial management.	• Address complex budgeting and financial management concerns.	• Set strategic direction for the institution on expenditure and other financial processes.
	• Prepare financial reports based on specified formats.	• Put systems and processes in place to enhance the quality and integrity of financial management practices.	• Build and nurture partnerships to improve financial management and achieve financial savings.
	• Consider and understand the financial implications of decisions and suggestions.	• Advise on policies and procedures regarding asset control.	• Actively identify and implement new methods to improve asset control.
• Understand the importance of asset control.	• Ensure that delegation and instructions as required by National Treasury guidelines are reviewed and updated. • Identify and implement proper monitoring and evaluation practices to ensure appropriate spending against budget.	• Promote National Treasury's regulatory framework for Financial Management.	• Display professionalism in dealing with financial data and processes.

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CLUSTER :	**LEADING COMPETENCIES**
COMPETENCY NAME :	**Governance Leadership**
COMPETENCY DEFINITION:	**Able to promote, direct and apply professionalism in managing risk and compliance requirements and apply a thorough understanding of governance practices and obligations. Further, able to direct the conceptualisation of relevant policies and enhance cooperative governance relationships.**

ACHIEVEMENT LEVELS			
BASIC	**COMPETENT**	**ADVANCED**	**SUPERIOR**
• Display a basic awareness of risk, compliance and governance factors but require guidance and development in implementing such requirements.	• Display a thorough understanding of governance and risk and compliance factors and implement plans to address these.	• Able to link risk initiatives into key institutional objectives and drivers.	• Demonstrate a high level of commitment in complying with governance requirements.
• Understand the structure of cooperative government but requires guidance on fostering workable relationships between stakeholders.	• Demonstrate understanding of the techniques and processes for optimising risk taking decisions within the institution.	• Identify, analyse and measure risk, create valid risk forecasts and map risk profiles.	• Implement governance and compliance strategy to ensure achievement of institutional objectives within the legislative framework.
		• Apply risk control methodology and approaches to prevent and reduce risk that impede on the achievement of institutional objectives.	• Able to advise local government on risk management, best practice interventions and compliance management.
		• Demonstrate a thorough understanding of risk retention plans.	• Able to forge positive relationships on cooperative governance level to enhance the effectiveness of local government.t
• Provide input into policy formulation.	• Actively drive policy formulation within the institution to ensure the achievement of objectives.	• Identify and implement comprehensive risk management systems and processes.	
		• Implement and monitor the formulation of policies, identify and analyse constraints and challenges with implementation and provide recommendations for improvement.	• Able to shape, direct and drive the formulation of policies on a macro level.

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CLUSTER :	**CORE COMPETENCIES**
COMPETENCY NAME :	**Moral Competence**
COMPETENCY DEFINITION :	**Able to identify moral triggers, apply reasoning that promotes honesty and integrity and consistently display behavior that reflects moral competence**

ACHIEVEMENT LEVELS			
BASIC	**COMPETENT**	**ADVANCED**	**SUPERIOR**
• Realise the impact of acting with integrity, but requires guidance and development in implementing principles.	• Conduct self in alignment with the values of local government and the institution.	• Identify, develop and apply measures of self-correction.	• Create an environment conducive of moral practices.
• Follow basic rules and regulations of the institution.	• Able to openly admit own mistakes and weaknesses and seek assistance from others when unable to deliver.	• Able to gain trust and respect through aligning actions with commitments.	• Actively develop and implement measures to combat fraud and corruption.
	• Actively report fraudulent activity and corruption with local government.	• Make proposals and recommendations that are transparent and gain the approval of relevant stakeholders.	• Set integrity standards and shared accountability measures across the institution to support the objectives of local government.
	• Understand and honor the confidential nature of matters without seeking personal gain.	• Present values, beliefs and ideas that are congruent with the institution's rules and regulations.	
• Able to identify basic moral situations, but requires guidance and development in understanding and reasoning with moral intent.		• Takes an active stance against corruption and dishonesty when noted.	
	• Able to deal with situations of conflict of interest promptly and in the best interest of local government.	• Actively promote the value of the institution to internal and external stakeholders.	• Take responsibility for own actions and decisions, even if the consequences are unfavorable.
		• Able to work in unity with a team and not seek personal gain.	
		• Apply universal moral principles consistently to achieve moral decisions.	

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CLUSTER :	CORE COMPETENCIES
COMPETENCY NAME :	Planning and Organising
COMPETENCY DEFINITION :	Able to plan, prioritise and organise information and resources effectively to ensure the quality of service delivery and build efficient contingency plans to manage risk.

ACHIEVEMENT LEVELS			
BASIC	**COMPETENT**	**ADVANCED**	**SUPERIOR**
• Able to follow basic plans and organise tasks around set objectives.	• Actively and appropriately organise information and resources required for a task.	• Able to define institutional objectives, develop comprehensive plans, integrate and coordinate activities and assign appropriate resources for successful implementation.	• Focus on broad strategies and initiatives when developing plans and actions.
• Understand the process of planning and organising but requires guidance and development in providing detailed and comprehensive plans.	• Recognise the urgency and importance of tasks.	• Identify in advance required stages and actions to complete tasks.	• Able to protect and forecast short, medium and long term requirements of the institution and local government.
• Able to follow existing plans and ensure that objectives are met.	• Balance short and long-term plans and goals and incorporate into the team's performance objectives.	• Schedule realistic timelines, objectives and milestones for tasks and projects.	
• Focus on short-term objectives in developing plans and actions	• Schedule tasks to ensure they are performed within budget and with efficient use of time and resources.	• Produce clear, detailed and comprehensive plans to achieve institutional objectives.	• Translate policy into relevant projects to facilitate the achievement of institutional objectives.
• Arrange information and resources required for a task, but require further structure and organisation.	• Measures progress and monitor performance results.	• Identify possible risk factors and design and implement appropriate contingency plans. • Adapt plans in light of changing circumstances. • Prioritise tasks and projects according to their relevant urgency and importance.	

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CLUSTER :	**CORE COMPETENCIES**
COMPETENCY NAME :	**Analysis and Innovation**
COMPETENCY DEFINITION :	**Able to critically analyse information, challenges and trends to establish and implement fact-based solutions that are innovative to improve institutional processes in order to achieve key strategic objectives**

ACHIEVEMENT LEVELS			
BASIC	**COMPETENT**	**ADVANCED**	**SUPERIOR**
• Understand the basic operation of analysis, but lack detail and thoroughness.	• Demonstrate logical problem solving techniques and approaches and provide rationale for recommendations.	• Coaches team members on analytical and innovative approaches and techniques.	• Demonstrate complex analytical and problem solving approaches and techniques.
• Able to balance independent analysis with requesting assistance from others.	• Demonstrate objectivity, insight and thoroughness when analysing problems.	• Engage with appropriate individuals in analysing and resolving complex problems.	• Create an environment conducive to analytical and fact-based problem solving.
• Recommend new ways to perform tasks within own function.	• Able to break down complex problems into manageable parts and identify solutions.	• Identify solutions on various areas in the institution.	• Analyse, recommend solutions and monitor trends in key challenges to prevent and manage occurrence.
• Propose simple remedial interventions that marginally challenges the status quo.	• Consult internal and external stakeholders on opportunities to improve processes and service delivery.	• Formulate and implement new ideas throughout the institution.	• Create an environment that fosters innovative thinking and follows a learning organisation approach.
	• Clearly communicate the benefits of new opportunities and innovative solutions and stakeholders.	• Able to gain approval and buy-in for proposed interventions from relevant stakeholders.	• Be a thought leader on innovative customer service delivery and process optimisation.
• Listen to the ideas and perspectives of others and explore opportunities to enhance such innovative thinking.	• Continuously identify opportunities to enhance internal processes.	• Identify trends and best practices in process and service delivery and propose institutional application.	• Play an active role in sharing best practice solutions and engage in national and international local government seminars and conferences.
	• Identify and analyse opportunities conducive to innovative approaches and propose remedial intervention.	• Continuously engage in research to identify client needs.	

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CLUSTER :	**CORE COMPETENCIES**
COMPETENCY NAME :	**Knowledge and Information Management**
COMPETENCY DEFINITION :	**Able to promote the generation and sharing of knowledge and information through various processes and media, in order to enhance the collective knowledge base of local government**

ACHIEVEMENT LEVELS			
BASIC	**COMPETENT**	**ADVANCED**	**SUPERIOR**
• Collect, categorise and track relevant information required for specific tasks and projects.	• Use appropriate information systems and technology to manage institutional knowledge and information sharing.	• Effectively predict future information and knowledge management requirements and systems.	• Create and support a vision and culture where team members are empowered to seek, gain and share knowledge and information.
• Analyse and interpret information to draw conclusions.	• Evaluate data from various sources and use information effectively to influence decisions and provide solutions.	• Develop standards and processes to meet future knowledge management needs.	• Establish partnerships across local government to facilitate knowledge management.
• Seek new sources of information to increase the knowledge base.	• Actively create mechanisms and structures for sharing information.	• Share and promote best-practice knowledge management across various institutions.	• Demonstrate a mature approach.
• Regularly share information and knowledge with internal stakeholders and team members.	• Use external and internal resources to research and provide relevant and cutting-edge knowledge to enhance institutional effectiveness and efficiency.	• Establish accurate measures and monitoring systems for knowledge and information management. • Create a culture conducive of learning and knowledge sharing. • Hold regular knowledge and information sharing sessions to elicit new ideas and share best practice approaches.	• Recognise and exploit knowledge points in interactions with internal and external stakeholders.

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CLUSTER :	**CORE COMPETENCIES**
COMPETENCY NAME :	**Communication**
COMPETENCY DEFINITION :	**Able to share information, knowledge and ideas in a clear, focused and concise manner appropriate for the audience in order to effectively convey, persuade and influence stakeholders to achieve the desired outcome.**

ACHIEVEMENT LEVELS			
BASIC	**COMPETENT**	**ADVANCED**	**SUPERIOR**
• Demonstrate an understanding for communication levers and tools appropriate for the audience, but requires guidance in utilising such tools.	• Express ideas to individuals and groups in formal and informal settings in a manner that is interesting and motivating.	• Effectively communicate high-risk and sensitive matters to relevant stakeholders.	• Regarded as a specialist in negotiations and representing the institution.
• Express ideas in a clear and focused manner, but does not always take the audience into consideration.	• Able to understand, tolerate and appreciate diverse perspectives, attitudes and beliefs.	• Develop a well-defined communication strategy.	• Able to inspire and motivate others through positive communication that is impactful and relevant.
	• Adapt communication content and style to suit the audience and facilitate optimal information transfer.	• Balance political perspectives with institutional needs when communicating viewpoints on complex issues.	• Creates an environment conducive to transparent and productive communication and critical appreciate conversations.
	• Deliver content in a manner that gains support, commitment and agreement from relevant stakeholders.	• Able to effectively direct negotiations around complex.	
• Disseminate and convey information and knowledge adequately.		• Market and promote the institution to external stakeholders and seek to enhance a positive image of the institution.	• Able to coordinate negotiations at different levels within local government and externally.
	• Compile clear, focused, concise and well-structured written documents.	• Able to communicate with the media with high levels of moral competence and discipline.	

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Director: Infrastructure Services
Mr Preshane Chandaka

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Municipal Manager:
Ms Geraldine Mettler

CLUSTER :	CORE COMPETENCIES
COMPETENCY NAME :	**Results and Quality Focus**
COMPETENCY DEFINITION :	**Able to maintain high quality standards, focus on achieving results and objectives while consistently striving to exceed expectations and encourage others to meet quality standards. Further, to actively monitor and measure results and quality against identified objectives.**

ACHIEVEMENT LEVELS			
BASIC	**COMPETENT**	**ADVANCED**	**SUPERIOR**
• Understand quality of work but requires guidance in attending to important matters.	• Focus on high-priority actions and does not become distracted by lower-priority activities.	• Consistently verify own standards and outcomes to ensure quality output.	• Coach and guide others to exceed quality standards and results.
• Show a basic commitment to achieving the correct results.	• Display firm commitment and pride in achieving the correct results.	• Focus on the end result and avoids being distracted	• Develop challenging, client-focused goals and sets high standards for personal performance.
• Produce the minimum level of results required in the role.	• Set quality standards and design processes and tasks around achieving set standards.	• Demonstrate a determined and committed approach to achieving results and quality standards.	• Commit to exceed the results and quality standards, monitor own performance and implement remedial interventions when required.
• Produce outcomes that is of a good standard.	• Produce output of high quality.	• Follow task and projects through to completion.	• Work with team to set ambitious and challenging team goals, communicating long- and short term expectations.
• Focus on the quantity of output but requires development in incorporating the quality of work.	• Able to balance the quantity and quality and quality of results in order to achieve objectives.	• Set challenging goals and objectives to self and team and display commitment to achieving expectations.	• Take appropriate risks to accomplish goals.
		• Maintain a focus on quality outputs when placed under pressure.	• Overcome setbacks and adjust action plans to realise goals.
• Produce quality work in general circumstances, but fails to meet expectation when under pressure.	• Monitors progress, quality of work and use of resources; provide status updates and make adjustments as needed.	• Establishing institutional systems for managing and assigning work, defining responsibilities, tracking, monitoring and measuring success, evaluating and valuing the work of the institution.	• Focus people on critical activities that yield a high impact.

Director: Infrastructure Services
Mr Preshane Chandaka

Municipal Manager:
Ms Geraldine Mettler

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Annexure C

Personal Development Plan

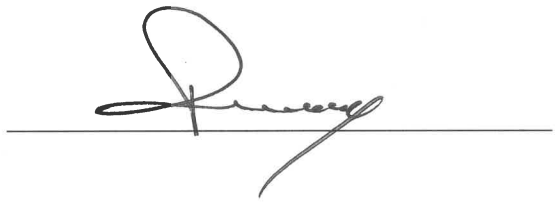
DIRECTOR: INFRASTRUCTURE SERVICES

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Director: Infrastructure Services
Mr Preshane Chandaka

.....
Municipal Manager:
Ms Geraldine Mettler

Skills Performance Gap	Outcomes Expected	Suggested training and / or development activity	Suggested mode of delivery	Suggested Time Frames	Work opportunity created to practice skill / development area	Support Person
1.						
2.						
3.						

Signed and accepted by the Employee



Date: 25 June 2024

Signed by the Municipal Manager on behalf of the Municipality



Date: 26 June 2024

ANNEXURE 6

STELLENBOSCH

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Performance Agreement

2024/25

Director:

Community and Protection Services

PERFORMANCE AGREEMENT

MADE AND ENTERED INTO BY AND BETWEEN
STELLENBOSCH MUNICIPALITY AS HEREBY REPRESENTED BY:

THE MUNICIPAL MANAGER
Ms Geraldine Mettler
(herein and after referred to as the Employer**)**

AND

DIRECTOR: COMMUNITY AND PROTECTION SERVICES
Mr Gary Boshoff
(herein and after referred to as the Employee**)**

FOR THE FINANCIAL YEAR:

01 JULY 2024 – 30 JUNE 2025

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Director: Community and Protection Services
Mr Gary Boshoff

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Municipal Manager:
Ms Geraldine Mettler

1. INTRODUCTION

1.1 The Employer, duly represented by **Ms Geraldine Mettler**, in her capacity as the Municipal Manager has entered into a contract of employment with the Employee, **Mr Gary Boshoff**, in terms of section 57(1)(a) of the Local Government: Municipal Systems Act, 2000 (Act No. 32 of 2000) ("the Systems Act"). The Employer and the Employee are hereinafter referred to as "the Parties";

1.2 Section 57(1)(b) of the Systems Act, read with the Contract of Employment concluded between the parties, requires the Parties to conclude an annual performance agreement;

1.3 The Parties wish to ensure that they are clear about the goals to be achieved, and secure the commitment of the Employee to a set of outcomes that will promote local government policy goals;

1.4 The Parties wish to ensure that there is compliance with Sections 57(4B) and 57(5) of the Systems Act;

1.5 In this Agreement, the following terms will have the meaning ascribed thereto:

1.5.1 "this Agreement" – means the performance agreement between the Employer and the employee and the Annexures thereto;

1.5.2 "the **Municipal Manager**" – means the Municipal Manager of the Municipality appointed in terms of Section 54(A) of the Systems Act;

1.5.3 "the Employee" means the **Director: Community and Protection Services** appointed in terms of Section 56 of the Systems Act;

1.5.4 "the Employer" means **Stellenbosch Municipality**; and

1.5.5 "the Parties" means the Employer and Employee.

2. PURPOSE OF THIS AGREEMENT

2.1 To comply with the provisions of Section 57(1)(b), (4B) and (5) of the Systems Act as well as the Contract of Employment entered into between the Parties;

2.2 To specify objectives and targets established for the Employee and to communicate to the Employee the Employer's expectations of the Employee's performance targets and accountabilities;

2.3 To specify accountabilities as set out in the Performance Plan (Annexure A);

2.4 To monitor and measure performance against set targeted outputs and outcomes;

2.5 To establish a transparent and accountable working relationship;

2.6 To appropriately reward the employee in accordance with section 11 of this agreement; and

2.7 To give effect to the Employer's commitment to a performance-orientated relationship with the Employee in attaining improved service delivery.

3. COMMENCEMENT AND DURATION

3.1 This Agreement will commence on **01 July 2024** and will remain in force until **30 June 2025** where after a new Performance Agreement shall be concluded between the parties for the next financial year or any portion thereof;

3.2 The Parties will conclude a new Performance Agreement that replaces this Agreement at least once a year by not later than 31st of July of the succeeding financial year;

3.3 This Agreement will terminate on the termination of the Employee's contract of employment for any reason; and

3.4 The content of this Agreement may be revised at any time during the abovementioned period to determine the current applicability of the matters previously agreed upon.

4. PERFORMANCE OBJECTIVES

4.1 The Performance Plan (Annexure A) sets out –

4.1.1 The performance objectives and targets that must be met by the Employee;

4.1.2 The time frames within which those performance objectives and targets must be met; and

4.1.3 The core competency requirements (Annexure B – definitions) as the management skills regarded as critical to the position held by the Employee.

4.2 The performance objectives and targets reflected in Annexure A are set by the Employer in consultation with the Employee and based on the Integrated Development Plan, Service Delivery and Budget Implementation Plan (SDBIP) and the Budget of the Employer, and shall include:

4.2.1 Key objectives that describe the main tasks that need to be done;

4.2.2 Key performance indicators (KPIs) that provide the details of the evidence that must be provided to show that a key objective has been achieved;

4.2.3 Target dates that describe the timeframe in which the targets must be achieved; and

4.2.4 Weightings showing the relative importance of the key objectives to each other.

4.3 The Personal Development Plan (Annexure C) sets out the Employee's personal development requirements in line with the objectives and targets of the Employer; and

4.4 The Employee's performance will, in addition, be measured in terms of contributions to the goals and strategies set out in the Employer's Integrated Development Plan.

5. PERFORMANCE MANAGEMENT SYSTEM

5.1 The Employee agrees to participate in the performance management system that the Employer adopted for the employees of the Employer;

5.2 The Employee accepts that the purpose of the performance management system will be to provide a comprehensive system with specific performance standards to assist the employees and service providers in performing to the standards required;

5.3 The Employer will consult the Employee about the specific performance standards and targets that will be included in the performance management system applicable to the Employee;

5.4 The Employee undertakes to actively focus on the promotion and implementation of the Strategic Focus Areas (SFAs) (including special projects relevant to the employee's responsibilities) within the local government framework;

5.5 The criteria upon which the performance of the Employee shall be assessed shall consist of two components, SFAs and Competency Framework requirements as per the Local Government: Regulations on Appointment and Conditions of Employment of Senior Managers, both of which shall be contained in the Performance Agreement;

5.6 The Employee's assessment will be based on his performance in terms of the outputs / outcomes (KPIs) identified as per the attached Performance Plan (Annexure A), which are linked to the SFAs applicable to the Employee and will constitute 80% of the overall assessment result as per the weightings agreed to between the Employer and Employee.

Table 1: Strategic Focus Areas

Strategic Focus Areas
SFA 1 - Valley of Possibility
SFA 2 - Green and Sustainable Valley
SFA 3 - Safe Valley
SFA 4 - Dignified Living
SFA 5 - Good Governance and Compliance

Director: Community and Protection Services
Mr Gary Boshoff

Municipal Manager:
Ms Geraldine Mettler

5.7 The competency requirements for senior managers as per Regulation 9 of Local Government: Regulations on Appointment and Conditions of Employment of Senior Managers will make up the other 20% of the Employee's assessment score. The competencies will be assessed every six (6) months (January and July).

Table 2: Leading and Core Competencies

Leading and Core Competencies		
1.	Strategic Direction and Leadership	• Impact and influence • Institutional performance management • Strategic planning and management • Organisational awareness
2.	People management	• Human capital planning and development • Diversity management • Employee relations management • Negotiation and dispute management
3.	Programme and project management	• Programme and project planning and implementation • Service delivery management • Programme and project monitoring and evaluation
4.	Financial management	• Budget planning and execution • Financial strategy and delivery • Financial reporting and delivery
5.	Change leadership	• Change vision and strategy • Process design and improvement • Change impact monitoring and evaluation
6.	Governance leadership	• Policy formulation • Risk and compliance management • Cooperative Governance
7.	Moral competence	• Core Competency
8.	Planning and organising	• Core Competency
9.	Analysis and innovation	• Core Competency
10.	Knowledge and information management	• Core Competency
11.	Communication	• Core Competency
12.	Results and quality focus	• Core Competency

6. PERFORMANCE ASSESSMENT

6.1 The Performance Plan (Annexure A) to this Agreement sets out –

6.1.1 The standards and procedures for evaluating the Employee's performance; and

6.1.2 The intervals for the evaluation of the Employee's performance.

6.2 Despite the establishment of agreed intervals for evaluation, the Employer may in addition review the Employee's performance at any stage while the contract of employment remains in force;

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Director: Community and Protection Services
Mr Gary Boshoff

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Municipal Manager:
Ms Geraldine Mettler

6.3 Personal growth and development needs identified during any performance review discussion must be documented in a Personal Development Plan as well as the actions agreed to and implementation must take place within set time frames;

6.4 The Employee's performance will be measured in terms of contributions to the goals and strategies set out in the Employer's Integrated Development Plan (IDP) as described in 6.6 – 6.12 below;

6.5 The Employee will submit quarterly performance reports (SDBIP) and a comprehensive annual performance report at least one week prior to the performance assessment meetings to the Evaluation Panel Chairperson for distribution to the panel members for preparation purposes;

6.6 Assessment of the achievement of results as outlined in the performance plan:

6.6.1 Each KPI or group of KPIs shall be assessed according to the extent to which the specified standards or performance targets have been met and with due regard to ad-hoc tasks that had to be performed under the KPI;

6.6.2 A rating on the five-point scale shall be provided for each KPI or group of KPIs which will then be multiplied by the weighting to calculate the final score;

6.6.3 The Employee will submit his self-evaluation to the Employer prior to the formal assessment;

6.6.4 In the instance where the employee could not perform due to reasons outside the control of the employer and employee, the KPI will not be considered during the evaluation. The employee should provide sufficient evidence in such instances; and

6.6.5 An overall score will be calculated based on the total of the scores calculated above.

6.7 Assessment of the Competencies:

6.7.1 Each Competency shall be assessed in terms of the description provided in (Annexure B);

6.7.2 A rating shall be provided for each Competency which will then be multiplied by the weighting to calculate the final score; and

6.7.3 An overall score will be calculated based on the total of the scores calculated above.

6.8 Overall rating

6.8.1 An overall rating is calculated by adding the overall scores as calculated in 6.6.5 and 6.7.3 above; and

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Director: Community and Protection Services
Mr Gary Boshoff

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Municipal Manager:
Ms Geraldine Mettler

6.8.2 Such an overall rating represents the outcome of the performance appraisal.

6.9 The assessment of the performance of the Employee will be based on the following rating scales for SFAs and Competencies respectively:

6.9.1 Rating scale for SFAs - as mentioned in paragraph 5.6:

Table 3: Performance rating scale

Level	Terminology	Description
5	**Outstanding performance**	Performance far exceeds the standard expected of an employee at this level. The appraisal indicates that the Employee has achieved above fully effective results against all performance criteria and indicators as specified in the PA and Performance plan and maintained this in all areas of responsibility throughout the year.
4	**Performance significantly above expectations**	Performance is significantly higher than the standard expected in the job. The appraisal indicates that the Employee has achieved above fully effective results against more than half of the performance criteria and indicators and fully achieved all others throughout the year.
3	**Fully effective**	Performance fully meets the standards expected in all areas of the job. The appraisal indicates that the Employee has achieved effective results against all significant performance criteria and indicators specified in the PA and Performance Plan.
2	**Not fully effective**	Performance is below the standard required for the job in key areas. Performance meets some of the standards expected for the job. The review / assessment indicates that the employee has achieved below fully effective results against more than half the key performance criteria and indicators as specified in the PA and Performance Plan.
1	**Unacceptable performance**	Performance does not meet the standard expected for the job. The review / assessment indicates that the employee has achieved below fully effective results against almost all the performance criteria and indicators as specified in the PA and Performance Plan. The employee has failed to demonstrate the commitment or ability to bring performance up to the level expected in the job despite management efforts to encourage improvement.

6.9.2 Rating scale for Competencies -as mentioned in paragraph 5.7:

Table 4: Rating scale for Competencies

Level	Achievement Levels	Description
5	**Superior**	Has a comprehensive understanding of local government operations, critical in shaping strategic direction and change, develops, and applies comprehensive concepts and methods
4	**Advanced**	Develops and applies complex concepts, methods and understanding. Effectively directs and leads a group and executes in-depth analyses

Level	Achievement Levels	Description
3	Competent	Develops and applies more progressive concepts, methods and understanding. Plans and guides the work of others and executes progressive analyses
2	Basic	Applies basic concepts, methods, and understanding of local government operations, but requires supervision and development intervention
1	Sub Standard	Applies little to no basic concepts, methods, and understanding of local government operations.

6.10 For purposes of evaluating the performance of the Employee for the year-end reviews, an evaluation panel constituted of the following persons will be established–

6.10.1 Municipal Manager;

6.10.2 Municipal Manager from another municipality;

6.10.3 Chairperson of the Performance Audit Committee or in his / her absence thereof, the Chairperson of the Audit Committee; and

6.10.4 The Member of the Mayoral Committee (Portfolio Chairperson).

6.11 The Municipal Manager will evaluate the performance of the Employee as at the end of the 1st, and 3rd quarters; and

6.12 The Municipal Manager will give performance feedback to the Employee within five (5) working days after each quarterly and annual assessment meeting.

7. SCHEDULE FOR PERFORMANCE REVIEWS

7.1 The performance of the Employee in relation to his performance agreement shall be reviewed on the following dates.

Table 5: Schedule for performance reviews

Quarter	Review Period	Review to be completed by
1	July - September	October / November 2024 (Informal)
2	October – December	January / February 2025 (Formal)
3	January – March	April / May 2025 (Informal)
4	April - June	After the receipt of the AGSA's Management Report

7.2 The Employer shall keep a record of the mid-year and year-end assessment meetings;

7.3 Performance feedback shall be based on the Employer's assessment of the Employee's performance;

7.4 The Employer will be entitled to review and make reasonable changes to the provisions of Annexure A from time to time for operational reasons. The Employee will be fully consulted before any such change is made; and

7.5 The Employer may amend the provisions of Annexure A whenever the performance management system is adopted, implemented, and / or amended as the case may be. In that case, the Employee will be fully consulted before any such change is made.

8. DEVELOPMENTAL REQUIREMENTS

8.1 The Personal Development Plan (PDP) for addressing developmental gaps is attached as Annexure C. Such a Plan may be implemented and / or amended as the case may be after each assessment. In that case, the Employee will be fully consulted before any such change or plan is made.

9. OBLIGATIONS OF THE EMPLOYER

9.1 The Employer shall-

9.1.1 Create an enabling environment to facilitate effective performance by the employee;

9.1.2 Provide access to skills development and capacity-building opportunities;

9.1.3 Work collaboratively with the Employee to solve problems and generate solutions to common problems that may impact the performance of the Employee;

9.1.4 On the request of the Employee delegate such powers reasonably required by the Employee to enable him to meet the performance objectives and targets established in terms of this Agreement; and

9.1.5 Make available to the Employee such resources as the Employee may reasonably require from time to time assisting him to meet the performance objectives and targets established in terms of this Agreement.

10. CONSULTATION

10.1 The Employer agrees to consult the Employee timeously where the exercising of its powers will have amongst others-

10.1.1 A direct effect on the performance of any of the Employee's functions;

10.1.2 Commit the Employee to implement or to give effect to a decision made by the Employer; and

10.1.3 A substantial financial effect on the Employer.

10.2 The Employer agrees to inform the Employee of the outcome of any decisions taken pursuant to the exercise of powers contemplated in clause 12.1 as soon as is practicable to enable the Employee to take any necessary action with delay.

11. REWARD

11.1 The evaluation of the Employee's performance will form the basis for rewarding outstanding performance or correcting unacceptable performance;

11.2 The payment of the performance bonus is determined by the performance score obtained during the 4th quarter and as informed by the quarterly performance assessments;

11.3 A performance bonus of between 5% to 14% of the all-inclusive annual remuneration package may be paid to the Employee in recognition of outstanding performance to be constituted as follows:

Table 6: Performance bonus calculations

Performance Rating		Bonus Calculation
0% - 64%	Poor Performance	0% of the total package
65% - 69%	Average Performance	5% of the total package
70% - 74%	Fair Performance	9% of the total package
75% - 79%	Good Performance	11% of the total package
80% - 100%	Excellent Performance	14% of the total package

11.4 In the event of the Employee terminating his services during the validity period of this Agreement, the Employee's performance will be evaluated for the portion during which he was employed, and he will be entitled to a pro-rata performance bonus based on his evaluated performance for the period of actual service; and

11.5 The Employer will submit the total score of the annual assessment and of the Employee, to the full Council for purposes of recommending the bonus allocation.

12. MANAGEMENT OF EVALUATION OUTCOMES

12.1 Where the Employer is, at any time during the Employee's employment, not satisfied with the Employee's performance with respect to any matter dealt with in this Agreement, the Employer will give notice to the Employee to attend a meeting;

12.2 The Employee will have the opportunity at the meeting to satisfy the Employer of the measures being taken to ensure that his performance becomes satisfactory and any programme, including any dates, for implementing these measures;

12.3 Where there is a dispute or difference as to the performance of the Employee under this Agreement, the Parties will confer with a view to resolving the dispute or difference; and

12.4 In the case of unacceptable performance, the Employer shall –

12.4.1 Provide systematic remedial or developmental support to assist the Employee to improve his performance; and

12.4.2 After appropriate performance counselling and having provided the necessary guidance and / or support as well as a reasonable time for improvement in performance, the Employer may consider steps to terminate the contract of employment of the Employee on grounds of unfitness or incapacity to carry out his or her duties.

13. DISPUTE RESOLUTION

13.1 In the event that the Employee is dissatisfied with any decision or action of the Employer in terms of this Agreement, or where a dispute or difference arises as to the extent to which the Employee has achieved the performance objectives and targets established in terms of this Agreement, the Employee may within 3 (three) business days, meet with the Employer with a view to resolving the issue. The Employer will record the outcome of the meeting in writing;

13.2 If the Parties cannot resolve the issues within 10 (ten) business days, an independent arbitrator, acceptable to both parties, shall be appointed to resolve the matter within 30 (thirty) business days; and

13.3 In the event that the mediation process contemplated above fails, the relevant clause of the Contract of Employment together with the relevant laws and regulations shall apply.

14. GENERAL

14.1 The contents of this agreement and the outcome of any review conducted in terms of Annexure A may be made available to the public by the Employer; and

14.2 Nothing in this agreement diminishes the obligations, duties, or accountabilities of the Employee in terms of his contract of employment, or the effects of existing or new regulations, circulars, policies, directives, or other instruments.

.....
Director: Community and Protection Services
Mr Gary Boshoff

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Municipal Manager:
Ms Geraldine Mettler

Thus, done and signed at Stellenbosch on the 26th day of June 2024

DIRECTOR: COMMUNITY AND PROTECTION SERVICES

AS WITNESSES:

1.

2.

Thus, done and signed at Stellenbosch on the 26th day of June 2024

MUNICIPAL MANAGER

AS WITNESSES:

1.

2.

Director: Community and Protection Services
Mr Gary Boshoff

Municipal Manager:
Ms Geraldine Mettler

MEMBER OF MAYORAL COMMITTEE
(Portfolio: Protection Services)
Cllr R Pheiffer

MEMBER OF MAYORAL COMMITTEE
(Portfolio: Parks, Open Spaces and Environment)
Cllr J Williams

MEMBER OF MAYORAL COMMITTEE
(Portfolio: Sport, Youth and Culture)
Cllr JC Anthony

MEMBER OF MAYORAL COMMITTEE
(Portfolio: Community Services)
Cllr X Kalipa

.....
Director: Community and Protection Services
Mr Gary Boshoff

.....
Municipal Manager:
Ms Geraldine Mettler

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Annexure A
Performance Plan

DIRECTOR: COMMUNITY AND PROTECTION SERVICES

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Director: Community and Protection Services
Mr Gary Boshoff

.....
Municipal Manager:
Ms Geraldine Mettler

The Performance Plan sets out:

a) Key Performance Areas that the employee should focus on, performance objectives, key performance indicators and targets that must be met within a specific timeframe; and

b) The Competencies required from employees prescribed in the Regulations on the appointment and conditions of employment of senior managers, R21 of 2014.

KEY PERFORMANCE INDICATORS

The key performance areas, performance objectives, key performance indicators and targets that must be met within the agreed timeframe are described below. The assessment of these performance indicators will account for 80% (**eighty per cent)** of the total employee assessment score.

Part 1: Implementation of the Service Delivery and Budget Implementation Plan (80%)

DIRECTOR: COMMUNITY AND PROTECTION SERVICES													
IDP/ Ref No.	Strategic Focus Area (SFA)	Indicator (Activity / Project / Programme / Key Initiative)	Unit of Measurement	Indicator type	Baseline (Actual 2022/23)	5 Year Target	2024/25	Funding Source	Service Delivery and Budget Implementation Plan (SDBIP 2024/25)				Weight
									Q1	Q2	Q3	Q4	
TBC	SFA 5: Good Governance and Compliance	Effective Management and Functional Supervision of the Department: Protection Services	Percentage of indicators of the Department: Protection Services achieved, measured quarterly	Outcome	59.52%	80%per annum	80%	SM	80%	80%	80%	80%	2
TBC	SFA 5: Good Governance and Compliance	Effective Management and Functional Supervision of the Department: Community Services	Percentage of indicators of the Department: Community Services achieved, measured quarterly	Outcome	50.91%	80% per annum	80%	SM	80%	80%	80%	80%	2

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Director: Community and Protection Services
Mr Gary Boshoff

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Municipal Manager:
Ms Geraldine Mettler

DIRECTOR: COMMUNITY AND PROTECTION SERVICES													
IDP/ Ref No.	Strategic Focus Area (SFA)	Indicator (Activity / Project / Programme / Key Initiative)	Unit of Measurement	Indicator type	Baseline (Actual 2022/23)	5 Year Target	2024/25	Funding Source	Service Delivery and Budget Implementation Plan (SDBIP 2024/25)				Weight
									Q1	Q2	Q3	Q4	
TBC	SFA 5: Good Governance and Compliance	Effective Management and Functional Supervision of the Section: Community Development	Percentage of indicators of the Section: Community Development achieved, measured quarterly	Outcome	72.36%	80%per annum	80%	SM	80%	80%	80%	80%	2
KPI013	SFA 2: Green and Sustainable Valley	Submission of a revised Friends Group Memorandum of Understanding (MOU) to the Municipal Manager	Number of revised Friends Group MOUs submitted to the Municipal Manager by 30 June	Programme	New KPI	1 per annum	1	SM	N/A	N/A	N/A	1	2
KPI024	SFA 3: Safe Valley	Submission of the revised Disaster Management Plan to the Municipal Manager	Number of revised Disaster Management Plans submitted to the Municipal Manager by 31 March	Output	1	1 per annum	1	SM	N/A	N/A	1	N/A	3
KPI025	SFA 3: Safe Valley	Submission of the revised Safety and Security Strategy to the Municipal Manager	Number of revised Safety and Security Strategies submitted to the Municipal Manager by 30 April	Output	1	1 per annum	1	SM	N/A	N/A	N/A	1	3
KPI026	SFA 3: Safe Valley	Submission of the revised Traffic Management Plan to the Municipal Manager	Number of revised Traffic Management Plans submitted to the Municipal Manager by 31 March	Output	1	1 per annum	1	SM	N/A	N/A	1	N/A	3
TBC	SFA 5: Good Governance and Compliance	Implementation of the Mayoral Outcomes in the Integrated Development Plan (IDP) for the 2024/25 financial year	Percentage of the Mayoral Outcomes in the IDP for the 2024/25 financial year implemented by 30 June	Outcome	58.75%	80% per annum	80%	SM	80%	80%	80%	80%	2
TBC	SFA 5: Good Governance and Compliance	Implementation of the Portfolio: Protection Services' Outcomes in the Integrated Development Plan (IDP) for the 2024/25 financial year	Percentage of the Portfolio: Protection Services' Outcomes in the IDP for the 2024/25 financial year implemented by 30 June	Outcome	80%	80% per annum	80%	SM	80%	80%	80%	80%	2

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Director: Community and Protection Services
Mr Gary Boshoff

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Municipal Manager:
Ms Geraldine Mettler

DIRECTOR: COMMUNITY AND PROTECTION SERVICES													
IDP/ Ref No.	Strategic Focus Area (SFA)	Indicator (Activity / Project / Programme / Key Initiative)	Unit of Measurement	Indicator type	Baseline (Actual 2022/23)	5 Year Target	2024/25	Funding Source	Service Delivery and Budget Implementation Plan (SDBIP 2024/25)				Weight
									Q1	Q2	Q3	Q4	
TBC	SFA 5: Good Governance and Compliance	Implementation of the Portfolio: Youth, Sport, and Culture's Outcomes in the Integrated Development Plan (IDP) for the 2024/25 financial year	Percentage of the Portfolio: Youth, Sport, and Culture's Outcomes in the IDP for the 2024/25 financial year implemented by 30 June	Outcome	87.68%	80% per annum	80%	SM	80%	80%	80%	80%	2
TBC	SFA 5: Good Governance and Compliance	Implementation of the Portfolio: Parks, Open Spaces and Environment's Outcomes in the Integrated Development Plan (IDP) for the 2024/25 financial year	Percentage of the Portfolio: Parks, Open Spaces and Environment's Outcomes in the IDP for the 2024/25 financial year implemented by 30 June	Outcome	100%	80% per annum	80%	SM	80%	80%	80%	80%	2
TBC	SFA 5: Good Governance and Compliance	Implementation of the Portfolio: Community Service Outcomes in the Integrated Development Plan (IDP) for the 2024/25 financial year	Percentage of the Portfolio: Community Services Outcomes in the IDP for the 2024/25 financial year implemented by 30 June	Outcome	New KPI	80% per annum	80%	SM	80%	80%	80%	80%	2
TBC	SFA 5: Good Governance and Compliance	Implementation of the Municipal Manager's Outcomes in the Integrated Development Plan (IDP) for the 2024/25 financial year	Percentage of the Municipal Manager's Outcomes in the IDP for the 2024/25 financial year implemented by 30 June	Outcome	100%	80% per annum	80%	SM	80%	80%	80%	80%	2
TBC	SFA 5: Good Governance and Compliance	Spend the Directorate: Community and Protection Services' approved Capital Budget	Percentage of the approved Capital Budget of the Directorate: Community and Protection Services actually spent by 30 June	Input	49.32%	90% per annum	90%	SM	10%	30%	60%	90%	20
TBC	SFA 5: Good Governance and Compliance	Submission of the final bid specifications for all capital projects to the Bid Specification Committee (BSC) *(2025/26)*	Percentage of the final bid specifications for all capital projects submitted to the BSC by 30 June *(50% by 31 March 2025 and 100% by 30 June 2025 for the 2025/26 financial year)*	Output	100%	100% per annum	100%	SM	N/A	N/A	50%	100%	2

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DIRECTOR: COMMUNITY AND PROTECTION SERVICES													
IDP/ Ref No.	Strategic Focus Area (SFA)	Indicator (Activity / Project / Programme / Key Initiative)	Unit of Measurement	Indicator type	Baseline (Actual 2022/23)	5 Year Target	2024/25	Funding Source	Service Delivery and Budget Implementation Plan (SDBIP 2024/25)				Weight
									Q1	Q2	Q3	Q4	
TBC	SFA 5: Good Governance and Compliance	Submission of detailed procurement needs for all operational projects to the Supply Chain Management (SCM) Department	Number of quarterly detailed procurement needs submitted to the SCM Department within 10 days before the start of the quarter	Output	4	4 per annum	4	SM	1 (1)	1 (2)	1 (3)	1 (4)	2
TBC	SFA 5: Good Governance and Compliance	Performance plans signed with all identified personnel	Number of performance plans signed with all identified personnel by 30 July	Output	3	3 per annum	3	SM	3	N/A	N/A	N/A	2
TBC	SFA 5: Good Governance and Compliance	Conduct formal performance evaluations with all identified personnel	Number of formal performance evaluations conducted with all identified personnel by 31 January	Output	6	6 per annum	6	SM	3 (3)	N/A	3 (6)	N/A	3
TBC	SFA 5: Good Governance and Compliance	Develop an Annual Departmental Risk Register	Number of Annual Departmental Risk Registers developed by 31 July	Output	1	1 per annum	1	SM	1	N/A	N/A	N/A	2
TBC	SFA 5: Good Governance and Compliance	Evaluation of the Departmental Risk Register	Number of Departmental Risk Registers evaluated by 31 May	Output	2	2 per annum	2	SM	N/A	1 (1)	N/A	1 (2)	2
TBC	SFA 5: Good Governance and Compliance	Implementation of the Directors Forum resolutions	Percentage of the Directors Forum Resolutions implemented in accordance with due dates	Output	New KPI	80% per annum	80%	SM	80%	80%	80%	80%	2
TBC	SFA 5: Good Governance and Compliance	Implementation of the Council resolutions	Percentage of the Council resolutions implemented, measured quarterly	Output	72.25%	70% per annum	70%	SM	70%	70%	70%	70%	2
TBC	SFA 3 - Safe Valley	Spend the allocated CCTV camera budget	Percentage of the allocated CCTV Cameras budget actually spend by 30 June	Output	30.92%	90% per annum	90%	SM	10%	30%	60%	90%	2

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DIRECTOR: COMMUNITY AND PROTECTION SERVICES													
IDP/ Ref No.	Strategic Focus Area (SFA)	Indicator (Activity / Project / Programme / Key Initiative)	Unit of Measurement	Indicator type	Baseline (Actual 2022/23)	5 Year Target	2024/25	Funding Source	Service Delivery and Budget Implementation Plan (SDBIP 2024/25)				Weight
									Q1	Q2	Q3	Q4	
TBC	SFA 5: Good Governance and Compliance	Raise / Collect Operating Budget revenue of the Department: Community and Protection Services as per the approved budget	Percentage of the Department: Community and Protection Services revenue raised / collected by 30 June	Outcome	116.12%	96% per annum	96%	SM	25%	50%	75%	96%	3
TBC	SFA 3 - Safe Valley	Implementation of the Safety Plan	Percentage of actions implemented for the 2024/25 financial year as per the Safety Plan by 30 June	Outcome	94.64%	90% per annum	90%	SM	5%	30%	60%	90%	3
TBC	SFA 5: Good Governance and Compliance	Implementation of the Sport Facilities Management Plan	Percentage of actions implemented for the 2024/25 financial year as per the Sport Facilities Management Plan by 30 June	Outcome	93.75%	90% per annum	90%	SM	5%	30%	60%	90%	3
TBC	SFA 5: Good Governance and Compliance	Implementation of the Directorate's actions as per the AGSA Audit Action Plan	Percentage of the Directorate's actions as per the AGSA Audit Action Plan implemented by 30 June	Outcome	100%	100% per annum	100%	SM	N/A	N/A	50%	100%	3
												Total	80

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Part 2: Competency Requirements (20%)

Ref	Leading and Core Competencies	(January) 1st Assessment	(July) Final Assessment	Weights	Comments
2.1	**Strategic direction and leadership**			**1.66%**	
2.2	**People management**			**1.66%**	
2.3	**Programme and project management**			**1.66%**	
2.4	**Financial management**			**1.66%**	
2.5	**Change leadership**			**1.67%**	
2.6	**Governance leadership**			**1.67%**	
2.7	**Moral competence**			**1.67%**	
2.8	**Planning and organising**			**1.67%**	
2.9	**Analysis and innovation**			**1.67%**	
2.10	**Knowledge and information management**			**1.67%**	
2.11	**Communication**			**1.67%**	
2.12	**Results and quality focus**			**1.67%**	
Total				**20%**	

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Annexure B
Competency Framework

DIRECTOR: COMMUNITY AND PROTECTION SERVICES

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CLUSTER :	**LEADING COMPETENCIES**
COMPETENCY NAME :	**Strategic Direction and Leadership**
COMPETENCY DEFINITION :	**Provide and direct a vision for the institution, and inspire and deploy others to deliver on the strategic institutional mandate.**

ACHIEVEMENT LEVELS			
BASIC	**COMPETENT**	**ADVANCED**	**SUPERIOR**
• Understand Institutional and departmental strategic objectives, but • lacks the ability to inspire others to achieve set mandate.	• Give direction to a team in realising the institution's strategic mandate and set objectives.	• Evaluate all activities to determine value and alignment to strategic intent.	• Structure and position the institution to local government priorities.
• Describe how specific tasks link to institutional strategies but has limited influence in directing a strategy.	• Has a positive impact and influence on the morale, engagement and participation of team members.	• Display in-depth knowledge and understanding of strategic planning.	• Actively use in-depth knowledge and understanding to develop and implement a comprehensive institutional framework.
• Has a basic understanding of institutional performance management, but lacks the ability to integrate systems into a collective whole.	• Develop action plans to execute and guide strategy.	• Align strategy and goals across all functional areas.	• Hold self-accountable for strategy execution and results.
	• Assist in defining performance measures to monitor the progress and effectiveness of the institution.	• Actively define performance measures to monitor the progress and effectiveness of the institution.	• Provide impact and influence through building and maintaining strategic relationships.
	• Displays an awareness of institutional structures and political factors.	• Consistently challenge strategic plans to ensure relevance.	• Create an environment that facilitates loyalty and innovation. Display a superior level of self-discipline and integrity in actions.
• Demonstrate basic understanding of key decision making.	• Effectively communicate barriers to execution to relevant parties.	• Understand institutional structures and political factors, and the consequences of actions.	• Integrate various systems into a collective whole to optimise institutional performance management.
	• Provide guidance to all stakeholders in the achievement of the strategic mandate.	• Empower others to follow the strategic direction and deal with complex situations.	
	• Understand the aim and objectives of the institution and relate it to own work.	• Guide the institution through complex and ambiguous concern. • Use understanding of power relationships and dynamic tensions among key players	• Uses understanding of competing interests to maneuver successfully to a win/win outcome.

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CLUSTER :	LEADING COMPETENCIES		
COMPETENCY NAME :	Strategic Direction and Leadership		
COMPETENCY DEFINITION :	Provide and direct a vision for the institution, and inspire and deploy others to deliver on the strategic institutional mandate.		
ACHIEVEMENT LEVELS			
BASIC	COMPETENT	ADVANCED	SUPERIOR
		to frame communications and develop strategies, positions and alliances.	

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CLUSTER :	**LEADING COMPETENCIES**
COMPETENCY NAME :	**People Management**
COMPETENCY DEFINITION :	**Effectively manage, inspire and encourage people, respect diversity, optimise talent and build and nurture relationships in order to achieve institutional objectives.**

ACHIEVEMENT LEVELS			
BASIC	**COMPETENT**	**ADVANCED**	**SUPERIOR**
• Participate in team goalsetting and problem solving.	• Seek opportunities to increase team contribution and responsibility.	• Identify ineffective team and work processes and recommend remedial interventions.	• Develop and incorporate best practice people management processes, approaches and tools across the institution.
• Interact and collaborate with people of diverse backgrounds.	• Respect and support the diverse nature of others and be aware of the benefits of a diverse approach.	• Recognise and reward effective and desired behavior.	• Foster a culture of discipline, responsibility and accountability.
	• Effectively delegate tasks and empower others to increase contribution and execute functions optimally.	• Provide mentoring and guidance to others in order to increase personal effectiveness.	• Understand the impact of diversity in performance and actively incorporate a diversity strategy in the institution.
	• Apply relevant employee legislation fairly and consistently.	• Identify development and learning needs within the team.	• Develop comprehensive integrated strategies and approaches to human capital development and management.
• Aware of guidelines for employee development, but requires support in implementing development initiatives.	• Effectively identify capacity requirements to fulfill the strategic mandate.	• Inspire a culture of performance excellence by giving positive and constructive feedback to the team. • Achieve agreement or consensus in adversarial environments. • Lead and unite diverse teams across divisions to achieve institutional objectives.	• Actively identify trends and predict capacity requirements to facilitate unified transition and performance management.

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CLUSTER :	**LEADING COMPETENCIES**
COMPETENCY NAME :	**Programme and Project Management**
COMPETENCY DEFINITION :	**Able to understand program and project management methodology; plan, manage, monitor and evaluate specific activities in order to deliver on set objectives.**

ACHIEVEMENT LEVELS			
BASIC	**COMPETENT**	**ADVANCED**	**SUPERIOR**
• Initiate projects after approval from higher authorities.	• Establish broad stakeholder involvement and communicate the project status and key milestones.	• Manage multiple programs and balance priorities and conflicts according to institutional goals.	• Understand and conceptualise the long-term implications of desired project outcomes.
• Understand procedures of program and project management methodology, implications and stakeholder involvement.	• Define the roles and responsibilities of the project team and create clarity around expectations.	• Apply effective risk management strategies through impact assessment and resource requirements.	• Direct a comprehensive strategic macro and micro analysis and scope projects accordingly to realise institutional objectives.
• Understand the rational of projects in relation to the institution's strategic objectives.	• Find a balance between project deadline and the quality of deliverables.	• Modify project scope and budget when required without compromising the quality and objectives of the project.	• Influence people in positions of authority to implement outcomes of projects
• Document and communicate factors and risk associated with own work.	• Identify appropriate project resources to facilitate the effective completion of the deliverables.	• Involve top-level authorities and relevant stakeholders in seeking project buy-in.	• Lead and direct translation of policy into workable action plans
• Use results and approaches of successful project implementation as guide.	• Comply with statutory requirements and apply policies in a consistent manner. • Monitor progress and use of resources and make needed adjustments to timelines, steps and resource allocation.	• Identify and apply contemporary project management methodology • Influence and motivate project team to deliver exceptional results. • Monitor policy implementation and apply procedures to manage risks.	• Ensures that programs are monitored to track progress and optimal resource utilisation, and that adjustments are made as needed.

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CLUSTER :	**LEADING COMPETENCIES**
COMPETENCY NAME :	**Change Leadership**
COMPETENCY DEFINITION :	**Able to direct and initiate institutional transformation on all levels in order to successfully drive and implement new initiatives and deliver professional and quality services to the community.**

ACHIEVEMENT LEVELS			
BASIC	**COMPETENT**	**ADVANCED**	**SUPERIOR**
• Display an awareness of change interventions and the benefits of transformation initiatives.	• Perform an analysis of the change impact on the social, political and economic environment.	• Actively monitor change impact and results and convey progress to relevant stakeholders.	• Sponsor change agents and create a network of change leaders who support the interventions.
• Able to identify basic needs for change.	• Maintain calm and focus during change.	• Secure buy-in and sponsorship for change initiatives.	• Actively adapt current structures and processes to incorporate the change interventions.
• Identify gaps between the current and desired state.	• Able to assist team members during change and keep them focused on the deliverables.	• Continuously evaluate change strategy and design and introduce new approaches to enhance the institution's effectiveness.	• Mentor and guide team members on the effects of change, resistance factors and how to integrate change.
• Identify potential risk and challenges to transformation, including resistance to change factors.	• Volunteer to lead change efforts outside of own work team.	• Build and nurture relationships with various stakeholders to establish strategic alliance in facilitating change.	
• Participate in change programs and piloting change interventions.	• Able to gain buy-in and approval for change from relevant stakeholders.	• Take the lead in impactful change programs.	
	• Identify change readiness levels and assist in resolving resistance to change factors.	• Benchmark change interventions against best change practices.	• Motivate and inspire others around change initiatives.
• Understand the impact of change interventions on the institution within the broader scope of local government.	• Design change interventions that are aligned with the institution's strategic objectives and goals.	• Understand the impact and psychology of change and put remedial interventions in place to facilitate effective transformation. • Take calculated risk and seek new ideas from best practice scenarios and identify the potential for implementation.	

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CLUSTER :	**LEADING COMPETENCIES**
COMPETENCY NAME :	**Financial Management**
COMPETENCY DEFINITION :	**Able to compile, plan and manage budgets, control cash flow, institute financial risk management and administer procurement processes in accordance with recognised financial practices. Further to ensure that all financial transactions are managed in an ethical manner**

ACHIEVEMENT LEVELS			
BASIC	**COMPETENT**	**ADVANCED**	**SUPERIOR**
• Understand basic financial concepts and methods as they relate to institutional processes and activities	• Exhibit knowledge of general financial concepts, planning, budgeting and forecasting and how they interrelate	• Take active ownership of planning, budgeting and forecasting processes and provides credible answers to queries within own responsibility.	• Develop planning tools to assist in evaluating and monitoring future expenditure trends.
• Display awareness into the various sources of financial data, reporting mechanisms, financial governance, processes and systems	• Assess, identify and manage financial risks.	• Prepare budgets that are aligned to the strategic objectives of the institution.	• Set budget frameworks for the institution.
• Understand the importance of financial accountability	• Assume a cost-saving approach to financial management.	• Address complex budgeting and financial management concerns.	• Set strategic direction for the institution on expenditure and other financial processes.
	• Prepare financial reports based on specified formats.	• Put systems and processes in place to enhance the quality and integrity of financial management practices.	• Build and nurture partnerships to improve financial management and achieve financial savings.
	• Consider and understand the financial implications of decisions and suggestions.	• Advise on policies and procedures regarding asset control.	• Actively identify and implement new methods to improve asset control.
• Understand the importance of asset control.	• Ensure that delegation and instructions as required by National Treasury guidelines are reviewed and updated.		
	• Identify and implement proper monitoring and evaluation practices to ensure appropriate spending against budget.	• Promote National Treasury's regulatory framework for Financial Management.	• Display professionalism in dealing with financial data and processes.

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CLUSTER :	**LEADING COMPETENCIES**
COMPETENCY NAME :	**Governance Leadership**
COMPETENCY DEFINITION:	**Able to promote, direct and apply professionalism in managing risk and compliance requirements and apply a thorough understanding of governance practices and obligations. Further, able to direct the conceptualisation of relevant policies and enhance cooperative governance relationships.**

ACHIEVEMENT LEVELS			
BASIC	**COMPETENT**	**ADVANCED**	**SUPERIOR**
• Display a basic awareness of risk, compliance and governance factors but require guidance and development in implementing such requirements.	• Display a thorough understanding of governance and risk and compliance factors and implement plans to address these.	• Able to link risk initiatives into key institutional objectives and drivers.	• Demonstrate a high level of commitment in complying with governance requirements.
• Understand the structure of cooperative government but requires guidance on fostering workable relationships between stakeholders.	• Demonstrate understanding of the techniques and processes for optimising risk taking decisions within the institution.	• Identify, analyse and measure risk, create valid risk forecasts and map risk profiles.	• Implement governance and compliance strategy to ensure achievement of institutional objectives within the legislative framework.
		• Apply risk control methodology and approaches to prevent and reduce risk that impede on the achievement of institutional objectives.	• Able to advise local government on risk management, best practice interventions and compliance management.
		• Demonstrate a thorough understanding of risk retention plans.	• Able to forge positive relationships on cooperative governance level to enhance the effectiveness of local government.t
• Provide input into policy formulation.	• Actively drive policy formulation within the institution to ensure the achievement of objectives.	• Identify and implement comprehensive risk management systems and processes.	
		• Implement and monitor the formulation of policies, identify and analyse constraints and challenges with implementation and provide recommendations for improvement.	• Able to shape, direct and drive the formulation of policies on a macro level.

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CLUSTER :	**CORE COMPETENCIES**
COMPETENCY NAME :	**Moral Competence**
COMPETENCY DEFINITION :	**Able to identify moral triggers, apply reasoning that promotes honesty and integrity and consistently display behavior that reflects moral competence**

ACHIEVEMENT LEVELS			
BASIC	**COMPETENT**	**ADVANCED**	**SUPERIOR**
• Realise the impact of acting with integrity, but requires guidance and development in implementing principles.	• Conduct self in alignment with the values of local government and the institution.	• Identify, develop and apply measures of self-correction.	• Create an environment conducive of moral practices.
• Follow basic rules and regulations of the institution.	• Able to openly admit own mistakes and weaknesses and seek assistance from others when unable to deliver.	• Able to gain trust and respect through aligning actions with commitments.	• Actively develop and implement measures to combat fraud and corruption.
	• Actively report fraudulent activity and corruption with local government.	• Make proposals and recommendations that are transparent and gain the approval of relevant stakeholders.	• Set integrity standards and shared accountability measures across the institution to support the objectives of local government.
	• Understand and honor the confidential nature of matters without seeking personal gain.	• Present values, beliefs and ideas that are congruent with the institution's rules and regulations.	
• Able to identify basic moral situations, but requires guidance and development in understanding and reasoning with moral intent.		• Takes an active stance against corruption and dishonesty when noted.	
	• Able to deal with situations of conflict of interest promptly and in the best interest of local government.	• Actively promote the value of the institution to internal and external stakeholders.	• Take responsibility for own actions and decisions, even if the consequences are unfavorable.
		• Able to work in unity with a team and not seek personal gain.	
		• Apply universal moral principles consistently to achieve moral decisions.	

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CLUSTER :	**CORE COMPETENCIES**
COMPETENCY NAME :	**Planning and Organising**
COMPETENCY DEFINITION :	**Able to plan, prioritise and organise information and resources effectively to ensure the quality of service delivery and build efficient contingency plans to manage risk.**

ACHIEVEMENT LEVELS			
BASIC	**COMPETENT**	**ADVANCED**	**SUPERIOR**
• Able to follow basic plans and organise tasks around set objectives.	• Actively and appropriately organise information and resources required for a task.	• Able to define institutional objectives, develop comprehensive plans, integrate and coordinate activities and assign appropriate resources for successful implementation.	• Focus on broad strategies and initiatives when developing plans and actions.
• Understand the process of planning and organising but requires guidance and development in providing detailed and comprehensive plans.	• Recognise the urgency and importance of tasks.	• Identify in advance required stages and actions to complete tasks.	• Able to protect and forecast short, medium and long term requirements of the institution and local government.
• Able to follow existing plans and ensure that objectives are met.	• Balance short and long-term plans and goals and incorporate into the team's performance objectives.	• Schedule realistic timelines, objectives and milestones for tasks and projects.	
• Focus on short-term objectives in developing plans and actions	• Schedule tasks to ensure they are performed within budget and with efficient use of time and resources.	• Produce clear, detailed and comprehensive plans to achieve institutional objectives.	• Translate policy into relevant projects to facilitate the achievement of institutional objectives.
• Arrange information and resources required for a task, but require further structure and organisation.	• Measures progress and monitor performance results.	• Identify possible risk factors and design and implement appropriate contingency plans. • Adapt plans in light of changing circumstances. • Prioritise tasks and projects according to their relevant urgency and importance.	

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CLUSTER :	**CORE COMPETENCIES**
COMPETENCY NAME :	**Analysis and Innovation**
COMPETENCY DEFINITION :	**Able to critically analyse information, challenges and trends to establish and implement fact-based solutions that are innovative to improve institutional processes in order to achieve key strategic objectives**

ACHIEVEMENT LEVELS			
BASIC	**COMPETENT**	**ADVANCED**	**SUPERIOR**
• Understand the basic operation of analysis, but lack detail and thoroughness.	• Demonstrate logical problem solving techniques and approaches and provide rationale for recommendations.	• Coaches team members on analytical and innovative approaches and techniques.	• Demonstrate complex analytical and problem solving approaches and techniques.
• Able to balance independent analysis with requesting assistance from others.	• Demonstrate objectivity, insight and thoroughness when analysing problems.	• Engage with appropriate individuals in analysing and resolving complex problems.	• Create an environment conducive to analytical and fact-based problem solving.
• Recommend new ways to perform tasks within own function.	• Able to break down complex problems into manageable parts and identify solutions.	• Identify solutions on various areas in the institution.	• Analyse, recommend solutions and monitor trends in key challenges to prevent and manage occurrence.
• Propose simple remedial interventions that marginally challenges the status quo.	• Consult internal and external stakeholders on opportunities to improve processes and service delivery.	• Formulate and implement new ideas throughout the institution.	• Create an environment that fosters innovative thinking and follows a learning organisation approach.
	• Clearly communicate the benefits of new opportunities and innovative solutions and stakeholders.	• Able to gain approval and buy-in for proposed interventions from relevant stakeholders.	• Be a thought leader on innovative customer service delivery and process optimisation.
• Listen to the ideas and perspectives of others and explore opportunities to enhance such innovative thinking.	• Continuously identify opportunities to enhance internal processes.	• Identify trends and best practices in process and service delivery and propose institutional application.	• Play an active role in sharing best practice solutions and engage in national and international local government seminars and conferences.
	• Identify and analyse opportunities conducive to innovative approaches and propose remedial intervention.	• Continuously engage in research to identify client needs.	

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CLUSTER :	**CORE COMPETENCIES**
COMPETENCY NAME :	**Knowledge and Information Management**
COMPETENCY DEFINITION :	**Able to promote the generation and sharing of knowledge and information through various processes and media, in order to enhance the collective knowledge base of local government**

ACHIEVEMENT LEVELS			
BASIC	**COMPETENT**	**ADVANCED**	**SUPERIOR**
• Collect, categorise and track relevant information required for specific tasks and projects.	• Use appropriate information systems and technology to manage institutional knowledge and information sharing.	• Effectively predict future information and knowledge management requirements and systems.	• Create and support a vision and culture where team members are empowered to seek, gain and share knowledge and information.
• Analyse and interpret information to draw conclusions.	• Evaluate data from various sources and use information effectively to influence decisions and provide solutions.	• Develop standards and processes to meet future knowledge management needs.	• Establish partnerships across local government to facilitate knowledge management.
• Seek new sources of information to increase the knowledge base.	• Actively create mechanisms and structures for sharing information.	• Share and promote best-practice knowledge management across various institutions.	• Demonstrate a mature approach.
• Regularly share information and knowledge with internal stakeholders and team members.	• Use external and internal resources to research and provide relevant and cutting-edge knowledge to enhance institutional effectiveness and efficiency.	• Establish accurate measures and monitoring systems for knowledge and information management. • Create a culture conducive of learning and knowledge sharing. • Hold regular knowledge and information sharing sessions to elicit new ideas and share best practice approaches.	• Recognise and exploit knowledge points in interactions with internal and external stakeholders.

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CLUSTER :	**CORE COMPETENCIES**
COMPETENCY NAME :	**Communication**
COMPETENCY DEFINITION :	**Able to share information, knowledge and ideas in a clear, focused and concise manner appropriate for the audience in order to effectively convey, persuade and influence stakeholders to achieve the desired outcome.**

ACHIEVEMENT LEVELS			
BASIC	**COMPETENT**	**ADVANCED**	**SUPERIOR**
• Demonstrate an understanding for communication levers and tools appropriate for the audience, but requires guidance in utilising such tools.	• Express ideas to individuals and groups in formal and informal settings in a manner that is interesting and motivating.	• Effectively communicate high-risk and sensitive matters to relevant stakeholders.	• Regarded as a specialist in negotiations and representing the institution.
• Express ideas in a clear and focused manner, but does not always take the audience into consideration.	• Able to understand, tolerate and appreciate diverse perspectives, attitudes and beliefs.	• Develop a well-defined communication strategy.	• Able to inspire and motivate others through positive communication that is impactful and relevant.
	• Adapt communication content and style to suit the audience and facilitate optimal information transfer.	• Balance political perspectives with institutional needs when communicating viewpoints on complex issues.	• Creates an environment conducive to transparent and productive communication and critical appreciate conversations.
	• Deliver content in a manner that gains support, commitment and agreement from relevant stakeholders.	• Able to effectively direct negotiations around complex.	
• Disseminate and convey information and knowledge adequately.		• Market and promote the institution to external stakeholders and seek to enhance a positive image of the institution.	• Able to coordinate negotiations at different levels within local government and externally.
	• Compile clear, focused, concise and well-structured written documents.	• Able to communicate with the media with high levels of moral competence and discipline.	

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CLUSTER :	**CORE COMPETENCIES**
COMPETENCY NAME :	**Results and Quality Focus**
COMPETENCY DEFINITION :	**Able to maintain high quality standards, focus on achieving results and objectives while consistently striving to exceed expectations and encourage others to meet quality standards. Further, to actively monitor and measure results and quality against identified objectives.**

ACHIEVEMENT LEVELS			
BASIC	**COMPETENT**	**ADVANCED**	**SUPERIOR**
• Understand quality of work but requires guidance in attending to important matters.	• Focus on high-priority actions and does not become distracted by lower-priority activities.	• Consistently verify own standards and outcomes to ensure quality output.	• Coach and guide others to exceed quality standards and results.
• Show a basic commitment to achieving the correct results.	• Display firm commitment and pride in achieving the correct results.	• Focus on the end result and avoids being distracted	• Develop challenging, client-focused goals and sets high standards for personal performance.
• Produce the minimum level of results required in the role.	• Set quality standards and design processes and tasks around achieving set standards.	• Demonstrate a determined and committed approach to achieving results and quality standards.	• Commit to exceed the results and quality standards, monitor own performance and implement remedial interventions when required.
• Produce outcomes that is of a good standard.	• Produce output of high quality.	• Follow task and projects through to completion.	• Work with team to set ambitious and challenging team goals, communicating long- and short term expectations.
• Focus on the quantity of output but requires development in incorporating the quality of work.	• Able to balance the quantity and quality and quality of results in order to achieve objectives.	• Set challenging goals and objectives to self and team and display commitment to achieving expectations.	• Take appropriate risks to accomplish goals.
		• Maintain a focus on quality outputs when placed under pressure.	• Overcome setbacks and adjust action plans to realise goals.
• Produce quality work in general circumstances, but fails to meet expectation when under pressure.	• Monitors progress, quality of work and use of resources; provide status updates and make adjustments as needed.	• Establishing institutional systems for managing and assigning work, defining responsibilities, tracking, monitoring and measuring success, evaluating and valuing the work of the institution.	• Focus people on critical activities that yield a high impact.

.....
Director: Community and Protection Services
Mr Gary Boshoff

.....
Municipal Manager:
Ms Geraldine Mettler

STELLENBOSCH
STELLENBOSCH • PNIEL • FRANSCHHOEK
MUNISIPALITEIT • UMASIPALA • MUNICIPALITY

Annexure C:

Personal Development Plan

DIRECTOR: COMMUNITY AND PROTECTION SERVICES

Director: Community and Protection Services
Mr Gary Boshoff

Municipal Manager:
Ms Geraldine Mettler

Skills Performance Gap	Outcomes Expected	Suggested training and / or development activity	Suggested mode of delivery	Suggested Time Frames	Work opportunity created to practice skill / development area	Support Person
1.						
2.						
3.						

Signed and accepted by the Employee

Date: 25 June 2024

Signed by the Municipal Manager on behalf of the Municipality

Date: 25 June 2024

7.11.2	**CONSIDERATION ON APPLICATIONS RECEIVED: FUNDING OF EXTERNAL BODIES PERFORMING A MUNICIPAL FUNCTION AS PROVIDED BY THE POLICY FUNDING OF BODIES PERFORMING A MUNICIPAL FUNCTION, READ WITH SECTION 80(2) OF THE LOCAL GOVERNMENT SYSTEMS ACT, 32 OF 2000. FINANCIAL YEAR 2024/25: (LOCAL TOURISM ORGANISATIONS 'LTO')**

Collaborator No: **767883**
IDP KPA Ref No: **Good Governance**
Meeting Date: **24 July 2024**

1. SUBJECT: CONSIDERATION ON APPLICATIONS RECEIVED: FUNDING OF EXTERNAL BODIES PERFORMING A MUNICIPAL FUNCTION AS PROVIDED BY THE POLICY FUNDING OF BODIES PERFORMING A MUNICIPAL FUNCTION, READ WITH SECTION 80(2) OF THE LOCAL GOVERNMENT SYSTEMS ACT, 32 OF 2000. FINANCIAL YEAR 2024/25: (LOCAL TOURISM ORGANISATIONS 'LTO')

2. PURPOSE

To discuss and consider the funding applications for the 2024/2025 financial year received from External Bodies performing a municipal function as provided by the Policy for the Funding of External Bodies Performing a Municipal Function, read with Section 80(2) of the Municipal Systems Act No. 32 of 2000.

3. DELEGATED AUTHORITY

Council

4. EXECUTIVE SUMMARY

In terms of Section 7(2) of the Policy relation to External Bodies Performing a Municipal Function of which budget allocation are delegated to the Grants Committee to make recommendations to Council.

The notices of the applications for the funding of bodies performing a municipal function were advertised in the Eikestadnuus and the Paarl Post-dated 15 February 2024, attached as **APPENDIX 1** of which the closing date to submit such applications was at 12:00 midday on 18 March 2024.

The following bodies submitted applications by the closing date for funding to perform the Tourism function for Council for the 2024 / 2025 financial year.

Applicant	**2024 / 2025**
Franschhoek Wine Valley Tourism Association NPC	R9 495 000
Visit Stellenbosch NPC	R7 064 000
Total funding requested	R16 559 000

5. RECOMMENDATIONS

With due regard for the importance of Tourism to the South African economy it is necessary to give thought to municipal funding against the desired outcomes, the capabilities and capacity of the funded entities to deliver quantifiable outcomes and practice safe stewardship of the funds granted.

In light of the above and the reasons submitted in this report the following is recommended to the Grants Committee for endorsement to Council for decision:

(a) that the amount of R 2 525 330.00 be allocated to Franschhoek Wine Valley Tourism Association NPC for the 2024 / 2025 financial year; and

(b) that the amount of R 4 652 000.00, that includes an allocation for Dwarsrivier Tourism, be allocated to Visit Stellenbosch NPC for the 2024 / 2025 financial year.

6. DISCUSSION / CONTENTS

The following applications for the funding were received:

6.1 Franschhoek Wine Valley Tourism Association NPC (APPENDIX 2)

Franschhoek Wine Valley Tourism Association NPC	
Tourism Function	R9 495 000
Other Funding Sources	R2 925 880
Total	R12 420 880

Compliance Checks

Franschhoek Wine Valley Tourism Association NPC		Amount requested: R9 495 000
The following MUST accompany this application:		
1. A copy of the latest, audited financial statements.	x	30 June 2023
2. A copy of the Organisation's Constitution or Memorandum of Incorporation as well as the resolutions / minutes adopting the Constitution or Memorandum of Incorporation.	x	
3. A copy of a project / programme description and / or a business plan for the ensuring financial year. Including the following: • Full details of the proposal or project including objectives, the number of people who will benefit and how the project will contribute or enhance the strategic objectives of Stellenbosch Municipality. • Commencement and completion dates of the project. • Information on the total cost of the project budget, including a breakdown of costs and an outline of any contribution by fundraising and / or own contribution. • A list of all other sources of funding together with the assessments. • A summary of past achievements. • References independent of the applicant and its executive.	x	

4. An original copy of a correctly completed creditors control form for Stellenbosch Municipality.	x	
5. If the Organisation received funding from Stellenbosch Municipality in the preceding financial year, you need to account for the expenditure of the funding received with your new application.	x	
6. If the organisation received funding from other bodies, please identify and list the amounts received.	x	
7. If the Organisation is a non – profit company as defined in the section 1 of the Companies Act, 2008, a certificate. letter issued by the Companies and Intellectual Property Commission (CIPC) confirming registration must be attached.	x	
8. If the Organisation has been registered as a 'non – profit' organisation in terms of the Non – Profit Organisation Act, 1997, a certificate / letter issued by the Department of Social Development confirming registration as a non – profit organisation must be attached.	x	
9. If the Organisation has been registered as a 'Public Benefit Organisation' in terms of the Income Tax Act, 1962, a certificate / letter issued by SARS confirming the Organisation's tax exemption status must be attached.	x	
10. Valid Tax Clearance issued by SARS.	x	

The following performance indicators was submitted by Franschhoek Wine Valley Tourism Association NPC programmes description of the programmes; objective to be achieved; the deliverables the potential outcomes and the budget sought for the 2024 / 2025 financial year in the below table:

Key Strategic Objective 1:	**Performance Targets / Deliverables**	**Amount in Rand**	**Departmental Comment**	**Recommended Funding in Rand**
World Class Visitors Centre	• Defending and expanding celebrity image • Environmental and social sustainability • Tourism magnets and natural beauty • Visitor comfort and safety • Excellence and innovation • Product development for diverse markets	2 300 000	The allocation for 2023 / 24 was R1 592 105. The Department proposes that the same amount of the previous financial be recommended with an increase of 4% based on the municipal budget increase.	1 655 330

	• Local advocacy			
Subtotal		***2 300 000***		***1 655 330***

Key Strategic Objective 2:	**Performance Targets / Deliverables**	**Amount in Rand**	**Departmental Comment**	**Recommended Funding in Rand**
Marketing and Branding	Continue promoting Franschhoek as one of the world's premier wine and food travel destinations. Improve digital communication across relevant social media platforms. Focus on Tourism Categories - adventure tourism, Art Sector Promotion and Business Tourism (MICE).	2 200 000	Supported under Marketing Investment	Not supported
Subtotal		***2 200 000***		***0.00***

Key Strategic Objective 3:	**Performance Targets / Deliverables**	**Amount in Rand**	**Departmental Comment**	**Recommended Funding in Rand**
Marketing Investment	• Advertising in printed media	160 400	The Department funds the following projects: • During the low season- June to August (R 120 000); • Printing of Tourism Maps (R 100 000); • Website Development (R 50 000);	350 000
	• Local shows and exhibitions includes Meetings Africa, WTM Africa and Indaba	310 000		
	• International trade shows	250 000		
	• Media hosting	60 000		
	• FWV members forums	40 000		
	• Printing of tourism maps	100 000		

	• Wine ambassadors tastings	10 000	• Johannesburg Media Event (R 30 000) • Hosting of Destination Management Companies (DMC's) and familiarisation trips (R50 000)	
	• Business entertainment	40 000		
	• ROI measurement of printed media	29 400		
	• Payment of images for Digital Marketing	23 000		
	• Visual and Video content	50 000		
	• Website development	50 000		
	• Social Media and PR Media	480 000		
	• Consumer research surveys	25 000		
	• Signage and branding for FWV wine route tourism	60 000		
	• FWV Tourism Routes	33 320		
	• Promote relationships with market products to international tourism partners	25 000		
	• Adventure Tourism maps, permits, marketing	8 530		
	• Johannesburg media event	30 350		
	• Franschhoek Small Business Networking Expo	50 000		
	• Google Ads marketing campaigns	120 000		
	• Franschhoek activations during the low seasons	120 000		

	• Hosting of Destination Management Companies (DMC's) and familiarisation trips	50 000		
Subtotal		***3 320 000***		***350 000***

Key Strategic Objective 4:	**Performance Targets / Deliverables**	**Amount in Rand**	**Departmental Comment**	**Recommended Funding in Rand**
Festival/ Events/ Projects: Franschhoek Chamber of Music Festival	Classic Chamber music with Cape Town Philharmonic Orchestra hosted in the Dutch Reform Church	10 000	The Department supports the funding proposal and the funding requested	10 000
Franschhoek Literacy Festival	Franschhoek will be transformed into a literacy hub, running for three days. A content rich programme packed with informal discussion, lively debates and inspired talks will bring together a cross section of South African and International authors. 80+ sessions with 100+ authors.	50 000	The Department supports the funding proposal and the funding requested	50 000
Franschhoek Wine Festival hosted in Johannesburg	Consumer event promoting Franschhoek Wines in Johannesburg	300 000	The Department although supporting the proposal does have sufficient funds to support the entire project. The proposal is partially supported	100 000
Positioning Franschhoek as a preferred wine destination		50 000	The department does not support the funding.	Not supported
Franschhoek Bastille Festival	Celebrate the French heritage, winter food and wine festival in the centre of the Franschhoek Village	300 000	The Department although supporting the proposal does have sufficient funds to support the entire project. The proposal is partially supported	100 000

Trade and media tasting	Visit Vignerons de Franschhoek wineries and meet the winemakers. Enjoy exciting food and entertainment while tasting the new vintages	65 000	The Department although supporting the proposal does have sufficient funds to support the entire project. The proposal is partially supported	50 000
Franschhoek Murder Mystery Weekend	Treat yourself to a weekend of surprise, relaxation and pure indulgence with the added attraction of a murder mystery dinner.	10 000	The Department supports the funding proposal and the funding requested	10 000
Franschhoek Cap Classique	Curated Cap Classique experiences celebrating Franschhoek Cap Classique Route.	50 000	The Department does not support this funding proposal as it is already funded under Franschhoek Cap Classique and Champagne Festival.	Not supported
Franschhoek Creates	Franschhoek Creates is a week of curated gallery exhibitions, interactive showcases and a variety of visual storytelling.	5 000	The department does not support the funding.	Not supported
Classic Car Festival	An event especially created for Classic and Vintage Car enthusiast.	5 000	The department does not support the funding.	Not supported
Franschhoek Cap Classique and Champagne Festival	Mingle with friends as you sample the wide range of local Cap Classique as well as select French Champagnes on offer.	300 000	The Department although supporting the proposal does have sufficient funds to support the entire project. The proposal is partially supported	200 000
Marketing of top Festival		50 000	The department does not support the funding.	Not supported
Subtotal		***1 195 000***		***520 000***

Key Strategic Objective 5:	**Performance Targets / Deliverables**	**Amount in Rand**	**Departmental Comment**	**Recommended Funding in Rand**
Community and Social Development: Western Cape Prestige Agri	Franschhoek Library Festival Schools Reading with Comprehension Competition	20 000	The department does not support the funding as it does not relate to our tourism mandate.	Not supported

Worker Competition				
Wine training with WSET	FWV invests in its restaurant and tasting room employees by providing WSET. Employees gain knowledge about grape varieties, wine regions and wine styles, enhancing their ability to serve and educate visitors.	100 000		Not supported
Training on Customer Care	FWV prioritizes visitor comfort and safety by providing training in customer care, catering and first aid. Employees learn essential skills to enhance the overall guest experience.	30 000		Not supported
Emerging Business Mentorship	FWV supports local entrepreneurs through mentorship programs. Established business leaders partner with emerging businesses, transferring skills and knowledge to foster growth and sustainability.	30 000		Not supported
Business hub in Groendal	The establishment of a Business Hub in Groendal aims to empower local entrepreneurs. It provides resources, networking opportunities and support for business development.	50 000		Not supported
Assistance to Sinothando Arts and Culture Choir	FWV collaborates with the Sinothando Arts and Culture Choir to curate a community hall in Langrug.	50 000		Not supported
Subtotal		***280 000***		***0.00***

Key Strategic Objective 6:	**Performance Targets / Deliverables**	**Amount in Rand**	**Departmental Comment**	**Recommended Funding in Rand**
Sustainable Development	Franschhoek Trails - collaborating with	100 000	The department does not support this	Not supported

Franschhoek Trails	cycling and trail partners in good trail building / maintenance of trail and biking paths at the Berg River Dam.		funding as it does not relate to our tourism mandate	
Stakeholder Engagement and Strategy	Engagement with stakeholder prioritizing environmental and social issues. The core elements to be achieved are economic growth, social inclusion and environmental protection.	100 000		Not supported
Subtotal		***200 000***		***0.00***
Total Budget Proposal for Franschhoek Wine Valley		***9 495 000***		***2 525 330***

Other sources of funding:

Marketing Sponsorship	R1 159 338
Members Fees	R1 766 542
Total	**R2 925 880**

6.2 Visit Stellenbosch NPC (Appendix 3)

Visit Stellenbosch Tourism Association NPC	
Tourism Function	R7 064 000
Other Funding Sources	R3 900 000
Total	R10 964 000

Compliance checks

Visit Stellenbosch		Amount requested: R7 064 000
The following MUST accompany this application:		
11. A copy of the latest, audited financial statements.	x	30 June 2023
12. A copy of the Organisation's Constitution or Memorandum of Incorporation as well as the resolutions / minutes adopting the Constitution or Memorandum of Incorporation.	x	
13. A copy of a project / programme description and / or a business plan for the ensuring financial year. Including the following:	x	

• Full details of the proposal or project including objectives, the number of people who will benefit and how the project will contribute or enhance the strategic objectives of Stellenbosch Municipality. • Commencement and completion dates of the project. • Information on the total cost of the project budget, including a breakdown of costs and an outline of any contribution by fundraising and / or own contribution. • A list of all other sources of funding together with the assessments. • A summary of past achievements. • References independent of the applicant and its executive.		
14. An original copy of a correctly completed creditors control form for Stellenbosch Municipality.	x	
15. If the Organisation received funding from Stellenbosch Municipality in the preceding financial year, you need to account for the expenditure of the funding received with your new application.	x	
16. If the organisation received funding from other bodies, please identify and list the amounts received.	x	
17. If the Organisation is a non – profit company as defined in the section 1 of the Companies Act, 2008, a certificate . letter issued by the Companies and Intellectual Property Commission (CIPC) confirming registration must be attached.	x	
18. If the Organisation has been registered as a 'non – profit' organisation in terms of the Non – Profit Organisation Act, 1997, a certificate / letter issued by the Department of Social Development confirming registration as a non – profit organisation must be attached.	x	
19. If the Organisation has been registered as a 'Public Benefit Organisation' in terms of the Income Tax Act, 1962, a certificate / letter issued by SARS confirming the Organisation's tax exemption status must be attached.	x	
20. Valid Tax Clearance issued by SARS.	x	

The following performance indicators was submitted by Visit Stellenbosch programmes description of the programmes; objective to be achieved; the deliverables the potential outcomes and the budget sought for the 2024 / 2025 financial year in the below table:

Key Strategic Objective 1:	**Performance Targets / Deliverables**	**Amount in Rand**	**Departmental Comment**	**Recommended Funding in Rand**
Sustainable Stellenbosch	Phase 2: build a dynamic communications strategy, complete with a comprehensive suite	60 000	The department only recommends partial funding	40 000

	of materials and tools, to accurately and powerfully convey sustainability messages.		due to limited available budget.	
	Create a comprehensive toolkit, featuring the "Sustainable Stellenbosch" brand mark, inclusive of branding guidelines, and ready-to-use social media content and designs.	40 000		20 000
Subtotal		***R 100 000***		***R 60 000***

Key Strategic Objective 2:	**Performance Targets / Deliverables**	**Amount in Rand**	**Departmental Comment**	**Recommended Funding in Rand**
Safety Programme	Provide standardised uniforms to identify the mandated parking guards with police clearance	20 000	The department supports this project	20 000
	Pappegaaiberg Safety Initiative: facilitating a project to make outdoor activities safer and more accessible. By developing a network of well-maintained hiking, running, and cycling trails tailored for various skill levels, the area will be enhanced with minimal environmental impact. Addressing safety concerns, security monitors patrol the trails, providing assistance and ensuring a secure environment	100 000	The department supports this project and this funding request.	100 000
	Middedorp Safety Initiative: Seeking to integrate public law enforcement with visible security, dedicated surveillance, and a security vehicle, marking a significant	250 000	Safety and security is a general function under South African Police Services, over and above this law enforcement	Not supported

	step towards ensuring the safety or visitors and locals.		is already a function of the Municipality which is budgeted under Community and Protection Services and includes CCTV surveillance and law enforcement.	
Subtotal		***370 000***		***120 000***

Key Strategic Objective 3:	**Performance Targets / Deliverables**	**Amount in Rand**	**Departmental Comment**	**Recommended Funding in Rand**
Stay & Play Stellenbosch	Stay & Play Winter: A marketing campaign and activation leveraging Stellenbosch during the colder months. To showcase all the great winter activities and balance visitor numbers throughout the year.	90 000	The department supports the proposal and the funding requested	90 000
	Stay & Play Summer: This initiative aims to highlight Stellenbosch as the premier destination for the summer, ensuring it remains at the forefront of travellers' minds	80 000	The department does not support the proposal due to limited budget.	Not supported
	Experience Stellenbosch - Focus on the Outdoors: Digital campaign to position Stellenbosch as the destination for outdoor adventures, adrenalin junkies, mountain bikers and casual cyclists.	80 000		Not supported
	Taste Stellenbosch Restaurant Focus: Create top of mind awareness and maximise support and interest for the Taste Stellenbosch Restaurant activation and its related activities.	80 000	The department supports the proposal and the funding requested.	80 000

	Trade programme: Increased and accelerated hosting of inbound tour operations in order to promote and position Stellenbosch as a multiday destination	80 000	The department does not support the proposal due to limited budget.	Not supported
Subtotal		***410 000***		***170 000***

Key Strategic Objective 4:	**Performance Targets / Deliverables**	**Amount in Rand**	**Departmental Comment**	**Recommended Funding in Rand**
Repeat & Referral	The "Repeat and Referral" campaign employs a strategic blend of Search Campaigns, PMAX Campaigns, and Remarketing to dynamically engage and recapture the attention of past and potential visitors.	216 000	The department only recommends partial funding due to limited available budget.	20 000
	Maintain a Jump site: Acts as a captivating gateway for potential visitors clicking through from the Google ads, offering them a streamlined and engaging overview of Stellenbosch.	36 000	The department supports this proposal.	36 000
Subtotal		***252 000***		***56 000***

Key Strategic Objective 5:	**Performance Targets / Deliverables**	**Amount in Rand**	**Departmental Comment**	**Recommended Funding in Rand**
Wine Town Stellenbosch	Planning and coordinating a series of events, activities, and offerings across various tourism sectors to draw visitors to Stellenbosch during the off-peak season, and to the Wine Routes, for the collective benefit.	80 000	The department supports this proposal.	80 000
	The Stellenbosch Wine Festival, taking place in the Stellenbosch Town Hall, is a two-day event celebrating the finest	300 000		200 000

	offerings from Stellenbosch.			
	A comprehensive marketing and communication strategy aims to establish Wine Town Stellenbosch as an essential annual event.	120 000		60 000
Subtotal		***500 000***		***340 000***

Key Strategic Objective 6:	**Performance Targets / Deliverables**	**Amount in Rand**	**Departmental Comment**	**Recommended Funding in Rand**
Stellenbosch Wine Festival - Johannesburg	The festival aims to provide a platform for 30-40 producers to show their wines.	320 000	The Department supports this proposal, as it promotes Stellenbosch to a wider domestic audience.	320 000
	Marketing and communication plan, designed to promote the events and rive ticket sales, while also establishing Stellenbosch as a premier destination for wine enthusiasts and lifestyle-traveller.	80 000		60 000
Subtotal		***400 000***		***380 000***

Key Strategic Objective 7:	**Performance Targets / Deliverables**	**Amount in Rand**	**Departmental Comment**	**Recommended Funding in Rand**
Lifestyle Stellenbosch: Stellenbosch Street Soiree and other events	Stellenbosch Street Soirees.	200 000	The Department supports the proposal.	150 000
	Woordfees activations.	90 000		60 000
	Harvest Parade.	250 000		200 000
Subtotal		***540 000***		***410 000***

Key Strategic Objective 8:	**Performance Targets / Deliverables**	**Amount in Rand**	**Departmental Comment**	**Recommended Funding in Rand**
Business of Wine Tourism Conference	A premier event dedicated to the intricacies of wine tourism commerce.	70 000	The Department, although supporting the marketing of tourism does not have sufficient budget available to fund the proposal.	Not supported
Subtotal		***70 000***		***0.00***

Key Strategic Objective 9:	**Performance Targets / Deliverables**	**Amount in Rand**	**Departmental Comment**	**Recommended Funding in Rand**

Association of Sommeliers Internacional General Assembly	Stellenbosch presents a prime opportunity for our region to highlight our exceptional wines and destination	90 000	The reputational spin-offs of this project will benefit the broader tourism industry and therefore the proposal is partially supported.	70 000
Subtotal		***90 000***		***70 000***

Key Strategic Objective 10:	**Performance Targets / Deliverables**	**Amount in Rand**	**Departmental Comment**	**Recommended Funding in Rand**
Garden Town Stellenbosch	Coordinate a 10-day programme of Garden Tours, Open Gardens, Activations in the CBD and Speakers Programme, tours and walks and a garden parade uniting community	50 000	The department supports this proposal.	50 000
	Package Stellenbosch: Create packages with accommodation, meals and activities from the programme to make it easy for visitors to stay over and experience Stellenbosch	30 000		30 000
	Extensive marketing programme: Press releases, social media, digital campaigns, influencer engagement, etc.	70 000	The Department supports this proposal and partially recommend funding this proposal.	40 000
	Long table event designed around unity, and the celebration of Stellenbosch	100 000		50 000
	Flower Parade	100 000		50 000
Subtotal		***350 000***		***220 000***

Key Strategic Objective 11:	**Performance Targets / Deliverables**	**Amount in Rand**	**Departmental Comment**	**Recommended Funding in Rand**

Bike Town Stellenbosch	Coordinate a plenary programme that includes accommodation packages, dining opportunities, cultural experiences, and recreational activities.	100 000	This proposal is not approved for funding due to limited budget.	Not supported
	Design and execute a comprehensive promotional strategy leveraging digital and traditional media platforms to reach a global audience	250 000		Not supported
Subtotal		***350 000***		***0.00***

Key Strategic Objective 12:	**Performance Targets / Deliverables**	**Amount in Rand**	**Departmental Comment**	**Recommended Funding in Rand**
Meet Stellenbosch	Host Business Tourism Showcase continuously posting Stellenbosch as a Business Tourism Destination	150 000	The project is supported in order to lure conferencing to Stellenbosch and the Winelands but due to limited funds this cannot be funded.	Not supported
	Destination Management Companies (DMC) Familiarization trips to Stellenbosch	50 000	The Department supports this proposal and funding.	50 000
Subtotal		***200 000***		***50 000***

Key Strategic Objective 13:	**Performance Targets / Deliverables**	**Amount in Rand**	**Departmental Comment**	**Recommended Funding in Rand**
Visit Stellenbosch Visitor Centre Stellenbosch Visitor Information Centre	Operate a visitor centre 362 days of the year: The Visitor services centre provide information and aid to any current or potential tourists within a destination and its surrounding areas	2 300 000	The department proposes that the same amount of the previous financial year be recommended with an increase of 4% based on the municipal budget increase.	2 150 000
Subtotal		***2 300 000***		***2 150 000***

Key Strategic Objective 14:	**Performance Targets / Deliverables**	**Amount in Rand**	**Departmental Comment**	**Recommended Funding in Rand**

Stellenbosch Visitor Information Centre Marketing Assets	Virtual Tours and Videos	96 000	The funding not supported	0.00
	Update and produce maps	60 000	The department supports this proposal and funding.	60 000
	Website & Online Maintenance	40 000	Funding has already been allocated under the "Repeat & Referral" project which is of similar nature.	Not supported
	Stellenbosch on Foot Self-Guided Routes	100 000	The department does not support this proposal.	Not supported
Subtotal		***296 000***		***60 000***

Key Strategic Objective 15:	**Performance Targets / Deliverables**	**Amount in Rand**	**Departmental Comment**	**Recommended Funding in Rand**
Dwarsrivier Information Centre	Offer and operate a Visitor Information Centre providing a frictionless visitor Experience	450 000	The department proposes that the same amount of the previous financial year be recommended with an increase of 4% based on the municipal budget increase.	R270 000
Subtotal		***450 000***		***270 000***
Key Strategic Objective 16:	**Performance Targets / Deliverables**	**Amount in Rand**	**Departmental Comment**	**Recommended Funding in Rand**
Marketing	Invest in marketing opportunities, printed and digital collateral to support the promotion of Destination Dwarsrivier as well as media and influencer hosting and educational	100 000	The project is supported by the Department	100 000
	Content creation, collateral and social media	96 000	Destination Dwarsrivier specifically focusses on marketing the offerings within the Dwars River Valley, which is seeing an increase in tourism and	96 000

			therefore this proposal is supported	
Subtotal		***196 000***		***196 000***

Dwarsrivier Events	Adam Small Festival	60 000	The Department supports the funding.	60 000
	Chrysanthemum Festival	60 000	The Department supports the funding	60 000
	Garden Town Dwarsrivier	70 000	The Department although supporting the proposal does have sufficient funds to support the entire project. The proposal is partially supported	30 000
Subtotal		***190 000***		***150 000***
Total Budget Proposal for Visit Stellenbosch		***7 064 000***		***4 652 000***

Other sources of funding:

Donations	R450 000
Grants (CWDM) Visit Stellenbosch	R400 000
Grants (CWDM) Dwarsrivier	R200 000
Marketing sponsorships	R0
Wine Member: Contributions	R1 000 000
Other Members: Contributions	R350 000
Stellenbosch Publicity Marketing	R1 500 000
Total	**R3 900 000**

6.3 Evaluation of funding requests

Based on the factors mentioned in point 5 and 6 of this report, it is clear that the two (2) organisations that have submitted applications, qualify to be considered for funding, which is Franschhoek Wine Valley Tourism Association NPC and Visit Stellenbosch NPC.

6.4 Financial Implications

The total current budget approved for the allocation of external bodies performing a function of Council for the 2024/2025 financial year is R7 177 330.00 for Local Tourism under Ukey 20220630080640 which is in line with the available budget for the upcoming financial year.

6.5 Comments from the Committee

6.5.1) Municipal Manager
1.) Economic Development and Tourism to schedule a meeting with Local Tourism Organisations to propose that Visit Stellenbosch and Franschhoek Wine Valley consider coordinating and aligning logistics for the Johannesburg Wine festival in order to save on expenses. 2.) Stellenbosch Municipality must schedule a meeting with Visit Stellenbosch to discuss how we can assist to improve the safety of visitors to Pappegaaiberg hiking trails.

6.5.2) Director: Community and Protection Services
1.) The Municipality must include a clause in the Memorandum of Understanding between Stellenbosch Municipality and the Local Tourism Organisations to encourage the promotion and utilisation of the "Rent-a-Cop Model" to enhance the security of businesses located in the central business district.

6.6 Legal Implications

The recommendations in this report comply with Council's policies and all applicable legislation and the approved Policy for Financing External Bodies Performing a Municipal function.

The successful applicants are required to submit monthly reports reflecting accurately the application of funds allocated and utilizing the reporting template provided by Council to them as specified in the Memorandum of Agreements ("MOA").

6.7 Staff Implications

None

6.8 Previous / Relevant Council Resolutions:

None

6.9 Risk Implications

Franschhoek Wine Valley Tourism Association NPC and Visit Stellenbosch NPC are entities funded to undertake a function of Council and is therefore also subject to reporting to the Auditor-General in terms of their Annual Financial Statements ("AFS") and in terms of the Municipal Finance Management Act, Act 56 of 2000. The Department has designed a reporting template to ensure that the financial reporting will be in accordance with the required financial reporting in terms of the relevant Generally Recognised Accounting Practices ("GRAP") and the MOU as signed with Council.

APPENDICES

Appendix 1: Advertisement
Appendix 2: Franschhoek Wine Valley Association NPC submission

Appendix 3: Visit Stellenbosch NPC submission.

FOR FURTHER DETAILS CONTACT:

NAME	Lesley van Gensen
POSITION	***Manager: Economic Development and Tourism***
DIRECTORATE	***Planning and Economic Development***
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E-MAIL ADDRESS	*Lesley.vanGensen@stellenbosch.gov.za*
REPORT DATE	***31 May 2024***

APPENDIX 1

Huis Horison blaas 50 kersies uit

Huis Horison, 'n residensiële en beskutte werksentrum in Stellenbosch wat spesialiseer in die versorging van volwassenes met intellektuele gestremdheid en lank reeds 'n huishoudelike naam in dié dorp is, vier vanjaar sy 50ste bestaansjaar.

"Ons is dankbaar vir só baie wat ons deur die jare ontvang het en wat ons in staat gestel het om 'n volhoubare diens te lewer," sê Elzabi van Wyk, Huis Horison se ontwikkelingsbestuurder.

"Voorbeelde hiervan is die Stellenbosch-gemeenskap se welwillendheid en morele ondersteuning, die groot aantal vrywilligers wat by ons sentrum betrokke is, en die finansiële bydraes wat ons van individue, ondernemings en trusts ontvang."

Van Wyk haal aan uit 'n onuitputbare bron wanneer sy vertel van dade van groothartigheid en vriendelikheid teenoor Huis Horison en sy inwoners. 'n Onlangse voorbeeld hiervan is die bydrae van die wêreldbekende Stellenbosse skilder en sakeman Portchie, wat Huis Horison as een van net twee organisasies benoem het om finansieel baat te vind uit die toegangsgeld van sy omvangryke kunsuitstalling, *Portchie – from Tweeling to Trafalgar Square*, met sy 60ste verjaarsdag in November verlede jaar.

Op 'n vraag hoekom sulke besondere goedhartigheid, was Portchie se antwoord: "Daar is mense by Huis Horison wat ander mense se lewe mooier maak sonder dat hulle iets terugkry. Hulle doen dit omdat hulle wil, en uit liefde. Wat my bybly sedert 'n besoek aan die sentrum, is die inwoners se absolute opwinding, vreugde en tevredenheid wanneer hulle vertel hoe bly en gelukkig hulle is om daar te kan woon. Dit is vir my 'n voorreg om iets vir Huis Horison te kan doen."

Huis Horison het tans 131 permanente inwoners, 30 mense van buite wat daagliks by die sentrum versorg word, en bykans 80 personeellede. Volgens Van Wyk word alle besluite en aktiwiteite op een primêre beginsel gebaseer: om die gehalte van versorging en menswaardigheid van diegene in die sentrum voortdurend te verhoog sodat die sentrum vir hulle 'n blywende tuiste sal wees waar hulle tot volkome menswees kan ontwikkel.



Die Stellenbosse skilder en sakeman Portchie saam met Huis Horison-inwoners en -dagwerkers by 'n herwinnings-pretdag.

"Hierdie beginsel vind gestalte in ons leuse – *Being, Belonging, Becoming* – wat die fisieke, emosionele, geestelike, en spirituele behoeftes van ons inwoners omvang, die omgewing waarin hulle woon en werk, asook die mense rondom hulle uitbeeld en die betekenisvolle werks-, ontspannings-, en groeigeleenthede van die inwoners uitlig," sê sy.

"Ons volg 'n holistiese benadering in die diens wat ons lewer. Deel daarvan is ons eiesoortige konsep van 'n Huis Horison-*village* wat so gestruktureer is dat ons inwoners blootgestel word aan, en ingeskakel is by, 'n struktuur wat vergelyk kan word met samelewingstrukture elders, maar aangepas is om hul intellektuele vermoëns in ag te neem. Hierdeur streef ons om die beginsel van leef goed, voel goed en lyk goed binne die sentrum te vestig en 'n veilige emosionele plek vir elke inwoner te skep waarin trots en selfwaarde bevorder word."

Huis Horison, geregistreer as 'n maatskappy sonder winsoogmerk, word bedryf aan die hand van vyf grondbeginsels – integriteit, bevoegdheid, aanspreeklikheid, billikheid en deursigtigheid.

- **Om diens as vrywilliger te lewer, 'n belastingvoordelige skenking te gee of algemene navrae te rig, kontak Van Wyk per e-pos by bemarking@huishorison.org.za of telefonies by 021 887 5080.**
- **Nog inligting is by www.huishorison.org.za.**

Students do clean-up of Strand Beach

On Thursday 8 February the Capri and Monica student residences of Stellenbosch University hit Strand Beach for the third consecutive year running for an educational beach clean, or "social-impact day" hosted in conjunction with Helderberg Ocean Awareness Movement (Hoam).

"It's so important to instil the message of a clean environment to all future footprints," said Lisa Starr, founder of Hoam. "We all have to kiss the ground and understand that what we put down will come back to us.

"We had a 15 minute talk and then split the students into two groups. One group hit the Helderberg Marine Protected Area (MPA), while the other worked around dune area towards the surf club. As the Helderberg MPA is a protected space where no dogs or fishing is allowed we prefer smaller groups to work that area as there are also more than 40 species of birds, and the endangered black oyster catchers are currently nesting."

She noted that, sadly, the dune area towards the surf club was very littered, and the students were a bit shocked at the amount of human excrement and other waste.

The groups cleaned for more than two hours, removing 42 full bin bags of rubbish, most of which were collected from the dune area.

"A fun time was had by all and they learnt a lot too," said Starr. "They were shocked by the amount of lollypop sticks and bottle tops that are currently top offenders on our shores. After the pick-up session they went for a cool-down in the ocean. It's always a pleasure to work with these students and inspire them to be the change."



Stellenbosch University students at Strand Beach, where they collected 42 bags of litter.

She thanked everyone for their contribution as well as the Strand Neighbourhood Watch and Secure Rite, which kept a watchful eye on everyone's safety.

"Also big kudos to all our members who are actively involved in cleaning the Helderberg MPA; it's looking spotless. If you walk there leave only with unnatural debris please. This is a protected space, and we are so grateful to have it on our doorstep."

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MUNICIPAL NOTICE: 16/2024

PUBLIC NOTICE: APPLICATIONS FOR THE FUNDING OF EXTERNAL BODIES PERFORMING A MUNICIPAL FUNCTION PROVIDED BY THE POLICY FOR THE FUNDING OF BODIES PERFORMING A MUNICIPAL FUNCTION READ WITH SECTION 80(2) OF THE LOCAL GOVERNMENT: SYSTEM ACT, 32 OF 2000, FINANCIAL YEAR 2024 / 2025

Notice is hereby given to external bodies performing a Municipal Function as provided by the Policy for the Funding of Bodies Performing a Municipal Function read with Section 80(2) of the Local Government: Municipal Systems Act, Act 32 of 2000, and who qualify for financial assistance to apply in line with the aforementioned policy of the Stellenbosch Municipality.

Only organisations within the Stellenbosch (WC024) Municipality's administrative boundaries that provide the respective Municipal Function of:

- Local Tourism and Tourism Development.

Only applications received on the prescribed application form and accompanied by the required information, documentation, financial statements, covering letter, and supporting documentation received by the Office of the Manager: Economic Development & Tourism by **no later than 12:00** midday on **18 March 2024** will be considered. Applicants may also be required to conduct a presentation, as noted in the application form, to the Evaluation Panel.

Copies of the said policy and application form is available during the office hours from the Offices of the Section: Economic Development and Tourism located at:

- NPK Building, c/o Plein and Ryneveld Street
  Stellenbosch, 7600
  Or by email from:
- Sharon Pedro
  (sharon.pedro@stellenbosch.gov.za) 021 808 8974

Downloadable copies of the documents are available on the Stellenbosch Municipal official website at: www.stellenbosch.gov.za

Garaldine Mettler
Municipal Manager
Notice No: 16/2024

MUNISIPALE KENNISGEWING: 16/2024

OPENBARE KENNISGEWING: AANSOEK OM SKENKINGS VIR DIE BEFONDSING VAN ENTITEITE WAT 'N MUNISIPALE FUNKSIE VERRIG SOOS VERVAT IN DIE BELEID VIR DIE BEFONDSING VAN EKSTERNE ENTITEITE WAT 'N MUNISIPALE FUNKSIE VERRIG, SAAMGELEES MET ARTIKEL 80(2) VAN DIE WET OP PLAASLIKE REGERING: MUNISIPALE STELSELSWET, WET 32 VAN 2000 VIR DIE 2024 / 2025 FINANSIËLE JAAR

Kennisname geskied hiermee vir Eksterne Entiteite wat 'n Munisipale Funksie verrig soos vervat in die Beleid vir die Befondsing van Entiteite wat Munisipal Funksie Verrig, saamgelees met Artikel 80(2) van die Wet op Plaaslike Regering: Munisipale Stelselwet, Wet 32 van 2000 en wat kwalifiseer vir finansiele hulp, om aansoek te doen ingevolge die bepalings vervat in die bostaande beleid van Stellenbosch Munisipaliteit.

Slegs organisasies binne die Stellenbosch (WC024) Munisipale administratiewe grense wat die volgende onderskeie funksies verrig:

- Plaaslike Toerisme en Toerisme-ontwikkeling.

Slegs aansoeke wat op die voorgeskrewe aansoekvorm ingedien word en vergesel word van al die gevraagde inligting, dokumentasie, finansiele state, dekkingsbrief, en stawende dokumentasie wat ontvang word by die Kantoor van die Bestuurder: Ekonomiese Ontwikkeling & Toerisme **teen 12:00 middag** op **18 Maart 2024** sal oorweeg word. Aansoekers sal ook verlang word om 'n voorlegging te doen, soos aangetoon op die aansoekvorm, aan die Evalueringspaneel.

Afskrifte van die betrokke beleid en aansoekvorm is beskikbaar gedurende kantoorure by die Kantore van die Afdeling: Ekonomiese Ontwikkeling & Toerisme gelee te:

- NPK Gebou h/v Plein & Ryneveldstraat,
  Stellenbosch, 7600
  Of per e-pos by:
- Sharon Pedro
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Kennisgewing No: 16/2024

XYYYRP4W-EN150224



Noorder Paarl Hoërskool se aflosspan het die aflos-item onlangs by die jaarlikse Roland Bastiaan-tradisionele atletiek-byeenkoms gewen. Van links is Lee-wayne Josop, Melcom Geduld, Deolin Daniels en Johadon Claassen. Foto: Ernest Kilowan



Pyk medalje-oes

Die Laerskool Paarl Gimnasium het met 'n rekordgetal – agt individuele medaljes – teruggekeer van Oudtshoorn ná verlede naweek se Highgate- Interprovinsiale tweekampbyeenkoms. Die skool se individuele medaljewenners is, agter van links: Mieke Burger (goud; o.11), D'niel Conradie (goud; o.13), Georgia Sabbagha (goud; o.13) en Matthys Potgieter (silwer; o.11). Voor van links is Lisa Pretorius (brons; o.8), Levi van Staden (brons; o.9), Emma-Joy Potgieter (goud; o.8) en Jean-Luc van der Merwe (brons; o.8).



Hulle bring goud, silwer

Reynhardt Grobler (o.11) en AJ Burger (o.9), albei leerders aan Hugenote Laerskool, het onderskeidelik 'n goue en silwer medalje by die onlangse Interprovinsiale Tweekampbyeenkoms in Oudtshoorn verower. Reynhardt is ook as die junior victor ludorum van die byeenkoms aangewys.



Rainer en Anabelle die hoofleiers

Die Laerskool Courtral het onlangs sy hoofleiers vir 2024 bekend gemaak. Rainer Mellet is aangewys as hoofseun en Anabelle Crafford as hoofmeisie. Die skool wens hulle alle sterkte toe met hul taak vir die jaar wat voorlê.



In span opgeneem

Lyle Swarts en Amy-Lee Cloete van Magnolia Primêr is albei lid van die Boland-sentraal-atletiekspan wat op 24 Februarie aan die Boland Primêr-skoleatletiek-kampioenskap gaan deelneem.



Atlete van die dag

Lizahne Samuels en Haygen Opperman van Bergrivier Sekondêr is verlede week by die Wellingtonskole se atletiekbyeenkoms as die vroulike en manlike atlete van die dag aangewys. Die skool is baie trots op albei atlete.

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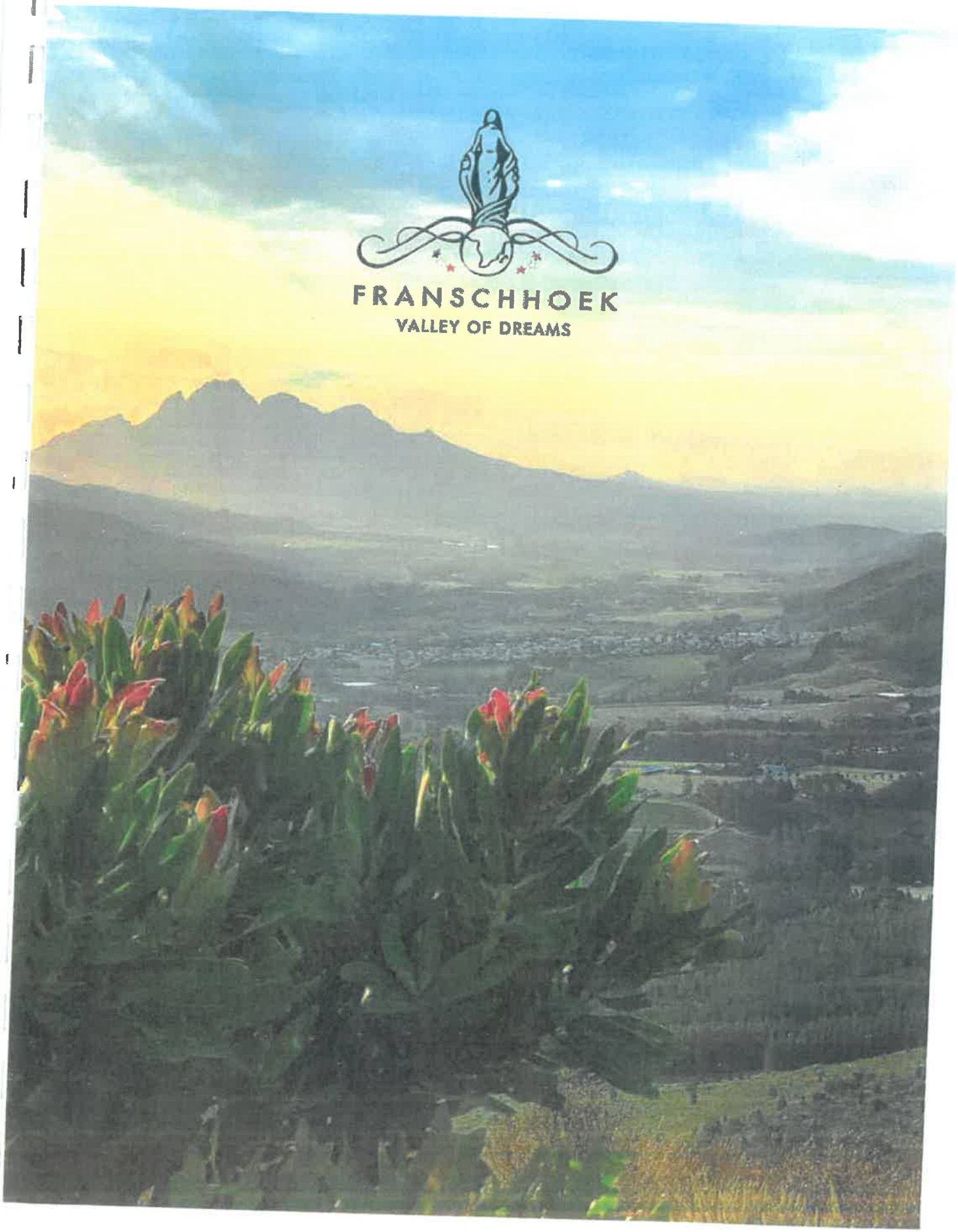
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Munisipale Bestuurder
Kennisgewing No: 16/2024

APPENDIX 2


FRANSCHHOEK
VALLEY OF DREAMS

2024/2025 Stellenbosch Municipal Grant Application

1. Introduction

1.1 About FWV
1.2 Current State of Tourism
1.3 Corporate Governance and KPI's of Directors
1.4 Brand Position
1.5 Vision 2024/2025
1.6 Mandate
1.7 Strategic goals
1.8 Alignment with Strategic Objectives of Local, Regional, Provincial National Governments

2. Strategic Programmes/Activities World Class Visitor Centre

2.1 Ensuring visitor comfort
2.2 Improving and diversifying attractions and experiences
2.3 Stimulating Demand
2.4 Generating Community Involvement, Benefits and Support
2.5 Organising for Growth

3. Marketing & Branding – Strategic Programmes :

3.1 Primary Objectives
3.2 Other Objectives
3.3 Marketing Investments

- Printed Media
- Local Trade Shows and exhibitions
- International Trade Shows
- Media Hosting
- FWV Members Forums
- Printing of Tourism Maps
- Wine Ambassadors
- Social Media & Public Relations Media
- SMMEs' Workshops

3.4 Festivals & Events

- Chamber Music Festival
- Literary Festival
- Bastille Festival
- Consumer Vignerons Event in Johannesburg
- Trade and Media Tastings
- Franschhoek Murder Mystery Weekend
- Franschhoek Cap Classique Experience
- Champagne and Cap Classique Festival
- Franschhoek Creates
- Classic Car Festival
- Cap Classique and Champagne Festival

3.5 Community Developments

- Western Cape Agri Awards
- School Reading Project
- Skills Developments for tasting room staff
- Training and Development, ie computer, first aid etc
- Business Hub in Groendal
- Assistance to Sinothando Choir Arts and Culture with township tours

4. Sustainable Development:

5. Budget and Resources 2023/24

6. Annexures A & B



1. INTRODUCTION

1.1 ABOUT FRANSCHHOEK

Franschhoek, located in the Western Cape province of South Africa, is a charming town known for its rich history, picturesque landscapes, and vibrant tourism offerings. The town's name, which means "French Corner" in Dutch, reflects its fascinating heritage and the influence of the Huguenot settlers who arrived here in the late 17th century.

The history of Franschhoek dates back to 1688 when a group of French Huguenots sought refuge in the Cape after fleeing religious persecution in France. These settlers, renowned for their winemaking skills, were granted land by the Dutch East India Company in a valley surrounded by majestic mountains. They brought with them their expertise in viticulture, which laid the foundation for Franschhoek's renowned wine industry that thrives to this day.

Today, Franschhoek is not only known for its world-class wines but also for its exceptional culinary scene. The town has become a gastronomic hotspot, boasting numerous award-winning restaurants, bistros, and cafés. Visitors can indulge in a wide array of gourmet delights, from fine dining experiences to farm-to-table cuisine, accompanied by exquisite local wines.

Aside from its culinary offerings, Franschhoek is also a haven for outdoor enthusiasts and nature lovers. The surrounding mountains offer breathtaking hiking and biking trails, providing opportunities to explore the remarkable natural beauty of the region. The town itself is characterized by quaint streets lined with art galleries, boutique shops, and cosy cafés, creating a charming atmosphere that attracts visitors from around the world.

To fully immerse oneself in Franschhoek's history and culture, a visit to the Huguenot Memorial Museum is a must. This museum pays tribute to the Huguenot settlers and provides valuable insights into their journey and the impact they had on the development of the town. Additionally, the Huguenot Monument, a striking structure located in the town centre, stands as a symbol of their enduring legacy.

Franschhoek has truly become a premier tourism destination, offering a unique blend of history, culinary delights, natural beauty, and warm hospitality. Whether you're a wine enthusiast, a food lover, or simply seeking a tranquil escape, Franschhoek is sure to captivate your senses and leave a lasting impression.

Franschhoek offers a plethora of attractions and activities that cater to a wide range of interests. Here are some of the main highlights:

Wine Tasting and Vineyard Tours: Franschhoek is renowned for its world-class wine production. Visitors can explore the numerous vineyards and wine estates, indulge in wine tastings, and learn about the winemaking process. Some popular wine estates include La Motte, Haute Cabrière, and Boschendal.

Culinary Experiences: Franschhoek is a food lover's paradise. The town is home to several award-winning restaurants, offering a diverse range of cuisines and culinary experiences. Visitors can enjoy fine dining, farm-to-table meals, and even participate in cooking classes or food and wine pairings.

Hiking and Nature Trails: The picturesque mountains surrounding Franschhoek provide excellent opportunities for outdoor activities. There are various hiking and nature trails that showcase the natural beauty of the region. The Mont Rochelle Nature Reserve and the Franschhoek Pass are popular spots for hiking enthusiasts.

Art and Culture: Franschhoek has a vibrant art scene with numerous galleries and studios showcasing local and international artists. Visitors can explore the art galleries, attend art exhibitions, and even meet artists in their studios. The Franschhoek Art Route is a great way to discover the town's artistic side.

Chocolate and Cheese Tastings: In addition to its wine offerings, Franschhoek is also known for its delectable chocolates and artisanal cheeses and breads. Visitors can indulge in chocolate tastings, visit chocolate factories, and sample a variety of cheeses at local cheese shops and artisanal breads.

Franschhoek Wine Tram: A unique way to explore the vineyards and wine estates is by hopping on the Franschhoek Wine Tram. This hop-on-hop-off tram allows visitors to discover the beauty of the Franschhoek Valley while enjoying wine tastings at multiple estates.

Shopping and Antiques: Franschhoek is dotted with charming boutique shops, art galleries, and antique stores. Visitors can browse for unique treasures, local crafts, and souvenirs to take home as a memento of their visit.

Spa and Wellness: For those seeking relaxation and rejuvenation, Franschhoek offers a range of spa and wellness facilities. Visitors can indulge in luxurious spa treatments, yoga classes, and wellness retreats amidst the serene surroundings.

These are just a few of the many attractions and activities that Franschhoek has to offer. Whether you're a wine enthusiast, a nature lover, or an art aficionado, Franschhoek is sure to captivate you with its diverse offerings and charming ambiance.



Hands down one of the most celebrated wine and food destinations in South Africa, the beautiful Franschhoek Valley, which was established by French Huguenot refugees in 1688, is a captivating blend of European charm and spectacular verdant scenery.

The town itself is well worth a visit, with the main street being lined with high-end boutiques, fine dining restaurants and art galleries. Though, visitors will likely want to spend most of their time out and about on the Cape Dutch-style farms, which are renowned for making excellent versions of almost varietal. If sparkling wine appeals, there's also a dedicated Cap Classique route here. Tip: To see multiple wine farms in one day without having to worry about drinking and driving, consider booking a place on the affordable Franschhoek Wine Tram hop-on hop-off tour. www.winetram.co.za

www.youtube.com/watch?v=r9wjocDRQwU

time.com/collection/worlds-greatest-places-2022/6194619/franschhoek-south-africa/



The Franschhoek Valley is committed to the philosophy of sustainable tourism. Three characteristics embody what the valley is all about.

ASPIRATIONAL

An unrivalled village, offering the very best in food, wine and art. Internationally acclaimed restaurants and chefs will delight you with their culinary creations, served together with globally award-winning wines grown on the scenic slopes of this beautiful valley.

Explore the exclusive shops, boutiques and galleries dotted along the picturesque main road as well as artisanal delights and craft breweries within the valley.

Franschhoek offers unparalleled class and comfort. It's an elegant escape from the city, a place where international excellence and sophistication meets small-town charm.

ACCESSIBLE

Tucked away, yet easy to get to, Franschhoek is a small town that sits large on the map.

A range of accommodation is available, both in the village and the surrounding valley. Enjoy extravagant opulence in some of the best hotels around, or opt for more down-to-earth and quaint accommodation to suit all pockets.

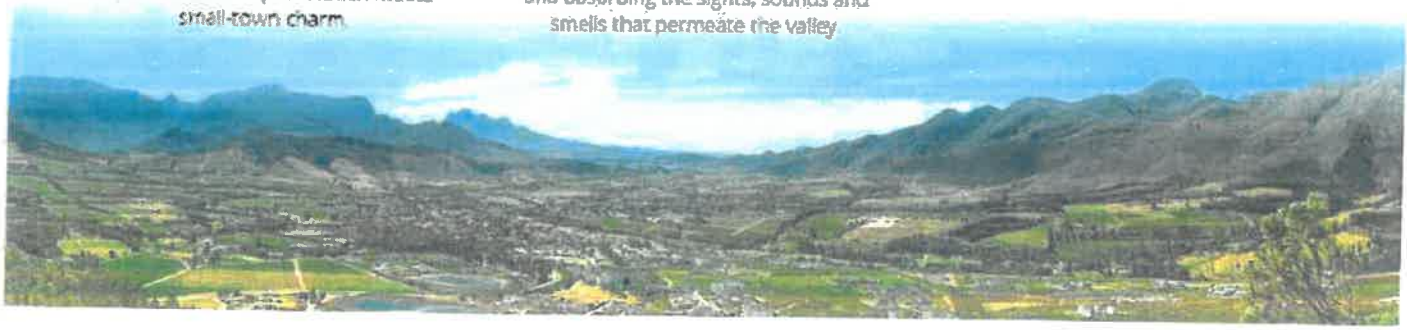
Franschhoek is a place to refresh your soul and revive your spirits, far removed from the hustle and bustle of city life. Embrace nature, whether hitting exquisite mountain trails by bike or on foot or taking a more serene approach and absorbing the sights, sounds and smells that permeate the valley.

UNIQUE

Rich in history, Franschhoek juxtaposes the old and the new – magnificent Cape Dutch architecture alongside cutting-edge wineries – all nestled into a valley of striking natural beauty.

Wonder at the majestic views that the French Huguenots saw and where they made their homes among the rugged mountains at the tip of Africa.

A place that is truly like no other.



46 WINE ESTATES

Franschhoek is a tiny corner of the Cape but in its diversity, it encompasses all of France. Franschhoek's calling card is the best Semillons yield extraordinary wine, think Boekenhoutskloof, Wildeberg. A unique selling point is that within a space of less than 25km² Franschhoek Wine Valley delivers examples of all the wines for which France produces in accepted classical benchmarks.

Cap Classique provides several serious candidates like Colmant, Morena and L'Ormarins Private Cuvee 2014 makes striking comparisons.

La Motte and Leopard's Leap are two of our iconic wineries always standing tall with many accolades. Equally strong Chardonnay candidates are Chamonix, Backsberg, GlenWood, Pasarene and Mont Rochelle's Miko Chardonnay.

Mullineux & Leeu's Franschhoek cellar now offers old vine Cinsault, best Pinot Noir belongs to Chamonix. Red Bordeaux, some very fine Cabernet Sauvignons and increasingly some of the Cape's best Cabernet Francs, The Journeyman from Boekenhoutskloof and Holden Manz.



96 RESTAURANTS

Internationally acclaimed restaurants and chefs will delight you with their culinary creations. Including the award-winning La Petite Colombe.





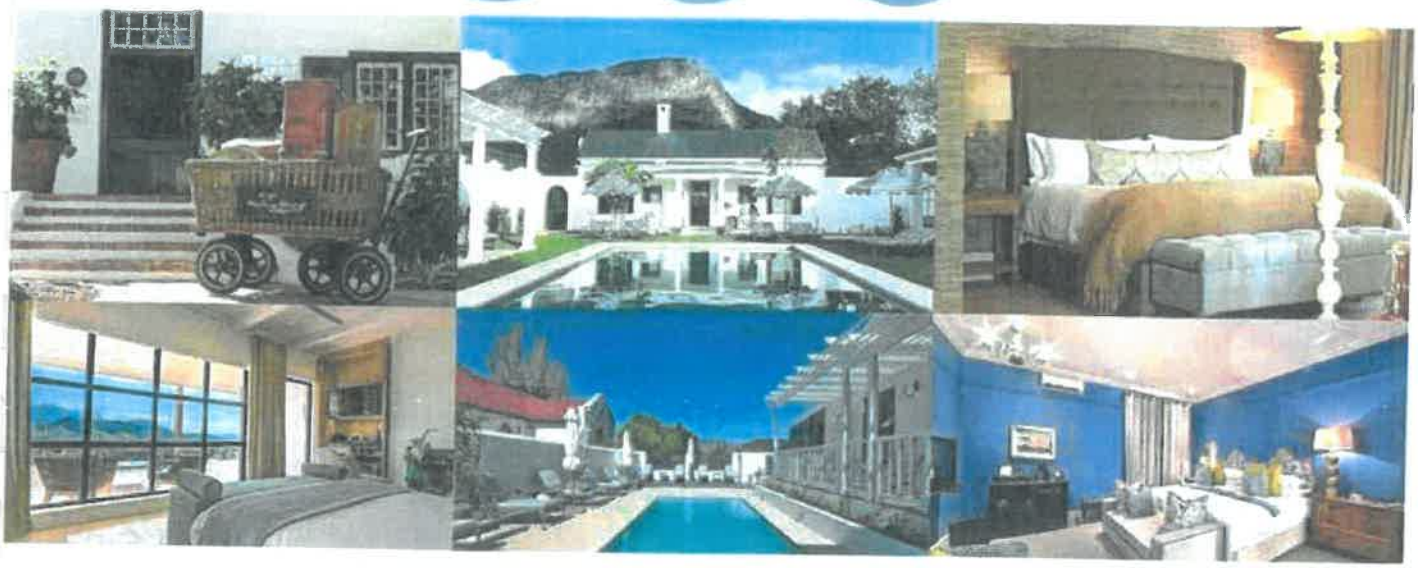
ACCOMMODATION

A range of accommodation is available, both in the village and the surrounding valley. Enjoy extravagant opulence in some of the best hotels around, or opt for more down-to-earth and quaint accommodation to suit all pockets.

391 Hotels, B&Bs, Guesthouses & AirBnBs

3000 Total Beds

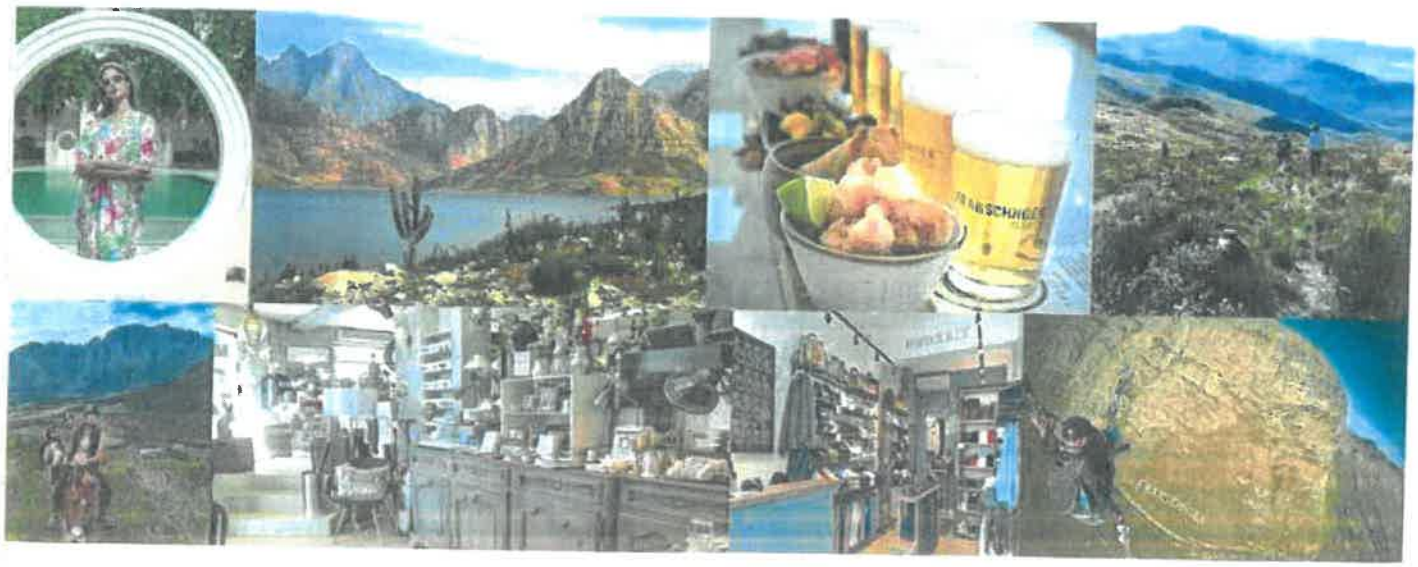
14 Conference Facilities



OUTDOOR EXPERIENCES, SHOPPING & ART

Explore the exclusive shops, boutiques and galleries dotted along the picturesque main road as well as artisanal delights and craft breweries within the valley.

Winelands Paragliding | Mont Rochelle Nature Reserve Hiking Trails | Horse Riding Paradise Stables
The Berg River Dam Hiking Trails



1.2 Current State of Tourism

CAPE WINELANDS IN GENERAL:

- Repeat Visits: The Cape Winelands, including Franschhoek, is a popular region for repeat visits. Approximately 75% of visitors return, indicating the allure of the area.
- Prime Wine Destination: The Cape Winelands, with its Cape Dutch architecture, food scene, and wine, is a must-visit. It ranks second only to the V&A Waterfront in terms of overseas visitors.

CHALLENGES AND OPPORTUNITIES:

- Post-Pandemic Recovery: The tourism sector faced significant challenges due to the COVID-19 pandemic. However, efforts have been made to reopen wineries and tourism services.
- Safety and Health: Visitor safety, security, and health remain paramount.
- Innovation and Sustainability: The industry continues to innovate, diversify attractions, and promote sustainability.

CAPE TOWN INTERNATIONAL AIRPORT (CTIA):

- Domestic Passengers: 515,017 domestic two-way passengers passed through CTIA in January 2023, showing a 74% recovery compared to January 2019.
- International Passengers: International two-way passengers reached 280,430, nearly fully recovering against January 2019 (reaching 97%).
- George Airport: George Airport recorded 63,367 two-way passengers in January 2023, recovering by 84% compared to January 2019.

TOURIST ARRIVALS VIA AIR:

- Total Tourist Arrivals: In January 2023, Cape Town recorded a total of 98,260 tourist arrivals via air
- Origin of Tourists:
  - Overseas Markets: 93% of these arrivals originated from overseas markets.
  - African Continent: 7% of arrivals were from the African continent.
- Top Source Markets:
  - The United Kingdom led as the top source market, followed by Germany, USA, Netherlands, and France.
  - Remarkably, 8 out of the top 10 source markets fully recovered in January 2023 compared to January 2019.

ATTRACTIONS PERFORMANCE:

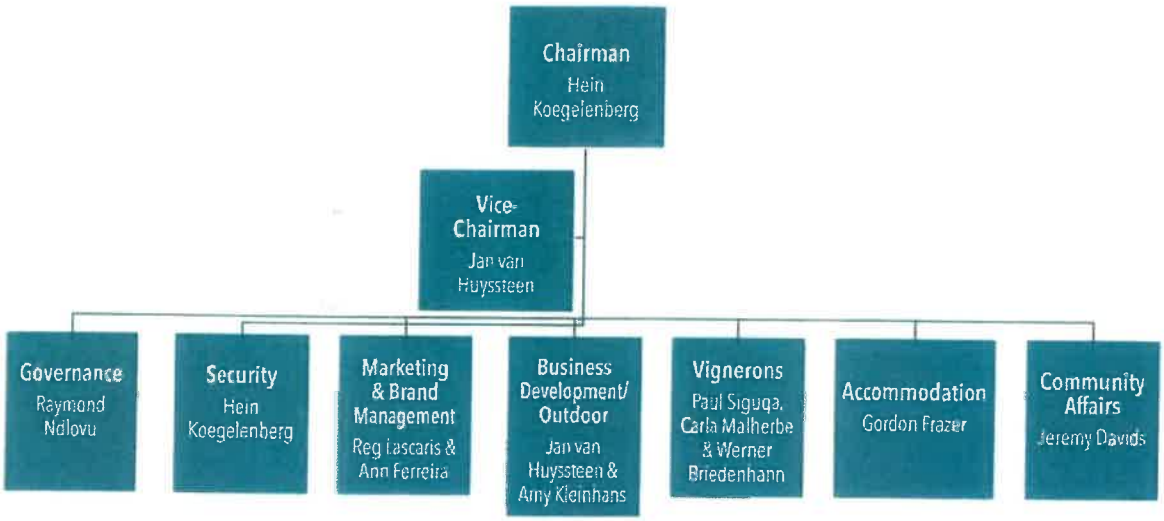
- Footfall: Across 20 participating attractions in the Western Cape, 672,504 visitors were recorded in January 2023.
- Year-on-Year Growth: This represents a 76% year-on-year growth compared to January 2022 and 83% of what it was in January 2019.
- Top Growth Attractions: Notable growth rates were observed at Table Mountain National Park: Cape of Good Hope, Table Mountain National Park: Boulders, Robben Island, Table Mountain Aerial Cableway, and Table Mountain National Park.
- The Western Cape's tourism sector continues to recover, attracting both domestic and international visitors.
- With positive trends, the province looks forward to further growth in 2024

In summary, the Franschhoek Wine Valley remains an aspirational and unique destination, attracting both repeat and new visitors. Efforts to enhance safety, offer diverse experiences, and sustain the wine tourism value-chain contribute to its appeal.

FWV offers sustainable, authentic, and varied travel experiences and destination marketing to manage these optimally and in accordance with market demands.

1.3 Corporate Governance and KPI's of Directors

FRANSCHHOEK WINE VALLEY BOARD ORGANOGRAM





1.4 Brand Positioning

FRANSCHHOEK

BRAND FRANSCHHOEK
MANIFESTO & POSITIONING

3 core aspects embody what the Franschhoek Valley is all about ...
while still following the philosophy of sustainable tourism

ASPIRATIONAL

The sheer beauty of this valley invites all who visit to imagine and aspire to a finer life

- The finest restaurants and chefs
- Award winning wineries
- Exclusive shops and boutiques
- Artisanal delights and craft breweries
- International galleries
- Outdoor activities

And where like minded people come to enjoy it's charms

ACCESSIBLE

60 minutes from the Mother City, another world awaits

- Accommodation options to suit all tastes and budgets
- Fine-dining to crowd pleasing restuarants
- A place for action and adventure seekers or simply a place to relax
- Friendly and community driven local residents

UNIQUE

Unlike any other place in South Africa

- Spectacular views and Nature at it's best
- Architectual charm and a rich history
- Authentic and one of a kind

FRANSCHHOEK
Valley of Dreams

1.5 Vision 2024/2025

Economic Growth:

- Thriving Economy: FWV envisions robust economic growth, driven by increased tourism revenue, investment, and sustainable business development.
- Innovation and Investment: The valley will attract private investment, foster entrepreneurship, and promote innovation across sectors.
- Job Creation: FWV aims to create quality and sustainable jobs collaborating with the Franschhoek Hospitality Academy. Keeping skilled hospitality workers in the valley

Employment:

- Diverse Job Opportunities: FWV will offer employment across various domains—hospitality, viticulture, marketing, and more.
- Skills Development: Training programs will empower locals with relevant skills for the wine and tourism industry, i.e. Franschhoek Hospitality Academy
- Inclusivity: Employment opportunities will be accessible to all, including marginalized communities.

Environmental Sustainability:

- Green Practices: FWV commits to eco-friendly viticulture, waste reduction, and energy efficiency.
- Biodiversity Conservation: Protecting natural habitats, promoting organic farming, and preserving indigenous flora and fauna.
- Water Management: Sustainable water use and conservation are integral to FWV's vision.
- Community Empowerment and Well-being:
- Inclusive Growth: FWV's success will benefit the entire community—farmworkers, artisans, and residents.
- Health and Education: Access to healthcare, education, and social services will improve.
- Cultural Preservation: Celebrating local heritage and traditions.

FWVs vision embraces prosperity, sustainability, and community well-being, making it a model for responsible wine tourism.

With positive trends, the province looks forward to further growth in 2024/25.

The Franschhoek tourism economy will grow, consistently recording above average growth in tourism revenues and employment and being underpinned by environmental sustainability and community support for tourism.

1.6 Mandate

The Franschhoek Wine Valley (FWV) aligns its mandate with the South African Tourism Act of 2014, which aims to promote sustainable growth and development in the tourism sector. Let's explore how FWV fulfills this mandate:

Promoting Quality Tourism Products and Services:

- FWV focuses on offering high-quality experiences to visitors.
- This includes exceptional wine, cuisine, and natural beauty.

Effective Marketing of Brand Franschhoek:

- FWV actively markets Franschhoek as a premier domestic and international tourist destination.
- Social Media Messaging: FWV uses targeted social media messaging to stay top-of-mind in key source markets.
- Media Monitoring: Regular monitoring helps FWV adapt to changing traveller demands.

Diversifying Tourism Products:

- FWV identifies and develops new tourism offerings.
- Diversification ensures that Franschhoek appeals to a wide range of travellers.

Safety as a Priority:

- FWV prioritizes safety to ensure that Franschhoek remains a secure and welcoming destination.

Unique, Accessible & Luxury

- FWV aims to be a place like no other—a destination that inspires dreams, accessible to all, and offering a unique blend of culture, wine, and natural beauty.

Ongoing Initiatives:

- FWV continues to:
  - Develop and implement marketing plans to profile the valley.
  - Arrange and advertise events that support the FWV brand image.
  - Represent the business interests of its members to the Stellenbosch Municipality.
  - Coordinate advisory services and discussion forums to support member business
  - FWV has received accolades such as TripAdvisor's Travellers' Choice Awards and the Tripadvisor Traveller's Choice Destination Winner.
- It remains committed to excellence and service.

Tourism Levy:

- Certain establishments in Franschhoek may levy voluntary contributions from visitors to support local charities and the running of FWV

Contact Information:

- For more information, you can reach out to FWV at:
  - Physical Address: 66B Huguenot Road, R45, Franschhoek, 7690
  - Office Hours: Monday to Friday (08h00 – 17h00), Saturday (09h00 – 16h00), Sunday (09h00 – 14h00)
  - Email: info@franschhoek.org.za

The Franschhoek Wine Valley invites you to explore its valley of dreams—a place where wine, art, and culture intertwine to create unforgettable experiences. Tourism is Franschhoek's top economic driver and is a job intensive industry.

Over the past decade, the sector has contributed annually to the local economy and has directly sustained between 85% of all jobs in the valley.

Tourism is arguably the economic sector with the best growth and employment potential in Franschhoek.

1.7 Strategic Goals for the Franschhoek Wine Valley (FWV):

Leverage Events and Festivals for Economic Development:

- FWV will strategically utilize local events and festivals to boost economic growth.
- By attracting visitors, promoting local businesses, and creating employment opportunities, these events will contribute to the valley's prosperity.

Continuous Enhancement of Franschhoek Brand Awareness:

- FWV recognizes the importance of a strong brand identity.
- Through consistent marketing efforts, social media campaigns, and collaborations, FWV will ensure that the Franschhoek brand remains top-of-mind for travellers and wine enthusiasts.

International and Domestic Profiling of Greater Stellenbosch:

- FWV aims to position Greater Stellenbosch as a premier tourism destination on both national and global stages.
- Participation in international exhibitions, trade shows, and promotional events will showcase the region's unique offerings, including its wineries, culinary experiences, and natural beauty.

Development and Updating of Brochures and Maps:

- FWV will create informative brochures and detailed maps to guide visitors through the valley.
- These materials will highlight key attractions, wine routes, dining options, and cultural experiences.
- Regular updates will ensure that tourists have accurate and up-to-date information.

1.8 Alignment with strategic objectives of Local, Regional, Provincial and National Governments

Compliance Policy for Bodies Performing a Municipal Function:

- FWV will adhere to the Compliance Policy set forth by the Stellenbosch Municipality.
- This policy ensures that external organizations or bodies performing local government functions comply with applicable laws and regulations.
- The purpose is to achieve efficient, effective, and economic utilization of public funds while maintaining probity and regularity.

Compliance with Funding Terms and Conditions:

- FWV commits to complying with the terms and conditions outlined in the policy for funding external bodies.
- This includes:
- Acknowledging in writing to the Municipal Manager that allocated funds were received.
- Utilizing the funds in accordance with the completed Memorandum of Agreement (MOA), submitted applications, and the policy.
- Providing quarterly reports on actual expenditure, the ward where activities occur, and the number of people benefiting from the funded activities.

The alignment ensures transparency, accountability, and effective utilization of resources.

2. Strategic Programmes/Activities World Class Visitor Centre: R2.3 million

(see attached budget for Administration Expenses and Staff Costs)

Defending and Expanding Celebrity Image:

- Franschhoek's reputation as one of the top 50 places to visit globally is a prized asset.
- Collective Effort: All stakeholders must collaborate to maintain and enhance this "celebrity" status.
- Marketing Resources: Substantial investment in marketing is essential.

Environmental and Social Sustainability:

- Franschhoek's positioning emphasizes sustainability and quality.
- Core Values: Environmental stewardship and social responsibility are non-negotiable.

Tourism Magnets and Natural Beauty:

- The valley's magical mountains and natural beauty serve as visible symbols of its allure.
- Continuous improvement remains a priority.

Visitor Comfort and Safety:

- Ensuring visitor comfort includes safety, health, hygiene, and mobility.
- Successful implementation of Private Main Road Security 24/7 for a safer and friendlier visitor experience
- Information availability is crucial.

Excellence and Innovation:

- Franschhoek strives for excellence in quality and standards.
- Embracing trends in technology and the sharing economy keeps it at the forefront.

Product Development for Diverse Markets:

- FWV encourages product development across various market segments.
- Inclusivity extends to non-traditional tourism areas like Groendal and surrounding townships.

Local Advocacy:

- Locals play a vital role in advocating Franschhoek's market positioning.
- Belief in its status as one of the top 50 global destinations is essential.

Franschhoek:
Where wine, cuisine, and natural beauty converge to create an unforgettable experience.

Global Trend	FWV Actions/Deliverables
• Sustainability goes mainstream Exponential environmental awareness – global warming, environmental threats and destruction in travelers' faces. Glo in travelers' faces. Global Sustainable Development Goals increasingly steering tourism objectives	FWV has done well in adopting the Responsible Tourism Policy. Positioning FWV as a sustainable tourism city should be further strengthened and communicated as being at the core of the brand.
• Mobile technology rules travel The connected traveler – visitors use mobile phones at all stages of the travel journey. Could be our best or worst marketers and an attractive product or experience will promote or demote itself.	Visitor mobility is continuously enhanced and visitors are able to remain connected to the internet to explore more and share their FWV experiences. Online visitor comfort is non negotiable.
• Crisis is the new norm	Collaboration and coordination among tourism and security authorities is continuously strengthened.
A world of fear and distrust – visitor safety, security and health paramount and ability to manage crises will become increasingly important.	Visible 24/7/ Private Security implemented in the main road of Franschhoek in November 2022.

Global Trend	FWV Actions/Deliverables
• Travel as a mechanism for family bonding Family travel and intergenerational travel increasing. Travel regarded as an opportunity to bond in a fast-paced world. Special needs of older travelers.	Opportunities for family travel promoted and development of children's activities and experiences supported. Universal Access is also promoted and enhanced.
• The millennial travel bug. Growth throughout but especially fast growing in emerging Asian market – live it now, share it now, instant gratification.	The uniqueness and safe zones are enhanced. Special value offers are structured, especially during slower season.
• Growth of the shared economy Disruptions in accommodation, transport, dining, etc.; destinations that embrace these have competitive advantage, associated challenges.	Franschhoek embraces the shared economy to develop clear guidelines for ensuring consumer protection and competitive order in the industry, without discouraging growth.
• Personalisation and authenticity valued Travel has become a commodity – people have been everywhere, and "specialness" is a relative concept. Special attention, authentic experiences and tailored service offering are increasingly expected and valued and luxury travel gaining ground.	Franschhoek's multicultural society offers a major opportunity for personalised, interactive travel experiences. Cultural tourism and safe interactions with the culturally diverse citizens should be encouraged.
• Increasingly segmented markets As people become more travelled the search for experiences that suit their specific tastes increases – needs fine-tuning of experiences to segment needs.	FWV is well versed in understanding the needs of existing and emerging market segments, communicating these to the industry and informing Stellenbosch Municipality of development policies.
• Geographic market shifts Asia and China increasingly maturing and sophisticated in travel needs; Russia has grown well.	FWV further strengthens and enhances its marketing relationships and partnerships with Wesgro and SATSA to enter such growth markets.
• Time as a travel currency Leisure time is increasingly precious – transparency and ease of travel planning, booking transport, etc.	Tourist public transport, traffic systems, parking, pedestrian movement, and access should be continuously improved.

3. Marketing & Branding – Strategic Programmes R2.2 million

3.1 Primary Objectives

Top 10 Wine and Food Travel Destination:

- Continue promoting Franschhoek as one of the world's premier wine and food travel destinations.

Local Community Tourism:

- Develop and expand community-based tourism initiatives.

Digital Communication Enhancement:

- Improve digital communication across relevant social media platforms.

Focus on Tourism Categories:

- Adventure Tourism: Develop adventure tourism around the Berg River Dam.
- Art Sector Promotion: Consolidate strategies to promote the art sector, including events like ART Franschhoek, Franschhoek Open Gardens, and potential music events.
- Business Tourism (MICE Market): Host small business conferences with exclusive Franschhoek experiences.

Market Focus:

- Gauteng: Target Gauteng through events like the Johannesburg Roof Top event.
- International Markets: Focus on traditional and emerging international markets such as the UK, Germany, the US, Brazil, etc.

Weekend Breakaway Destination:

- Continue positioning Franschhoek as the ideal weekend breakaway destination for Cape Town and surrounding towns, especially during the off-season.

Strengthen Relationships:

- Build strong relationships with media outlets and FWV members to enhance visibility and collaboration.

Weekend Breakaway Destination:

- FWV will continue to entrench itself as the ideal weekend breakaway destination for Cape Town and the surrounding towns, especially during the off-season.
- By offering unique experiences, captivating landscapes, and a blend of wine and culture, FWV aims to attract weekend travellers seeking relaxation and exploration.

Building Relationships

- FWV will actively build relationships with various stakeholders:
- Media: Strengthen ties with media outlets to enhance visibility and coverage.
- FWV Members: Foster collaboration and engagement among FWV members.
- Other Relevant Stakeholders: Engage with local businesses, organizations, and community members.

Vignerons de Franschhoek: Core Beliefs

- Cultivating Diversity and Variety:
  - Geographical/Topographical Diversity:
    - Celebrate the unique geography and topography of the valley.
    - Emphasize differing vineyard sizes and cellars.
    - Highlight the valley's spatial diversity.
  - People-Centric Approach:
    - Share stories about the community at large.
    - Celebrate the winemakers, both young and old.
    - Promote a sense of inclusion and collaboration.
  - Cohesion in Winemaking:
    - Foster a sense of cohesion among wineries.
    - Encourage collaboration between growers and makers.

Increasing Revenue Income

- FWV aims to boost revenue through various channels:
  - New Memberships: Attract new members to join FWV.
  - 1% Tourism Marketing Levy: Collect the tourism levy to support marketing efforts.
  - Grant in Aid from Stellenbosch Municipality: Leverage financial support from the municipality.
  - New Festival Sponsorships: Seek additional sponsorships for festivals.
  - Festivals as Income Generators: Optimize festivals to generate revenue.

Data Collection Improvement

- FWV recognizes the importance of relevant data.
- The focus will be on improving data collection to inform decision-making, enhance marketing strategies, and measure impact.

Franschhoek's commitment to sustainability, community, and excellence continues to shape its vibrant wine valley.

3.2 Other objectives 2024/2025

- Protect and maintain the independence and high profile of the village and brand Franschhoek
- Continue to attract the relevant tourists including new adventure market: (age group 20 – 34)
- Stage improved and relevant festivals and events – pivot festival offering annually
- Provide PR and media communications, strategic and tactical, and focus on Franschhoek quality
- Offer local authentic and integrated lifestyle experiences to markets
- Combat seasonality
- Enhance relationships with tourism partners
- Promote responsible tourism in the community

3.3 Marketing Investment 2024 – 2025 R3.320 million

- Advertising in printed media eg, Franschhoek Life, Franschhoek Tatler, Inside Guide and Media24 – R160,400
- Local shows and exhibitions includes Meetings Africa, WTM Africa, Indaba – R310,000
- International trade shows includes ITB, WTM London, Namibia as a new market – R250,000
- Media hosting – local and international travel journalists, international – R60,000
- FWV Members forums – social get togethers enabling open discussions – R40,000
- Printing of maps for 4 tourism routes, Food & Wine Route, CC Route, Artisan Food Route, Adventure Tourism map, Art Franschhoek map – R100,000
- Wine ambassadors' tastings – tasting room staff to improve knowledge – R10,000
- Business entertainment, affiliates, stakeholders, SA Wine Routes Forum fees, WOSA costs – R40,000
- ROI Measurement of printed media coverage via Newsclip – R29,400
- Payment of images for Digital marketing – R23,000
- Visual and Video content to refresh and redesign of websites for festivals – R50,000
- Website development, – updates – R50,000
- Social media & PR and Media – content creation for festivals and festival website updates:
  - Competitions, Rocketseed, Instagrammers and Blogger campaigns, Facebook
  - Advertisements for festival, press releases and monthly blogs – R480,000
- Consumer research surveys, attendance at festivals, analytics, survey monkey etc. – R25,000
- Signage and branding for FWV wine tourism route – R60,000
- FWV Tourism Routes marketing campaigns – R33,320
- Promote relationships with, market products to international tourism partners – R25,000
- Adventure Tourism maps, permits, marketing –R8,530
- Showcase Franschhoek as a collective at Johannesburg media event – R30,350
- Franschhoek Small Business Networking Expo for community entrepreneurs – R50,000
- Dedicated and ongoing Google Ads marketing campaigns targeting international source markets – R120,000
- Franschhoek Eat, Sleep, Drink winter campaign: Restaurant activations and related activities
- During the low season – June to August – R120,000
- Hosting of more DMCs' and familiarization trips to Franschhoek – R50,000

3.4 Festivals/Events/Projects

Franschhoek Events 2024

Festival	Date	Place	Description
Franschhoek Chamber Music Festival	February	Franschhoek Village	Classic Chamber music with Cape Town Philharmonic Orchestra hosted in the Dutch Reform Church – R10,000
Franschhoek Literary Festival	19-21 May	Franschhoek Village	Franschhoek will again be transformed into a literary hub. Running for three days, a content-rich programme packed with informal discussions, lively debates and inspired talks will bring together a cross section of South African and international authors. 80+ sessions with 100+ authors. – R50,000
Franschhoek Wine Festival hosted in Johannesburg	September	Johannesburg	Consumer event promoting Franschhoek Wines in Johannesburg – R300,000
Positioning Franschhoek as a preferred wine destination		Johannesburg	R50 000
Franschhoek Bastille Festival – Marketing Franschhoek and bringing visitors to the Valley	13-14 July	Franschhoek Village	Celebrate our French heritage, winter food and wine festival in the centre of the Franschhoek village – R300,000
Trade & Media Tasting	August	Franschhoek	Visit individual Vignerons de Franschhoek wineries and meet the winemakers. Enjoy exciting food and entertainment while you taste the new vintages – R65,000
Franschhoek Murder Mystery Weekend	30 Aug – 1 Sep	Franschhoek	Treat yourself to a weekend of surprise, relaxation and pure indulgence, with the added attraction of a murder mystery dinner. Your entire weekend is taken care of without you having to book for anything – R10,000
Franschhoek Cap Classique Experience	30 Aug -7 Sep	Franschhoek	Curated Cap Classique experiences celebrating Franschhoek Cap Classique Route – R50,000
Franschhoek Creates	Early Oct TBC	Franschhoek	Franschhoek Creates is a week of curated gallery exhibitions, interactive showcases and a variety of visual storytelling. Details will be available shortly. – R5,000
Classic Car Festival	October	Franschhoek	An event especially created for Classic and Vintage Car enthusiasts – R5,000
Franschhoek Cap Classique & Champagne Festival	30 Nov – 1Dec	Franschhoek Village	Mingle with friends as you sample the wide range of local Cap Classiques as well as select French Champagnes on offer. – R300,000
Extensive marketing of the top Festival drawing 15000 to Franschhoek over the weekend			R50,000

3.5 Community and Social Development – R280,000

Western Cape Prestige Agri-Worker Competition:

- The Western Cape Minister of Agriculture, Dr. Ivan Meyer, launched the 2023 Western Cape Prestige Agri-Worker Competition in Hermanus, Overberg District.
- Participants compete across 11 categories, including general worker, driver, irrigation specialist, animal production, and more.
- Regional winners proceed to the provincial competition, celebrating the vital role of agri-workers in the Western Cape.
- Franschhoek Literary Festival Schools Reading with Comprehension Competition: R20,000
- Franschhoek Reading, an initiative of the Franschhoek Literary Festival, fosters a love for reading, stories, and books.
- It encourages literacy among learners in local schools, including Wemmershoek Primary, Groendal

Wine Training with WSET Level 1 & 2: R100,000

- FWV invests in its restaurant and tasting room employees by providing WSET (Wine & Spirit Education Trust) training..
- Employees gain knowledge about grape varieties, wine regions, and wine styles, enhancing their ability to serve and educate visitors.

Training on Customer Care, Catering, Computer Usage, and First Aid: R30,000

- FWV prioritizes visitor comfort and safety by providing training in customer care, catering, and first aid.
- Employees learn essential skills to enhance the overall guest experience.

Emerging Business Mentorship: R30,000

- FWV supports local entrepreneurs through mentorship programs.
- Established business leaders partner with emerging businesses, transferring skills and knowledge to foster growth and sustainability.

Business Hub in Groendal: R50,000

- The establishment of a Business Hub in Groendal aims to empower local entrepreneurs.
- It provides resources, networking opportunities, and support for business development.

Assistance to Sinothando Arts and Culture Choir: R50,000

- FWV collaborates with the Sinothando Arts and Culture Choir to create a community hall in Langrug.
- This initiative promotes cultural expression and community development.

FWV: Where innovation, culture, and community intertwine to create a vibrant and inclusive valley.

4. Sustainable Development – R200 000.00

- Franschhoek Trails – collaborating with cycling and trail partners in good trail building/maintenance of trail and biking paths at the Berg River Dam. Franschhoek Trails were badly damaged by the flooding in September 2023 and funds are urgently needed for repairs. Creating employment for local communities. – R100,000

Stakeholder Engagement and Strategy – R100,000
Engagement with stakeholders prioritising environmental and social issues. The core elements to be achieved are economic growth, social inclusion and environmental protection

5. Budget and Resources

Sources of Income and Grants:

- Municipal Grant R2,018,000
- Marketing Sponsorship – MasterCard = R1,159,338
- Members Fees & Marketing Levy = R1,766,542 excluding VAT

6. Annexure A &

Municipal Grant budget breakdown according to spend

- Staff comprises – 41%
- Marketing comprises – 21%
- Social Development comprises – 3%
- Administration comprises – 35%

2024 – Staff comprises 9

- CEO
- 1 Accounts administrator – Full time
- 2 Information Centre – Full time
- 1 Marketing Assistant – Full time
- Event Management – Contactor
- Public Relations & Media – Contractor
- Marketing Levy Consultant – Contractor
- Social Media – Contractor

2023 – Summary of Achievements

- 8 Festivals and Events
- 3 Local Trade Shows
- 1 International Trade Show – ATM
- 6 tourism routes: maintained and improved.
  - Franschhoek Food and Wine Route
  - Franschhoek Cap Classique Route
  - Franschhoek Artisan Route
  - Franschhoek Art Route
  - Franschhoek Retail
  - Outdoor Adventures
- 3 Mystery weekends
- Social media platforms developed, Facebook, Twitter, Instagram, YouTube, Blog, and TikTok
- Research capability developed – Accommodation sector
- Launched Cap Classique Week
- Numerous media engagement initiatives: Cape Winelands Media Day, 24 Hours in Franschhoek, Australian Wine Tourism, Local and International Tour operators. International Wine Masters, International Sommelier Symposium, Sauvignon Blanc Mondial Conference

FWV Accolades and Awards 2023/24

- Eat Out Woolworths Restaurant Awards:
  - @chefswarehousemaison – 1 star
  - @le_coin_francais_restaurant – 1 star
  - Orangerie at @leludecapclassique – 1 star
  - @protegerestaurant – 1 star
  - @epice_franschhoek – 2 stars
  - @arkeste_richardcarstens – 3 stars
  - @lapetitecolombe – 3 stars

- Platter's Wine Guide Awards: 5 STARS
  - GlenWood Vineyards
  - Leeu Passant Winery
  - Mullineux & Leeu
  - Old Road Wine Co
  - Anthonij Rupert Wines
  - Black Elephant Vintners
  - Boekenhoutskloof Winery
  - Rickety Bridge Winery
  - Colmant Cap Classique & Champagne
  - Allée Bleue

We are so excited to inform you that Wildeberg Winery, Franschhoek, is Winemag's 2023 Winery of the Year, securing consecutive victories following their 2022 win!

- Michaelangelo International Wine & Spirits Awards:
  - Mont Rochelle
  - Chamonix

Café du Vin Awards:
- BEST WINE TOURIST EXPERIENCE 2023 by the African Excellence
- Wine Spectator Best Awards of Excellence

Accommodation:
- Babylonstoren – Best of wine tourism 2023
- La Petite Ferme – prestigious 2023 Haute Grandeur Global Hotel Awards
- Monument house – Luxe Travel Awards 2023
- Le Quartier Français – 3rd Best Choice for Hotels in Africa



Franschhoek Wine Valley Tourism Association

(Registration Number 2003/026592/08)
Annual Financial Statements
for the year ended 30 June 2023

Audited Financial Statements
In compliance with the Companies Act of South Africa
Prepared by: Ernst Gouws
Professional designation: CA (SA)

Franschhoek Wine Valley Tourism Association

(Registration Number 2003/026592/08)
Annual Financial Statements for the year ended 30 June 2023

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The supplementary information presented does not form part of the Financial Statements and is unaudited:	
Detailed Income Statement	19

Franschhoek Wine Valley Tourism Association

(Registration Number 2003/026592/08)
Annual Financial Statements for the year ended 30 June 2023

General Information

Country of Incorporation and Domicile	South Africa
Registration Number	2003/026592/08
Registration Date	23 October 2003
Nature of Business and Principal Activities	The company is involved in the promotion of tourism in the Franschhoek area in South Africa.
Directors	HF Koegelenberg JH Van Huyssteen RSM Ndlovu CJ Malherbe GR Frazer AH Kleinhans-Curd R Bakkes A Ferreira F Schaefer RGR Lascaris P Siguqa (Appointed 30 November 2022) JC Mullineux (Resigned 30 November 2022)
Registered Office	66B Huguenot Road Franschhoek 7690
Business Address	66B Huguenot Road Franschhoek 7690
Postal Address	PO Box 178 Franschhoek 7690
Bankers	Nedbank Limited
SARS Reference Numbers Tax number	9121691159
Level of Assurance	These financial statements have been audited in compliance with the applicable requirements of the Companies Act of South Africa.

Franschhoek Wine Valley Tourism Association

(Registration Number 2003/026592/08)
Annual Financial Statements for the year ended 30 June 2023

General Information

Auditor

EFGAudit Inc
1 Minaret
Cloetesville
Stellenbosch
7600

Franschhoek Wine Valley Tourism Association

(Registration Number 2003/026592/08)
Annual Financial Statements for the year ended 30 June 2023

Directors' Responsibilities and Approval

The directors are required by the Companies Act of South Africa to maintain adequate accounting records and are responsible for the content and integrity of the annual financial statements and related financial information included in this report. It is their responsibility to ensure that the annual financial statements satisfy the financial reporting standards with regards to form and content and present fairly the statement of financial position, results of operations and business of the company, and explain the transactions and financial position of the business of the company at the end of the financial year. The annual financial statements are based upon appropriate accounting policies consistently applied throughout the company and supported by reasonable and prudent judgements and estimates.

The directors acknowledge that they are ultimately responsible for the system of internal financial control established by the company and place considerable importance on maintaining a strong control environment. To enable the directors to meet these responsibilities, the directors set standards for internal control aimed at reducing the risk of error or loss in a cost effective manner. The standards include the proper delegation of responsibilities within a clearly defined framework, effective accounting procedures and adequate segregation of duties to ensure an acceptable level of risk. These controls are monitored throughout the company and all employees are required to maintain the highest ethical standards in ensuring the company's business is conducted in a manner that in all reasonable circumstances is above reproach.

The focus of risk management in the company is on identifying, assessing, managing and monitoring all known forms of risk across the company. While operating risk cannot be fully eliminated, the company endeavours to minimise it by ensuring that appropriate infrastructure, controls, systems and ethical behaviour are applied and managed within predetermined procedures and constraints.

The directors are of the opinion, based on the information and explanations given by management, that the system of internal control provides reasonable assurance that the financial records may be relied on for the preparation of the annual financial statements. However, any system of internal financial control can provide only reasonable, and not absolute, assurance against material misstatement or loss. The going-concern basis has been adopted in preparing the financial statements. Based on forecasts and available cash resources the directors have no reason to believe that the company will not be a going concern in the foreseeable future. The annual financial statements support the viability of the company.

The annual financial statements set out on pages 8 to 18, and the supplementary information set out on page 19 which have been prepared on the going concern basis, were approved by the directors and were signed on 26/10/23 on their behalf by:

HF Koegelenberg

JH Van Huyssteen

Franschhoek Wine Valley Tourism Association

(Registration Number 2003/026592/08)
Annual Financial Statements for the year ended 30 June 2023

Directors' Report

The directors present their report for the year ended 30 June 2023.

1. Review of activities

Main business and operations
The company is involved in the promotion of tourism in the Franschhoek area in South Africa. There were no major changes herein during the year.

The operating results and statement of financial position of the company are fully set out in the attached financial statements and do not in our opinion require any further comment.

2. Going concern

The annual financial statements have been prepared on the basis of accounting policies applicable to a going concern. This basis presumes that funds will be available to finance future operations and that the realisation of assets and settlement of liabilities, contingent obligations and commitments will occur in the ordinary course of business.

3. Events after reporting date

All events subsequent to the date of the annual financial statements and for which the applicable financial reporting framework requires adjustment or disclosure have been adjusted or disclosed.

The directors are not aware of any matter or circumstance arising since the end of the financial year to the date of this report that could have a material effect on the financial position of the company.

4. Directors

The directors of the company during the year and up to the date of this report are as follows:
HF Koegelenberg
JH Van Huyssteen
RSM Ndlovu
CJ Malherbe
GR Frazer
AH Kleinhans-Curd
R Bakkes
A Ferreira
F Schaefer
RGR Lascaris
P Siguqa (Appointed 30 November 2022)
JC Mullineux (Resigned 30 November 2022)

5. Independent Auditor

EFGAudit Inc was the independent auditor for the year under review.

Independent Auditor's Report

To the members of Franschhoek Wine Valley Tourism Association

Report on the Audit of the Financial Statements

Opinion

I have audited the financial statements of Franschhoek Wine Valley Tourism Association set out on pages 8 to 18, which comprise the statement of financial position as at 30 June 2023, and the statement of comprehensive income, the statement of changes in equity and the statement of cash flows for the year then ended, and notes to the financial statements, including a summary of significant accounting policies.

In my opinion, the financial statements present fairly, in all material respects, the financial position of Franschhoek Wine Valley Tourism Association as at 30 June 2023, and its financial performance and cash flows for the year then ended in accordance with the International Financial Reporting Standard for Small and Medium-sized Entities and the requirements of the Companies Act of South Africa.

Basis for Opinion

I conducted my audit in accordance with International Standards on Auditing (ISAs). My responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of my report. I am independent of the company in accordance with the Independent Regulatory Board for Auditors' Code of Professional Conduct for Registered Auditors (IRBA Code) and other independence requirements applicable to performing audits of financial statements in South Africa. I have fulfilled my other ethical responsibilities in accordance with the IRBA Code and in accordance with other ethical requirements applicable to performing audits in South Africa. The IRBA Code is consistent with the corresponding sections of the International Ethics Standards Board for Accountants' International Code of Ethics for Professional Accountants (including International Independence Standards). I believe that the audit evidence I have obtained is sufficient and appropriate to provide a basis for my opinion.

Other Information

The directors are responsible for the other information. The other information comprises the information included in the document titled "Franschhoek Wine Valley Tourism Association Financial Statements for the year ended 30 June 2023", which includes the Directors' Report, and the statement of Directors' Responsibilities and Approval as required by the Companies Act of South Africa, which I obtained prior to the date of this report, and the supplementary information set out on page 19. The other information does not include the financial statements and my auditor's report thereon.

My opinion on the financial statements does not cover the other information and I do not express an audit opinion or any form of assurance conclusion thereon.

In connection with my audit of the financial statements, my responsibility is to read the other information and, in doing so, consider whether the other information is materially inconsistent with the financial statements or my knowledge obtained in the audit, or otherwise appears to be materially misstated. If, based on the work I have performed, I conclude that there is a material misstatement of this other information, I am required to report that fact. I have nothing to report in this regard.

Responsibilities of the Directors for the Financial Statements

The directors are responsible for the preparation and fair presentation of the financial statements in accordance with the International Financial Reporting Standard for Small and Medium-sized Entities and the requirements of the Companies Act of South Africa, and for such internal control as the directors determine is necessary to enable the preparation of financial statements that are free from material misstatement, whether due to fraud or error.

Director: Ernst Gouws
Stellenbosch, 7600

In preparing the financial statements, the directors are responsible for assessing the company's ability to continue as a going concern, disclosing, as applicable, matters related to going concern and using the going concern basis of accounting unless the directors either intend to liquidate the company or to cease operations, or have no realistic alternative but to do so.

Auditor's Responsibilities for the Audit of the Financial Statements

My objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes my opinion. Reasonable assurance is a high level of assurance, but is not a guarantee that an audit conducted in accordance with ISAs will always detect a material misstatement when it exists. Misstatements can arise from fraud or error and are considered material if, individually or in the aggregate, they could reasonably be expected to influence the economic decisions of users taken on the basis of these financial statements.

As part of an audit in accordance with ISAs, I exercise professional judgement and maintain professional scepticism throughout the audit. I also:

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for my opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations or the override of internal control.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the company's internal control.
- Evaluate the appropriateness of accounting policies used and the reasonableness of accounting estimates and related disclosures made by the directors.
- Conclude on the appropriateness of the directors' use of the going concern basis of accounting and based on the audit evidence obtained, whether a material uncertainty exists related to events or conditions that may cast significant doubt on the company's ability to continue as a going concern. If I conclude that a material uncertainty exists, I am required to draw attention in my auditor's report to the related disclosures in the financial statements or, if such disclosures are inadequate, to modify my opinion. My conclusions are based on the audit evidence obtained up to the date of my auditor's report. However, future events or conditions may cause the company to cease to continue as a going concern.
- Evaluate the overall presentation, structure and content of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.

I communicate with the directors regarding, among other matters, the planned scope and timing of the audit and significant audit findings, including any significant deficiencies in internal control that I identify during my audit.

Report on Other Legal and Regulatory Requirements

In terms of the IRBA Rule published in Government Gazette Number 39475 dated 4 December 2015, I report that EFGAudit Inc has been the auditor of Franschhoek Wine Valley Tourism Association for 2 years.

EFGAudit Inc

26 October 2023

Per: Ernst Gouws (director: EFGAudit Inc)

Registered Auditor

1 Minaret
Cloetesville
Stellenbosch
7600

Franschhoek Wine Valley Tourism Association

(Registration Number 2003/026592/08)
Financial Statements for the year ended 30 June 2023

Statement of Financial Position

Figures in R	Notes	2023	2022
Assets			
Non-current assets			
Property, plant and equipment	3	34,770	37,854
Intangible assets	4	14,108	23,995
Total non-current assets		**48,878**	**61,849**
Current assets			
Inventories	5	19,867	17,038
Trade and other receivables	6	88,322	225,095
Cash and cash equivalents	7	4,436,719	3,784,443
Total current assets		**4,544,908**	**4,026,576**
Total assets		**4,593,786**	**4,088,425**
Equity and liabilities			
Equity			
Retained income		1,822,336	1,132,878
Liabilities			
Current liabilities			
Provisions	8	59,628	44,516
Trade and other payables	9	2,711,822	2,911,031
Total current liabilities		**2,771,450**	**2,955,547**
Total equity and liabilities		**4,593,786**	**4,088,425**

Franschhoek Wine Valley Tourism Association

(Registration Number 2003/026592/08)
Financial Statements for the year ended 30 June 2023

Statement of Comprehensive Income

Figures in R	Notes	2023	2022
Revenue	10	5,137,249	3,762,542
Administrative expenses		(239,815)	(241,130)
Other expenses	11	(4,207,976)	(3,207,467)
Profit from operating activities	12	**689,458**	**313,945**
Profit for the year		**689,458**	**313,945**

Franschhoek Wine Valley Tourism Association

(Registration Number 2003/026592/08)
Financial Statements for the year ended 30 June 2023

Statement of Changes in Equity

Figures in R	Retained Income	Total
Balance at 1 July 2021	818,933	818,933
Changes in equity		
Profit for the year	313,945	313,945
Total comprehensive income for the year	313,945	313,945
Balance at 30 June 2022	**1,132,878**	**1,132,878**
Balance at 1 July 2022	1,132,878	1,132,878
Changes in equity		
Profit for the year	689,458	689,458
Total comprehensive income for the year	689,458	689,458
Balance at 30 June 2023	**1,822,336**	**1,822,336**

Franschhoek Wine Valley Tourism Association

(Registration Number 2003/026592/08)
Financial Statements for the year ended 30 June 2023

Statement of Cash Flows

Figures in R	Note	2023	2022
Cash flows from operations			
Profit for the year		**689,458**	**313,945**
Adjustments to reconcile profit			
Adjustments for finance income		(237,247)	(73,674)
Adjustments for (increase) / decrease in inventories		(2,829)	3,515
Adjustments for (increase) / decrease in trade accounts receivable		(2,908)	159,974
Adjustments for decrease in other operating receivables		6,083	-
Adjustments for decrease in trade accounts payable		(797)	(169,369)
Adjustments for (decrease) / increase in other operating payables		(180,984)	1,553,477
Adjustments for depreciation and amortisation expense		15,366	12,809
Adjustments for impairment losses and reversal of impairment losses recognised in profit or loss		133,598	520,780
Adjustments for provisions		15,112	27,711
Total adjustments to reconcile profit		**(254,606)**	**2,035,223**
Net cash flows from operations		**434,852**	**2,349,168**
Interest received		237,247	73,674
Net cash flows from operating activities		**672,099**	**2,422,842**
Cash flows used in investing activities			
Purchase of property, plant and equipment		(19,823)	(17,800)
Cash flows used in investing activities		**(19,823)**	**(17,800)**
Net increase in cash and cash equivalents		**652,276**	**2,405,042**
Cash and cash equivalents at beginning of the year		3,784,443	1,379,401
Cash and cash equivalents at end of the year	7	**4,436,719**	**3,784,443**

Franschhoek Wine Valley Tourism Association

(Registration Number 2003/026592/08)
Financial Statements for the year ended 30 June 2023

Accounting Policies

1. General Information

Franschhoek Wine Valley Tourism Association ('the company') is involved in the promotion of tourism in the Franschhoek area in South Africa.

The company is incorporated as a NPC and domiciled in South Africa. The address of its registered office is 66B Huguenot Road, Franschhoek, 7690.

2. Basis of preparation and summary of significant accounting policies

The financial statements of Franschhoek Wine Valley Tourism Association have been prepared in accordance with the International Financial Reporting Standard for Small and Medium-sized Entities and the Companies Act of South Africa. The financial statements have been prepared under the historical cost convention, as modified by the revaluation of investment property, certain property, plant and equipment, biological assets and derivative financial instruments at fair value. They are presented in South African Rand.

The preparation of financial statements in conformity with the International Financial Reporting Standard for Small and Medium-sized Entities requires the use of certain critical accounting estimates. It also requires management to exercise its judgement in the process of applying the company's accounting policies.

The principal accounting policies applied in the preparation of these annual financial statements are set out below. These policies have been consistently applied to all the years presented, unless otherwise stated.

2.1 Property, plant and equipment

Property, plant and equipment is stated at historical cost less accumulated depreciation and any accumulated impairment losses. Historical cost includes expenditure that is directly attributable to bringing the asset to the location and condition necessary for it to be capable of operating in the manner intended by the directors.

The company adds to the carrying amount of an item of property, plant and equipment the cost of replacing parts of such an item when that cost is incurred if the replacement part is expected to provide incremental future benefits to the company. The carrying amount of the replaced part is derecognised. All other repairs and maintenance are charged to profit or loss during the period in which they are incurred.

Land is not depreciated. Depreciation on other assets is charged so as to allocate the cost of assets less their residual value over their estimated useful lives, using the straight-line method. The estimated useful lives range as follows:

Asset class	Useful life / depreciation rate
Fixtures and fittings	3 years
Office equipment	6 years
Computer equipment	3 years

The assets' residual values, useful lives and depreciation methods are reviewed, and adjusted prospectively if appropriate, if there is an indication of a significant change since the last reporting date.

An asset's carrying amount is written down immediately to its recoverable amount if the asset's carrying amount is greater than its estimated recoverable amount.

Franschhoek Wine Valley Tourism Association

(Registration Number 2003/026592/08)
Financial Statements for the year ended 30 June 2023

Accounting Policies

Basis of preparation and summary of significant accounting policies continued...

Gains and losses on disposals are determined by comparing the proceeds with the carrying amount and are recognised within 'other gains / (losses)' in the statement of comprehensive income.

2.2 Intangible assets

Trademarks, licences and customer related intangible assets

Separately acquired trademarks and licences are shown at historical cost. Trademarks, licences (including software) and customer-related intangible assets acquired in a business combination are recognised at fair value at the acquisition date. Trademarks, licences and customer-related intangible assets have a finite useful life and are carried at cost less accumulated amortisation and any accumulated impairment losses. Amortisation is calculated using the straight-line method to allocate the cost of trademarks, licences and customer related intangible assets over their estimated useful lives, as follows:

Asset class	Useful life / amortisation rate
Trademarks	10 years

Acquired computer software licences are capitalised on the basis of the costs incurred to acquire and bring to use the specific software. These costs are amortised over their estimated useful lives of three to five years.

2.3 Financial instruments

Trade and other receivables

Trade receivables are recognised initially at the transaction price. They are subsequently measured at amortised cost using the effective interest method, less provision for impairment. A provision for impairment of trade receivables is established when there is objective evidence that the company will not be able to collect all amounts due according to the original terms of the receivables.

Trade and other receivables are classified as debt instruments and loan commitments at amortised cost.

Cash and cash equivalents

Cash and cash equivalents includes cash on hand, demand deposits and other short-term highly liquid investments with original maturities of three months or less. Bank overdrafts are shown in current liabilities on the statement of financial position.

Trade and other payables

Trade payables are recognised initially at the transaction price and subsequently measured at amortised cost using the effective interest method.

2.4 Inventories

Inventories are stated at the lower of cost and estimated selling price less costs to complete and sell. Cost is determined using the first-in, first-out (FIFO) method. The cost of finished goods and work in progress comprises packaging costs, raw materials, direct labour, other direct costs and related production overheads (based on normal operating capacity). At each reporting date, inventories are assessed for impairment. If inventory is impaired, the carrying amount is reduced to its selling price less costs to complete and sell; the impairment loss is recognised immediately in profit or loss.

Franschhoek Wine Valley Tourism Association

(Registration Number 2003/026592/08)
Financial Statements for the year ended 30 June 2023

Accounting Policies

Basis of preparation and summary of significant accounting policies continued...

2.5 Provisions

Provisions for restructuring costs and legal claims are recognised when: the company has a present legal or constructive obligation as a result of past events; it is probable that a transfer of economic benefits will be required to settle the obligation; and the amount can be reliably estimated. Restructuring provisions comprise lease termination penalties and employee termination payments. Provisions are not recognised for future operating losses.

Provisions are measured at the present value of the amount expected to be required to settle the obligation using a pre-tax rate that reflects current market assessments of the time value of money and the risks specific to the obligation. The increase in the provision due to passage of time is recognised as interest expense.

2.6 Revenue

Revenue, which excludes Value Added Tax, comprises of the sale of goods, rendering of services (membership fees and event income) and interest received.

Revenue from the sale of goods is recognised when significant risks and rewards of ownership of the goods are transferred to the buyer.

Revenue from the rendering of services (membership fees and events) is recognised on an accrual basis in accordance with the substance of the agreement.

When the outcome of transactions involving the rendering of services cannot be estimated reliably, revenue is recognised only to the extent of the expenses recognised that are recoverable.

Interest income is recognised using the effective interest method.

Franschhoek Wine Valley Tourism Association

(Registration Number 2003/026592/08)
Financial Statements for the year ended 30 June 2023

Notes to the Financial Statements

Figures in R	2023	2022

3. Property, plant and equipment

Balances at year end and movements for the year

	Fixtures and fittings	Office equipment	Computer equipment	Other fixed asset	Total
Reconciliation for the year ended 30 June 2023					
Balance at 1 July 2022					
At cost	6,436	50,448	221,943	-	**278,827**
Accumulated depreciation	(6,436)	(32,394)	(202,143)	-	**(240,973)**
Carrying amount	**-**	**18,054**	**19,800**	**-**	**37,854**
Movements for the year ended 30 June 2023					
Additions from acquisitions	-	-	19,823	-	**19,823**
Depreciation	-	(18,054)	(4,853)	-	**(22,907)**
Property, plant and equipment at the end of the year	**-**	**-**	**34,770**	**-**	**34,770**
Closing balance at 30 June 2023					
At cost	6,436	50,448	241,766	-	**298,650**
Accumulated depreciation	(6,436)	(50,448)	(206,996)	-	**(263,880)**
Carrying amount	**-**	**-**	**34,770**	**-**	**34,770**
Reconciliation for the year ended 30 June 2022					
Balance at 1 July 2021					
At cost	6,436	50,448	202,143	-	**259,027**
Accumulated depreciation	(5,721)	(28,228)	(200,529)	-	**(234,478)**
Carrying amount	**715**	**22,220**	**1,614**	**-**	**24,549**
Movements for the year ended 30 June 2022					
Additions from acquisitions	-	-	19,800	-	**19,800**
Depreciation	(715)	(3,888)	(1,614)	-	**(6,217)**
Impairment loss recognised in profit or loss	-	(278)	-	-	**(278)**
Property, plant and equipment at the end of the year	**-**	**18,054**	**19,800**	**-**	**37,854**
Closing balance at 30 June 2022					
At cost	6,436	50,448	221,943	-	**278,827**
Accumulated depreciation	(6,436)	(32,394)	(202,143)	-	**(240,973)**
Carrying amount	**-**	**18,054**	**19,800**	**-**	**37,854**

Franschhoek Wine Valley Tourism Association

(Registration Number 2003/026592/08)
Financial Statements for the year ended 30 June 2023

Notes to the Financial Statements

Figures in R	2023	2022

4. Intangible assets

Reconciliation of changes in intangible assets

	Trademarks	Total
Reconciliation for the year ended 30 June 2023		
Balance at 1 July 2022		
At cost	137,735	137,735
Accumulated amortisation	(113,740)	(113,740)
Carrying amount	23,995	23,995
Movements for the year ended 30 June 2023		
Amortisation	(9,887)	(9,887)
Intangible assets at the end of the year	14,108	14,108
Closing balance at 30 June 2023		
At cost	137,735	137,735
Accumulated amortisation	(123,627)	(123,627)
Carrying amount	14,108	14,108
Reconciliation for the year ended 30 June 2022		
Balance at 1 July 2021		
At cost	137,735	137,735
Accumulated amortisation	(105,148)	(105,148)
Carrying amount	32,587	32,587
Movements for the year ended 30 June 2022		
Amortisation	(8,592)	(8,592)
Intangible assets at the end of the year	23,995	23,995
Closing balance at 30 June 2022		
At cost	137,735	137,735
Accumulated amortisation	(113,740)	(113,740)
Carrying amount	23,995	23,995

5. Inventories

Inventories comprise:

Inventory	19,867	17,038

Franschhoek Wine Valley Tourism Association

(Registration Number 2003/026592/08)
Financial Statements for the year ended 30 June 2023

Notes to the Financial Statements

Figures in R	2023	2022
6. Trade and other receivables		
Trade and other receivables comprise:		
Trade receivables	86,005	216,695
Deposits	2,317	8,400
	88,322	225,095
7. Cash and cash equivalents		
7.1 Cash and cash equivalents included in current assets:		
Cash		
Balances with banks	4,436,719	3,784,443
7.2 Net cash and cash equivalents		
Current assets	4,436,719	3,784,443
8. Provisions		
8.1 Provisions comprise:		
Provisions for employee benefits	59,628	44,516
Provisions for employee benefits	59,628	44,516
Current portion	**59,628**	**44,516**
	59,628	**44,516**

8.2 Provisions for employee benefits

	Leave pay provision	Total
Balance at 1 July 2022	**44,516**	**44,516**
Increase in existing provisions	15,112	15,112
Total changes	15,112	15,112
Balance at 30 June 2023	**59,628**	**59,628**

Franschhoek Wine Valley Tourism Association

(Registration Number 2003/026592/08)
Financial Statements for the year ended 30 June 2023

Notes to the Financial Statements

Figures in R	2023	2022
9. Trade and other payables		
Trade and other payables comprise:		
Trade creditors	-	18,225
Bastille Festival	190,834	-
Mastercard	1,326,749	1,454,605
Restaurant relief fund	811,817	878,462
Mystery weekend	255,748	470,827
Value added tax	126,674	88,912
Total trade and other payables	**2,711,822**	**2,911,031**
10. Revenue		
Revenue comprises:		
Interest received	237,247	73,674
Membership fees	1,761,389	1,488,565
Events and other income	1,197,695	583,814
Government grants received	1,940,918	1,616,489
Total revenue	**5,137,249**	**3,762,542**
11. Other expenses		
Other expenses include the following items:		
Bad debts	133,598	286,499
Employee benefit expenses	1,649,637	1,409,552
Training	1,495	-
12. Profit from operating activities		
Profit from operating activities includes the following separately disclosable items		
Other operating expenses		
Property plant and equipment		
- depreciation	15,366	12,809
Leases		
- operating lease minimum lease rentals	214,951	229,986

Franschhoek Wine Valley Tourism Association

(Registration Number 2003/026592/08)
Annual Financial Statements for the year ended 30 June 2023

Detailed Income Statement

Figures in R	Notes	2023	2022
Revenue	10		
Events and other income		1,197,695	583,814
Interest received		237,247	73,674
Membership fees		1,761,389	1,488,565
Municipal grant		1,940,918	1,616,489
		5,137,249	**3,762,542**
Administrative expenses			
Accounting fees		(5,594)	(11,057)
Auditor's remuneration		(35,000)	(90,985)
Bank charges		(21,584)	(15,276)
Computer expenses		(45,621)	(44,109)
Subscriptions		(54,708)	(9,621)
Telecommunication		(77,308)	(70,082)
		(239,815)	**(241,130)**
Other expenses	11		
Adventure tourism		(54,536)	(171,238)
Bad debts		(133,598)	(286,499)
Cleaning		(18,529)	(44,255)
Consulting fees		(11,550)	(44,100)
Depreciation - property, plant and equipment		(15,366)	(12,809)
Development expenses		(100,720)	(231,154)
Electricity and water		(15,361)	(21,238)
Employee costs - salaries		(1,649,637)	(1,409,552)
Entertainment		(43,194)	(23,553)
Fines and penalties		-	(23,972)
Insurance		(28,146)	(28,517)
Legal expense		(148,454)	(49,754)
Marketing expenses		(1,249,275)	(442,023)
Office expenses		(62,196)	(13,566)
Operating lease expense		(214,951)	(229,986)
Repairs and maintenance		(368,408)	(3,307)
Repairs and maintenance - Deductible		(10,961)	(1,797)
Security		(22,757)	(5,173)
Staff welfare		(3,113)	(3,440)
Training		(1,495)	-
Travel - Local		(17,212)	(5,533)
Vignerons Expenses		(10,712)	(32,621)
Website cost and maintenance		(27,805)	(123,380)
		(4,207,976)	**(3,207,467)**
Profit from operating activities	12	**689,458**	**313,945**
Profit for the year		**689,458**	**313,945**

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FRANSCHHOEK WINE VALLEY MUNICIPAL GRANT IN AIDE 2024/2025

	Municipal Grant 2024 / 2025
	6 100 000
REVENUE : GRANTS	6 100 000
Grants	6 100 000
TOTAL INCOME	6 100 000
EXPENDITURE	
ADMINISTRATION	1 232 587
Accounting Fees	15 000
Audit	55 000
Bank Charges	88 500
Debit Order Fees	21 600
Computer expenses	88 400
Electricity	18 000
Insurance	40 000
Repairs & Maintenance	30 000
Security Alarm	12 000
Stationery	13 385
Telephone/Fax	12 000
Travel Claims	20 000
Labour Consultant	66 000
Website Updates	50 000
Rent	93 312
Legal Fees	50 000
Consumables	10 000
Licences	71 940
Subscriptions/memberships	10 000
Cleaning	10 000
Office Equipment Rental	222 000
Website & e-mail hosting & usage	99 450
Bulk Mailer - Mail Blaze	108 000
Visitor Centre Printed collateral for visitors	50 000
Community and Social Development	280 000
Develop business hub	50 000
Emerging Businesses Mentorship	30 000
School Projects	20 000
Choir support project	100 000
Hospitality Tourism Training & Dev	80 000
MARKETING	3 320 000
Advertising	160 400
Media Hosting	60 000
Members Forums	40 000
Business Entertainment	30 000
Wine Route Forum Fees	4 000
Memberships/Affiliations	5 000
Newsclip ROI	29 400
Digital Marketing Images	23 000
Video & Visual Content	50 000
Website Updates	50 000
Adventure Tourism	8 530
Public Relations & Media	180 000
Social Media	300 000
Printing 'Brochures & Maps	100 000
Routes Marketing Campaigns	33 320
Website & Digital Marketing	50 000
Local Trade Shows	310 000
International Trade Shows	250 000
Wine Education - wine ambassadors	10 000
Research/Surveys	25 000
Signage & Branding	60 000
Festivals & Events	1 195 000
Johannesburg Media event	30 350
Google Adwords	120 000
Hosting of DMC Trips	50 000
Fhk Winter Campaign Eat, sleep, drink	120 000
Specific marketing to International partners	25 000
Sustainable Development	200 000
Franschhoek Trails	100 000
Sustainable Tourism Development	100 000
STAFF COSTS	1 067 413
Salaries	823 860
SDL & UIF & PAYE	212 456
Staff training and other	15 000
Staff Expenses	12 000
Workmens Compensation	4 297
Casual Wages	14 150
TOTAL EXPENDITURE	6 100 000
Net Profit / (Loss)	0

Resolution of the Board of Directors of
Franschhoek Wine Valley Tourist Association NPC
("the Company")
Passed on the 8th of July 2016
Registration number: 2003/026592/08

IT WAS RESOLVED THAT, in order to meet the requirements set down by the South African Revenue Services ("SARS") in terms of Section 30B of the Income Tax Act and to maintain its tax exempt status, the Company must amend its founding document. To this end, a revised Memorandum of Incorporation ("MOI") was drafted in terms of the Companies Act of 2008 (Act 71 of 2008) incorporating the SARS requirements. The draft MOI was approved by the sub-committee appointed to look into the matter.

IT WAS FURTHER RESOLVED THAT the draft MOI as presented to the board be and is hereby approved to be presented to the members of the company for their approval and adoption.

IT WAS FURTHER RESOVLED THAT the Chairman of the board of directors be and is hereby authorised to sign all documents necessary to implement the process, including but not limited to the documents which are required to be submitted to the Companies and Intellectual Properties Commission ("CIPC") to amend the company's status with CIPC.

_____
Director
Name:

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Director
Name: M.T. RUTHERFORD

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Director
Name:

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Director
Name:

MEMORANDUM OF INCORPORATION
FRANSCHHOEK WINE VALLEY TOURIST ASSOCIATION NPC
COMPANY REGISTRATION NUMBER: 2003/026592/08

In this Memorandum of Incorporation –

a) A reference to a section by number refers to the corresponding section of the Companies Act, 2008 (Act 71of 2008) as amended ("the Act");
b) words that are defined in the Companies Act, 2008, bear the same meaning in this Memorandum of Incorporation (MOI) as in that Act.
c) The following additional words are defined outside of the Companies Act, 2008:
   i. **Franschhoek Valley:** means the area delineated on a map signed by the Chairperson deposited at the registered office of the company and such adjacent or other areas as the board may from time to time determine;
   ii. **Member**: means a person whose name is listed as such in the register;
   iii. **Membership year:** means the period from 1st July in each year to 30th June in the next year or such other period of 12 (twelve) months as the board may from time to time determine.
   iv. **TGCSA:** Tourism Grading Council of South Africa
d) Words importing the singular shall include the plural and vice versa, and words importing the masculine gender shall include the feminine, and words importing persons shall include corporate bodes and created entities.
e) Headings to a clause or series of clauses shall not be considered in interpreting such clauses.
f) Where any term is defined within the context of any particular section in this MOI, the term so defined, unless it is clear from the section in question that the term so defined has limited application to the relevant section, shall bear the meaning ascribed to it for all purposes in terms of these sections, notwithstanding that that term has not been defined in this definition clause.
g) Subject to the above definitions, words and expressions defined in the Act shall have the same meaning when used in this MOI as in the Act.
h) If the provisions of this MOI are in any way inconsistent with, or in conflict with, the provisions of the Statutes, the provisions of the Statutes shall prevail and this MOI shall be interpreted in all respects as being subject to the Statutes.

1.1 **Incorporation**

1.1.1 The Company is incorporated in accordance with and governed by:
1.1.1.1 the unalterable provisions of the Act; and
1.1.1.2 the alterable provisions of the Act; subject to the limitations, extensions, variations or substitutions set out in this MOI; and
1.1.1.3 the other provisions of this MOI.

1.2 **Main business and object of the Company**

1.2.1 The main business and object of the company is to promote tourism in Franschhoek and the surrounding areas; provided that all the activities of the Company be limited to activities that comply with Section 30 of the Income Tax Act, 1962 (Act 58 of 1962). In particular, without limitation the main business and object will include:
1.2.1.1 the formulation of a tourism policy and strategy, in accordance with the general tourism policy of the Province of Western Cape, for Franschhoek;
1.2.1.2 to provide an information and assistance service to encourage tourists to visit Franschhoek in a way which is mutually beneficial to the tourist and local community;
1.2.1.3 to develop and promote tourism skills and awareness across all members and within the local community of Franschhoek to achieve the maximum sustainable

benefits from tourism through the widest possible participation in the local tourism industry;

1.2.1.4 to promote the development of appropriate tourism infrastructure and products including attractions, accommodation and transport and shopping facilities;

1.2.1.5 to protect and advance within the tourism industry emerging businesses and persons or categories of persons disadvantaged by unfair discrimination, inter alia, by employing ethical and socially responsible practises;

1.2.1.6 to identify and promote the natural and cultural assets of the Franschhoek area;

1.2.1.7 to produce and distribute appropriate literature and marketing material;

1.2.1.8 to protect the Franschhoek environment through encouraging the use of sustainable practises across all sectors.

1.2.2 Any specific ancillary object which is not in accordance with the main object of the company is excluded from the unlimited ancillary objects of the company.

1.2.3 The Company may by special resolution of the members alter or amend the provisions of its MOI with respect to the objects and powers of the company.

1.3 **Memorandum of Incorporation**

1.3.1 This MOI may only be altered or amended by way of a special resolution of the members except if such amendment is in compliance with a Court Order.

1.3.2 Agreement by 75% (seventy-five percent) of the members is required in order to pass the special resolution.

1.3.3 Any amendment of the MOI or written instrument of the company will be submitted to the Commissioner of the South African Revenue Services within 30 (thirty) days of its amendment.

1.4 **Incorporators of the company**

1.4.1 The incorporators of the company are its –

1.4.1.1 first members; and

1.4.1.2 its first members of which there must be at least three persons who accept fiduciary responsibility, will not be connected persons in relation to each other, with no single person directly or indirectly controlling the decision making powers relating to the Company; and

1.4.2.3 the Company must form a committee, board of management or similar governing body of at least three persons to accept the fiduciary responsibilities of the Company.

1.5 **Guarantee**

1.5.1 The liability of members is limited to the amount referred to in paragraph 1.5.2.

1.5.2 Each member undertakes to contribute to the assets of the Company in the event of its being wound up while he is a member or within one year afterwards, for payment of the debts and liabilities of the Company contracted before he ceased to be a member and of the costs, charges and expenses for the winding up and for adjustment of the rights of the contributors amongst themselves, an amount of R7.00 (Seven Rand).

2. **Funding of the Company**

Substantially the whole of the company's initial funding will be provided by way of donations. Thereafter, the company's funding will to be derived from its annual or other long-term members.

3. Powers of the Company

The following specific powers are excluded from the plenary powers of the company:

3.1 To undertake and execute any trust;
3.2 To act as principals, agents, contractors or trustees; and
3.3 To distribute in specie or in kind any of its assets among its members.

The specific powers or part of any specific powers of the company are to be executed only in accordance with the main object of the company.

4. Application of Assets and Income

4.1 The company will apply, utilise and direct all of its assets and income, however derived, to advance its stated objects, as set out in this MOI.

4.2 Subject to 4.1, may –
- 4.2.1 acquire and hold securities issued by a profit company;
- 4.2.2 directly or indirectly, alone or with any other person, carry on any business, trade or undertaking consistent with or ancillary to its stated objects; and
- 4.2.3 may not have a share or other interest in any business, profession or occupation which is carried on by its members.

4.3 The company may not, directly or indirectly, pay any portion of its income or transfer any of its assets, regardless how the income or asset was derived, to any person who is or was an incorporator of the company, or who is a member or director, or person appointing a director, of the company, except –
- 4.3.1 as reasonable –
  - 4.3.1.1 remuneration for goods delivered or services rendered to, or at the direction of, the company; or
  - 4.3.1.2 payment of, or reimbursement for, expenses incurred to advance a stated object of the company;
- 4.3.2 as payment of an amount due and payable by the company in terms of a *bona fide* agreement between the company and that person or another;
- 4.3.3 as a payment in respect of any rights of that person, to the extent that such rights are administered by the company in order to advance a stated object of the company;
- 4.3.4 in respect of any legal obligation binding on the company; and
- 4.3.5 may not pay any employee, office bearer, member or other person any remuneration, as defined in the Fourth Schedule of the Income Tax Act, which is excessive, having regard to what is generally considered reasonable in the sector and in relation to the services rendered.

4.4 The company may not provide a loan to, secure a debt or obligation of, or otherwise provided direct or indirect financial assistance to, a director of the company or of a related or inter-related company, or to a person related to any such director.

4.5 Sub-item 4.4 does not prohibit a transaction if it –
- 4.5.1 is in the ordinary course of the company's business and for fair value;
- 4.5.2 constitutes an accountable advance to meet –
  - 4.5.2.1 legal expenses in relation to a matter concerning the company; or
  - 4.5.2.2 anticipated expenses incurred by the person on behalf of the company;
- 4.5.3 is to defray the person's expenses for removal at the company's request; or
- 4.5.4 is in terms of an employee benefit scheme generally available to all employees or a specific class of employees.

4.6 The company may make donations: Provided that no donations may be made to members or directors of the company: Provided further that any donations made must be made in accordance with the main object of the company.

4.7 The company may pay gratuities and pensions and establish pension and medical aid schemes and other incentive schemes in respect of its officers and employees.

5. **Fundamental Transactions**

5.1 The company may not –
- 5.1.1 amalgamate or merge with, or convert to, a profit company; or
- 5.1.2 dispose of any part of its assets, undertaking or business to a profit company, other than for fair value, except to the extent that such a disposition of an asset occurs in the ordinary course of the activities of the company.

5.2 Any proposal to –
- 5.2.1. dispose of all or the greater part of its assets or undertaking; or
- 5.2.2 amalgamate or merge with another non-profit company,

must be submitted to the voting members of the Company for approval in a manner comparable to that required of profit companies in accordance with sections 112 and 113, respectively.

5.3 Sections 115 and 116, read with the changes required by context, apply with respect to the approval of a proposal contemplated in sub-item ii).

6. **Members**

The company must have a minimum of three members.

6.1 Membership will not be restricted or regulated in any manner that amounts to unfair discrimination in terms of section 9 of the Constitution provided that should a minimum of 25 members object to the membership of any proposed member, then that proposed member may not be a member.

6.2 Membership may be held by juristic persons, including profit companies.

6.3 There shall be one class of members – voting members.

6.4 Members shall have an interest in promoting the town of Franschhoek as a leading tourist destination.

6.5 The members of the company shall be initially the subscribers to the MOI who shall be deemed to be members, and such other persons, bodies or associations admitted to membership in accordance with this MOI.

- 6.5.1. Subject to the provision of 6.5.2 and 6.5.3 those eligible to be members of the company shall consist of
  - 6.5.1.1 Tourist establishments within the Franschhoek Valley;
  - 6.5.1.2 A vineyard that is a member of the Vignerons de Franschhoek -
    - 6.5.1.2.1 the applicant produces wine –
    - 6.5.1.2.2 the applicant uses some grapes from the FW geographic area –
    - 6.5.1.2.3 the applicant owns or rents property located within the defined FW geographic area –
    - 6.5.1.2.4 the applicant must associate itself with Franschhoek
  - 6.5.1.3 Members of the general public resident in the Franschhoek Valley;
  - 6.5.1.4 Business organisations within the Franschhoek Valley;
  - 6.5.1.5 Business organisations whose registered physical office address is not the Franschhoek Valley, but whose business operations are conducted partly within the Valley and who maintain a sales presence at the FWV offices;
  - 6.5.1.6 Any other tourist establishment, vineyard, members of the general public or business organisation that was a member on the 1st of July 2006.
- 6.5.2 A tourist establishment that: -
  - 6.5.2.1 Provides accommodation for tourists shall not be eligible for membership unless at the time of its application for membership or renewal of membership on or after 1st July 2007 it has a current Grading Certificate issued by the TGCSA;

6.5.2.2 Is a restaurant or provides any other products, facilities or services for tourists (as well as to others) for which TGCSA issues Grading Certificates shall not be eligible for membership from the commencement of such membership year as may be determined by the Board;

6.5.2.3 That has not previously been a member and has applied to TGCSA for a Grading Certificate (if required in terms of 6.5.2.1 or 6.5.2.2 to be eligible for membership) may at the discretion of the Board be admitted as an associate member with the benefits of the rights but subject to the restrictions specified in 6.5.5 for a period of not more than 6 (six) months or until the date on which a Grading Certificate is issued by TGCSA for that tourist establishment (whereupon such associate member shall become a full member) or is refused if earlier;

6.5.3 A vineyard shall not be eligible for membership unless at the time of its application for membership or renewal of membership the wine that it produces has been certified by the Wine and Spirit Board ("the Board") established in terms of the Liquor Products Act 1989 as compliant with all the requirements of the Wine of Origin Scheme as administered by the Board.

6.5.4 The names of those admitted to membership and their status shall be entered in the register.

6.5.5 Subject to payment of the annual fees due on renewal of membership within 28 days of service of notice requiring payment thereof the membership of each member who is eligible for membership shall be renewed for each membership year.

6.5.6 The membership of a member who fails to pay the annual membership fee in accordance with 6.5.5 shall be automatically suspended until payment thereof has been made in full.

6.5.7 The annual membership fees shall be in the amount determined by the board from time to time and may include different fees for different categories of members.

6.5.8 Notice of any increase in fees shall be given to members no later than 28 days before the commencement of each membership year.

6.6 The admittance of members (except a tourist establishment to which section 6.5.2.3 applies) in addition to the members stipulated in section 6.5.1 shall be at the discretion of the board by invitation only. Such members and tourist establishments to which section 6.5.2.3 applies shall be known as associate members and their names shall be entered into the register accordingly. Associate members shall be entitled to attend, and speak at, the annual general meeting and all other general meetings of the company but they shall not be entitled to vote under any circumstances.

6.7 Applicants for membership (including those applying to be admitted as an associate member) shall pay the proportion of the annual membership fee applicable to their category of membership at the time of applying for membership calculated from the date of their application to the end of the then current membership year, which shall be repaid if the application is unsuccessful. Application for membership is by written application to the Board of the Company. Provided the proposed member is not excluded under 6.1, approval by the majority of the existing directors is required in order for a new member to be elected.

6.8 There is no limitation on the number of members of the company.

6.9 The board shall be entitled to terminate the membership of a member who failed to pay his membership fees within the 14 (fourteen) day period stipulated in 6.14.2 below ("the defaulting member"). The board or any one of them authorised by the board shall be deemed to be authorised in rem suam by the defaulting member to sign and execute any document necessary to terminate the membership of a member.

6.10 The rights, benefits, privileges and obligations of membership are not transferable.

6.11 Members shall treat as confidential all information concerning the company acquired on that basis.

6.12 The board of directors may from time to time in their discretion recommend to a general meeting of the members of the company such persons as they may deem fit as honorary members of the company and the members in the general meeting shall be entitled to appoint such persons as honorary members of the company. Such honorary members of the company shall not be liable to

pay annual subscriptions nor contribute towards the debts of the company. Such honorary members shall be entitled to attend, and speak at, general meetings, but they shall not be entitled to vote.

6.13 **Rights and obligations, if any, of membership in any class**
The rights and obligations of membership in any class is restricted to voting.

6.14 **Termination of membership**
A member shall cease to be a member of the company:

6.14.1 upon receipt by the chairman of the company of written notice from the member of his resignation from the company;

6.14.2 if the member fails to pay his annual membership fee and persists in such failure for 14 (fourteen) days after having been notified to rectify such failure followed by a resolution by the board to terminate his membership;

6.14.3 if the board decides to terminate the membership of that member and gives written notice to that member of such termination: -

6.14.3.1 on grounds considered reasonable in their discretion; or

6.14.3.2 if that member fails to comply with a recommendation for payment of compensation made by a Complaints Officer pursuant to a current Complaints Procedure (which has been approved by members in general meeting) within 14 (fourteen) days' notice being given to that member by the board requiring that member to do so; or

6.14.3.3 a number of complaints of a similar nature are made against that member; or

6.14.3.4 if that member does anything which in the opinion of the board brings or is likely to bring the company or the tourist industry in the Franschhoek Valley or any part thereof into disrepute.

6.14.4 If that member:

6.14.4.1 Is declared insolvent or of unsound mind by a competent court;

6.14.4.2 Is convicted of an offence and sentenced to a term of imprisonment without the option of a fine but no one may be regarded as having been sentenced until any appeal that has been made against the conviction or sentence has been determined; or

6.14.4.3 dies

6.14.5 A member who ceased to be a member of the company may on application be re-admitted as a member of the company, subject to such terms and conditions the board may in their discretion determine.

6.15 **Members' right to information**
Every member who has an interest in the Company has the right to access information as set out in section 26 of the Act.

6.16 **Member meetings**

6.16.1 The Board is entitled to call a Members' meeting at any time.

6.16.2 The company shall hold an annual general meeting not later than 6 (six) months after the end of each financial year, in addition to any other general meetings held during that year and shall designate the meeting as such in the notice convening the meeting.

6.16.3 Not more than 15 (fifteen) months shall elapse between the date of one annual general meeting and the next. The annual general meeting shall be held at the time, date and place determined by the board of directors.

6.16.4 All general meetings other than the annual general meeting shall be referred to simply as general meetings.

6.16.5 The board may, whenever it thinks fit, convene other general meetings. They shall also convene a general meeting on a requisition thereto by members in terms of section 61 of

the Act, failing which such a meeting may be convened by the requisitionists themselves in accordance with the provisions of the aforesaid section 61.

6.16.6 All meetings (whether called for the passing of special or ordinary resolutions) shall be called on not less than 15 (fifteen) business days' notice.

6.16.7 If at any time there are not within the Republic sufficient directors capable of forming a quorum, any director or any 2 (two) members of the company may convene a general meeting in the same manner as nearly as possible as that in which meetings may be convened by the board of directors.

6.16.8 The quorum for a Members' meeting to begin or for a matter to be considered, shall be at least ten members present in person or by proxy or represented. Should a quorum not be present, the Chairman of the meeting shall be obliged to call another meeting with 5 days' notice. Should there not be a quorum at this reconvened meeting, provided that at least 3 members are present, in person, by proxy or represented, the meeting shall be deemed to be duly constituted.

6.16.9 Each voting member of the company will have at least one vote.

6.16.10 The vote of each member of the company is of equal value to the vote of each other voting member on any matter to be determined by vote of the members, except to the extent that the MOI provides otherwise.

6.16.11 The Company is not required to hold any members' meetings other those specifically required by the Companies Act, 2008.

6.16.12 The authority of the Company's Board of Directors to determine the location of any members' meeting, and the authority of the Company to hold such meeting in the Republic or in any foreign country, as set out in section 61(9) is not limited or restricted by this MOI.

6.17 **Members' meetings by electronic communication**

The authority of the Company to conduct a meeting entirely by electronic communication or to provide for participation in a meeting by electronic communication, as set out in section 63 is not limited or restricted by this MOI.

6.18 **Members' resolutions**

6.18.1 For an ordinary resolution to be adopted at a Members' meeting, it must be supported by the holders of at least 50% of the voting rights exercised on the resolution, as provided in section 65(7).

6.18.2 For a special resolution to be adopted at a Members' meeting, it must be supported by the holders of at least 75% of the voting rights exercised on the resolution, as provided in section 65(9).

6.18.3 A special resolution adopted at a Members' meeting is not required for a matter to be determined by the Company, except those matters set out in section 65(11), or elsewhere in the Act.

- Section 65(11) A special resolution is required to –
  - a) Amend the company's Memorandum of Incorporation to the extent required by section 16(1)(c);
  - b) Approve the voluntary winding-up of the company, as contemplated in section 80(1); or
  - c) Approve any proposed fundamental transaction, to the extent required by Part A of Chapter 5.

6.19 **Members' Register**

6.19.1 The company will maintain a membership register as contemplated in section 24(4) of the Act.

6.19.2 The board shall cause to be kept in one or more books a register of the members for each membership year and there shall be entered therein:

6.19.2.1 the names and addresses of the members;

6.19.2.2 the date at which the name of any person was entered in the register as a member;
6.19.2.3 whether the member is an associate or full member;
6.19.2.4 the membership fee due form such member and the date on which such fee was paid;
6.19.2.5 the date at which any person ceased to be a member;
and such register shall be kept at the registered office of the company and shall be open to the inspection of the members during business hours, subject to any reasonable restrictions from time to time imposed by the company in general meeting.

6.20 **Notices**

6.20.1 A notice by the company to a member or a director and any document accompanying such notice may be:-
6.20.1.1 given personally; or
6.20.1.2 sent by post by stamped letter addressed to the member or director at his registered address, or (if he does not have a registered address in the Republic) to the address in South Africa, if any, supplied by him to the company as the address at which notice may be given to him; or
6.20.1.3 sent by facsimile transmission to the facsimile number supplied by him to the company as the number at which notice may be given to him; or
6.20.1.4 sent by email to such email address as he may have supplied to the company.

6.20.2 Notice of every general meeting shall be given in manner hereinbefore provided to:
6.20.2.1 every member of the company registered as such at the date of giving of such notice; and
6.20.2.2 every director of the company; and
6.20.2.3 the auditor of the company for the time being.

6.20.3 No other person shall be entitled to receive notices of general meetings.

6.20.4 Any notice shall deemed to have been duly served, unless the contrary is proved, if:
6.20.4.1 delivered by hand during business hours on a business day on the day of delivery;
6.20.4.2 sent by post two business days after the business day on which the letter containing the notice is posted and to prove that the notice had been given by post it will be sufficient to show that the letter containing the notice had been properly addressed and posted in the post office;
6.20.4.3 sent by facsimile transmission on the first business day following the date of transmission and to prove that the notice had been given by facsimile transmission it will be sufficient to submit the proof of transmission; and
6.20.4.4 sent by email on the first business day after the date of transmission and to prove that the notice had been given by email it will be sufficient to show that the email had been sent to the last email address the member may have supplied to the company.

6.20.5 The signature to any notice given by the company may be written or printed, or partly written and partly printed.

6.20.6 Notwithstanding anything to the contrary contained in the MOI but subject to the provisions of the Act, the company is hereby authorised to delivery, issue, distribute, register, lodge, publish and make available all returns, certificates, registers, notices and other information relevant to shareholders, such as circulars, annual reports, financial statements, accounts, interim and other reports, details of listing, notices of meetings and proxy forms, and to effect voting by proxy, by means of computer linkage, through electronic media, including faxes, electronic mail, bulletin board, internet web sites and computer networks.

6.20.7 When a given number of days' notice or notice extending over any other period is required to be given, such number of days shall be clear days, that is to say the day on which the

notice is given and the date in respect of which the notice is given, shall not be counted in calculating the period.

7. Directors

7.1 Basis on which directors of the Company are chosen by Members

7.1.1 Directors will be elected at the Annual General Meeting of the company;

7.1.2 Directors are to serve three (3) year terms with at least one director in three completing the term or standing for re-election each year.

7.2 Election of directors by voting Members

If any directors are elected by the voting members, at least one-third of those directors must be elected each year.

7.3 Financial assistance to Directors

7.3.1 The Company may not provide a loan to, secure a debt or obligation of, or otherwise provide direct or indirect financial assistance to, a director of the company or of a related or inter-related company, or to a person related to such director.

7.3.2 Sub-item 7.3.1 does not prohibit a transaction if it –

7.3.2.1 is in the ordinary course of the company's business and for fair value;

7.3.2.2 constitutes an accountable advance to meet –

7.3.2.2.1 legal expenses in relation to a matter concerning the company; or

7.3.2.2.2 anticipated expenses to be incurred by the person on behalf of the company;

7.3.2.3 is to defray the person's expenses for removal at the company's request; or

7.3.2.4 is in terms of an employee benefit scheme generally available to all employees or a specific class of employee.

7.4 Composition of the Board of Directors

7.4.1 Subject to the provisions of article 7.9 the number of directors shall not be more than 12 (twelve) or less than 10 (ten) or such other minimum or maximum number as a general meeting of the company may approve plus a councillor or other authorised representative of the Municipality of Stellenbosch nominated by its Mayor or any person who is duly appointed as managing director or chief executive officer as an employee of the company in terms of paragraph 7.5.1.

7.4.2 In addition to the appointed directors there are no *ex officio* directors of the Company as contemplated in section 66(4).

7.4.3 In addition to satisfying the qualification and eligibility requirements set out in section 69, to become or remain a director or a prescribed officer of the Company, a person need not satisfy any further eligibility requirements or qualifications. A person need not be a member of the company to qualify for appointment as director of the company.

7.4.4 A director shall be appointed by a majority of members present, in person, by proxy or represented at the meeting.

7.4.5 At the end of the annual general meeting in every subsequent year after the third annual general meeting or any adjournment thereof one third of the directors for the time being, or if their number is not 3 (three) or a multiple of 3 (three), the number of directors nearest to one third, shall retire from office.

7.4.6 In the absence of agreement between them the directors to retire in every year shall be those who have been longest in office since their last election, but as between persons who became directors on the same day, those to retire shall, unless they otherwise agree among themselves, be determined by lot.

7.4.7 A retiring director shall be eligible for re-election.

7.4.8 At the annual general meeting at which a director retires in the manner aforesaid or at any other general meeting, the company may fill the vacancy by appointing a director to office in accordance with the provisions of this article 7.4.

7.4.9 If at any meeting at which an election of directors ought to take place the offices of the retiring directors are not filled, unless it is expressly resolved not to fill such vacancies, the meeting shall stand adjourned and the provisions of articles 8.3.4 and 8.3.5 shall apply *mutatis mutandis* to such adjournment, and if at such adjourned meeting the vacancies are not filled, the retiring directors or such of them as have not had their offices filled shall be deemed to have been re-elected at such adjourned meeting unless a resolution for the re-election of any such director shall have been put to the meeting and defeated.

7.4.10 Provided that the minimum number of directors is maintained, the company may from time to time in general meeting increase or reduce the number of directors, and may also determine in what rotation such increased or reduced number of directors is to retire from office.

7.4.11 Unless the members otherwise determine in general meeting, any casual vacancy occurring on the board (including in terms of article 7.4.14) shall be filled by the board if it wishes to do so, but the director so appointed shall be subject to the same terms, qualifications and conditions which exist with reference to the director vacating his office, including, without limitation, retirement at the same time as if he had become a director on the day on which the director in whose stead he is appointed, was last elected a director.

7.4.12 The directors have the power at any time to appoint a person as an additional director but so that the total number of directors shall not at any time exceed the number fixed according to the MOI.

7.4.13 A director appointed in terms of 7.4.12 or 7.4.13 shall retire from office at the next following annual general meeting and shall then be eligible for re-election but shall not be taken into account in determining which directors are to retire by rotation at such meeting.

7.4.14 The company may by ordinary resolution of which special notice has been given in accordance with section 71 of the Act remove any director before the expiration of his period of office, notwithstanding anything to the contrary contained in the MOI or in any agreement between the company and such director.

7.4.15 Each director shall have the power to nominate a person possessing the necessary qualifications of a director, to act as alternate director in his place during his absence or inability to act, provided that the appointment of an alternate director shall be approved in writing by the board and on such appointment being made, the alternate director shall, in all respects, be subject to the terms, qualifications and conditions existing with reference to the other directors of the company.

7.4.16 An alternate director, whilst acting in the stead of the directors who appointed him, shall exercise and discharge all the powers, duties and functions of the directors he represents. The appointment of an alternate director shall be revoked, and the alternate director shall cease to hold office, whenever the director who appointed him ceases to be a director or gives notice to the secretary of the company that the alternate director representing him has ceased to do so, and in the event of the disqualification or resignation of any alternate director during the absence or inability to act of the director whom he represents, the vacancy so arising shall be filed by the chairman of the board who shall nominate a person to fill such vacancy, subject to the approval of the board of directors.

7.4.17 The board shall elect, immediately after the annual general meeting at which this MOI was adopted and after each subsequent annual general meeting, a chairman and vice-chairman (who shall each be a director) to hold office until the conclusion of the next annual general meeting following such election. Such chairman and vice-chairman shall be eligible for re-election.

7.4.18 If the chairman or vice-chairman resigns as such or ceases to be a director for any reason the board shall elect another director to be chairman or vice-chairman (as the case may be)

who shall hold office for the unexpired residue of the term of office of the chairman or vice-chairman who has resigned or ceased to be a director.

7.4.19 The office of director shall be vacated if the director:

7.4.19.1 Ceases to be a director or becomes prohibited from being a director by virtue of any provision of the Act; or

7.4.19.2 Becomes insolvent or makes an arrangement or composition with his creditors generally;

7.4.19.3 Becomes in the discretion of the other directors so mentally or otherwise defective that he can no longer properly execute his office;

7.4.19.4 Resigns his notice by giving notice in writing to the company;

7.4.19.5 Is restrained from being a director by reason of any order made under section 162 of the Act;

7.4.19.6 Absents himself from 4 (four) consecutive meetings of the board without special leave of absence and it is resolved that his office be vacated;

7.4.19.7 Is removed from office by resolution duly passed pursuant to any other provision of the Act or MOI;

7.4.19.8 Was a member on the date on which he was appointed and ceases to be a member of the company, and such director shall be deemed to have vacated his office of director *ipso facto* from the date he ceases to be a member;

7.4.19.9 Having served a minimum period of 6 months as a duly elected director in terms of paragraph 7.4.5 above, is removed from office by a majority of at least 50% of the Directors; or

7.4.19.10 Is removed from office pursuant to any other provision of the Act or the MOI.

7.5 **Executive Directors**

7.5.1 The board shall from time to time appoint an executive director or a chief executive officer, form among their numbers or from among the employees of the company who shall be a director for so long as he or she is employed as such, for the period and at the remuneration they deem fit, and may revoke such appointment subject to the terms of an agreement that had been reached in a specific case of the terms and conditions of any existing employment agreement in respect of an employee of the company. A director appointed accordingly shall not, whilst he holds such office, be subject to retirement via rotation, and shall not be taken into account in the determination of the retirement rotation of directors, subject, however to the provisions of this article 7.5 below.

7.5.2 The appointment of an executive director as such shall expire, without any prejudice to any claim of whichever nature such director may have against the company, if he ceases being a director for any reason whatsoever.

7.5.3 Any executive director appointed in terms of 7.5.1 shall in his capacity as such be subject to the same provisions relating to discharge as the other directors of the company, and should he cease being a director, his appointment to such post or executive office shall be terminated ipso facto, without prejudicing any claim for damages he may have as a result of such termination or detracting from the terms and conditions of any employment agreement of such a director.

7.5.4 The remuneration of a director appointed to any post or executive office in terms of paragraph 7.5.1:

7.5.4.1 shall be determined by an impartial quorum of the board of directors;

7.5.4.2 shall be paid to him over and above or instead of any normal remuneration he receives a director of the company, whatever the board may determine; and

7.5.4.3 may comprise a salary or a commission or partially in one manner and partially in the other, whatever the board may determine.

7.6 **Authority of the Board of Directors**

7.6.1 The affairs of the company shall be conducted and managed by the board who may pay all expenses incurred in promoting and registering the company and may exercise all such powers of the company as are not, by the Act or by this MOI, required to be exercised by the company in general meeting, subject nevertheless to this MOI, to the provisions of the Act and to such regulations not inconsistent with the MOI or provisions, as may be prescribed by the company in general meeting; but no regulation made by the company in general meeting shall invalidate any prior act of the directors which would have been valid if such regulation had not been made.

7.6.2 The authority of the Company's Board of Directors to manage and direct the business and affairs of the Company, as set out in section 66(1) is not limited or restricted by this MOI.

7.6.3 The Board has the authority to exercise all of the powers and perform any of the functions of the Company: Provided that such actions will be executed only in accordance with the main object of the Company.

7.6.4 The directors of the company must comply with section 112 of the Act in order to dispose of the undertaking of the company or the whole or greater part of the assets of the company. The special resolution so required may be approved by the company in general meeting.

7.6.5 Any business which is either expressly or impliedly authorised to be undertaken by the company may be undertaken by the directors at such time or times as they think fit or may be suspended for so long as the directors deem it expedient not to commence or proceed with that business and whether or not that business may have actually been commenced: Provided that such actions will be executed only in accordance with the main object of the Company.

7.6.6 A meeting of the directors for the time being at which a quorum is present shall be competent to exercise all or any of the authorities, powers and discretion by or under the MOI of the company for the time being vested in or exercisable by the directors generally: Provided that such actions will be executed only in accordance with the main object of the Company.

7.6.7 The drawing up and implementation of the budget each year shall be the responsibility of the board of directors.

7.7 **Directors' Meetings**

7.7.1 Directors acting other than at meeting

7.7.1.1 A decision that could be voted on at a meeting of the Board of the Company may instead be adopted by written consent of a majority of directors, given in person, or by electronic communication, provided that each director has received notice of the matter to be decided.

7.7.1.2 A decision made in this manner is of the same effect as if it had been approved by voting at a meeting.

7.7.1.3 Subject to the provisions of the Act, a resolution in writing, signed by all the directors, shall be as valid and effectual as if it had been passed at a meeting of the directors duly convened and held.

7.7.2 Proceedings of the board of directors

7.7.2.1 A director may at any time convene a meeting of the directors.

7.7.2.2 The board may meet for the despatch of business, adjourn and otherwise regulate their meetings, as they think fit, provided that:

7.7.2.2.1 Reasonable notice shall be given of meetings of the directors and an agenda shall be circulated at least 7 (seven) days in advance of the meetings unless for reasons of urgency that is not possible; and

7.7.2.2.2 The directors shall meet regularly at such intervals as the board may from time to time determine, for the despatch of business, subject thereto that any two directors or the chairman (as the case may be) shall

be entitled to instruct the secretary to convene a meeting of the board of directors.

7.7.2.3 Questions arising at any meeting of the board shall be decided by a majority of votes if consensus could not be reached which the board shall at all times strive to reach. The chairman shall allow reasonable time in his discretion to debate the issues in respect of which consensus cannot be reached. In case of an equality of votes, the chairman shall have a second or casting vote.

7.7.2.4 Unless absent from the Republic every director shall be entitled to receive notice of all meetings of the board of directors.

7.7.2.5 The quorum for the transacting of business at a meeting of the directors shall be majority of the directors in office. If a quorum is not present at a meeting, that meeting shall be adjourned to the same time and place in the following week or if that is a public holiday, to the following day and the chairman shall ensure that a faxed or email notice of such adjournment is given to all directors. The directors present at the adjourned meeting shall constitute a quorum even if they do not meet the afore-mentioned quorum requirements.

7.7.2.6 The continuing directors may act notwithstanding any vacancy in their number but if and so long as their number is reduced below the number fixed by or pursuant to the articles as the necessary quorum of the board of directors, the continuing directors may act for the purpose of increasing the number of directors to that number, or of summoning a general meeting of the company, but for no other purpose.

7.7.2.7 The directors may elect a chairman of their meetings and determine the period for which he is to hold office. The chairman shall act as chairman for any meeting of the board held during his term of office. if there is no such chairman or if at any meeting he is not present within 15 (fifteen) minutes after the time appointed for holding the meeting or has notified his inability to be present or is unwilling to act as chairman, the vice chairman shall act as chairman and if he cannot or will not act the members present shall choose one of their number to be chairman of the meeting.

7.7.3 The Board of Directors is authorised to allow for the conduct of a meeting entirely by electronic communication as set out in section 73(3) of the Act.

7.7.4 The authority of the Company's Board of Directors to determine the manner and form of providing notice of its meetings, as set out in section 73(3) is not limited or restricted by this MOI.

7.7.5 The authority of the Company's Board of Directors to proceed with a meeting despite a failure or defect in giving notice of the meeting, as set out in section 73(5) is limited or restricted in that in the event of an equality of votes, the chairman shall not have a casting vote.

7.7.6 Questions arising at any meeting shall be decided by a majority of votes.

7.7.7 All acts done by any meeting of the directors or a committee of directors or by any person acting as a director shall, notwithstanding that it be afterwards discovered that there was some defect in the appointment of any such directors or person acting as aforesaid or that they or any them were disqualified, be as valid as if every such person had been duly appointed and were qualified to be a director.

7.7.8 It shall, however, be competent for every director, even if he is not a member of the company, to attend general meetings of the company and to take part in the deliberations thereat and to express his views on any matter before the meetings, but he shall not be entitled, unless he is a member or otherwise entitled to vote, to exercise any voting rights at any such general meeting, save as proxy for or representative of a member.

7.8 **Written resolutions**

Subject to the MOI:

7.8.2 a resolution in writing signed by all the members of the board (or their alternates where applicable) for the time being or all the members of a directors' committee shall be as valid and effectual as if it had been passed at a meeting of the board or the committee duly called and constituted. The resolution may consist of several documents, each signed by one or more directors in terms of this article or may consist of one or more facsimiles or emails reflecting signatures of the directors, and shall be deemed to have been taken on the date upon which it has been signed by the director who signed last (unless a statement to the contrary is made in that resolution);

7.8.3 in the case of matters requiring urgent resolution or, if for any reason it is impracticable to meet as contemplated in the MOI or pass a resolution as contemplated in 7.8.1 above, proceedings may be conducted by utilising conference telephone facilities, provided that the required quorum is met. A resolution agreed to during the course of such proceedings shall be as valid and effectual as if it had been passed at a meeting of the directors duly called and constituted. The secretary of the company shall as soon as is reasonably possible after such meeting by telephone has been held, be notified thereof by the relevant parties to the meeting, and the secretary shall prepare a written minute thereof.

7.9 **Committees of the Board**

7.9.1 The board may delegate any of its powers to committees consisting of such member or members of their body as they think fit (which shall not necessarily be directors of the company). Any committee so formed shall, in the exercise of the powers so delegated, conform to any regulations that may be imposed on them by the directors.

7.9.2 A committee may elect a chairman of its meetings. If no such chairman is elected, or if at any meeting the chairman is not present within five minutes after the time appointed for holding the meeting, the members present may elect one of their number to be chairman of the meeting.

7.9.3 A committee may meet and adjourn as they think proper. Questions arising at any meeting shall be determined by a majority of votes of the members of the committee present and in case of an equality of votes, the matter shall forthwith be referred to the board for decision.

7.9.4 In particular, a Marketing Committee and a Development Committee may respectively be formed by the company. Such committee(s) shall furthermore perform the functions and have the powers and authorities as the board may determine from time to time in their discretion. The number of committee members and the period of office shall be determined at the discretion of the board of directors.

7.10 **Delegation of powers to Executive Committee**

7.10.1 The board may from time to time entrust to or confer upon one or more directors, an executive director or other official of the company for the time being such of the powers and authorities vested in them as they may think fit, and they may confer such powers and authorities for such time and to be exercised for such objects and purposes and upon such terms and conditions and with such restriction as they may think expedient; and they may confer such powers and authorities either collaterally with or to the exclusion of, and in substation for, all or any of the powers and authorities of the board and may from time to time revoke or vary all or any of such powers and authorities. In particular, all contracts, deeds, cheques and other documents which are required to be signed on behalf of the company, shall be signed in such manner as the board shall from time to time determine.

7.10.2 The management and handling of the day to day affairs of the company may be entrusted by the board to an executive committee consisting of at least the chairman, 2 (two) other directors, the executive director or manager or chief executive officer, if there is one,

occupying the office from time to time. The chairman of the board shall also act as chairman of the executive committee.

7.11 **Borrowing powers**

7.11.1 The Directors may from time to time exercise all the powers of the company to borrow money: Provided that such actions will be executed only in accordance with the main object of the company.

7.11.2 The Directors may secure the payment of moneys borrowed in any manner including the mortgaging and pledging of property and, without detracting from the generality thereof, in particular by the issue of any kind of debenture or debenture stock, with or without security: Provided that such actions will be executed only in accordance with the main object of the Company.

7.12 **Indemnification of Directors**

7.12.1 The authority of the Company to advance expenses to a director, or indemnify a director, in respect of the defence of legal proceedings, as set out in section 78(4) is not limited, restricted or extended by this MOI.

7.12.2 The authority of the Company to indemnify a director in respect of liability as set out in section 78(5) is not limited or restricted by this MOI.

7.12.3 The authority of the Company to purchase insurance to protect the Company, or a director, as set out in section 78(7) is not limited, restricted or extended by this MOI.

7.12.4 Every director, manager, secretary and other officer or servant of the company shall be indemnified by the company against, and it shall be the duty of the directors out of the funds of the company to pay to him, all costs, losses and expenses including travelling expenses which he may have incurred or became liable for by reason of any contract entered into or actor o deed done by him in that capacity or in any way in the bona fide discharge of his duties.

7.12.5 No director, manager, secretary or other officer or servant of the company shall be liable for any act, omission or failure of any other director or officer or servant, or for joining in any such act or omission or failure, or for loss or expenses suffered by the company through the inadequate or incomplete title to any property acquired by order of the directors or on behalf of the company, or for insufficient or defective security in or upon which any of the monies of the company have been invested, or for any loss or damage arising from the insolvency, liquidation or delict of any person with whom any monies, securities or effects have been deposited, or for any loss or damage occasioned by any error of judgement or oversight on his part or for any loss, damage or misfortune whatever which took place in the execution of his duties of office, unless he would otherwise be liable in law on the grounds of negligence, default, breach of duty or breach of trust in relation to the company.

7.13 **Expenses of directors**

Subject to paragraph 4.3 of the MOI of the company and excluding the remuneration payable in terms of 7.5.4 above, the directors may from time to time be paid all reasonable expenses which may be incurred by them in or about the execution of the powers conferred upon them.

7.14 **Validity of acts**

7.14.1 All acts done at or authorised by any meeting of the board or of a committee of the board or by any person acting as a director shall, notwithstanding that it be afterwards discovered that there was some defect in the appointment or continuance in office of any such director or person acting as aforesaid, or that they or any of them were disqualified or had vacated office, be as valid as if every such person had been duly appointed or had duly continued if office, or was qualified and had continued to be a director or had been entitled to vote as a director.

7.14.2 No director or intending director shall be disqualified by his office from contracting with the company in any manner whatsoever provided that the director discloses to the remaining directors at the relevant meeting the nature of his/her interest, whether direct or indirect, even if one or more of the directors may know of it already. Such director shall not be entitled to vote at any meeting of the board or otherwise in relation to such contract, but he/she shall be reckoned for the purpose of constituting a quorum of directors.

8. Meetings of the Company

The company is governed by the applicable sections in the Act, in addition to the provisions set out below:

8.1 General meetings

8.1.1 The Company shall hold its first annual general meeting within eighteen months after the date of its incorporation and shall thereafter in each year hold an annual general meeting; provided that not more than fifteen months shall elapse between the date of one annual general meeting and that of the next.

8.1.2 Other general meetings of the Company may be held from time to time.

8.1.3 Annual general meetings and other general meetings shall be held at such time and place as the Directors shall appoint.

8.2 Notice of meetings

Section 62 of the Act applies, in addition to the following –

8.2.1 An annual general meeting and a meeting called for the passing of a special resolution shall be called by not less than 15 (fifteen) business days' notice in writing and any other general meeting shall also be called by not less than 15 (fifteen) business days' notice in writing.

8.2.2 The notice shall be in writing, exclusive of the day on which it is served or deemed to be served and of the date for which it is given, and shall specify the place, the day and the hour of the meeting and shall be delivered to each member either by electronic communication or by prepaid post addressed to such member at his registered address.

8.2.3 Every notice calling an annual general meeting shall specify the meeting as such.

8.2.4 The notice convening the meeting shall state:

8.2.4.1 Which directors will be retiring and whether they are offering themselves for re-election as directors;

8.2.4.2 That nominations to fill any vacancies as directors there may then be or will be following the retirement of directors must be made in writing endorsed with the acceptance of the nomination by the nominee and delivered to the registered office of the company or such other address as may be specified in the notice convening the annual general meeting or sent by facsimile transmission to the number specified in that notice no later than 10 clear days before the date of that annual general meeting;

8.2.4.3 Not less than 5 (five) business days before the date of that annual general meeting the company shall give members notice of any nominations made in terms of section 8.2.4.2 (but any failure to do shall not invalidate any such nominations) and shall include in such notice any statement by the nominee not exceeding two hundred words that was submitted with his or her nomination provided that such statement is not in the opinion of the board defamatory or otherwise objectionable.

8.2.4.4 A meeting of the company, notwithstanding that it is called by shorter notice than that specified in this section, shall be deemed to have been duly called if it is so agreed to by a majority in number of the members having the right to attend and vote at the meeting and together representing not less than 95% (ninety-five

percent) of the total voting rights of all members having at the said date the right to vote at general meetings of the company.

8.2.4.5 The inadvertent omission to give notice of a meeting to, or the non-receipt of a notice of a meeting by any person entitled to receive such notice, shall not invalidate the proceedings at that meeting.

8.3 **Conduct of meetings (Section 63)**

8.3.1 A members' meeting may only be held in person, by proxy or representative.

8.3.2 The annual general meeting shall deal with and dispose of all matters prescribed by the Act, including the consideration of the annual financial statements, the election of directors (where applicable) and other officers in the place of those retiring and the appointment and fixing of remuneration of the auditor and deal with any other business laid before it. All other business or business laid before any other general meeting shall be considered special business.

8.3.3 No business shall be transacted at any general meeting unless a quorum of members is present at the time when the meeting proceeds to business. Save as herein otherwise provided, the quorum for such meetings shall be 25 % (twenty five percent) in number of members entitled to vote, present in person or by proxy or, if a member is a body corporate, represented at the meeting.

8.3.4 If within half an hour after the time appointed for the meeting a quorum is not present, the meeting, if convened upon the requisition of members, shall be dissolved. In any other case it shall stand adjourned to the same day in the next week, at the same time and place or, if that day be a public holiday, to the next weekday not being a public holiday, and if at such adjourned meeting a quorum is not present within 15 (fifteen) minutes after the time appointed for the meeting, the members present in person or by proxy shall form a quorum subject to the provisions of section 64 of the Act as regards the requirements for the adoption of a special resolution.

8.3.5 Where a meeting has been adjourned as aforesaid or pursuant to 8.3.8 below the company shall, upon a date not later than 3 (three) days after the adjournment, give to members, a notice served in manner hereinafter appearing stating:

8.3.5.1 the date, time and place to which the meeting had been adjourned;

8.3.5.2 the matter before the meeting when it was adjourned; and

8.3.5.3 the ground for the adjournment.

8.3.6 The chairman of the board shall preside as chairman at every general meeting of the company.

8.3.7 If there is no such chairman or if at any meeting he is not present within 15 (fifteen) minutes after the time appointed for holding the meeting, the vice chairman of the board shall act as chairman or, failing him, the members present shall elect one of their number to be chairman of the meeting.

8.3.8 The chairman of the meeting may, with the consent of any meeting at which a quorum is present, and shall, if so directed by the meeting, adjourn the meeting from time to time and from place to place, but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place. When a meeting is adjourned, the provisions of articles 8.3.4 and 8.3.5 above shall mutatis mutandis apply to such adjournment.

8.3.9 At any general meeting a resolution put to the vote of the meeting shall be decided on a show of hands, unless a poll is demanded beforehand or on the declaration of the result of the show of hands:

8.3.8.1 by the chairman of the meeting; or

8.3.8.2 by at least 5 (five) members present in person or by proxy having the right to vote at the meeting; or

8.3.8.3 by any member or members present in person or by proxy having the right to vote at the meeting and representing not less than one-tenth of the total voting rights of all members having the right to vote at the meeting.

8.3.9 Unless a poll is demanded, a declaration by the chairman of the meeting that a resolution has, on a show of hands, been carried or carried unanimously or by a particular majority, or lost, and an entry made to that effect in the book of the proceedings of the company, shall be conclusive evidence of the fact, without proof of the number or proportion of the votes recorded in favour of or against such resolution.

8.3.10 If a poll is duly demanded it shall be taken in such manner as the chairman or the meeting directs, and the result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded. In determining the result of the poll the number of votes to which each member is entitled in terms of the articles shall be taken into account. Scrutineers shall be appointed by the chairman of the meeting to determine the result of the poll, and their decision, which shall be announced by the chairman of the meeting, shall, when announced, be deemed to be the resolution of the meeting at which the poll is demanded.

8.3.11 A poll, which is demanded on the election of a chairman of the meeting or on a question of adjournment, shall be taken forthwith. A poll demanded on any other question shall be taken at such time as the chairman of the meeting directs. The demand for a poll shall not prevent the continuation of a meeting for the transaction of any business other than the question upon which the poll has been demanded.

8.3.12 In the case of an equality of votes, whether on a show of hands or on a poll, the chairman of the meeting shall be entitled to a second or casting vote.

8.3.13 Subject to 6.6 above in relation to voting by associate members, on a show of hands every member who is not in arrears in payment of his membership fees shall have 1 (one) vote.

8.3.14 Subject to 8.3.17 below on a poll the total number of votes in the company shall be equal to the total amount of membership fees due and paid at the relevant date expressed in Rands, adjusted upwards or downwards to the nearest round number, and each member shall have the number of votes equal to his membership fees due and paid at that date, expressed in Rands and *mutatis mutandis* adjusted as aforesaid.

8.3.15 The membership fees due and paid by associate members shall not be taken into account in determining the total number of votes.

8.3.16 Any member entitled to attend and vote at a meeting of the company shall be entitled to appoint another person who is also a member of the company as his proxy, to attend and vote in his stead on a poll but not on a show of hands, and a proxy appointed to attend and vote instead of a member shall also have the same right as the member to speak at the meetings.

8.3.17 On a poll votes may be given either personally or by proxy.

8.3.18 The instrument appointing a proxy shall be in writing under the hand of the appointer or of his agent duly authorised in writing or, if the appointer is a body corporate, under the hand of an officer or agent authorised by such body corporate. Every notice convening a meeting of the company shall state that a member entitled to attend and vote is entitled to appoint one or more proxies to attend and speak and, on a poll, vote in his stead, provided that a proxy must also be a member.

8.3.19 The instrument appointing a proxy and the power of attorney or other authority, if any, under which it is signed or a notarially certified copy of such power or authority shall be deposited at the registered office of the company, not less than 48 (forty-eight) hours before the time for holding the meeting or adjourned meeting at which the person named in the instrument of proxy is to exercise his vote and failing compliance herewith such instrument shall not be treated as valid. No instrument appointing a proxy shall be valid after the expiration of 6 (six) months from the date when it was signed, unless so specifically stated in the proxy itself.

8.3.20 The instrument appointing a proxy may be in any form which the directors may approve and which complies with the provisions of section 189(5) of the Act, and shall be deemed to confer the power to demand or to join in a demand that a poll be taken.

8.3.21 A vote given in accordance with the terms of an instrument of proxy shall be valid notwithstanding the previous death or insanity of the principal or revocation of the proxy or of the authority under which the proxy was executed, provided that no intimation in writing of such death, insanity or revocation as aforesaid shall have been received by the company at its registered office before the commencement of the meeting or adjourned meeting at which the instrument of proxy is used.

8.3.22 No objection may be raised against the authority of a member to vote except during the meeting or adjourned meeting at which the vote objected against is cast or proffered and every vote, which has not been refused during such meeting, shall for all purposes be valid. Any such objection, which had been made timeously, shall be referred to the chairman of the meeting and his decision shall be final and binding.

8.3.23 Any corporate body which is a member of the company may by resolution of its directors, or other governing body, authorise such person as it thinks fit to act as its representative at any meeting of the company and the persons so authorised shall be entitled to exercise the same powers on behalf of the corporate body which he represents as that corporate body could exercise if it were an individual member of the company.

8.3.24 All resolutions at any general meeting of the company where a quorum is present shall, subject to the provisions of the Act in relation to special resolutions and unless stipulated to the contrary in the memorandum and articles of association of the company in respect of a particular matter, be taken by a majority vote.

8.4 Meeting quorum and adjournment (Section 64)

8.4.1 The annual general meeting shall deal with and dispose of all matters prescribed by the Act, including the consideration of the annual financial statements, the election of directors and the appointment of an auditor, and may deal with any other business laid before it. All business laid before any other general meeting shall be considered special business.

8.4.2 No business shall be transacted at any general meeting unless a quorum of members is present at the time when the meeting proceeds to business. Save as herein otherwise provided, 25% (twenty-five percent) in number of members entitled to vote, present in person or by proxy or, if a member is a body corporate, represented at the meeting.

8.4.3 If within half an hour after the time appointed for the meeting a quorum is not present, the meeting, if convened upon the requisition of the members, shall be dissolved; in any other case it shall stand adjourned to a day not earlier than seven days and not later than twenty-one days after the date of the meeting and if at such adjourned meeting a quorum is not present within half an hour after the time appointed for the meeting the members present in person or by proxy, or represented shall be a quorum.

8.4.4 The chairman, if any, of the Board of Directors shall preside as chairman at every general meeting of the company.

8.4.5 If there is no such chairman, or if at any meeting he is not present within fifteen minutes after the time appointed for holding the meeting or is unwilling to act as chairman, the members present shall elect one of their number to be chairman.

8.4.6 The chairman may with the consent of any meeting at which a quorum is present (and shall if so directed by the meeting), adjourn the meeting from time to time and from place to place, but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting at which the adjournment took place.

8.5 Member resolutions (Section 65)

8.5.1 For an ordinary resolution to be approved by members, it must be supported by more than 50% of the voting rights of those present, in person, by proxy or represented.

8.5.2 For a special resolution to be approved by members, it must be supported by at least 75% of the voting rights of those present, in person, by proxy or represented.

8.5.3 A special resolution adopted at a Members' meeting is not required for a matter to be determined by the Company, except those matters set out in section 65(11), or elsewhere in the Act.

- Section 65(11) A special resolution is required to –

d) Amend the company's Memorandum of Incorporation to the extent required by section 16(1)(c);

e) Approve the voluntary winding-up of the company, as contemplated in section 80(1); or

f) Approve any proposed fundamental transaction, to the extent required by Part A of Chapter 5.

9. Company records

The company will comply with the requirements as contained in section 24 – "Form and Standards for company records"; section 25 – "Location of company records" and section 26 – "Access to company records" of the Act.

9.1 Inspection of Minutes

The minutes kept of every general meeting and annual general meeting of the company may be inspected and copied as provided for in sections 24, 25 and 26 of the Act.

9.2 Minutes and Minute book

9.2.1 The board shall cause minutes to be kept in books provided for the purpose:

9.2.1.1 of all appointments of officers made by the board of directors;

9.2.1.2 of the names of the members of the board present at each meeting of the board and of any committee of the board of directors; and

9.2.1.3 of all resolutions and proceedings at all meetings of the company and of the board and of the committees of the board of directors, and any such minutes of any meeting of the company, of the board or of any committee, if purporting to be signed by the chairman of such meeting or by the chairman of the next succeeding meeting, shall be receivable as prima facie evidence of the matters of such minutes.

9.2.2 Every member of the board present at any meeting of the board shall sign his name in a book to be kept for that purpose.

10. Accounting records

10.1 The board shall cause such accounting records to be kept as are prescribed by section 28 of the Act – Accounting records.

10.2 The company will comply with the requirements, as set out in section 29 of the Act, in respect of financial statements.

10.3 The board shall, in terms of section 30 of the Act, cause to be prepared and laid before the company in general meeting such annual financial statements, group annual financial statements and group reports (if any) as are required by the Act.

10.4 Section 30 of the Act further requires that the company prepare Annual Financial Statements within six months after the end of the company's financial year.

10.5 The accounting records shall be kept at the registered office of the company or at such other place or places as the directors think fit, and shall always be open to inspection by the directors.

10.6 The board shall from time to time determine whether and to what extent and at what times and places and under what conditions or regulations the accounting records of the company or any of them shall be open to inspection by members not being directors, and no member (not being a director) shall have any right of inspecting any accounting records or document of the company except as conferred by the Act or authorised by the directors or by the company in general meeting.

10.7 A copy of the annual financial statements and group annual financial statements (if any), which is to be laid before the company in general meeting, shall not less than 15 (fifteen) business days before the date of the meeting, be sent to all such persons as are entitled to receive notices of general meetings of the company, provided that this article shall not require a copy of any of the aforementioned documents to be sent to any person of whose address the company is not aware.

10.8 The company will comply with such reporting requirements as may be determined by the Commissioner of the South African Revenue Services from time to time.

11. **Additional accountability requirements**

11.1 In terms of section 30(2)(b)(ii)(bb) the company elects to have the annual financial statements of the company independently reviewed in a manner that satisfies the regulations made in terms of section 30(7), subject to subsection 30(2A) of the Act.

11.2 In terms of section 34(2) of the Act, the Company does not elect to comply voluntarily with the extended accountability requirements set out in Chapter 3 of the Companies Act, 2008, except to the extent contemplated in section 84(1)(c), or as required by the company's MOI.

Application of Chapter 3 – Enhanced Accountability and Transparency

84(1) This Chapter applies to –

(c) a private company, a personal liability company or a non-profit company

(i) if the company is required by this Act or the regulations to have its annual financial statements audited every year: Provided that the provisions of Parts B and D of this Chapter will not apply to any such company; or

(ii) otherwise, only to the extent that the company's Memorandum of Incorporation so requires, as contemplated in section 34(2).

12. **Pre-acquisition profits**

In the discretion of the board and to the extent that it is lawful, if any asset, business or property is acquired by the company as from a date in the past (whether such date falls before or after the incorporation of the company) on condition that the income and gains and/or expenses thereof shall accrue to the company as from that date, such income/gain or expenses shall be credited or debited, as the case may be, in whole or in part to the income account, and any amount so credited or debited shall for all purposes be dealt with as an income/gain or expense.

13. **Avoidance arrangements**

The company is not knowingly and will not knowingly become a party to, and does not knowingly and will not knowingly permit itself to be used as part of, an impermissible avoidance arrangement contemplated in Part IIA of Chapter III, or a transaction, operation or scheme contemplated in section 103(5) of the Income Tax Act.

14. **Winding-up or Dissolution of the Company**

Despite any provision in any law or agreement to the contrary, upon the winding-up or dissolution of the company –

14.1 no past or present member or director of the company, or person appointing a director of the company, is entitled to any part of the net value of the company after its obligations and liabilities have been satisfied; and

14.2 the entire net value of the company must be distributed to one or more non-profit companies, registered external non-profit companies carrying on activities within the Republic, voluntary associations or non-profit trusts -

14.2.1 having objects similar to the company's main object; or

14.2.2 another entity approved by the Commissioner of the South African Revenue Services as set out in Section 30B of the Income Tax Act; or

14.2.3 a public benefit organisation approved in terms of section 30 of the Income Tax Act; or

14.2.4 an institution, board or body which is exempt from tax under section 10(1)(cA)(i) of the Income Tax Act; or

14.2.5 the government of the Republic in the national, provincial or local sphere; and

14.2.6 as determined –

14.2.6.1 in terms of the company's MOI;

14.2.6.2 by its members, if any, or its directors, at or immediately before the time of its dissolution; or

14.2.6.3 by the court, if the MOI, or the members or directors fail to make such a determination.

15. **Application of optional provisions of the Companies Act, 2008**

The Company does not elect, in terms of section 118(1)(c)(ii) to submit voluntarily to the provisions of Parts B and C of Chapter 5 of the Companies Act, 2008, and the Takeover Regulations provided for in that Act.

APPENDIX A

STELLENBOSCH

STELLENBOSCH . PNIEL . FRANSCHHOEK

Municipality • Umasipala • Munisipaliteit

APPLICATION : FUNDING OF EXTERNAL BODIES PERFORMING A MUNICIPAL FUNCTION

NOTE: ONLY APPLICATIONS ON THIS PRESCRIBED FORM WILL BE CONSIDERED

PLEASE COMPLETE THE FOLLOWING:

A **Registered name of organisation:**

FRANSCHHOEK WINE VALLEY TOURISM ASSOCIATION

B **Date and year in which the organisation was founded or incorporated (include brief description of business or activities of organisation):**

BUSINESS FOUNDED AND REGISTERED IN OCTOBER 2003.....

INFORMATION CENTRE AND TOURISM SERVICES TO LOCAL AND INTERNATIONAL VISITORS

DESTINATION MARKETING FOR ALL MEMBERS OF THE ASSOCIATION

INCLUDING VIGNERONS DE FRANSCHHOEK, ACCOMMODATION, RESTAURANTS, RETAIL AND SERVICES

SOCIAL DEVELOPMENT PROJECTS ARE UNDERTAKEN

C **Address:**

(i) Street	(ii) Postal
66b Huguenot Road	.....
FRANSCHHOEK	.....
7690	.....

Contact details:

Name and Surname: RUTH MC COURT

Title/Position held: CEO

Tel: 066 224 6360 E-mail: ceo@franschhoek.org.za

D **List <u>ALL</u> the directors / board / committee members / shareholders / trustees of the organization (use additional pages if necessary):**

Name and Surname: **HEIN KOEGELENBERG**

Position: CHAIRMAN

Contact Address and tel. no: LA MOTTE - 021 876 3119

Name and Surname: **JAN VAN HUYSSTEEN..**
Position: ...FINANCIAL DIRECTOR
Contact Address and tel. no: RICKETY BRIDGE - 021 876 212

Name and Surname: **REG LASCARIS..**
Position: BOARD MEMBER
Contact Address and tel. no: Rose Cottage - 0836263618

Name and Surname: **RAYMOND NDLOVU**
Position: BOARD MEMBER
Contact Address and tel. no: Black Elephant Vintners – 021 876 2903

Name and Surname: **ANN FERREIRA**
Position: BOARD MEMBER
Contact Address and tel. no: annferreira01@gmail.com – 082 909 1116
Name and Surname: **RAYMOND NDLOVU**
Position: BOARD MEMBER
Contact Address and tel. no: Black Elephant Vintners – 021 876 2903

Name and Surname: **AMY KLEINHANS-CURD**
Position: BOARD MEMBER
Contact Address and tel no: amy@plp.co.za – 082 994 1111

Name and Surname: **CARLA MALHERBE**
Position: BOARD MEMBER
Contact Address and tel. no: Rupert & Rothschild – 021 874 1648

Name and Surname: **GORDON FRAZER**
Position: BOARD MEMBER
Contact Address and tel. no: Auberge Clermont – 021 876 3700

Name and Surname: **JEREMY DAVIDS**
Position: BOARD MEMBER
Contact Address and tel. no: Franschhoek Hospitality Academy – 082 472 5156

Name and Surname: **PAUL SIGUQA**
Position: BOARD MEMBER
Contact Address and tel no.: Klein Goederust – 082 397 6703

D	**Indicate in which ward the organisation is active:** Ward: ONE & TWO Is the organisation a non-profit company? Yes No If yes, provide company registration number: 2003/026592/08 Is the organisation a non-profit organisation as contemplated in section 13 of the Non-Profit Organisation Act, 1997? Yes No If yes, provide registration number: _____- Is the organisation a public benefit organisation as contemplated in terms of the Income Tax Act, 1962? Yes No If yes, provide registration number: _____- Is funding required for a specific project? Yes No If yes, attach details separately. Budget amount of projects: ..... Duration of project: ..... Is funding required for general support? Yes No If yes, attach a copy of the organisation's overall budget and business plan.

E	**Category:** Please categorise your application (mark with x): Tourism Destination Marketing & Visitors Information X Tourism Development X Animal Welfare Note: For more detail, see attached Funding of External Bodies Performing a Municipal Function Policy.(general guidelines and categories) Please indicate the specific type of project/programme, as per the Funding of External Bodies Performing a Municipal Function Policy IN ORDER TO CREATE A SUSTAINABLE, CREDIBLOE AND CARING TOWN BY EMPOWERING AND BUILDING COMMUNITIES AND ENHANCING GROWTH AND SHARING THROUGH PARTNERSHIPS, WHETHER THROUGH LOCAL ECONOMIC DEVELOPMENT OR TOURISM.
F	**The following MUST accompany this application:** 1. A copy of the latest, audited financial statements. 2. A copy of the Organisation's Constitution or Memorandum of Incorporation as well as the resolutions/minutes adopting the Constitution or Memorandum of Incorporation. 3. A copy of a project/programme description and/or a business plan for the ensuing financial year. Including the following: • Full details of the proposal or project including its objectives, the number of people who will benefit and how the project will contribute or enhance the strategic objectives of Stellenbosch Municipality. • Commencement and completion dates of the project. • Information on the total cost of the project budget, including a breakdown of costs and an outline of any contribution by fundraising and/or own contribution. • A list of all other sources of funding together with the assessments. • A summary of past achievements. • References independent of the applicant and its executive. 4. An original copy of a correctly completed creditors control form of Stellenbosch Municipality. 5. If the Organisation received funding from Stellenbosch Municipality in the preceding financial year, you need to account for the expenditure of the funding received with your new application. 6. If the Organisation received funding from other bodies, please identify and list the amounts received;

	7. If the Organisation is a non-profit company as defined in the section 1 of the Companies Act, 2008, a certificate/letter issued by the Companies and Intellectual Property Commission (CIPC) confirming registration must be attached; 8. If the Organisation has been registered as a "non-profit" organisation in terms of the Non-Profit Organisation Act, 1997, a certificate/letter issued by the Department of Social Development confirming registration as a non-profit organisation must be attached; 9. If the Organisation has been registered as a "Public Benefit Organisation" in terms of the Income Tax Act, 1962, a certificate/letter issued by SARS confirming the Organisation's tax exemption status must be attached; and 10. Valid Tax Clearance Certificate issued by SARS.
G	**The following shall apply:** 1. The allocation of funds will only be considered if the application document has been fully completed and signed and is accompanied by the required and supporting documentation referred to therein. Applicants must in their submission clearly indicate / specify and motivate what the funding will be utilised for. 2. The funding must be exclusively utilised for the purpose defined and the successful applicant must submit the necessary undertaking to this effect. 3. Applicants must in their submission satisfy the Council of their ability to execute the project successfully. 4. Organisations who have already received financial or other assistance from the Council during the previous financial year must specify same in their application. 5. No funding will be considered for political groupings, church/sectarian bodies or ratepayers organisations. 6. No funding will be considered where only an individual will benefit or where a member of Council or an official of Stellenbosch Municipality will receive any financial or other gain. 7. Projects outside the boundaries of the Council will not be considered. 8. Subsequent requests from applicants to cover overspending on projects will not be considered. 9. Council will not pay any funds to anyone who has already procured against the perception that they will receive any municipal funds. 10. Successful applicants must at all times comply with the provisions of Section 67(1) of the Municipal Finance Management Act No. 56 of 2003 which *inter alia* stipulates that the organisation or body has to:- • Enter into and comply with a Memorandum of Agreement with the Municipality as well as with all reporting, financial management and auditing requirements as may be contained in such agreement. This memorandum of agreement will bind the successful applicant to deliver on what the application speaks to, but also to commit to become involved with municipal programmes of the community where it functions. The Memorandum of Agreement will be made available to successful applicants for completion. • Report monthly on the actual expenditure of the amount allocated.

	11. The Council reserves the right not to give funding to any or all organisations applying. 12. Having been awarded funding previously does not give an applicant the right to receive a grant/funding again. 13. Funding will not be considered where a project or organisation is already receiving funds from Council in terms of Council's functions. Applicants are required to disclose other sources of funding, failing which such applicant will be disqualified. 14. Funding will not be considered where in Council's opinion, an organisation received sufficient funds from other sources to sustain its activities or the project applied for. For this purpose, organisations must submit financial statements and budget for the ensuing financial year. 15. Organisations having received funding from Stellenbosch Municipality during the previous financial year, are required to attached to any new application, a copy of the financial statements relating to the year in which the funding was received from Council, as required in terms of section 67(1) of the Municipal Finance Management Act, 2003 (MFMA). (The Funding of External Bodies Performing a Municipal Function Policy must be consulted for the sake of completeness)
H	**Undertaking:** I/We hereby verify that the information provided in this application is true and correct and that the conditions applicable to the allocation of funds as set out above have been read, understood and will be complied with. I/We also declare that the organisation implements effective, efficient and transparent financial management and internal control mechanisms to guard against fraud, theft and financial mismanagement and has in the past complied with requirements for similar transfer(s) of funds. This completed and signed at Franschhoek on this14th day of March 2024 Ruth MCourt **Chairperson / Authorised Representative** CBarnard **Secretary / Duly Authorised Signatory**

I	**Please take note:** (i) That completed application forms together with all the required documentation must be delivered to: **Director: Planning and Economic Development** **P O Box 17** **Stellenbosch** **7599** Or delivered to: **58 Andringa Street** **Stellenbosch** **7600** (ii) That the closing date for the submission of applications is .....at ..... (iii) That **neither late nor incomplete applications** shall be considered.

STELLENBOSCH
STELLENBOSCH • PNIEL • FRANSCHHOEK
MUNISIPALITEIT • UMASIPALA • MUNICIPALITY

CREDITOR CONTROL FORM / KREDITEUR KONTROLE VORM

COMPANY DETAILS

CREDITOR CONTACT DETAIL / KREDITEUR KONTAK BESONDERHEDE (Supplier / Verskaffer, Organization / Organisasie)

REGISTERED NAME / GEREGISTREERDE NAAM	Franschhoek Wine Valley Tourist Association NPC

PHYSICAL STREET ADDRESS / FISIESE STRAAT ADRES:	POSTAL ADDRESS / POS ADRES: (If different to physical address)
STREET NAME: 66B Huguenot Street SUBURB: Franschhoek TOWN:	PO BOX 178 TOWN Franschhoek
POSTAL CODE: 7690	POSTAL CODE: 7690
TEL:	FAX / FAKS:

PERSON

CREDITOR CONTACT PERSON DETAIL / KREDITEURE KONTAK PERSOON BESONDERHEDE

NAME AND SURNAME / NAAM EN VAN	Cynthia Barnard	
TEL: 066 224 6360	FAX / FAKS:	CELL / SEL: 078 728 8683
EMAIL / EPOS: accounts@franschhoek.org.za		

BANK DETAILS

CREDITOR BANKING DETAIL / KREDITEURE BANK BESONDERHEDE:

NAME OF BANK / NAAM VAN BANK	Nedbank		
BANK ACCOUNT NAME / BANK REKENING NAAM	Franschhoek Wine Valley Tourist Association NPC		
BANK ACCOUNT NUMBER / BANK REKENING NOMMER	1670013243		
BRANCH NUMBER / TAKKODE:	167 005		
ACCOUNT TYPE / TIPE REKENING	CHEQUE / TJEK	X	
	SAVING / SPAAR		
	TRANSM		
VAT REGISTERED / BTW GEREGISTREER	YES / JA	X	VAT / BTW NO: 4930209475
	NO / NEE		

Nedbank Limited
Reg No. 1951/000009/06
Nedbank Retail Relationship Banking
15 MAR 2024
BANK STEMPEL
RETAIL RELATIONSHIP BANKING

SIGNATURE / HANDTEKENING: CBarnard Ruth MCount

OFFICE USE / KANTOOR GEBRUIK

CREDITOR NO / KREDITEUR NO:

Create a new creditor / Skep van nuwe Krediteur
Changing of creditors details / Verandering op Krediteur inligting
Deleting of creditor / Uitwis van Krediteur

REQUESTED BY: AANGEVRA DEUR:	DATE: DATUM:	DEPARTMENT: DEPARTEMENT
MOTIVATION: MOTIVERING:		
ENTERED BY: INGEVOER DEUR:		DATE: DATUM:

FRANSCHHOEK WINE VALLEY
Income Statement for Period Ending June 2024

	Feb 24			YTD		
	Actual	Budget	Variance	Actual	Budget	Variance
INCOME						
MEMBERSHIP	18 860	16 273	2 587	1 309 993	1 404 163	(94 170)
Membership Fees	10 621	13 159	(2 538)	655 428	636 715	18 713
Membership - Accommodation Sector	4 953	729	4 224	219 284	214 539	4 745
Membership - Vignerons sector	1 820	520	1 300	346 424	350 343	(3 919)
Membership - Restaurant sector	1 029	1 201	(172)	99 174	103 794	(4 620)
Membership - Retail & Other sectors	437	363	74	65 586	95 171	(29 585)
Debit Order Fee	-	301	(301)	421	3 601	(3 180)
Rebate on Levy Payments	-	-	-	(76 325)	-	(76 325)
Membership - early settlement discount	-	-	-	-	-	-
GRANTS	-	-	-	2 018 555	2 018 555	-
Municipal Grant	-	-	-	2 018 555	2 018 555	-
DEVELOPMENT & CORPORATE SOCIAL RESP.	-	-	-	119 139	80 000	39 139
Sponsorship - Development Specific	-	-	-	132 174	50 000	82 174
BR & E Programme	-	-	-	-	30 000	(30 000)
FESTIVALS & EVENTS - nett profit	-	20 000	(20 000)	-	206 000	(206 000)
Bastille	-	-	-	-	-	-
Champagne Festival	-	-	-	-	-	-
Franschhoek Uncorked	-	-	-	-	-	-
Summer Wines Festival	-	-	-	-	-	-
Other Events	-	20 000	(20 000)	-	103 000	(103 000)
TOURISM LEVY	81 510	81 363	147	548 810	971 004	(422 194)
Marketing Levy - Accommodation	64 132	38 717	25 415	404 731	463 122	(58 391)
Marketing Levy - Vignerons	17 336	32 865	(15 529)	143 786	393 121	(249 335)
OTHER INCOME	42 248	25 538	16 710	302 953	331 679	(28 726)
Interest	33 801	19 646	14 155	265 226	235 000	30 226
Franschhoek Networking	-	-	-	-	-	-
Sales	1 230	84	1 146	3 639	1 000	2 639
Franschhoek Trail Network - Maps	-	73	(73)	35	876	(841)
Commission - MRNR map sales	22	80	(58)	142	950	(808)
Commission - MRNR permit sales	-	263	(263)	446	3 145	(2 699)
Commission - BRD trail permit sales	1 019	1 262	(243)	6 204	15 098	(8 894)
Berg River Dam Permit Sales	6 177	4 130	2 047	26 914	75 610	(48 696)
TOTAL INCOME	142 618	143 174	(556)	4 299 450	5 011 401	(711 951)
EXPENDITURE						
ADMINISTRATION	66 101	71 662	5 561	984 988	1 122 124	137 156
Accounting Fees	-	376	376	2 500	4 500	2 000
Audit	-	-	-	40 270	40 250	(20)
Bank Charges	3 485	2 090	(1 395)	21 111	25 000	3 889
Debit Order Fees	-	301	301	328	3 601	3 273
Computer expenses	2 774	3 650	876	33 195	45 000	11 805
Electricity	870	1 467	597	11 913	17 551	5 638
Insurance	1 231	-	(1 231)	32 386	35 000	2 614
Repairs & Maintenance	1 546	1 672	126	230 851	20 000	(210 851)
Security Alarm	508	530	22	8 047	6 000	(2 047)
Stationery	8 788	1 505	(7 283)	22 710	18 000	(4 710)
Telephone/Fax	1 491	1 655	164	12 180	19 800	7 620
Travel Claims	-	3 520	3 520	8 298	19 795	11 497
Bad Debts	-	-	-	12 218	135 000	122 783
Rent	6 547	7 300	753	43 224	75 200	31 976
Legal Fees	4 717	12 000	7 283	26 827	50 000	23 173
Consumables	216	850	634	3 366	9 540	6 174
Subscriptions/membership	2 649	1 406	(1 243)	14 455	16 813	2 358
Cleaning	325	1 470	1 145	12 092	17 622	5 530

FRANSCHHOEK WINE VALLEY
Income Statement for Period Ending June 2024

	Feb 24			YTD		
	Actual	Budget	Variance	Actual	Budget	Variance
Penalties & Interest	-	-	-	-	-	-
Sundry Purchases	-	-	-	767	-	(767)
Office Equipment Rental	13 932	19 061	5 129	213 325	227 996	14 671
Website & e-mail hosting & usage	8 407	1 700	(6 707)	35 343	22 000	(13 343)
Bulk Mailer - Mail Blaze	5 557	9 124	3 567	78 438	109 136	30 698
Write Off	-	-	-	22 610	-	(22 610)
Depreciation	2 799	1 985	(814)	17 103	23 820	6 717
DEVELOPMENT & CORPORATE SOCIAL RESP.	-	-	-	**73 667**	**174 600**	**100 933**
Development Specific Sponsorship expendi	-	-	-	1 000	-	(1 000)
BR & E Programme	-	-	-	-	30 000	30 000
School Project	-	-	-	-	-	-
Development Co-ordinator	-	-	-	-	-	-
MARKETING	**82 812**	**146 830**	**64 018**	**619 436**	**1 308 776**	**690 340**
Advertising - marketing	2 650	10 816	8 166	63 650	129 099	65 449
Public Relations	10 435	12 500	2 065	69 652	126 000	56 348
Marketing Consulting Fees	12 000	12 000	-	92 870	144 000	51 130
Event Management	13 043	15 000	1 957	114 130	165 000	50 870
Members Ambassador	-	-	-	-	-	-
Marketing - Branding	-	-	-	9 069	-	(9 069)
Maps Tourism Routes	-	-	-	-	-	-
Labour Consultant - Members	-	2 508	2 508	-	30 000	30 000
Business Entertainment	1 500	2 800	1 300	23 408	35 000	11 592
Visual & Video Content & Design	-	-	-	-	-	-
Website Development	-	5 000	5 000	-	35 000	35 000
Social Media	(1 957)	18 500	20 457	101 630	216 000	114 370
E-mail Banners	-	500	500	19 681	15 000	(4 681)
Instagram	-	-	-	-	10 000	10 000
Facebook Adverts	7 848	4 598	(3 250)	36 230	55 000	18 770
Research	-	-	-	-	-	-
Routes Marketing	-	10 000	10 000	3 474	55 000	51 526
Adventure Tourism	25 650	6 354	(19 296)	26 277	76 002	49 725
Vignerons Special Projects	-	-	-	-	-	-
Delice Membership	-	-	-	-	-	-
Outdoor Routes Project	-	-	-	-	-	-
STAFF COSTS	**153 527**	**142 470**	**(11 057)**	**1 343 768**	**1 652 027**	**308 259**
Salaries	120 285	110 507	(9 778)	966 178	1 321 850	355 673
SDL & UIF & PAYE	32 409	25 746	(6 663)	299 277	307 960	8 683
TERS	-	-	-	-	-	-
Staff Expenses	383	-	(383)	1 039	-	(1 039)
Workmens Compensation	-	6 217	6 217	-	6 217	6 217
Temp staff	-	-	-	-	-	-
TOTAL EXPENDITURE	**302 440**	**360 962**	**58 522**	**3 021 839**	**4 258 527**	**1 236 688**
NET PROFIT / (LOSS) BEFORE TAX	**(159 822)**	**(217 788)**	**57 966**	**1 277 611**	**752 874**	**524 737**
NET PROFIT / (LOSS) AFTER TAX	**(159 822)**	**(217 788)**	**57 966**	**1 277 611**	**752 874**	**524 737**

NOVA NEXUS
EVENTS

15 March 2024

TO WHOM IT MAY CONCERN

I am writing this letter to express my strong support for Franschhoek Wine Valley's grant-in-aid application and to highlight the significant impact the organization has had on increasing tourist numbers and contributing to the economic development of the Franschhoek community.

As a company that has had numerous interactions with the office and an active member of the local business community, I have witnessed firsthand the positive influence Franschhoek Wine Valley has had on our town. Through its various initiatives and programs, the organization has played a crucial role in attracting tourists and promoting The Greater Stellenbosch as a premier destination for both local and international visitors.

Franschhoek Wine Valley has implemented a range of innovative marketing campaigns and events that have effectively showcased the unique cultural, historical, and natural assets of Franschhoek. These efforts have not only increased awareness of our town as a tourist destination but have also resulted in a steady growth in tourist numbers over the years. This influx of visitors has had a direct and positive impact on local businesses, including hotels, restaurants, and retail establishments, leading to job creation and economic growth within the community.

Furthermore, Franschhoek Wine Valley has actively collaborated with other local stakeholders, such as the Ratepayers Association, to develop and implement strategic plans to attract tourists and promote sustainable tourism practices. Their commitment to community engagement and partnership has been instrumental in fostering a sense of pride and ownership among residents, as well as strengthening the overall tourism ecosystem in Franschhoek.

I believe that supporting Franschhoek Wine Valley's grant-in-aid application will not only recognize their outstanding contributions thus far but also enable them to continue their invaluable work in enhancing the tourism industry and driving economic development in Franschhoek. The requested grant will provide the necessary resources for the organization to expand its initiatives, reach a wider audience, and create even more opportunities for growth and prosperity in our community.

In conclusion, I wholeheartedly endorse Franschhoek Wine Valley's application for grant-in-aid and urge the Stellenbosch Municipality to consider their request favourably. The organization's commitment to promoting tourism and driving economic development aligns perfectly with the municipality's vision for a vibrant and sustainable Franschhoek.

Please do not hesitate to contact me if you require any further information or have any questions regarding this application. Thank you for your attention to this matter.

Kind regards

Brent Abrahams

La Casella, Off Raithby Road, Somerset West, P O Box 1, Somerset West, 7129
Tel: 0832823268 / brent@wempic.co.za

Enterprise Name: Nova Nexus (Pty) Ltd. / Director: BV ABRAHAMS / Reg No. 2022 / 760919 / 07

15 March 2024

TO WHOM IT MAY CONCERN

I am writing to express my wholehearted support for the grant application submitted by FWV. As Editor at Franschhoek Life, I have had the privilege of witnessing firsthand the remarkable contributions FWV has made to our local economy and the tourism sector.

FWV has been instrumental in driving economic growth within our community. Their initiatives have not only created employment opportunities but have also stimulated local businesses by attracting a significant number of tourists to our region. The organization's efforts have led to a noticeable increase in tourist numbers, which has, in turn, generated substantial revenue for the local economy.

Moreover, the presence of FWV has catalyzed the development of infrastructure and services that cater to visitors, further enhancing our area's appeal as a tourist destination. This has had a ripple effect, contributing to the overall vibrancy and sustainability of our economy.

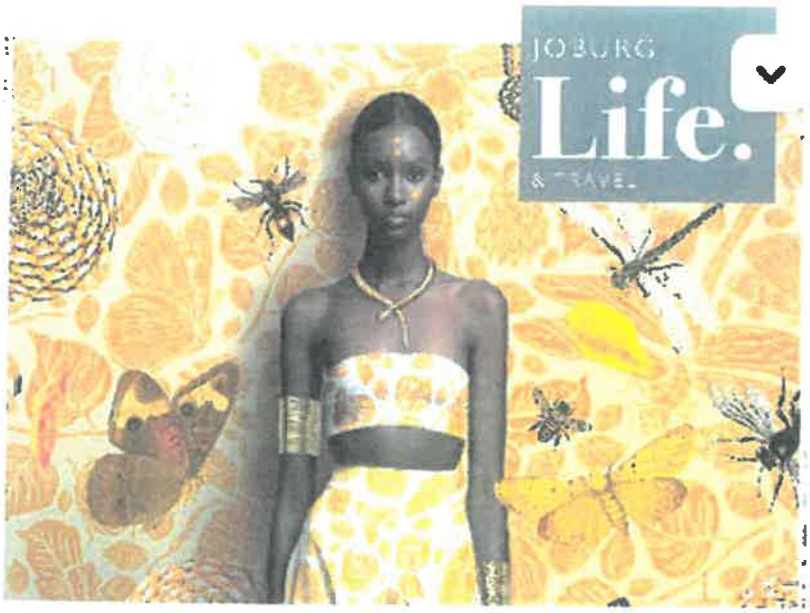
The impact of FWV extends beyond mere numbers; it has elevated our community's profile on the global stage, making it a sought-after location for travelers from around the world. The organization's dedication to excellence and innovation in promoting tourism is commendable and deserving of support.

I am confident that with the aid of this grant, FWV will continue to expand its positive influence on our economy and tourism industry. Their proven track record of success assures me that any investment in their initiatives will yield significant returns for the community and the broader tourism sector.

Please feel free to contact me if you require further information or a more detailed account of FWV's impact on our local economy and tourism.

Thank you for considering this application.

Martine Bauer
Editor
hello@franschhoeklife.co.za
0832636997
Read our latest issue & download our newsletter https://lifebrands.co.za/



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discover
MANZ ART

Certificate issued by the Commissioner of Companies & Intellectual Property Commission on Friday, September 23, 2011 at 12:17

Companies and Intellectual Property Commission

Certificate of Director Amendments

CoR 39 Registration Number: 2003/028592/08
Enterprise Name: FRANSCHHOEK WINE VALLEY TOURIST ASSOCIATION

ENTERPRISE INFORMATION

Registration Number	2003 / 028592 / 08
Enterprise Name	FRANSCHHOEK WINE VALLEY TOURIST ASSOCIATION
Enterprise Shortened Name	
Enterprise Translated Name	
Registration Date	23/10/2003
Business Start Date	23/10/2003
Enterprise Type	Non Profit Company
Enterprise Status	In Business
Financial Year End	June
Number of Directors	12
Description of Principal Business	

Addresses	POSTAL ADDRESS	ADDRESS OF REGISTERED OFFICE
	PO BOX 920 SELLENBOSCH 7599	DE WATERKANT BUILDING 10 HELDERBERG STREET STELLENBOSCH 7600

DETAILS OF AUDITOR / ACCOUNTING OFFICER

Name	LOUBSER DU PLESSIS INC
Membership/Practice No	944270
Profession	Chartered Accountants
Postal Address	P.O.BOX 920 STELLENBOSCH 7599
Telephone Number	
Fax Number	
Email Address	
Cell Number	
Appointment Date	30/09/2008

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

Postal Address: Companies
P O Box 429
Pretoria
0001

Docex: 256
Web: www.cipc.co.za
Contact Centre: 086 100 2472 (CIPC)
Contact Centre (International): +27 12 394 9500

AX EXEMPTION UNIT

ENQUIRIES
MRS. RM GOMES

TELEPHONE
012 422-8823

FACSIMILE
012 422-8830 / 50

EMAIL

EXEMPTION NO*
930 014 075

OUR REFERENCE NO*

DATE
27 October 2008

South African Revenue Service

Tax Exemption Unit (TEU)
Pro Equity Court
1250 Pretorius Street
Hatfield, 0083

PO Box 11955
Hatfield, 0028

SARS online: www.sars.gov.za
Email: teu@sars.gov.za
Switchboard: (012) 422 8800

* Please quote both reference numbers in your correspondence with the TEU

Ms. A van Deventer
LDP Business Advisors and Auditors
PO Box 920
STELLENBOSCH
7599

Dear Madam

INCOME TAX EXEMPTION: FRANSCHOEK WINE VALLEY TOURISM ASSOCIATION

We write with reference to your facsimile transmission dated 7 October 2008.

The exemption from income tax provided in sections 10(1)(d)(iii) / (iv)(aa) / (iv)(bb) of the Income Tax Act (the Act), which came into operation on 15 July 2001, is subject to approval by the Commissioner and such conditions as the Minister may prescribe by way of regulation. This means the Minister has a discretionary power to publish regulations. To date, no regulations have yet been published. It is, however, the Minister's intention to publish such regulations.

1. In view of the aforementioned it is therefore confirmed that: -

   1.1 the receipts by or accruals to the Association are exempt from income tax in terms of section 10(1)(d)(iii) of the Act;

   1.2 donations by or to the Association are exempt from donations tax in terms of section 56(1)(h) of the aforementioned Act.

2/...

2. Kindly note that the relevant exemptions are subject to the following conditions:

   2.1 Income Tax Returns must be submitted to the Tax Exemption Unit annually, together with financial statements and supporting documentation showing how the income has been expended.

   2.2 **The exemptions approved in paragraph 1 above will be reviewed once the regulations and/or possible new legislation relating to section 10(1)(d)(iii) and (iv) of the Act comes into operation.**

Sincerely

RMGomes

Mrs. RM Gomes
Tax Exemption Analyst
for THE COMMISSIONER SOUTH AFRICAN REVENUE SERVICE

SARS

TAX COMPLIANCE STATUS
PIN Issued

FRANSCHHOEK WINE VALLEY TOURIST
ASSOCIATION NPC
PO BOX 920
STELLENBOSCH

7599

Enquiries should be addressed to SARS:

Contact Detail

SARS
Alberton
1528

Contact Centre Tel: 0800 00 SARS (7277)
SARS online: www.sars.gov.za

Details

Taxpayer Reference Number: 9121691159

Always quote this reference number when contacting SARS

Issue Date: 2023/04/13

Dear Taxpayer

TAX COMPLIANCE STATUS PIN ISSUED

The South African Revenue Service (SARS) has issued your tax compliance status (TCS) PIN as indicated below:

TCS Details:	
Taxpayer Name	Franschhoek Wine Valley Tourist Association Npc
Trading Name	FRANSCHHOEK WINE VALLEY TOURIST ASSOCIATION
Tax Reference Number(s)	IT - 9121691159 PAYE - 7780749422
Purpose of Request	Good Standing
Request Reference Number	0004029227GS1304230815267
PIN	D8436F721S
PIN Expiry Date	13/04/2024

You may authorise a third party to view your TCS by providing them the PIN. The PIN only allows the third party access to your TCS. All other tax information remains secure.

Your TCS displayed is based on your compliance as at the date and time the PIN is used.

You may cancel this PIN at any time before the expiry date reflected above. Once cancelled, a third party will not be able to verify your TCS.

SARS reserves the right to cancel this PIN in the event that it was fraudulently issued or obtained.

Should you have any other queries please call the SARS Contact Centre on 0800 00 SARS (7277). Remember to have your taxpayer reference number at hand when you call to enable us to assist you promptly.

Sincerely
ISSUED ON BEHALF OF THE SOUTH AFRICAN REVENUE SERVICE

Name:	FRANSCHHOEK WINE VALLEY TOURIST	Timestamp:	11278186
Tax reference No:	9121691159	Year:	2024
Form ID:	RFDTCS	Page of Page:	01/01
Content Version:	v2013.01.01	Template version:	v2013.01.01

APPENDIX 3

Table of Content

1. Municipal Notice

2. Application: Funding of external Bodies performing a municipal function 2024 / 2025

3. Latest Audited financial statement

4. Organisation Constitution / Memorandum of Incorporation

5. Project / Programme description / Business Plan

    - Including objectives
    - Commencement and completion dates
    - Costing of the project/ budget
    - Other sources of funding

6. Creditors control form

7. CIPC – Confirming registration

8. Valid Tax Clearance Certificate

STELLENBOSCH
STELLENBOSCH • PNIEL • FRANSCHHOEK
MUNICIPALITY • UMASIPALA • MUNISIPALITEIT

MUNICIPAL NOTICE:

APPLICATIONS FOR THE FUNDING OF EXTERNAL BODIES PERFORMING A MUNICIPAL VIDED BY THE POLICY FOR THE FUNDING OF BODIES PERFORMING A MUNICIPAL AD WITH SECTION 80(2) OF THE LOCAL GOVERNMENT: SYSTEM ACT, 32 OF 2000, FINANCIAL YEAR 2024 / 2025

en to external bodies performing a Municipal Function as provided by the Policy for the Performing a Municipal Function read with Section 80(2) of the Local Government: Act, Act 32 of 2000, and who qualify for financial assistance to apply in line with the cy of the Stellenbosch Municipality.

within the Stellenbosch (WC024) Municipality's administrative boundaries that provide cipal Function of:

sm and Tourism Development.

ceived on the prescribed application form and accompanied by the required information, ncial statements, covering letter, and supporting documentation received by the Office of mic Development & Tourism by **no later than 12:00** midday on **18 March 2024** will be

be required to conduct a presentation, as noted in the application form, to the Evaluation

olicy and application form is available during the office hours from the Offices of the evelopment and Tourism located at:

ng, c/o Plein and Ryneveld Street
ch, 7600
il from:
dro
dro@stellenbosch.gov.za) 021 808 8974

es of the documents are available on the Stellenbosch Municipal official website at: ov.za

MUNISIPALE KENNISGEWING

OPENBARE KENNISGEWING: AANSOEK OM SKENKINGS VIR DIE BEFONDSING VAN I MUNISIPALE FUNKSIE VERRIG SOOS VERVAT IN DIE BELEID VIR DIE BEFONDSING ENTITEITE WAT 'N MUNISIPALE FUNKSIE VERRIG, SAAMGELEES MET ARTIKEL 80(2) PLAASLIKE REGERING: MUNISIPALE STELSELSWET, WET 32 VAN 2000 VIR DIE FINANSIELE JAAR

Kennisname geskied hiermee vir Eksterne Entiteite wat 'n Munisipale Funksie verrig soo vir die Befondsing van Entiteite wat Munisipal Funksie Verrig, saamgelees met Artikel 8 Plaaslike Regering: Munisipale Stelselwet, Wet 32 van 2000 en wat kwalifiseer vir finansie te doen ingevolge die bepalings vervat in die bostaande beleid van Stellenbosch Munisipa

Slegs organisasies binne die Stellenbosch (WC024) Munisipale administratiewe gren ondersteie funksies verrig:

- Plaaslike Toerisme en Toerisme-ontwikkeling.

Slegs aansoeke wat op die voorgeskrewe aansoekvorm ingedien word en vergesel word inligting, dokumentasie, finansiele state, dekkingsbrief, en stawende dokumentasie wat Kantoor van die Bestuurder: Ekonomiese Ontwikkeling & Toerisme **teen 12:00 middag** o oorweeg word. Aansoekers sal ook verlang word om 'n voorlegging te doen, soos aansoekvorm, aan die Evalueringspaneel.

Afskrifte van die betrokke beleid en aansoekvorm is beskikbaar gedurende kantoorure b Afdeling: Ekonomiese Ontwikkeling & Toerisme gelee te:

- NPK Gebou h/v Plein & Ryneveldstraat,
  Stellenbosch, 7600
  Of per e-pos by:
- Sharon Pedro
  (sharon.pedro@stellenbosch.gov.za) 021 808 8974

Aflaaibare kopie is ook beskikbaar op die Stellenbosch Munisipale webwerf: www.stellenl

Geraldine Mettler
Munisipale Bestuurder
Kennisgewing No:

Eikestad Nuus

APPENDIX 32

STELLENBOSCH MUNICIPALITY

FINANCING OF EXTERNAL BODIES PERFORMING MUNICIPAL FUNCTIONS

2023/2024

STELLENBOSCH MUNICIPALITY

FINANCING OF EXTERNAL BODIES PERFORMING MUNICIPAL FUNCTIONS POLICY

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1. DEFINITIONS

1.1 In this policy unless the context indicates otherwise:

1.1.1 "**Accounting Officer**" means the Municipal Manager as referred to in section 60 of the Local Government: Municipal Finance Management Act, 56 of 2003 ("MFMA");

1.1.2 **"Approved Budget"** means the Municipality's annual budget approved by the Council in terms of section 24 of the MFMA and include an adjustment budget in terms of Section 28 of the MFMA;

1.1.3 **"Community"** means the residents within the Stellenbosch WC024 area;

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

1.1.5 **"Director"** means a person appointed in terms of section 56 of the Systems Act who is directly accountable to the Municipal Manager;

1.1.6 **"Executive Mayor"** means the councillor elected as the Executive Mayor in terms of section 55 of the Local Government: Municipal Structures Act, 32 of 2000 ("the Structures Act");

1.1.7 **"Chief Financial Officer"** or "CFO" means an official as envisaged in section 80(2)(a) of the Local Government: Municipal Finance Management Act, 56 of 2003 ("MFMA");

1.1.8 **"Grant"** means a grant or allocation, as referred to in section 17(3)(j(ii) and 17(3)(j(iv) of the MFMA, made by the Municipality to any organisation or body referred to in section 67(1) and to be utilised to assist the Municipality in fulfilling its constitutional mandates including local tourism, municipal health services and such other municipal functions contemplated in Part B of Schedules 4 and 5 of the Constitution;

1.1.9 **"Grant Committee"** means the Committee established in terms of clause 7 of this policy;

1.1.10 **"official"** means an employee in the service of the Municipality;

1.1.11 **"organisation or body"** means those organisations or bodies outside any sphere of government making application for Grants in terms of this Policy, Which include associations, non-profit organisations or companies or trusts;

1.1.12 **"the Systems Act"** means the Local Government: Municipal Systems Act, 32 of 2000;

1.1.13 **"the Structures Act"** means the Local Government: Municipal Structures Act, 117 of 1998;

1.1.14 **"the MFMA"** means the Local Government: Municipal Finance Management Act, 56 of 2003;

1.1.15 **"the Municipality"** means the Stellenbosch Municipality and reference to Council has a similar meaning;

1.1.16 **"the Policy"** means the Financing of External Organisation/Bodies Performing Municipal Function Policy as set out in this document.

1.1.17 **"service delivery agreement"** or "MOA" means the agreement entered into between the Municipality and any organisation or body which received a Grant in terms of this Policy.

1. PURPOSE, AIMS AND OBJECTIVES

1.1 The purpose of this Policy is to provide a framework for financial assistance by Stellenbosch Municipality ("the Municipality") to external organisations / bodies performing local government functions to the extent as set out in section 155(6)(a) and (7) of the Constitution as listed in Part B of Schedule 4 and 5.

1.2 The purpose of this Policy is to ensure the efficient performance of the municipal function entrusted to that external organisation/body in a manner which gives effect to the goals and objectives of the Municipality's Integrated Development Plan ("IDP") by establishing partnerships between the municipality and the organisatons and bodies performing the functions on behalf of the Municipality.

1.3 The Municipality will favour grants for achievement of outcomes aligned to the IDP. The objective of the funding of external bodied performing municipal functions is primarily to ensure the achievement of agreed outcomes to improve the health and well-being of the citizens and not to cover administrative costs and salaries.

2. LEGAL FRAMEWORK

2.1 In terms of section 156 of the Constitution, the Municipality has executive authority in respect of and the right to administer –

2.1.1 the local government matters listed in Part B of Schedule 4 and 5; and

2.1.2 any other matters assigned to it by national and provincial legislation.

2.2 Section 16(2) of the MFMA provides that the Mayor of the Municipality must table the annual budget at a council meeting at least 90 days before the start of the budget year. Section 17(3)(j)(ii) and 17(3)(j)(iv) provides that when an annual budget is tabled in terms of section 16(2) it must include particulars of any proposed allocation or grants by the municipality to any municipal entities and other external mechanism assisting the municipality in the exercise of its functions or power and any organisation or bodies referred to in section 67(1).

2.3 Immediately after the tabling of the annual budget the accounting officer must make public the annual budget and invite the local community to submit representations in connection with the budget before the budget is approved by Council in terms of section 24 of the MFMA.

2.4 Section 67 of the MFMA provides that the Municipality implement and sustain proper and effective controls and procedures when transferring funds of the Municipality to an organisation or body outside any sphere of government.

2.5 Section 67(1) provides that the accounting officer must be satisfied that the organisation or body has the capacity and agreed to comply with any agreement with the Municipality including all reporting, financial management and auditing requirements as may be stipulated in the agreement, to report at least monthly to the accounting officer on actual expenditure against such transfer and to submit audited financial statements for its financial year to the

accounting officer promptly. The organization must implement effective, efficient and transparent financial management and internal control systems to guard against fraud, theft and financial mismanagement and has the obligation to prove in terms of previous similar transfers that it has complied with all the requirements. The accounting officer must through contractual and other appropriate mechanism enforce compliance with this policy.

2.6 All transfer of funds in terms of this Policy shall comply with the Constitution, the Systems Act, the Structures Act, the MFMA and any other applicable legislation, regulations and policies that may govern the transfer of municipal funds and that are not in contradiction to the aforementioned legislation.

3. PUBLIC ADVERTISEMENT AND APPLICATION PROCEDURE

3.1 Applications for funding of external bodies performing municipal functions shall be considered where organisations or bodies have responded to advertisements published in the local newspapers distributed in the Stellenbosch Municipal Area calling upon organisations or bodies to submit proposals in the prescribed form, as set out 4.3 below, to perform a specific municipal function for a period up to 3 years. Such advertisements may be published quarterly by the accounting officer.

3.2 Advertisements should clearly specify the categories for which requests are called, the closing date for applications, who they should be addressed to, and where and how to obtain the relevant documentation pertaining to such applications, including the prescribed forms. Only applications made on the prescribed form (see Annexure A) may be considered.

3.3 The organisation/body must submit a detailed business plan with its application, confirming the envisaged outcomes their past achievements in the field and their commitment to performing that particular municipal function effectively and in line with Council's goals as set out in the IDP. Applications must be accompanied by a covering letter on the organisation/body letterhead, signed by the head of the organisation/body and must include the following information:

- 3.3.1 the organisation/body's legal name and a brief description of the organisation/body's business;
- 3.3.2 the organisation/body's registration number, if any;
- 3.3.3 the date of establishment, details of the organisation/body's members, founding documents, including constitution and certificates of incorporation;
- 3.3.4 the contact name of the person signing the application, full street address, telephone number and email address of the organisation;
- 3.3.5 if funding is required for a specific project, a brief description of the project and what it aims to achieve, as well as the detailed budget for and the duration of the project together with a written confirmation by the relevant municipal Director that the project is part of the IDP projects or programs;
- 3.3.6 references, independent of the organisation/body and the head of the organisation/body;
- 3.3.7 most recent audited financial statements not older than24 months;
- 3.3.8 a summary of its past achievements; and

3.3.9 a declaration by the head of the organisation/body to the satisfaction of the Municipal Manager that the organisation/body implements effective, efficient and transparent financial management and internal control mechanism to guard against fraud, theft and financial mismanagement and has in the past complied with requirements for similar transfers of funds.

3.4 Individuals will not be considered or appointed as an organisation/body to provide a municipal function as contemplated in this Policy.

3.5 Organisations or bodies whose directors, managers, major shareholders or trustees are in service of the state will not be considered or appointed as an organisation/body to provide a municipal function as contemplated in this Policy.

3.6 The appointment of a particular organisation/body to perform a municipal function for a period of three (3) years does not guarantee financial support by the Municipality, which will be determined annually when the municipal budget is approved by the Municipal Council.

3.7 No late applications received, in response to an advertisement as contemplated in clause 3.1 and 3.2 above will be considered and processed by the Grant Committee.

4. OBLIGATIONS OF THE ORGANISATION/BODY

4.1 The head of the organisation/body must acknowledge in writing to the Municipal Manager that the money allocated was received in its bank account and that the money will be utilised in accordance with the completed and signed MOA, the submitted application and this Policy within 30 days of transfer of funds / payment, failing which no future grants may be considered.

4.2 The organisation / body shall submit monthly reports on actual expenditure against such transfer, the ward within which activities are conducted as well as the number of people benefiting from the activity to the Municipal Manager.

4.3 The relevant municipal Director must co-sign each monthly report to confirm monthly management and oversight of the activities.

5. RIGHTS OF THE MUNICIPALITY, CONTROL AND MONITORING

5.1 The relevant municipal Director shall be entitled, at any reasonable time from time to time, to verify and inspect the existence and activities of the organisation/body. The relevant municipal Director or his delegate has the right to physically visit the premises where the organisation/body or funded project is based, to peruse the budgets and any progress report related to the project.

5.2 The relevant municipal Director shall manage the service delivery agreement entered into between the Municipality and the organisation / body by inter alia receiving and considering monthly reports, inspecting financial records including audited financial statement.

5.3 If the organisation / body fails to comply with the terms and conditions of its service delivery agreement with the Municipality, the accounting officer may in consultation with the relevant municipal Director terminate the agreement with reasonable notice or grant the organization / body an opportunity to rectify the

breach within an agreed period of not more than 90 days, failing which the accounting officer may terminate the agreement with reasonable notice.

5.4 The Municipality has the right not to give a Grant to any or all organisations/bodies applying for such Grants or to give proportional or partial grants to give. Having been awarded a Grant previously does not give an organisation/body the right to receive a Grant again.

5.5 The relevant municipal Director shall ensure that those organisations or bodies, who have received Grants in terms of this Policy:-

5.5.1 comply with all the provisions of the completed and signed MOA;

5.5.2 comply with all reporting, financial management and auditing requirements as stipulated in the MOA;

5.5.3 report at least monthly to the Municipality on actual expenditure against such transfer;

5.5.4 promptly, or no longer than 4 months after the end of their financial year, submit their audited financial statements; and

5.5.5 utilise the grant funding strictly in accordance with the approved business plan and approved budget.

5.6 The requirements in paragraphs 5.5.1 to 5.5.4 above shall not apply to organisations where the transfer does not exceed R200 000,00 (two hundred thousand rand), provided the Accounting Officer takes all reasonable steps to ensure that the targeted beneficiaries, as identified by the organisation or body in its application, receive the benefit of such grants and it certifies that compliance by that organisation or body with 5.5.1 to 5.5.4 above is uneconomical or unreasonable.

6. GRANT COMMITTEE

6.1 A Grant Committee consisting of at least the Municipal Manager, the Chief Financial Officer and one director of the Municipality, as well as any other official whom the Municipal Manager may include, shall evaluate all applications received in response to the local advertisement.

6.2 The Grant Committee will have the power to make recommendations to Council for final appointments and financial allocations.

6.3 The Grant Committee must submit a report on its decisions to the Council for final approval.

6.4 The Grant Committee shall, in terms of the Systems Act, establish a programme for community consultation and information dissemination regarding the appointment of any organisation/body and the availability of the service delivery agreement for perusal will be communicated to the local community through the media prior to any service delivery agreement being entered into between the Municipality and the organisation or body.

6.5 No payments in terms of the allocation will be made to any organisation / body until a service delivery agreement in the form approved by the accounting officer has been signed by the respective parties.

6.6 No payment can be made to an organisation/body until it has submitted its audited financial statements as contemplated in this Policy and a statement certified by its auditor that it has fully complied with its agreement with the Municipality.

6.7 Payments may be allocated as a once off amount or in tranches as determined

by the CFO in consultation with the relevant municipal Director.

7. Funding acknowledgement of the Municipality

Successful applicants will be required to acknowledge the Municipality as the provider of Grant funding in their funding record as well as any public record in respect of Grants received in order to confirm that these transfers of funds are also part of the Municipality's endeavours to meet its strategic objectives and to assist it in carrying out its constitutional powers and functions.

8. COMMENCEMENT

This Policy called the **FINANCING OF EXTERNAL BODIES PERFORMING MUNICIPAL FUNCTIONS POLICY** takes effect on the date on which it is adopted by the Council.

APPENDIX A

STELLENBOSCH

STELLENBOSCH . PNIEL . FRANSCHHOEK

Municipality • Umasipala • Munisipaliteit

APPLICATION : FUNDING OF EXTERNAL BODIES PERFORMING A MUNICIPAL FUNCTION

NOTE: ONLY APPLICATIONS ON THIS PRESCRIBED FORM WILL BE CONSIDERED

PLEASE COMPLETE THE FOLLOWING:

A **Registered name of organisation:** Visit Stellenbosch NPC

B **Date and year in which the organisation was founded or incorporated (include brief description of business or activities of organisation):**

2019

Visitor Service

Tourism and Information

C **Address:**

(i) Street

47 Church Street

Stellenbosch

7600

(ii) Postal

Suite 224

Postnet X5061

Stellenbosch

7599

Contact details:

Name and Surname: Elmarie Rabe

Title/Position held: Destination Manager

Tel: 884310 E-mail: elmarie@visitstellenbosch.org

D **List ALL the directors / board / committee members / shareholders / trustees of the organization (use additional pages if necessary):**

Name and Surname: Jeanneret Marnberg

Position: CEO / Director

Contact Address and tel. no: Middelvlei Wyn Estate Flamingo Street 0829443248

Name and Surname: Mike Ratcliffe

Contact Address and tel. no: Little Wedge Farm, Idas Valley
Name and Surname: Kobus Basson
Position: Director
Contact Address and tel. no: Kleine Zalze Estate, Stellenbosch

Name and Surname: .....
Position: .....
Contact Address and tel. no: .....

Name and Surname: .....
Position: .....
Contact Address and tel. no: .....

Name and Surname: .....
Position: .....
Contact Address and tel. no: .....

D **Indicate in which ward the organisation is active:**

Ward: WC024

Is the organisation a non-profit company? (Yes) No
If yes, provide company registration number: 2019/304510/08

Is the organisation a non-profit organisation as contemplated in section 13 of the Non-Profit Organisation Act, 1997? Yes (No)
If yes, provide registration number: _____

Is the organisation a public benefit organisation as contemplated in terms of the Income Tax Act, 1962? (Yes) No

If yes, provide registration number: 9597737189

Is funding required for a specific project? (Yes) No
If yes, attach details separately.
Budget amount of projects: R 7,064,000

Duration of project: One Year

Is funding required for general support? Yes No
If yes, attach a copy of the organisation's overall budget and business plan.

E	**Category:** Please categorise your application (mark with x): Tourism Destination Marketing & Visitors Information X Tourism Development Animal Welfare Note: For more detail, see attached Funding of External Bodies Performing a Municipal Function Policy.(general guidelines and categories) Please indicate the specific type of project/programme, as per the Funding of External Bodies Performing a Municipal Function Policy See Projects in Plan
F	**The following <u>MUST</u> accompany this application:** 1. A copy of the latest, audited financial statements. 2. A copy of the Organisation's Constitution or Memorandum of Incorporation as well as the resolutions/minutes adopting the Constitution or Memorandum of Incorporation. 3. A copy of a project/programme description and/or a business plan for the ensuing financial year. Including the following: • Full details of the proposal or project including its objectives, the number of people who will benefit and how the project will contribute or enhance the strategic objectives of Stellenbosch Municipality. • Commencement and completion dates of the project. • Information on the total cost of the project budget, including a breakdown of costs and an outline of any contribution by fundraising and/or own contribution. • A list of all other sources of funding together with the assessments. • A summary of past achievements. • References independent of the applicant and its executive. 4. An original copy of a correctly completed creditors control form of Stellenbosch Municipality. 5. If the Organisation received funding from Stellenbosch Municipality in the preceding financial year, you need to account for the expenditure of the funding received with your new application. 6. If the Organisation received funding from other bodies, please identify and list the amounts received;

	7. If the Organisation is a non-profit company as defined in the section 1 of the Companies Act, 2008, a certificate/letter issued by the Companies and Intellectual Property Commission (CIPC) confirming registration must be attached; 8. If the Organisation has been registered as a "non-profit" organisation in terms of the Non-Profit Organisation Act, 1997, a certificate/letter issued by the Department of Social Development confirming registration as a non-profit organisation must be attached; 9. If the Organisation has been registered as a "Public Benefit Organisation" in terms of the Income Tax Act, 1962, a certificate/letter issued by SARS confirming the Organisation's tax exemption status must be attached; and 10. Valid Tax Clearance Certificate issued by SARS.
G	**The following shall apply:** 1. The allocation of funds will only be considered if the application document has been fully completed and signed and is accompanied by the required and supporting documentation referred to therein. Applicants must in their submission clearly indicate / specify and motivate what the funding will be utilised for. 2. The funding must be exclusively utilised for the purpose defined and the successful applicant must submit the necessary undertaking to this effect. 3. Applicants must in their submission satisfy the Council of their ability to execute the project successfully. 4. Organisations who have already received financial or other assistance from the Council during the previous financial year must specify same in their application. 5. No funding will be considered for political groupings, church/sectarian bodies or ratepayers organisations. 6. No funding will be considered where only an individual will benefit or where a member of Council or an official of Stellenbosch Municipality will receive any financial or other gain. 7. Projects outside the boundaries of the Council will not be considered. 8. Subsequent requests from applicants to cover overspending on projects will not be considered. 9. Council will not pay any funds to anyone who has already procured against the perception that they will receive any municipal funds. 10. Successful applicants must at all times comply with the provisions of Section 67(1) of the Municipal Finance Management Act No. 56 of 2003 which *inter alia* stipulates that the organisation or body has to:- • Enter into and comply with a Memorandum of Agreement with the Municipality as well as with all reporting, financial management and auditing requirements as may be contained in such agreement. This memorandum of agreement will bind the successful applicant to deliver on what the application speaks to, but also to commit to become involved with municipal programmes of the community where it functions. The Memorandum of Agreement will be made available to successful applicants for completion. • Report monthly on the actual expenditure of the amount allocated.

	11. The Council reserves the right not to give funding to any or all organisations applying. 12. Having been awarded funding previously does not give an applicant the right to receive a grant/funding again. 13. Funding will not be considered where a project or organisation is already receiving funds from Council in terms of Council's functions. Applicants are required to disclose other sources of funding, failing which such applicant will be disqualified. 14. Funding will not be considered where in Council's opinion, an organisation received sufficient funds from other sources to sustain its activities or the project applied for. For this purpose, organisations must submit financial statements and budget for the ensuing financial year. 15. Organisations having received funding from Stellenbosch Municipality during the previous financial year, are required to attached to any new application, a copy of the financial statements relating to the year in which the funding was received from Council, as required in terms of section 67(1) of the Municipal Finance Management Act, 2003 (MFMA). (The Funding of External Bodies Performing a Municipal Function Policy must be consulted for the sake of completeness)
H	**Undertaking:** I/We hereby verify that the information provided in this application is true and correct and that the conditions applicable to the allocation of funds as set out above have been read, understood and will be complied with. I/We also declare that the organisation implements effective, efficient and transparent financial management and internal control mechanisms to guard against fraud, theft and financial mismanagement and has in the past complied with requirements for similar transfer(s) of funds. This completed and signed at Stellenbosch on this 18th day of March 2024 **Chairperson / Authorised Representative** **Secretary / Duly Authorised Signatory**

I **Please take note:**

(i) That completed application forms together with all the required documentation must be delivered to:

Director: Planning and Economic Development
P O Box 17
Stellenbosch
7599

Or delivered to:

58 Andringa Street
Stellenbosch
7600

(ii) That the closing date for the submission of applications is: 18 March '24 at Stellenbosch

(iii) That **neither late nor incomplete applications** shall be considered.

VISIT STELLENBOSCH NPC
(Registration number 2019/304510/08)
ANNUAL FINANCIAL STATEMENTS
FOR THE YEAR ENDED 30 JUNE 2023

Visit Stellenbosch NPC

(Registration number: 2019/304510/08)
Annual Financial Statements for the year ended 30 June 2023

Contents

The reports and statements set out below comprise the annual financial statements presented to the members:

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Statement of Financial Position	6
Statement of Surplus or Deficit and Other Comprehensive Income	7
Statement of Changes in Equity	8
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The following supplementary information does not form part of the annual financial statements and is unaudited:	
Detailed Income Statement	18 - 19

Level of assurance

These annual financial statements have been audited in compliance with the applicable requirements of the Companies Act of South Africa No. 71 of 2008, as amended.

Preparer

These annual financial statements have been prepared by LDP Compliance Proprietary Limited.

AUDIT | ADVISORY | TAX

Independent Auditor's Report

To the members of Visit Stellenbosch NPC

Opinion

We have audited the financial statements of Visit Stellenbosch NPC set out on pages 6 to 17, which comprise the statement of financial position as at 30 June 2023, statement of surplus or deficit and other comprehensive income, statement of changes in equity and statement of cash flows for the year then ended, and the notes to the financial statements, including a summary of significant accounting policies.

In our opinion, the financial statements present fairly, in all material respects, the financial position of Visit Stellenbosch NPC as at 30 June 2023, and its financial performance and cash flows for the year then ended in accordance with the International Financial Reporting Standard for Small and Medium-sized Entities and the requirements of the Companies Act of South Africa No. 71 of 2008, as amended.

Basis for Opinion

We conducted our audit in accordance with International Standards on Auditing. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are independent of the company in accordance with the Independent Regulatory Board for Auditors' Code of Professional Conduct for Registered Auditors (IRBA Code) and other independence requirements applicable to performing audits of financial statements in South Africa. We have fulfilled our other ethical responsibilities in accordance with the IRBA Code and in accordance with other ethical requirements applicable to performing audits in South Africa. The IRBA Code is consistent with the corresponding sections of the International Ethics Standards Board for Accountants' International Code of Ethics for Professional Accountants (including International Independence Standards). We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion.

Other Information

The directors are responsible for the other information. The other information comprises the Directors' Report as required by the Companies Act of South Africa No. 71 of 2008, as amended and the supplementary information as set out on pages 18 and 19, which we obtained prior to the date of this report. The other information does not include the financial statements and our auditor's report thereon. Our opinion on the financial statements does not cover the other information and we do not express an audit opinion or any form of assurance conclusion thereon.

In connection with our audit of the financial statements, our responsibility is to read the other information and, in doing so, consider whether the other information is materially inconsistent with the financial statements or our knowledge obtained in the audit, or otherwise appears to be materially misstated. If, based on the work we have performed on the other information obtained prior to the date of this auditor's report, we conclude that there is a material misstatement of this other information, we are required to report that fact. We have nothing to report in this regard.

Responsibilities of the Directors for the Financial Statements

The directors are responsible for the preparation and fair presentation of the financial statements in accordance with the International Financial Reporting Standard for Small and Medium-sized Entities and the requirements of the Companies Act of South Africa No. 71 of 2008, as amended, and for such internal control as the directors determine is necessary to enable the preparation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, the directors are responsible for assessing the company's ability to continue as a going concern, disclosing, as applicable, matters related to going concern and using the going concern basis of accounting unless the directors either intend to liquidate the company or to cease operations, or have no realistic alternative but to do so.

WESTERN CAPE: De Waterkant, 10 Helderberg Street, Stellenbosch GAUTENG: Atrium on 5th, 9th Floor, 5th Street, Sandton

• fo[illegible]ldp.co.za • www.ldp[illegible]co.za • +27 (0) 21 888 [illegible]0

LDP CHARTERED ACCOUNTANTS AND AUDITORS INC • Reg nr 1994/001617/21

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance, but is not a guarantee that an audit conducted in accordance with International Standards on Auditing will always detect a material misstatement when it exists. Misstatements can arise from fraud or error and are considered material if, individually or in the aggregate, they could reasonably be expected to influence the economic decisions of users taken on the basis of these financial statements.

As part of an audit in accordance with International Standards on Auditing, we exercise professional judgement and maintain professional scepticism throughout the audit. We also:

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the company's internal control.
- Evaluate the appropriateness of accounting policies used and the reasonableness of accounting estimates and related disclosures made by the directors.
- Conclude on the appropriateness of the directors' use of the going concern basis of accounting and based on the audit evidence obtained, whether a material uncertainty exists related to events or conditions that may cast significant doubt on the company's ability to continue as a going concern. If we conclude that a material uncertainty exists, we are required to draw attention in our auditor's report to the related disclosures in the financial statements or, if such disclosures are inadequate, to modify our opinion. Our conclusions are based on the audit evidence obtained up to the date of our auditor's report. However, future events or conditions may cause the company to cease to continue as a going concern.
- Evaluate the overall presentation, structure and content of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.

We communicate with the directors regarding, among other matters, the planned scope and timing of the audit and significant audit findings, including any significant deficiencies in internal control that we identify during our audit.

LDP Chartered Accountants and Auditors Incorporated
Registered Auditor
J Goosen
Director

Stellenbosch
Date: 25/10/2023
10 Helderberg Street
Stellenbosch
7600

Visit Stellenbosch NPC

(Registration number: 2019/304510/08)
Annual Financial Statements for the year ended 30 June 2023

Directors' Responsibilities and Approval

The directors are required by the Companies Act of South Africa No. 71 of 2008, as amended, to maintain adequate accounting records and are responsible for the content and integrity of the annual financial statements and related financial information included in this report. It is their responsibility to ensure that the annual financial statements fairly present the state of affairs of the company as at the end of the financial year and the results of its operations and cash flows for the period then ended, in conformity with the International Financial Reporting Standard for Small and Medium-sized Entities. The external auditor is engaged to express an independent opinion on the annual financial statements.

The annual financial statements are prepared in accordance with the International Financial Reporting Standard for Small and Medium-sized Entities and are based upon appropriate accounting policies consistently applied and supported by reasonable and prudent judgements and estimates.

The directors acknowledge that they are ultimately responsible for the system of internal financial control established by the company and place considerable importance on maintaining a strong control environment. To enable the directors to meet these responsibilities, the directors sets standards for internal control aimed at reducing the risk of error or loss in a cost effective manner. The standards include the proper delegation of responsibilities within a clearly defined framework, effective accounting procedures and adequate segregation of duties to ensure an acceptable level of risk. These controls are monitored throughout the company and all employees are required to maintain the highest ethical standards in ensuring the company's business is conducted in a manner that in all reasonable circumstances is above reproach. The focus of risk management in the company is on identifying, assessing, managing and monitoring all known forms of risk across the company. While operating risk cannot be fully eliminated, the company endeavours to minimise it by ensuring that appropriate infrastructure, controls, systems and ethical behaviour are applied and managed within predetermined procedures and constraints.

The directors are of the opinion, based on the information and explanations given by management, that the system of internal control provides reasonable assurance that the financial records may be relied on for the preparation of the annual financial statements. However, any system of internal financial control can provide only reasonable, and not absolute, assurance against material misstatement or loss.

The directors have reviewed the company's cash flow forecast for the year to 30 June 2024 and, in the light of this review and the current financial position, they are satisfied that the company has or has access to adequate resources to continue in operational existence for the foreseeable future.

The external auditor is responsible for independently auditing and reporting on the company's annual financial statements. The annual financial statements have been examined by the company's external auditor and this report is presented on pages 2 and 3.

The annual financial statements set out on pages 4 to 19, which have been prepared on the going concern basis, were approved by the directors on 25/10/2023 and were signed on their behalf by:

MS Ratcliffe

J Memberg

JW Basson

Visit Stellenbosch NPC

(Registration number: 2019/304510/08)
Annual Financial Statements for the year ended 30 June 2023

Directors' Report

The directors have pleasure in submitting their report on the annual financial statements of Visit Stellenbosch NPC for the year ended 30 June 2023.

1. Nature of business

Visit Stellenbosch NPC was incorporated in South Africa and is engaged in the marketing and development of tourism and visitor information services of Stellenbosch. The company operates in South Africa.

There have been no material changes to the nature of the company's business from the prior year.

2. Review of financial results and activities

The annual financial statements have been prepared in accordance with International Financial Reporting Standard for Small and Medium-sized Entities and the requirements of the Companies Act of South Africa No. 71 of 2008, as amended. The accounting policies have been applied consistently compared to the prior year.

Full details of the financial position, results of operations and cash flows of the company are set out in these annual financial statements.

3. Directors

The directors in office at the date of this report are as follows:

Directors
MS Ratcliffe
J Momberg
JW Basson

There have been no changes to the directorate for the period under review.

4. Events after the reporting period

The directors are not aware of any material event which occurred after the reporting date and up to the date of this report.

5. Going Concern

The directors believe that the company has adequate financial resources to continue in operation for the foreseeable future and accordingly the annual financial statements have been prepared on a going concern basis. The directors have satisfied themselves that the company is in a sound financial position and that it has access to sufficient borrowing facilities to meet its foreseeable cash requirements. The directors are not aware of any new material changes that may adversely impact the company. The directors are also not aware of any material non-compliance with statutory or regulatory requirements or of any pending changes to legislation which may affect the company.

6. Auditor

LDP Chartered Accountants and Auditors Incorporated continued in office in accordance with section 90(6) of the Companies Act of South Africa No. 71 of 2008, as amended.

Visit Stellenbosch NPC

(Registration number: 2019/304510/08)
Annual Financial Statements for the year ended 30 June 2023

Statement of Financial Position as at 30 June 2023

Figures in Rand	Notes	2023	2022
Assets			
Non-Current Assets			
Property, plant and equipment	2	14 745	14 111
Intangible assets	3	1	7 204
		14 746	**21 315**
Current Assets			
Trade and other receivables	4	1 282 394	177 190
Cash and cash equivalents	5	1 747 963	2 929 157
		3 030 357	**3 106 347**
Total Assets		**3 045 103**	**3 127 662**
Equity and Liabilities			
Equity			
Accumulated surplus		2 363 814	2 407 120
Liabilities			
Non-Current Liabilities			
Loan from group company	6	110 897	250 244
Current Liabilities			
Trade and other payables	7	411 485	395 857
Provisions	8	158 907	74 441
		570 392	**470 298**
Total Liabilities		**681 289**	**720 542**
Total Equity and Liabilities		**3 045 103**	**3 127 662**

Visit Stellenbosch NPC

(Registration number: 2019/304510/08)
Annual Financial Statements for the year ended 30 June 2023

Statement of Surplus or Deficit and Other Comprehensive Income

Figures in Rand	Notes	2023	2022
Revenue	9	8 517 297	9 015 980
Cost of sales	10	(22 834)	-
Gross surplus		**8 494 463**	**9 015 980**
Operating expenses		(8 537 769)	(6 415 980)
Operating (deficit) / surplus	11	**(43 306)**	**2 600 000**
(Deficit) / surplus before taxation		**(43 306)**	**2 600 000**
Taxation	12	-	(33 167)
(Deficit) / surplus for the year		**(43 306)**	**2 566 833**
Other comprehensive income		-	-
Total comprehensive (deficit) / surplus for the year		**(43 306)**	**2 566 833**

Visit Stellenbosch NPC

(Registration number: 2019/304510/08)
Annual Financial Statements for the year ended 30 June 2023

Statement of Changes in Equity

Figures in Rand	Accumulated surplus	Total equity
Balance at 01 July 2021	**(159 713)**	**(159 713)**
Surplus for the year	2 566 833	2 566 833
Other comprehensive income	-	-
Total comprehensive surplus for the year	**2 566 833**	**2 566 833**
Balance at 01 July 2022	**2 407 120**	**2 407 120**
Deficit for the year	(43 306)	(43 306)
Other comprehensive income	-	-
Total comprehensive deficit for the year	**(43 306)**	**(43 306)**
Balance at 30 June 2023	**2 363 814**	**2 363 814**

Visit Stellenbosch NPC

(Registration number: 2019/304510/08)
Annual Financial Statements for the year ended 30 June 2023

Statement of Cash Flows

Figures in Rand	Notes	2023	2022
Cash flows from operating activities			
Cash (used in) / generated from operations	13	(1 030 428)	2 717 532
Tax paid		-	(9 017)
Net cash (used in) / from operating activities		**(1 030 428)**	**2 708 515**
Cash flows from investing activities			
Purchase of property, plant and equipment	2	(11 419)	(12 700)
Net movement in loan from group company		(139 347)	(2 152 451)
Net cash used in investing activities		**(150 766)**	**(2 165 151)**
Cash flows from financing activities			
Total cash movement for the year		**(1 181 194)**	**543 364**
Cash and cash equivalents at the beginning of the year		2 929 157	2 385 793
Total cash at end of the year	5	**1 747 963**	**2 929 157**

Accounting Policies

1. Basis of preparation and summary of significant accounting policies

The annual financial statements have been prepared on a going concern basis in accordance with the International Financial Reporting Standard for Small and Medium-sized Entities, and the Companies Act of South Africa No. 71 of 2008, as amended. The annual financial statements have been prepared on the historical cost basis, and incorporate the principal accounting policies set out below. They are presented in South African Rands.

These accounting policies are consistent with the previous period.

1.1 Property, plant and equipment

Property, plant and equipment are tangible assets which the company holds for its own use or for rental to others and which are expected to be used for more than one period.

An item of property, plant and equipment is recognised as an asset when it is probable that future economic benefits associated with the item will flow to the company, and the cost of the item can be measured reliably.

Property, plant and equipment is initially measured at cost.

Cost includes costs incurred initially to acquire or construct an item of property, plant and equipment and costs incurred subsequently to add to, replace part of, or service it. If a replacement cost is recognised in the carrying amount of an item of property, plant and equipment, the carrying amount of the replaced part is derecognised.

Expenditure incurred subsequently for major services, additions to or replacements of parts of property, plant and equipment are capitalised if it is probable that future economic benefits associated with the expenditure will flow to the company and the cost can be measured reliably. Day to day servicing costs are included in surplus or deficit in the period in which they are incurred.

Property, plant and equipment is subsequently stated at cost less accumulated depreciation and any accumulated impairment losses, except for land which is stated at cost less any accumulated impairment losses.

Depreciation of an asset commences when the asset is available for use as intended by management. Depreciation is charged to write off the asset's carrying amount over its estimated useful life to its estimated residual value, using a method that best reflects the pattern in which the asset's economic benefits are consumed by the company.

The useful lives of items of property, plant and equipment have been assessed as follows:

Item	Depreciation method	Average useful life
IT equipment	Straight line	3 years
Office equipment	Straight line	6 years

When indicators are present that the useful lives and residual values of items of property, plant and equipment have changed since the most recent annual reporting date, they are reassessed. Any changes are accounted for prospectively as a change in accounting estimate.

Impairment tests are performed on property, plant and equipment when there is an indicator that they may be impaired. When the carrying amount of an item of property, plant and equipment is assessed to be higher than the estimated recoverable amount, an impairment loss is recognised immediately in surplus or deficit to bring the carrying amount in line with the recoverable amount.

An item of property, plant and equipment is derecognised upon disposal or when no future economic benefits are expected from its continued use or disposal. Any gain or loss arising from the derecognition of an item of property, plant and equipment, determined as the difference between the net disposal proceeds, if any, and the carrying amount of the item, is included in surplus or deficit when the item is derecognised.

Accounting Policies

1.2 Intangible assets

An intangible asset is an identifiable non-monetary asset without physical substance.

Intangible assets are initially recognised at cost and subsequently at cost less accumulated amortisation and accumulated impairment losses.

Amortisation is provided to write down the intangible assets, on a straight-line basis, as follows:

Item	Depreciation method	Average useful life
Website	Straight line	3 years

In cases where management is unable to make a reliable estimate of the useful life of an intangible asset, its best estimate is applied, limited to 10 years.

The residual value, amortisation period and amortisation method for intangible assets are reassessed when there is an indication that there is a change from the previous estimate.

1.3 Financial instruments

Initial measurement

Financial instruments are initially measured at the transaction price (including transaction costs except in the initial measurement of financial assets and liabilities that are measured at fair value through surplus or deficit) unless the arrangement constitutes, in effect, a financing transaction in which case it is measured at the present value of the future payments discounted at a market rate of interest for a similar debt instrument.

Financial instruments at amortised cost

These include loans, trade receivables and trade payables. Those debt instruments which meet the criteria in section 11.8(b) of the standard, are subsequently measured at amortised cost using the effective interest method. Debt instruments which are classified as current assets or current liabilities are measured at the undiscounted amount of the cash expected to be received or paid, unless the arrangement effectively constitutes a financing transaction.

At each reporting date, the carrying amounts of assets held in this category are reviewed to determine whether there is any objective evidence of impairment. If there is objective evidence, the recoverable amount is estimated and compared with the carrying amount. If the estimated recoverable amount is lower, the carrying amount is reduced to its estimated recoverable amount, and an impairment loss is recognised immediately in surplus or deficit.

Financial instruments at cost

Equity instruments that are not publicly traded and whose fair value cannot otherwise be measured reliably without undue cost or effort are measured at cost less impairment.

1.4 Tax

Current tax assets and liabilities

Current tax for current and prior periods is, to the extent unpaid, recognised as a liability. If the amount already paid in respect of current and prior periods exceeds the amount due for those periods, the excess is recognised as an asset.

The tax liability reflects the effect of the possible outcomes of a review by the tax authorities.

Tax expenses

Tax expense is recognised in the same component of total comprehensive income or equity as the transaction or other event that resulted in the tax expense.

Accounting Policies

1.5 Leases

A lease is classified as a finance lease if it transfers substantially all the risks and rewards incidental to ownership to the lessee. All other leases are operating leases.

Operating leases – lessee

Operating lease payments are recognised as an expense on a straight-line basis over the lease term unless:

- another systematic basis is representative of the time pattern of the benefit from the leased asset, even if the payments are not on that basis, or
- the payments are structured to increase in line with expected general inflation (based on published indexes or statistics) to compensate for the lessor's expected inflationary cost increases.

Any contingent rents are expensed in the period they are incurred.

1.6 Impairment of assets

The company assesses at each reporting date whether there is any indication that an asset may be impaired.

If there is any such indication, the recoverable amount of any affected asset (or group of related assets) is estimated and compared with its carrying amount. If the estimated recoverable amount is lower, the carrying amount is reduced to its estimated recoverable amount, and an impairment loss is recognised immediately in surplus or deficit.

If an impairment loss subsequently reverses, the carrying amount of the asset (or group of related assets) is increased to the revised estimate of its recoverable amount, but not in excess of the amount that would have been determined had no impairment loss been recognised for the asset (or group of assets) in prior years. A reversal of impairment is recognised immediately in surplus or deficit.

1.7 Employee benefits

Short-term employee benefits

The cost of short-term employee benefits, (those payable within 12 months after the service is rendered, such as leave pay and sick leave, bonuses, and non-monetary benefits such as medical care), are recognised in the period in which the service is rendered and are not discounted.

1.8 Provisions and contingencies

Provisions are recognised when the company has an obligation at the reporting date as a result of a past event; it is probable that the company will be required to transfer economic benefits in settlement; and the amount of the obligation can be estimated reliably.

Provisions are measured at the present value of the amount expected to be required to settle the obligation using a pre-tax rate that reflects current market assessments of the time value of money and the risks specific to the obligation. The increase in the provision due to the passage of time is recognised as interest expense.

Provisions are not recognised for future operating losses.

1.9 Government grants

Grants that do not impose specified future performance conditions are recognised in income when the grant proceeds are receivable.

Grants that impose specified future performance conditions are recognised in income only when the performance conditions are met.

Grants received before the revenue recognition criteria are satisfied are recognised as a liability.

Grants are measured at the fair value of the asset received or receivable.

Accounting Policies

1.10 Revenue

Revenue is recognised to the extent that the company has transferred the significant risks and rewards of ownership of goods to the buyer, or has rendered services under an agreement provided the amount of revenue can be measured reliably and it is probable that economic benefits associated with the transaction will flow to the company. Revenue is measured at the fair value of the consideration received or receivable, excluding sales taxes and discounts.

Visit Stellenbosch NPC

(Registration number: 2019/304510/08)
Annual Financial Statements for the year ended 30 June 2023

Notes to the Annual Financial Statements

Figures in Rand	2023	2022

2. Property, plant and equipment

	2023			2022		
	Cost	Accumulated depreciation	Carrying value	Cost	Accumulated depreciation	Carrying value
Office equipment	11 420	(1 269)	10 151	-	-	-
IT equipment	47 650	(43 056)	4 594	47 650	(33 539)	14 111
Total	**59 070**	**(44 325)**	**14 745**	**47 650**	**(33 539)**	**14 111**

Reconciliation of property, plant and equipment - 2023

	Opening balance	Additions	Depreciation	Closing balance
Office equipment	-	11 419	(1 268)	10 151
IT equipment	14 111	-	(9 517)	4 594
	14 111	**11 419**	**(10 785)**	**14 745**

Reconciliation of property, plant and equipment - 2022

	Opening balance	Additions	Depreciation	Closing balance
IT equipment	14 175	12 700	(12 764)	14 111

3. Intangible assets

	2023			2022		
	Cost	Accumulated amortisation	Carrying value	Cost	Accumulated amortisation	Carrying value
Website	70 000	(69 999)	1	70 000	(62 796)	7 204

Reconciliation of intangible assets - 2023

	Opening balance	Amortisation	Closing balance
Website	7 204	(7 203)	1

Reconciliation of intangible assets - 2022

	Opening balance	Amortisation	Closing balance
Website	30 537	(23 333)	7 204

4. Trade and other receivables

Trade receivables	1 282 394	177 190

Notes to the Annual Financial Statements

Figures in Rand	2023	2022

5. Cash and cash equivalents

Cash and cash equivalents consist of:

Cash on hand	8 630	-
Bank balances	1 739 333	2 929 157
	1 747 963	**2 929 157**

6. Loan from group company

Other group company

Die Stellenbosse Wynroetes NPC	(110 897)	(250 244)

The unsecured loan bears interest as agreed upon by the parties from time to time and has no fixed terms of repayment. No capital repayments are required in the next 12 months.

7. Trade and other payables

Trade payables	27 994	27 999
Income received in advance	48 731	74 312
Value-added taxation	137 785	84 856
Safety Control Reserve	106 310	121 400
Support Stellenbosch	62 738	62 738
Other payables	27 927	24 552
	411 485	**395 857**

8. Provisions

Reconciliation of provisions - 2023

	Opening balance	Additions	Utilised during the year	Closing balance
Provision for audit fees	32 400	40 800	(32 400)	40 800
Provisions for leave pay	42 041	76 066	-	118 107
	74 441	**116 866**	**(32 400)**	**158 907**

Reconciliation of provisions - 2022

	Opening balance	Additions	Utilised during the year	Closing balance
Provision for audit fees	31 200	32 400	(31 200)	32 400
Provisions for leave pay	-	42 041	-	42 041
	31 200	**74 441**	**(31 200)**	**74 441**

Notes to the Annual Financial Statements

Figures in Rand	2023	2022
9. Revenue		
Accomodation bookings	57 690	13 158
Funding received - Cape Winelands District Municipality	125 000	207 000
Funding received - Dwarsrivier Municipality	630 000	497 471
Funding received - STAY	1 000 000	596 920
Funding received - SWR	1 000 000	3 580 000
Funding received - The Municipality of Stellenbosch	3 609 947	3 255 000
Membership fees	365 048	133 563
Other income	55 800	100 000
Sale of merchandise	25 281	8 356
Visit Stellenbosch project income	1 648 531	624 512
	8 517 297	**9 015 980**
10. Cost of sales		
Sale of goods		
Cost of merchandise sold	22 834	-
11. Operating (deficit) / surplus		
Operating (deficit) / surplus for the year is stated after accounting for the following:		
Operating lease charges		
Premises		
• Contractual amounts	173 159	163 484
Depreciation and amortisation	17 988	36 097
Employee costs	2 557 353	2 248 055
12. Taxation		
Major components of the tax expense / (income)		
Deferred taxation		
South African deferred tax - current year	-	33 167
Reconciliation of the tax expense		
Accounting (deficit) / surplus	(43 306)	2 600 000
Tax at the applicable tax rate of 28% (2022: 28%)	(12 126)	728 000
Other		
Tax not recognised - exempt as per s(10)(1)(d)(iv)(bb)	12 126	(694 833)
	-	**33 167**

The company obtained tax exemption status during the previous financial year and therefore no provision for income tax has been made as the company is exempt from income tax in terms of section (10)(1)(d)(iv)(bb).

Visit Stellenbosch NPC

(Registration number: 2019/304510/08)
Annual Financial Statements for the year ended 30 June 2023

Notes to the Annual Financial Statements

Figures in Rand	2023	2022
13. Cash (used in) / generated from operations		
Net (deficit) / surplus before taxation	(43 306)	2 600 000
Adjustments for:		
Depreciation and amortisation	17 988	36 097
Movement in provisions	84 466	43 241
Changes in working capital:		
Trade and other receivables	(1 105 205)	294 444
Trade and other payables	15 629	(256 250)
	(1 030 428)	**2 717 532**

14. Related parties

Relationships

Directors	MS Ratcliffe J Momberg JW Basson
Company with mutual directors	Die Stellenbosse Wynroetes NPC

Related party balances

Loan account - Owing to related party		
Die Stellenbosse Wynroetes NPC	110 897	250 244

Related party transactions

Purchases from related party		
Die Stellenbosse Wynroetes NPC	272 311	400 000

15. Directors' remuneration

Executive

2023

Directors' emoluments	Emoluments	Total
J Momberg	947 125	947 125

2022

Directors' emoluments	Emoluments	Total
J Momberg	825 125	825 125

16. Going concern

The directors believe that the company has adequate financial resources to continue in operation for the foreseeable future and accordingly the annual financial statements have been prepared on a going concern basis. The directors have satisfied themselves that the company is in a sound financial position and that it has access to sufficient borrowing facilities to meet its foreseeable cash requirements. The directors are not aware of any new material changes that may adversely impact the company. The directors are also not aware of any material non-compliance with statutory or regulatory requirements or of any pending changes to legislation which may affect the company.

MEMORANDUM OF INCORPORATION

OF

VISIT STELLENBOSCH NPC

A NON-PROFIT COMPANY WITH MEMBERS

REGISTRATION NUMBER: 2019/304510/08

STELLENBOSCH

VISIT STELLENBOSCH NPC is a non-profit company with members, with the objects as set out in this Memorandum, and is referred to in this Memorandum as "the Company".

INTERPRETATION

In this Memorandum –

"the Act"	means the Companies Act No. 71 of 2008 and the regulations published under that act, each as amended from time to time;
"the Board"	means the board of Directors of the Company as constituted from time to time;
"business days"	means any day which is not a Saturday, Sunday or South African public holiday;
"Contribution/s"	means the financial contributions made by a member to the Company, including Levies, and excluding any loans which may from time to time be advanced to the Company by any member or members;
"Director"	means a member of the Board, as contemplated in section 66 of the Act and includes any person occupying the position of a director by whatever name designated;
"Group"	means any one of the member groupings within the Company being, at the time of adoption of this Memorandum, "Wine", "Restaurants", "Accommodation", "Experiences", "Social Development" and "Events", all as more fully described in Schedule B to this Memorandum, as well as any new groupings which the Board may from time to time determine, and **"Groups"** will refer to the aforesaid groupings collectively, as the case may be;
"ITA"	means the Income Tax Act No. 58 of 1962, as amended from time to time;
"Levies"	means the annual membership levy payable by each member of the Company, as imposed by the Board from time to time;

"Memorandum" means this memorandum of incorporation together with the schedules attached hereto;

(a) a reference to a section by number refers to the corresponding section of the Act;
(b) words that are defined in the Act bear the same meaning in this Memorandum as in the Act;
(c) words importing natural persons shall include juristic persons and *vice versa*; and
(d) words in the singular shall include the plural and *vice versa*.

1. ARTICLE 1 – INCORPORATION AND NATURE OF THE COMPANY

1.1 Incorporation

1.1.1 The Company is incorporated as a non-profit company, as defined in the Act.

1.1.2 The Company is incorporated in accordance with and governed by –

1.1.2.1 the unalterable provisions of the Act that are applicable to non-profit companies;

1.1.2.2 the alterable provisions of the Act, subject to the limitations, extensions, variations or substitutions set out in this Memorandum; and

1.1.2.3 the provisions of this Memorandum.

1.2 Objects and powers of the Company

1.2.1 The Company has all of the legal powers and capacity of an individual as contemplated in the Act, and no provision contained in this Memorandum should be interpreted as limiting or restricting those powers in any way whatsoever.

1.2.2 The objects of the Company are as set out in schedule A to this Memorandum, and, except to the extent necessarily implied by the stated objects, the purposes and powers of the Company are not subject to any restrictions, limitations or qualifications, as contemplated in section 19(1)(b) of the Act.

1.2.3 The Company is not subject to any provisions contemplated in section 15(2)(b) or (c) of the Act.

1.2.4 Upon winding up, deregistration or dissolution, the nett assets of the Company remaining after satisfaction of all its liabilities shall, in accordance with item

1(4)(b) of schedule 1 of the Act, be distributed to some other association or intuition having similar objects, or failing such determination, as determined by an order of Court.

1.2.5 The powers of the Company are limited by the tax conditions as contemplated in terms of section 30 of the ITA, in terms whereof the Company shall:

1.2.5.1 submit to the Commissioner for the South African Revenue Service a copy of any amendment to this Memorandum of the Company within 30 (thirty) days of such amendment;

1.2.5.2 not pay any remuneration to any employee, office bearer, member or other person, which is excessive, having regard to what is generally considered reasonable in the sector and in relation to the service rendered;

1.2.5.3 not use its resources directly or indirectly to support, advance or oppose any political party; and

1.2.5.4 comply with such reporting requirements as may be determined by the Commissioner for the South African Revenue Service.

1.2.6 The Company is not knowingly and will not knowingly become a party to, and does not knowingly and will not knowingly permit itself to be used as part of an impermissible avoidance arrangement contemplated in Part IIA of Chapter III of the ITA, or a transaction, operation or scheme contemplated in section 103(5) of the ITA.

1.3 Memorandum and Company rules

1.3.1 This Memorandum may be altered or amended only in the manner set out in sections 16, 17 or 152(6)(b) of the Act.

1.3.2 The authority of the Board to make rules for the Company, as contemplated in sections 15(3) to 15(5) of the Act, is not limited or restricted in any manner by this Memorandum.

1.3.3 The Board may make, amended, repeal or alter:

1.3.3.1 any rules in respect of the Company made in terms of sections 15(3) to 15(5) of the Act; and

1.3.3.2 the Company's rules or this Memorandum in terms of section 17(1) of the Act,

by publishing a copy of such rule or a notice of the alteration, as the case may be, on the Company's website and sending a copy of such rule or notice of alteration by electronic mail to each Director and to each member of the Company who provided the Board with his/her/its electronic mail address, and by filing a copy of the rules or notice of alteration.

1.4 Optional provisions of Companies Act No. 71 of 2008

The Company does not elect, in terms of section 34(2) of the Act, to comply voluntarily with the provisions of Chapter 3 of the Act, except to the extent contemplated by section 84(1)(c) of the Act or to the extent determined by the Directors from time to time.

1.5 Members of the Company

1.5.1 The Company, as contemplated in item 4(1) of schedule 1 of the Act, has members who are in two classes of members, being voting members and non-voting members respectively.

1.5.2 The Company shall have as members the entities and individuals as identified in Schedule B, as well as any additional entities or organisations as may from time to time be approved by the Board.

1.5.3 The membership of any members who fail to make payment of any members' Levies as imposed by the Board from time to time and remain in default notwithstanding having been given ten (10) business days' notice to remedy such default, may within the discretion of the Board be suspended or terminated.

1.5.4 The further terms and conditions of membership in the Company are as set out in schedule B to this Memorandum.

2. ARTICLE 2 – RIGHTS OF MEMBERS

2.1 Members' authority to act

If, at any time, every member of the Company is also a Director as contemplated in section 57(4) of the Act, the authority of the members to act without notice or

compliance with any other internal formalities is not limited or restricted by this Memorandum.

2.2 Members' right to information

A member of the Company has the rights to information as contemplated in section 26(1) of the Act.

2.3 Representation by concurrent proxies

2.3.1 The right of a member of the Company to appoint persons concurrently as proxies, as set out in section 58(3)(a) of the Act, is not limited, restricted or varied by this Memorandum.

2.3.2 A member entitled to vote at a meeting may at any time appoint two or more persons concurrently as proxies to attend, speak and vote at a meeting on his/her/its behalf.

2.3.3 A proxy need not be a member of the Company.

2.3.4 No instrument appointing a proxy shall be valid after the expiration of 6 (six) months from the date upon which it was signed unless specifically stated to the contrary in the instrument of proxy itself.

2.4 Authority of proxy to delegate

A member's proxy does not have authority to delegate the proxy's powers to another person, as contemplated by section 58(3)(b) of the Act, unless the proxy instrument specifically allows for it, and subject to such delegation of the proxy's powers to another person being reduced to writing and subject further to such delegation being delivered to the Company on the same terms as required by 2.5 below.

2.5 Requirement to deliver proxy instrument to the Company

2.5.1 A copy of the instrument appointing a proxy must be delivered to the Company at least one (1) hour prior to the commencement of the members meeting at which the proxy is entitled, in terms of such proxy, to exercise any rights of the member at a members meeting.

2.5.2 Unless the contrary is stated, the form appointing a proxy shall be valid for each adjournment of a meeting to which it relates. No instrument appointing a proxy

shall be valid after the expiration of six (6) months from the date on which it was signed unless specifically states to the contrary in the instrument of proxy itself.

2.5.3 The instrument appointing a proxy may be in any usual or common form approved by the Directors but shall be so worded that the holder thereof may vote for, against or abstain from voting on any one or more of the resolutions proposed at the meeting at which the proxy is to be used.

2.6 Deliberative authority of proxy

The authority of a member's proxy to decide without direction from the member whether to exercise, or abstain from exercising any voting right of the member, as set out in section 58(7) of the Act is not limited or restricted by this Memorandum. A proxy is accordingly entitled to exercise, or abstain from exercising, any voting right of the member without direction, except to the extent that the instrument appointing the proxy provides otherwise.

2.7 Record date for determining member rights

If, at any time, the Board fails to determine a record date, as contemplated in section 59 of the Act, the record date for the relevant matter is as determined in accordance with section 59(3) of the Act.

3. ARTICLE 3 – MEMBERS MEETINGS

3.1 Requirement to hold meetings

3.1.1 The Company is not required to hold any members' meetings other than those specifically required by the Act.

3.1.2 The Company is required to hold an annual general meeting not later than six (6) months after the end of each financial year of the Company. The annual financial statements shall be tabled at the annual general meeting and shall thereafter be available for inspection by any member(s).

3.2 Members' right to requisition a meeting

The right of members to requisition a meeting, as set out in section 61(3) of the Act, may be exercised by at least 15% (fifteen percent) of the voting members.

3.3 Location of members' meetings

The authority of the Board to determine the location of any members' meeting, as set out in section 61(9) of the Act, is not limited or restricted by this Memorandum of Incorporation, save that all meetings must be held in the Republic of South Africa. The Board accordingly has the authority to determine the location of any members' meeting, anywhere in the Republic of South Africa.

3.4 Notice of members' meetings

3.4.1 The minimum number of days for the Company to deliver a notice of a members' meeting to the members is 15 (fifteen) business days before the meeting is to begin, as provided for in section 62(1) of the Act.

3.4.2 The Company may call a members' meeting with less notice than required in terms of 3.4.1 above if every person entitled to vote in respect of any item on the agenda of the meeting is present at the meeting and votes to waive the required minimum notice of the meeting.

3.4.3 The notice of a members' meeting must be in writing, clearly stating the date, time, place, record date and purpose of and/or matters to be considered at the meeting.

3.4.4 In addition to 3.4.3 above, such a notice must also include a copy of any proposed resolution to be considered at the meeting and contain a reasonably prominent statement of the members' rights with regards to appointing proxies.

3.4.5 Any immaterial defect in the notice of a members' meeting does not invalidate any action taken at the meeting.

3.4.6 Any material defect in the giving of the notice of a members' meeting will prevent the meeting from proceeding, unless every member entitled to exercise voting rights in respect of any item on the meeting agenda is present at the meeting and votes to approve the ratification of the defective notice.

3.5 Electronic participation in members' meetings

The authority of the Company to conduct a members' meeting entirely by electronic communication, or to provide for participation in such a meeting by electronic communication, as set out in section 63 of the Act, is not limited or restricted by this Memorandum.

3.6 Quorum for members' meetings

3.6.1 The quorum requirements for any members meeting to begin, or for a matter to be considered, are as set out in section 64(1), subject to a minimum of 20% (twenty percent) members present and entitled to vote, of which at least 2 (two) shall be Directors of the Company.

3.6.2 The time periods allowed in section 64(4) and (5) of the Act apply to the Company without variation, provided that the Board may, if circumstances so require, determine postponement or adjournment periods that differ from those in section 64(4) and (5) of the Act. The maximum period allowable for an adjournment of a members meeting is as set out in section 64(12) of the Act.

3.6.3 The authority of a meeting to continue to consider a matter, as set out in section 64(9) of the Act, is not limited or restricted by this Memorandum.

3.7 Adjournment of members' meetings

A meeting may not be adjourned beyond the earlier of the date that is 120 (one hundred and twenty) business days after the record date determined for the meeting in terms of section 59 of the Act, or the date that is 60 (sixty) business days after the date on which the adjournment occurred.

3.8 Members' resolutions

3.8.1 For an Ordinary Resolution to the adopted at a members' meeting, it must be supported by at least 50% (fifty percent) of the members who voted on the resolution, as provided in section 65(7).

3.8.2 For a Special Resolution to be adopted at a members meeting, it must be supported by at least 75% (seventy-five percent) of the members who voted on the resolution, as provided in section 65(9) of the Act.

3.8.3 Only those matters set out in section 65(11) of the Act are required to be determined by way of special resolution. All other matters to be determined by the members shall be determined by way of an ordinary resolution.

3.8.4 Subject to the provisions of this Memorandum, no person other than a duly registered voting member who has paid every sum which is due and payable to the Company in respect of or arising out of his/her/its membership and who is not under suspension, shall be entitled to vote on a matter at any members' meeting.

3.9 Members acting other than at a meeting

Subject to the provisions of the Act, a resolution in writing signed by the majority of the members entitled to receive notice and to attend and vote at a meeting shall be as valid and effective as if it had been passed as an ordinary resolution at a meeting duly called and constituted. Similarly, a resolution signed by members holding 75% (seventy five percent) or more of the voting rights entitled to receive notice and to attend and vote at a meeting shall be as valid and effective as if it had been passed as a special resolution at a meeting duly called and constituted. Any resolution in terms of this Article may consist of several documents of the same form, each of which is signed by one or more members in terms of this Article and shall be deemed to have been passed on the date of signature thereof by the last member entitled to sign same.

4. ARTICLE 4 – DIRECTORS AND OFFICERS

4.1 Composition of the Board

4.1.1 The Board shall comprise of a minimum of 5 (five) Directors, each of whom is to be appointed in the manner as set out in schedule C of this Memorandum and each of whom is to serve for a term determined in accordance with item C.1.5 of schedule C attached hereto.

4.1.2 A Director need not be a member of the Company.

4.1.3 Apart from satisfying the qualification and eligibility requirements set out in section 69 of the Act, a person need not satisfy any further eligibility requirements or qualifications to become or remain a Director.

4.1.4 The further terms and conditions of directorship are as set out in schedule C to this Memorandum.

4.1.5 Alternate Directors, who shall act in the stead of any appointed Director(s) during any period during which the Director(s) concerned may not be available to act as Director(s) shall be appointed in terms of the provisions of Schedule C to this Memorandum.

4.2 Authority of the Board

The authority of the Company's Board of Directors to manage and direct the business and affairs of the Company, as set out in section 66(1) of the Act is not limited or restricted by this Memorandum.

4.3 Board of Directors Meetings

4.3.1 The authority of the Board to consider a matter other than at a meeting, as set out in section 74 of the Act, is not limited or restricted by this Memorandum. The Board has the power to consider any matter and adopt any resolution other than at a meeting, as set out in section 74 of the Act and, accordingly, any decision that could be voted on at a meeting of the Board may instead be adopted by the written consent of a majority of the Directors, provided that each Director has received notice of the matter to be decided.

4.3.2 The right of the Company's Directors to requisition a meeting of the Board, as set out in section 73(1) of the Act, may be exercised by at least 25% of the Directors, in the case of the Board having 12 (twelve) or more members, or two (2) Directors in any other case.

4.3.3 The authority of the Board to conduct a meeting entirely by electronic communication, or to provide for participation in a meeting by electronic communication, as set out in section 73(3) of the Act, is not limited or restricted by this Memorandum. The Board accordingly has the power to conduct a meeting entirely by electronic communication, as set out in section 73(3) of the Act, provided that the electronic communication facility enables all persons participating in the meeting to communicate concurrently with each other.

4.3.4 The Board may determine the form and time of giving notice of its meeting as set out in section 73(4) of the Act, provided that no meeting shall be convened without notice to all of the Directors and that the notice period for the convening of any meeting of the Board will be at least seven (7) days, unless a decision of the Directors is required on an urgent basis and it is agreed on by all Directors, in which event the meeting may be called on shorter notice.

4.3.5 The authority of the Board to proceed with a meeting despite a failure or defect in giving notice of the meeting, as set out in section 73(5) of the Act, is not limited or restricted by this Memorandum.

4.3.6 A majority of the Directors, which must include the directors appointed by Stellenbosch Wine Route NPC (Registration Number 2002/005258/08) and Stellenbosch Publicity and Marketing NPC (Registration Number 1995/010481/07) for as long as they are members of the Company, must be present at the meeting before a vote may be called at a meeting of Directors being present.

4.3.7 Each Director who is not nominated by a specific member Group shall have one (1) vote on a matter before the Board. Directors who are nominated as directors by specific member Groups shall have such number of votes in a matter before the Board as are held by the member Group who appointed the Director for any matter serving before the members.

4.3.8 The Municipality of Stellenbosch shall nominate a representative, who shall be an official of the Municipality, who shall be invited to and shall be entitled to attend all meetings of the Board (the "Municipal Representative"). The Municipal Representative shall be permitted to participate in Board Meetings but shall not be entitled to vote on any matters serving before the Board. The Municipal Representative shall also not be considered for purposes of establishing a quorum for any Board meetings.

4.4 Indemnification of Directors

4.4.1 The authority of the Board to authorise the Company to advance expenses to a Director, or indemnify a Director, in respect of the defence of legal proceedings, as set out in section 78(4) of the Act, is not limited or restricted by this Memorandum.

4.4.2 The authority of the Board to authorise the Company to indemnify a Director in respect of any liability arising other than as contemplated in section 78(6) of the Act, as set out in section 78(5) of the Act, is not limited or restricted by this Memorandum.

4.4.3 The authority of the Board to purchase, on behalf of the Company, insurance to protect the Company against any contingency or a Director against any liability or expenses for which the Company is permitted to indemnify the Director in accordance with section 78(5) of the Act, as set out in section 78(7) of the Act, is not limited or restricted by this Memorandum.

4.5 Officers and Committees of the Board

4.5.1 The Board may appoint any officers it considers necessary to better achieve the objects of the Company.

4.5.2 The Board is authorised to appoint executive or other ad hoc committees of Directors, and to delegate to any such committees any of the authority of the Board, as set out in section 72(1) of the Act, and to include in any such committees persons who are not Directors, as set out in section 72(2)(a) of the

Act, as long as such committee members are not ineligible or disqualified from being Directors in terms of the Act or this Memorandum and no such person has a vote on a matter to be decided by the committee.

4.5.3 The Board may elect and appoint from its Board members a chairman and a vice-chairman, which appointment(s) shall be made for periods of 3 (three) years each and on the basis that any person elected as chairman or vice-chairman shall be entitled to be re-elected for a second term of 3 (three) years. Any person elected as chairman or vice-chairman shall, after the completion of a second term, again become available to be elected as chairman or vice-chairman after the expiry of the term of appointment of any successor chairman or vice-chairman who may be appointed upon the completion of the second term of such chairman or vice-chairman.

4.5.4 The chairman or, in his or her absence, the vice-chairman shall not have a casting vote on any matters considered by the Board (i.e. a vote over and above the vote which the chairman or vice-chairman holds as director of the Board).

4.5.5 A committee appointed by the Board is not limited or restricted by this Memorandum and such committee has the full authority of the Board in respect of a matter referred to it, and may consult with or receive advice from any person.

4.5.6 The Board shall constitute a remuneration committee. The remuneration committee shall function as a committee of the Board and shall have as members the chairman of the Board, the directors representing Wine and Stay and the chairman of the financial committee, a committee also to be constituted by the Board. The remuneration committee may engage an independent consultant to participate in the deliberations of the committee in an advisory capacity. The remuneration committee shall appoint a chairman who shall be one of its members. All decisions of the remuneration committee, including the appointment of its chairman, shall be taken by a majority vote of its members.

5. ARTICLE 5 – NON-PROFIT AND PUBLIC BENEFIT STATUS OF THE COMPANY

5.1 The Company's income and property are not distributable to its members or office-bearers, except as reasonable compensation for services rendered.

5.2 Subject to the provisions of the Act, the Company's members and office-bearers have no rights in the property or other assets of the organisation solely by virtue of their being members or office-bearers.

5.3 The Company's financial transactions must be conducted by means of a banking account held with a bank registered under the Banks Act No. 94 of 1990.

5.4 Notwithstanding any other provision of this Memorandum, the Company must at all times have at least five (5) Directors.

5.5 No Director may be a connected person (as contemplated in the ITA) in relation to another Director.

5.6 The Company may not directly or indirectly distribute any of its funds to any person otherwise than in the course of undertaking any public benefit activity as defined in the ITA and is required to utilise its funds solely for the object for which it has been established.

5.7 The Company may not accept any donation which is recoverable at the instance of the donor for reasons other than a material failure to conform to the designated purposes and conditions of such donation, including any misrepresentation with regard to the tax deductibility thereof in terms of section 18A of the ITA, provided that a donor [other than a donor which is an approved public benefit organisation as defined in the ITA or any institution board or body which is exempt from tax in terms of section 10(1)(cA)(i) of the ITA, which has as its sole or principal object the carrying on of any public activity as defined in the ITA] may not impose conditions which could enable such donor or any connected person in relation to such donor (as contemplated in the ITA) to derive some direct or indirect benefit from the application of such donation.

5.8 The Company must submit a copy of each amendment of this Memorandum to the Commissioner of the South African Revenue Service.

SCHEDULE A – OBJECT AND NATURE OF THE COMPANY

1.1 The object of the Company is to perform the functions of destination marketing, social economic development and visitor services in Stellenbosch town and surrounding areas (collectively "Stellenbosch"), for the benefit of the broader Stellenbosch community.

1.2 The Object of the Company complies with the requirements as set out in section 1(a) of schedule 1 of the ITA being:

- a public benefit object; or
- an object relating to one or more cultural or social activity, or communal or group interest; and
- is consistent with the principles set out in this schedule and the Memorandum.

1.3 The Company shall apply all of its assets and income, however derived, to advance the Object and may:

1.3.1 acquire and hold securities issued by a profit company; or

1.3.2 directly or indirectly, alone or with any other person, carry on any business, trade or undertaking consistent with or ancillary to the Object.

1.4 The Company may not, directly or indirectly, pay any portion of its income or transfer any assets, regardless of how the income or asset was derived, to any incorporator, member, Director or person appointing a Director of the Company, except in the following situations:

1.4.1 as reasonable remuneration for goods delivered or services rendered to, or at the direction of the Company;

1.4.2 reasonable payment of, or reimbursement for, the expenses incurred to advance the Object of the Company;

1.4.3 as a payment of an amount due and payable by the Company in terms of a *bona fide* agreement between the Company and that person;

1.4.4 as a payment in respect of any rights of that person, to the extent that such rights are administered by the Company in order to advance the stated object of the Company; or

1.4.5 in respect of any legal obligation binding on the Company.

1.5 Substantially the whole of the Company's funding must be derived from its annual or long-term members or from appropriation by the government of the Republic of South Africa in the national, provincial or local sphere.

1.6 The Company may not have a share or other interest in any business, profession or occupation which is carried on by its members.

SCHEDULE B – MEMBERSHIP

1 The membership of the Company consists of two classes, namely members with voting rights and members without voting rights:

2. **MEMBERS WITHOUT VOTING RIGHTS:**

Members without voting rights shall comprise the following:

2.1 **Beyond Stellenbosch members** - Beyond Stellenbosch members shall be any natural person, juristic person, company, institution or other body who is not located in Stellenbosch or its surrounding areas who the Board, within its discretion may elect to admit as a member without voting rights. Beyond Stellenbosch do not have voting rights at annual- or special general meetings.

2.2 **Other members:** Any other category or members or individual members who the Board within its discretion may from time to time decide to admit as members without voting rights.

3. **MEMBERS WITH VOTING RIGHTS i.e. ORDINARY MEMBERS**

3.1 Ordinary members may be natural persons, juristic persons, companies, institutions or other bodies who apply in writing (in a form determined by the Board) to become a members of the Company, who support the object of the Company and, whose application is approved by the Board and who, after membership has been awarded to them, pays the yearly membership Levies as determined by the Board.

3.2 Ordinary members shall apply for membership within one (1) or more of the Groups within the Company. The Board shall enjoy final discretion in the determination of the Group/s in which any member or party applying for membership shall be allocated.

3.3 The number of votes held by the members of the Company will be determined as follows:

3.3.1 in respect of an annual financial Contribution made by an ordinary member which is below R 1,000.00 (one thousand Rand), one (1) vote; and

3.3.2 in respect of an annual financial Contribution made by an ordinary member which is above R 1,000.00 (one thousand Rand), one (1) vote for each completed R 1,000.00 (one thousand Rand) contributed.

The Contribution referred to in this clause, during the first year of incorporation of the Company, or in the case of new members to be admitted, will be based on members' committed Contributions for the

Company's current financial year, and subsequently, on the higher of members' committed Contribution for the current financial year or members' actual Contribution for the preceding financial year.

4. Annual membership Levies, in an amount determined from time to time by the Board and notified to the members, are payable annually in advance on such date as determined by the Board or in equal monthly instalments, monthly in advance. Failure by a member to make payment within 30 (thirty) days from the due date will automatically suspend the membership of that member. The Board may within its election decide to terminate the membership of any suspended members. Suspended members shall not enjoy any rights or privileges of membership for as long as such suspension is of effect.

5. A member ceases *ipso facto* to be a member of the Company:

5.1 should the estate of that member be placed under final sequestration;

5.2 if, in the case of a juristic person, an order for final liquidation of the member is approved or a special resolution for the liquidation of the member is adopted or the member is otherwise wound up or deregistered;

5.3 should such member be placed under curatorship;

5.4 should such a member is released from his or her obligations as a member by a decision of the Board;

5.5 should the member resign as a member of the Company by means of a written notice, the effective date for which resignation shall be not shorter than 60 (sixty) days, unless otherwise agreed by the Board;

5.5 should the Board terminate the member's membership due to non-payment by the member of any Levies due to the Company or due to any other breach of the member's obligations, including the obligation not to do anything which may adversely affect the object of the Company and/or the image and reputation of the Company.

6. Each member undertakes to contribute to the assets of the Company in the event of its being wound up either while the member is a member or within one (1) year thereafter, for the purpose of payment of the debts and liabilities of the Company contracted before the member ceases to be a member, and of the costs, charges and expenses of the winding up, and for the adjustment of the rights of the contributories amongst themselves, in each case in an amount not exceeding R100.00 (one hundred rand). The liability of members to make contributions as stated aforesaid is accordingly limited to the maximum amount referred herein.

7. The qualification requirements for membership of the Company, as well as the Group or Groups in which each member shall be placed, shall be determined from time to time by the Board or any committee established by the Board for such purpose.

8. Members shall be admitted to membership within one or more of the following Groups:

8.1 Wine, which member grouping includes wine farms, wine estates and wine producers;

8.2 Accommodation, which member grouping includes hotels, guesthouses, Air BnB and self-catering;

8.3 Restaurants, which member grouping includes fine dining, bistros, cafés, eateries, coffee shops and bars;

8.4 Experiences, which member grouping includes sport facilities, outdoor activities, galleries and tours;

8.5 Events, which member grouping includes venues, events, festivals, catering and entertainment;

8.6 Social Development, which member grouping includes community projects, NGO's and skills development; or

8.7 any other Group(s) established by the Board from time to time.

9. The Board shall keep an updated register of members.

SCHEDULE C – DIRECTORS

1. **Appointment of Directors**

1.1 The Board shall at any time comprise a minimum of five (5) Directors who shall be appointed in the following manner:

1.1.1 two (2) Directors may be appointed by the Stellenbosch Wine Route NPC (Registration Number 2002/005258/08) (Wine Group);

1.1.2 two (2) Directors may be appointed by the Stellenbosch Publicity and Marketing NPC (Registration Number 1995/010481/07) (Accommodation Group);

1.1.3 one (1) Director may be appointed by each of the remaining Groups;

1.1.4 one (1) Director may be appointed by Stellenbosch University;

1.1.5 the chief executive officer of the Company shall be appointed as a director *ex officio*.

1.2 The Board shall have the right to from time to time co-opt additional Directors onto the Board as extra Board members for a period of time or for a specific task, should such a person have a specific skill or area of expertise or experience in a particular matter (such as community leaders or other similar persons with a proven expertise or relevant background). Co-opted Board members shall each have one (1) vote in respect of any matters serving before and to be decided upon by the Board.

1.3 Should any director appointed by any Group cease to act as director at any time prior to the scheduled annual general meeting at which a replacement director is to be appointed by the Group concerned, the Group concerned may nominate a replacement director to fill the vacancy of the director who ceases to act as such.

1.4 Any Group who has appointed a director or directors in terms of clause 1.1 may require that the appointment of its director or directors be terminated. Should any such request be made by a Group and the director or directors concerned should not voluntarily resign from their directorships, the Board and the members shall cooperate and take all such steps as may be required to terminate the appointment of the director or directors concerned.

2. **Votes**

2.1 Directors shall, on any matter serving before the Board, have such number of votes equal to the number of votes held by the member(s) constituting the specific member Group who appointed that Director to the Board in terms of clause 1.1 above in respect of any matters serving at members' meetings.

2.2 In respect of more than one (1) Director being appointed by a member Group, the total number of votes held by those Directors shall be the total number of votes determined as contemplated in clause 2.1 above, equally divided between them.

2.3 Directors not specifically appointed by any member Group, shall each have one (1) vote.

3. Veto rights:

In the event that a member Group contributes more than 25% (twenty-five percent) of the total membership Contributions received by the Company in a particular year, the Director(s) appointed by such a member Group will in the relevant year enjoy a veto right in respect of any board decisions, to the effect that, in order for a resolution of Directors to be approved, the vote(s) of the Director(s) appointed by such member(s) must form part of such majority vote.

4. Election of representative directors of Groups:

The members of each Group shall vote amongst themselves on the appointment of any Director, Directors and Alternate Director(s) to such appointed Director or Directors, to be appointed by such Group to serve on the Board in terms of clause 1 above. Such voting amongst the members of each Group shall take place by simple majority vote.

5. Period of appointment

All Directors appointed by Groups are appointed for a period of 3 (three) years from date of appointment or, in instances where the termination of the 3 (three) year period does not coincide with an annual general meeting of the Company, until the date upon which the next annual general meeting or special general meeting of the Company takes place. Directors may be appointed for a second term not exceeding 3 (three) years. After the completion of a second term, any person shall not be eligible for re-election as a Director until the expiry of 3 (three) years, reckoned from the termination of the second term of the Director's appointment.

6. Voting

To the extent required, all of the members undertake to exercise, from time to time, their voting rights in such manner as required to give effect to the appointment of Directors as contemplated in this Schedule C. Any failure by a member to act accordingly shall constitute a material breach by the member concerned of its membership conditions which shall entitle the Board to suspend or terminate the membership of the member concerned.

ADOPTION

This Memorandum was adopted by the members of the Company in accordance with section 16 of the Act by the passing of a special resolution at a general meeting of the Company held at ••• on ••• 2023.

VISIT STELLENBOSCH NPC
Signatory:
Designation: Director and Chairman

STELLENBOSCH

A DYNAMIC DESTINATION MARKETING APPROACH FOR STELLENBOSCH

2024/2025

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VISIT STELLENBOSCH

About

Visit Stellenbosch, the official DMO for Stellenbosch, **connects, supports** and **promotes** all tourism sectors, **creating** a compelling and unique place experience for locals and visitors throughout the year.

Centralising the operational functions and resources of Stellenbosch stakeholders in wine, food, accommodation, experiences, Visit Stellenbosch's long-term tourism plan is aimed at improving service excellence, driving business support and development, unlock economic opportunities, promoting and marketing the tourism destination and enhancing the place experience for locals and visitors alike.

At the heart of this lies a determined, focus on tourism-led social solutions, specifically for the benefit of tourism enterprise support and growth.

Visit Stellenbosch is committed to bringing about **sustainable and measurable economic progress through tourism.** An enlarged and accelerated tourism sector will support more enterprises and subsequently more employment and trade opportunities.

Our goal is to create an enabling environment for increased job opportunities and economic advancement. This can be achieved, not only by inspiring visitors to stay longer, do more and visit us again, but by driving targeted and focussed efforts to support and promote all tourism businesses.

Visit Stellenbosch implemented a long-term destination strategy to maximise the tourism potential with concrete and realistic metrics/milestones for monitoring and evaluation over time. These measures-of-success / KPIs (for sectors, stakeholders, residents and visitors) will guide the effective planning of programmes and activities to ensure that we meaningfully invest resources for maximum impact.

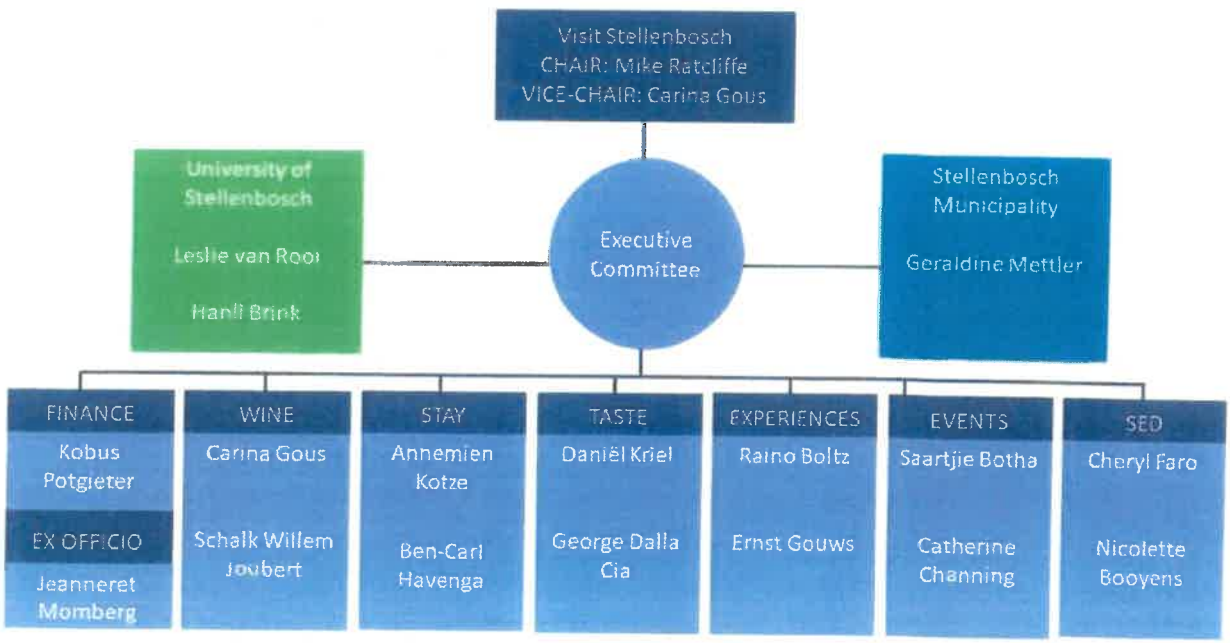


Corporate Governance and Institutional Development

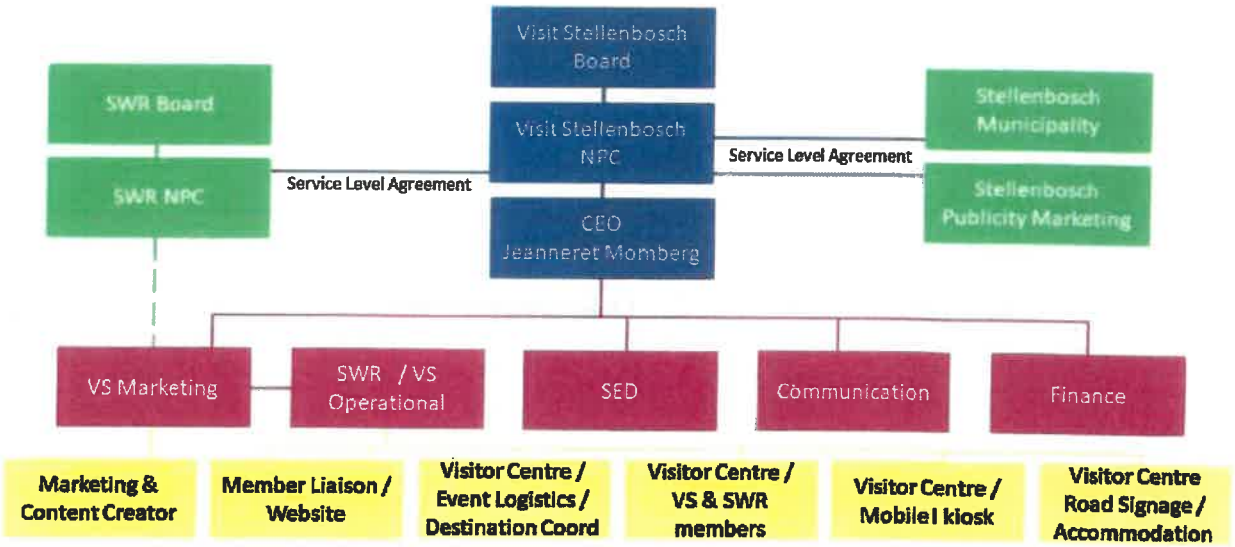
Visit Stellenbosch has a healthy financial cash flow status and is overseen by a financial committee represented on the board. The board of directors represents each sector as well as our two strategic partners, Stellenbosch Municipality and Stellenbosch University. Board meetings are held quarterly and monthly Management Reports are circulated to the board.

As Visit Stellenbosch benefits directly from municipal funding, the role of the Stellenbosch Municipality on the board is merely advisory. This is in alignment with municipal policy.

Visit Stellenbosch Board Structure



Stellenbosch is a diverse, authentic destination, which exudes tangible warmth and generosity, and is driven by a focused vision to ensure sustainable growth and benefits to all communities.



Visit Stellenbosch meaningfully invests resources with board approval, supporting thriving projects which are enabling productive team dynamics.

Visit Stellenbosch adheres to all labour and operational requirements and continually review and enhance HR policies.

Visit Stellenbosch continues to deliver industry orientation and service excellence training through reputable service providers for the skills development programmes we promote.

Visit Stellenbosch continues to work with educational institutions by providing opportunities for their students to do either job shadowing, in-service training or are absorbed into the job-market permanently



Our Vision for Stellenbosch

Visit Stellenbosch provides a destination marketing function and brand that encompasses all aspects of the tourism economy in Stellenbosch.

This brand goes beyond our history and scenery and captures the energy and soul of Stellenbosch – a place where people come to discover, learn, create, start up, launch and bring into being.

Visit Stellenbosch embraces this spirit of advancement by creating shareable moments for locals and visitors, representative of a town that celebrates its past, but is also passionate about its future as a dynamic, youthful hub of innovation.

Our goal is to create an enabling environment for increased job opportunities and economic advancement.

Visit Stellenbosch aims to find ways to connect, equip, and bring about sustainable and measurable growth through tourism, as economic opportunities are not absorbed equally by community based, previously disadvantaged and marginalised enterprises. Our goal is to widen the tourism economic stream and bring about systemic change in our town through deliberate efforts to drive tourism-led solutions for the benefit of all tourism sectors.

In 2023 Visit Stellenbosch embarked on a process of formalising our vision for the future through the release of the Visit Stellenbosch Vision 2030 document. The release was preceded by extensive engagement with all stakeholders, including the Stellenbosch Municipality.

Scope and Purpose of Vision 2030

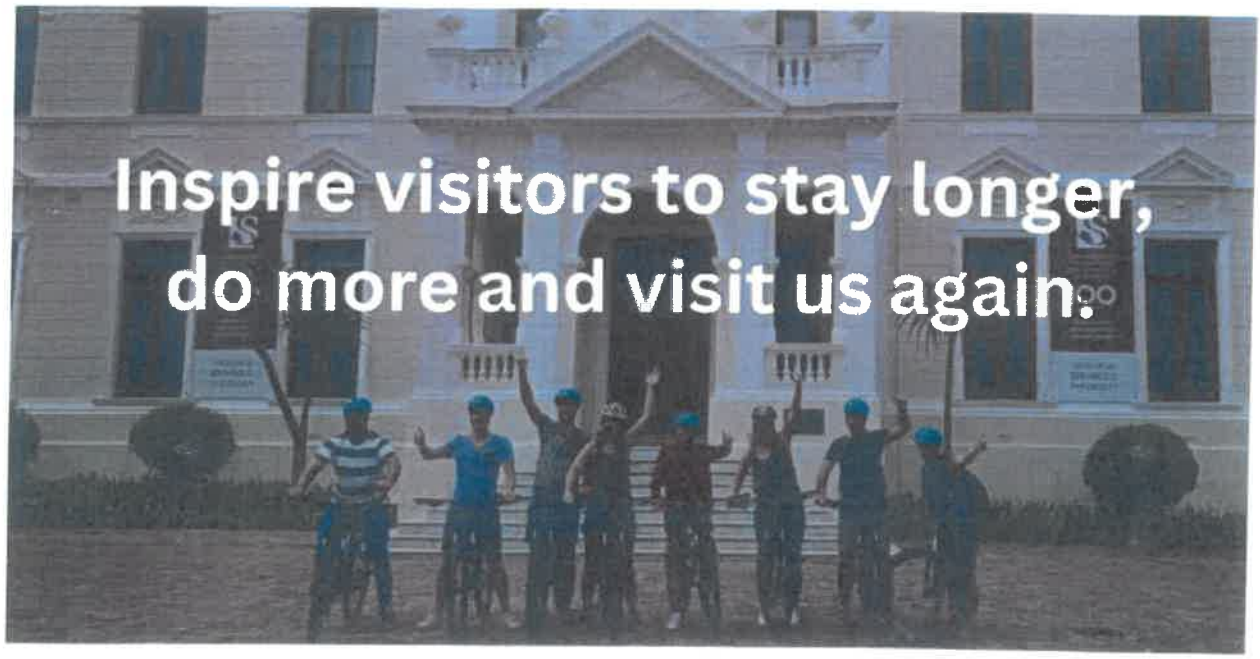
Thie Vision 2030 document offers a strategic roadmap for sustainably growing Stellenbosch's tourism over the medium term. It presents a unified vision backed by tangible goals and high-level strategies aimed at maximising tourism's economic benefits while growing community distribution. The blueprint

enables stakeholders - from policymakers to local businesses, community members and industry partners - to collaboratively transform Stellenbosch into a world-class, year-round destination.

Vision 2030 Goals

- Regenerative tourism: Catalyse socio-economic development and social cohesion, to enhance the quality of life for marginalised or underprivileged Stellenbosch communities.
- High-yield low volume tourism: Attract high-value, resilient tourism within capacity limits.
- Event-driven strategy: Champion events, especially during off-peak seasons.
- *World-class experience*: Pursue excellence in visitor experiences for all.
- Unified ecosystem: Enhance coordination of stakeholders.

Mission



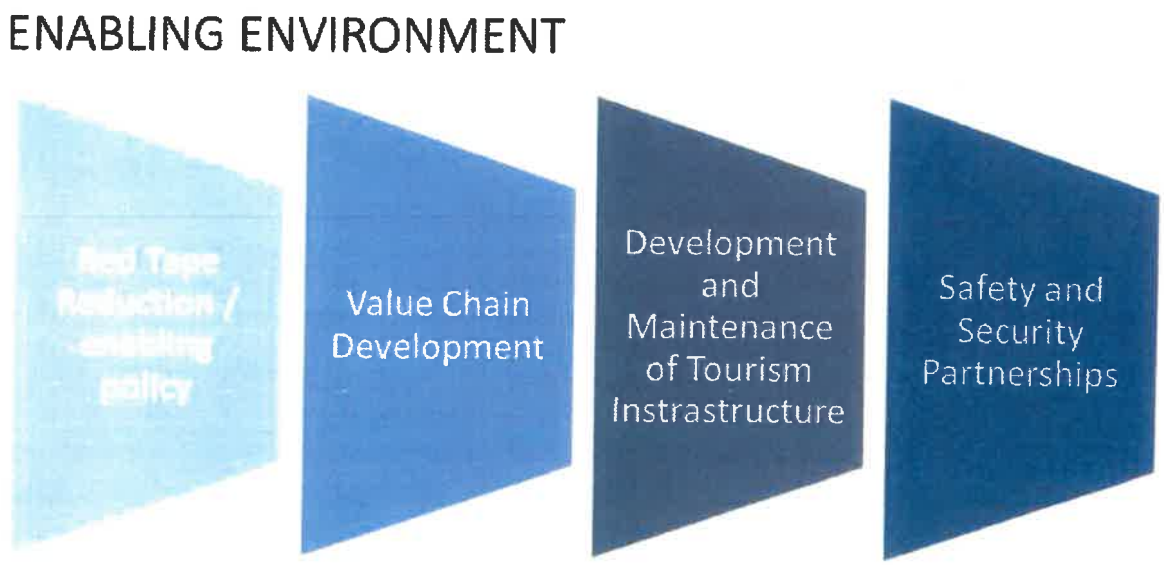
Brand Positioning Statement

Stellenbosch is a vibrant, university town, surrounded by majestic mountains, that offers a rich history with wine, culture and outdoor experiences that inspire and exceeds expectations to local and international, discerning consumers.

Mandate

The primary mandate for Visit Stellenbosch remains the implementation of an integrated, strategic **marketing** plan focussing on sustainable and scalable solutions aligned with National, Provincial and Municipal tourism policies. Our aim is to mobilise all available resources with one goal: marketing and promoting brand Stellenbosch and as a result growing the tourism economy for all.

We continue with our **business support** mandate by facilitating an enabling environment for economic growth and recovery. Although the Stellenbosch tourism sector has experienced a flourishing post-covid recovery period, it will remain some time before all tourism businesses experience the degree of economic stability similar to the time preceding covid. Seasonality remains a major challenge and all our efforts are aimed at growing visitor's numbers in the traditional off-season period between May and October.

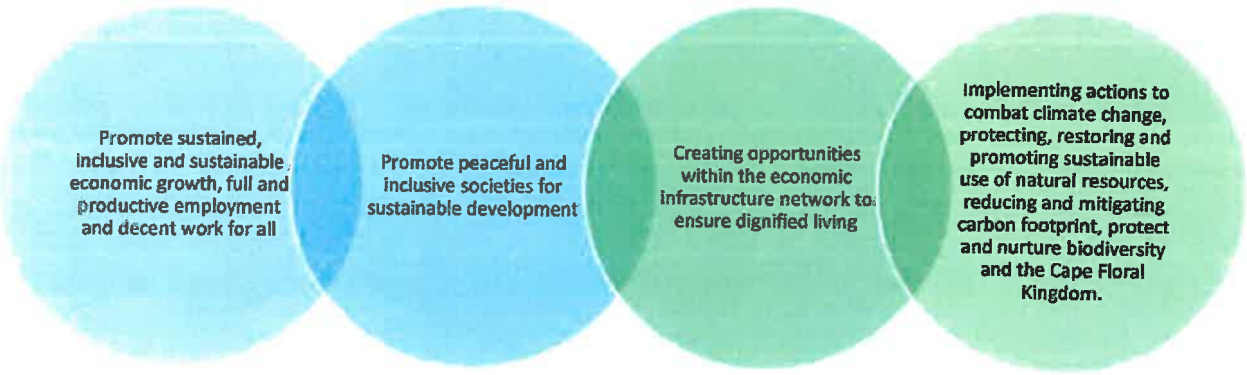


Alignment with the Strategic Objectives of Local, Regional, Provincial and National Governments

The Visit Stellenbosch strategy is **aligned with the strategic objectives of the Stellenbosch Municipality**, reinforcing the vision of positioning Stellenbosch as Innovation Capital of South Africa.

Visit Stellenbosch continues our effort to support the Municipality in its mandate to create an enabling environment for economic growth and recovery, backing the Municipality's drive for dynamic,

efficient, accountable and quality service delivery, underpinned by a passion for excellence, innovation and good governance. Our organisation is committed to making a positive impact, harnessing tourism's benefits to achieving sustainable development goals, and stimulate job creation to improve the quality of life in Stellenbosch, for all its people.



As part of the National Tourism directive, Visit Stellenbosch supports and encourages the tourism development agenda. In conjunction with this approach, we primarily concentrate our efforts on tourism marketing and visitor services delivery to drive awareness and demand for Stellenbosch. If we can attract more visitors to Stellenbosch, we can increase spend and positively impact the lives of people sustained by tourism.

The Visit Stellenbosch tourism marketing strategy is also aligned with the Local Economic Development Strategy objectives. We work with the Stellenbosch Municipality to improve the dispersal of visitors across Stellenbosch, beyond the traditional tourism sites to include townships and community-based offerings.

Our plan is also aligned with the vision of the Western Cape Tourism Blueprint 2030: "to boldly build a thriving visitor economy that increases its contribution to the provincial economy while creating a sustainable and competitive destination for years to come."

According to the Blueprint the role of the LTA should be to coordinate local stakeholders, foster collaboration between the private sector, public sector and communities, and develop and implement destination marketing and promotion strategy in line with the regional brand.

Strategic Relations

Partnerships and collaboration are essential to ensure that opportunities and resources are maximised. Visit Stellenbosch's strategic partners include:

- Regional and Local Tourism Organisations
- SA Tourism (and their country offices
- Fedhasa (Federated Hospitality Association of SA)

worldwide)
- Wesgro (Western Cape Destination Marketing, Investment and Trade Promotion Agency)
- Western Cape Department of Economic Development and Tourism (DEDAT)
- WOSA (Wines of South Africa)
- Vinpro (Industry association driving Wine Tourism)
- SA embassies
- Cape Winelands District Municipality
- Stellenbosch Business Sector
- Sporting / Service Clubs & community organisations
- Stellenbosch University and other Tertiary Institutions
- Business Chambers
- Event/Festival organisers
- Property developers, investors
- Media
- Stellenbosch Network
- Stellenbosch Unite
- Tourism Trade
- SATSA (Inbound Tourism Industry Body)

Dwarsrivier Valley Tourism

Visit Stellenbosch is responsible for the destination marketing and management of Dwarsrivier. The complexity of their past socio-political relationship with Stellenbosch is recognised and through extensive consultation and a sensitive and inclusive approach, great advances have been made to lay a solid foundation to unlock the tourism potential of this budding destination. We are focused on realising meaningful social impact through economic development objectives which will hold notable benefit for all the Dwarsrivier communities.

Dwarsrivier Valley Tourism enterprises are developed and supported to become thriving and sustainable businesses, keeping the distinct Dwarsrivier personality and charm of their offerings intact. This process is guided by the Dwarsrivier Valley Tourism Brand Strategy*. The products and stories of Dwarsrivier and its people are told with authenticity and compassion.

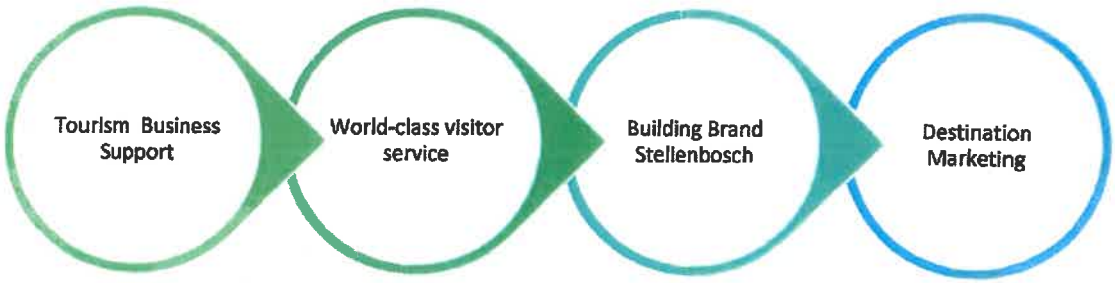
Dwarsrivier
Valley Tourism

* Available on request

VISIT STELLENBOSCH: STRATEGIC OBJECTIVES AND DELIVERABLES

The Visit Stellenbosch strategic plan is a "living document" and does not stand in isolation. Various national, provincial, regional and local legislations, policies, and plans were analysed and considered in drafting and implementation of the strategy.

The high-level vision for tourism and economic growth in all Stellenbosch communities provide the focus and framework of the following strategic objectives:





Tourism Business Support

Effective tourism business support will not only result in more visitors, but more investment, more sustainable jobs and ultimately a better place to live for all the people of Stellenbosch.

- Support stakeholders under a joint destination strategy.
- To bring about opportunities by growing the total value of the tourism sector in Stellenbosch and creating more economic opportunities.

- To offer support and a marketing platform to community-based tourism entrepreneurs through various partnerships and networks as aligned with our Socio-Economic Development strategy*.
- To facilitate employment access for youth by connecting employers with our partner training colleges, advancing employer-led training and offering ongoing on-the-job development for youth employees.
- To actively pursue social cohesion across the greater Stellenbosch region through activities and engagements that promote inter-cultural dialogue, commercial opportunities and a spirit of solidarity.
- To develop, support and grow the Dwarsrivier tourism sector, cultivating social cohesion and integrating the regions' personality and products with the greater Stellenbosch tourism offering.
- Present and promote events as a driver for positive economic impact, amplified by integrated promotion strategy to boost the destination's image and the lives of the people of Stellenbosch.
- Position Stellenbosch as a dynamic destination for business tourism with a good selection of venues, access to infrastructure and proximity to airport and Cape Town.

Visit Stellenbosch has embarked on a process to formalise a sustainability strategy for the Stellenbosch Tourism Industry, not only creating an inviting destination for the sustainable conscious visitor, but also creating opportunity for the Stellenbosch tourism community to align with sustainable practices.

A sustainable tourism strategy will encourage our tourism community to take full account of its current and future economic, social and environmental impacts whilst addressing the needs of visitors, the industry, the environment and our communities.

World-class visitor service

There is a strong correlation between Visit Stellenbosch's success and great guest services. Visit Stellenbosch continues to ensure that we meet a high standard of customer service and provide memorable visitor experiences that will generate new and repeat visitation. Satisfied customer service cycle generates increased customer loyalty.

- To improve every touchpoint of the customer journey and help locals and visitors to have an experience worth travelling for and raving about.
- Pulling the buying power of locals to support community and small businesses across the tourism sector.
- Inspires a culture of solidarity, community and unity through its Support Stellenbosch platform and specific campaigns, such as Stay & Play Stellenbosch, and I am Boscher.

Positive personal travel experiences, will help to tell the right stories to the right people who will share them with the world.

* Available on request

Building Brand Stellenbosch

Visit Stellenbosch adopted a communication strategy* that creates a unifying destination brand with which all stakeholders can engage, and which successfully translates the destination's value proposition vs its competitors'.

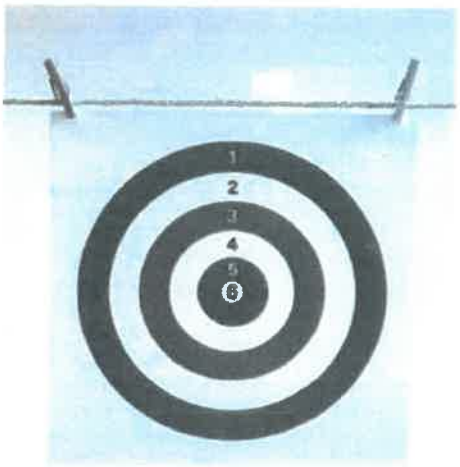
- Enhance our national and international image

- Create awareness of Stellenbosch as an innovation hub and an outstanding place to visit and live.
- Impact visitor brand perception by investing in improving products through mentorship, education and sharing of resources.
- Support the inclusive co-creation of our destination
- Extract value from the visitors already visiting our region.
- Support the common goals and principles that unite stakeholders and produce a long-term destination strategy.
- Position Stellenbosch as a preferred tourism destination that leverages on our strong brand recognition as a leading wine tourism region.
- Capitalising on the youthful, innovative spirit of Stellenbosch – a juxtaposition of the existing reputation that Stellenbosch has as an historic destination. Goodbye 'City of Oaks', hello 'Forever Young'.

Destination Marketing

Visit Stellenbosch broke away from traditional destination marketing, taking Stellenbosch into a new era with innovative, marketing done in partnership with the private and public sectors.

- Implement plans and campaigns, generating value for the tourism economy all-year-round
- Capitalise on Stellenbosch's proximity to Cape Town
- Collaborate with tourism role players to optimally amplify the Stellenbosch message
- Position Stellenbosch as the hub from where to explore the surrounding Cape Winelands.
- Spotlight local communities to unlock the unique selling points and stories of the different clusters and niche sectors in the greater Stellenbosch.
- Package experiences in an attractive way that will encourage visitors to explore Stellenbosch beyond the obvious and well-established tourism routes.



Marketing Objectives

- Increased brand awareness among chosen segments and source markets
- Improve seasonality
- Stellenbosch beyond the half-day visit
- Align and leverage collective marketing for benefit of Destination Stellenbosch
- Make it easier and more attractive for audience to access the destination
- Achieve good balance between international and domestic travel base

* Available on request

Strategic Programmes

To deliver on the strategic objective and deliverables, Visit Stellenbosch will focus on the following key programmes:

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Key Strategic Programmes –



MARKETING: ACTIVATIONS,CAMPAIGNS AND PROGRAMMES

Visit Stellenbosch employs two dynamic ongoing marketing campaigns, "Stay and Play Stellenbosch" and "Repeat and Referral," to highlight the region's appeal as a world-class tourism destination. Under the marketing umbrella, the organisation also focuses on safety and sustainability through two pivotal projects: "Sustainable Stellenbosch," aimed at promoting a balance of environmental care, economic growth, and social inclusivity, and "Street Savvy in Stellenbosch," designed to improve safety and ease of navigation for tourists. Together, these campaigns and projects reinforce Visit Stellenbosch's commitment to creating a welcoming, secure, and sustainable environment for all visitors.

Sustainable Stellenbosch

SUSTAINABLE STELLENBOSCH			
As we are advancing towards a more sustainable approach in travel. Recognising the shift in traveller attitudes towards environmental and community responsibility, we are focusing on enhancing our initiatives to meet this growing trend. Our aim is not only to reduce the environmental footprint of tourism but also to foster community growth through meaningful contributions. This phase emphasizes the importance of sustainable practices in travel, encouraging travellers to make impactful decisions that benefit both the environment and local communities.			
AIM / OBJECTIVE	PERFORMANCE TARGETS	TIMELINE	BUDGET
Crafting and implementing guidelines for sustainable tourism development, alongside management practices relevant across the entire tourism spectrum, from mass tourism to specialised niche markets. Integrating sustainability principles that encompass environmental, economic, and socio-cultural factors of tourism development, aiming for a balanced approach to ensure its enduring viability.	Phase 2: after consultations, an audit and strategy. Build a dynamic communications strategy, complete with a comprehensive suite of materials and tools, to accurately and powerfully convey sustainability messages.	Jul 2024 -Aug 2024	R 60 000
	Create a comprehensive toolkit featuring the "Sustainable Stellenbosch" brand mark, inclusive of branding guidelines, and ready-to-use social media content and designs.	Jul 2024 - Aug 2024	R 40 000
SUBTOTAL SUSTAINABLE STELLENBOSCH			**R 100 000**

Safety Programme – Street Savvy in Stellenbosch

SAFETY PROGRAMME – STREET SAVVY IN STELLENBOSCH			
The sharp rise in crime against tourists in Stellenbosch can significantly damage the destination's image, adversely affecting our reputation and standing in the competitive tourism market. Implementing a robust safety programme is crucial to reclaim and enhance Stellenbosch's aspirational brand promise as a warm-hearted, safe, and enjoyable tourist destination. By creating a safe environment, we not only build confidence among visitors, ensuring they have a worry-free experience, but also boost tourism by enhancing the destination's reputation. This, in turn, attracts more tourists and encourages them to stay longer and engage more deeply with what Stellenbosch has to offer, thereby significantly contributing to the local economy and community well-being.			
AIM / OBJECTIVE	PERFORMANCE TARGETS	TIMELINE	BUDGET
Support informal safety sector by formalising and supporting safety marshals and car guards on duty after 5pm and weekends. Provide a safer environment, especially at night.	Provide standardised uniforms to identify the mandated parking guards with police clearance.	Ongoing 2024/2025	R 20 000
	Pappegaaiberg Safety Initiative, together with local community organisations we are facilitating a project to make outdoor activities safer and more accessible. By developing a network of well-maintained hiking, running, and cycling trails tailored for various skill levels, the area will be enhanced with minimal environmental impact. Addressing safety concerns, security monitors patrol the trails, providing assistance and ensuring a	Ongoing 2024/2025	R 100 000

	secure environment for all users. This initiative will increase the usage of the trails, attracting both residents and tourists and promoting a healthier lifestyle. Community engagement is a key pillar of the project, with input from residents shaping the development and maintenance of the trails, fostering a sense of ownership and community spirit. As the project progresses, efforts continue to improve trail safety and expand the network, using technology and innovative methods to ensure the well-being of all users. The success of the Pappegaaiberg initiative serves as a model for other communities, showcasing the impact of collaborative efforts in creating inclusive and safe outdoor recreational spaces. A similar model has been implemented by the Ida's Valley Community Trails NPC and the Pappegaaiberg model will be based on their principles		
	Middedorp Safety Initiative: The Middedorp Safety Initiative plays a pivotal role in Stellenbosch's security landscape is seeking to integrate public law enforcement with visible security, dedicated surveillance, and a security vehicle, marking a significant step towards ensuring the safety of visitors and locals. By employing duly trained public law enforcement (rent-a-cop) around the CBD in a coordinated and structured manner, the initiative will deliver a safe and conducive environment for sustainable business operations, ensuring both immediate and long-term benefits for the community. Integrating public law enforcement serves as a critical bridge between public and private safety and security initiatives.	Ongoing 2024/2025	R 250 000
SUBTOTAL SAFETY PROGRAMME			R 370 000

Stay & Play Stellenbosch

STAY & PLAY STELLENBOSCH

The "Stay and Play Stellenbosch" campaign is a year-long, dynamic marketing initiative designed to showcase the rich diversity and unique charm of Stellenbosch, inviting visitors from around the globe to explore its beauty and offerings. Throughout the year, the campaign unfolds around a series of meticulously chosen themes, each highlighting different pillars of Stellenbosch's allure—ranging from its world-renowned vineyards and gourmet cuisine to its vibrant arts scene and breathtaking natural landscapes. By adjusting its focus monthly and sometimes extending certain themes across multiple months to align with seasons and visitor interests, "Stay and Play Stellenbosch" promises a continuously fresh and engaging experience. This strategic approach not only aims to boost tourism but also to enrich visitors' understanding and appreciation of Stellenbosch, making each stay not just a visit, but a memorable journey through the heart and soul of one of South Africa's most treasured destinations.

AIM / OBJECTIVE	PERFORMANCE TARGETS	TIMELINE	BUDGET
The "Stay and Play Stellenbosch" campaign is strategically designed to elevate tourism and invigorate the local economy, drawing both domestic and international visitors to the rich tapestry of experiences that Stellenbosch has to offer. With the goal of positioning this vibrant town as a leading destination for travellers in search of immersive and enriching experiences, the campaign leverages a series of themed months to showcase Stellenbosch's wide array of attractions. From its world-renowned wine estates and gourmet dining options to its significant historical sites, cultural richness, and stunning natural landscapes, there's an endeavour to not only attract Free Independent Travelers (FIT) year-round but also to encourage them to extend their stays. By aligning the campaign with the changing seasons and varying themes, "Stay and Play Stellenbosch" aims to ensure a steady flow of	**Stay & Play Winter:** A marketing campaign and activation leveraging Stellenbosch during the colder months. It not only showcases all the great winter activities but also help balance visitor numbers throughout the year. It will ensure steady revenue, boosting local economies by creating, and promoting wine, food, art, outdoors and cultural exchanges. Moreover, spreading tourism more evenly across seasons can reduce the environmental and social impacts of overcrowding, making it a strategy for sustainable growth in tourism. Tactics: Social media boosting, packages, loyalty programme, dedicated digital campaign, newsletters, blogposts, articles, media hostings.	Jul 2024 - Aug 2024	R 90 000
	Stay & Play Summer: This initiative aims to highlight Stellenbosch as the premier destination for the summer, ensuring it remains at the forefront of travellers' minds. While we celebrate our vibrant summer offerings, we also address the December lull that impacts the broader tourism industry. Our focus is on showcasing Stellenbosch's allure throughout the summer, with special attention to revitalising the quieter December period, ensuring a consistent flow of visitors and support for the local tourism sector. Tactics: Social media boosting, digital campaign, newsletters, articles, media hostings, blogposts.	Sept 2024 - Mar 2025	R 80 000

visitors throughout the year, thus avoiding the lulls typically experienced during off-peak periods. This approach not only boosts the local economy by driving up tourism numbers but also benefits a broad spectrum of businesses, including hotels, restaurants, and wineries, fostering job creation and sustainability within the tourism sector. Furthermore, the campaign seeks to cultivate a rich, multifaceted brand image for Stellenbosch, highlighting its exceptional offerings beyond wine and cuisine—such as its vibrant arts scene, compelling history, and opportunities for an active outdoor lifestyle. In doing so, "Stay and Play Stellenbosch" aspires to transform visitors into ambassadors for the town, spreading the word about its charms and solidifying its status as a must-visit destination on the global tourism map.	**Experience Stellenbosch – Focus on the Outdoors** Digital campaign to position Stellenbosch as the destination for outdoor adventures, adrenalin junkies, mountain bikers and casual cyclists. Stellenbosch boasts more than 500km of mountain bike trails, running trails and hiking trails. Tactics: videos, photography updated, toolkit, maps, articles, media hostings	Ongoing	R 80 000
	Taste Stellenbosch Restaurant Focus: Create top of mind awareness and maximise support and interest for the Taste Stellenbosch Restaurant activation and its related activities. Maximise exposure prior to, during and after the promotional events in print and electronic media (including blogs) to ensure good support and awareness of the Stellenbosch culinary focus; the wine region as one of the country's finest wine and food destinations; the participating restaurants (highlighting the diversity and quality), and the chefs. Tactics: Digital campaign, videos, articles, hostings, competitions.	Jul 2024 – Aug 2024	R 80 000
	Trade programme: Increased and accelerated hosting of inbound tour operators. In order to promote and position Stellenbosch as a multiday destination. It is crucial to host inbound tour operators and inbound operators. Invite groups of operators, to experience Stellenbosch educational style to understand how they can sell Stellenbosch to their groups and clients.	Ongoing 2024/2025	R 80 000
STAY & PLAY STELLENBOSCH			R 410 000

Repeat & Referral

REPEAT & REFERRAL			
The **Repeat and Referral** campaign revolutionises Stellenbosch's destination marketing with a focus on Search Engine Marketing (SEM) to transform it from a place to visit into an experience to cherish. By targeting potential travellers through strategic keyword bidding and compelling ad copy, we directly connect with those seeking travel insights. This approach, combined with continuous optimisation and innovative practices like remarketing, ensures Stellenbosch remains a top choice for tourists. Our goal is to maximize engagement and conversions, making every visit memorable enough to inspire repeat visits and referrals, thereby leveraging SEM to keep Stellenbosch in the hearts and minds of our audience. The importance of continuing with SEM cannot be overstated. It plays a pivotal role in building the recognisability of the region, ensuring that Stellenbosch not only captures but retains the attention of potential tourists. By continuously optimizing our strategies and employing innovative practices such as remarketing, we keep the destination fresh in the minds of past and potential visitors. This constant presence in digital search landscapes increases visibility and makes Stellenbosch a top-of-mind choice for travellers.			
AIM / OBJECTIVE	**PERFORMANCE TARGETS**	**TIMELINE**	**BUDGET**
The objective of the "Repeat and Referral" campaign is to solidify Stellenbosch's position as not just a destination but an unforgettable experience that encourages visitors to return and share their experiences with others. This campaign aims to leverage Search Engine Marketing (SEM) to enhance visibility and direct engagement with potential tourists through targeted keyword strategies and compelling advertisements. Key goals include increasing the number of repeat visitors to Stellenbosch, boosting referral rates by satisfied tourists, and enhancing online visibility and engagement metrics. By meticulously optimizing our online presence and tailoring our marketing efforts to align with potential visitors' search behaviours, we strive to elevate Stellenbosch's status in the competitive travel market, ensuring it remains a top-of-mind destination for travellers seeking unique and memorable experiences.	The "Repeat and Referral" campaign, with a monthly budget of R18,000 for ad spend and maintenance, employs a strategic blend of Search Campaigns, P MAX Campaigns, and Remarketing to dynamically engage and recapture the attention of past and potential visitors. This initiative meticulously curates ads, visuals, and keywords tailored to the vibrant market verticals of Art, Culture, Gastronomy, and Outdoor experiences, appealing directly to individuals' passions and interests. And employing creative approaches for wine like inviting visitors to "visit the estates" or "take a stroll through the vineyards" cleverly circumvent limitations. Targeting focuses on in-market individuals already exploring holiday options and those with a demonstrated affinity for Stellenbosch's key experiences, primarily from hyper-local, American, Belgian, Dutch, and German markets. This strategic approach ensures the campaign not only reaches but resonates with those most likely to be enchanted by Stellenbosch's unique offerings, driving repeat visits and referrals through compelling and personalised messaging.	Ongoing 2024/2025	R 216 000
	Maintain a Jump site: Acts as a captivating gateway for potential visitors clicking through from the Google ads, offering them a streamlined and engaging overview of Stellenbosch. This microsite is key for converting curiosity into concrete travel plans by showcasing the destination's allure through stunning visuals, highlighting unique selling points such as the ease of access, rich cultural experiences, and exclusive visitor offers. With clear calls-to-	Ongoing 2024/2025	R 36 000

	action, personalised content tailored to various interests, and responsive design for seamless mobile use, the jump-site is designed to captivate, inform, and persuade visitors that Stellenbosch is their next must-visit destination. By integrating social proof and ensuring an intuitive user experience, it effectively bridges the gap between initial interest and booking, making it an essential tool in the digital marketing arsenal.		
REPEAT & REFERRAL			R 252 000
TOTAL **MARKETING CAMPAIGNS AND PROGRAMMES**			R1 132 000

EVENTS

Events play a crucial role in boosting tourism by offering unique and engaging experiences that attract visitors from near and far. By hosting a variety of events throughout the year, Visit Stellenbosch leverages these gatherings to showcase the region's rich culture, cuisine, and natural beauty, encouraging tourists to explore and enjoy all that Stellenbosch has to offer. From wine festivals and culinary showcases to sporting events and cultural celebrations, these events not only enhance the visitor experience but also significantly contribute to the local economy. As a cornerstone of its tourism growth programme, Visit Stellenbosch's event calendar is thoughtfully designed to appeal to a diverse audience, ensuring that there's something for everyone to enjoy, further cementing Stellenbosch's reputation as a vibrant and attractive tourism destination.

Showcase Event: Wine Town Stellenbosch

SHOWCASE EVENTS: WINE TOWN STELLENBOSCH			
Wine Town Stellenbosch, unites the wine, gastronomy, accommodations, experiences and outdoors sectors in a comprehensive, week-long showcase. This event, highlighted by the Stellenbosch Wine Festival on the 2nd and 3rd of August, is not just a celebration of the region's prestigious wines but a vibrant platform for all facets of tourism in Stellenbosch. Designed to attract visitors during the quieter winter months, it serves as a strategic pillar in our long-term vision for economic and tourism growth.			
AIM / OBJECTIVE	**PERFORMANCE TARGETS**	**TIMELINE**	**BUDGET**
The primary objectives are twofold: invigorating off-season tourism and amplifying Stellenbosch's reputation as a top-tier wine production and tourism hub. By drawing in visitors with the appeal of world-class wines and an array of engaging activities, the event promises to boost business for local enterprises, from wineries and eateries to hotels and artisanal markets. It's an opportunity to demonstrate the collaborative spirit of Stellenbosch's community, showcasing the region's commitment to excellence, sustainability, and innovation in the tourism sector. In essence, Wine Town Stellenbosch is more than just an event; it's a strategic initiative aimed at enhancing the local economy, promoting sustainable tourism practices, and cementing Stellenbosch's status as a premier destination in the global travel landscape.	Planning and coordinating a series of events, activities, and offerings across various tourism sectors to draw visitors to Stellenbosch during the off-peak season, and to the Wine Routes, for the collective benefit.	Aug 2024	R 80 000
	The Stellenbosch Wine Festival, taking place in the Stellenbosch Town Hall, is a two-day event celebrating the finest offerings from Stellenbosch. Scheduled between lunch and dinner, it allows attendees the flexibility to dine at local restaurants before or after participating in the festival. The event is designed to showcase the products of 50-60 wine producers and plans to release over 1,500 tickets for sale, providing a significant platform for producers and an enriching experience for visitors.	Aug 2024	R 300 000
	A comprehensive marketing and communication strategy aims to establish Wine Town Stellenbosch as an essential annual event. The focus is on attracting wine enthusiasts and lifestyle-oriented audiences nationwide, laying the groundwork for future global promotion and recognition of this flagship occasion. Tactics: posters, influencer hosting / campaign, media drops, articles, press releases, newsletters, digital promotions.	Jun – Aug 2024	R 120 000
WINE TOWN STELLENBOSCH			R 500 000

Showcase Events: Stellenbosch Wine Festival - Johannesburg

SHOWCASE EVENTS: STELLENBOSCH WINE FESTIVAL – JOHANNESBURG			
AIM / OBJECTIVE	**PERFORMANCE TARGETS**	**TIMELINE**	**BUDGET**
Events can position a destination as a high-value tourism attraction and act as catalysts to change and image-makers for a region. Taking Stellenbosch to Johannesburg	Stellenbosch Wine Festival hosted in Johannesburg with a consumer and trade components. The festival aims to provide a platform for 30-40 producers to show their wines and will make 1000+ tickets available to be sold.	Sept 2024 - Nov 2024	R 320 000
	Marketing and communication plan, designed to promote the event and drive ticket sales, while also establishing Stellenbosch as a premier destination for wine enthusiasts and lifestyle-travellers. Focused on reaching audiences in Gauteng and the surrounding areas, this campaign aims to captivate and engage a demographic with a keen interest in premium wine experiences and lifestyle pursuits, leveraging targeted messaging to highlight Stellenbosch's unique offerings.	Jun 2024 - Aug 2024	R 80 000
STELLENBOSCH WINE FESTIVAL JOHANNESBURG			R 400 000

Lifestyle Stellenbosch: Stellenbosch Street Soiree and other events

LIFESTYLE EVENTS: STELLENBOSCH STREET SOIREE AND OTHER EVENTS			
AIM / OBJECTIVE	**PERFORMANCE TARGETS**	**TIMELINE**	**BUDGET**
Events have the potential to attract high-value tourism. They provide opportunities for marketing, employment and promotion of products and services. The close links and benefits between events and tourism are clear to see so Stellenbosch Wine Routes are hosting various events to create economic opportunities and to remain visible and top of mind as a destination brand and to drive the wine tourism narrative.	**Stellenbosch Street Soirees:** these popular, bi-weekly, pop-up wine festivals held during the summer months earning a lot of publicity, create economic opportunities for wine farms, provide jobs and stimulate the restaurant industry. (8-10 events)	October 2024 – March 2025	R 200 000
	Woordfees activations: Annually, the Stellenbosch Wine Routes collaborates with the Woordfees to offer and host a range of events during the festival. These events include a Street Soiree, Wynskool (wine edutainment at is best – local personality leads a panel of winemakers to discover everything wine) and a wine walk.	Oct 2024	R 90 000
	Harvest Parade: Annual parade celebrating the upcoming harvest and the contributions made by agri-workers. The event is supported by the mayor and remains a high-light on the annual calendar and provides a lot of marketing coverage. Tactics: press release, articles, social media boosting, transport provided.	Jan 2025 -Feb 2025	R 250 000
LIFESTYLE EVENTS			R 540 000

Events: Business of Wine Tourism Conference

EVENTS: BUSINESS OF WINE TOURISM CONFERENCE			
AIM / OBJECTIVE	**PERFORMANCE TARGETS**	**TIMELINE**	**BUDGET**
Host destination of choice for the Business of Wine Tourism Conference bid. Bring the conference to Stellenbosch.	Host the Business of Wine Tourism Conference in Stellenbosch, a premier event dedicated to the intricacies of wine tourism commerce. This conference draws esteemed international speakers and over 140 delegates, integrating into the circular economy. Attendees traveling to Stellenbosch will contribute to the local economy by supporting hotels, restaurants, and vineyards. Additionally, the option for global delegates to participate virtually ensures widespread engagement and maintains the prominence of the Stellenbosch region and brand in the global market.	May 2025	R 70 000
WINE TOURISM CONFERENCE			R 70 000

Trade Event: Association of Sommeliers Internacional General Assembly

TRADE EVENT: ASSOCIATION OF SOMMELIER INTERNACIONAL (ASI) GENERAL ASSEMBLY			
AIM / OBJECTIVE	**PERFORMANCE TARGETS**	**TIMELINE**	**BUDGET**
Host destination of choice for 80 acclaimed sommeliers and wine professionals who will assemble in South Africa for the first time ever. Being a host destination will not only strengthen our reputation as the heartland of the South African wine industry, it will also provide desirable opportunities to strengthen industry relations and cement economic opportunities.	Welcoming the ASI General Assembly attendees to Stellenbosch presents a prime opportunity for our region to highlight our exceptional wines and destination. This gathering will facilitate a critical feedback session, providing insights that are essential for enhancing our offerings. Moreover, it opens numerous prospects to expand Stellenbosch's international trade. Stellenbosch will act as the gateway to the adjacent winelands, organising day excursions that further establish our positioning and appeal to a discerning business audience.	May 2025	R 90 000
ASI GENERAL ASSEMBLY			R 90 000

Showcase Events: Garden Town Stellenbosch

SHOWCASE EVENT: GARDEN TOWN STELLENBOSCH			
AIM / OBJECTIVE	**PERFORMANCE TARGETS**	**TIMELINE**	**BUDGET**
In alignment with the nationally recognised Garden Day, Stellenbosch will host a series of events titled Garden Town Stellenbosch. This initiative is designed to showcase the region's exquisite public and private gardens and parks, stimulating interest in overnight accommodations linked with	Coordinate a 10-day programme of Garden Tours, Open Gardens, Activations in the CBD and Speakers Programme, tours and walks and a garden parade uniting community. The potential of Garden Town Stellenbosch is enormous as it unlocked a niche for our beautiful town.	Oct 2024	R 50 000
	Package Stellenbosch: Create packages with accommodation, meals and activities from the programme to make it easy for	Sept 2024 - Oct 2024	R 30 000

event programming and dining experiences in Stellenbosch. The objective is to foster social unity and inspire the diverse communities within Stellenbosch to unite, enhancing the area's appeal as a destination for both leisure and business travellers seeking unique and enriching experiences.	visitors to stay over and experience Stellenbosch (stay longer, do more).		
	Extensive Marketing programme: Press releases, social media, digital campaigns, Influencer engagement, etc.	Aug 2024 - Oct 2024	R 70 000
	Long Table Event designed around unity and the celebration of Stellenbosch. This unique dining experience, set against the backdrop of our beautifully landscaped town centre, offers a chance to indulge in local cuisine, and embrace the diverse community spirit of Stellenbosch. Perfect for both locals and visitors, this event promises an evening filled with exquisite flavours, engaging company, and a vibrant celebration of community.	Oct 2024	R 100 000
	The Flower Parade is an annual event that brings the community together. It boosts the local economy by attracting tourists, supports local businesses, and promotes cultural and environmental awareness. This vibrant parade not only celebrates the town's rich floral biodiversity but also fosters community pride and unity.	Oct 2024	R 100 000
SUBTOTAL GARDEN TOWN			**R 350 000**

Showcase Events: Bike Town Stellenbosch

SHOWCASE EVENT: BIKE TOWN STELLENBOSCH			
AIM / OBJECTIVE	**PERFORMANCE TARGETS**	**TIMELINE**	**BUDGET**
Bike Town Stellenbosch emerges as a premier event, designed to harness Stellenbosch's rich natural assets and celebrate the diversity of cycling. Aimed at filling the seasonal voids and segueing seamlessly into the festive period, the ambition is to cultivate Bike Town Stellenbosch into the continent's largest cycling exhibition and celebration. Echoing the sentiment that "cycling is the new golf," the event capitalises on the burgeoning cycling industry, which is experiencing double-digit growth annually, contrasting with the stagnant numbers of golf enthusiasts. According to Reardon, the investment in cycling significantly outweighs that of golf, highlighted by the average value of a participant's	Coordinate a plenary programme that includes accommodation packages, dining opportunities, cultural experiences, and recreational activities. We will provide a holistic visitor experience that showcases the best of what Stellenbosch has to offer, making it an unforgettable event that draws visitors from around the globe and fosters a deeper connection with the region.	November 2024	R 100 000
	Design and execute a comprehensive promotional strategy leveraging digital and traditional media platforms to reach a global audience, engaging influencers and cycling celebrities to amplify its message, and showcasing success stories and testimonials from previous attendees. Additionally, the initiative capitalises on Stellenbosch's picturesque landscapes and vibrant community life in its visual and narrative marketing materials, portraying it as the perfect backdrop for an adventure of a lifetime. The ultimate goal is to not only attract visitors from around the globe but also to foster a sense of pride and ownership among local	Sep 2024 - Nov 2024	R250 000

bike at R42,244.	residents, thereby creating a sustainable, community-supported event that stands as a testament to what collaborative innovation can achieve in the tourism and sports sectors.		
SUBTOTAL GARDEN TOWN			R 350 000

Meet Stellenbosch

MEET STELLENBOSCH			
Meet Stellenbosch refers to the business tourism sector. Compared to leisure travellers, business travellers are less cost-sensitive. The ratio of daily expenditure by a business traveller can be a value between 2:1 and 3:1. Stellenbosch has a range of quality meeting and conferencing venues and accommodation for smaller business tourism events.			
AIM / OBJECTIVE	**PERFORMANCE TARGETS**	**TIMELINE**	**BUDGET**
Continue to capitalise on 2nd tier status to Cape Town for MICE and increase to top 5 in Africa in ICCA ranking.	Host Business Tourism Showcase continuously positing Stellenbosch as a Business Tourism Destination. Invite PCO's and service providers to a 2-day educational introducing all the facilities Stellenbosch has to offer including accommodation, restaurants, venues, etc. Includes a speaking programme, educational and networking.	Jul 2024	R 150 000
	DMC Familiarisation trips to Stellenbosch. DMCs are essentially a link to Stellenbosch guests and clients, so building a relationship with them will be key to making sure travellers understand the value and benefits of choosing Stellenbosch.	Ongoing 2024/2025	R 50 000
SUBTOTAL MEET STELLENBOSCH			R 200 000
TOTAL EVENTS			R 2 500 000

STELLENBOSCH VISITOR INFORMATION CENTRE			
AIM / OBJECTIVE	**PERFORMANCE TARGETS**	**TIMELINE**	**BUDGET**
Offer and operate a Visitor Information Centre providing a frictionless visitor Experience	Operate a visitor centre 362 days of the year: The Visitor services centre provide information and aid to any current or potential tourists within a destination and its surrounding areas. The centre acts as the main point of contact for tourists' travel planning inquiries, as well as a place where local businesses and travel agencies can go to promote their products and services. The visitor's centre is staffed by four Visitor Information Liaison officers as well as several casual employees, all upskilled to provide additional admin and event support. The visitor centre collects key data (visitor numbers, requirements, destination of origin, etc) Shared operational costs including premises, telephone, internet, cleaning, security, etc.	Ongoing 2024 – 2025	R 2 300 000
SUBTOTAL VISITOR INFORMATION CENTRE			R2 300 000

STELLENBOSCH VISITOR INFORMATION CENTER MARKETING ASSETS			
Collateral Marketing & Branding: Running an effective Visitor Information Center (VIC) or Destination Marketing initiative requires a mix of collateral, both digital and physical, tailored to attract, inform, and engage visitors. The goal is to highlight the attractions, experiences, and unique qualities of the destination, encouraging tourism and visitor spending. Here's an overview of the types of collateral that needs updating and investment:			
AIM / OBJECTIVE	**PERFORMANCE TARGETS**	**TIMELINE**	**BUDGET**
Virtual Tours and Videos:	Immersive content that allows potential visitors to explore attractions virtually. These can be particularly effective during the planning phase of a trip.	Ongoing 2024/2025	R 96 000
Update and produce maps:	These maps are essential tools to promote the region as a tourist destination; showing locations of attractions and places of interest as well as restaurants, accommodation establishments, wine routes and other related businesses. Maps are updated and printed quarterly and used at the VIC, on farms, at accommodation establishments trade shows, local points of interest distributing tourist information.	Ongoing 2024/2025	R 60 000
Website & Online Maintenance:	Visit Stellenbosch has a comprehensive website including events and what's on sections as well a useful article about	Ongoing 2024/2025	R 40 000

	products and activations useful to visitors, helping them to make informed decisions. The website attracts large amounts of traffic and is a one-stop-shop for tourist information and references as well as Give Responsibly and destination safety information.		
Stellenbosch on Foot Self-Guided Routes	Creating a self-guided tour around the center of Stellenbosch, featuring QR codes at selected places of interest, is a modern and engaging way to explore the rich architecture and history of Stellenbosch. Visitors start at the VIC where, they can scan a QR code to download a digital map of the tour on their smartphones. This map not only guides them through the tour but also highlights points of interest (POIs) where they can scan additional QR codes for information. Digital Map: The map is interactive and user-friendly, with clear markers for each POI. It includes walking directions, estimated times between stops, and links to additional resources like local eateries and restroom facilities.	Sept 2024 – Jun 2025	R 100 000
SUBTOTAL STELLENBOSCH VISITOR INFORMATION CENTER MARKETING ASSETS			**R 296 000**
TOTAL VISITOR CENTER AND RELATED ASSETS			**R 2 596 000**
TOTAL VISIT STELLENBOSCH			**R 6 228 000**





Dwarsrivier: Information Centre

DWARSRIVIER INFORMATION CENTRE			
AIM / OBJECTIVE	**PERFORMANCE TARGETS**	**TIMELINE**	**BUDGET**
Offer and operate a Visitor Information Centre providing a frictionless visitor Experience	The Dwarsrivier Visitor Centre serves as a crucial hub for both tourists and the local community, offering comprehensive information and assistance for visitors exploring the area and its attractions. As the primary point of contact for travel-related queries, it not only aids in trip planning but also facilitates local businesses and travel agencies in showcasing their offerings. Staffed by skilled Visitor Information Liaisons, the centre is equipped to handle administrative tasks and event support, enhancing the visitor experience. By collecting essential data on visitor demographics and preferences, the centre tailors its services to meet diverse needs. Additionally, it embodies a spirit of unity by sharing operational responsibilities among community members, such as managing telecommunications, maintenance, and security, reinforcing its role as a vital asset in bringing the community together.	Ongoing 2024/2025	R 450 000
SUBTOTAL VISITOR CENTRE			**R 450 000**
Marketing	Marketing: invest in marketing opportunities, printed and digital collateral to support the promotion of Destination Dwarsrivier as well as media and influencer hostings and educational.	Ongoing 2024/2025	R 100 000
	Content creation, collateral and social media: Create online content, expand image gallery, create reels and short videos; manage social media channels.	Ongoing 2024/2025	R 96 000
SUBTOTAL MARKETING			**R 196 000**

Dwarsrivier Events

DWARSRIVIER EVENTS			
AIM / OBJECTIVE	**PERFORMANCE TARGETS**	**TIMELINE**	**BUDGET**
Use events to drive positioning, economic opportunities and destination visibility for Dwarsrivier.	**Adam Small Festival:** A celebration of Small's contribution to Afrikaans; paying tribute to the life and times of Adam Small and celebrating Small's contribution to Afrikaans by various poets, writes and more. Event logistics and collateral, marketing, photography, speakers programme	Jan – Feb 2025	R 60 000

	Chrysanthemum Festival: A highlight on the Dwarsrivier calendar - young and old, should attend the Chrysanthemum Exhibition held at the Pniel Tea Garden and Museum. The day includes the exhibition and selling of the beautiful chrysanthemums, info sessions and delicious home-made treats for sale. Event logistics and collateral, marketing, photography, speakers programme.	Apr - May 2025	R 60 000
	Garden Town Dwarsrivier: Coordinate a programme of events and garden tours, create signage, collateral, maps, admin and logistical assistance. Workshops: Coordinate a speaking programme and several showcases such a chrysanthemum growing workshop, and craft/home industries demonstrations	Oct 2024 - Nov 2024	R 70 000
SUBTOTAL EVENTS			**R 190 000**
TOTAL DWARSRIVIER			**R 836 000**
TOTAL VISIT STELLENBOSCH & DWARSRIVIER			**R7 064 000**



BUDGETS AND RESOURCES

Sources of Income

The following are the anticipated trends and assumptions in Visit Stellenbosch's main sources of income which form the basis for the budget projections.

Grants and Donations

- Stellenbosch Municipality visitor centre, marketing and events plus grant funding of **R 7 064 000** in 2024/2025 is required, for both Stellenbosch and Dwarsrivier - thereafter the grant funding should be sustained and increased for expansion.
- Visit Stellenbosch will on an ongoing basis engage various for-good organisation, foundations and corporates to fund the growth and success of the organisation. It is estimated that the value of donations received from such entities will total **R 450,000**.
- Cape Winelands District Municipality (grants) ringfenced for specific projects and not part of operation income/expenditure of **R 400,000** for Visit Stellenbosch and **R200,000** for Dwarsrivier.

Marketing Sponsorships

- Project sponsorships are actively being sought. Sponsorships and supplementary funding are sought on event or project basis.

Members

- The total income from Wine Routes Membership for 2024/2025 is estimated to be **R 1,000,000.**
- Income from **other members** (restaurants, local business etc) is estimated to reach **R 350,000**
- **R 1,500,000** Contribution form SPM (Stellenbosch Publicity Marketing, Accommodation)

Total Estimated Income For 2024/2025: R 10 964 000



Budget Overview

The budget in this proposal reflects the 3-year budget and funding requirement from Stellenbosch Municipality to execute and implement the key programmes which will support the delivery of the key priorities and objectives of the integrated destination marketing plan for Visit Stellenbosch.

PROJECTED INCOME:

		2024/2025
Municipal Funding / Grant (Stellenbosch)	R	6 228 000
Municipal Funding / Grant (Dwarsrivier)	R	836 000
Donations	R	450 000
Grands (CWDM / Wesgro)	R	400 000
Grands (CWDM / Wesgro) for Dwarsrivier	R	200 000
Marketing Sponsorships	R	-
Wine Members: Contributions	R	1 000 000
Other Members: Contributions	R	350 000
Stellenbosch Publicity Marketing	R	1 500 000
Commercial Activities	R	-
Total Income	**R**	**10 964 000**

ESTIMATED PROGRAMME EXPENSES

Stellenbosch Visitor Information Centre	R	2 300 000
Stellenbosch Visitor Centre Related Marketing Assets	R	296 000
Marketing: Sustainable Stellenbosch	R	100 000
Marketing: Street Savvy Stellenbosch	R	370 000
Marketing: Stay & Play Stellenbosch	R	410 000
Marketing: Repeat & Referral	R	252 000
Events: Wine Town Stellenbosch	R	500 000
Events: Stellenbosch Wine Festival (JHB)	R	400 000
Events: Stellenbosch Street Soiree	R	200 000
Events: Woordfees Activations	R	90 000
Events: Harvest Parade	R	250 000
Events: Business of Wine Tourism Conference	R	70 000
Events: ASI Grand Assembly	R	90 000
Events: Garden Town Stellenbosch	R	350 000
Events: Bike Town Stellenbosch	R	350 000
Meet in Stellenbosch (Business Tourism)	R	200 000
Dwarsrivier Visitor Information Centre	R	450 000
Dwarsrivier Marketing	R	196 000
Dwarsrivier Events	R	190 000
Total (Estimated Programme	R	7 064 000

ESTIMATED OPERATING EXPENSES

Management, Programme Delivery & Administration	R	1 900 000
Operating Expenses	R	850 000
Marketing & Communication	R	1 150 000
Total	**R**	**3 900 000**

Sustainable Stellenbosch		
Marketing & Communication	R	50 000
Toolkit & Collateral	R	30 000
Management & Coordination	R	20 000
Total	**R**	**100 000**

Street Savvy Stellenbosch		
Management & Coordination	R	90 000
Operations & Logistics	R	280 000
Total	**R**	**370 000**

Stay & Play Stellenbosch		
Collateral	R	50 000
Management & Coordination	R	120 000
Marketing & Communication	R	200 000
Operations & Logistics	R	40 000
Total	**R**	**410 000**

Repeat & Referral		
Management & Coordination	R	60 000
Marketing & Communication	R	156 000
Operations & Logistics	R	36 000
Total	**R**	**252 000**

Stellenbosch Wine Town, JHB Festival, Street Soiree, Woordfees, Parade		
Collateral	R	310 000
Management & Coordination	R	260 000
Marketing & Communication	R	360 000
Operations & Logistics	R	510 000
Total	**R**	**1 440 000**

Business Tourism Conference and ASI Grand Assembly		
Management & Coordination	R	50 000
Marketing & Communication	R	110 000
Total	**R**	**160 000**

Garden Town Stellenbosch		
Collateral	R	80 000
Management & Coordination	R	60 000
Marketing & Communication	R	120 000

Operations & Logistics	R	90 000
Total	R	350 000

Bike Town Stellenbosch		
Collateral	R	50 000
Management & Coordination	R	60 000
Marketing & Communication	R	240 000
Total	R	350 000

Meet in Stellenbosch (Business Tourism)		
Collateral	R	20 000
Management & Coordination	R	30 000
Marketing & Communication	R	60 000
Operations & Logistics	R	90 000
Total	R	200 000

Visitor Information & Assets		
Collateral	R	450 000
Management & Coordination	R	196 000
Marketing & Communication	R	450 000
Operations & Logistics	R	1 500 000
Total	R	2 596 000

Dwarsrivier Visitor Centre, Events & Projects		
Collateral	R	100 000
Management & Coordination	R	80 000
Marketing & Communication	R	266 000
Operations & Logistics	R	390 000
Total	R	836 000

MONITORING & EVALUATION

The following factors are fundamental in order for this integrated plan to succeed:

- Support and buy-in of Stellenbosch Municipality and top management at all stakeholder organisations is essential;
- Sufficient budget allocation coupled with proper planning;
- Adequate resources to drive tourism development in the Stellenbosch region;
- Full participation of all stakeholders in the tourism development process;
- The marketing plan must be consistently implemented over the stipulated timeframes and according to the SDBIP if it is to achieve the desired outcomes.

LEGISLATION

The following legislation is considered in all planned tourism initiatives and activities for Visit Stellenbosch:

National Development Plan (NDP)

SA Tourism is entrusted with a critical mandate of contributing towards creating an environment for sustainable employment and inclusive economic growth through tourism. SA Tourism has specifically interrogated and aligned its role to the National Development Plan 2030.

National Tourism Sector Strategy (NTSS)

The NTSS was approved by Cabinet and launched in March 2011. It sets bold commitments for the tourism sector. The NTSS advocates the development of a Domestic Tourism Growth Strategy aimed at increasing domestic tourism's contribution to the economy. The achievement of the NTSS's objectives is dependent on a collaborative effort between government and the private sector.

Domestic Tourism Growth Strategy (DTGS)

The Domestic Tourism Growth Strategy (DTGS) outlines practical measures to address the lack of a tourism culture in South Africans – particularly from previously disadvantaged communities. The strategy is aimed at achieving set targets through education and awareness -raising across the country, as well as by promoting affordable and accessible travel and tourism opportunities.

Western Cape Tourism Blueprint 2030

The Western Cape Tourism Blueprint 2030 (TBP) is the destination management and comprehensive long-term strategy for tourism that provides a structural framework for success in the development, marketing, management and monitoring of tourism while pre-empting problems and mitigating impacts. The Tourism Blueprint is an essential component of Western Cape as a sustainable tourism destination, and looks at the 'big picture', providing a blueprint to bring individual strategies together to serve one vision.

CONCLUSION

This strategic plan serves as a working document which should be consistently re-evaluated.

Each suggested strategic objective can be revised and needs to be considered in detail pending budget allocations from Stellenbosch Municipality and other stakeholders.

Collectively these strategic actions present a road map of how Visit Stellenbosch can further grow the tourism economy and create opportunities for locals to be part of the industry and increase economic activity to our area.

Stakeholder involvement and improved planning and budgeting for tourism development will be critical to the successful implementation of this plan.

Simply put: we will be stronger when we join forces.



STELLENBOSCH
STELLENBOSCH • PNIEL • FRANSCHHOEK
MUNISIPALITEIT • UMASIPALA • MUNICIPALITY

CREDITOR CONTROL FORM / KREDITEUR KONTROLE VORM

COMPANY DETAILS

CREDITOR CONTACT DETAIL / KREDITEUR KONTAK BESONDERHEDE (Supplier / Verskaffer, Organization / Organisasie)

REGISTERED NAME / GEREGISTREERDE NAAM	Visit Stellenbosch NPC
PHYSICAL STREET ADDRESS / FISIESE STRAAT ADRES: 47	POSTAL ADDRESS / POS ADRES: (If different to physical address)
STREET NAME: Church Street	PO BOX Suite 294
SUBURB: Stellenbosch	TOWN PostNet X5061 Stellenbosch
TOWN:	
POSTAL CODE: 7600	POSTAL CODE: 7599
TEL: 0218864310	FAX / FAKS: N/A

PERSON

CREDITOR CONTACT PERSON DETAIL / KREDITEURE KONTAK PERSOON BESONDERHEDE

NAME AND SURNAME / NAAM EN VAN	Lizelle Vas	
TEL: 0218864310	FAX / FAKS:	CELL / SEL:
EMAIL / EPOS: finance@visitstellenbosch.org		

BANK DETAILS

CREDITOR BANKING DETAIL / KREDITEURE BANK BESONDERHEDE:

NAME OF BANK / NAAM VAN BANK	NEDBANK	
BANK ACCOUNT NAME / BANK REKENING NAAM	Visit Stellenbosch NPC	
BANK ACCOUNT NUMBER / BANK REKENING NOMMER	1191201414	Nedbank Limited Reg No. 1951/000009/06 STELLENBOSCH 18 MAR 2024 PEL T/ENQUIRIES 9 (071) 16 - 99 - 45
BRANCH NUMBER / TAKKODE:	Cheque	
ACCOUNT TYPE / TIPE REKENING	CHEQUE / TJEK: X	
	SAVING / SPAAR:	
	TRANSM:	
VAT REGISTERED / BTW GEREGISTREER	YES / JA: X	VAT / BTW NO: 4710289002
	NO / NEE:	

SIGNATURE / HANDTEKENING: _____

OFFICE USE / KANTOOR GEBRUIK

CREDITOR NO / KREDITEUR NO:	
Create a new creditor / Skep van nuwe Krediteur	
Changing of creditors details / Verandering op Krediteur inligting	
Deleting of creditor / Uitwis van Krediteur	

REQUESTED BY: AANGEVRA DEUR:	DATE: DATUM:	DEPARTMENT: DEPARTEMENT
MOTIVATION: MOTIVERING:		
ENTERED BY: INGEVOER DEUR:		DATE: DATUM:

STELLENBOSCH

Re CONFIRMATION OF BANK DETAILS -VISIT STELLENBOSCH

BANK DETAILS	**CREDITOR BANKING DETAIL / KREDITEURE BANK BESONDERHEDE:**			
	NAME OF BANK / NAAM VAN BANK	Nedbank		
	BANK ACCOUNT NAME / BANK REKENING NAAM	Visit Stellenbosch NPC		
	BANK ACCOUNT NUMBER / BANK REKENING NOMMER	1191 2014 14		Nedbank Limited Reg No. 1951/000009/06 STELLENBOSCH BANK STAMP 18 MAR 2024 BANK STEMPEL T/ENQUIRIES 9 (071) 16 - 99 - 45
	BRANCH NUMBER / TAKKODE:	198 765		
	ACCOUNT TYPE / TIPE REKENING	CHEQUE / TJEK	x	
		SAVING / SPAAR		
		TRANSM		
	VAT REGISTERED / BTW GEREGISTREER	YES / JA	x	VAT / BTW NO: 4710289002
		NO / NEE		

Please do not hesitate to contact us should you have any further questions.

Certificate issued by the Commissioner of Companies & Intellectual Property Commission on Friday, September 4, 2020 at 11:01

Disclosure Certificate: Companies and Close Corporations

Companies and Intellectual Property Commission
a member of the dti group

Registration Number: 2019 / 304510 / 08
Enterprise Name: VISIT STELLENBOSCH

ENTERPRISE INFORMATION

Registration Number	2019 / 304510 / 08
Enterprise Name	VISIT STELLENBOSCH NPC
Registration Date	19/06/2019
Business Start Date	19/06/2019
Enterprise Type	Non Profit Company
Enterprise Status	In Business
Compliance Notice Status	NONE
Financial Year End	June
TAX Number	9597737189

Addresses

POSTAL ADDRESS

SUITE 224
POSTNET X 5061
STELLENBOSCH

7599

ADDRESS OF REGISTERED OFFICE

47 CHURCH STREET
STELLENBOSCH

7600

ACTIVE MEMBERS / DIRECTORS

Surname and First Names	Type	ID Number / Date of Birth	Contrib. (R)	Interest (%)	Appoint. Date	Address
RATCLIFFE, MICHAEL STANSFIELD	Director	7210305173088	0.00	0.00	19/06/2019	Postal: VILAFONTE ,UNIT 7C, BOSMAN CROSSING, LOWER DORP STREET, STELLENBOSCH, Residential: LITTLE WEDGE FARM, IDAS VALLEY, STELLENBOSCH, 7600
MOMBERG, JEANNERET	Director	6807160026086	0.00	0.00	19/06/2019	Postal: P O BOX 66, STELLENBOSCH, 7600 Residential: MIDDELVLEI WYNLANDGOED, FLAMINGO STREET, STELLENBOSCH, 7600
BASSON, JAKOBUS WILHELM	Director	5807045119081	0.00	0.00	19/06/2019	Postal: P O BOX 12837, DIE BOORD, 7613 Residential: KLEINE ZALZE ESTATE, STELLENBOSCH, 7600

AUDITOR DETAILS

Auditor Name	Type	Status	Appointment Date	Resignation Date	Email Address

Profession Number:

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

Postal Address: Companies
P O Box 429
Pretoria
0001

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

Certificate issued by the Commissioner of Companies & Intellectual Property Commission on Friday, September 4, 2020 at 11:01

Companies and Intellectual Property Commission
a member of the dti group

Disclosure Certificate: Companies and Close Corporations

Registration Number: 2019 / 304510 / 08
Enterprise Name: VISIT STELLENBOSCH

CHANGE SUMMARY

19/06/2019 Registration of CC/CO on 19/06/2019.

09/06/2020 Status changed to Unknown.
No Valid SMS or Email Address for enterprise K2019304510

03/09/2020 Annual Return completed on 03/09/2020.
Company / Close Corporation AR Filing - Web Services : Ref No. : 5297847822

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

Postal Address: Companies
P O Box 429
Pretoria
0001

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

SARS

TAX COMPLIANCE STATUS
PIN Issued

VISIT STELLENBOSCH NPC

POSTNET SUITE 224
PRIVATE BAG X5061
STELLENBOSCH

7600

Enquiries should be addressed to SARS:

Contact Detail

SARS
Alberton
1528

Contact Centre Tel: 0800 00 SARS (7277)
SARS online: www.sars.gov.za

Details

Taxpayer Reference Number: 9597737189

Always quote this reference number when contacting SARS

Issue Date: 2023/04/12

Dear Taxpayer

TAX COMPLIANCE STATUS PIN ISSUED

The South African Revenue Service (SARS) has issued your tax compliance status (TCS) PIN as indicated below:

TCS Details:	
Taxpayer Name	Visit Stellenbosch Npc
Trading Name	VISIT STELLENBOSCH
Tax Reference Number(s)	IT - 9597737189 Vat - 4710289002 PAYE - 7150806836
Purpose of Request	Good Standing
Request Reference Number	0043935858GS1204231520154
PIN	G71G3C72EX
PIN Expiry Date	12/04/2024

You may authorise a third party to view your TCS by providing them the PIN. The PIN only allows the third party access to your TCS. All other tax information remains secure.

Your TCS displayed is based on your compliance as at the date and time the PIN is used.

You may cancel this PIN at any time before the expiry date reflected above. Once cancelled, a third party will not be able to verify your TCS.

SARS reserves the right to cancel this PIN in the event that it was fraudulently issued or obtained.

Should you have any other queries please call the SARS Contact Centre on 0800 00 SARS (7277). Remember to have your taxpayer reference number at hand when you call to enable us to assist you promptly

Sincerely
ISSUED ON BEHALF OF THE SOUTH AFRICAN REVENUE SERVICE

Name	VISIT STELLENBOSCH NPC	Timestamp:	8782058
Tax reference No:	9597737189	Year:	2023
Form ID:	RFDTCS	Page of Page:	01/01
Content Version:	v2013.01.01	Template version:	v2013.01.01

7.11.3	DECISIONS TAKEN BY DIRECTORATES IN TERMS OF DELEGATED AUTHORITY FROM 1 APRIL 2024 UNTIL 30 JUNE 2024

Collaborator No:
IDP KPA Ref No: **Good Governance and Compliance**
Meeting Date: **24 July 2024**

1. SUBJECT: DECISIONS TAKEN BY DIRECTORATES IN TERMS OF DELEGATED AUTHORITY FROM 1 APRIL 2024 UNTIL 30 JUNE 2024

2. PURPOSE

To report to Council on the decisions taken by the Municipal Manager and the Directors in terms of Council's System of Delegations for the period 1 April 2024 until 30 June 2024, in compliance with Section 63 of the Local Government: Municipal Systems Act, read in conjunction with the System of Delegations as approved by Council.

3. DELEGATED AUTHORITY

Municipal Council

4. EXECUTIVE SUMMARY

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

Furthermore, these delegations only indicate the delegations exercised as delegated by Council to the various Senior Managers.

5. RECOMMENDATION

that Council takes note of the decisions taken for the period 1 April 2024 until 30 June 2024, by the following Section 56 Managers:

- Municipal Manager – Ms G Mettler (1 April 2024 – 30 June 2024)
- Chief Financial Officer – Mr Kevin Carolus (1 April 2024 – 30 June 2024)
- Director Corporate Services – Ms A de Beer (1 April 2024 – 30 June 2024)
- Director Infrastructure Services – Mr S Chandaka (1 April 2024 – 30 June 2024)
- Director Planning and Economic Development – Mr A Barnes (1 April 2024 – 30 June 2024)
- Director Community and Protection Services – Mr G Boshoff (1 April 2024 – 30 June 2024)

6. DISCUSSION / CONTENTS

6.1 Background

Section 63 of the Local Government Municipal Systems Act 32 of 2000 reads as follows:
"A political structure, political office bearer, Councillor or staff member of a municipality to whom a delegating authority has been delegated or sub-delegated a power or duty, must report to the delegating authority at such intervals as the delegating authority may require, on decisions taken in terms of that delegated or sub-delegated power or duty since the last report."

6.2 Discussion

The report outlines the delegations exercised to the various Senior Managers as delegated by Council.

6.3 Financial Implications

As per approved budget.

6.4 Legal Implications

Compliance with Council's System of Delegations and all applicable legislation.

ANNEXURES

Delegations exercised by Directorates: 1 April 2024 – 30 June 2024.

FOR FURTHER DETAILS CONTACT:

NAME	G Mettler
POSITION	Municipal Manager
DIRECTORATE	Office of the Municipal Manager
CONTACT NUMBERS	021 808 8025
E-MAIL ADDRESS	municipal.manager@stellenbosch.gov.za
REPORT DATE	10 June 2024

ANNEXURE 1

DELEGATIONS EXERCISED FOR PERIOD 1 APRIL 2024 – 30 JUNE 2024

DIRECTORATE: OFFICE OF THE MUNICIPAL MANAGER

DELEGATION	CATEGORY	REPORT SUBJECT AND RECOMMENDATIONS	DATE RECEIVED	DATE RESOLVED	RESOLUTION AND COMMENTS
RS1	MSA	Approval of appointment – Superintendent - Collections	26/03/2024	2/04/2024	Approved. Please return file with detail motivation from the department, HR Corporate services.
LEG1		MOU – Stellenbosch Municipality//Historical Homes of South Africa Limited (Rhenish Complex Erf 9672 and Voorgelegen Erf 658)	2/04/2024	2/04/2024	Signed
MM82	Section 62(1)(f)(iv), MFMA	Approval of payments for Audit and Performance Audit Committee members	2/04/2024	2/04/2024	Approved
AQ3	Section 14, NEM: AQA (39 of 2004)	Directive ito Section 28(4) of NEMA, 1998	2/04/2024	2/04/2024	Approved
RS1	MSA	Approval of appointment – Principal Inspector Law Enforcement	2/04/2024	2/04/2024	Approved
C50	Section 34(1), MFMA	Deed of sale and transfer document Erf 289 La Motte	2/04/2024	2/04/2024	Signed
EL10		Report – Emergency Municipal Loadshedding Relief Grant	2/04/2024	2/04/2024	Approved
MM82	Section 62(1)(f)(iv), MFMA	Approval of invoice – Notice of Assessment – Department of Employment and Labour	2/04/2024	2/04/2024	Approved
CL10	Section 59(1) of MSA	Application for donation – C Smith – Tour to the United Kingdom	3/04/2024	3/04/2024	Recommended for approval
MM10	Section 55(1)(f)-(h), Systems Act	Grievance outcomes – unfair labour practice Mr D Louw - SAMWU Trade Union	3/04/2024	3/04/2024	Approved
MM10	Section 55(1)(f)-(h), Systems Act	Grievance outcome – unfair labour practice WWTW – SAMWU Trade Union	3/04/2024	3/04/2024	Approved
C12	Section 40, Systems Act	D2288/D3874 – Approval of annual report on backyard dwellers in known backyard areas	4/04/2024	4/04/2024	Approved

DELEGATIONS EXERCISED FOR PERIOD 1 APRIL 2024 – 30 JUNE 2024

MM84	Section 66, MFMA	Approval of standby and overtime – March 2024 - Community Development	4/04/2024	4/04/2024	Approved
C57	Section 19(1)(d), MFMA	Approval of Draft Funding Plan 2024/25	4/04/2024	4/04/2024	Approved
CL10	Section 59(1) of MSA	Application for donation – Idas Valley Primary School	5/04/2024	5/04/2024	Recommended for approval
MM84	Section 66, MFMA	Approval overtime and standby – April 2024 - Informal settlements	5/04/2024	5/04/2024	Approved
LPC5		Approval of poster application – Open Window	5/04/2024	5/04/2024	Approved
LPC5		Approval of poster application – Additional political posters – Democratic Alliance	5/04/2024	5/04/2024	Recommended for approval
MM84	Section 66, MFMA	Approval of standby – Traffic and Law Enforcement: March – April 2024	5/04/2024	5/04/2024	Approved
LPC3	GATHERINGS ACT 205 OF 1993 EVENTS BY-LAW PN7564 DATED 12/02/2016	Approval of appeal – Events application – Pniel Congregational Church Basaar	5/04/2024	5/04/2024	Approved
LEG 7		Eviction proceedings against Green Spot Recycling (Pty) Ltd – Farm 1653, La Motte Depot	5/04/2024	5/04/2024	Signed
HR2	Conditions of Service (SALGBC)	Review of the organogram ito reporting lines for Development Planning	5/04/2024	5/04/2024	Supported – Director Corporate services to ensure that this is processed and put through the process of the Restructuring Committee. File already got lost on first round.
MM82	Section 62(1)(f)(iv), MFMA	Approval of Invoice – Department of Employment and Labour	5/04/2024	5/04/2024	Approved
RS1	MSA	Approval of appointment – Superintendent Collections x2 – Infrastructure services	5/04/2024	5/04/2024	Approved
HR2	Conditions of Service (SALGBC)	Adjustment of the organogram to amend the reporting lines with the division – Development Planning	5/04/2024	5/04/2024	Supported. Dir Corporate Services to ensure that this is processed and put through the process

DELEGATIONS EXERCISED FOR PERIOD 1 APRIL 2024 – 30 JUNE 2024

					of the Restructuring committee.
MM55	Section 62(1)(f)(iv), MFMA	Approval of Report on Regulation 5 - SCM	5/04/2024	5/04/2024	Approved
MM82	Section 62(1)(f)(iv), MFMA	Approval of invoice – Office for your (Pty) Ltd	8/04/2024	8/04/2024	Approved
MM10	Section 55(1)(f)-(h), Systems Act	Grievance outcome - SAMWU	8/04/2024	8/04/2024	Approved
LPC5		Approval of poster application – Western Cape Blood Services	8/04/2024	8/04/2024	Approved
CM5	General provisions	SLA: BSM48/23 – STBMun//Femotoflash CC t/a Pro Meets & Environmental Servicces Africa CC	8/04/2024	8/04/2024	Signed
MM16	Section 55(1)(p), Systems Act	Approval of IUDG Progress report March 2024	11/04/2024	11/04/2024	Approved
LEG		Case No: 515/2020 – Report on the proposed options to secure permanent tenure – Devon Valley Estate	11/04/2024	11/04/2024	Signed
RS1	MSA	Approval of appointment – Snr Inspector Law Enforcement	11/04/2024	11/04/2024	Approved
LPC5		Approval of poster application – Patriotic Alliance Party	11/04/2024	11/04/2024	Approved
LPC5		Approval of poster application – Stellenbosch University – Open day 2024	11/04/2024	11/04/2024	Approved
LPC5		Approval of poster application – Referendum Party	11/04/2024	11/04/2024	Approved
LPC5		Approval of poster application – Economic Freedom Fighters	11/04/2024	11/04/2024	Approved
C70	Section 34(1), MFMA	MOA – STB Mun//Department of Mineral Resources and Energy - INEP	11/04/2024	11/04/2024	Signed
VAL13	Section 33(4) MPRA	Reporting and Compliance – Municipal Property Rates Act, 6 of 2004 – Designation of Municipal Valuer and Terminated date of Valuation	11/04/2024	11/04/2024	Signed
BC9	Section 10(1) NBRSA	Farm 542 – Legal action to address unauthorised building works and illegal outdoor billboards	11/04/2024	11/04/2024	Signed
CM7	General provisions	Approval of DMP2023/24 – 3rd Quarter report	11/04/2024	11/04/2024	Approved

DELEGATIONS EXERCISED FOR PERIOD 1 APRIL 2024 – 30 JUNE 2024

LEG16		Lease Agreement Stellenbosch Municipality//Zamile Myataza – A31 and A32 Kayamandi Economic Tourism Corridor	12/04/2024	12/04/2024	Signed
HR2	Conditions of Service (SALGBC)	Approval of sick leave and annual leave – Chief Audit Executive	12/04/2024	12/04/2024	Approved
HR2	Conditions of Service (SALGBC)	Approval of sick leave – Snr Clerk Risk Management	12/04/2024	12/04/2024	Approved
LPC5		Approval of poster application – Paul Roos Music festival 2024	12/04/2024	12/04/2024	Approved
C70	Section 34(1), MFMA	Transfer of payment RSEP 1 April 2023 – 31 March 2024	12/04/2024	12/04/2024	Signed
	Regulations on Cost containment	Request for catering services – SCM Strategic Session 26/04/2024	12/04/2024	12/04/2024	Approved
LEG16		MOA – STBMUN//Franschhoek Wine Valley Tourist Association - Funding	12/04/2024	12/04/2024	Signed
LEG16		MOA – STBMUN//Visit Stellenbosch NPC – Additional funding	12/04/2024	12/04/2024	Signed
LEG16		Addendum to Lease Agreement – STBMUN//Stellenbosch Trail Fund NPC	12/04/2024	12/04/2024	Signed
C12	Section 40, Systems Act	Approval of the Annual (2022/23) and Mid-year (2023/24) Performance Evaluations schedule	18/04/2024	18/04/2024	Signed
MM82	Section 62(1)(f)(iv), MFMA	Approval of Invoice – Media24	18/04/2024	18/04/2024	Approved
LPC5		Approval of poster application - ACDP	18/04/2024	18/04/2024	Approved
MM84	Section 66, MFMA	Approval of cellphone allowance – Snr Building Inspector PED	18/04/2024	18/04/2024	Approved
MM84	Section 66, MFMA	Approval of cellphone allowance – Building Inspector PED	18/04/2024	18/04/2024	Approved
WC1	Rules relating to the Establishment and Functioning of Ward Committees	Quarter 4 – Ward Committee Functionality Report	18/04/2024	18/04/2024	Approved
RS1	MSA	Approval of Appointment Ward Administrator Ward 8/9/11/16/22/23	18/04/2024	18/04/2024	Approved
LEG16		SLA – STBMUN//Newinbosch Energy Pty Ltd	18/04/2024	18/04/2024	Signed

DELEGATIONS EXERCISED FOR PERIOD 1 APRIL 2024 – 30 JUNE 2024

	Regulations on Cost containment	Request for catering services to host a farewell function – Leading Hand – Water Operations section	22/04/2024	22/04/2024	Approved
MM84	Section 66, MFMA	Approval of Standby – Manager Traffic and Law Enforcement	22/04/2024	22/04/2024	Approved. Please note week should be excluded when Ms Felix and Mr Kitching will be in Uganda 12-15 May 2024
HR2	Conditions of Service (SALGBC)	Approval of Annual leave – Snr Admin Officer	22/04/2024	22/04/2024	Approved
MM84	Section 66, MFMA	Approval of cellphone allowance – Manager Operations and Maintenance	22/04/2024	22/04/2024	Approved
HR2	Conditions of Service (SALGBC)	Extension of EPWP contract reaching (2 years)	23/04/2024	23/04/2024	Approved
LEG16		Lease Agreement – STBMUN//JT Maritz Electrical CC – A13 and A14 KETC	24/04/2024	24/04/2024	Signed
LEG16		Agreement – STBMUNB//Gielie Hanekom Familie Trust and Hylton Arendse – Farm 502S and Farm 502V	24/04/2024	24/04/2024	Signed
CM1	General provisions	RT15/21 Transversal contract for the supply and delivery of mobile communication services for the state for 1July 2024 to 31 March 2026	24/04/2024	24/04/2024	Approved
SC6	5 (2)(b)	BSM13/21 TT.9 Public Private Partnership for Eikestad Parking Development Project – Memo increases in estimate	24/04/2024	24/04/2024	Approved. Please pass via SCM and Finance before it goes to MM office
LEG9	General	Respondents Answering Affidavit – STBMUN//Solidarity obo AA Kurtz – Case No. WCP012415	24/04/2024	24/04/2024	Signed
LEG16		Addendum to the Lease Agreement – STBMUN//Kirsten Eiendomstrust – Farm 377B	24/04/2024	24/04/2024	Signed
MFMA		Financial Management Grant (FMG) Support Plan 2024/25	25/04/2024	25/04/2024	Approved
MM16	Section 55(1)(p), Systems Act	IUDG quarterly performance report 2023/24 – January – March 2024	25/04/2024	25/04/2024	Approved

DELEGATIONS EXERCISED FOR PERIOD 1 APRIL 2024 – 30 JUNE 2024

CD1	Section 152(c), Constitution	Community Development Workers Expenditure report March 2024	25/04/2024	25/04/2024	Approved
MM10	Section 55(1)(f)-(h), Systems Act	Appointment of presiding officer and employer representative for disciplinary hearing – Chief Traffic Services	25/04/2024	25/04/2024	Spoke to Director Boshoff according to him this issue has been addressed and resolved.
MM83	Section 65(2)(d), MFMA	Reimbursement of Franschhoek Tourism Centre – damages to the property due to severe weather conditions	26/04/2024	26/04/2024	Approved
		Safety and security strategy 2024/2025	26/04/2024	26/04/2024	Approved
OW1		Approval for the undertaking of private work (e-hailing services) – Manager IDP/PMS/PP	29/04/2024	29/04/2024	Approved, as long as private work doesn't interfere with work obligations and hours.
HR2	Conditions of Service (SALGBC)	Approval of annual leave – Director Infrastructure services	29/04/2024	29/04/2024	Approved
HR2	Conditions of Service (SALGBC)	Approval of annual leave – Manager Communications	29/04/2024	29/04/2024	Approved
SC6	5 (2)(b)	BSM39/18 - Increase in estimate – RS-A.61 Techno Park Adam Tas Link Road	29/04/2024	29/04/2024	Approved
LEG16		Lease Agreement – STBMUN//Medi-Clinic for the lease of Parking on Erf 235 Stellenbosch	29/04/2024	29/04/2024	Signed
CM5	General provisions	SLA – STBMUN//Tonex Management Solutions – BSM48/23 – Workplace Skills Training (Supervision)	29/04/2024	29/04/2024	Signed
SC6	5 (2)(a)	BSM59/24 – The upgrade of the Lanquedoc access road and bridge	30/04/2024	30/04/2024	Approved as per recommendation of the BAC as an unconditional award.

DELEGATIONS EXERCISED FOR PERIOD 1 APRIL 2024 – 30 JUNE 2024

ACTING MUNICIPAL MANAGER – MR S CHANDAKA					
	Regulations on Cost containment	Request for catering services – Annual 2022/23 and Mid-year 2023/24 performance assessments 26 April 2024	16/04/2024	16/04/2024	Approved
AD3	General	Approval of advertisement – General Worker – Community services	16/04/2024	16/04/2024	Approved
LPC5		Approval of poster application – Stellenbosch Waldorf School	16/04/2024	16/04/2024	Approved
DELEGATION	**CATEGORY**	**REPORT SUBJECT AND RECOMMENDATIONS**	**DATE RECEIVED**	**DATE RESOLVED**	**RESOLUTIONS AND COMMENTS**
LEG19		MOU – STBMUN//Historical Homes of SA Limited – Rhenish Complex Erf 9672 and Voorgelegen Erf 658	2/05/2024	2/05/2024	Signed
LEG19		Agreement for the exchange of land entered STBMUN//Rembrandt van Rijn (Pty) Ltd	2/05/2024	2/05/2024	Signed
SC6	5(2)(b)	BSM30/24 – Upgrading of the Wemmershoek Wastewater Treatment Works Phase 2	2/05/2024	2/05/2024	Approved
		Approval of Appeal for reconsideration – Bursary Application – Snr Clerk Payroll	2/05/2024	2/05/2024	Approved. Please send to HR & Director Corporate services for input. I am aware that Snr Internal Auditor did not take up the bursary opportunity and surely, we can make that available to Snr Clerk Payroll
SC6	5(2)(b)	Appointment of negotiation team BSM30/24 – the upgrade of the WWTW-Phase 2	2/05/2024	2/05/2024	Approved
LPC5		Approval of poster application – Rise Mzansi	2/05/2024	2/05/2024	Approved
MM84	Section 66, MFMA	Approval of cellphone allowance – Manager Waste Minimisation and Disposal – Infrastructure services	2/05/2024	2/05/2024	Approved
LEG19		MOA – STBMUN//Redwood Estate – Provision of the Inclusionary Housing opportunities in pursuance of settlement restructuring	3/05/2025	3/05/2025	Signed. Please relook the agreement and deal

					with the error references. I am concerned that four people signed and not picked up which makes me wonder if anyone read the agreement
SC3	4(1)	Approval of Report on Regulation 5 SCM	3/05/2025	3/05/2025	Approved
SC3	4(1)	Quarter 3 Verifications (IM, BM, CG & S71) 31 March 2024	3/05/2025	3/05/2025	Approved
	Regulations on Cost containment	Request for catering – Strategic session 10 May 2024	3/05/2025	3/05/2025	Approved
MM10	Section 55(1)(f)-(h), Systems Act	Appointment of Presiding Officer and employer representative for disciplinary hearing – Thobani Makhwankana – Community Services	3/05/2025	3/05/2025	Approved
MM10	Section 55(1)(f)-(h), Systems Act	Appointment of Presiding officer and employer representative for disciplinary hearing – Mbulelo Msefu – Law Enforcement	3/05/2025	3/05/2025	Approved with amendments. Please check date in the charge sheet 9 February 2024 - 22 February 2022. Should be 2024. Please amend.
RS1	MSA	Approval of appointment – Operator Supervisor – Area Cleaning	6/05/2024	6/05/2024	Approved
MM82	Section 62(1)(f)(iv), MFMA	Approval of Invoice No. 2412– Office for You (Pty) Ltd -	6/05/2024	6/05/2024	Approved
VPR2	Paragraph 6f	Approval of Verimentation to Inventory Consumed – consumables standard rated	6/05/2024	6/05/2024	Approved
MM109	Section 79(1)(b), MFMA	Approval of Delegations exercised for April 2024 – Infrastructure services	9/05/2024	9/05/2024	Signed
RS1	MSA	Approval of appointment – Assistant Superintendent - Roads and Storm water – Infrastructure services	9/05/2024	9/05/2024	Approved as per recommendation of Director Corporate Services.

MM84	Section 66, MFMA	Approval of travel claim – Director community and Protection Services - Uganda	9/05/2024	9/05/2024	Approved
MM10	Section 55(1)(f)-(h), Systems Act	Appointment of Presiding Officer and employer representative for disciplinary hearing – Maindren Chettiar – Environmental Services	9/05/2024	9/05/2024	Approved
MM166C	Section 33	Approval of Title Deed Transfer and POA – Kayamandi,	9/05/2024	9/05/2024	Signed
MM166C	Section 33	Approval of POA - Longlands	9/05/2024	9/05/2024	Signed
	Cost containment regulations	Request for catering services for early retirement farewell – General Worker Hall section – Mr M Carolissen	9/05/2024	9/05/2024	Approved
TR1	Skills Development Act /MSA	Request for extra study leave – Snr Manager Financial Services	10/05/2024	10/05/2024	Approved ito 5.8.3 of the Collective Agreement. Please inform HR, we need to s-b-delegate this to Directors.
SC43	40(2)	Transfer of assets free of charge from Department of Economic Development and Tourism to STBMUN – Installation of Solar PV on trading hubs	10/05/2024	10/05/2024	Signed. Please ensure that is registered as a donation on the Asset Register
LPC5		Approval of poster application – Franschhoek Literary Festival	10/05/2024	10/05/2024	Approved
EL10		Report – Emergency Municipal Loadshedding Relief Grant – April 2024 (BSM01/24 – Supply, delivery, and installation of generators for the period ending 30/06/2024	10/05/2024	10/05/2024	Signed
MM84	Section 66, MFMA	Approval of cellphone allowance – Snr Technician Waste Minimization – Infrastructure services	10/05/2024	10/05/2024	Approved
MM82	Section 62(1)(f)(iv), MFMA	Approval of Invoice No. 6053433059 – Media24	13/05/2024	13/05/2024	Approved
MM82	Section 62(1)(f)(iv), MFMA	Approval of Invoice No. CTINRIN0046664 – ETG – April 2024	13/05/2024	13/05/2024	Approved
MM82	Section 62(1)(f)(iv), MFMA	Approval of Invoice No. CTINRIN0046663 – ETG – April 2024	13/05/2024	13/05/2024	Approved

DELEGATIONS EXERCISED FOR PERIOD 1 APRIL 2024 – 30 JUNE 2024

SC6	5(2)(b)	BSM78/24 – Financing of approved projects by means of external loan	13/05/2024	13/05/2024	Approved
BC9	Section 10(1) NBRBSA	Addressing illegal Land use (Renewable energy installation) Farm 1359 and 147/5 also known as Farm 1621 Stellenbosch	13/05/2024	13/05/2024	Approved
MM84	Section 66, MFMA	Approval of standby and overtime – May 2024 – Informal Settlements Department	13/05/2024	13/05/2024	Approved
RS1	MSA	Approval of appointment – Snr Electricians X3	15/06/2024	15/05/2024	Approved as per recommendation of Director Corporate services. Please ensure that special effort in headhunting process is followed.
HR2	Conditions of Service (SALGBC)	Approval of Transport Allowance – Project Manager – Housing – PMU	16/05/2024	16/05/2024	
MM10	Section 55(1)(f)-(h), Systems Act	Appointment of Presiding Officer and employer representative – Edgar Wenn – Wastewater Treatment	16/05/2024	16/05/2024	Approved
MM166C	Section 33	POA – Kylemore and Cloetesville	17/05/2024	17/05/2024	Approved
CL10	Section 59(1) of MSA	Application for donation – TZ Adams	17/05/2024	17/05/2024	Recommended for approval
CL10	Section 59(1) of MSA	Application for donation – BE MORE Organisation	17/05/2024	17/05/2024	Recommended for approval
CL10	Section 59(1) of MSA	Application for donation – Lückhoff High School	17/05/2024	17/05/2024	Recommended for approval
AD3	General	Approval of advertisement – Leading Hand – Roads Transport and Stormwater	17/05/2024	17/05/2024	Approved
AD3	General	Approval of advertisement – Electrical Assistant – Electrical services	17/05/2024	17/05/2024	Approved
MM82	Section 62(1)(f)(iv), MFMA	Approval of Invoice – April 2024 - FNB	22/05/2024	22/05/2024	Approved

DELEGATIONS EXERCISED FOR PERIOD 1 APRIL 2024 – 30 JUNE 2024

AD3	General	Motivation for the advertisement of contracts within the PMU	22/05/2024	22/05/2024	Approved
RS1	MSA	Approval of Appointment – Superintendent Housing Stock – Housing Administration	23/05/2024	23/05/2024	Approved appointment of highest scoring candidate.
RS1	MSA	Approval of Appointment – Snr Manager – Development Planning Services	23/05/2024	23/05/2024	Approved appointment of highest scoring candidate for the following reasons: 1. He understands WC SPLUMA system with experience and understand MFMA. 2. He has both spatial and LUM experience, where the other only have LUM experience. 3. He is currently project leader for the RSEP programme which is a provincial spatial transforming initiative.
RS1	MSA	Approval of Appointment – Driver / Supervisor – Community and Protection services	23/05/2024	23/05/2024	Approved the appointment of the 2nd candidate as per the recommendations of the Director Corporate services and Director

					Community and Protection services
RS1	MSA	Approval of Appointment – Principal Clerk – Acquisition - SCM	23/05/2024	23/05/2024	Approved as per panel recommendation, department should adhere to the rules relating to recruitment and EE plan
MM10	Section 55(1)(f)-(h), Systems Act	Appointment of Presiding Officer and employer representative for disciplinary hearing of Thabita Makuzeni – Wastewater Treatment	23/05/2024	23/05/2024	Approved
MM10	Section 55(1)(f)-(h), Systems Act	Appointment of Presiding Officer and employer representative for disciplinary hearing of Johannes Erasmus – Wastewater Treatment	23/05/2024	23/05/2024	Approved
MM10	Section 55(1)(f)-(h), Systems Act	Appointment of Presiding Officer and employer representative for disciplinary hearing of Riaan Goeieman – Wastewater Treatment	23/05/2024	23/05/2024	Approved
MM10	Section 55(1)(f)-(h), Systems Act	Appointment of Presiding Officer and employer representative for disciplinary hearing of Ntabeleng Nkopane – Financial services	23/05/2024	23/05/2024	Approved
	Regulations on Cost containment	Request for catering services – Community Safety Forum Workshop – Protection Services	23/05/2024	23/05/2024	Approved
MM17	Section 62(2), Systems Act	Notification of 3rd parties for information submitted ito PAIA Act 2 OF 2000	23/05/2024	23/05/2024	Approved
MM82	Section 62(1)(f)(iv), MFMA	Approval of Invoice No. INV0005413 – May 2024 – Ignite Advisory	23/05/2024	23/05/2024	Approved
C22	Section 59(1)(a), Systems Act	Request for permission to implement the outcome of the cost of supply study ito electricity tariffs W.E.F. 2025/26	23/05/2024	23/05/2024	Approved
RS1	MSA	Approval of Appointment – Operator Supervisor – Collection X4 – Infrastructure services	24/05/2024	24/05/2024	Report of HR concerns and need actions. Please keep me updated on this and progress

DELEGATIONS EXERCISED FOR PERIOD 1 APRIL 2024 – 30 JUNE 2024

MM84	Section 66, MFMA	Approval of cellphone allowance – Assistant Superintendent – Community and Protection Services	24/05/2024	24/05/2024	Approved
MM84	Section 66, MFMA	Approval of cellphone allowance – Foreperson (halls) – Community and Protection services	24/05/2024	24/05/2024	Approved
LEG19		Agreement of Sale – STBMUN//LE Frenchman and CM Frenchman – Erf 249 La Motte	24/05/2024	24/05/2024	Signed
LEG19		Consent of cession – Telecommunication tower on Farm 183 STB	27/05/2024	27/05/2024	Signed
C70	Section 34(1), MFMA	Addendum to MOA – STBMUN//Provincial Government of WC via Dept of Infrastructure - Transfer of Erf 718 Kayamandi	27/05/2024	27/05/2024	Signed
LEG19		Certificate ito Section 31(4)(a) of the Deeds of Registrations – remainder of Erf 18847 STB	27/05/2024	27/05/2024	Signed
HR2	Conditions of Service (SALGBC)	Approval of annual leave Manager IDP/PMS/PP	27/05/2024	27/05/2024	Approved
SC6	5(2)(b)	BSM53/24 – Term Tender for the Pipe replacement using conventional and trenchless methods	27/05/2024	27/05/2024	Approved
SC6	5(2)(b)	BSM62/24 – Call for submissions for management and development of the Van der Stel sports complex	27/05/2024	27/05/2024	Approved
AD3	General	Approval of advertisement – Snr Clerk Housing Demand – Housing Admin	27/05/2024	27/05/2024	Approved
CL10	Section 59(1) of MSA	Application for donation – Fire victims – Kammies Family SB 6544 Idas Valley	28/05/2024	28/05/2024	Recommended for approval
LEG16		MOA– STBMUN//Evening Shade Properties (Pty) Ltd - Oakhills Development - Inclusionary Housing Agreement	30/05/2024	30/05/2024	Signed
LEG19		Agreement – STBMUN//Rickety Bridge Properties (Pty) Ltd – servitude Farm 1064 Portion 17 Paarl (Franschhoek)	30/05/2024	30/05/2024	Signed
TR1	Skills Development Act /MSA	Approval of bursaries for employees – 2024 Studies (2nd round)	30/05/2024	30/05/2024	Approved
MM16	Section 55(1)(p), Systems Act	EPWP Quarter 3 Evaluation Report 2023/24	30/05/2024	30/05/2024	Approved

C90.1	Section 84(2)(b)(iii), MFMA	Letter to MEC – Adoption of the 2nd Review of the 5th Generation IDP 2022-2027	30/05/2024	30/05/2024	Signed
LEG9	General	Replying Affidavit – STBMUN//SALGBC//S Ntese – Case No. C628/2023	30/05/2024	30/05/2024	Signed
ACTING MUNICIPAL MANAGER: A BARNES					
HR2	Conditions of Service (SALGBC)	Approval of overtime – Filed worker - Informal Settlement Department	31/05/2024	31/05/2024	Approved
HR2	Conditions of Service (SALGBC)	Approval of panel – Appointment of selection panel – Snr Superintendent Traffic services	31/05/2024	31/05/2024	Approved
DELEGATION	**CATEGORY**	**REPORT SUBJECT AND RECOMMENDATIONS**	**DATE RECEIVED**	**DATE RESOLVED**	**RESOLUTIONS AND COMMENTS**
CL10	Section 59(1) of MSA	Application for donation – training4changeS NPC (e Jacobs)	5/06/2024	5/06/2024	Recommended for approval
HR2	Conditions of Service (SALGBC)	Approval of attendance register – May 2024 - Director Community and Protection services	5/06/2024	5/06/2024	Approved
HR2	Conditions of Service (SALGBC)	Approval of attendance register – May 2024 - Director Infrastructure services	5/06/2024	5/06/2024	Approved
C50	Section 14(2) of the MFMA (read with section 90, MFMA)	Deed of Sale – Erven in Cloetesville and Kayamandi	5/06/2024	5/06/2024	Signed
EM55	Section 53(1)(c)(iii), MFMA	Approval of the Annual Performance Assessment Report 2022/23	5/06/2024	5/06/2024	Signed
SC6	5(2)(a)	BSM14/24 – The construction of basic services for the proposed development of temporary relocation area on Erf 3229 Mooiwater	5/06/2024	5/06/2024	Approved. Unconditional award as per memo submitted on 5/06/2024. Please see my comments on memo. Finance

					to provide written reasons why this tender was not advertised in January as per my email instruction.
MM109	Section 79(1)(b), MFMA	Approval of delegations exercised – May 2024 - PED	5/06/2024	5/06/2024	Approved
SC13	17(C)	Deviation: Jan Marais SS Transformer upgrades – Extension of Transformer storage and associated costs (June 2026 – December 2025 – Revision 2	5/06/2024	5/06/2024	Approved
BC9	Section 10(1) NBRBSA	Addressing illegal land use (multi dwelling units/flats/apartments) at Erf 11217 STB	6/06/2024	6/06/2024	Approved
HR2	Conditions of Service (SALGBC)	Transfer of incumbent of post No FS/RF/REV/CAV/MRTB/01: (T Koegelenberg) to FS/RE/REV/CMC/SBC/01 (Accountant Sundry Debtors – Ex L Walters)	6/06/2024	6/06/2024	Approved
SC6	5(2)(b)	BSM63/24 Supply, delivery and off-loading of type B miniature substations and distribution transformers with rating up to 1000kva period ending 30/06/2026	6/06/2024	6/06/2024	Approved
MM84	Section 66, MFMA	Pre-approvals of standby and overtime June 2024 Informal Settlement Department	7/06/2024	7/06/2024	Approved
SC6	5(2)(b)	BSM42/24 – Supply, delivery and offloading of 240L and 770L Wheelie Bins for the period ending 30 June 2026	7/06/2024	7/06/2024	Approved
MM95	Section 69(3)(b), MFMA	Letter to MEC – Annual performance evaluation results 2022/23	7/06/2024	7/06/2024	Signed
MM166C	Section 33	Approval of building plan ito S4(2) NBR Act 103 of 1977 – Erf 287 Franschhoek	10/06/2024	10/06/2024	Approved
APP1	Section 62(4)(a) MSA	Appeal ito Section 62 of MSA – BSM44/24 – Supply and delivery of one 4X4 fighting vehicle with off road capabilities with fully automatic transmission – RAMCOM Trucks and Load Bodies (Pty) Ltd	10/06/2024	10/06/2024	Signed
SC6	5(2)(b)	BSM34/24 – Supply installation and management of STS6 Edition 2 compliant prepayment electricity vending – 1/07/2024 – 30/06/2027	10/06/2024	10/06/2024	Approved

HR2	Conditions of Service (SALGBC)	Appointment of temporary Administrative Support – Development Management	10/06/2024	10/06/2024	Approved
LEG 6	General	Settlement Agreement – STBMUN//RFG Foods (Pty) Ltd – electricity supply from Feb 2019 – May 2021	10/06/2024	10/06/2024	Signed
MM82	Section 62(1)(f)(iv), MFMA	Approval of Invoice no. CTINRIN0046931 – May 2024 - ETG	10/06/2024	10/06/2024	Approved
MM82	Section 62(1)(f)(iv), MFMA	Approval of Invoice SLA June Fees – Ignite Advisory	11/06/2024	11/06/2024	Approved
MM82	Section 62(1)(f)(iv), MFMA	Approval of Invoice No. PNQ4/2024/56 – Shan |Supplies (Pty)Ltd	11/06/2024	11/06/2024	Approved
HR2	Conditions of Service (SALGBC)	Approval of family responsibility leave – Snr Clerk Risk Management	11/06/2024	11/06/2024	Approved
MM166C	Section 33	Approval of notification of intent to develop – Portion7 of Farm 527 and RE/527 Jamestown	11/06/2024	11/06/2024	Approved
LEG 7		Departmental report – Case Number: LCC130/2023 – Application for eviction	11/06/2024	11/06/2024	Signed
MM82	Section 62(1)(f)(iv), MFMA	Approval of Invoice STMINV0105 – Gabriel and Michael (Pty) Ltd	11/06/2024	11/06/2024	Approved
MM166C	Section 33	POA – Erven 286Le Roux, Erf 288 STB and Erf 1275B ST	11/06/2024	11/06/2024	Signed
SC3	4(1)	Close out report – WC Municipal Intervention Grant – BSM01/24 Supply, delivery and installation of generators for the period ending June 2024 – June 2024	12/06/2024	12/06/2024	Signed
LPC5		Approval for poster application – Chamber Music Festival	12/06/2024	12/06/2024	Approved
HR2	Conditions of Service (SALGBC)	Approval of annual leave – Director Corporate services	13/06/2024	13/06/2024	Approved
C50	Section 14(2) of the MFMA (read with section 90, MFMA)	Deed of Sale – STBMUNB//R Deysen Erf 15176 Cloetesville	13/06/2024	13/06/2024	Signed

DELEGATIONS EXERCISED FOR PERIOD 1 APRIL 2024 – 30 JUNE 2024

MM82	Section 62(1)(f)(iv), MFMA	Approval of Invoice P Chandaka – Engineering Council of SA	14/06/2024	14/06/2024	Approved
MFMA		Approval of S71 Monthly Budget Monitoring FMG returns May 2024	14/06/2024	14/06/2024	Approved
MFMA		Approval to submit MTREF Budget and related document to Provincial and National Treasury	14/06/2024	14/06/2024	Approved
C27	Section 60(2), Systems Act	Approval of new investment – Standard Bank	14/06/2024	14/06/2024	Approved
MM37	Section 10(1)(a), MFMA	Approval to transfer funds from the current account to the investment portfolio	14/06/2024	14/06/2024	Approved
APP1	Section 62(4)(a) MSA	Appeal ito Section 62 of MSA – BSM99/24 – Supply and installation of a system protection and management software with annual subscription, maintenance, and support for a period 1/07/204 – 30/06/2025 – Innovo Networks (Pty) Ltd	14/06/2024	14/06/2024	Signed
MFMA		Approval of Monthly Budget Monitoring Report May 2024	14/06/2024	14/06/2024	Approved
	Regulations on Cost containment	Request for catering services – Annual stock take – 27-28 June 2024 - SCM	14/06/2024	14/06/2024	Approved
EL14	Section 3(1)	SLA – STBMUN//Eskom Holdings SOC LTD – on the provision of free basic electricity	14/06/2024	14/06/2024	Signed
MM166C	Section 33	Section 31(1)(a) Certificate for Deed of Transfer – Erf 3515, 2159 and 3514 Klapmuts	14/06/2024	14/06/2024	Signed
MM84	Section 66, MFMA	Approval of travel claim – Chief Financial Officer – CFO Forum Ganzekraal	18/06/2024	18/06/2024	Approved
MM10	Section 55(1)(f)-(h), Systems Act	Outcomes of grievance – I Bailey	18/06/2024	18/06/2024	Signed
C70	Section 34(1), MFMA	Transfer Payment Agreement – STBMUN//WCG via Dept of Infrastructure for Capacity Building Clerks	18/06/2024	18/06/2024	Signed
C47	Section 8(4), MFMA	MOA – Funding Agreement – STBMUN//Cape Winelands District Municipality – Allocation of funds – MTREF 2023/24	18/06/2024	18/06/2024	Signed
VAL33	Section 15(1) MPRA	Approval of water leak rebate applications – Account no. 370171263	18/06/2024	18/06/2024	Approved

SC13	17(C)	Deviation – Appointment of Microsoft corporation for an enterprise license agreement for period 1/07/2024 – 30/06/2027	18/06/2024	18/06/2024	Approved
SC6	5(2)(b)	BSM50/24 – Appointment of a service provider for the supply and constructing of timber frame structures as emergency housing for period 1/07/2024 – 30/06/2027	18/06/2024	18/06/2024	Approved
SC13	17(C)	Deviation – BSM73/21 - Extension of unarmed security tender	18/06/2024	18/06/2024	Approved. Please arrange for a BEC and BAC before 30 June 2024, before I consider the deviation. The is still 2 weeks before financial year end. Department was fully aware of tender end date.
ACTING MUNICIPAL MANAGER: MR A BARNES					
MM84	Section 66, MFMA	Approval of Standby June 2024 – Chief fire Officer / Disaster Manager	3/06/2024	3/06/2024	Approved
MM109	Section 79(1)(b), MFMA	Approval of delegations exercised – May 2024 – Infrastructure services	3/06/2024	3/06/2024	Approved
HR2	Conditions of Service (SALGBC)	Permission to leave WC024 – Cape Winelands Severe Weather events session – Rawsonville - S Chandaka	3/06/2024	3/06/2024	Approved
MFMA		Approval of Quality Certificate – MTREF Budget 2024-2027	3/06/2024	3/06/2024	Approved
MM10	Section 55(1)(f)-(h), Systems Act	Appointment of Presiding Officer and Employer representative for disciplinary hearing of Sandisile Ntese	25/06/2024	25/06/2024	Approved
LPC5		Approval of poster application – U20 Rugby Championship	26/06/2024	26/06/2024	Approved
EL1	Section 18(2)	Request for ESKOM to waive security deposits after the request for payment of security deposits was not approved by the CFO	27/06/2024	27/06/2024	Signed

DELEGATIONS EXERCISED FOR PERIOD 1 APRIL 2024 – 30 JUNE 2024

AD3	General	Approval of advertisement – Chief Accountant X2 – Budgeting and Costing – Financial Management Services	28/06/2024	28/06/2024	Approved
AD3	General	Approval of advertisement – Snr Clerk Bank Reconciliation– Financial Management Services	28/06/2024	28/06/2024	Approved
SC13	17(C)	Deviation – Appointment of ONTEC systems on monthly basis until 30/11/2024 to read meters remotely, via automated meter reading (AMR) system and manage metering services for large power users and small-scale embedded generations consumers – starting from 1/07/2024	28/06/2024	28/06/2024	Approved

DELEGATIONS EXERCISED FOR PERIOD 1 APRIL 2024 – 30 JUNE 2024

DIRECTORATE: FINANCIAL SERVICES

Delegation	Category	Report Subject and Recommendations	Date Received	Date Resolved	Resolution and Comments (if any)
MM84	Section 66, MFMA	Overtime/Standby pre-approval – Supply Chain Management	3/04/2024	3/04/2024	Approved
VPR2	Paragraph 6f	2 x Operational Virementation(s)- Financial Services	3/04/2024	3/04/2024	Approved
VPR2	Paragraph 6f	Creation of Unique Ukey Form Financial Services	3/04/2024	3/04/2024	Approved
VPR2	Paragraph 6f	1 x Capital Virementation(s)- Community & Protection Services	3/04/2024	3/04/2024	Approved
VPR2	Paragraph 6f	2 x Capital Virementation(s)- Infrastructure Services	3/04/2024	3/04/2024	Approved
VPR2	Paragraph 6f	1x Capital Virementation(s)- Corporate Services	3/04/2024	3/04/2024	Approved
HR2	Conditions of Service (SALGBC)	Counter Performance Agreement-Internal Bursary	4/04/2024	4/04/2024	Approved
VPR2	Paragraph 6f	2 x Capital Virementation(s)- Infrastructure Services	4/04/2024	4/04/2024	Approved
VPR2	Paragraph 6f	Creation of Unique Ukey Form Infrastructure Services	4/04/2024	4/04/2024	Approved
MFMA		Debt Schedule Quality Certificate - March 2024	5/04/2024	5/04/2024	Approved
MM84	Section 66, MFMA	Overtime/Standby pre-approval – Revenue	5/04/2024	5/04/2024	Approved
MM84	Section 66, MFMA	Overtime/Standby pre-approval – Revenue	10/04/2024	10/04/2024	Approved
VPR2	Paragraph 6f	1 x Operational Virementation(s) - Financial Services	10/04/2024	10/04/2024	Approved
MM82	Section 65(2)(c), MFMA	Signed 3 x Capital Invoices for SCM:	15/04/2024	15/04/2024	Approved
HR2	Conditions of Service (SALGBC)	Counter Performance Agreement - Internal Bursary	15/04/2024	15/04/2024	Approved
VPR2	Paragraph 6f	1 x Capital Virementation(s) - Community & Protection Services	16/04/2024	16/04/2024	Approved
VPR2	Paragraph 6f	1 x Operational Virementation(s)- Municipal Manager's Office	18/04/2024	18/04/2024	Approved
VPR2	Paragraph 6f	2 x Operational Virementation(s)- Community Development	18/04/2024	18/04/2024	Approved
HR2	Conditions of Service (SALGBC)	4 x Travel & Subsistence Forms- Budget Office	18/04/2024	18/04/2024	Approved
VPR2	Paragraph 6f	1 x Capital Virementation(s) - ICT	19/04/2024	19/04/2024	Approved
VPR2	Paragraph 6f	1 x Capital Virementation(s) - Community and Protection Services	19/04/2024	19/04/2024	Approved

DELEGATIONS EXERCISED FOR PERIOD 1 APRIL 2024 – 30 JUNE 2024

Delegation	Category	Report Subject and Recommendations	Date Received	Date Resolved	Resolution and Comments (if any)
VPR1	Paragraph 6f	Capital Virementations – Various Directorates	3/05/2024	3/05/2024	Approved
MM84	Section 66, MFMA	Standby / Overtime for SCM, Stores	3/05/2024	3/05/2024	Approved
Section 115(1)(a), MFMA	MM122	BSM 58/24 Suidwal and Krige Street Flood Rehabilitation.	6/05/2024	6/05/2024	Approved
CM3	General provisions	SCM letters approved Tenderers	6/05/2024	6/05/2024	Approved
HR2	Conditions of Service (SALGBC)	Approval to pay Acting Allowances	6/05/2024	6/05/2024	Approved
VPR1	Paragraph 6f	Capital Verimentations Various Directorates	6/05/2024	6/05/2024	Approved
VPR1	Paragraph 6f	Capital Verimentations Various Directorates	6/05/2024	6/05/2024	Approved
HR2	Conditions of Service (SALGBC)	Bursary Applications Various staff within Finance Directorate	14/05/2024	14/05/2024	Approved
MM84	Section 66, MFMA	Standby / Overtime for Salaries, Revenue Section	14/05/2024	14/05/2024	Approved
VPR1	Paragraph 6f	Capital Virementations – Various Directorates	14/05/2024	14/05/2024	Approved
MM122	Section 115(1)(a), MFMA	BSM 01/23 Supply, Deliver, Installation and Maintenance of CCTV/LPR Camera Systems Including the Supply and Delivery of Body worn Cameras and Required Accessories for a Period ending 30 June 2026	14/05/2024	14/05/2024	Approved
MM122	Section 115(1)(a), MFMA	BSM 68/24 Rezoning of Farm 81/2 and Farm 81/9, Stellenbosch to Subdivisional Area to Develop Social Housing	14/05/2024	14/05/2024	Approved
MM122	Section 115(1)(a), MFMA	BSM 86/24 Franschhoek Flood Rehabilitation - Reconstruction of Dirkie Uys and Akademie Street Bridges	14/05/2024	14/05/2024	Approved
CM3	General provisions	SCM letters approved Tenderers	14/05/2024	14/05/2024	Approved
CM3	General provisions	SCM Tender Questionnaires	14/05/2024	14/05/2024	Approved
VPR1	Paragraph 6f	Capital Virementations – Various Directorates	14/05/2024	14/05/2024	Approved
VPR1	Paragraph 6f	Capital Virementations – Various Directorates	14/05/2024	14/05/2024	Approved
VPR1	Paragraph 6f	Capital Virementations – Various Directorates	14/05/2024	14/05/2024	Approved
MM122	Section 115(1)(a), MFMA	BSM 39/24 Engineering, Procurement and Construction of a Hybrid Inverter and Battery Energy Storage System at the Stellenbosch Fire Station	14/05/2024	14/05/2024	Approved

MM122	Section 115(1)(a), MFMA	BSM 44/24 Supply and Delivery of One 4x4 Fire Fighting Vehicle with Off Road Capabilities with Fully Automatic Transmission	17/05/2024	17/05/2024	Approved
CM3	Section 115(1)(a), MFMA	SCM letters approved Tenderers	17/05/2024	17/05/2024	Approved
VPR1	Paragraph 6f	Capital Virementations – Various Directorates	17/05/2024	17/05/2024	Approved
MM122	Section 115(1)(a), MFMA	BSM 31/24 Supply and Delivery of Social Relief of Distress Resources: Blankets and Vanity Packs until 30 June 2027	24/05/2024	24/05/2024	Approved
MM122	Section 115(1)(a), MFMA	BSM 99/24 Supply and Installation of a System Protection and Management Software with Annual Subscription, Maintenance and Support for a Period 1 July 2024 ending 30 June 2025	24/05/2024	24/05/2024	Approved
MM122	Section 115(1)(a), MFMA	BSM 99/24 Supply and Installation of a System Protection and Management Software with Annual Subscription, Maintenance and Support for a Period 1 July 2024 ending 30 June 2025	24/05/2024	24/05/2024	Approved
MM122	Section 115(1)(a), MFMA	BSM 53/24 Term Tender for Pipe Replacement Using Conventional and Trenchless Methods	24/05/2024	24/05/2024	Approved
CM3	General provisions	SCM letters approved Tenderers	24/05/2024	24/05/2024	Approved

Delegation	Category	Report Subject and Recommendations	Date Received	Date Resolved	Resolution and Comments (if any)
VPR1	Paragraph 6f	Capital Virementations – Various Directorates	3/06/2024	5/06/2024	Approved
MM84	Section 66, MFMA	Standby / Overtime for SCM, Stores	3/06/2024	3/06/2024	Approved
MM122	Section 115(1)(a), MFMA	BSM 70/24 Supply, Delivery and Off-Load of Coffee, Water and Milk for a contract period from 01 July 2024 - 30 June 2025	5/06/2024	5/06/2024	Approved
MM122	Section 115(1)(a), MFMA	BSM 71/24 Supply, Delivery and Off-Loading of Cleaning Materials and Equipment for a Period 1 July 2024 ending 30 June 2025	5/06/2024	5/06/2024	Approved
MM122	Section 115(1)(a), MFMA	BSM 72/24 Supply, Delivery and Off-Loading of Copy Paper for a Period 1 July 2024 ending 30 June 2026	5/06/2024	5/06/2024	Approved
MM122	Section 115(1)(a), MFMA	BSM 83/24 Supply and Delivery of Stationery for a Contract Period ending 30 June 2025	5/06/2024	5/06/2024	Approved

MM122	Section 115(1)(a), MFMA	BSM 84/24 Appointment of a Panel of Service Providers to Supply and Deliver Tools and Hardware for a Contract Period ending 30 June 2025	5/06/2024	5/06/2024	Approved
MM122	Section 115(1)(a), MFMA	BSM 14/24 The Construction of Basic Services for the Proposed Development of Temporary Relocation Area on Erf 3229, Mooiwater	5/06/2024	5/06/2024	Approved
MM122	Section 115(1)(a), MFMA	BSM 63/24 Supply, Delivery and Off-Loading of Type B Miniature Substations and Distribution Transformers with Rating up to 1000kva period ending 30 June 2026	5/06/2024	5/06/2024	Approved
CM3	General provisions	SCM letters approved Tenderers	5/06/2024	5/06/2024	Approved
HR2	Conditions of Service (SALGBC)	Approval to pay Acting Allowances	5/06/2024	5/06/2024	Approved
VPR1	Paragraph 6f	Capital Verimentations Various Directorates	3/06/2024	30/06/2024	Approved
VPR1	Paragraph 6f	Capital Verimentations Various Directorates	1/06/2026	30/06/2024	Approved
MM84	Section 66, MFMA	Standby / Overtime for Salaries, Revenue Section	7/06/2024	7/06/2024	Approved
VPR1	Paragraph 6f	Capital Virementations – Various Directorates	3/06/2024	3/06/2024	Approved
MM122	Section 115(1)(a), MFMA	BSM 42/24 Supply, Delivery and Offloading of 240l and 770l Wheelie Bins for the Period Ending 30 June 2026	18/06/2024	18 /06/2024	Approved
MM122	Section 115(1)(a), MFMA	BSM 61/24 Appointment of Attorneys for the Rendering of Conveyancing Services: Transfer of State Subsidized Housing Units for a Period up to 30 June 2027 for The Title Deeds Registration N Programme (TRP) – As and When required	18/06/2024	18/06/2024	Approved
MM122	Section 115(1)(a), MFMA	BSM 48/24 Appointment of a Suitable, Qualified and Experienced Professional Technical Advisor to Support Stellenbosch Municipality with the Roll Out of the Social Housing Projects from 1 July 2024 until 30 June 2027	18/06/2024	18/06/2024	Approved
MM122	Section 115(1)(a), MFMA	BSM 50/24 Appointment of a Service Provider for the Supply and Constructing of Timber Frame Structures as Emergency Housing for a Period: 01 July 2024 ending 30 June 2027	18/06/2024	18/06/2024	Approved
MM122	Section 115(1)(a), MFMA	BSM 112/24 Supply and Installation of New Clearvu or Equivalent Fencing in Block F/G/H/I/J Lang/Kloof Street Including Parking Area, Cloetesville	18/06/2024	18/06/2024	Approved
CM3	General provisions	SCM letters approved Tenderers	18/06/2024	18/06/2024	Approved
CM3	General provisions	SCM Tender Questionnaires	18/06/2024	18/06/2024	Approved

DELEGATIONS EXERCISED FOR PERIOD 1 APRIL 2024 – 30 JUNE 2024

VPR1	Paragraph 6f	Capital Virementations – Various Directorates	18/06/2024	18/06/2024	Approved
VPR1	Paragraph 6f	Capital Virementations – Various Directorates	18/06/2024	18/06/2024	Approved
VPR1	Paragraph 6f	Capital Virementations – Various Directorates	18/06/2024	18/06/2024	Approved
MM122	Section 115(1)(a), MFMA	BSM 85/24 Appointment of a panel of small contractors for General Maintenance for a period from 01 July 2024 ending 30 June 2025	18/06/2024	18/06/2024	Approved
MM122	Section 115(1)(a), MFMA	BSM 73/24 Supply, Delivery and Off-Loading of Toilet Paper and Hand Towels from 01 July 2024 Until 30 June 2026	18/06/2024	18/06/2024	Approved
CM3	General provisions	SCM letters approved Tenderers	18/06/2024	18/06/2024	Approved
VPR1	Paragraph 6f	Capital Virementations – Various Directorates	19/06/2024	19/06/2024	Approved
MM122	Section 115(1)(a), MFMA	BSM 96/24 Supply, Delivery, Installation and Commissioning of an active directory Audit Tool and Software for a period 1 July 2024 to 30 June 2027	24/06/2024	24/06/2024	Approved
MM122	Section 115(1)(a), MFMA	BSM 82/24 Works on Traffic Signals	24/06/2024	24/06/2024	Approved
MM122	Section 115(1)(a), MFMA	BSM 94/24 Appointment of a Service Provider for The Provision of Municipal ICT Network expansion with Maintenance and Support for the period 1 July 2024 ending 30 June 2027	28/06/2024	28/06/2024	Approved
MM122	Section 115(1)(a), MFMA	BSM 95/24 Mimecast Unified E-Mail Management Software License Renewal from 1 July 2024 to 30 June 2027	28/06/2024	28/06/2024	Approved
MM122	Section 115(1)(a), MFMA	BSM 43/24 Hiring of Refuse Compactors and Refuse Cage Trucks as and When Required From 1 July 2024 – 30 June 2027	28/06/2024	28/06/2024	Approved
CM3	General provisions	SCM letters approved Tenderers	28/06/2024	28/06/2024	Approved

DIRECTORATE: INFRASTRUCTURE SERVICES

Delegation	Category	Report Subject and Recommendations	Date Received	Date Resolved	Resolution and Comments (if any)
To exercise all powers conferred upon the Municipality by applicable legislation relating to the supply of water and matters incidental thereto	WS1 Section 11, WSA	Water restrictions exemption: Borehole registrations: 6 – Application to drill 0 – Residential Applications 0 – Commercial Applications 0 – Public Buildings Applications 0 – Grey water Applications MUNICIPAL NOTICE: Notice 50/2024 Planned maintenance at the Blackheath Water Treatment Plant affecting water supply to Polkadraai Scheme, Longlands and Digteby areas 2 – 3 May 2024. Notice 42/2024 Water supply interruption to Potbelly and Industrial Area, Klapmuts on 15/04/2024 Notice Water supply interruption at Harmonie Residence, Neethling Str, Stellenbosch on 05/04/2024 Notice Water supply interruption to Town Hall and Main Building, Stellenbosch on 10 & 11 April	9/04/2024	29/04/2024 26/04/2024 12/04/2024 5/04/2024 10/04/2024	Approved Approved Approved Approved Approved
To authorize a staff member, co to gain access to any	EL18 Section 10	MUNICIPAL NOTICE: Notice 41/2024		10/04/2024	Approved

property for the purpose of conducting inspection, tests or maintenance works		Power supply interruption to RFF Building, Lervein Admin Farm, In Baller Admin, The Tram on 11/04/2024 from 09:00 – 16:00. Notice 40/2024 Power supply outage - Wemmershoek on 11/04/2024 Notice 46/2024 Stellenbosch Municipality Pre-paid electricity metering software (TID Rollover) Notice 48/2024 Supply of electricity disconnected on 23/04/2024 Area affected: Holy Oak, Forest Drive, Red Oak, Mountain Silver, Cork Oak, Shingle Close, Willow Close and February Str, Welgevonden, Stellenbosch. Notice 47/2024 Power supply interruption on 23/04/2024 Area affected: Simonshof, Vredenhof, Stellenhof, Rusthof, Krigeville flats, Noordsig and Tuinsig flats, Suidwal and Koch Str.		9/04/2024 18/04/2024 18/04/2024 18/04/2024	Approved Approved Approved Approved
Decision to construct and maintain roads, sidewalks and walkways	RSB1	Notice 43/2024 Sidewalk construction notice: Pool Str, Cloetesville Notice 44/2024 Sidewalk construction notice: Moffet and Hahn Str, Idasvalley Notice 45/2024 Sidewalk construction notice: Mispel, Simonsberg and Jamboes, Pniel		11/04/2024 11/04/2024 11/04/2024	Approved Approved Approved

DELEGATIONS EXERCISED FOR PERIOD 1 APRIL 2024 – 30 JUNE 2024

Delegation	Category	Report Subject and Recommendations	Date Received	Date Resolved	Resolution and Comments (if any)
To exercise all powers conferred upon the Municipality by applicable legislation relating to the supply of water and matters incidental thereto	WS1 Section 11, WSA	Water restrictions exemption: Borehole registrations: 0 – Application to drill 0 – Residential Applications 0 – Commercial Applications 0 – Public Buildings Applications 0 – Grey water Applications MUNICIPAL NOTICE: Notice 77/2024 Interruption in the water supply to Lang, Eike, Kloof and Sylvia Streets, Cloetesville. Water Management Device Notice		 14/06/2024 12/06/2024	 Approved Approved
To authorize a staff member, co to gain access to any property for the purpose of conducting inspection, tests or maintenance works	EL18 Section 10	MUNICIPAL NOTICE: Notice 65/2024 Planned power outage – Pniel, Johannesdal and Farms – 13/06/2024 (Rescheduled) Notice 71/2024 Supply of electricity disconnected: Paradyskloof Farms – 19/06/2024 Areas affected: - Vriesenhof, The Glades, Dillon Lewis, Kabouterbos and Oakdale. Notice 74/2024 Supply of electricity disconnected: Porter, Bird and Bell Str – 23/06/2024		 5/06/2024 10/06/2024 14/06/2024	 Approved Approved Approved

DELEGATIONS EXERCISED FOR PERIOD 1 APRIL 2024 – 30 JUNE 2024

Instruct owner or occupier to cut tree branches away from overhead lines	RSB4 Roads and Streets By-Law S9	Notice 72/2024 Tree felling a part of the winter readiness programme.		10/06/2024	Approved
Decision to construct and maintain roads, sidewalks and walkways	RSB1	Sidewalk construction municipal notice Reconstruction of Dirkie Uys and Akademie Bridges		14/06/2024	Approved
To permit co-generation of electricity	El12 Section 2(4)	SMALL-SCALE EMBEDDED GENERATION (SSEG) APPROVAL Connect a 8.8 kVA peak grid-tied Hybrid installation at Erf 13590, 3 Mont Blanc Str, Paradyskloof, Stellenbosch Connect a 8 kVA peak grid-tied hybrid installation at erf 8084, 22 Gradicep, Paradyskloof, Stellenbosch Connect a 5 kVA peak grid-tied Hybrid installation at Erf 5743, 15 Marina Close, Die Boord, Stellenbosch. Connect a 5 kVA peak grid-tied Hybrid installation at Erf 12045, 16 Red Oak Avenue, Stellenbosch. Connect a 66.6 kVA SSEG at Erf 12213, 8 – 10 Skool Str, Stellenbosch. Connect a 8 kVA peak grid-tied Hybrid installation at Erf 3787, 35 Unie Avenue, Stellenbosch. Connect a 8 kVA peak grid-tied Hybrid installation at Erf 14920, 6 Honeysuckle, Welgevonden, Stellenbosch. Connect a 150 kw peak installation at Erf 6291, 1 Patrys Road, Onder Papegaaiberg, Stellenbosch.		12/06/2024 3/06/2024 3/06/2024 3/06/2024 3/06/2024 3/06/2024 3/06/2024 03/06/2024 3/06/2024	Approved Approved Approved Approved Approved Approved Approved Approved

		Connect a 150 kw peak installation at Erf 6291, 1 Patrys Road, Onder Papegaaiberg, Stellenbosch. Connect a 5 kVA peak grid-tied Hybrid installation at Erf 5026, 4 Kolbe Str, Brandwacht, Stellenbosch Connect a 9.8 kVA peak grid-tied Hybrid installation at Erf 1758. 8 Rowan Str, Stellenbosch. Connect a 5 kw peak grid-tied Hybrid installation at Erf 4748, 18 Water Weg, Stellenbosch.		3/06/2024 3/06/2024 3/06/2024	Approved Approved Approved
To monitor industrial effluent discharges and industrial effluent quality for compliance and the minimisation of water pollution arising from commercial and industrial activity	566	Industrial Effluent permit Permit no IEA: Welgevallen Cellar, SU 16/8/1		10/06/2024	Approved

Delegation	Category	Report Subject and Recommendations	Date Received	Date Resolved	Resolution and Comments (if any)
To exercise all powers conferred upon the Municipality by applicable legislation relating to the supply of water and matters incidental thereto	WS1 Section 11, WSA	Water restrictions exemption: Borehole registrations: 0 – Application to drill 0 – Residential Applications 0 – Commercial Applications 0 – Public Buildings Applications 0 – Grey water Applications MUNICIPAL NOTICE:			

DELEGATIONS EXERCISED FOR PERIOD 1 APRIL 2024 – 30 JUNE 2024

		Notice 77/2024 Interruption in the water supply to Lang, Eike, Kloof and Sylvia Streets, Cloetesville. Water Management Device Notice		14/06/2024 12/06/2024	Approved Approved
To authorize a staff member, co to gain access to any property for the purpose of conducting inspection, tests or maintenance works	EL18 Section 10	MUNICIPAL NOTICE: Notice 65/2024 Planned power outage – Pniel, Johannesdal and Farms – 13/06/2024 (Rescheduled) Notice 71/2024 Supply of electricity disconnected: Paradyskloof Farms – 19/06/2024 Areas affected: - Vriesenhof, The Glades, Dillon Lewis, Kabouterbos and Oakdale. Notice 74/2024 Supply of electricity disconnected: Porter, Bird and Bell Str – 23/06/2024		 5/06/2024 10/06/2024 14/06/2024	 Approved Approved Approved
Instruct owner or occupier to cut tree branches away from overhead lines	RSB4 Roads and Streets By-Law S9	Notice 72/2024 Tree felling a part of the winter readiness programme.		 10/06/2024	 Approved
Decision to construct and maintain roads, sidewalks and walkways	RSB1	Sidewalk construction municipal notice Reconstruction of Dirkie Uys and Akademie Bridges		 14/06/2024	 Approved
To permit co-generation of electricity	El12 Section 2(4)	SMALL-SCALE EMBEDDED GENERATION (SSEG) APPROVAL Connect a 8.8 kVA peak grid-tied Hybrid installation at Erf 13590, 3 Mont Blanc Str, Paradyskloof, Stellenbosch		 12/06/2024 3/06/2024	 Approved Approved

		Connect a 8 kVA peak grid-tied hybrid installation at erf 8084, 22 Gradicep, Paradyskloof, Stellenbosch		3/06/2024	Approved
		Connect a 5 kVA peak grid-tied Hybrid installation at Erf 5743, 15 Marina Close, Die Boord, Stellenbosch.		3/06/2024	Approved
		Connect a 5 kVA peak grid-tied Hybrid installation at Erf 12045, 16 Red Oak Avenue, Stellenbosch.		3/06/2024	Approved
		Connect a 66.6 kVA SSEG at Erf 12213, 8 – 10 Skool Str, Stellenbosch.		3/06/2024	Approved
		Connect a 8 kVA peak grid-tied Hybrid installation at Erf 3787, 35 Unie Avenue, Stellenbosch.		3/06/2024	Approved
		Connect a 8 kVA peak grid-tied Hybrid installation at Erf 14920, 6 Honeysuckle, Welgevonden, Stellenbosch.		3/06/2024	Approved
		Connect a 150 kw peak installation at Erf 6291, 1 Patrys Road, Onder Papegaaiberg, Stellenbosch.		3/06/2024	Approved
		Connect a 150 kw peak installation at Erf 6291, 1 Patrys Road, Onder Papegaaiberg, Stellenbosch.		3/06/2024	Approved
		Connect a 5 kVA peak grid-tied Hybrid installation at Erf 5026, 4 Kolbe Str, Brandwacht, Stellenbosch		3/06/2024	Approved
		Connect a 9.8 kVA peak grid-tied Hybrid installation at Erf 1758. 8 Rowan Str, Stellenbosch.		3/06/2024	Approved
		Connect a 5 kw peak grid-tied Hybrid installation at Erf 4748, 18 Water Weg, Stellenbosch.			
To monitor industrial effluent discharges	566	Industrial Effluent permit			

and industrial effluent quality for compliance and the minimisation of water pollution arising from commercial and industrial activity		Permit no IEA: Welgevallen Cellar, SU 16/8/1		10/06/2024	Approved

DELEGATIONS EXERCISED FOR PERIOD 1 APRIL 2024 – 30 JUNE 2024

DIRECTORATE: PLANNING AND ECONOMIC DEVELOPMENT

Delegation	Category	Report Subject and Recommendations	Date Received	Date Resolved	Resolution and Comments (If any)
LUP99	Section 24 of the BLUPBL Performing functions in terms of the "LUPO" "SPLUMA" "LUPA" "SLUPB" and "Zoning Schemes	Application for amendment of approval for the zoning, Erven 290, 291, 571, & 292	2/04/2024	2/04/2024	Approved
MM84	Section 66, MFMA	Acting allowance authorization - BDM	2/04/2024	2/04/2024	Approved
HR2	Conditions of Service (SALGBC)	Bursary application - LUM	4/04/2024	4/04/2024	Approved
C50	Section 14(2) of the MFMA (Read with section 90, MFMA)	2 x Deeds of sale	4/04/2024	4/04/2024	Supported
LEG9	General	4 x Power of attorney	4/04/2024	4/04/2024	Supported
HR2	Conditions of Service (SALGBC)	Confirmation of appointment certificate: BDM	4/04/2024	4/04/2024	Signed
HR2	Conditions of Service (SALGBC)	Confirmation of appointment certificate: LUM	4/04/2024	4/04/2024	Signed
HR2	Conditions of Service (SALGBC)	Confirmation of appointment certificate: Informal Settlements	4/04/2024	4/04/2024	Signed
MM82	Section 62(1)(f)(iv), MFMA	Tax Invoice: Direct payment – Strategic Business Services	4/04/2024	4/04/2024	Approved

DELEGATIONS EXERCISED FOR PERIOD 1 APRIL 2024 – 30 JUNE 2024

Item 7.3.3 Council Meeting 2019-09-25	Items/ reports to consider the Administrator's consent as a condition in the title deed of the property.	Progress report: Street numbering of Longlands housing project on Farm 393/11	8/04/2024	8/04/2024	Supported
Item 7.3.3 Council Meeting 2019-09-25	Items/ reports to consider the Administrator's consent as a condition in the title deed of the property.	La Motte feasibility for potential Integrated housing project	8/04/2024	8/04/2024	Supported
MM82	Section 62(1)(f)(iv), MFMA	ETG Printer Invoices – March 2024	8/04/2024	8/04/2024	Approved
MM64	Section 62(1)(f)(iv), MFMA	BSM 07/23 – Request for proposal (RFP) to deliver agents that can access SHRA capital grants (SHIs &ODAs), to submit a concept proposal, to develop social housing on Farm 81/2 & Farm 81/9 Stellenbosch	8/04/2024	8/04/2024	Signed
MM9	Section 55(1)(e), Systems Act	Appointment of a graduate intern (12 months) – Housing Development	8/04/2024	8/04/2024	Signed
VPR2	Paragraph 6f	Virement – Operating: BDM	9/04/2024	9/04/2024	Approved
HR2	Conditions of Service (SALGBC)	EPWP: Resignation letter – Housing Admin	9/04/2024	9/04/2024	Approved
	Regulations on Cost containment	Remuneration of the Stellenbosch Municipality Conversation Advisory Committee – Spatial Planning	9/04/2024	9/04/2024	Approved
CM3	Authority to communicate the acceptance of tenders, quotations, or offers for the procurement of goods/services i.t.o council's supply chain policy, valued up to R200 000 (VAT inclusive)	FQ: Non-motorised transport plan & cycle plan – Adam Tas Corridor, Precinct 10 (Northern Extension) Stellenbosch	9/04/2024	9/04/2024	Approved

DELEGATIONS EXERCISED FOR PERIOD 1 APRIL 2024 – 30 JUNE 2024

MM82	Section 62(1)(f)(iv), MFMA	Rectification of payment – Dreyer Cleaning Services & Utility	9/04/2024	9/04/2024	Supported
VPR2	Paragraph 6f	Virement – Operating: Housing Admin	9/04/2024	9/04/2024	Approved
VPR2	Paragraph 6f	Virement – Operating: Housing Admin	9/04/2024	9/04/2024	Approved
AD3	General	Approval of advertisement: Snr Admin Officer (MPT & AA)	10/04/2024	10/04/2024	Approved
MM9	Section 55(1)(e), Systems Act	Appointment of temporary Admin Support – LUM	10/04/2024	10/04/2024	Supported
Item 7.3.3 Council Meeting 2019-09-25	Items/ reports to consider the Administrator's consent as a condition in the title deed of the property.	Eviction report: Case 589/2023	10/04/2024	10/04/2024	Supported
SC13	17(C)	Deviation: Emergency procurement of materials to repair the roof at 74 Botmanskop Stellenbosch	10/04/2024	10/04/2024	Approved
C50	Section 14(2) of the MFMA (Read with section 90, MFMA)	7 x Deeds of sale	10/04/2024	10/04/2024	Supported
CM3	Authority to communicate the acceptance of tenders, quotations, or offers for the procurement of goods/services i.t.o council's supply chain policy, valued up to R200 000 (VAT inclusive)	FQ: Specifications for insurance claims	11/04/2024	11/04/2024	Approved
MM82	Section 62(1)(f)(iv), MFMA	Tax invoice: MTF Consultants (PTY) Ltd	15/04/2024	15/04/2024	Approved

DELEGATIONS EXERCISED FOR PERIOD 1 APRIL 2024 – 30 JUNE 2024

HR2	Conditions of Service (SALGBC)	EPWP: Letter of appointments	15/04/2024	15/04/2024	Approved
LUP99	Section 24 of the BLUPBL Performing functions in terms of the "LUPO" "SPLUMA" "LUPA" "SLUPB" and "Zoning Schemes	Application for a Subdivision, Erf 6001 Stellenbosch	16/04/2024	16/04/2024	Supported
VPR2	Paragraph 6f	Virement: Operating – Development Management	16/04/2024	16/04/2024	Approved
MM82	Section 62(1)(f)(iv), MFMA	Payment of grant funds to Tourism Bodies (LTOs) Franschhoek Wine Valley	19/04/2024	19/04/2024	Approved
MM82	Section 62(1)(f)(iv), MFMA	Tax invoice: Dreyer Cleaning Utility Services	19/04/2024	19/04/2024	Approved
CM3	Authority to communicate the acceptance of tenders, quotations, or offers for the procurement of goods/services i.t.o council's supply chain policy, valued up to R200 000 (VAT inclusive)	FQ: maintenance & support & online portal of the jobseeker's database - VOIS	19/04/2024	19/04/2024	Approved
MM82	Section 62(1)(f)(iv), MFMA	Tax invoice: SACPLAN - Heritage Resource Management	19/04/2024	19/04/2024	Approved
MM82	Section 62(1)(f)(iv), MFMA	Tax invoice: Lesedi Reticulation (Pty) LTD	22/04/2024	22/04/2024	Approved
MM82	Section 62(1)(f)(iv), MFMA	Tax invoice: South Ocean Electric Wire (Pty) LTD	22/04/2024	22/04/2024	Approved
CM3	Authority to communicate the acceptance of tenders, quotations, or offers for the	FQ: Installation of CCTV cameras in Kayamandi	22/04/2024	22/04/2024	Approved

DELEGATIONS EXERCISED FOR PERIOD 1 APRIL 2024 – 30 JUNE 2024

	procurement of goods/services i.t.o council's supply chain policy, valued up to R200 000 (VAT inclusive)				
C50	Section 14(2) of the MFMA (Read with section 90, MFMA)	12x Deeds of sale	22/04/2024	22/04/2024	Supported
HR2	Conditions of Service (SALGBC)	EPWP: Termination letter	22/04/2024	22/04/2024	Approved
HR2	Conditions of Service (SALGBC)	EPWP: Extension of existing contract	22/04/2024	22/04/2024	Approved
HR2	Conditions of Service (SALGBC)	Shortlist: Snr Building Inspector	23/04/2024	23/04/2024	Approved
MM82	Section 62(1)(f)(iv), MFMA	Tax invoice: Vida Aqua (Pty) Ltd	23/04/2024	23/04/2024	Approved
MM82	Section 62(1)(f)(iv), MFMA	Tax invoice: Algoa Type (Pty) LTD	23/04/2024	23/04/2024	Approved
VPR2	Paragraph 6f	Virement: Operating – Development Planning	23/04/2024	23/04/2024	Approved
MM82	Section 62(1)(f)(iv), MFMA	Tax invoice: Media 24 – the cancellation of a tender BSM 10/24	23/04/2024	23/04/2024	Approved
MM82	Section 62(1)(f)(iv), MFMA	Tax invoice: Zonart Labour Distribution (Pty) LTD	23/04/2024	23/04/2024	Approved
HR2	Conditions of Service (SALGBC)	EPWP: Extension of existing contract	24/04/2024	24/04/2024	Approved

DELEGATIONS EXERCISED FOR PERIOD 1 APRIL 2024 – 30 JUNE 2024

LEG16		Approval of lease agreement for Kayamandi Business & Tourism Corridor – JT Maritz Electrical CC	24/04/2024	24/04/2024	Approved
MM82	Section 62(1)(f)(iv), MFMA	Tax invoice: Galeb trading & projects	25/04/2024	25/04/2024	Approved
MM82	Section 62(1)(f)(iv), MFMA	Tax invoice: Bidvest Waltons bulk store WC	25/04/2024	25/04/2024	Approved
MM82	Section 62(1)(f)(iv), MFMA	Tax invoice: Powercomm Solutions	25/04/2024	25/04/2024	Approved
MM82	Section 62(1)(f)(iv), MFMA	Tax invoice: WC Government	25/04/2024	25/04/2024	Approved
MM82	Section 62(1)(f)(iv), MFMA	Tax invoice: Introstat	26/04/2024	26/04/2024	Approved
MM82	Section 62(1)(f)(iv), MFMA	Tax invoice: MTF Consultants	26/04/2024	26/04/2024	Approved
MM84	Section 66, MFMA	Memo: Standby payment - Housing Admin	26/04/2024	26/04/2024	Approved
HR2	Conditions of Service (SALGBC)	EPWP: Resignation letter	26/04/2024	26/04/2024	Approved
HR2	Conditions of Service (SALGBC)	Shortlist: Programme Manager – Housing Development	29/04/2024	29/04/2024	Approved
LEG16		Inclusionary Housing: Redwood Estate	29/04/2024	29/04/2024	Supported
HR2	Conditions of Service (SALGBC)	EPWP: Extension of existing contract	29/04/2024	29/04/2024	Approved

DELEGATIONS EXERCISED FOR PERIOD 1 APRIL 2024 – 30 JUNE 2024

HR2	Conditions of Service (SALGBC)	EPWP: Termination of contract	29/04/2024	29/04/2024	Approved
MM82	Section 62(1)(f)(iv), MFMA	Tax invoice: Power Comm Solutions	29/04/2024	29/04/2024	Approved
MM84	Section 66, MFMA	Overtime preapproval: Housing Admin	29/04/2024	29/04/2024	Supported
LUP99	Section 24 of the BLUPBL Performing functions in terms of the “LUPO” “SPLUMA” “LUPA” “SLUPB” and “Zoning Schemes	Land Use compliance, Farm 528/6	29/04/2024	29/04/2024	Approved
BC9	Section 10(1) NBRBSA	Addressing illegal use (car wash) by Clean by Dean, Erf 751 10 Torrey Street, Jamestown	29/04/2024	29/04/2024	Approved
BC9	Section 10(1) NBRBSA	Addressing illegal use (flats) illegal building, Erf 1476	29/04/2024	29/04/2024	Approved
BC9	Section 10(1) NBRBSA	Addressing illegal use (flats) illegal building, Erf 1476	29/04/2024	29/04/2024	Approved
BC9	Section 10(1) NBRBSA	Addressing illegal use (IT business & staff accommodation, Erf 619, 660,689,609 Franschhoek	29/04/2024	29/04/2024	Approved
HR2	Conditions of Service (SALGBC)	EPWP: Extension of existing contracts	30/04/2024	30/04/2024	Approved

Delegation	**Category**	**Report Subject and Recommendations**	**Date Received**	**Date Resolved**	**Resolution and Comments (If any)**
CM3	Authority to communicate the acceptance of tenders, quotations, or offers for the	FQ: Exterior painting of storeroom on Farm 502 BH 1 & 2	02/05/2024	02/05/2024	Approved

	procurement of goods/services i.t.o council's supply chain policy, valued up to R200 000 (VAT inclusive)				
MM82	Section 62(1)(f)(iv), MFMA	Tax Invoice: SACPLAN reimbursement – Heritage Resource Management	02/05/2024	02/05/2024	Approved
MM84	Section 66, MFMA	Overtime preapproval: Informal Settlements	02/05/2024	02/05/2024	Supported
VPR2	Paragraph 6f	Creation of Ukey: Northern Extension Feasibility OV code – 3000225	02/05/2024	02/05/2024	Approved
VPR2	Paragraph 6f	Creation of Ukey: Erf 7001 Cloetesville (380) Flisp OV code – 3000225	02/05/2024	02/05/2024	Approved
MM84	Section 66, MFMA	Pre-approval overtime & Standby: Informal Settlements	02/05/2024	02/05/2024	Approved
LUP99	Section 24 of the BLUPBL Performing functions in terms of the "LUPO" "SPLUMA" "LUPA" "SLUPB" and "Zoning Schemes	Land Use compliance, Erf 8283 16 Cherin Blanc Street, Stellenbosch	02/05/2024	02/05/2024	Approved
LUP99	Section 24 of the BLUPBL Performing functions in terms of the "LUPO" "SPLUMA" "LUPA" "SLUPB" and "Zoning Schemes	Application for rezoning, Erf 2529 Stellenbosch	02/05/2024	02/05/2024	Approved
LUP99	Section 24 of the BLUPBL Performing functions in terms of the "LUPO" "SPLUMA" "LUPA" "SLUPB" and "Zoning Schemes	Application for rezoning and consolidation, Erf 2540 & 2539 for public area purposes	02/05/2024	02/05/2024	Approved

DELEGATIONS EXERCISED FOR PERIOD 1 APRIL 2024 – 30 JUNE 2024

HR2	Conditions of Service (SALGBC)	Addendum to fixed term contract: T-level previous Addendum & Original fixed term contract – Housing Admin	06/05/2024	06/05/2024	Supported
C50	Section 14(2) of the MFMA (Read with section 90, MFMA)	1 x Deed of transfer	06/05/2024	06/05/2024	Supported
LEG9	General	4 x Power of attorney	06/05/2024	06/05/2024	Supported
LEG9	General	1 x Power of attorney	06/05/2024	06/05/2024	Supported
HR2	Conditions of Service (SALGBC)	Organogram review of PED: Office of the Director	06/05/2024	06/05/2024	Approved
HR2	Conditions of Service (SALGBC)	Organogram review of PED: LUM & BDM	06/05/2024	06/05/2024	Signed
	ICT	ICT forms – Planning Boardroom 2	07/05/2024	07/05/2024	Signed
LUP99	Section 24 of the BLUPBL Performing functions in terms of the “LUPO” “SPLUMA” “LUPA” “SLUPB” and “Zoning Schemes	Land Use compliance, Erf 11046 5 Packham Street, Lindida Stellenbosch	07/05/2024	07/05/2024	Approved
MM84	Section 66, MFMA	Travel allowance: CTICC - Development Planning	07/05/2024	07/05/2024	Approved
CM3	Authority to communicate the acceptance of tenders, quotations, or offers for the procurement of goods/services i.t.o council’s supply chain policy, valued up to R200 000 (VAT inclusive)	FQ: Provision of ICT Services at Kayamandi Bridge taxi facility	10/05/2024	10/05/2024	Approved

DELEGATIONS EXERCISED FOR PERIOD 1 APRIL 2024 – 30 JUNE 2024

Item 7.3.3 Council Meeting 2019-09-25	Items/ reports to consider the Administrator's consent as a condition in the title deed of the property.	Item: extension of appointment of the members to serve on the Stellenbosch Municipality Conservation Advisory Committee	10/05/2024	10/05/2024	Approved
VPR2	Paragraph 6f	Virement: Economic Development & Tourism	10/05/2024	10/05/2024	Approved
LUP99	Section 24 of the BLUPBL Performing functions in terms of the "LUPO" "SPLUMA" "LUPA" "SLUPB" and "Zoning Schemes	Illegal land use (renewable energy installation) Farm 1359 SB & Farm 147/5 SB now known as Farm 1621 Stellenbosch Municipality	10/05/2024	10/05/2024	Supported
LUP99	Section 24 of the BLUPBL Performing functions in terms of the "LUPO" "SPLUMA" "LUPA" "SLUPB" and "Zoning Schemes	Application for a temporary departure, Erf 787 Stellenbosch (LU/14169)	10/05/2024	10/05/2024	Supported
LUP99	Section 24 of the BLUPBL Performing functions in terms of the "LUPO" "SPLUMA" "LUPA" "SLUPB" and "Zoning Schemes	Application for a temporary departure, Erf 392 Jamestown (LU/16013)	10/05/2024	10/05/2024	Supported
MM82	Section 62(1)(f)(iv), MFMA	Tax invoice: Direct payment request: Windeed	13/05/2024	13/05/2024	Approved
MM82	Section 62(1)(f)(iv), MFMA	Tax invoice: Urban Dynamics	13/05/2024	13/05/2024	Approved
MM82	Section 62(1)(f)(iv), MFMA	Tax invoice: Bidvest Waltons	13/05/2024	13/05/2024	Approved
HR2	Conditions of Service (SALGBC)	Confirmation of appointment of certificate – Housing Admin	13/05/2024	13/05/2024	Approved

DELEGATIONS EXERCISED FOR PERIOD 1 APRIL 2024 – 30 JUNE 2024

MM82	Section 62(1)(f)(iv), MFMA	Tax invoice: ETG printer invoices – April 2024	14/05/2024	14/05/2024	Approved
MM82	Section 62(1)(f)(iv), MFMA	Tax invoice: MTF Consultants	14/05/2024	14/05/2024	Approved
C50	Section 14(2) of the MFMA (Read with section 90, MFMA)	8 x Deeds of sale	14/05/2024	14/05/2024	Supported
MM82	Section 62(1)(f)(iv), MFMA	Tax invoice: ACTOM Electrical Products	16/05/2024	16/05/2024	Approved
MM82	Section 62(1)(f)(iv), MFMA	Tax invoice: Maritz Electrical	16/05/2024	16/05/2024	Approved
MM64	Section 62(1)(f)(iv), MFMA	BSM 68/24 – Rezoning of Farm 81/22 & Farm 81/9	16/05/2024	16/05/2024	Supported
LEG9	General	5 x Power of attorney	16/05/2024	16/05/2024	Supported
LEG9	General	11 x Power of attorney	17/05/2024	17/05/2024	Supported
C50	Section 14(2) of the MFMA (Read with section 90, MFMA)	8 x Deeds of transfer	17/05/2024	17/05/2024	Supported
VPR2	Paragraph 6f	Virement: Land Use Management	17/05/2024	17/05/2024	Approved
VPR2	Paragraph 6f	Virement: Building Development Management	17/05/2024	17/05/2024	Approved
MM82	Section 62(1)(f)(iv), MFMA	Tax invoice: Memotek Trading CC	17/05/2024	17/05/2024	Approved

DELEGATIONS EXERCISED FOR PERIOD 1 APRIL 2024 – 30 JUNE 2024

MM9	Section 55(1)(e), Systems Act	Approval of appointment: Snr Building Inspector	20/05/2024	20/05/2024	Signed
HR2	Conditions of Service (SALGBC)	EPWP: Letter of appointment – Admin Assistant	20/05/2024	20/05/2024	Approved
HR2	Conditions of Service (SALGBC)	EPWP: Letter of appointment – General worker	20/05/2024	20/05/2024	Approved
MM9	Section 55(1)(e), Systems Act	Approval of appointment: Supt. Housing Stock	21/05/2024	21/05/2024	Signed
LUP99	Section 24 of the BLUPBL Performing functions in terms of the “LUPO” “SPLUMA” “LUPA” “SLUPB” and “Zoning Schemes	Application for temporary departure, Erf 3023 Kayamandi (LU/13808)	21/05/2024	21/05/2024	Supported
HR2	Conditions of Service (SALGBC)	EPWP: Termination of contracts	27/05/2024	27/05/2024	Signed
Regulations on Cost containment	The establishment of the Stellenbosch Municipal Tribunal (MPT) is a requirement in terms of Section 70(1) of the Stellenbosch Municipal Land Use Planning By-Law. The MPT was appointed in alignment with the said Legislation	Remuneration of MPT of MPT for the sitting dated 24 May 2024	28/05/2024	28/05/2024	Approved
MM10	Section 55(1)(f)-(h), Systems Act	Formal Investigation Report – Housing Admin	28/05/2024	28/05/2024	Signed
MM84	Section 66, MFMA	Overtime & standby pre-approval: Housing Admin	28/05/2024	28/05/2024	Approved

DELEGATIONS EXERCISED FOR PERIOD 1 APRIL 2024 – 30 JUNE 2024

MM84	Section 66, MFMA	Overtime pr-approval: Housing Admin	28/05/2024	28/05/2024	Approved
HR2	Conditions of Service (SALGBC)	EPWP: Extension of existing contract	28/05/2024	28/05/2024	Approved
HR2	Conditions of Service (SALGBC)	EPWP: Termination of contract	28/05/2024	28/05/2024	Signed
MM84	Section 66, MFMA	Overtime & standby pre-approval: Housing Admin	28/05/2024	28/05/2024	Signed
MM82	Section 62(1)(f)(iv), MFMA	Tax invoice: Office tech	28/05/2024	28/05/2024	Approved
LUP99	Section 24 of the BLUPBL Performing functions in terms of the “LUPO” “SPLUMA” “LUPA” “SLUPB” and “Zoning Schemes	Application for a subdivision, Farm 1041/27 & Farm 1041/28 La Motte	28/05/2024	28/05/2024	Approved
C50	Section 14(2) of the MFMA (Read with section 90, MFMA)	2 x Deed of transfer	30/05/2024	30/05/2024	Supported
PRA2	Section 23, PRA	4 x Rates Clearance	30/05/2024	30/05/2024	Supported
C50	Section 14(2) of the MFMA (Read with section 90, MFMA)	7 x Deed of transfer	30/05/2024	30/05/2024	Supported
C50	Section 14(2) of the MFMA (Read with section 90, MFMA)	7 x Deed of Sale	31/05/2024	31/05/2024	Approved
Item 7.3.3 Council Meeting 2019-09-25	Item 7.3.3 Council Meeting 2019-09-25	Landowners consent form, Farm for portion 7 of Farm 527 Jamestown	31/05/2024	31/05/2024	Approved

DELEGATIONS EXERCISED FOR PERIOD 1 APRIL 2024 – 30 JUNE 2024

Delegation	Category	Report Subject and Recommendations	Date Received	Date Resolved	Resolution and Comments (If any)
MM82	Section 62(1)(f)(iv), MFMA	Tax invoice: Ingwe geomatic solutions	3/06/2024	3/06/2024	Approved
MM82	Section 62(1)(f)(iv), MFMA	Tax invoice: MTF Consultations (BSM 95/2023)	3/06/2024	3/06/2024	Approved
HR2	Conditions of Service (SALGBC)	Internal bursary	3/06/2024	3/06/2024	Approved
MM82	Section 62(1)(f)(iv), MFMA	Tax invoice: Maphoma Constructions & Projects	4/06/2024	4/06/2024	Approved
LUP99	Section 24 of the BLUPBL Performing functions in terms of the "LUPO" "SPLUMA" "LUPA" "SLUPB" and "Zoning Schemes	Illegal land use, Erf 11217	4/06/2024	4/06/2024	Approved
LUP99	Section 24 of the BLUPBL Performing functions in terms of the "LUPO" "SPLUMA" "LUPA" "SLUPB" and "Zoning Schemes	Land use compliance, Erf 3270 Idas Valley	4/06/2024	4/06/2024	Approved
LUP99	Section 24 of the BLUPBL	Land use compliance, Erf 2455 & 2456 Stellenbosch	4/06/2024	4/06/2024	Approved

DELEGATIONS EXERCISED FOR PERIOD 1 APRIL 2024 – 30 JUNE 2024

	Performing functions in terms of the "LUPO" "SPLUMA" "LUPA" "SLUPB" and "Zoning Schemes				
LUP99	Section 24 of the BLUPBL Performing functions in terms of the "LUPO" "SPLUMA" "LUPA" "SLUPB" and "Zoning Schemes	Land use compliance, Erf 13489 Techno Park	5/06/2024	5/06/2024	Approved
MM109	Section 79(1)(b), MFMA	Monthly PED Delegations – May 2024	5/06/2024	5/06/2024	Approved
	Regulations on Cost containment	Remuneration of Stellenbosch Municipality Conservation Advisory Committee	5/06/2024	5/06/2024	Approved
AD3	General	Approval of advertisement: Land Use Inspector	3/06/2024	3/06/2024	Supported
MM84	Section 66, MFMA	Overtime: time off – Housing Admin	3/06/2024	3/06/2024	Approved
C50	Section 14(2) of the MFMA (Read with section 90, MFMA)	2 x Deed of sale	3/06/2024	3/06/2024	Approved
MM64	Section 62(1)(f)(iv), MFMA	D/SM 13/24 - Deviation	7/06/2024	7/06/2024	Signed
MM82	Section 62(1)(f)(iv), MFMA	ETG printer invoices – May 2024	10/06/2024	10/06/2024	Approved

LUP99	Section 24 of the BLUPBL Performing functions in terms of the "LUPO" "SPLUMA" "LUPA" "SLUPB" and "Zoning Schemes	Application for amendment, Farm Hazendal 222 Stellenbosch	10/06/2024	10/06/2024	Supported
LUP99	Section 24 of the BLUPBL Performing functions in terms of the "LUPO" "SPLUMA" "LUPA" "SLUPB" and "Zoning Schemes	Application for consent use, Farm 537 Stellenbosch	10/06/2024	10/06/2024	Supported
MM64	Section 62(1)(f)(iv), MFMA	SLA: appoint a service provider for rezoning Farm 81/2, Farm 81/9 Stellenbosch subdivisional area to develop social housing	10/06/2024	10/06/2024	Supported
MM9	Section 55(1)(e), Systems Act	Approval of appointment of selection panel	10/06/2024	10/06/2024	Approved
MM64	Section 62(1)(f)(iv), MFMA	Memo: request proposal: issuing of orders ETG for May 2024	11/06/2024	11/06/2024	Approval
LUP99	Section 24 of the BLUPBL Performing functions in terms of the "LUPO" "SPLUMA" "LUPA" "SLUPB" and "Zoning Schemes	Land use compliance, Farm 20/6 Koelenhof	11/06/2024	11/06/2024	Approval

DELEGATIONS EXERCISED FOR PERIOD 1 APRIL 2024 – 30 JUNE 2024

MM82	Section 62(1)(f)(iv), MFMA	Tax invoice: HSH Global	11/06/2024	11/06/2024	Approval
HR2	Conditions of Service (SALGBC)	Shortlist: Principal Admin Officer	18/06/2024	18/06/2024	Supported
MM82	Section 62(1)(f)(iv), MFMA	Tax: MTF Consultants (Pty) Ltd	18/06/2024	18/06/2024	Approved
MM64	Section 62(1)(f)(iv), MFMA	BSM 50/23 rectification of 146 Municipal Flats, Kayamandi	18/06/2024	18/06/2024	Approved
VPR2	Paragraph 6f	Virement – Office of the Director PED	19/06/2024	19/06/2024	Approved
LUP99	Section 24 of the BLUPBL Performing functions in terms of the “LUPO” “SPLUMA” “LUPA” “SLUPB” and “Zoning Schemes	Land Use compliance, Erf 4202 Stellenbosch	19/06/2024	19/06/2024	Approved
LUP99	Section 24 of the BLUPBL Performing functions in terms of the “LUPO” “SPLUMA” “LUPA” “SLUPB” and “Zoning Schemes	Land Use compliance, Erf 288 Kylemore	19/06/2024	19/06/2024	Approved
LUP99	Section 24 of the BLUPBL Performing functions in terms of the	Land Use compliance, Erf 954 Franschhoek	19/06/2024	19/06/2024	Approved

	"LUPO" "SPLUMA" "LUPA" "SLUPB" and "Zoning Schemes				
HR2	Conditions of Service (SALGBC)	EPWP: Termination letters	20/06/2024	20/06/2024	Approved
MM82	Section 62(1)(f)(iv), MFMA	Tax Invoice: Memotek Trading CC	21/06/2024	21/06/2024	Approved
HR2	Conditions of Service (SALGBC)	EPWP: Letters of appointment	21/06/2024	21/06/2024	Approved
MM84	Section 66, MFMA	Travel allowance: Sweden Visa Application – Cape Town Informal Settlements	21/06/2024	21/06/2024	Approved
MM9	Section 55(1)(e), Systems Act	Appointment of graduate Intern – Ryan Daniels – 12 months	21/06/2024	21/06/2024	Supported
C50	Section 14(2) of the MFMA (Read with section 90, MFMA)	1 x Deed of sale	24/06/2024	24/06/2024	Approved
LEG9	General	24 x Power of attorney	24/06/2024	24/06/2024	Supported
LUP99	Section 24 of the BLUPBL Performing functions in terms of the "LUPO" "SPLUMA" "LUPA" "SLUPB" and "Zoning Schemes	Application for consent use, departure, & permission, Farm 528/5 Stellenbosch	24/06/2024	24/06/2024	Supported
MM82	Section 62(1)(f)(iv), MFMA	Tax Invoice: MTF Consultants (Pty) Ltd	24/06/2024	24/06/2024	Approved

DELEGATIONS EXERCISED FOR PERIOD 1 APRIL 2024 – 30 JUNE 2024

MM82	Section 62(1)(f)(iv), MFMA	Tax Invoice: Galeb Trading & Projects	25/06/2024	25/06/2024	Approved
MM82	Section 62(1)(f)(iv), MFMA	Tax Invoice: Innovo Networks (Pty) Ltd	25/06/2024	25/06/2024	Approved
MM82	Section 62(1)(f)(iv), MFMA	Tax Invoice: Algoatype (Pty) Ltd	25/06/2024	25/06/2024	Approved
MM82	Section 62(1)(f)(iv), MFMA	Tax Invoice: Algoatype (Pty) Ltd	25/06/2024	25/06/2024	Approved
MM82	Section 62(1)(f)(iv), MFMA	Tax Invoice: Sacplan - LUM	25/06/2024	25/06/2024	Approved
HR2	Conditions of Service (SALGBC)	EPWP: Letter of appointment – Artisan Assistant	25/06/2024	25/06/2024	Approved
AD3	General	Approval of advertisement (Assistant Superintendent – Housing Admin)	25/06/2024	25/06/2024	Approved
HR2	Conditions of Service (SALGBC)	Confirmation of appointment certificates	26/06/2024	26/06/2024	Approved
MM82	Section 62(1)(f)(iv), MFMA	Tax Invoice: SACPLAN - LUM	26/06/2024	26/06/2024	Approved
	SOP	SOP to be developed/reviewed – Housing Development	26/06/2024	26/06/2024	Approved
HR2	Conditions of Service (SALGBC)	EPWP: Letter of appointment – Artisan Assistant	26/06/2024	26/06/2024	Approved
Item 7.3.3 Council Meeting 2019-09-25	Items/ reports to consider the Administrator's consent as a	Outstanding Council Resolutions as of June 2024 - PED	26/06/2024	26/06/2024	Signed

	condition in the title deed of the property.				
MM84	Section 66, MFMA	Overtime pre-approval & standby – Housing Admin	27/06/2024	27/06/2024	Approved
C90.1	Section 84(2)(b)(iii), MFMA	Feedback on 2nd review of 5th generation IDP 2022-27 (IDP & Budget input)	27/06/2024	27/06/2024	Approved
	SOP	SOP – LUM application workflow	27/06/2024	27/06/2024	Approved
	SOP	SOP – to illustrate the building plan application form submission process to the final decision	27/06/2024	27/06/2024	Approved
MM64	Section 62(1)(f)(iv), MFMA	BSM 50/23 Technical proposal – to appoint a Civil Engineer to upgrade stormwater drainage & sewer line connections – Lavanda, Aurora & Phyllaria Municipal flats	27/06/2024	27/06/2024	Approved
MM82	Section 62(1)(f)(iv), MFMA	Tax invoice: MTF consultants	27/06/2024	27/06/2024	Approved
MM82	Section 62(1)(f)(iv), MFMA	Tax invoice: Waltons	28/06/2024	28/06/2024	Approved
	Regulations on Cost containment	Remuneration of the Stellenbosch Municipality Conversation Advisory Committee 24 June 2024 – Spatial planning	28/06/2024	28/06/2024	Approved

DELEGATIONS EXERCISED FOR PERIOD 1 APRIL 2024 – 30 JUNE 2024

DIRECTORATE: CORPORATE SERVICES

Delegation	Category	Report Subject and Recommendations	Date Received	Date Resolved	Resolution and Comments (if any)
MM82	Section 62(1)(f)(iv), MFMA	Invoice: Brand Universe (design and printing of certificate) for an amount of R2416	2/04/2024	2/04/2024	Approved
MM82	Section 62(1)(f)(iv), MFMA	Invoice: Telkom for an amount of R723.55	3/04/2024	3/04/2024	Approved
MM82	Section 62(1)(f)(iv), MFMA	Invoice: Telkom for an amount of R1638.30	3/04/2024	3/04/2024	Approved
MM82	Section 62(1)(f)(iv), MFMA	Invoice: Telkom for an amount of R723.60	3/04/2024	3/04/2024	Approved
MM82	Section 62(1)(f)(iv), MFMA	Invoice: Telkom for an amount of R1447.20	3/04/2024	3/04/2024	Approved
MM82	Section 62(1)(f)(iv), MFMA	Invoice: Telkom for an amount of R723.60	3/04/2024	3/04/2024	Approved
MM82	Section 62(1)(f)(iv), MFMA	Invoice: Telkom for ana mount of R723.60	3/04/2024	3/04/2024	Approved
MM82	Section 62(1)(f)(iv), MFMA	Invoice: Datacentrix for an amount of R632 855.75	3/04/2024	3/04/2024	Approved
MM82	Section 62(1)(f)(iv), MFMA	Invoice: first technology for an amount of R55 200	3/04/2024	3/04/2024	Approved
MM82	Section 62(1)(f)(iv), MFMA	Invoice: Izwi for an amount of R49 152.92	3/04/2024	3/04/2024	Approved
MM82	Section 62(1)(f)(iv), MFMA	Invoice: Izwi for an amount of R2227 125	3/04/2024	3/04/2024	Approved
HR2	Conditions of Service (SALGBC)	Addendums to fixed term contracts for H Bronner, E Bronner, E George, E Booysen, Y Buthelezi, R Anthony and M Jacobs	3/04/2024	3/04/2024	Approved
MM82	Section 62(1)(f)(iv), MFMA	Invoice: Klaasen Cleaning for an amount of R1560 (BSM 91/23)	3/04/2024	3/04/2024	Approved
MM82	Section 62(1)(f)(iv), MFMA	Invoice: Vermer Blinds & shutters for an amount of R3276	3/04/2024	3/04/2024	Approved
MM82	Section 62(1)(f)(iv), MFMA	Invoice: Vermer blinds & shutters for an amount of R3197	3/04/2024	3/04/2024	Approved

HR2	Conditions of Service (SALGBC)	Fixed term contract for M Charles	3/04/2024	3/04/2024	Approved
HR2	Conditions of Service (SALGBC)	Addendum to fixed term contract for M Jacobs	3/04/2024	3/04/2024	Approved
MM82	Section 62(1)(f)(iv), MFMA	Direct payment for Vlottenburg Primary School	5/04/2024	5/04/2024	Approved
MM82	Section 62(1)(f)(iv), MFMA	Direct payment for Idas Valley Primary School	5/04/2024	5/04/2024	Approved
MM82	Section 62(1)(f)(iv), MFMA	Invoice: King Wawi Construction for an amount of R26000	5/04/2024	5/04/2024	Approved
MM82	Section 62(1)(f)(iv), MFMA	Invoice: Effective Human Intervention for an amount of R100 671	5/04/2024	5/04/2024	Approved
MM82	Section 62(1)(f)(iv), MFMA	Invoice: Bidvest Services for an amount of R917.70	5/04/2024	5/04/2024	Approved
MM82	Section 62(1)(f)(iv), MFMA	Invoice: Nkutwala Construction for an amount of R82800	5/04/2024	5/04/2024	Approved
MM82	Section 62(1)(f)(iv), MFMA	Invoice: Bidvest Services for an amount of R6760.60	5/04/2024	5/04/2024	Approved
MM82	Section 62(1)(f)(iv), MFMA	Invoice: Bidvest Services for an amount of R917.70	5/04/2024	5/04/2024	Approved
MM82	Section 62(1)(f)(iv), MFMA	Invoice: Utshalomali Cleaning and Hygiene solutions for an amount of R77426.54	5/04/2024	5/04/2024	Approved
MM82	Section 62(1)(f)(iv), MFMA	Invoice: Bidvest Solutions for an amount of R6260.60	5/04/2024	5/04/2024	Approved
MM82	Section 62(1)(f)(iv), MFMA	Invoice: Datacentrix for an amount of R632 855.75	5/04/2024	5/04/2024	Approved
MM82	Section 62(1)(f)(iv), MFMA	Invoice: Media 24 for an amount of R9066.60	5/04/2024	5/04/2024	Approved
MM82	Section 62(1)(f)(iv), MFMA	Invoice: KFC Engineering (cage nut screw)	5/04/2024	5/04/2024	Approved
MM82	Section 62(1)(f)(iv), MFMA	Invoice: SOLVEM for an amount of R2805 215.97	5/04/2024	5/04/2024	Approved
MM82	Section 62(1)(f)(iv), MFMA	Invoice: Telkom for an amount of R723.60	5/04/2024	5/04/2024	Approved
MM82	Section 62(1)(f)(iv), MFMA	Invoice: Telkom for an amount of R3718.10	5/04/2024	5/04/2024	Approved
MM84	Section 66, MFMA	Standby for ICT technicians	5/04/2024	5/04/2024	Approved

MM82	Section 62(1)(f)(iv), MFMA	Invoice: Department of Labour for an amount of R3 650 791.54	5/04/2024	5/04/2024	Approved
HR2	Conditions of Service (SALGBC)	Timesheets and attendance for Council support staff	8/04/2024	8/04/2024	Approved
HR2	Conditions of Service (SALGBC)	Timesheets and attendance for Municipal Court Staff	8/04/2024	8/04/2024	Approved
MM82	Section 62(1)(f)(iv), MFMA	Invoice: Effective Human Intervention for R100 671 (3-day training)	8/04/2024	8/04/2024	Approved
HR2	Conditions of Service (SALGBC)	Internal memorandum for Internal Bursaries in the amount of R409 846.74	8/04/2024	8/04/2024	Approved
HR2	Conditions of Service (SALGBC)	Payment of acting allowance for L Bhokwana/salary deductions	8/04/2024	8/04/2024	Approved
HR2	Conditions of Service (SALGBC)	Medical claim for Ms K Robinson, Ms N Nkopane and Mr F Williams	9/04/2024	9/04/2024	Approved
HR2	Conditions of Service (SALGBC)	Timesheets for R Anthony and Y Buthelezi	9/04/2024	9/04/2024	Approved
HR2	Conditions of Service (SALGBC)	Timesheet and attendance for M Jacobs an Y van den Berg	11/04/2024	11/04/2024	Approved
MM82	Section 62(1)(f)(iv), MFMA	Invoice Xigombe/MIH JV for an amount of R71 738.71	11/04/2024	11/04/2024	Approved
MM82	Section 62(1)(f)(iv), MFMA	Invoice: Tonex Management Solutions for an amount of R190 800	11/04/2024	11/04/2024	Approved
MM82	Section 62(1)(f)(iv), MFMA	Invoice: He and She driver training for an amount of R16950	11/04/2024	11/04/2024	Approved
MM82	Section 62(1)(f)(iv), MFMA	Invoice: Tonex Management Solutions for an amount of R190 800	12/04/2024	12/04/2024	Approved
MM82	Section 62(1)(f)(iv), MFMA	Timesheets and attendance for E Maletzky	15/04/2024	15/04/2024	Approved
MM82	Section 62(1)(f)(iv), MFMA	Payment verification for BSM 66/23 Stellenbosch Townhall Complex in the amount of R658 700.75	15/04/2024	15/04/2024	Approved
MM82	Section 62(1)(f)(iv), MFMA	Invoice: Xigombe/ MIH JV (valuation 9) in the amount of R371 738.71	15/04/2024	15/04/2024	Approved
MM82	Section 62(1)(f)(iv), MFMA	Invoice: Evolution Technology Printers (Council Support offices) R22 001.40	15/04/2024	15/04/2024	Approved
MM82	Section 62(1)(f)(iv), MFMA	Invoice: Noktada (fibre roll-out) Beltana in the amount of R751 4100	16/04/2024	16/04/2024	Approved
MM82	Section 62(1)(f)(iv), MFMA	Invoice: Noktada (fibre roll-out) traffic services in the amount of R53 222. 20	16/04/2024	16/04/2024	Approved

MM82	Section 62(1)(f)(iv), MFMA	Invoice: Datacentrix in the amount of R668 437.23 (ICT equipment)	16/04/2024	16/04/2024	Approved
MM82	Section 62(1)(f)(iv), MFMA	Invoice: Ms Ireland (Microsoft) in the amount of R362 552.75	16/04/2024	16/04/2024	Approved
MM82	Section 62(1)(f)(iv), MFMA	Invoice: Vodacom in the amount of R1551.99 (Cellular numbers)	16/04/2024	16/04/2024	Approved
MM82	Section 62(1)(f)(iv), MFMA	Invoice: Potts Devco in the amount of R3950	16/04/2024	16/04/2024	Approved
HR2	Conditions of Service (SALGBC)	Timesheet and attendance for M Haffit	17/04/2024	17/04/2024	Approved
HR2	Conditions of Service (SALGBC)	Fixed term contract for W Gamzana	17/04/2024	17/04/2024	Approved
MM82	Section 62(1)(f)(iv), MFMA	Invoice: Eskom (Mountain Breeze) in the amount of R23 885.80	18/04/2024	18/04/2024	Approved
MM82	Section 62(1)(f)(iv), MFMA	Invoice: Sterling Holding in the amount of R72 200.04	18/04/2024	18/04/2024	Approved
MM82	Section 62(1)(f)(iv), MFMA	Invoice: Klaasen Cleaning in the amount of R10 000	18/04/2024	18/04/2024	Approved
MM82	Section 62(1)(f)(iv), MFMA	Invoice: Klaasen Cleaning in the amount of R14 000	18/04/2024	18/04/2024	Approved
MM82	Section 62(1)(f)(iv), MFMA	Invoice; Effective Human Intervention in the amount of R16 778.50 (training)	19/04/2024	19/04/2024	Approved
MM82	Section 62(1)(f)(iv), MFMA	Invoice: Effective Human Intervention in the amount of R100 671	19/04/2024	19/04/2024	Approved
MM82	Section 62(1)(f)(iv), MFMA	Invoice: My Kleine kombuis in the amount of R9200 (catering ward 6) elderly event	19/04/2024	19/04/2024	Approved
MM82	Section 62(1)(f)(iv), MFMA	Invoice: Brand Universe (municipal cycling) (logo for ward 8) in the amount of R99 592.53	19/04/2024	19/04/2024	Approved
MM82	Section 62(1)(f)(iv), MFMA	Invoice: Microsoft (billing charges) in the amount of R379 433.80	22/04/2024	22/04/2024	Approved
MM82	Section 62(1)(f)(iv), MFMA	Invoice: Steven Happie in the amount of R36 840 (BSM 116/21) learner driver licence for unemployed youth	22/04/2024	22/04/2024	Approved
MM82	Section 62(1)(f)(iv), MFMA	Invoice: NWA Auto Services in the amount of R2254	22/04/2024	22/04/2024	Approved
MM82	Section 62(1)(f)(iv), MFMA	Invoice: Jeremy Ian Ruthford (blinds) Franschhoek offices in the amount of R9940	22/04/2024	22/04/2024	Approved

MM82	Section 62(1)(f)(iv), MFMA	Invoice: Media 24(advertisement for vacancies) in the amount of R30 323.20	22/04/2024	22/04/2024	Approved
MM82	Section 62(1)(f)(iv), MFMA	Invoice: Galeb trading and projects in the amount of R2134	22/04/2024	22/04/2024	Approved
MM82	Section 62(1)(f)(iv), MFMA	Invoice: Effective Human Intervention in the amount of R83 892.50 (3-day training)	22/04/2024	22/04/2024	Approved
MM82	Section 62(1)(f)(iv), MFMA	Direct payment to Octofin (office hire charges) in the amount of R723 630.70	24/04/2024	24/04/2024	Approved
HR2	Conditions of Service (SALGBC)	Media 24 (advertisement) Botmaskop land swop in the amount of R6044.40	24/04/2024	24/04/2024	Approved
MM82	Section 62(1)(f)(iv), MFMA	Invoice: Sterling Holdings in the amount of R56 839.99 (install power supply cable)	24/04/2024	24/04/2024	Approved
MM82	Section 62(1)(f)(iv), MFMA	Invoice: Eskom in the amount of R18 822.56 (172 Merchant Street)	24/04/2024	24/04/2024	Approved
MM82	Section 62(1)(f)(iv), MFMA	Invoice: Nocawe Holdings (ward 19) in the amount of R11440	24/04/2024	24/04/2024	Approved
MM82	Section 62(1)(f)(iv), MFMA	Invoice: gospel chef (Cloetesville ward projects) in the amount of R15 124.50	24/04/2024	24/04/2024	Approved
MM82	Section 62(1)(f)(iv), MFMA	Customer clearance request (WesBank) in the amount of R11 256.07	24/04/2024	24/04/2024	Approved
MM82	Section 62(1)(f)(iv), MFMA	Invoice: Potts Devco in the amount of R27 973.75	24/04/2024	24/04/2024	Approved
MM82	Section 62(1)(f)(iv), MFMA	Invoice: Nkutwala construction in the amount of R960 807.78	24/04/2024	24/04/2024	Approved
MM82	Section 62(1)(f)(iv), MFMA	Invoice: Utshalomali cleanining and hygiene solutions in the amount of R77 426.54	24/04/2024	24/04/2024	Approved
MM82	Section 62(1)(f)(iv), MFMA	Invoice: Vodacom in the amount of R147 420.91	26/04/2024	26/04/2024	Approved
MM82	Section 62(1)(f)(iv), MFMA	Invoice: Media 24 (BSM 97/24) in the amount of R10 745.60	26/04/2024	26/04/2024	Approved
MM82	Section 62(1)(f)(iv), MFMA	SA fire and medical academy (2-day training) first aid in the amount of R7149.99	26/04/2024	26/04/2024	Approved
MM82	Section 62(1)(f)(iv), MFMA	Invoice: CHM Vuwani in the amount of R14 683.20	30/04/2024	30/04/2024	Approved
MM82	Section 62(1)(f)(iv), MFMA	Invoice: Izwi (network cable roll out) in the amount of R30087.45	30/04/2024	30/04/2024	Approved
MM84	Section 66, MFMA	Standby authorization for ICT technicians	30/04/2024	30/04/2024	Approved

DELEGATIONS EXERCISED FOR PERIOD 1 APRIL 2024 – 30 JUNE 2024

Delegation	Category	Report Subject and Recommendations	Date Received	Date Resolved	Resolution and Comments (if any)
MM82	Section 62(1)(f)(iv), MFMA	Invoice: Tonex management solutions in the amount of R198 000	3/05/2024	3/05/2024	Approved
HR2	Conditions of Service (SALGBC)	Travel claim for J Petersen in attendance of the Provincial skills development facilitator forum	3/05/2024	3/05/2024	Approved
HR2	Conditions of Service (SALGBC)	Contract for Mr Frederick	3/05/2024	3/05/2024	Approved
MM82	Section 62(1)(f)(iv), MFMA	Invoice: Steven Happie for an amount of R27 075 (learner and drivers licence training)	3/05/2024	3/05/2024	Approved
MM82	Section 62(1)(f)(iv), MFMA	Invoice: Steven Happie for an amount of R16 245 (learner and drivers licence training)	3/05/2024	3/05/2024	Approved
MM82	Section 62(1)(f)(iv), MFMA	Invoice: Steven Happie for an amount of R10 830 (learner and drivers licence training)	3/05/2024	3/05/2024	Approved
MM82	Section 62(1)(f)(iv), MFMA	Invoice: Steven Happie for an amount of R4605 (learner and drivers licence training)	3/05/2024	3/05/2024	Approved
MM82	Section 62(1)(f)(iv), MFMA	Invoice: Steven Happie for an amount of R13 815(learner and drivers licence training)	3/05/2024	3/05/2024	Approved
MM82	Section 62(1)(f)(iv), MFMA	Invoice: Steven Happie for an amount of R23025 (learner and drivers licence training)	3/05/2024	3/05/2024	Approved
MM82	Section 62(1)(f)(iv), MFMA	Invoice: Steven Happie for an amount of R46 050 (learner and drivers licence training)	3/05/2024	3/05/2024	Approved
MM82	Section 62(1)(f)(iv), MFMA	Invoice: Steven Happie for an amount of R79 974(learner and drivers licence training)	3/05/2024	3/05/2024	Approved
HR2	Conditions of Service (SALGBC)	Medical claim for Mrs S Valentine in the amount of R2950	6/05/2024	6/05/2024	Approved
MM82	Section 62(1)(f)(iv), MFMA	Invoice: Telkom in the amount of R266 311.75	6/05/2024	6/05/2024	Approved
MM82	Section 62(1)(f)(iv), MFMA	Invoice: Adjuvo Enterprise in the amount of R16 332.30	6/05/2024	6/05/2024	Approved
MM82	Section 62(1)(f)(iv), MFMA	Invoice: Stuttaford van Lines in the amount of R16252.50	7/05/2024	7/05/2024	Approved
MM82	Section 62(1)(f)(iv), MFMA	Invoice: CHM Vuwani Computers solutions in the amount of R577.30 (ink cartridge)	7/05/2024	7/05/2024	Approved
HR2	Conditions of Service (SALGBC)	Timesheeets and attendance for council Support	8/05/2024	8/05/2024	Approved

MM82	Section 62(1)(f)(iv), MFMA	Invoice: Office for you in the amount of R10 350 (ward 6) stationary	8/05/2024	8/05/2024	Approved
MM82	Section 62(1)(f)(iv), MFMA	Invoice: Office for you in the amount of R20 700 (ward 4) stationary	8/05/2024	8/05/2024	Approved
MM82	Section 62(1)(f)(iv), MFMA	Invoice: My Kleine kombuis (ward-16) in the amount of R18100	8/05/2024	8/05/2024	Approved
MM82	Section 62(1)(f)(iv), MFMA	Invoice: My Kleine kombuis (ward17) in the amount of R16 000	8/05/2024	8/05/2024	Approved
HR2	Conditions of Service (SALGBC)	Medical claim: Dr.Louw Physician in the amount of R1500	8/05/2024	8/05/2024	Approved
MM82	Section 62(1)(f)(iv), MFMA	Invoice: media 24 (advert: erf 46 Lanquedoc helios) in the amount of R6044.40	9/05/2024	9/05/2024	Approved
HR2	Conditions of Service (SALGBC)	Timesheet and attendance for Y van den Berg	9/05/2024	9/05/2024	Approved
MM82	Section 62(1)(f)(iv), MFMA	Invoice: Media 24 (BSM 95/24) Die Burger in the amount of R9066.60	10/05/2024	10/05/2024	Approved
MM82	Section 62(1)(f)(iv), MFMA	Invoice: Innovo Network in the amount of R667 326.91	10/05/2024	10/05/2024	Approved
MM82	Section 62(1)(f)(iv), MFMA	Invoice: Forefront Security (BSM 74/23) in the amount of R320 628.66	10/05/2024	10/05/2024	Approved
MM82	Section 62(1)(f)(iv), MFMA	Invoice: Izwi (annual sla PABX maintenance) in the amount of R25 893.40	10/05/2024	10/05/2024	Approved
MM82	Section 62(1)(f)(iv), MFMA	Invoice: Gijima (Internet leased line) in the amount of R31 293.41	10/05/2024	10/05/2024	Approved
MM82	Section 62(1)(f)(iv), MFMA	Invoice: First Technology (direct internet access) in the amount of R55 200	10/05/2024	10/05/2024	Approved
MM82	Section 62(1)(f)(iv), MFMA	Invoice: Izwi (Communication for network management) in the amount of R49 152.92	10/05/2024	10/05/2024	Approved
MM82	Section 62(1)(f)(iv), MFMA	Invoice: Izwi (Communication for network management) in the amount of R22 7125	10/05/2024	10/05/2024	Approved
MM82	Section 62(1)(f)(iv), MFMA	Invoice: Izwi (Communication for network management) in the amount of R30087.45	10/05/2024	10/05/2024	Approved
MM82	Section 62(1)(f)(iv), MFMA	Invoice: Izwi (Communication for network management) in the amount of R49 152.92	10/05/2024	10/05/2024	Approved
MM82	Section 62(1)(f)(iv), MFMA	Invoice: Izwi (Communication for network management) in the amount of R227 125	10/05/2024	10/05/2024	Approved
HR2	Conditions of Service (SALGBC)	Timesheets and attendance for R Anthony and Y Buthelezi	10/05/2024	10/05/2024	Approved

MM82	Section 62(1)(f)(iv), MFMA	Invoice: Nocane Holdings in the amount of R6860 (ward 21) event	10/05/2024	10/05/2024	Approved
HR2	Conditions of Service (SALGBC)	Timesheets and attendance for Municipal Court staff	10/05/2024	10/05/2024	Approved
MM82	Section 62(1)(f)(iv), MFMA	Invoice: Turner and Townsend in the amount of R47 840 (structural maintenance) Beltana depot	13/05/2024	13/05/2024	Approved
MM82	Section 62(1)(f)(iv), MFMA	Invoice: Innovo network in the amount of R902 433.66 (Hardware ICT)	13/05/2024	13/05/2024	Approved
MM82	Section 62(1)(f)(iv), MFMA	Invoice: Cinnamon Caterers in the amount of R10 600(ward 10) project	14/05/2024	14/05/2024	Approved
HR2	Conditions of Service (SALGBC)	Medical Claim S Valentine in the amount of R1500 (Dr.Louw)	14/05/2024	14/05/2024	Approved
MM82	Section 62(1)(f)(iv), MFMA	Invoice: Effective Human Intervention in the amount of R64 114	14/05/2024	14/05/2024	Approved
MM82	Section 62(1)(f)(iv), MFMA	Invoice: He and she driver training centre in the amount of R94 671.46	14/05/2024	14/05/2024	Approved
HR2	Conditions of Service (SALGBC)	Addendum to fixed term contract for N Makubalo	14/05/2024	14/05/2024	Approved
MM82	Section 62(1)(f)(iv), MFMA	Invoice: Vodacom in the amount of R183 617.47	14/05/2024	14/05/2024	Approved
HR2	Conditions of Service (SALGBC)	Timesheet and attendance register for A Marais	14/05/2024	14/05/2024	Approved
MM82	Section 62(1)(f)(iv), MFMA	Invoice: Gen x Tech (Pty) Ltd in the amount of R25 116	16/05/2024	16/05/2024	Approved
MM82	Section 62(1)(f)(iv), MFMA	Invoice: Phandu Communications in the amount of R158 700	16/05/2024	16/05/2024	Approved
MM82	Section 62(1)(f)(iv), MFMA	Invoice: media 24 in the amount of R13 432	16/05/2024	16/05/2024	Approved
MM82	Section 62(1)(f)(iv), MFMA	Invoice: Vodacom in the amount of R116 169.15	16/05/2024	16/05/2024	Approved
MM82	Section 62(1)(f)(iv), MFMA	Invoice: Eskom (172 Merchant Street) in the amount of R6030.58	16/05/2024	16/05/2024	Approved
MM82	Section 62(1)(f)(iv), MFMA	Invoice: Eskom (Mountain Breeze) in the amount of R19 806.05	16/05/2024	16/05/2024	Approved
MM82	Section 62(1)(f)(iv), MFMA	Invoice: Klaasen cleaning in the amount of R1233 (BSM 91/23)	16/05/2024	16/05/2024	Approved
MM82	Section 62(1)(f)(iv), MFMA	Invoice: Klaasen cleaning in the amount of R14 000 (traffic service)	16/05/2024	16/05/2024	Approved

MM82	Section 62(1)(f)(iv), MFMA	Invoice: Klaasen cleaning in the amount of R10 000 (BSM 91/23)	16/05/2024	16/05/2024	Approved
MM82	Section 62(1)(f)(iv), MFMA	Invoice: Ebee's Food delight – R20 800	16/05/2024	16/05/2024	Approved
MM82	Section 62(1)(f)(iv), MFMA	Invoice: Microsoft in the amount R18 877.86	16/05/2024	16/05/2024	Approved
MM82	Section 62(1)(f)(iv), MFMA	Invoice: Izwi (network points) area cleaning at La Motte in the amount of R2650.50	16/05/2024	16/05/2024	Approved
MM82	Section 62(1)(f)(iv), MFMA	Invoice: Ebee's food delight in the amount of R4525	17/05/2024	17/05/2024	Approved
MM82	Section 62(1)(f)(iv), MFMA	Invoice: Evolution technology in the amount of R25 307.79 (hire of printers at council support offices)	17/05/2024	17/05/2024	Approved
MM82	Section 62(1)(f)(iv), MFMA	Invoice: University of Stellenbosch in the amount of R191 750 (MMCL training)	17/05/2024	17/05/2024	Approved
MM82	Section 62(1)(f)(iv), MFMA	Invoice: University of Stellenbosch in the amount of R132 750 (MMCL) training	17/05/2024	17/05/2024	Approved
MM82	Section 62(1)(f)(iv), MFMA	Invoice: Sterling holdings in the amount of R93 120.05	17/05/2024	17/05/2024	Approved
MM82	Section 62(1)(f)(iv), MFMA	Invoice: Adolf Linares in the amount of R24 557.87 (BSM 31/23)	17/05/2024	17/05/2024	Approved
MM82	Section 62(1)(f)(iv), MFMA	Evolution technology in the amount of R2378.15	17/05/2024	17/05/2024	Approved
MM82	Section 62(1)(f)(iv), MFMA	Invoice: Adjuvo Enterprises in the amount of R899.76	20/05/2024	20/05/2024	Approved
MM82	Section 62(1)(f)(iv), MFMA	Invoice: Xigombe in the amount of R735 412.99	22/05/2024	22/05/2024	Approved
MM82	Section 62(1)(f)(iv), MFMA	Invoice: Drakenstein Municipality in the amount of R26 846.90	22/05/2024	22/05/2024	Approved
MM82	Section 62(1)(f)(iv), MFMA	Invoice: Multilayer trade corporation in the amount of R14 938.50 (Supply and deliver of gift bags to Stellenbosch municipality)	22/05/2024	22/05/2024	Approved
MM82	Section 62(1)(f)(iv), MFMA	Invoice: Hyman master fence in the amount of R898 999.04	22/05/2024	22/05/2024	Approved
MM82	Section 62(1)(f)(iv), MFMA	Invoice: Bowie lifts in the amount of R3450	22/05/2024	22/05/2024	Approved
MM82	Section 62(1)(f)(iv), MFMA	Invoice: Execuflora NPK building in the amount of R917.70 (plant rental)	22/05/2024	22/05/2024	Approved

MM82	Section 62(1)(f)(iv), MFMA	Invoice: Universal trading in the amount of R94 524.24	23/05/2024	23/05/2024	Approved
MM82	Section 62(1)(f)(iv), MFMA	Invoice: Media 24 in the amount of R12 088.80	23/05/2024	23/05/2024	Approved
MM82	Section 62(1)(f)(iv), MFMA	Direct payment: Octofin in the amount of R689 238.23 (hire of office space)	24/05/2024	24/05/2024	Approved
MM82	Section 62(1)(f)(iv), MFMA	Invoice: SA Fire and medical academy in the amount of R8249.99	24/05/2024	24/05/2024	Approved
MM82	Section 62(1)(f)(iv), MFMA	Invoice: SA Fire and medical academy in the amount of R8249.99	24/05/2024	24/05/2024	Approved
MM82	Section 62(1)(f)(iv), MFMA	Invoice: SA Fire and medical academy in the amount of R2750	24/05/2024	24/05/2024	Approved
MM82	Section 62(1)(f)(iv), MFMA	Invoice: Payment for fencing various housing projects (BSM 13/22) in the amount of R1 024 223.09	27/05/2024	27/05/2024	Approved
MM82	Section 62(1)(f)(iv), MFMA	Invoice: Bowie lifts in the amount of R1489.25	27/05/2024	27/05/2024	Approved
MM82	Section 62(1)(f)(iv), MFMA	Invoice: Tjeka training matters in the amount of R45 960.88	27/05/2024	27/05/2024	Approved
MM82	Section 62(1)(f)(iv), MFMA	Invoice: Ibhunga cleaning and bricks paring and painting for an amount of R86 250	30/05/2024	30/05/2024	Approved
MM82	Section 62(1)(f)(iv), MFMA	Invoice: Tonex Management solutions in the amount of R198 00 (Supervision training)	30/05/2024	30/05/2024	Approved
MM82	Section 62(1)(f)(iv), MFMA	Invoice: Tonex Management solution in the amount of R201 600 (supervision training)	30/05/2024	30/05/2024	Approved
MM82	Section 62(1)(f)(iv), MFMA	Invoice: Nu-law Group (self-defence training) in the amount of R99 000	31/05/2024	31/05/2024	Approved
HR2	Conditions of Service (SALGBC)	Fixed term contract for A Ageni	31/05/2024	31/05/2024	Approved
MM82	Section 62(1)(f)(iv), MFMA	Invoice: steven Happie in the amount of R8949.99	31/05/2024	31/05/2024	Approved
MM82	Section 62(1)(f)(iv), MFMA	Invoice: Archie Construction in the amount of R75 779.50 (La Motte)	31/05/2024	31/05/2024	Approved
MM82	Section 62(1)(f)(iv), MFMA	Invoice: XenoCorp in the amount of R46 600.63	31/05/2024	31/05/2024	Approved
MM82	Section 62(1)(f)(iv), MFMA	Invoice: Gen x Tech in the amount of R4186	31/05/2024	31/05/2024	Approved

MM82	Section 62(1)(f)(iv), MFMA	Invoice Noktada in the amount of R63 825	31/05/2024	31/05/2024	Approved

Delegation	Category	Report Subject and Recommendations	Date Received	Date Resolved	Resolution and Comments (if any)
MM82	Section 62(1)(f)(iv), MFMA	Invoice: Bonsolo trading in the amount of R15 536.50	4/06/2024	4/06/2024	Approved
MM82	Section 62(1)(f)(iv), MFMA	Invoice: Bonsolo trading in the amount of R9833.00	4/06/2024	4/06/2024	Approved
MM82	Section 62(1)(f)(iv), MFMA	Invoice: Office for you in the amount of R32085	4/06/2024	4/06/2024	Approved
MM82	Section 62(1)(f)(iv), MFMA	Invoice: cinnamon caterers – R5750 (ward 15)	4/06/2024	4/06/2024	Approved
MM82	Section 62(1)(f)(iv), MFMA	Invoice: Tjek aanvraag, medical claim for Mr J August in the amount of R2950	4/06/2024	4/06/2024	Approved
MM82	Section 62(1)(f)(iv), MFMA	Invoice: Innovo Networks in the amount of R13 302.65	4/06/2024	4/06/2024	Approved
MM82	Section 62(1)(f)(iv), MFMA	Invoice: Galeb trading in the amount of R2400 (storage boxes)	4/06/2024	4/06/2024	Approved
MM82	Section 62(1)(f)(iv), MFMA	Invoice: Telkom in the amount of R525 840.85	4/06/2024	4/06/2024	Approved
MM82	Section 62(1)(f)(iv), MFMA	Invoice: Office for you in the amount of R10 350	4/06/2024	4/06/2024	Approved
MM82	Section 62(1)(f)(iv), MFMA	Invoice: Tjeka training in the amount of R6831	4/06/2024	4/06/2024	Approved
MM82	Section 62(1)(f)(iv), MFMA	Invoice: He and she driver training in the amount of R13 524.50	4/06/2024	4/06/2024	Approved
MM82	Section 62(1)(f)(iv), MFMA	Invoice: Tjeka training in the amount of R45 960.88	6/06/2024	6/06/2024	Approved
MM82	Section 62(1)(f)(iv), MFMA	Invoice: Media 24 in the amount of R30 323.20	6/06/2024	6/06/2024	Approved
MM82	Section 62(1)(f)(iv), MFMA	Invoice: Vodacom in the amount of R116169.15	6/06/2024	6/06/2024	Approved
MM84	Section 66, MFMA	Standby authorization for ICT technicians	6/06/2024	6/06/2024	Approved
MM82	Section 62(1)(f)(iv), MFMA	Invoice: Tjeka training in the amount of R6831	10/06/2024	10/06/2024	Approved

MM82	Section 62(1)(f)(iv), MFMA	Invoice: Tjeka training in the amount of R45 960.88	10/06/2024	10/06/2024	Approved
MM82	Section 62(1)(f)(iv), MFMA	Invoice: He and she driver training in the amount of R13 524.50	10/06/2024	10/06/2024	Approved
MM82	Section 62(1)(f)(iv), MFMA	Invoice: AR projects and development in the amount of R942 164.55	10/06/2024	10/06/2024	Approved
MM82	Section 62(1)(f)(iv), MFMA	Invoice: Innovo Network in the amount of R18 166.55	10/06/2024	10/06/2024	Approved
MM82	Section 62(1)(f)(iv), MFMA	Invoice: Nkutwala Construction in the amount of R360 034.38 (BSM 27/24)	10/06/2024	10/06/2024	Approved
MM82	Section 62(1)(f)(iv), MFMA	Invoice: Innovo Network in the amount of R3793.85	10/06/2024	10/06/2024	Approved
HR2	Conditions of Service (SALGBC)	Timesheet and attendance for Y van den Berg	10/06/2024	10/06/2024	Approved
MM82	Section 62(1)(f)(iv), MFMA	Invoice: Office tech in the amount of R865.95	11/06/2024	11/06/2024	Approved
HR2	Conditions of Service (SALGBC)	Timesheet for council support staff	11/06/2024	11/06/2024	Approved
MM82	Section 62(1)(f)(iv), MFMA	Invoice: Ebee’s food delight in the amount of R2200 (rector forum meeting) refreshments	11/06/2024	11/06/2024	Approved
MM82	Section 62(1)(f)(iv), MFMA	Invoice: Shan supplies in the amount of R2545	11/06/2024	11/06/2024	Approved
HR2	Conditions of Service (SALGBC)	Addendum to fixed term contract for V Sims	12/06/2024	12/06/2024	Approved
MM82	Section 62(1)(f)(iv), MFMA	Invoice for Vodacom in the amount of R167 239.65	12/06/2024	12/06/2024	Approved
MM82	Section 62(1)(f)(iv), MFMA	Invoice: Steven Happie in the amount of R10 830	12/06/2024	12/06/2024	Approved
MM82	Section 62(1)(f)(iv), MFMA	Invoice: Wadi’s Kitchen in the amount of R800	12/06/2024	12/06/2024	Approved
HR2	Conditions of Service (SALGBC)	Timesheets and attendance for Municipal Court staff	13/06/2024	13/06/2024	Approved
HR2	Conditions of Service (SALGBC)	Timesheets and attendance for property management staff	13/06/2024	13/06/2024	Approved
HR2	Conditions of Service (SALGBC)	Timesheets and attendance for R Anthony and Y Buthelezi	13/06/2024	13/06/2024	Approved
HR2	Conditions of Service (SALGBC)	Fixed term contract for Z Jooste	14/06/2024	14/06/2024	Approved

MM82	Section 62(1)(f)(iv), MFMA	Invoice: Media 24 (die burger) in the amount of R30 323.20	14/06/2024	14/06/2024	Approved
MM82	Section 62(1)(f)(iv), MFMA	Invoice: Izwi technology in the amount of R5557.50	19/06/2024	19/06/2024	Approved
MM82	Section 62(1)(f)(iv), MFMA	Invoice: African Spears trading in the amount of R525.01	19/06/2024	19/06/2024	Approved
MM82	Section 62(1)(f)(iv), MFMA	Invoice: Office for you in the amount of R31 0505	19/06/2024	19/06/2024	Approved
MM82	Section 62(1)(f)(iv), MFMA	Invoice: Brand universe in the amount of R14 998.88 (bags)	21/06/2024	21/06/2024	Approved
MM82	Section 62(1)(f)(iv), MFMA	Invoice: Polorama wholesalers in the amount of R2231.76	21/06/2024	21/06/2024	Approved
MM82	Section 62(1)(f)(iv), MFMA	Invoice: Drakenstein Municipality in the amount of R8948.90	21/06/2024	21/06/2024	Approved
MM82	Section 62(1)(f)(iv), MFMA	Invoice: Eskom (Mountain Breeze) in the amount of R23 722	24/06/2024	24/6/2024	Approved
MM82	Section 62(1)(f)(iv), MFMA	Invoice: Eskom (172 Merchant Street) in the amount of R6413.60 (energy consumption	24/06/2024	24/06/2024	Approved
MM82	Section 62(1)(f)(iv), MFMA	Invoice: Galeb trading in the amount of R1282	24/06/2024	24/06/2024	Approved
MM82	Section 62(1)(f)(iv), MFMA	Direct payment: Octofin (office rental hire charges) in the amount of R696 468.76	25/06/2024	25/06/2024	Approved
MM82	Section 62(1)(f)(iv), MFMA	Invoice: Office for you in the amount of R10 350	25/06/2024	25/06/2024	Approved
MM82	Section 62(1)(f)(iv), MFMA	Invoice: Polorama wholesalers in the amount of R2231.76	26/06/2024	26/06/2024	Approved
MM82	Section 62(1)(f)(iv), MFMA	Invoice: Nu-law firearms compliance in the amount of R118 799.78	27/06/2024	27/06/2024	Approved
MM82	Section 62(1)(f)(iv), MFMA	Invoice: Xcell environmental services in the amount of R41 389.59 (pest control)	27/06/2024	27/06/2024	Approved
MM82	Section 62(1)(f)(iv), MFMA	Invoice: Media 24 in the amount of R9066.60	27/06/2024	27/06/2024	Approved
MM82	Section 62(1)(f)(iv), MFMA	Invoice: Media 24 in the amount of R9066.60	27/06/2024	27/06/2024	Approved
MM82	Section 62(1)(f)(iv), MFMA	Invoice: Media 24 in the amount of R9066.60	27/06/2024	27/06/2024	Approved
MM82	Section 62(1)(f)(iv), MFMA	Invoice: Xeno Corp in the amount of R16 651.76 (geyser and basin)	27/06/2024	27/06/2024	Approved

MM82	Section 62(1)(f)(iv), MFMA	Invoice: Xeno Corp in the amount of R18 000 (maintenance equipment)	27/06/2024	27/06/2024	Approved
MM82	Section 62(1)(f)(iv), MFMA	Invoice: JC Verkoeling in the amount of R4600 (Library services) air-conditioning	27/06/2024	27/06/2024	Approved
MM82	Section 62(1)(f)(iv), MFMA	Invoice: JC Verkoeling in the amount of R5750 (Dorp Street) air-conditioning	27/06/2024	27/06/2024	Approved
MM82	Section 62(1)(f)(iv), MFMA	Invoice: JC Verkoeling in the amount of R3450 (Fire station) air-conditioning	27/06/2024	27/06/2024	Approved
MM82	Section 62(1)(f)(iv), MFMA	Invoice: JC Verkoeling in the amount of R1150 (NPK assess) air- conditioning	27/06/2024	27/06/2024	Approved
MM82	Section 62(1)(f)(iv), MFMA	Invoice: JC Verkoeling in the amount of R20 700 (Traffic department) air-conditioning	27/06/2024	27/06/2024	Approved
HR2	Conditions of Service (SALGBC)	Addendum to fixed term contracts for M Jacobs and E Maletzky	27/06/2024	27/06/2024	Approved
MM82	Section 62(1)(f)(iv), MFMA	Invoice: Nkutwala construction in an amount of R877 897.35 (BSM 27/24)	27/06/2024	27/06/2024	Approved
MM82	Section 62(1)(f)(iv), MFMA	Invoice: HCB valuations and services in the amount of R2500 (erf 1962)	27/06/2024	27/06/2024	Approved
MM82	Section 62(1)(f)(iv), MFMA	Invoice: NJ and Sons in the amount of R17 053.09	27/06/2024	27/06/2024	Approved
MM82	Section 62(1)(f)(iv), MFMA	Invoice: Xigombe Holding in the amount of R920 980.40 (BSM 24/22)	27/06/2024	27/06/2024	Approved
MM82	Section 62(1)(f)(iv), MFMA	Invoice: Turner and Townsend in the amount of R31 464 (structural maintenance)	29/06/2024	29/06/2024	Approved
MM82	Section 62(1)(f)(iv), MFMA	Invoice: ISA architects in the amount of R67 390 (upgrade Millenium Hall)	29/06/2024	29/06/2024	Approved
MM82	Section 62(1)(f)(iv), MFMA	Invoice: Archie Construction and maintenance: in the amount of R9260.45	29/06/2024	29/06/2024	Approved
MM82	Section 62(1)(f)(iv), MFMA	Invoice: Archie Construction and maintenance in the amount of R39925	29/06/2024	29/06/2024	Approved
MM82	Section 62(1)(f)(iv), MFMA	Invoice: Sterling Holding in the amount of R12 850	29/06/2024	29/06/2024	Approved
MM82	Section 62(1)(f)(iv), MFMA	Invoice: Sterling Holding in the amount of R13 050	29/06/2024	29/06/2024	Approved
MM82	Section 62(1)(f)(iv), MFMA	Invoice: Utshalomali in the amount of R77 426 (Hygiene services)	29/06/2024	29/06/2024	Approved
MM82	Section 62(1)(f)(iv), MFMA	Invoice: Sterling holdings in the amount of R125 100.04	29/06/2024	29/06/2024	Approved

MM82	Section 62(1)(f)(iv), MFMA	Invoice: Linares architects in the amount of R15 129.40	29/06/2024	29/06/2024	Approved
MM82	Section 62(1)(f)(iv), MFMA	Invoice: Vodacom in the amount of R146 004.61	29/06/2024	29/06/2024	Approved
MM82	Section 62(1)(f)(iv), MFMA	Invoice: Innovo Network in the amount of R49 543.73	29/06/2024	29/06/2024	Approved

DIRECTORATE: COMMUNITY AND PROTECTION SERVICES

Delegation	Category	Report Subject and Recommendations	Date Received	Date Resolved	Resolution and Comments (if any)
MM84	Section 66, MFMA	Standby: Manager Fire and Disaster (March 2024)	2/04/2024	2/04/2024	Supported
HR2	Conditions of Service (SALGBC)	Attendance Register: L Pedro (March 2024)	2/04/2024	2/04/2024	Approved
CD1	Section 152(c), Constitution	Conditional Grant Monthly Expenditure Report (March 2024)	2/04/2024	2/04/2024	Approved
MM84	Section 66, MFMA	Overtime and Standby Matrix: Community Services (April 2024)	2/04/2024	2/04/2024	Approved
MM84	Section 66, MFMA	Termination of EPWP contract: Y Manisi	2/04/2024	2/04/2024	Approved
MM84	Section 66, MFMA	Planned overtime: DLTC (April)	2/04/2024	2/04/2024	Approved
MM84	Section 66, MFMA	Planned overtime: Traffic Admin (April)	2/04/2024	2/04/2024	Approved
MM84	Section 66, MFMA	Planned overtime: Court Section (April)	2/04/2024	2/04/2024	Approved
MM84	Section 66, MFMA	Planned overtime: Traffic Admin	2/04/2024	2/04/2024	Approved
MM84	Section 66, MFMA	Planned overtime: 6-7 April (Law Enf)	2/04/2024	2/04/2024	Approved
MM84	Section 66, MFMA	Planned overtime: 1 April (Law Enf)	2/04/2024	2/04/2024	Approved
MM84	Section 66, MFMA	Planned overtime: 29 March (Law Enf)	2/04/2024	2/04/2024	Approved
MM84	Section 66, MFMA	Planned overtime: 30-31 March (Law Enf)	2/04/2024	2/04/2024	Approved
MM84	Section 66, MFMA	Standby: Law Enf (April)	2/04/2024	2/04/2024	Approved
CM3	General provisions	Questionnaire: Renovation of the ECD Container at Idas Valley Public Library	2/04/2024	2/04/2024	Approved
HR2	Conditions of Service (SALGBC)	Late submission of EPWP timesheets: R Rajal	2/04/2024	2/04/2024	Approved
MM84	Section 66, MFMA	Changes to the standby roster: Fire and Disaster	2/04/2024	2/04/2024	Approved

DELEGATIONS EXERCISED FOR PERIOD 1 APRIL 2024 – 30 JUNE 2024

C12	Section 40, Systems Act	SDBIP: Disaster Management and fire services awareness, Risk Register, Fire Safety Inspections, Smoke Alarms	3/04/2024	3/04/2024	Approved
MM84	Section 66, MFMA	Standby requirements: Law Enforcement	3/04/2024	3/04/2024	Approved
LIB5	Section 67(5.2)	Conditional Grant Business Plan 2024/25	3/04/2024	3/04/2024	Approved
MM82	Section 62(1)(f)(iv), MFMA	Tax invoice: Media24 – BSM 65/24 (R9066.60)	3/04/2024	3/04/2024	Approved
MM82	Section 62(1)(f)(iv), MFMA	Tax invoice: Stellenbosch Travel – IMPSA Conference 1-3 May 2024 (R29 240.00)	3/04/2024	3/04/2024	Approved
HR2	Conditions of Service (SALGBC)	Attendance Register and overtime: K Alkaster (March)	3/04/2024	3/04/2024	Approved
HR2	Conditions of Service (SALGBC)	Attendance Register: M Aalbers (March)	3/04/2024	3/04/2024	Approved
MM82	Section 62(1)(f)(iv), MFMA	Tax invoices: Mafoko 9R21561.92 + R2817931.56)	4/04/2024	4/04/2024	Approved
MM84	Section 66, MFMA	Extended overtime: DLTC	4/04/2024	4/04/2024	Approved
VRP2	Paragraph 6f	Standby weekly report: 25/03 – 01/04 9Traffic)	4/04/2024	4/04/2024	Approved
HR2	Conditions of Service (SALGBC)	Attendance Register: A van der Merwe (March)	4/04/2024	4/04/2024	Approved
MFMA		Comments on approval capital draft budget 2024/25	4/04/2024	4/04/2024	Approved
MM84	Section 66, MFMA	Overtime and standby Policy 2022	4/04/2024	4/04/2024	Approved
MM23	Section 66(1)(c), Systems Act	Late submission of acting: L Petersen	4/04/2024	4/04/2024	Approved
	Cost Containment Regulations	Re-imbursement: Z Goeieman	4/04/2024	4/04/2024	Approved
CD1	Section 67(5.2)	Memo: Winter readiness – Street Store	4/04/2024	4/04/2024	Approved
MM24	Section 66(1)(d), Systems Act	Motivation for amended structure: Community Services	4/04/2024	4/04/2024	Approved
MM82	Section 62(1)(f)(iv), MFMA	Tax invoice: Bigen 9R1 367 498.75)	4/04/2024	4/04/2024	Approved
LEG16		IEC Addendum: Traffic	4/04/2024	4/04/2024	Approved
MM82	Section 62(1)(f)(iv), MFMA	Tjek aanvraag: License fees 25/03 – 31/03 (R597 805.98)	4/04/2024	4/04/2024	Approved
VRP2	Paragraph 6f	Virement: Advertising Tenders (R7680.00), (R6886.00), (R7680)	4/04/2024	4/04/2024	Supported
MM84	Section 66, MFMA	Planned overtime: 20-21 April (Traffic)	4/04/2024	4/04/2024	Approved
MM82	Section 62(1)(f)(iv), MFMA	Tax invoice: Cinnamon Caterers (R12 400)	4/04/2024	4/04/2024	Approved

DELEGATIONS EXERCISED FOR PERIOD 1 APRIL 2024 – 30 JUNE 2024

HR2	Conditions of Service (SALGBC)	Updating op Payday/Reporting lines: Sport x2	4/04/2024	5/04/2024	Approved
MM84	Section 66, MFMA	Standby: Manager Traffic and Law Enforcement (March and April)	4/04/2024	5/04/2024	Approved
C12	Section 40, Systems Act	SDBIP: D3806, D38019, D3478, D3477, D3476, D3475, D2846, D2845, D2843, D2842, D2841, D2840, D2839, D2836, D2835, D2833	4/04/2024	5/04/2024	Approved
		Vehicle Log sheets: Feb and March (D Jonkers)	5/04/2024	5/04/2024	Approved
MM82	Section 62(1)(f)(iv), MFMA	Tax invoice: Stellenbosch Travel (R25 978.00)	5/04/2024	5/04/2024	Approved
VRP2	Paragraph 6f	Virement: materials and supplies (R2317.00), (R1499.34), (R13 162.00)	5/04/2024	5/04/2024	Supported
MM84	Section 66, MFMA	Exceeding of 40-hour overtime threshold (Fire Services)	5/04/2024	5/04/2024	Approved
MM84	Section 66, MFMA	Amended overtime: 6 April 2024 – Traffic	5/04/2024	5/04/2024	Approved
MM84	Section 66, MFMA	Acting payment request – L Petersen, Y Snyders	5/04/2024	5/04/2024	Approved
MM22	Section 66 (1) (c) Systems Act	EPWP letters of appointment: L Jobodwana, M Madyibi	5/04/2024	5/04/2024	Approved
MM82	Section 62(1)(f)(iv), MFMA	ETG Tax invoices 46311, 46294	9/04/2024	9/04/2024	Approved
MM84	Section 66, MFMA	Standby: Senior Manager Protection Services	9/04/2024	9/04/2024	Supported
VRP2	Paragraph 6f	Virement: Storage of files (R80 000)	10/04/2024	10/04/2024	Supported
VRP2	Paragraph 6f	Virement: Drivers License cards (R220 000)	10/04/2024	10/04/2024	Supported
MM164	Regulations on cost containment	Approval to utilize pool vehicle from 15-21 April 2024	10/04/2024	10/04/2024	Approved
HR2	Conditions of Service (SALGBC)	Updating of payday/reporting lines: Law Enforcement	11/04/2024	11/04/2024	Approved
MM84	Section 66, MFMA	Motivation for emergency overtime: Community Development (April)	11/04/2024	11/04/2024	Approved
VRP2	Paragraph 6f	Virement: Social Relief (R950 000, R110 276, R150 000)	11/04/2024	11/04/2024	Supported
MM84	Section 66, MFMA	Amended overtime – 7 and 8 April 2024 (Traffic)	12/04/2024	12/04/2024	Approved
CM3	General provisions	Questionnaire: Selling of pine tree species to the highest bidder	12/04/2024	15/04/2024	Approved
SC5	4(1)	Tender: BSM 88/24	12/04/2024	15/04/2024	Approved
SC5	4(1)	Tender: BSM 87/24	12/04/2024	15/04/2024	Approved
CD3	Section 153(a), Constitution	Zone O: Social Relief of Distress: Hot meals and Donations	12/04/2024	15/04/2024	Approved

DELEGATIONS EXERCISED FOR PERIOD 1 APRIL 2024 – 30 JUNE 2024

CM3	General provisions	MDB Forms: BSM04/24	12/04/2024	15/04/2024	Approved
HR2	Conditions of Service (SALGBC)	Approval of appointment: Supt Small Plant Maintenance (Workshop)	12/04/2024	15/04/2024	Approved
MM10	Section 55(1)(f)-(h), Systems Act	Formal Investigation report: Z Tshefu	15/04/2024	15/04/2024	Approved
MM84	Section 66, MFMA	Motivation to conduct standby duties	15/04/2024	15/04/2024	Approved
MM84	Section 66, MFMA	S & T: J Felix, C Kitching (IMPSA – Swellendam 18-19 April 2024)	15/04/2024	15/04/2024	Approved
SC5	4(1)	BSM47/2024	15/04/2024	15/04/2024	Approved
HR2	Conditions of Service (SALGBC)	Resubmission: NHW Safety Monitors – Fix contract (J Fredericks)	16/04/2024	17/04/2024	Approved
MM164	Regulations on cost containment	Approval to utilize pool vehicle from 22 - 28 April 2024	16/04/2024	17/04/2024	Approved
MM10	Section 55(1)(f)-(h), Systems Act	Disciplinary complaint form: M Alexander	16/04/2024	17/04/2024	Approved
MM84	Section 66, MFMA	Standby: Manager Traffic and Law Enf (May and June)	17/04/2024	18/04/2024	Approved
MM84	Section 66, MFMA	Standby and overtime: Fire and Disaster (May 2024)	17/04/2024	18/04/2024	Approved
MM84	Section 66, MFMA	Standby schedule: Community Development (April 2024)	17/04/2024	18/04/2024	Approved
MM164	Regulations on cost containment	Permission to utilise vehicles after hours and travel between place of work and private residence: Community Development	17/04/2024	18/04/2024	Approved
MM84	Section 66, MFMA	Standby: Traffic (May 2024)	17/04/2024	18/04/2024	Approved
VRP2	Paragraph 6f	Virement: Vehicle Fleet (R411 720.00)	17/04/2024	18/04/2024	Supported
MM22	Section 55 (1)(e), Systems Act	Shortlisting: Supervisor/Driver Community Services	18/04/2024	19/04/2024	Approved
MM84	Section 66, MFMA	Standby weekly report: 8-14 April 2024 (Traffic Law Enforcement)	18/04/2024	19/04/2024	Approved
MM84	Section 66, MFMA	Standby: Chief Fire and Disaster (May 2024)	18/04/2024	19/04/2024	Approved
MM84	Section 66, MFMA	Planned overtime: 4-5 May 2024 (Traffic)	18/04/2024	19/04/2024	Approved
CM3	General provisions	Questionnaire: Supply and install 2 high security fire-proof steel doors for the ECD container at Ida's Valley Library	18/04/2024	19/04/2024	Approved
CM3	General provisions	Questionnaire: Supply, deliver and install of artificial grass animals	18/04/2024	19/04/2024	Approved
CM3	General provisions	Questionnaire: Appointment of service provide for supply and deliver of library books, magazines etc	18/04/2024	19/04/2024	Approved

DELEGATIONS EXERCISED FOR PERIOD 1 APRIL 2024 – 30 JUNE 2024

VRP2	Paragraph 6f	Virement: Business and Advisory (R30 000)	18/04/2024	19/04/2024	Supported
VRP2	Paragraph 6f	Virement: Hire Charges (R50 000)	18/04/2024	19/04/2024	Supported
VRP2	Paragraph 6f	Virement: Materials and Supplies (R40 000)	18/04/2024	19/04/2024	Supported
MPF10	MFMA	Refund payment for the use of JMNR – 6 April 2024 (L Clarke)	22/04/2024	22/04/2024	Approved
MM22	Section 66 (1) (c) Systems Act	Conversion of library assistant to fixed term library administration assistant and ICT Technician, Approval of advertisements (Admin Clerk, IT Technician)	22/04/2024	22/04/2024	Approved
HR2	Conditions of Service (SALGBC)	Letter of appointment: B Foster, R Phillips	22/04/2024	22/04/2024	Approved
CM3	General provisions	Questionnaire: Specifications for supply, deliver and install of specialised furniture	22/04/2024	22/04/2024	Approved
VRP2	Paragraph 6f	Virement: Drivers License and Permits (R3 000)	22/04/2024	22/04/2024	Approved
SC5	4(1)	Annexure E: Tender 45/24	22/04/2024	22/04/2024	Approved
MM84	Section 66, MFMA	Planned overtime: 27-28 April 2024 (Traffic)	22/04/2024	22/04/2024	Approved
MM84	Section 66, MFMA	Amended overtime: 19 April 2024 (Traffic)	22/04/2024	22/04/2024	Approved
MM84	Section 66, MFMA	S&T: IMPS-SA Conference hosted in Mbombela (C Kitching)	22/04/2024	22/04/2024	Approved
VRP2	Paragraph 6f	Virement: Furniture, Tools & Equipment (R13 900 & R14 030)	22/04/2024	22/04/2024	Supported
VRP2	Paragraph 6f	Virement: Materials and Supplies (R600)	22/04/2024	22/04/2024	Supported
VRP2	Paragraph 6f	Virement: Upgrade of Sport Facilities (R3242.00)	22/04/2024	22/04/2024	Supported
CM3	General provisions	Questionnaire: Finishing of outdoor tennis and football courts	22/04/2024	22/04/2024	Approved
MM84	Section 66, MFMA	Motivation for emergency overtime: April 2024 – Community Development	22/04/2024	22/04/2024	Approved
MM22	Section 55 (1)(e), Systems Act	Shortlisting: Drivers License Testing Officer	24/04/2024	25/04/2024	Approved
MM164	Regulations on cost containment	Approval to utilize pool vehicle: Halls (22-28 April 2024 and 29 April until 5 May 2024)	24/04/2024	25/04/2024	Approved
		Safety and Security Strategy 2024/25	24/04/2024	25/04/2024	Approved
MM84	Section 66, MFMA	S&T: J Felix (Mbombela – 01/05/2024 – 3/05/2024)	24/04/2024	25/04/2024	Approved
CM3	General provisions	Questionnaire: Finishing of outdoor tennis and football courts	24/04/2024	25/04/2024	Approved
CM3	General provisions	Questionnaire: Supply and delivery of transport and/or catering services	24/04/2024	25/04/2024	Approved

HR2	Conditions of Service (SALGBC)	Letter of appointment: EPWP fixed term – L Arendse	24/04/2024	25/04/2024	Approved
LPC3	Gatherings Act 205 of 1993 Events bylaw pn 7564 dated 12/02/2016	Application of gatherings act – Matie Association of Catholic Tertiary Students – 27 April 2024	24/04/2024	25/04/2024	Approved
MM164	Regulations on cost containment	Approval to utilize pool vehicle from 4-12 May 2024 (Halls)	29/04/2024	29/04/2024	Approved
MM164	Regulations on cost containment	Approval to utilize pool vehicle from 13-19 May 2024 (Halls)	29/04/2024	29/04/2024	Approved
HR2	Conditions of Service (SALGBC)	Updating payday/reporting lines: Phillips & Foster (Halls)	29/04/2024	29/04/2024	Approved
HR2	Conditions of Service (SALGBC)	Early retirement: M Carolissen	29/04/2024	29/04/2024	Approved
HR2	Conditions of Service (SALGBC)	Letter of appointment: A Greeff	29/04/2024	29/04/2024	Approved
HR2	Conditions of Service (SALGBC)	Attendance Register: Albert van der Merwe (April)	29/04/2024	29/04/2024	Approved

Delegation	Category	Report Subject and Recommendations	Date Received	Date Resolved	Resolution and Comments (if any)
MM82	Section 62(1)(f)(iv), MFMA	Invoice: Tonex management solutions in the amount of R198 000	3/05/2024	3/05/2024	Approved
HR2	Conditions of Service (SALGBC)	Travel claim for J Petersen in attendance of the Provincial skills development facilitator forum	3/05/2024	3/05/2024	Approved
HR2	Conditions of Service (SALGBC)	Contract for Mr Frederick	3/05/2024	3/05/2024	Approved
MM82	Section 62(1)(f)(iv), MFMA	Invoice: Steven Happie for an amount of R27 075 (learner and drivers licence training)	3/05/2024	3/05/2024	Approved
MM82	Section 62(1)(f)(iv), MFMA	Invoice: Steven Happie for an amount of R16 245 (learner and drivers licence training)	3/05/2024	3/05/2024	Approved
MM82	Section 62(1)(f)(iv), MFMA	Invoice: Steven Happie for an amount of R10 830 (learner and drivers licence training)	3/05/2024	3/05/2024	Approved
MM82	Section 62(1)(f)(iv), MFMA	Invoice: Steven Happie for an amount of R4605 (learner and drivers licence training)	3/05/2024	3/05/2024	Approved

MM82	Section 62(1)(f)(iv), MFMA	Invoice: Steven Happie for an amount of R13 815(learner and drivers licence training)	3/05/2024	3/05/2024	Approved
MM82	Section 62(1)(f)(iv), MFMA	Invoice: Steven Happie for an amount of R23025 (learner and drivers licence training)	3/05/2024	3/05/2024	Approved
MM82	Section 62(1)(f)(iv), MFMA	Invoice: Steven Happie for an amount of R46 050 (learner and drivers licence training)	3/05/2024	3/05/2024	Approved
MM82	Section 62(1)(f)(iv), MFMA	Invoice: Steven Happie for an amount of R79 974(learner and drivers licence training)	3/05/2024	3/05/2024	Approved
HR2	Conditions of Service (SALGBC)	Medical claim for Mrs S Valentine in the amount of R2950	6/05/2024	6/05/2024	Approved
MM82	Section 62(1)(f)(iv), MFMA	Invoice: Telkom in the amount of R266 311.75	6/05/2024	6/05/2024	Approved
MM82	Section 62(1)(f)(iv), MFMA	Invoice: Adjuvo Enterprise in the amount of R16 332.30	6/05/2024	6/05/2024	Approved
MM82	Section 62(1)(f)(iv), MFMA	Invoice: Stuttaford van Lines in the amount of R16252.50	7/05/2024	7/05/2024	Approved
MM82	Section 62(1)(f)(iv), MFMA	Invoice: CHM Vuwani Computers solutions in the amount of R577.30 (ink cartridge)	7/05/2024	7/05/2024	Approved
HR2	Conditions of Service (SALGBC)	Timesheets and attendance for council Support	8/05/2024	8/05/2024	Approved
MM82	Section 62(1)(f)(iv), MFMA	Invoice: Office for you in the amount of R10 350 (ward 6) stationary	8/05/2024	8/05/2024	Approved
MM82	Section 62(1)(f)(iv), MFMA	Invoice: Office for you in the amount of R20 700 (ward 4) stationary	8/05/2024	8/05/2024	Approved
MM82	Section 62(1)(f)(iv), MFMA	Invoice: My Kleine kombuis (ward-16) in the amount of R18100	8/05/2024	8/05/2024	Approved
MM82	Section 62(1)(f)(iv), MFMA	Invoice: My Kleine kombuis (ward17) in the amount of R16 000	8/05/2024	8/05/2024	Approved
HR2	Conditions of Service (SALGBC)	Medical claim: Dr.Louw Physician in the amount of R1500	8/05/2024	8/05/2024	Approved
MM82	Section 62(1)(f)(iv), MFMA	Invoice: media 24 (advert: erf 46 Lanquedoc Helios) in the amount of R6044.40	9/05/2024	9/05/2024	Approved
HR2	Conditions of Service (SALGBC)	Timesheet and attendance for Y van den Berg	9/05/2024	9/05/2024	Approved
MM82	Section 62(1)(f)(iv), MFMA	Invoice: Media 24 (BSM 95/24) Die Burger in the amount of R9066.60	10/05/2024	10/05/2024	Approved
MM82	Section 62(1)(f)(iv), MFMA	Invoice: Innovo Network in the amount of R667 326.91	10/05/2024	10/05/2024	Approved

MM82	Section 62(1)(f)(iv), MFMA	Invoice: Forefront Security (BSM 74/23) in the amount of R320 628.66	10/05/2024	10/05/2024	Approved
MM82	Section 62(1)(f)(iv), MFMA	Invoice: Izwi (annual sla PABX maintenance) in the amount of R25 893.40	10/05/2024	10/05/2024	Approved
MM82	Section 62(1)(f)(iv), MFMA	Invoice: Gijima (Internet leased line) in the amount of R31 293.41	10/05/2024	10/05/2024	Approved
MM82	Section 62(1)(f)(iv), MFMA	Invoice: First Technology (direct internet access) in the amount of R55 200	10/05/2024	10/05/2024	Approved
MM82	Section 62(1)(f)(iv), MFMA	Invoice: Izwi (Communication for network management) in the amount of R49 152.92	10/05/2024	10/05/2024	Approved
MM82	Section 62(1)(f)(iv), MFMA	Invoice: Izwi (Communication for network management) in the amount of R22 7125	10/05/2024	10/05/2024	Approved
MM82	Section 62(1)(f)(iv), MFMA	Invoice: Izwi (Communication for network management) in the amount of R30087.45	10/05/2024	10/05/2024	Approved
MM82	Section 62(1)(f)(iv), MFMA	Invoice: Izwi (Communication for network management) in the amount of R49 152.92	10/05/2024	10/05/2024	Approved
MM82	Section 62(1)(f)(iv), MFMA	Invoice: Izwi (Communication for network management) in the amount of R227 125	10/05/2024	10/05/2024	Approved
HR2	Conditions of Service (SALGBC)	Timesheets and attendance for R Anthony and Y Buthelezi	10/05/2024	10/05/2024	Approved
MM82	Section 62(1)(f)(iv), MFMA	Invoice: Nocane Holdings in the amount of R6860 (ward 21) event	10/05/2024	10/05/2024	Approved
HR2	Conditions of Service (SALGBC)	Timesheets and attendance for Municipal Court staff	10/05/2024	10/05/2024	Approved
MM82	Section 62(1)(f)(iv), MFMA	Invoice: Turner and Townsend in the amount of R47 840 (structural maintenance) Beltana depot	13/05/2024	13/05/2024	Approved
MM82	Section 62(1)(f)(iv), MFMA	Invoice: Innovo network in the amount of R902 433.66 (Hardware ICT)	13/05/2024	13/05/2024	Approved
MM82	Section 62(1)(f)(iv), MFMA	Invoice: Cinnamon Caterers in the amount of R10 600(ward 10) project	14/05/2024	14/05/2024	Approved
HR2	Conditions of Service (SALGBC)	Medical Claim S Valentine in the amount of R1500 (Dr. Louw)	14/05/2024	14/05/2024	Approved
MM82	Section 62(1)(f)(iv), MFMA	Invoice: Effective Human Intervention in the amount of R64 114	14/05/2024	14/05/2024	Approved
MM82	Section 62(1)(f)(iv), MFMA	Invoice: He and she driver training centre in the amount of R94 671.46	14/05/2024	14/05/2024	Approved
HR2	Conditions of Service (SALGBC)	Addendum to fixed term contract for N Makubalo	14/05/2024	14/05/2024	Approved

MM82	Section 62(1)(f)(iv), MFMA	Invoice: Vodacom in the amount of R183 617.47	14/05/2024	14/05/2024	Approved
HR2	Conditions of Service (SALGBC)	Timesheet and attendance register for A Marais	15/05/2024	15/05/2024	Approved
MM82	Section 62(1)(f)(iv), MFMA	Invoice: Gen x Tech (Pty) Ltd in the amount of R25 116	16/05/2024	16/05/2024	Approved
MM82	Section 62(1)(f)(iv), MFMA	Invoice: Phandu Communications in the amount of R158 700	16/05/2024	16/05/2024	Approved
MM82	Section 62(1)(f)(iv), MFMA	Invoice: media 24 in the amount of R13 432	16/05/2024	16/05/2024	Approved
MM82	Section 62(1)(f)(iv), MFMA	Invoice: Vodacom in the amount of R116 169.15	16/05/2024	16/05/2024	Approved
MM82	Section 62(1)(f)(iv), MFMA	Invoice: Eskom (172 Merchant Street) in the amount of R6030.58	16/05/2024	16/05/2024	Approved
MM82	Section 62(1)(f)(iv), MFMA	Invoice: Eskom (Mountain Breeze) in the amount of R19 806.05	16/05/2024	16/05/2024	Approved
MM82	Section 62(1)(f)(iv), MFMA	Invoice: Klaasen cleaning in the amount of R1233 (BSM 91/23)	16/05/2024	16/05/2024	Approved
MM82	Section 62(1)(f)(iv), MFMA	Invoice: Klaasen cleaning in the amount of R14 000 (traffic service)	16/05/2024	16/05/2024	Approved
MM82	Section 62(1)(f)(iv), MFMA	Invoice: Klaasen cleaning in the amount of R10 000 (BSM 91/23)	16/05/2024	16/05/2024	Approved
MM82	Section 62(1)(f)(iv), MFMA	Invoice: Ebee's Food delight – R20 800	16/05/2024	16/05/2024	Approved
MM82	Section 62(1)(f)(iv), MFMA	Invoice: Microsoft in the amount R18 877.86	16/05/2024	16/05/2024	Approved
MM82	Section 62(1)(f)(iv), MFMA	Invoice: Izwi (network points) area cleaning at La Motte in the amount of R2650.50	16/05/2024	16/05/2024	Approved
MM82	Section 62(1)(f)(iv), MFMA	Invoice: Ebee's food delight in the amount of R4525	17/05/2024	17/05/2024	Approved
MM82	Section 62(1)(f)(iv), MFMA	Invoice: Evolution technology in the amount of R25 307.79 (hire of printers at council support offices)	17/05/2024	17/05/2024	Approved
MM82	Section 62(1)(f)(iv), MFMA	Invoice: University of Stellenbosch in the amount of R191 750 (MMCL training)	17/05/2024	17/05/2024	Approved
MM82	Section 62(1)(f)(iv), MFMA	Invoice: University of Stellenbosch in the amount of R132 750 (MMCL) training	17/05/2024	17/05/2024	Approved
MM82	Section 62(1)(f)(iv), MFMA	Invoice: Sterling holdings in the amount of R93 120.05	17/05/2024	17/05/2024	Approved

MM82	Section 62(1)(f)(iv), MFMA	Invoice: Adolf Linares in the amount of R24 557.87 (BSM 31/23)	17/05/2024	17/05/2024	Approved
MM82	Section 62(1)(f)(iv), MFMA	Evolution technology in the amount of R2378.15	17/05/2024	17/05/2024	Approved
MM82	Section 62(1)(f)(iv), MFMA	Invoice: Adjuvo Enterprises in the amount of R899.76	20/05/2024	20/05/2024	Approved
MM82	Section 62(1)(f)(iv), MFMA	Invoice: Xigombe in the amount of R735 412.99	22/05/2024	22/05/2024	Approved
MM82	Section 62(1)(f)(iv), MFMA	Invoice: Drakenstein Municipality in the amount of R26 846.90	22/05/2024	22/05/2024	Approved
MM82	Section 62(1)(f)(iv), MFMA	Invoice: Multilayer trade corporation in the amount of R14 938.50 (Supply and deliver of gift bags to Stellenbosch municipality)	22/05/2024	22/05/2024	Approved
MM82	Section 62(1)(f)(iv), MFMA	Invoice: Hyman master fence in the amount of R898 999.04	22/05/2024	22/05/2024	Approved
MM82	Section 62(1)(f)(iv), MFMA	Invoice: Bowie lifts in the amount of R3450	22/05/2024	22/05/2024	Approved
MM82	Section 62(1)(f)(iv), MFMA	Invoice: Execuflora NPK building in the amount of R917.70 (plant rental)	22/05/2024	22/05/2024	Approved
MM82	Section 62(1)(f)(iv), MFMA	Invoice: Universal trading in the amount of R94 524.24	23/05/2024	23/05/2024	Approved
MM82	Section 62(1)(f)(iv), MFMA	Invoice: Media 24 in the amount of R12 088.80	23/05/2024	23/05/2024	Approved
MM82	Section 62(1)(f)(iv), MFMA	Direct payment: Octofin in the amount of R689 238.23 (hire of office space)	24/05/2024	24/05/2024	Approved
MM82	Section 62(1)(f)(iv), MFMA	Invoice: SA Fire and medical academy in the amount of R8249.99	24/05/2024	24/05/2024	Approved
MM82	Section 62(1)(f)(iv), MFMA	Invoice: SA Fire and medical academy in the amount of R8249.99	24/05/2024	24/05/2024	Approved
MM82	Section 62(1)(f)(iv), MFMA	Invoice: SA Fire and medical academy in the amount of R2750	24/05/2024	24/05/2024	Approved
MM82	Section 62(1)(f)(iv), MFMA	Invoice: Payment for fencing various housing projects (BSM 13/22) in the amount of R1 024 223.09	27/05/2024	27/05/2024	Approved
MM82	Section 62(1)(f)(iv), MFMA	Invoice: Bowie lifts in the amount of R1489.25	27/05/2024	27/05/2024	Approved
MM82	Section 62(1)(f)(iv), MFMA	Invoice: Ibhunga cleaning and bricks paring and painting for an amount of R86 250	30/05/2024	30/05/2024	Approved

MM82	Section 62(1)(f)(iv), MFMA	Invoice: Tonex Management solutions in the amount of R198 00 (Supervision training)	30/05/2024	30/05/2024	Approved
MM82	Section 62(1)(f)(iv), MFMA	Invoice: Tonex Management solution in the amount of R201 600 (supervision training)	30/05/2024	30/05/2024	Approved
MM82	Section 62(1)(f)(iv), MFMA	Invoice: Nu-law Group (self-defence training) in the amount of R99 000	31/05/2024	31/05/2024	Approved
HR2	Conditions of Service (SALGBC)	Fixed term contract for A Ageni	31/05/2024	31/05/2024	Approved
MM82	Section 62(1)(f)(iv), MFMA	Invoice: steven Happie in the amount of R8949.99	31/05/2024	31/05/2024	Approved
MM82	Section 62(1)(f)(iv), MFMA	Invoice: Archie Construction in the amount of R75 779.50 (La Motte)	31/05/2024	31/05/2024	Approved
MM82	Section 62(1)(f)(iv), MFMA	Invoice: XenoCorp in the amount of R46 600.63	31/05/2024	31/05/2024	Approved
MM82	Section 62(1)(f)(iv), MFMA	Invoice: Gen X Tech in the amount of R4186	31/05/2024	31/05/2024	Approved
MM82	Section 62(1)(f)(iv), MFMA	Invoice Noktada in the amount of R63 825	31/05/2024	31/05/2024	Approved
MM82	Section 62(1)(f)(iv), MFMA	Invoice: Tjeka training matters in the amount of R45 960.88	31/05/2024	31/05/2024	Approved

Delegation	Category	Report Subject and Recommendations	Date Received	Date Resolved	Resolution and Comments (if any)
MM82	Section 62(1)(f)(iv), MFMA	Invoice: Bonsolo trading in the amount of R15 536.50	4/06/2024	4/06/2024	Approved
MM82	Section 62(1)(f)(iv), MFMA	Invoice: Bonsolo trading in the amount of R9833.00	4/06/2024	4/06/2024	Approved
MM82	Section 62(1)(f)(iv), MFMA	Invoice: Office for you in the amount of R32085	4/06/2024	4/06/2024	Approved
MM82	Section 62(1)(f)(iv), MFMA	Invoice: cinnamon caterers – R5750 (ward 15)	4/06/2024	4/06/2024	Approved
MM82	Section 62(1)(f)(iv), MFMA	Invoice: Tjek aanvraag, medical claim for Mr J August in the amount of R2950	4/06/2024	4/06/2024	Approved
MM82	Section 62(1)(f)(iv), MFMA	Invoice: Innovo Networks in the amount of R13 302.65	4/06/2024	4/06/2024	Approved
MM82	Section 62(1)(f)(iv), MFMA	Invoice: Galeb trading in the amount of R2400 (storage boxes)	4/06/2024	4/06/2024	Approved

MM82	Section 62(1)(f)(iv), MFMA	Invoice: Telkom in the amount of R525 840.85	4/06/2024	4/06/2024	Approved
MM82	Section 62(1)(f)(iv), MFMA	Invoice: Office for you in the amount of R10 350	4/06/2024	4/06/2024	Approved
MM82	Section 62(1)(f)(iv), MFMA	Invoice: Tjeka training in the amount of R6831	4/06/2024	4/06/2024	Approved
MM82	Section 62(1)(f)(iv), MFMA	Invoice: He and she driver training in the amount of R13 524.50	4/06/2024	4/06/2024	Approved
MM82	Section 62(1)(f)(iv), MFMA	Invoice: Tjeka training in the amount of R45 960.88	6/06/2024	6/06/2024	Approved
MM82	Section 62(1)(f)(iv), MFMA	Invoice: Media 24 in the amount of R30 323.20	6/06/2024	6/06/2024	Approved
MM82	Section 62(1)(f)(iv), MFMA	Invoice: Vodacom in the amount of R116169.15	6/06/2024	6/06/2024	Approved
HR2	Conditions of Service (SALGBC)	Standby authorization for ICT technicians	6/06/2024	6/06/2024	Approved
MM82	Section 62(1)(f)(iv), MFMA	Invoice: Tjeka training in the amount of R6831	10/06/2024	10/06/2024	Approved
MM82	Section 62(1)(f)(iv), MFMA	Invoice: Tjeka training in the amount of R45 960.88	10/06/2024	10/06/2024	Approved
MM82	Section 62(1)(f)(iv), MFMA	Invoice: He and she driver training in the amount of R13 524.50	10/06/2024	10/06/2024	Approved
MM82	Section 62(1)(f)(iv), MFMA	Invoice: AR projects and development in the amount of R942 164.55	10/06/2024	10/06/2024	Approved
MM82	Section 62(1)(f)(iv), MFMA	Invoice: Innovo Network in the amount of R18 166.55	10/06/2024	10/06/2024	Approved
MM82	Section 62(1)(f)(iv), MFMA	Invoice: Nkutwala Construction in the amount of R360 034.38 (BSM 27/24)	10/06/2024	10/06/2024	Approved
MM82	Section 62(1)(f)(iv), MFMA	Invoice: Innovo Network in the amount of R3793.85	10/06/2024	10/06/2024	Approved
HR2	Conditions of Service (SALGBC)	Timesheet and attendance for Y van den Berg	10/06/2024	10/06/2024	Approved
MM82	Section 62(1)(f)(iv), MFMA	Invoice: Office tech in the amount of R865.95	11/06/2024	11/06/2024	Approved
HR2	Conditions of Service (SALGBC)	Timesheet for council support staff	11/06/2024	11/06/2024	Approved
MM82	Section 62(1)(f)(iv), MFMA	Invoice: Ebee’s food delight in the amount of R2200 (rector forum meeting) refreshments	11/06/2024	11/06/2024	Approved

DELEGATIONS EXERCISED FOR PERIOD 1 APRIL 2024 – 30 JUNE 2024

MM82	Section 62(1)(f)(iv), MFMA	Invoice: Shan supplies in the amount of R2545	11/06/2024	11/06/2024	Approved
HR2	Conditions of Service (SALGBC)	Addendum to fixed term contract for V Sims	12/06/2024	12/06/2024	Approved
MM82	Section 62(1)(f)(iv), MFMA	Invoice for Vodacom in the amount of R167 239.65	12/06/2024	12/06/2024	Approved
MM82	Section 62(1)(f)(iv), MFMA	Invoice: Steven Happie in the amount of R10 830	12/06/2024	12/06/2024	Approved
MM82	Section 62(1)(f)(iv), MFMA	Invoice: Wadi's Kitchen in the amount of R800	12/06/2024	12/06/2024	Approved
HR2	Conditions of Service (SALGBC)	Timesheets and attendance for Municipal Court staff	13/06/2024	13/06/2024	Approved
HR2	Conditions of Service (SALGBC)	Timesheets and attendance for property management staff	13/06/2024	13/06/2024	Approved
HR2	Conditions of Service (SALGBC)	Timesheets and attendance for R Anthony and Y Buthelezi	13/06/2024	13/06/2024	Approved
HR2	Conditions of Service (SALGBC)	Fixed term contract for Z Jooste	14/06/2024	14/06/2024	Approved
MM82	Section 62(1)(f)(iv), MFMA	Invoice: Media 24 (die burger) in the amount of R30 323.20	14/06/2024	14/06/2024	Approved
MM82	Section 62(1)(f)(iv), MFMA	Invoice: Izwi technology in the amount of R5557.50	19/06/2024	19/06/2024	Approved
MM82	Section 62(1)(f)(iv), MFMA	Invoice: African Spears trading in the amount of R525.01	19/06/2024	19/06/2024	Approved
MM82	Section 62(1)(f)(iv), MFMA	Invoice: Office for you in the amount of R31 0505	19/06/2024	19/06/2024	Approved
MM82	Section 62(1)(f)(iv), MFMA	Invoice: Brand universe in the amount of R14 998.88 (bags)	21/06/2024	21/06/2024	Approved
MM82	Section 62(1)(f)(iv), MFMA	Invoice: Polorama wholesalers in the amount of R2231.76	21/06/2024	21/06/2024	Approved
MM82	Section 62(1)(f)(iv), MFMA	Invoice: Drakenstein Municipality in the amount of R8948.90	21/06/2024	21/06/2024	Approved
MM82	Section 62(1)(f)(iv), MFMA	Invoice: Eskom (Mountain Breeze) in the amount of R23 722	24/06/2024	24/06/2024	Approved
MM82	Section 62(1)(f)(iv), MFMA	Invoice: Eskom (172 Merchant Street) in the amount of R6413.60 (energy consumption	24/06/2024	24/06/2024	Approved
MM82	Section 62(1)(f)(iv), MFMA	Invoice: Galeb trading in the amount of R1282	24/06/2024	24/06/2024	Approved

MM82	Section 62(1)(f)(iv), MFMA	Direct payment: Octofin (office rental hire charges) in the amount of R696 468.76	25/06/2024	25/06/2024	Approved
MM82	Section 62(1)(f)(iv), MFMA	Invoice: Office for you in the amount of R10 350	25/06/2024	25/06/2024	Approved
MM82	Section 62(1)(f)(iv), MFMA	Invoice: Polorama wholesalers in the amount of R2231.76	26/06/2024	26/06/2024	Approved
MM82	Section 62(1)(f)(iv), MFMA	Invoice: Nu-law firearms compliance in the amount of R118 799.78	27/06/2024	27/06/2024	Approved
MM82	Section 62(1)(f)(iv), MFMA	Invoice: Xcell environmental services in the amount of R41 389.59 (pest control)	27/06/2024	27/06/2024	Approved
MM82	Section 62(1)(f)(iv), MFMA	Invoice: Media 24 in the amount of R9066.60	27/06/2024	27/06/2024	Approved
MM82	Section 62(1)(f)(iv), MFMA	Invoice: Media 24 in the amount of R9066.60	27/06/2024	27/06/2024	Approved
MM82	Section 62(1)(f)(iv), MFMA	Invoice: Media 24 in the amount of R9066.60	27/06/2024	27/06/2024	Approved
MM82	Section 62(1)(f)(iv), MFMA	Invoice: Xeno Corp in the amount of R16 651.76 (geyser and basin)	27/06/2024	27/06/2024	Approved
MM82	Section 62(1)(f)(iv), MFMA	Invoice: Xeno Corp in the amount of R18 000 (maintenance equipment)	27/06/2024	27/06/2024	Approved
MM82	Section 62(1)(f)(iv), MFMA	Invoice: JC Verkoeling in the amount of R4600 (Library services) air-conditioning	27/06/2024	27/06/2024	Approved
MM82	Section 62(1)(f)(iv), MFMA	Invoice: JC Verkoeling in the amount of R5750 (Dorp Street) air-conditioning	27/06/2024	27/06/2024	Approved
MM82	Section 62(1)(f)(iv), MFMA	Invoice: JC Verkoeling in the amount of R3450 (Fire station) air-conditioning	27/06/2024	27/06/2024	Approved
MM82	Section 62(1)(f)(iv), MFMA	Invoice: JC Verkoeling in the amount of R1150 (NPK assess) air- conditioning	27/06/2024	27/06/2024	Approved
MM82	Section 62(1)(f)(iv), MFMA	Invoice: JC Verkoeling in the amount of R20 700 (Traffic department) air-conditioning	27/06/2024	27/06/2024	Approved
HR2	Conditions of Service (SALGBC)	Addendum to fixed term contracts for M Jacobs and E Maletzky	27/06/2024	27/06/2024	Approved
MM82	Section 62(1)(f)(iv), MFMA	Invoice: Nkutwala construction in an amount of R877 897.35 (BSM 27/24)	27/06/2024	27/06/2024	Approved
MM82	Section 62(1)(f)(iv), MFMA	Invoice: HCB valuations and services in the amount of R2500 (Erf 1962)	27/06/2024	27/06/2024	Approved
MM82	Section 62(1)(f)(iv), MFMA	Invoice: NJ and Sons in the amount of R17 053.09	27/06/2024	27/06/2024	Approved

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MM82	Section 62(1)(f)(iv), MFMA	Invoice: Xigombe Holding in the amount of R920 980.40 (BSM 24/22)	27/06/2024	27/06/2024	Approved
MM82	Section 62(1)(f)(iv), MFMA	Invoice: Turner and Townsend in the amount of R31 464 (structural maintenance)	29/06/2024	29/06/2024	Approved
MM82	Section 62(1)(f)(iv), MFMA	Invoice: ISA architects in the amount of R67 390 (upgrade Millenium Hall)	29/06/2024	29/06/2024	Approved
MM82	Section 62(1)(f)(iv), MFMA	Invoice: Archie Construction and maintenance: in the amount of R9260.45	29/06/2024	29/06/2024	Approved
MM82	Section 62(1)(f)(iv), MFMA	Invoice: Archie Construction and maintenance in the amount of R39925	29/06/2024	29/06/2024	Approved
MM82	Section 62(1)(f)(iv), MFMA	Invoice: Sterling Holding in the amount of R12 850	29/06/2024	29/06/2024	Approved
MM82	Section 62(1)(f)(iv), MFMA	Invoice: Sterling Holding in the amount of R13 050	29/06/2024	29/06/2024	Approved
MM82	Section 62(1)(f)(iv), MFMA	Invoice: Utshalomali in the amount of R77 426 (Hygiene services)	29/06/2024	29/06/2024	Approved
MM82	Section 62(1)(f)(iv), MFMA	Invoice: Sterling holdings in the amount of R125 100.04	29/06/2024	29/06/2024	Approved
MM82	Section 62(1)(f)(iv), MFMA	Invoice: Linares architects in the amount of R15 129.40	29/06/2024	29/06/2024	Approved
MM82	Section 62(1)(f)(iv), MFMA	Invoice: Vodacom in the amount of R146 004.61	29/06/2024	29/06/2024	Approved
MM82	Section 62(1)(f)(iv), MFMA	Invoice: Innovo Network in the amount of R49 543.73	29/06/2024	29/06/2024	Approved

8.	**REPORTS SUBMITTED BY THE EXECUTIVE MAYOR**

NONE

9.	**URGENT MATTERS**

NONE

10.	**MATTERS TO BE CONSIDERED IN-COMMITTEE**

SEE PINK DOCUMENTATION