STELLENBOSCH
STELLENBOSCH • PNIEL • FRANSCHHOEK

MUNICIPALITY • UMASIPALA • MUNISIPALITEIT

Ref no.3/4/2/5

2024-08-08

MAYORAL COMMITTEE MEETING

WEDNESDAY, 2024-08-14 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 **in the Council Chamber** on **Wednesday, 2024-08-14 at 10:00** to consider the attached agenda.

EXECUTIVE MAYOR, ALD GM VAN DEVENTER

CHAIRPERSON

AGENDA

MAYORAL COMMITTEE MEETING

2024-08-14

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APPENDIX 1

Confirmation of Minutes: Mayoral Committee Meeting: 2024-07-24

STELLENBOSCH
STELLENBOSCH • PNIEL • FRANSCHHOEK

MUNICIPALITY • UMASIPALA • MUNISIPALITEIT

Ref no.3/4/2/5

2024-07-24

MINUTES

MAYORAL COMMITTEE MEETING:

2024-07-24 AT 10:00

MINUTES

MAYORAL COMMITTEE MEETING

2024-07-24

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

Councillors: JC Anthony
R du Toit
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)
Head: Contract Management (Y van den Berg)
Senior Administration Officer (B Mgcushe (Ms))

****

1.	**OPENING AND WELCOME**

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

2.	**COMMUNICATION BY THE EXECUTIVE MAYOR**

- So just when we thought we were over the worst of the storms and floods, the winter has really settled in. I call on all our residents to be vigilant and careful. Please ensure you drive carefully and avoid low-lying areas. Localised flooding can still occur, and roads can be very slippery. Please ensure that time is factored in for longer travel times.

- Neem asseblief kennis dat die Direktoraat: Infrastruktuurdienste beplan om 'n nuwe brug oor die Dwarsrivier naby Lanquedoc te bou en die Lanquedoc-toegangspad op te gradeer. Die werk sal na verwagting omstreeks 29 Julie 2024 begin en die konstruksietydperk sal na verwagting 12 maande wees. Verkeer sal op die bestaande pad en brug geakkommodeer word.

- We would like to provide you with the latest update on the dam levels for the Western Cape Water Supply System as of 22 July 2024. This system is an integrated and collectively managed network of dams, pump stations, pipelines, and tunnels that not only services the Cape Town Metro but also supplies water to towns in the Cape Winelands, Overberg, West Coast, and Swartland areas. Additionally, it provides irrigation water for agriculture in these regions.

Here are the current levels of the major dams in the Western Cape Water Supply System:

Berg River 101.2%

Steenbras Lower 104.6%

Steenbras Upper 100.3%

Theewaterskloof 103.9%

Voëlvlei 82.8%

Wemmershoek 100.3%

Total 99.3%

- Stellenbosch se jaarlikse Wyndorp-viering loop uit op die ikoniese Stellenbosch Wynfees op 2-3 Augustus, 'n gekoesterde tradisie sedert 1973. Die geleentheid, wat in die historiese stadsaal gehou word, bevat ongeveer 60 van die land se topprodusente wat meer as 200 wyne aanbied om te proe, vergesel van 'n eindelose oestafel vol seisoenale en plaaslike lekkernye

- On a wet and rainy Mandela Day, the municipality, in collaboration with the Stellenbosch Academy of Sports, seized the opportunity to honour and celebrate some of the unsung heroes in our communities. Councillors were invited to nominate individuals within their wards who are making extraordinary efforts to improve the lives of those around them. These dedicated community members work tirelessly through initiatives such as sport, education, feeding schemes, entrepreneurship, community projects, cleaning programmes, and soup kitchens.

Recipients from various areas including Jamestown, Pniel, Raithby, Kayamandi, Cloetesville, Ida's Valley, and Franschhoek gathered today at the Stellenbosch Town Hall. They came together not only to receive their Community Hero medals but also to share their inspiring stories. Congratulations to all of today's honorees!

- Over the years the unauthorised and unattended excavations on the properties in Bird Street (Erven 7575 and 7576) have been in the news constantly due to its unsightly nature and the risks associated with environmental health and safety conditions, and which claimed the lives of two young adults in 2022.

Over the years the Municipality has continuously attempted to engage with the owner to pursue the development of the subject property, and consequently the excavations were never rehabilitated in anticipation that the property would eventually be developed. As no formal commitment could be obtained to develop the property, the Municipality proceeded to serve notices and demand that the property be rehabilitated to its former state. The owner did not comply with these notices and all avenues were exhausted to address the matter amicably.

With no apparent progress to facilitate the development of the property, and no conceivable probability that the owner will address the unauthorised excavations and/ or proceed with plans to develop the property, the Municipality instituted formal legal proceedings to address and resolve the unauthorised excavations.

The matter was placed on the court roll and was set down to be heard on 9 July 2024. The property owners elected to oppose the application of the Municipality at the very last minute, after which the court postponed the hearing to 17 October 2024 in order to permit all parties to submit responding papers to the court.

- Ons kan nie genoeg ons spanne by Infrastruktuur, Gemeenskapsdienste, Wetstoepassing en Rampbestuur bedank vir die ure wat hulle insit en die werk wat hulle verrig in die gure omstandighede nie. Namens al die inwoners van die Stellenbosch munisipaliteit sê ons weereens dankie vir julle onbaatsugtige diens en toewyding.

3.	**DISCLOSURE OF INTERESTS**

NONE

4.	**APPLICATIONS FOR LEAVE OF ABSENCE**

NONE

5.	**CONFIRMATION OF PREVIOUS MINUTES**

5.1 The minutes of the Mayoral Committee Meeting held on 2024-05-22 were **confirmed as correct without any amendments.**

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.

RECOMMENDATIONS FROM THE EXECUTIVE MAYOR, IN CONSULTATION WITH THE EXECUTIVE MAYORAL COMMITTEE, TO COUNCIL: 2024-07-24: ITEM 6.1

(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.

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

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.

RECOMMENDATIONS FROM THE EXECUTIVE MAYOR, IN CONSULTATION WITH THE EXECUTIVE MAYORAL COMMITTEE, TO COUNCIL: 2024-07-24: ITEM 6.2

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

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*

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.

RECOMMENDATIONS FROM THE EXECUTIVE MAYOR, IN CONSULTATION WITH THE EXECUTIVE MAYORAL COMMITTEE, TO COUNCIL: 2024-07-24: ITEM 6.3

(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.

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*

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.

RECOMMENDATIONS FROM THE EXECUTIVE MAYOR, IN CONSULTATION WITH THE EXECUTIVE MAYORAL COMMITTEE, TO COUNCIL: 2024-07-24: ITEM 6.4

(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.

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*

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.

RECOMMENDATIONS FROM THE EXECUTIVE MAYOR, IN CONSULTATION WITH THE EXECUTIVE MAYORAL COMMITTEE, TO COUNCIL: 2024-07-24: ITEM 6.5

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.

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.

RECOMMENDATIONS FROM THE EXECUTIVE MAYOR, IN CONSULTATION WITH THE EXECUTIVE MAYORAL COMMITTEE, TO COUNCIL: 2024-07-24: ITEM 6.6

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

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***

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.

RECOMMENDATIONS FROM THE EXECUTIVE MAYOR, IN CONSULTATION WITH THE EXECUTIVE MAYORAL COMMITTEE, TO COUNCIL: 2024-07-24: ITEM 7.1.1

(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.

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

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.

RECOMMENDATIONS FROM THE EXECUTIVE MAYOR, IN CONSULTATION WITH THE EXECUTIVE MAYORAL COMMITTEE, TO COUNCIL: 2024-07-24: ITEM 7.3.1

(a) that the access to area be confirmed;

(b) that the allocation to upcoming farmers for farming that is not invasive and harmful to the biodiversity be approved in principle and the item be brought back after allocation process was followed; and

(c) that the CFO confirms the financial situation regarding the recouping of the outstanding money.

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***

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.

EXECUTIVE MAYORAL COMMITTEE: 2024-07-24: ITEM 7.3.2

RESOLVED

(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; and

(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

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***

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.

EXECUTIVE MAYORAL COMMITTEE: 2024-07-24: ITEM 7.3.3

RESOLVED

(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;

(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.

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***

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.

EXECUTIVE MAYORAL COMMITTEE: 2024-07-24: ITEM 7.3.4

RESOLVED

(a) that the application be approved on a month-to-month basis until the property is sold;

(b) that the property be vacated after it is sold; and

(c) if an eviction process and demolition process must be followed it will be for the account of the lessee.

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***

7.3.5	APPLICATION FOR LEASE OF ERF 748 FRANSCHHOEK BY GH BUILDING SUPPLIES (PTY) LTD FOR STORAGE PURPOSES PARKING TRUCKS AND TRACTOR LOADER BACKHO AND STORAGE OF BUILDING MATERIALS

Collaborator No: 770292
IDP KPA Ref No: Good Governance
Meeting Date: 24 July 2024

1. SUBJECT:APPLICATION FOR LEASE OF ERF 748 FRANSCHHOEK BY GH BUILDING SUPPLIES (PTY) LTD FOR STORAGE PURPOSES PARKING TRUCKS AND TRACTOR LOADER BACKHO AND STORAGE OF BUILDING MATERIALS

2. PURPOSE

To consider the request from GH Building Supplies (Pty) Ltd to lease Erf 748 Franschhoek for the purposes of parking trucks and Tractor Loader Backho (TLB's) as well as storage of building material. There is a second item on the agenda regarding this erf for the lease of an existing cellphone base station on the erf.

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 the delegated authority to sign lease agreements on behalf of the Municipality.

4. EXECUTIVE SUMMARY

An application has been received from GH Building Supplies (Pty) Ltd for the lease of Erf 748 Franschhoek. The application is for the lease of the entire erf excluding the portion where there is an existing Telecommunications Tower. The application indicates that no permanent structures will be erected on the property and it is only needed for wholesale and retail of building materials and the parking of trucks and TLB's. They do not specify a period that they are interested in in leasing the premises.

The applicant further states that they have been supplying building materials such as sand, stone and bricks and providing services for plant hire, earthmoving and demolition in the Franschhoek area for over 30 years. They require a yard to continue delivering these services. They currently employ nine Franschhoek locals. The erf is zoned Industrial zone and is situated close to the Pick and Pay shopping centre as one enters Franschhoek. The applicants are already using the area for this purpose and our Land Use Inspectorate has given them notice to stop the use after receiving several complaints.

RECOMMENDATIONS FROM THE EXECUTIVE MAYOR, IN CONSULTATION WITH THE EXECUTIVE MAYORAL COMMITTEE, TO COUNCIL: 2024-07-24: ITEM 7.3.5

(a) that the land be identified as not required for the provision of basic Municipal Services;

(b) that the erf be sold on auction and that the market related price to be determined as the base price for the auction;

(c) that application to lease the property by GH Building Supplies is not approved.

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***

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.

EXECUTIVE MAYORAL COMMITTEE: 2024-07-24: ITEM 7.3.6

RESOLVED

(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 at a market related price.

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***

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.

EXECUTIVE MAYORAL COMMITTEE: 2024-07-24: ITEM 7.3.7

RESOLVED

(a) that the application be not approved as it is in the entrance to throughfare; and

(b) that the applicant may display a sign to indicate where they are if not well marked from Plein Street.

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***

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.

EXECUTIVE MAYORAL COMMITTEE: 2024-07-24: ITEM 7.3.8

RESOLVED

(a) that the applications for the lease of current site is not supported and approved at this stage;

(b) that this Matter be referred back to Administration for further investigation by the Planning department; and

(c) Community services investigate the heritage site.

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***

7.3.9	**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.

RECOMMENDATIONS FROM THE EXECUTIVE MAYOR, IN CONSULTATION WITH THE EXECUTIVE MAYORAL COMMITTEE, TO COUNCIL: 2024-07-24: ITEM 7.3.9

(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 authorized 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.

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***

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.

EXECUTIVE MAYORAL COMMITTEE: 2024-07-24: ITEM 7.3.10

RESOLVED

(a) that this item be referred back for confirmation of zoning,

(b) that a letter must be sent to the Western Cape Education department to find out when will the transfer of the property will be done;

(c) that a notice be given to the people in these properties to vacate the properties and take appropriate legal action where required; and

(d) that a Status report on these properties must submitted every second month.

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 is included for completeness' sake despite it been received late.

RECOMMENDATIONS FROM THE EXECUTIVE MAYOR, IN CONSULTATION WITH THE EXECUTIVE MAYORAL COMMITTEE, TO COUNCIL: 2024-07-24: ITEM 7.3.11

that the item be referred to Council for consideration.

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

1. PURPOSE

To obtain Council's approval for the disposal of a portion of erf 9190, Technopark, to Protea Hotel.

2. DELEGATED AUTHORITY

For decision by Municipal Council.

3. 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.

RECOMMENDATIONS FROM THE EXECUTIVE MAYOR, IN CONSULTATION WITH THE EXECUTIVE MAYORAL COMMITTEE, TO COUNCIL: 2024-07-24: ITEM 7.3.11

that the item be referred to Council for consideration.

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**

Item withdrawn.

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.

RECOMMENDATIONS FROM THE EXECUTIVE MAYOR, IN CONSULTATION WITH THE EXECUTIVE MAYORAL COMMITTEE, TO COUNCIL: 2024-07-24: ITEM 7.4.1

that Council takes note of the INCA Capacity Building Study Tour Report 2024 attached hereto as **ANNEXURE "A"**.

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

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.

RECOMMENDATIONS FROM THE EXECUTIVE MAYOR, IN CONSULTATION WITH THE EXECUTIVE MAYORAL COMMITTEE, TO COUNCIL: 2024-07-24: 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	**Nombulelo Zwane**
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

RECOMMENDATIONS FROM THE EXECUTIVE MAYOR, IN CONSULTATION WITH THE EXECUTIVE MAYORAL COMMITTEE, TO COUNCIL: 2024-07-24: ITEM 7.6.2

that the Water Services Development Plan Performance- and Water Services Audit Report be noted by Council.

FOR FURTHER DETAILS CONTACT:

NAME	**Shane Chandaka**
POSITION	**Director Infrastructure Services**
DIRECTORATE	**Infrastructure Services**
CONTACT NUMBERS	**021 808 8815**
E-MAIL ADDRESS	shane.chandaka@**stellenbosch.gov.za**
REPORT DATE	**11 July 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	**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.

RECOMMENDATIONS FROM THE EXECUTIVE MAYOR, IN CONSULTATION WITH THE EXECUTIVE MAYORAL COMMITTEE, TO COUNCIL: 2024-07-24: ITEM 7.8.1

Amended recommendations to be drafted by MM before serving at Council for consideration.

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**

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

1. 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.

2. DELEGATED AUTHORITY

Council

3. 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.

RECOMMENDATIONS FROM THE EXECUTIVE MAYOR, IN CONSULTATION WITH THE EXECUTIVE MAYORAL COMMITTEE, TO COUNCIL: 2024-07-24: ITEM 7.8.2

(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.

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
E-MAIL ADDRESS	Bernabe.delabat@stellenbosch.gov.za
REPORT DATE	10 June 2024

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.

RECOMMENDATIONS FROM THE EXECUTIVE MAYOR, IN CONSULTATION WITH THE EXECUTIVE MAYORAL COMMITTEE, TO COUNCIL: 2024-07-24: ITEM 7.8.3

Amended recommendations to be drafted by MM before serving at Council for consideration.

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***

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.

RECOMMENDATIONS FROM THE EXECUTIVE MAYOR, IN CONSULTATION WITH THE EXECUTIVE MAYORAL COMMITTEE, TO COUNCIL: 2024-07-24: ITEM 7.11.1

that the signed Performance Agreements 2024/25 of the Municipal Manager, the CFO, and the Directors be noted.

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

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

RECOMMENDATIONS FROM THE EXECUTIVE MAYOR, IN CONSULTATION WITH THE EXECUTIVE MAYORAL COMMITTEE, TO COUNCIL: 2024-07-24: ITEM 7.11.2

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.

FOR FURTHER DETAILS CONTACT:

NAME	Lesley van Gensen
POSITION	***Manager: Economic Development and Tourism***
DIRECTORATE	***Planning and Economic Development***
CONTACT NUMBERS	***021 808 8179***
E-MAIL ADDRESS	*Lesley.vanGensen@stellenbosch.gov.za*
REPORT DATE	***31 May 2024***

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.

Compliance with Council's System of Delegations and all applicable legislation.

RECOMMENDATIONS FROM THE EXECUTIVE MAYOR, IN CONSULTATION WITH THE EXECUTIVE MAYORAL COMMITTEE, TO COUNCIL: 2024-07-24: ITEM 7.11.3

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).

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

8.	REPORTS SUBMITTED BY THE EXECUTIVE MAYOR

NONE

9.	URGENT MATTERS

NONE

10.	MATTERS TO BE CONSIDERED IN-COMMITTEE

SEE PINK DOCUMENTATION

The meeting adjourned at 12:20

CHAIRPERSON: ……

DATE: ……

Confirmed on ……

6.	**STATUTORY MATTERS**

6.1	**SDF / IDP / BUDGET TIME SCHEDULE / PROCESS PLAN 2025/26**

Collaborator No: **771524**
IDP KPA Ref No: **Good Governance and Compliance**
Meeting Date: **14 August 2024**

1. SUBJECT:SDF / IDP / BUDGET TIME SCHEDULE / PROCESS PLAN 2025/26

2. PURPOSE

To table to the Council for consideration and approval:

(a) The SDF / IDP / Budget Time Schedule / Process Plan 2025/26, attached as **ANNEXURE A.**

3. DELEGATED AUTHORITY

Council.

4. EXECUTIVE SUMMARY

Each municipality is legally required to adopt a time schedule stipulating the key strategic activities and deadlines 10 months before the start of the new financial year.

The Spatial Development Framework (SDF) / Integrated Development Plan (IDP) / Budget Time Schedule / Process Plan for 2025/26 outlines the key strategic activities and public participation processes that will guide the planning, drafting, and adoption of the **3rd review of the 5th Generation IDP 2022 – 2027** and the Medium – Term Revenue Expenditure Framework (Budget) for the period 2025/26 – 2027/28.

The SDF / IDP / Budget Time Schedule / Process Plan for 2025/26 is, therefore, compiled in terms of Section 21(1)(b) of the Local Government: Municipal Finance Management Act, 2003 (Act No. 56 of 2003) (MFMA), which states that "the mayor of a municipality **must** –

at least **10 months** before the start of the budget year table in the municipal council a time schedule outlining key deadlines for –

(i) the preparation, tabling and approval of the annual budget;
(ii) the annual review of-
  (aa) the integrated development plan in terms of section 34 of the Municipal Systems Act; and
  (bb) the budget-related policies;
(iii) the tabling and adoption of any amendments to the integrated development plan and budget-related policies; and
(iv) any consultative processes forming part of the processes referred to in subparagraphs (i), (ii) and (iii)

The SDF / IDP / Budget Time Schedule / Process Plan for 2025/26 is also compiled in terms of Section 29 of the Local Government: Municipal Systems Act, 2000 (Act No. 32 of 2000) (MSA).

Section 29(1) of the MSA specifies that:

The process followed by a municipality to draft its integrated plan, including its consideration and adoption of the draft plan, must-

(a) be in accordance with a predetermined programme specifying timeframes for the different steps;
(b) through appropriate mechanisms, processes and procedures established in terms of Chapter 4, allow for:
  (i) the local community to be consulted on its development needs and priorities;
  (ii) the local community to participate in the drafting of the integrated development plan; and
  (iii) organs of state, including traditional authorities and other role players to be identified and consulted on the drafting of the integrated development plan;
(c) provide for the identification of all plan and planning requirements binding on the municipality in terms of national and provincial legislation; and
(d) be consistent with any other matters that may be prescribed by regulation.

In preparation for the drafting of the 3rd review of the 5th Generation IDP 2022 – 2027, the public participation period will be from 09 – 30 September 2024, to allow members of the community and stakeholders sufficient time to submit written input and to make oral representations for consideration during the review process of the IDP.

The IDP public participation open days are provisionally scheduled to be held from 10 – 16 September 2024. The IDP public participation open days schedule will be published in the local newspaper, on the municipal website, on the notice boards of libraries, and on social media platforms (Facebook, *X*, Stellenbosch Citizens App, WhatsApp, and Email).

5. RECOMMENDATIONS

(a) that the Council adopts the SDF / IDP / Budget Time Schedule / Process Plan for 2025/26 for the compilation of the annual budget in terms of Section 21(1) of the MFMA and Section 29 of the MSA to guide the planning, drafting, and adoption of the 3rd review of the 5th Generation IDP 2022 – 2027, attached as **ANNEXURE A**; and

(b) that an advertisement is placed on the official website of the municipality and in the local newspaper notifying the public of the adopted SDF / IDP /Budget Time Schedule / Process Plan for 2025/26.

6. DISCUSSION

6.1 Background

The SDF / IDP / Budget are inextricably linked with one another, and this link has been formalised through the promulgation of the MFMA.

The requirements for a time schedule are outlined in Section 21(1) of the MFMA and indicate:

The Mayor of a municipality must –

(a) coordinate the processes for preparing the annual budget and for reviewing the municipality's integrated development plan and budget-related policies to ensure that the tabled budget and any revisions of the integrated development plan and budget-related policies are mutually consistent and credible;

(b) at least 10 months before the start of the budget year, table in the municipal council a time schedule outlining key deadlines for–

(i) the preparation, tabling and approval of the annual budget;
(ii) the annual review of –
aa) the integrated development plan in terms of section 34 of the Municipal Systems Act; and

bb) the budget-related policies.

(iii) the tabling and adoption of any amendments to the integrated development plan and the budget-related policies; and

(iv) any consultative processes forming part of the processes referred to in subparagraphs (i), (ii) and (iii).

The new planning dispensation includes the Spatial Planning and Land Use Management Act, 2013 (Act No.16 of 2013) (SPLUMA), the Western Cape Land Use Planning Act, 2014 (Act No. 3 of 2014), and the Stellenbosch Municipal Planning By-law, 2015, which imposes new requirements to compile or amend a municipal Spatial Development Framework (*m*SDF).

The SDF / IDP / Budget Time Schedule for 2025/26 also takes cognizance of the regulatory framework for the **review**, **amendment,** and **approva**l of the SDF, IDP, Budget, and the annual Service Delivery and Budget Implementation Plan (SDBIP). The SDBIP is the implementation tool to give effect to those objectives and targets as indicated in the IDP and Budget. The importance of synchronising the timelines for the amendment and revision of the IDP and Annual Budget with those of the SDBIP is captured in Section 41 of the MSA, which states that:

Section 41:

"(1) A municipality must in terms of its performance management system and in accordance with any regulations and guidelines that may be prescribed –

(a) set appropriate key performance indicators as a yardstick for measuring performance, including outcomes and impact, with regard to the municipality's development priorities and objectives set out in its integrated development plan".

Section 26(e) of the MSA refers to the municipal SDF as a 'core component' of the municipal IDP and requires that the IDP reflect an mSDF, which must include the provision of basic guidelines for a land use management system for the municipality.

6.2 Financial Implications

There are no financial implications beyond that which was approved in the 2024/25 MTREF Budget.

6.3 Legal Implications

In accordance with Section 21(1)(b) of the MFMA, "the mayor of a municipality must –

at least 10 months before the start of the budget year table in the municipal council a time schedule outlining key deadlines for –

(i) the preparation, tabling and approval of the annual budget;
(ii) the annual review of-
(aa) the integrated development plan in terms of section 34 of the Municipal Systems Act; and
(bb) the budget-related policies;
(iii) the tabling and adoption of any amendments to the integrated development plan and budget-related policies; and
(iv) any consultative processes forming part of the processes referred to in subparagraphs (i), (ii) and (iii)

Section 29(1) of the MSA further specifies that:

The process followed by a municipality to draft its integrated development plan, including its consideration and adoption of the draft plan, must –

(a) be *in accordance with a predetermined programme specifying timeframes for the different steps;*
(b) through appropriate mechanisms, processes and procedures established in terms of Chapter 4, allow for-
(iv) the local community to be consulted on its development needs and priorities;
(v) the local community to participate in the drafting of the integrated development plan; and
(vi) organs of state, including traditional authorities and other role players to be identified and consulted on the drafting of the integrated development plan;
(c) provide for the identification of all plan and planning requirements binding on the municipality in terms of national and provincial legislation; and
(d) be consistent with any other matters that may be prescribed by regulation.

Section 41 of the MSA also states that:

(1) A municipality must in terms of its performance management system and in accordance with any regulations and guidelines that may be prescribed –

(b) set appropriate key performance indicators as a yardstick for measuring performance, including outcomes and impact, with regard to the municipality's development priorities and objectives set out in its integrated development plan".

In terms of Section 26(e) of the Local Government: Municipal Systems Act, 2000 (Act No. 32 of 2000) (MSA), states that *"an integrated development plan must reflect- …a spatial development framework which must include the provision of basic guidelines for a land use management system for the municipality*…"

Furthermore, Section 34 of the Local Government: Municipal Systems Act, 2000 (Act No. 32 of 2000) (MSA) prescribes that the Municipal Council:–

"(*b) may amend its integrated development plan in accordance with a prescribed process.*

The process referred to in Section 34(b) of the MSA is further regulated by Regulations 3(1) – (6) of the Local Government: Municipal Planning and Performance Management Regulations, 2001, which reads as follows:

3 (1) Only a member or committee of a municipal council may introduce a proposal for amending the municipality's integrated development plan in the council.

(2) Any proposal for amending a municipality's integrated development plan must be-

(a) accompanied by a memorandum setting out the reasons for the proposal; and

(b) aligned with the framework adopted in terms of section 27 of the Act.

(3) An amendment to a municipality's integrated development plan is adopted by a decision taken by a municipal council in accordance with the rules and orders of the council.

(4) No amendment to a municipality's integrated development plan may be adopted by the municipal council unless-

(a) all the members of the council have been given reasonable

notice;

(b) the proposed amendment has been published for public comment for a period of at least 21 days in a manner that allows the public an opportunity to make representations with regard to the proposed amendment;
(c) the municipality, if it is a district municipality, has complied with sub regulation (5); and
(d) the municipality, if it is a local municipality, has complied with sub regulation (6).

(5) A district municipality that considers an amendment to its integrated development plan must-

(a) consult all the local municipalities in the area of the district

municipality on the proposed amendment; and

(b) take all comments submitted to it by the local municipalities in

that area into account before it takes a final decision on the

proposed amendment.

(6) A local municipality that considers an amendment to its integrated development plan must-

(a) consult the district municipality in whose area it falls on the proposed amendment; and
(b) take all comments submitted to it by the district municipality into account before it takes a final decision on the proposed amendment.

6.4 <u>Staff Implications</u>

This report has no additional staff implications for the municipality.

6.5 Risk Implication

This report has no direct risk implications for the municipality.

6.6 Previous / Relevant Council Resolutions

Not applicable.

6.7 Comments from Senior Management

6.7.1 Director: Community and Protection Services

Supported.

6.7.2 Chief Financial Officer

Supported.

6.7.3 Director: Infrastructure Services

Supported.

6.7.4 Director: Corporate Services

Supported.

6.7.5 Director: Planning and Economic Development

Supported.

6.7.6 Comments from the Municipal Manager

Supported.

ANNEXURES

Annexure A: SDF / IDP / BUDGET TIME SCHEDULE / PROCESS PLAN 2025/26

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	01 August 2024

ANNEXURE A

STELLENBOSCH
STELLENBOSCH • PNIEL • FRANSCHHOEK
MUNISIPALITEIT • UMASIPALA • MUNICIPALITY

SDF / IDP / BUDGET TIME SCHEDULE / PROCESS PLAN FOR 2025/26

(In accordance with Section 21(1)(b) of the Local Government: Municipal Finance Management Act, 2003 (Act No. 56 of 2003) and Section 29 of the Local Government: Municipal Systems Act, 2000 (Act No. 32 of 2000) and the Regulations made under these Acts)

ACTIVITY / TASK		LEGISLATIVE REQUIREMENTS	TARGET DATES						RESPONSIBLE OFFICIAL
NO	DESCRIPTION		IDP/ PP	SDF	DISASTER MANAGEMENT	BUDGET	PMS	REPORTING	
AUGUST 2024									
1	Place 4th Quarter Performance Report 2023/24 on website **(must be placed on the website not later than 5 days)** after its tabling in the council or on the date on which it must be made public, which ever occurs first)	MFMA - Section 75 (2) MSA 21(b)						01 August 2024	Manager: Financial Statements, Compliance and Reporting
2	Submit 4th Quarter Performance Report 2023/24 - SDBIP and Financial Performance Reports to National and Provincial Treasury	MPPMR - Reg 13						07 August 2024	Manager: Financial Statements, Compliance and Reporting
3	Executive Mayor and Mayoral Committee considers the 2024/25 Roll-Over Adjustments Budget	MFMA - Sec 28(2)(e) MBRR - Reg 23(5)				14 August 2024			Snr Manager: Financial Management Services
4	Executive Mayor and Mayoral Committee recommend that **SDF/IDP/Budget Time Schedule / Process Plan (at least 10 months before the start of the budget year)** be approved by the Council	MFMA - Sec 21(1)(b)	**14 August 2024**	**14 August 2024**					**Manager: IDP/PMS/PP**
5	Council considers the 2024/25 Roll-Over Adjustments Budget **(to be tabled before 25 August 2024)**	MFMA - Sec 28(2)(e) MBRR - Reg 23(5)				**21 August 2024**			**Snr Manager: Financial Management Services**
6	Council approve the **SDF/IDP/Budget Time Schedule / Process Plan for 2025/26** (at least 10 months before the start of the budget year)	MFMA - Sec 21(1)(b)	**21 August 2024**	**21 August 2024**		**21 August 2024**			**Manager: IDP/PMS/PP**
7	Place the 2024/25 Roll-Over Adjustments Budget on the website **(must be placed on the website not later than 5 days after its tabling in the council or on the date on which it must be made public, whichever occurs first)**	MFMA - Sec 75(2) MSA - Sec 21(b)				28 August 2024			Manager: Budget and Costing
8	Place an advertisement to notify the public of the approved SDF/IDP/Budget Time Schedule on the municipal website, and local newspaper	MSA - Sec 21, 21A, 28(3)	30 August 2024	30 August 2024					Manager: IDP/PMS/PP

ACTIVITY / TASK		LEGISLATIVE REQUIREMENTS	TARGET DATES						RESPONSIBLE OFFICIAL
NO	DESCRIPTION		IDP/ PP	SDF	DISASTER MANAGEMENT	BUDGET	PMS	REPORTING	
9	Submit the Annual Financial Statements (AFS) and Annual Performance Report (APR) 2023/24 to the Auditor-General of South Africa (AGSA) for auditing **(the accounting officer of a municipality must prepare the annual financial statements of the municipality within 2 months after the end of the financial year to which those statements relate and submit the statements to the Auditor-General for auditing)**	MFMA Sec 126 (1)(a) MSA - Sec 46 (1) (2)					**31 August 2024**	**31 August 2024**	**Chief Financial Officer** **Manager: IDP/PMS/PP**
SEPTEMBER 2024									
10	Submit the **Budget** to the National- and Provincial Treasury as prescribed by legislation	MFMA - Sec 22(b) MBRR - Reg 20				04 September 2024			Manager: Budget and Costing
11	District IDP Managers Forum	MSA Section 24	06 September 2024						Manager: IDP/PMS/PP
12	**IDP Public Participation period commences:** during this period the community and stakeholders will be able to submit inputs for the 3rd review of the 5th Generation IDP 2022 - 2027 and MSDF	MSA Section 29(1)(b)(I)	09 - 30 September 2024	09 - 30 September 2024					**Manager: IDP/PMS/PP**
13	**Host IDP Public Participation Open Days** for the 3rd review of the 5th Generation IDP 2022 – 2027 and MSDF	MSA Section 29(1)(b)(I)	10 - 16 September 2024	10 - 16 September 2024					**Manager: IDP/PMS/PP**
14	Review of the Long Term Financial Plan	MSA Section 26(a)				02 September 2024 - 31 March 2025			Senior Manager: Financial Management Services
OCTOBER 2024									
15	Capture and refine all community inputs from the needs analysis process and stakeholder engagement	Not Applicable	01 - 18 October 2024	01 - 18 October 2024					Manager: IDP/PMS/PP
16	Finalise all IDP inputs (Chapters) and distribute to all municipal departments for input and revisions / amendments	MSA Section 34	25 October 2024	25 October 2024					Manager: IDP/PMS/PP
17	Submission of priority requests to the sector departments and the district municipality	Not Applicable	25 October 2024						Manager: IDP/PMS/PP
18	The formulation of disaster strategies: prevention and mitigation strategies, vulnerability reduction strategies, capacity building, Contingency building, and Emergency preparedness	DM Act, No 57 of 2002, Section 53(1) (a-d), Section 53(2)(a)			30 October 2024				Manager: Fire and Disaster

ACTIVITY / TASK		LEGISLATIVE REQUIREMENTS	TARGET DATES						RESPONSIBLE OFFICIAL
NO	DESCRIPTION		IDP/ PP	SDF	DISASTER MANAGEMENT	BUDGET	PMS	REPORTING	
19	Submit the Quarter 1 MFMA S52 Quarterly Report Performance Assessment Report 2024/25 for the **period ending 30 September 2024** on the implementation of the budget and financial state of affairs of the municipality to the Council	MFMA - Sec 52(d) MFMA - Sec 71(1) MBRR - Reg 28						**30 October 2024**	**Manager: Financial Statements, Compliance and Reporting**
20	Submit Quarter 1 MFMA S52 Quarterly Report Performance Assessment Report 2024/25 - SDBIP and Finance Performance Reports to National and Provincial Treasury	MFMA - Sec 75(2) MSA - Sec 21(b)						30 October 2024	Manager: Financial Statements, Compliance and Reporting
21	Operationalise disaster management in the municipality by means of identifying projects such as setting up the relevant structures	DM Act, No 57 of 2002, Section 53(1) (a-d), Section 53(2)(a)			30 October 2024				Manager: Fire and Disaster
NOVEMBER 2024									
22	Directorates to submit inputs for the 2024/25 Operating and Capital Mid-Year Adjustments Budget to the Manager: Budgeting and Costing	MFMA - Section 28				04 November 2024			Manager: Budget and Costing
23	Directorates complete the template for 2025 - 2028 Capital and Operational Budget for Budget Prioritisation	MFMA - Section 21 MSA Section 26(h)				04 November 2024			Manager: Budget and Costing
24	Place the Quarter 1 MFMA S52 Quarterly Report Performance Assessment Report 2024/25 on the municipal website **(must be placed on the website not later than 5 days after its tabling in the council or on the date on which it must be made public, which ever occurs first)**	MFMA - Sec 75(2) MSA - Sec 21(b)						04 November 2024	Manager: Financial Statements, Compliance and Reporting
25	Identify all plans and planning requirements binding on the municipality in terms of national and provincial legislation	MSA - Sect 29(1)(c)	01 - 30 November 2024						Manager: IDP/PMS/PP
26	**Submit to the Council a consolidated report on the IDP public participation input and comments received during September / October for consideration**	MSA Section 34(a)	**27 November 2024**						**Manager: IDP/PMS/PP**
27	Operationalise disaster management in the municipality by means of identifying projects such as setting up the relevant structures	DM Act, No 57 of 2002, Section 53(1) (a-d), Section 53(2)(a)			29 November 2024				Manager: Fire and Disaster

ACTIVITY / TASK		LEGISLATIVE REQUIREMENTS	TARGET DATES						RESPONSIBLE OFFICIAL
NO	DESCRIPTION		IDP/ PP	SDF	DISASTER MANAGEMENT	BUDGET	PMS	REPORTING	
DECEMBER 2024									
28	District IDP Managers Forum	MSA - Sec 24	04 December 2024						Manager: IDP/PMS/PP
29	Design of disaster management projects	DM Act, No 57 of 2002, Section 53(1) (a-d), Section 53(2)(a)			30 December 2024				Manager: Fire and Disaster
JANUARY 2025									
30	MAYCO considers and adopts the **2024/25 Adjustments Budget** and **Revised SDBIP 2024/25**	MFMA - Sec 28 MBRR - Part 4				**22 January 2025**	**22 January 2025**		**Snr Manager: Financial Management Services and Manager: IDP/PMS/PP**
31	Submit Mid-Year Budget and Performance Assessment Report 2024/25 to Executive Mayor	MFMA - Sec 72				22 January 2025	22 January 2025		Manager: IDP/PMS/PP
32	Submit Mid-Year Budget and Performance Reports 2024/25 to Provincial Treasury and National Treasury by 25 January	MFMA - Section 72(1)(b) MBRR - Reg 35						24 January 2025	Manager: IDP/PMS/PP and Manager: Financial Statements, Compliance and Reporting
33	Council considers the **2024/25 Adjustments Budget and Revised TL SDBIP 2024/25**	MFMA - Sec 28 MBRR - Part 4 MSA - Sec 28 and 29				**29 January 2025**	**29 January 2025**		**Snr Manager: Financial Management Services and Manager: IDP/PMS/PP**
34	Submit the Quarter 2 MFMA S52 Quarterly Report Performance Assessment Report 2024/25 for the **period ending 31 December 2024** on the implementation of the budget and financial state of affairs of the municipality to the Council	MFMA - Sec 52(d) MFMA - Sec 71(1) MBRR - Reg 29						**29 January 2025**	**Manager: Financial Statements, Compliance and Reporting and Manager: IDP/PMS/PP**
35	Submit the MFMA S72 Mid-Year Budget and Performance Assessment Report 2024/25 to the Council	MFMA - Section 72(1)(b) MBRR - Reg 35				**29 January 2025**	**29 January 2025**	**29 January 2025**	**Manager: Financial Statements, Compliance and Reporting and Manager: IDP/PMS/PP**

ACTIVITY / TASK		LEGISLATIVE REQUIREMENTS	TARGET DATES						RESPONSIBLE OFFICIAL
NO	DESCRIPTION		IDP/ PP	SDF	DISASTER MANAGEMENT	BUDGET	PMS	REPORTING	
36	Council considers the **Draft Annual Report 2023/24** before advertising it for public comment	MFMA - Sec 127					**29 January 2025**	**29 January 2025**	**Manager: IDP/PMS/PP and Senior Manager: Financial Management Services**
37	Council considers the **MSDF/CEF review recommendations**, and decides if the review process introduces a proposal for amending the MSDF due to a) the outcomes of the review or b) due to 'changing circumstances', including deciding on the establishment of an Intergovernmental Steering Committee (ISC)	MSA - Section 3(1) LUPA - Section 11(a) & (b)		**29 January 2025**					**Senior Manager: Development Planning**
FEBRUARY 2025									
38	Make public the Mid-Year Budget and Performance Report 2024/25 in the local newspaper and on municipal website	MFMA - Section 75 (2) MSA - Sec 21(b)				05 February 2025		05 February 2025	Manager: Financial Statements, Compliance and Reporting and Manager: IDP/PMS/PP
39	Submit the **Draft Annual Report 2023/24**, within five (5) days via e-mail and hard copy to the National Treasury, the Western Cape Department of Local Government, the Western Cape Provincial Treasury and the Auditor General	MFMA - Section 127(5)(b)					**05 February 2025**		**Manager: IDP/PMS/PP**
40	Place the Quarter 2 MFMA S52 Quarterly Report Performance Assessment Report 2024/25 on the municipal website	MFMA - Section 75 (2) MSA - Sec 21(b)						**05 February 2025**	Manager: Financial Statements, Compliance and Reporting
41	Place an advertisement in local newspaper to notify the public and other stakeholders to submit written comments on the **Draft Annual Report 2023/24**	MFMA - Sec 127(5)(a) MSA - Sec 21A					06 February 2025		Manager: IDP/PMS/PP
42	Table the draft Annual Report 2023/24 to the MPAC to consider and evaluate the content of the Draft Annual Report 2023/24	MFMA 127 and 129 (1)					**10 - 14 February 2025**		**Manager: IDP/PMS/PP**
43	Advertise the approved **Adjustments Budget 2024/25 and Revised SDBIP 2024/25** and submit budget and B Schedules to National Treasury and Provincial Treasury as required per legislation **(within 10 working days)**	MFMA - Sec 28(7) MSA - Sec 21A MBRR - Part 4				**12 February 2025**	**12 February 2025**		Manager: Budget and Costing and Manager: IDP/PMS/PP
44	**Public Hearing:** Consultation on the Draft Annual Report 2023/24 with the community and interested stakeholders	MFMA - Sec 127(5) MFMA - Sec 127(6)					12 February 2025		Manager: IDP/PMS/PP

ACTIVITY / TASK		LEGISLATIVE REQUIREMENTS	TARGET DATES						RESPONSIBLE OFFICIAL
NO	DESCRIPTION		IDP/ PP	SDF	DISASTER MANAGEMENT	BUDGET	PMS	REPORTING	
45	Feedback from officials confirming internal arrangements if the Draft Annual Report 2023/24 content is credible, reliable and accurate. (Modification to the report before tabling it to the Council)	MFMA Sec 121 and 122					19 February 2025		Manager: IDP/PMS/PP
46	**Annual (2023/24) and Mid-year (2024/25) Performance Assessments** for the Municipal Manager and Managers directly accountable to the Municipal Manager	MPPMR - Reg 13 GN 21- 17/01/2014					**26 February 2025**		**Manager: IDP/PMS/PP**
47	Complete tariff setting exercise for 2025/26	MFMA Section 17				28 February 2025			Manager: Budget and Costing
48	Review the current Budget and Related Policies / By-laws inputs and newly needed budget related policies	MFMA - Sec 21 MBRR - Part 3				28 February 2025			Snr Manager: Financial Management Services
49	Technical Integrated Municipal Engagements **(TIME)**	MSA - Chapter 5	28 February 2025						Municipal Manager
MARCH 2025									
50	District IDP Managers' Forum	MSA - Sec 24	07 March 2025						Manager: IDP/PMS/PP
51	Compilation of the Disaster Management Plan	DM Act, No 57 of 2002, Section 53 (1)(a-d) Section 53(2)(a))			15 March 2025				Manager: Fire and Disaster
52	MAYCO meeting to consider the draft IDP, draft Budget and draft SDBIP 2025/26	MFMA - Sec 24	**19 March 2025**			**19 March 2025**	**19 March 2025**		**Manager: IDP/PMS/PP and Snr Manager: Financial Management Services**
53	Council considers the Oversight Report and Annual Report 2023/24 for approval	MFMA - Sec 129					26 March 2025		Manager: IDP/PMS/PP
54	Review the municipality's Performance Management System (PMS) - submit the Revised Performance Management Policy to the Council	MPPR - Reg 3(4)(b) and Reg 11(2)					26 March 2025		Manager: IDP/PMS/PP
55	Submission of the **draft IDP, Budget, tariffs, budget related policies and SDBIP (at least 90 days before the start of the budget year)** to the Council for approval for the purpose of obtaining public comment and inputs **(21 days)**	MFMA - Sec 16(2) MSA - Sec 25 MBRR - Part 3	**26 March 2025**			**26 March 2025**	**26 March 2025**		**Manager: IDP/PMS/PP and Snr Manager: Financial Management Services**

ACTIVITY / TASK		LEGISLATIVE REQUIREMENTS	TARGET DATES						RESPONSIBLE OFFICIAL
NO	DESCRIPTION		IDP/ PP	SDF	DISASTER MANAGEMENT	BUDGET	PMS	REPORTING	
56	Submit the **Budget** to National and Provincial Treasury, as prescribed by legislation	MFMA - Sec 22(b) MBRR - Reg 20				26 March 2025			Manager: Budget and Costing
57	The Cape Winelands District Municipality (CWDM) to table their draft 3rd review IDP and Budget to its Council	MFMA - Sec 16(2) MSA - Sec 25 (b)(c) MBRR - Part 3	**27 March 2025**						**Cape Winelands District Municipality**
APRIL 2025									
58	Place an advertisement for the Annual Report Oversight Report and the Annual Report 2023/24 to be released for information which must be placed on the municipal website within **five (5) days** after it is approved	MFMA - Sec 129(3) MFMA - Sec 75 ©					01 April 2025		Manager: IDP/PMS/PP
59	Distribute the Annual Report Oversight Report and Annual Report 2023/24 to all municipal offices and libraries for information	MFMA - Sec 129(3)					03 April 2025		Manager: IDP/PMS/PP
60	Submit the **Draft IDP**, **Draft SDBIP 2025/26** to Department of Local Government, National and Provincial Treasury, prescribed national or provincial organs of state and to other municipalities affected by the IDP and budget	MFMA - Sec 22(b) MSA - Sec 29(3)(b) MSA - Sec 32(1) MBRR - Reg 20	04 April 2025				04 April 2025		Manager: IDP/PMS/PP
61	Advertise the **Draft IDP and Draft Budget** and other required documents and provide at least **21 days** for public comments and written submissions	MFMA - Sec 22(a) MSA - Sec 21A, 42 MPPMR - Reg 15(3)	**07 - 29 April 2025**			**07 - 29 April 2025**	**07 - 29 April 2025**		Manager: IDP/PMS/PP and Manager: Budget and Costing
62	**Host IDP and Budget Public Participation Meetings:** to consult on the Draft IDP, Draft SDBIP 2025/26 and Draft Budget	MFMA - Sec 22(a) MSA - Sec 21A, 42 MPPMR - Reg 15(3)	**08 - 14 April 2025**			**08 - 14 April 2025**	**08 - 14 April 2025**		**Manager: IDP/PMS/PP and Manager: Budget and Costing**
63	Submit the Quarter 3 MFMA S52 Quarterly Report Performance Assessment Report 2024/25 for period **ending 31 March 2025** on implementation of the budget and financial state of affairs of the Municipality to the Council	MFMA - Sec 52(d) MFMA - Sec 71(1) MBRR - Reg 29						**30 April 2025**	**Manager: Financial Statements, Compliance and Reporting and Manager: IDP/PMS/PP**

ACTIVITY / TASK		LEGISLATIVE REQUIREMENTS	TARGET DATES						RESPONSIBLE OFFICIAL
NO	DESCRIPTION		IDP/ PP	SDF	DISASTER MANAGEMENT	BUDGET	PMS	REPORTING	
MAY 2025									
64	Submit the Quarter 3 MFMA S52 Quarterly Report Performance Assessment Report 2024/25 - SDBIP and Performance Reports to National and Provincial Treasury	MPPMR - Reg 13						07 May 2025	Manager: Financial Statements, Compliance and Reporting
65	Place the Quarter 3 MFMA S52 Quarterly Report Performance Assessment Report 2024/25 on the municipal website	MFMA - Sec 75(2) MSA - Sec 21(b)						07 May 2025	Manager: IDP/PMS/PP
66	SIME / LG MTEC 3 IDP and Budget Assessments by Provincial Treasury and Department of Local Government	MSA Chapter 5 MFMA Section 23	09 May 2025			09 May 2025	09 May 2025		Manager: IDP/PMS/PP and Snr Manager: Financial Management Services
67	MAYCO meeting to consider the final IDP and Budget **(at least 30 days before the start of the budget year)**	MFMA - Sec 24	**21 May 2025**			**21 May 2025**	**21 May 2025**		**Manager: IDP/PMS/PP and Snr Manager: Financial Management Services**
68	Council meeting to adopt the IDP, Performance Management Measures and targets and the final Budget **(at least 30 days before the start of the budget year)**	MFMA - Sec 24	**28 May 2025**			**28 May 2025**	**28 May 2025**		**Manager: IDP/PMS/PP and Snr Manager: Financial Management Services**
69	The Cape Winelands District Municipality (CWDM) adopts their 3rd Review IDP and Budget	MFMA - Sec 24	29 May 2025						Cape Winelands District Municipality
JUNE 2025									
70	Place the adopted IDP, multi-year budget, all budget-related documents and all budget-related policies on the municipal website	MFMA - Sec 22 and 75 (1)(2) MSA - Sec 21A and 21B	02 June 2025			04 June 2025			Manager: IDP/PMS/PP and Manager: Budget and Costing
71	Submit a copy of the adopted IDP to the MEC for Local Government **(within 10 days of the adoption of the plan)**	MSA - Sec 21, 21A, 28(3)	06 June 2025						Manager: IDP/PMS/PP
72	CWDM District IDP Managers' Forum	MSA - Sec 24	06 June 2025						Manager: IDP/PMS/PP
73	Submit the Approved Budget to the National- and Provincial Treasury as prescribed by legislation	MFMA - Sec 24(3) MBRR - Reg 20				11 June 2025			Manager: Budget and Costing

ACTIVITY / TASK		LEGISLATIVE REQUIREMENTS	TARGET DATES						RESPONSIBLE OFFICIAL
NO	DESCRIPTION		IDP/ PP	SDF	DISASTER MANAGEMENT	BUDGET	PMS	REPORTING	
74	Give notice to the public of the adoption of the IDP and Budget **(within 14 days of the adoption of the plan)** and budget **(within 10 working days)**	MBRR - Reg 18 MSA - Sec 25(4)(a)(b) MFMA - Sec 75(1)	11 June 2025			11 June 2025			Manager: IDP/PMS/PP and Manager: Budget and Costing
75	Submit to the Executive Mayor the draft TL SDBIP 2025/26 **(no later than 14 days after the approval of an annual budget)**	MFMA - Sec 69(3)(a)					11 June 2025		Manager: IDP/PMS/PP
76	Executive Mayor takes all reasonable steps to ensure that the SDBIP is approved **(within 28 days after approval of the budget)**	MFMA - Sec 53(1)(c)(ii)					25 June 2025		Manager: IDP/PMS/PP
JULY 2025									
77	Preparation of the SDF / IDP / Budget Time Schedule for 2026/27	MFMA - Sec 21(1)(b)	01 - 30 July 2025						Manager: IDP/PMS/PP
78	Make public the projections, targets and indicators as set out in the TL SDBIP **(no later than 14 days after the approval of the SDBIP)** and submit to National and Provincial Treasuries (**no later than 10 working days after the approval of the SDBIP)**	MFMA Section 53(3)(a MBRR Reg 19					09 July 2025		Manager: IDP/PMS/PP
79	Make public the performance agreements of the Municipal Manager and Managers directly accountable to the Municipal Manager **(no later than 14 days after the approval of the SDBIP)**	MFMA Section 53(3)(b)					09 July 2025		Manager: IDP/PMS/PP

6.2	ADJUSTMENTS BUDGET (ROLL-OVER) 2024/2025

Collaborator No:
IDP KPA Ref No: **Good Governance and Compliance**
Meeting Date: **14 August 2024**

1. SUBJECT:ADJUSTMENTS BUDGET (ROLL-OVER) 2024/2025

2. PURPOSE

To present the adjustments budget roll-over for the 2024/2025 financial year to Council for approval.

3. DELEGATED AUTHORITY

FOR APPROVAL BY MUNICIPAL COUNCIL

EXECUTIVE SUMMARY

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

4. RECOMMENDATIONS

It is recommended to Council,

(a) that the Adjustments Budget for 2024/2025 as set out in **APPENDIX 1-5**, be approved;

(b) that the Adjustments Budget Tables as prescribed by the Budgeting and Reporting Regulations, as set out in **APPENDIX 3**, be approved; and

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

5. DISCUSSION / CONTENTS

5.1. Background/ Legislative Framework

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

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

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

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

5.2 Discussion

This adjustments budget addresses the spending of funds that were unspent and committed at the end of the 2023/2024 financial year where the under-spending could not reasonably have been foreseen at the time of concluding the annual budget of the current financial year.

Capital Adjustments Budget

Council approved a Capital Budget for the 2024/2025 financial year amounting to R 599 345 303 in May 2024. These adjustments budget effectively changes the approved budget by means of the inclusion of the roll-overs from the 2023/2024 financial year.

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

- Proof that the project tender was published and the period for tender submissions closed before 30 June 2024.
- Detailed reference numbers of the Supply Chain Management process followed needs to be provided.
- Evidence that all projects linked to an allocation will be fully utilised by 30 June 2025.

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

Operating Revenue Adjustments Budget

The approved Operating Revenue Budget for the 2024/2025 financial year amounted to R2 631 276 396 in May 2024. These adjustments budget effectively changes the approved revenue budget by means of the inclusion of the grant roll-overs from the 2023/2024 financial year, which emanated from the Human Settlements Grant and the Informal Settlements Upgrading Partnership Grant (ISUP).

Operating Expenditure Adjustments Budget

Council adopted an Operating Expenditure Budget for the 2024/2025 financial year amounting to R2 511 734 132 in May 2024. No adjustments were made regarding the Operational Expenditure Budget.

5.3 Financial Implications

Financial impact is reflected in the appendices.

5.4 External Loan roll over from 2023/2024

Council approved the debt agreement in terms of Section 46 (2) of the Municipal Finance Management Act (Act No 56 of 2003) on 14 June 2024.

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

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

5.5 Legal Implications

The item is compliant with the relevant legislative framework.

5.6 Staff Implications

None

5.7 Previous / Relevant Council Resolutions:

Special Council Meeting on 31 May 2024 - Item 7.2

5.8 Risk Implications

None

5.9 Comments from Senior Management:

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

5.9.1 *Municipal Manager:*

Supports the recommendations.

ANNEXURES

Appendix 1: Executive Summary

Appendix 2: Adjustments Budget: Detail Projects

Appendix 3: Adjustments Budget Tables (Schedule B)

Appendix 4: Adjustments Budget Supporting Schedules

Appendix 5: Municipal Manager's Quality Certification

FOR FURTHER DETAILS CONTACT:

NAME	**MONIQUE STEYL**
POSITION	***SENIOR MANAGER: FINANCIAL MANGEMENT SERVICES***
DIRECTORATE	***FINANCIAL SERVICES***
CONTACT NUMBERS	***021 808 8512***
E-MAIL ADDRESS	***Monique.Steyl@stellenbosch.gov.za***
REPORT DATE	***06 August 2024***

APPENDIX 1-5

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ROLL-OVER ADJUSTMENTS BUDGET DOCUMENTATION

AUGUST 2024

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APPENDIX 1

Executive Summary

Overview

The adjustments budget in terms of section 28 (2) (e) of the MFMA emanates from funds that have not been spent in the 2023/2024 financial year.

Only unspent capital funds will be rolled over. Capital projects funded from conditional grants will also be rolled over during this adjustments budget process.

Stellenbosch Municipality had budgeted R 491 726 021 for capital expenditure in the 2023/2024 financial year, of which the municipality spent R 420 466 424 of the budget.

Roll-over of unspent Provincial conditional grants

The unspent portions of the provincial conditional grant allocations will be rolled over to the 2024/2025 financial year. The breakdown of the provincial conditional grants is as follow:

Grants	Type	Approved Budget	Adjustment	Adjusted Budget
Human Settlements Grant (Beneficiaries)	Capital	6 389 000	1 679 845	8 068 845
Informal Settlements Upgrading Partnership Grant (ISUP) (Beneficiaries)	Capital	12 550 000	793 904	13 343 904
		18 939 000	**2 473 749**	**21 412 749**

Capital Adjustments Budget for 2024/2025

	2024/2025 Approved Budget	2024/2025 Adjustments Budget	%
Capital Budget	599 345 303	634 147 943	6%

Adjustments to Funding

The funding sources to the capital budget are as follows:

Funding	2024/2025 Approved Budget	%	2024/2025 Adjustments Budget	%
Own Funding				
Capital Replacement Reserve	261 794 767	44%	280 944 412	44%
Development Contribution	38 427 536	6%	42 306 722	7%
External Funding				
External Loans	200 000 000	33%	209 300 060	33%
National Grants	72 056 000	12%	72 056 000	11%
Provincial Grants	27 067 000	5%	29 540 749	5%
	599 345 303		**634 147 943**	

Adjustments to Capital Expenditure

The capital budget per directorate is as follows:

Directorate	Total Approved Budget (R)	%	Total Adjustments Budget (R)	%
Municipal Manager	40 000	0%	40 000	0%
Planning and Development Services	20 244 000	3%	21 923 845	3%
Infrastructure Services	449 483 974	75%	476 298 433	75%
Corporate Services	56 420 000	9%	60 688 523	10%
Community and Protection Services	71 757 329	12%	73 797 142	12%
Financial Services	1 400 000	0%	1 400 000	0%
TOTALS	**599 345 303**		**634 147 943**	

Adjustments to Operating Revenue

The operating revenue budget per directorate is as follows:

Directorate	Total Approved Budget (R)	%	Total Adjustments Budget (R)	%
Municipal Manager	-	0%	-	0%
Planning and Development Services	33 903 257	1%	35 583 102	1%
Infrastructure Services	1 748 088 938	66%	1 748 882 842	66%
Corporate Services	12 642 310	0%	12 642 310	0%
Community and Protection Services	199 917 110	8%	199 917 110	8%
Financial Services	636 724 781	24%	636 724 781	24%
TOTALS	**2 631 276 396**		**2 633 750 145**	

Adjustments to Operating Expenditure

The operating expenditure budget per directorate is as follows:

Directorate	Total Approved Budget (R)	%	Total Adjustments Budget (R)	%
Municipal Manager	17 202 891	1%	17 202 891	1%
Planning and Development Services	98 091 073	4%	98 091 073	4%
Infrastructure Services	1 541 782 409	61%	1 541 782 409	61%
Corporate Services	216 623 591	9%	216 623 591	9%
Community and Protection Services	510 981 472	20%	510 981 472	20%
Financial Services	127 052 696	5%	127 052 696	5%
TOTALS	**2 511 734 132**		**2 511 734 132**	

High Level Adjustments Budget Summary for 2024/2025

The total budget is summarized as follows:

Directorate	Operating Revenue Budget	Operating Expenditure Budget	Capital Budget	Total Budget
Municipal Manager	-	17 202 891	40 000	17 242 891
Planning & Development Services	35 583 102	98 091 073	21 923 845	120 014 918
Infrastructure Services	1 748 882 842	1 541 782 409	476 298 433	2 018 080 842
Corporate Services	12 642 310	216 623 591	60 688 523	277 312 114
Community and Protection Services	199 917 110	510 981 472	73 797 142	584 778 614
Financial Services	636 724 781	127 052 696	1 400 000	128 452 696
Total Budget	**2 633 750 145**	**2 511 734 132**	**634 147 943**	**3 145 882 075**

APPENDIX 2

Capital Adjustments Budget for 2024/2025

The following funds per directorate are to be rolled-over:

Directorate	Approved Budget	Funds rolled-over	Adjustments Budget
Municipal Manager	40 000	-	40 000
Planning and Development Services	20 244 000	1 679 845	21 923 845
Infrastructure Services	449 483 974	26 814 459	476 298 433
Corporate Services	56 420 000	4 268 523	60 688 523
Community and Protection Services	71 757 329	2 039 813	73 797 142
Financial Services	1 400 000	-	1 400 000
TOTALS	**599 345 303**	**34 802 640**	**634 147 943**

The Capital projects to be rolled over from the previous financial year are as follows:

Projects		***Fund***	***Roll Over Amount***	***Motivation***
Planning and Economic Development			**1 679 845**	
Housing Development			**1 679 845**	
	Erf 64, Kylemore	HS Grant	778 988	Roll-over of grant funding
	Jamestown: Housing	HS Grant	900 857	Roll-over of grant funding
Infrastructure Services			**26 814 459**	
Waste Management: Solid Waste Management			**10 724 048**	
	Area Cleaning Depot: Franschhoek	CRR	269 216	Project was not completed and carried forward to 2024/2025 Financial Year.
	Expansion of the landfill site (New cells)	CRR	1 914 952	This is a multi-year project. Project carried forward to the 2024/25 Financial Year.
	Landfill Gas To Energy	External Loan	6 631 759	The External loan capital projects formed part of the information statement in terms of S46(3) and the loan funding can only be utilised for these projects. Tender was awarded.

Projects		***Fund***	***Roll Over Amount***	***Motivation***
	Major Drop-Offs: Construction - Franschoek	External Loan	751 629	The External loan capital projects formed part of the information statement in terms of S46(3) and the loan funding can only be utilised for these projects.
	Major Drop-offs: Construction - Klapmuts	CRR	196 492	Project was not completed and carried forward to 2024/2025 Financial Year.
	Vehicles: Solid Waste	CRR	760 000	An order was generated for the procurement of a vehicle during the previous financial year. Delivery of vehicle will take place during 2024/2025 financial year. Project carried forward to the 2024/2025 Financial Year.
	Waste Minimization Projects	CRR	200 000	This is a multi-year project. Project carried forward to the 2024/25 Financial Year.
Electrical Services			**364 841**	
	Electricity Network: Pniel	External Loan	364 841	The External loan capital projects formed part of the information statement in terms of S46(3) and the loan funding can only be utilised for these projects.
Project Management Unit (PMU)			**3 809 329**	
	Franschhoek Mooiwater 236	ISUP	793 904	Roll-over of grant funding.

Projects		***Fund***	***Roll Over Amount***	***Motivation***
	Franschhoek Mooiwater 236	CRR	3 015 425	This is a multi-year project. Project carried forward to the 2024/25 Financial Year.
Water and Wastewater Services: Water			**1 273 737**	
	New Reservoir & Pipeline: Vlottenburg	DC-Water	679 645	This is a multi-year project. Funds required for Phase 2 of project. Tender to be awarded. Project carried forward to the 2024/2025 Financial Year.
	Reservoirs and Dam Safety	External Loan	558 087	The External loan capital projects formed part of the information statement in terms of S46(3) and the loan funding can only be utilised for these projects.
	Upgrade and Replace Water Meters	CRR	36 005	This is a multi-year project. Project carried forward to the 2024/25 Financial Year.
Water & Wastewater Network Operations			**3 951 912**	
	Extention Of WWTW: Stellenbosch	CRR	1 437 202	This is a multi-year project. Project carried forward to the 2024/25 Financial Year.
	Upgrade of WWTW Wemmershoek	External Loan	993 744	The External loan capital projects formed part of the information statement in terms of S46(3) and the loan funding can only be utilised for these projects.
	Upgrade of WWTW: Klapmuts	CRR	1 520 966	This is a multi-year project. Tender process in progress. Project carried forward to the 2024/25 Financial Year.

Projects		***Fund***	***Roll Over Amount***	***Motivation***
Roads and Stormwater			**3 442 707**	
	Parking Area Upgrades - Franschhoek	DC-Parking	2 267 937	Project was not completed, work delayed due to inclement weather and carried forward to the 2024/25 Financial Year. Service provider has been appointed and work in progress.
	River Rehabilitation Implementation	CRR	1 174 770	Project was not completed, work delayed due to inclement weather and carried forward to the 2024/25 Financial Year. Service provider has been appointed and work in progress.
Transport Planning And Public Transport			**3 247 885**	
	Public Transport Facilities (Taxi Ranks) Adhoc Upgrades	CRR	3 247 885	Project was not completed, work delayed due to inclement weather and carried forward to the 2024/25 Financial Year. Service provider has been appointed and work in progress.
Corporate Services			**4 268 523**	
Information Technology			**450 099**	
	Upgrade and Expansion of IT Infrastructure Platforms	CRR	450 099	Project was not completed, and funds carried forward to the 2024/2025 Financial Year.

Projects		*Fund*	*Roll Over Amount*	*Motivation*
Property Management & Municipal Buildings and Structures			**3 818 424**	
	Upgrade Facilities for the Disabled	CRR	79 969	Project was not completed, and funds carried forward to the 2024/2025 Financial Year.
	Structural Improvement: General	CRR	1 225 379	This is a multi-year project. Project was not completed, and funds carried forward to the 2024/2025 Financial Year.
	Structural Upgrade: Heritage Building	CRR	2 471 676	Project was not completed, and funds carried forward to the 2024/2025 Financial Year.
	Upgrade Millenium Hall Pniel	CRR	41 400	This is a multi-year project. Project was not completed, and funds carried forward to the 2024/2025 Financial Year.
Community & Protection Services			**2 039 813**	
Community Services: Library Services			**554 046**	
	Furniture, Tools & Equipment: Pniel Library	CRR	293 955	Project was not completed due to non-delivery and poor performance by service provider. Project carried forward to the 2024/2025 Financial Year.
	Library Books	CRR	165 576	Procuring of specific library book could not occur before 30 June 2024, due to unforeseen circumstances. Project carried forward to the 2024/2025 Financial Year.

Projects		***Fund***	***Roll Over Amount***	***Motivation***
	Upgrading: Cloetesville Library	CRR	94 515	Orders have been placed, but due to shortage of stock, delivery was delayed. Items to be delivered during new financial year and payment to commence thereafter. Project carried forward to the 2024/2025 Financial Year.
Halls			**35 260**	
	Community Hall	CRR	35 260	Orders were generated for the appointment of architectural services for the upgrade of Groendal Hall. Project carried forward to the 2024/2025 Financial Year.
Sports Grounds and Picnic Sites			**1 283 141**	
	Recreational Equipment Sport	CRR	79 719	Orders were generated for the supply and delivery of recreational equipment. Project carried forward to the 2024/2025 Financial Year.
	Re-Surface of Netball/Tennis Courts	CRR	271 818	Orders were generated. Project not completed finishing of outdoor tennis courts. Project carried forward to the 2024/2025 Financial Year.

Projects		***Fund***	***Roll Over Amount***	***Motivation***
	Upgrade of Sport Facilities	DC-Comm	931 604	Project not completed- appointment of service providers for the upgrade of existing floodlights at Pniel and Ida's valley sport facilities and installation of paving at La Motte and Groendal sport facilities. Project carried forward to the 2024/2025 Financial Year.
Environmental Management: Implementation			**133 999**	
	Design and implement electronic Urban Forestry management tool	CRR	133 999	This is a multi-year project to be completed in 2024/2025 financial year. This is the last phase of the 3-year project. Project carried forward to the 2024/2025 Financial Year.
Law Enforcement and Security			**33 367**	
	Install Computerized Access Security Systems and CCTV Cameras At Municipal Buildings	CRR	33 367	Project was not completed, and funds carried forward to the 2024/2025 financial year. Tender was awarded.
TOTAL - Capital			**34 802 640**	

Adjustments to Operational Revenue

The revised operating income budget per Directorate is as follows:

Directorate	Approved Budget	Funds rolled-over	Adjustments Budget
Municipal Manager	-	-	-
Planning and Development Services	33 903 257	1 679 845	35 583 102
Infrastructure Services	1 748 088 938	793 904	1 748 882 842
Corporate Services	12 642 310	-	12 642 310
Community and Protection Services	199 917 110	-	199 917 110
Financial Services	636 724 781	-	636 724 781
Total Revenue	**2 631 276 396**	**2 473 749**	**2 633 750 145**

Department	Description	Approved Budget	Adjustment	Adjusted Budget	Motivation
Planning and Economic Development					
Housing Development	Human Settlements Grant	6 389 000	1 679 845	8 068 845	Adjust the budget in line with the roll-over of unspent Human Settlements Grant
Sub Total: Planning and Economic Development		**6 389 000**	**1 679 845**	**8 068 845**	
Infrastructure Services					
Project Management Unit (PMU)	Informal Settlements Upgrading Partnership Grant (ISUP)	12 550 000	793 904	13 343 904	Adjust the budget in line with the roll-over of unspent ISUP Grant
Sub Total: Infrastructure Services		**12 550 000**	**793 904**	**13 343 904**	
TOTAL - Operational Revenue		**18 939 000**	**2 473 749**	**21 412 749**	

APPENDIX 3

Adjustments Budget Tables

In accordance with the Budget and Reporting Regulations, the following compulsory schedules are attached (Appendix 3) reflecting the composition and detail of the adjustments budget:

Table name	Table reference
Adjustments Budget Summary	B1
Adjustments Budget Financial Performance by standard classification	B2
Adjustments Budget Financial Performance by vote	B3
Adjustments Budget Financial Performance	B4
Adjustments Budget Capital Expenditure by vote and funding	B5
Adjustments Budget Financial Position	B6
Adjustments Budget Cash Flows	B7
Cash backed reserves/ Accumulated surplus reconciliation	B8
Asset Management	B9
Basic Service Delivery Measurement	B10

Supporting schedules (SB1 – SB20) are attached on Appendix 4.

APPENDIX 4

Other supporting documentation (Supporting Schedules)

APPENDIX 5

Municipal Manager's Quality Certification

The quality certificate signed by the Accounting Officer is attached on Appendix 5.

APPENDIX 5

QUALITY CERTIFICATE

I, Geraldine Mettler, municipal manager of Stellenbosch Municipality, hereby certify that the adjustments budget and supporting documentation have been prepared in accordance with the Municipal Finance Management Act and the regulations made under the Act, and that the adjustments budget and supporting documentation are consistent with the Integrated Development Plan of the Municipality.

Name: Geraldine Mettler

Municipal Manager of Stellenbosch Municipality

Signature _____

Date:

6.3	MONTHLY FINANCIAL STATUTORY REPORTING: DEVIATIONS FOR JULY 2024

Collaborator No:
IDP KPA Ref No: **Good Governance and Compliance**
Meeting Date: **14 August 2024**

1. SUBJECT: MONTHLY FINANCIAL STATUTORY REPORTING: DEVIATIONS FOR JULY 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 2024/2025 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 (2024/2025) stipulate that SCM deviations be reported to Council. In compliance thereto, this report presents to Council the SCM deviations that occurred during July 2024.

5. RECOMMENDATION

that the Council notes with the deviations as listed for the month of July 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 July 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 R
D/SM 1/25	2024/07/02	Zutari (Pty) Ltd	Appointment of Zutari (Pty) Ltd for completion of new cells and associated infrastructure at the Stellenbosch Landfill.	Exceptional case and it is impractical or impossible to follow the official procurement processes	Zutari (Pty) Ltd has an existing appointment with the Stellenbosch Municipality until 30 June 2024 and the Waste Management Department requires a new appointment to be made to Zutari (Pty) Ltd to enable the finalization of the project after 30 June 2024. The Municipality requires an engineer to supervise and certify the remaining work that is completed by the contractor. The work has been supervised and certified by Zutari (Pty) Ltd up to 98% of the work completed. The deviation is required to allow the consultant to finalize the project in its entirety. Zutari is aware of all the contractual circumstances of the project and has dealt with the project thus far. Due to the it, it will not be feasible or cost effective and it would be impractical to follow the official procurement process to appoint a new engineering consultant to inspect, supervise and certify the remainder of 2% of the work. Therefore, the deviation in the procurement process to re-appoint Zutari is required as it is an exceptional case, and it is impractical or impossible to follow the official procurement processes.	R95,217.60 excl VAT

D/SM 2/25	2024/07/08	Turner Ntshingana Kirsten Ravens (Inc) TNK Attorneys	Assist the appeal Authority in rehearsing of the appeal by DB PROPERTIES regarding the conditions that was approved with the development. Reviewing a decision by the administration to approve credit for the development contributions payable to the municipality DB PROPERTIES regarding the development.	Exceptional case and it is impractical or impossible to follow the official procurement processes.	On 2 June 2022 the Director: Planning and Economic Development approved subject to certain conditions, DB Property's land use application for the rezoning, consent use, departure, and temporary departure in relation to Portion 43 of Farm No 65 Stellenbosch Division. DB Property Development Company (Pty) Ltd ("DB Property") instituted review proceedings and applied for the setting aside of two conditions of the 2020 Approval in terms of section 6 and 8 of the Promotion of Administrative Justice Act, 3 of 2000. The first condition relates to the amount of money DB Property is required to contribute as development charges towards the municipal road infrastructure for the trips generated by its proposed development. The second condition relates to the amount of credit the Municipality granted to DB Property for development charges. The Court granted the review application and referred the matter back to the Appeal Authority for reconsideration of the appeal. TNK Attorneys were appointed by the Municipality on previous legal Tender B/SM97/19 to oppose the review application instituted by DB Property against the Municipality. They have been involved in this matter from the inception thereof and has the relevant background and institutional knowledge on this matter and they are best placed to proceed with the self-review application on the Municipality's behalf regarding the credit initially provided to DB Property by the Municipality. TNK Attorneys are not on the current legal panel of B/SM54/22. This is an exceptional case, and it is impractical to follow the official procurement processes. It would make no financial sense to appoint any other attorney firm to attend the self-review of the Municipality. Should a new attorney firm be appointed, they would need to read the entire record in the review application instituted by DB Property against the Municipality including the judgment which	Estimate amount R1 155 500.00 inc. Vat

					would amount to additional legal fees incurred instead of appointed TNK Attorneys who has the relevant background, institutional experience, and expertise to attend to this matter. In terms of the current legal tender, the Municipality reserved the right to make appointments outside the legal panel, to ensure that the best interest of the Municipality is served. The municipality wants to institute legal action to review the decision by the administration to give credit of R25 490 105.44 towards development contributions due by DB Properties for the development. The same attorneys should deal with such a review application for value for money purposes as they already have the background of the matter.	

D/SM 3/25	2024/07/16	Yvette Cloete Attorneys	Appointment of attorneys in appeal matter: Franschhoek claimant Trust / Stellenbosch Municipality.	Exceptional case and it is impractical or impossible to follow the official procurement processes.	The Franschhoek Claimant's Trust ("the Trust") applied for an order in terms of section 6 and 8 of PAJA reviewing and setting aside the Executive Mayor's decision, in her capacity as the appeal authority, to revoke the development and related approvals, granted by the Stellenbosch Municipal Planning Tribunal to the Trust in respect of Erf 1692 Franschhoek, Western Cape. Substituting the decision of the Executive Mayor with the following: "The appeal is dismissed". The Court held that the appeal lodged by the Franschhoek Gegriefde Grondeisers Groep and Ward 1 and 2 Committees are remitted back to the Municipality for reconsideration before the appeal authority other than the Executive Mayor. Council appointed an appeal committee to rehear the appeal. An attorney needs to be appointed to assist the committee through the rehearing process. Yvette Cloete Attorneys were appointed by the Municipality on the previous legal Tender B/SM97/19 to oppose the review application instituted by Franschhoek Claimant Trust against the Municipality. They have been involved in this matter from the inception thereof and have the relevant background and institutional knowledge on this matter and they are best placed to assist the Committee appointed to attend the hearing of the Appeal. Yvette Cloete Attorneys are not on the current legal panel of B/SM54/22. It is impractical to go out on a new SCM process to appoint another attorney. It would not make financial sense to appoint any other attorney firm to assist the Committee appointed to attend the Appeal submitted by the Franschhoek Claimant Trust. Should a new attorney firm be appointed, they would need to read the entire record in the review application instituted by the Franschhoek Claimant Trust which will amount to additional legal fees incurred instead of appointing Yvette Cloete Attorneys who has the relevant background,	Estimate amount R40 250.00 incl. Vat

					institutional experience, and expertise to attend to this matter. In terms of the current legal tender, the Municipality reserved the right to make appointments outside the legal panel, to ensure that the best interest of the Municipality is served.	
D/SM 4/25	2024/07/19	Adapt IT Holdings Pty Ltd	CaseWare Financial Reporting System	Exceptional case and it is impractical or impossible to follow the official procurement processes	The municipality requires CaseWare specialist support and licenses for the utilization, design, and customization of notes to the annual financial statements. Since a lot of custom work and time has already been invested in the current mSCOA template of the municipality to get it to its current state, it will be impractical to try and utilize a new financial reporting application/system.	Estimate amount. R 915 841,86 incl. Vat
D/SM 5/25	2024/07/17	Stodart Trees Toncu (Pty) Ltd Trees Unlimited	Emergency of trees in WC024	Emergency.	The tender BSM 81/24 for tree felling, pruning, and stump-grinding for tree related incidents is currently at the Bid Evaluation Committees. The Municipality needed to act pro-actively due to the adverse weather conditions experienced in the province and the associated risks that the storm was presenting therefor it was important for the municipality that disaster management mitigation measures are put in place to avoid damages to assets. This deviation was approved for the period from 12 to 22 July 2024.	R 135 050,00 incl. Vat R 304 750,00 incl. Vat R 20 250,00 incl. Vat
D/SM 6/25	2024/07/30	Jubelie Project Management (Pty) Ltd	Appointment of Jubelie Project Management (Pty) to finalise the installation of civil services and the procurement process to appoint a contractor for the 170 Top structures.	Exceptional case and it is impractical or impossible to follow the official procurement processes.	It would be impractical or cost effective for Stellenbosch Municipality to appoint new service providers for what is merely a continuation of its appointment by the Stellenbosch Municipality. Jubelie Project management are responsible for the professional services and management of tender BSM 123/21: Zone O, Kayamandi housing project. Jubelie Project Management is required to provide the final sign off engineering services compliance certificates (including the provision of as-built drawings), so that a Section 28 clearance certificate can be provided. Without the clearance certificate the	R 2 516 391,10 Incl. vat

					municipality cannot proceed with the 170 Top structures. The Section 28 clearance certificate is necessary for the Housing Development department to register the subdivisional erven at the Deeds Office. It would not be reasonable to bring in other professionals to attempt to sign off works completed and/or overseen by Jubelie and their appointed specialists. A different team of specialists would prevent BSM 123/21 from being completed and a large amount of re-work will need to be done by the new consultants. Jubelie is familiar with the community and our internal structures. A new group of professionals would first have to review all the existing designs and tender documentation completed by Jubelie prior to providing comments and or updates to designs. This will take more time and additional costs. The service sites will stand vacant for a much longer anticipated time, bringing in a large risk factor to vandalism such that has taken place just up the road at the 86 service sites project in Kayamandi. Budget allocation has been made and committed by the provincial department for 50 Top structures that must be completed by 31 March 2025. Therefore, a delay in the top structure tender would make it almost impossible to reach the target of 50 Top structures, and a risk of not getting an approved roll-over would put the municipality at financial risk. The municipality needs to start with the Top structures as soon as possible, to prevent potential vandalism to services that are currently at 92% completion. The budget aligns with Jubelie's remaining fees as the professional consultant, and any new appointments would delay the construction project which would require the municipality to request budget amendments from the Provincial Government which are not always guaranteed. With the current phase more in the implementation phase of	

					service sites and 170 Top structures on phase 3 of the site, the departments feel that Jubilee needs to complete certain tasks to ensure that a contractor can be appointed for the 170 Top structures	

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.

FOR FURTHER DETAILS CONTACT:

NAME	***Dalleel Jacobs***
POSITION	***Senior Manager SCM***
DIRECTORATE	***Finance***
CONTACT NUMBERS	***021 808 8137***
E-MAIL ADDRESS	***Dalleel.Jacobs@stellenbosch.gov.za***
REPORT DATE	***05 August 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	**REQUEST TO SUPPORT APPLICATION TO WESTERN CAPE HERITAGE TO DECLARE AAN DE WAGEN WEG AS A HERITAGE SITE**

Collaborator No: **771436**
IDP KPA Ref No: **Good Governance**
Meeting Date: **14 August 2024**

1. SUBJECT: REQUEST TO SUPPORT APPLICATION TO WESTERN CAPE HERITAGE TO DECLARE AAN DE WAGEN WEG AS A HERITAGE SITE

2. PURPOSE

To inform Council of the request received from REMGRO and for council to resolve if they will support the application. The item served before the section 80 Committee in June 2024.

3. DELEGATED AUTHORITY

Council

4. EXECUTIVE SUMMARY

Remgro send an application they want to submit to Heritage Western Cape (**APPENDIX 1)** and requested the Municipal Manager to provide a letter to support the application. The land where the road is Municipal Land. The surrounding owners have all send letter to indicate that they support the application. The Municipal Manager first want Council to indicate if they support the application before she submits any response. This matter served before Mayco in 2023 and the Executive Mayor referred it to a combined section 80 meeting for advice. A Combined section 80 Committee consisting of the Corporate, Planning and Infrastructure Portfolio Committee considered the item in June 2024 and resolved as follows:

COMBINED CORPORATE SERVICES COMMITTEE MEETING: 2024-06-11: ITEM: 6.1

RECOMMENDATIONS

(a) That the combined Committee support the application.

(b) That signs be put up and maintained to explain the heritage of the site.

5. RECOMMENDATIONS

(a) that the combined Committee support the application; and

(b) that signs be put up and maintained to explain the heritage of the site.

6. DISCUSSION / CONTENT

6.1 Background

If an area is to be declared a heritage site, the application must be considered by Western Cape Heritage in accordance with the provisions of the criteria for such a declaration. One of the requirements is that the landowners or surrounding owners must give their input on the application to indicate if they support or not support such an application.

6.2. DISCUSSION

Remgro send an application they want to submit to Heritage Western Cape (**APPENDIX 1)** and requested the Municipal Manager to provide a letter to support the application. The land where the road is Municipal Land. The surrounding owners have all send letter to indicate that they support the application. The Municipal Manager first want Council to indicate if they support the application before she submits any response.

The site and what it currently looks like can be seen on the photographs in **APPENDIX 1**.

This matter served before Mayco in 2023 and the Executive Mayor referred it to a combined section 80 meeting for advice. A Combined section 80 Committee consisting of the Corporate, Planning and Infrastructure Portfolio Committee considered the item in June 2024 and resolved as follows:

COMBINED CORPORATE SERVICES COMMITTEE MEETING: 2024-06-11: ITEM: 6.1

RECOMMENDATIONS:

a) That the combined Committee support the application.

b) That signs be put up and maintained to explain the heritage of the site.

6.3 Financial Implications

The declaration of the site as a Heritage site would not have any financial implications. It will prohibit any changes unless Heritage Western Cape approves. The section 80 Committee requested that signs be put up to explain the heritage of the site if the approval is granted by Heritage Western Cape.

6.4 Legal Implications

Council must provide a response to the application seeing that part of the area that is applied for is Council property and zoned as road reserve.

6.5 Staff Implications

No additional staff implications.

6.6 Previous / Relevant Council Resolutions

No Council resolutions. The Matter served before Mayco and was referred to a combined section 80 Committee.

COMBINED CORPORATE SERVICES COMMITTEE MEETING: 2024-06-11: ITEM: 6.1

RECOMMENDATIONS:

a) That the combined Committee support the application.

b) That signs be put up and maintained to explain the heritage of the site.

6.7 Risk Implications

There are no risks for the Municipality.

6.8 Comments from Senior Management

There were no objections to the request when the item served before the combined section 80 committee. All directorates supported the application.

ANNEXURES: **APPENDIX 1 – 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 – 1 August 2024***

APPENDIX 1



AAN DEN WAGENWEG
ERF 6156, Ptn Re/16476 & UNSURVEYED STATE LAND, STELLENBOSCH

Expanded Heritage Statement & PHS Nomination

March 2023

ARCON

CS Design CC t/a ARCON Specialist Architectural & Heritage Consultants

email: ARCON@megaserve.net
cell 083 658 5636

Aan-den-Wagenweg: Erf 6156; Unsurveyed State Land and Unregistered Roadway between the R44 and the Dorp Street Intersection

Expanded Statement of Significance and Motivation for PHS Declaration

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Aan-den-Wagenweg: Erf 6156; Ptn Re/16476; Unsurveyed State Land and Unregistered Roadway between the R44 and the Dorp Street Intersection.

Expanded Statement of Significance and Motivation for PHS Declaration

1 Introduction

This report is to be read in conjunction with the attached completed PHS Nomination Form and expands on the information provided there.

Aan-den-Wagenweg is a surviving portion of one of two historic principal wagon routes into Stellenbosch. This portion dates back to the 17th C and is arguably the only good surviving example of its type, at least in the Western Cape. Aan-den-Wagenweg is the key defining element in a precinct that has retained its spatial integrity for well over a century as a historic corridor leading into what is effectively one of the country's most important early settlements. Although this road is no longer a through-route for motorized transport, it remains accessible at both ends for pedestrians and non-motorized transport, as was the case in historical times.

This nomination argues that Aan-den-Wagenweg has historical, aesthetic, architectural, scientific and social value that elevates it to exceptional in terms of its cultural significance, especially when compared to other surviving historic urban gateway routes in the Province, and probably further afield.

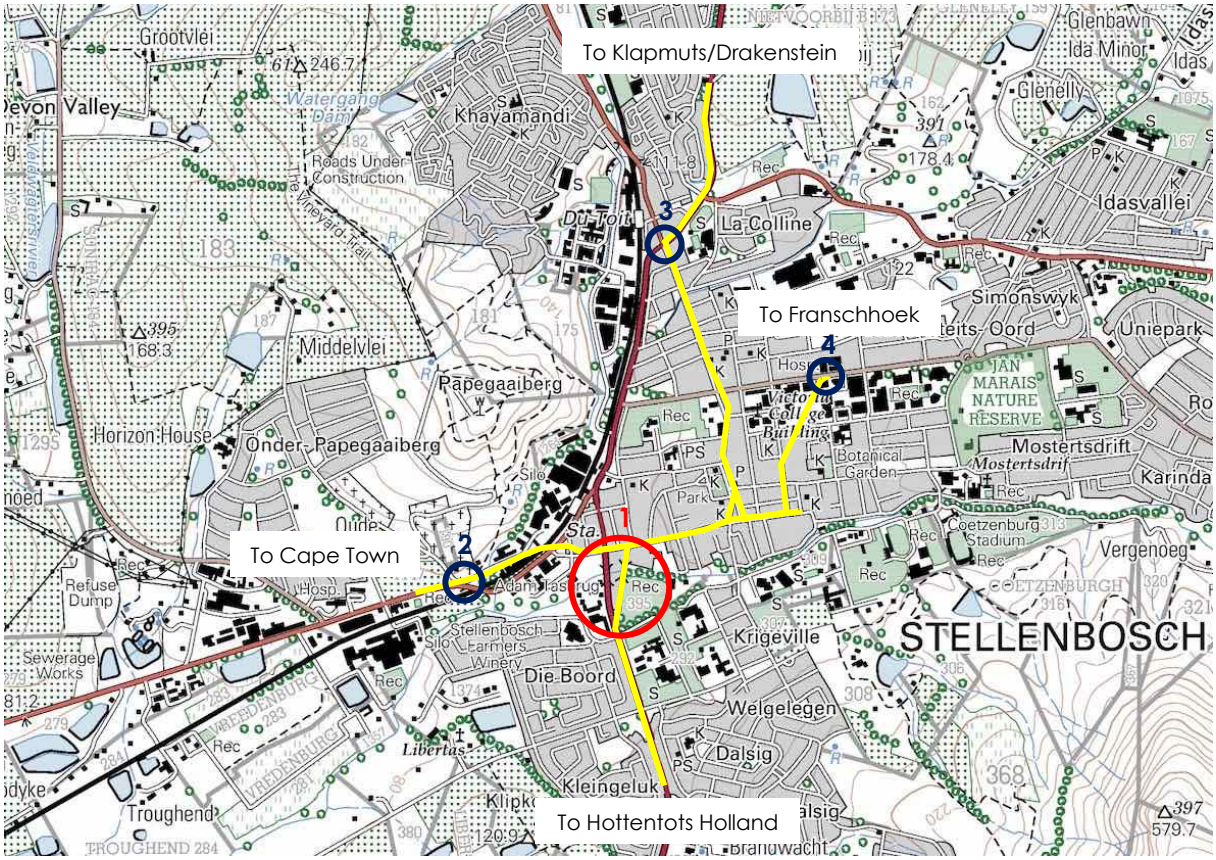


FIGURE 01: *The location of Aan-den-Wagenweg (circled in red: node 1) in relation to the other historic entry points into Stellenbosch (circled in blue and identified as nodes 2, 3 & 4). Main historic routes to, from and within Stellenbosch are marked in yellow. (Base map: SG survey grid ref. 3318 DD).*

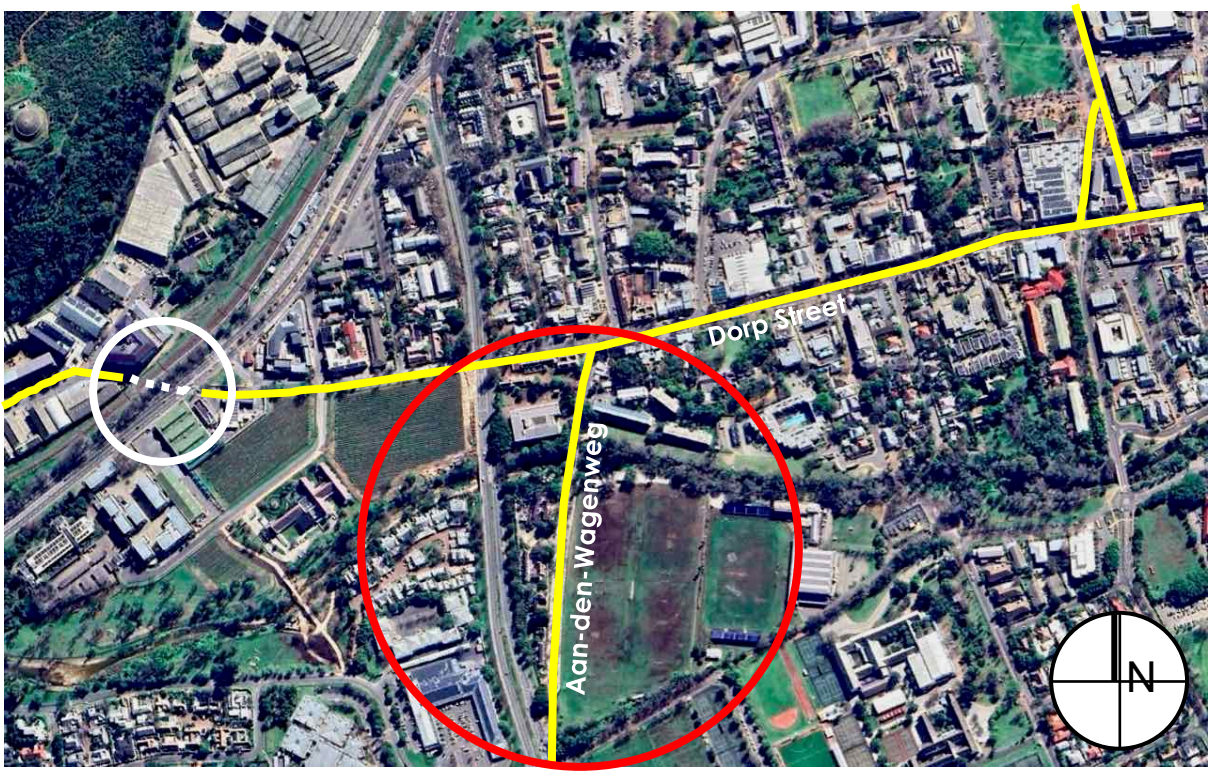


FIGURE 02: *The location of Aan-den-Wagenweg (circled in red) in relation to the other main historic Stellenbosch thoroughfares superimposed on a contemporary satellite image. The historic approach from the east has been cut off (see white broken lines circled in white) from the bottom of Dorp Street by the railway line (Base image: Google Earth, 10 July 2022).*

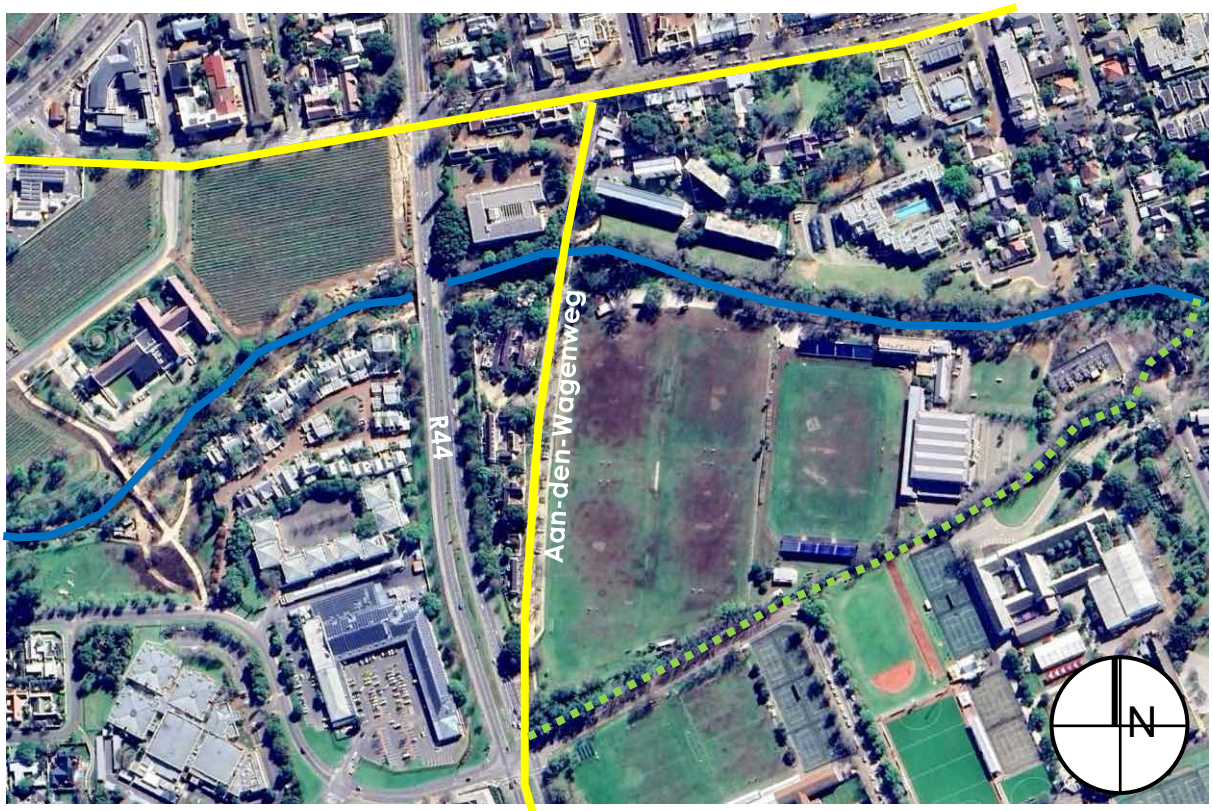


FIGURE 03: *Closer view of the spatial context with the historic Libertas irrigation furrow (in green broken lines) leading from to the Eerste River (in blue) and located just off the southern non-motorized intersection with the R44. (Image: Google Earth, 10 July 2022).*

In 2018, Aan-den-Wagenweg was subject to various improvements largely under the custodianship of Millennia Park (Pty) Ltd who are the owners of a large portion of the land upon which this road is located south of the Eerste River. These improvements were the subject of a heritage impact assessment (HIA) prepared by the late Dr Elzet Albertyn and approved by HWC on 27 February 2018.

In 2021, the portion of the subject site to the south of the Eerste River was further enhanced by the construction and landscaping of a formalised non-motorized transport (NMT) route along the eastern edge of the Wagenweg (**Figure 05**). This was completed with the support of Paul Roos Gymnasium, upon whose land the NMT route is located, but which has since been leased by Paul Roos Gymnasium to Millennia Park (Pty) Ltd for 99 years. The proposals for the NMT route (on the land now leased to Millennia Park (Pty) Ltd) was endorsed by HWC on 27 November 2020 in response to a Notice of Intent to Develop application prepared by ARCON (the author of this nomination report).

Millennia Park (Pty) Limited, Paul Roos Gymnasium and the Stellenbosch Municipality, support in principle, having the entire length of the road between its intersection with the R44 and its intersection with Dorp Street declared a Provincial Heritage Site (PHS). The nomination includes the Victoria Bridge over the Eerste River which, in my view, has been significantly under-valued as a graded heritage resource.

2 Site Description

i) ***Location & Overall Spatial Character***: Aan-den-Wagenweg is situated at the lower end of Stellenbosch's historic Dorp Street with which it intersects on its southern side (**Figures 01**-**03**). It consists of a roadway that extends from the R44 over the Victoria bridge crossing the Eerste River, and connecting with Dorp Street on the river's northern side. Approaching from the south towards Dorp Street, the spatial character of this historic route is defined by open space on its east side (across the adjacent Markotter Sports Fields) but defined by single storey linear development framed by tall trees on its west side. After crossing the Victoria Bridge to the northern bank of the Eerste River, this character changes to more contained, with development now on both sides of the route approaching the intersection with Dorp Street. In other words, as one approaches Dorp Street from the south, the landscape character transitions from relatively rural in terms of broader spatial quality to more pronounced in terms of urban character.

ii) ***Through-route:*** The intersection of Aan-den-Wagenweg and Dorp Street was the old main entrance/exit to Somerset West from Stellenbosch. Although no longer a through-route tor motorized vehicles, the wagon road was reinstated as a through-route for bicycles and pedestrians in 2018 funded by Millennia Park (Pty) Ltd. That enabled part of the heritage significance of the roadway to be regained subsequent to the through-route having been lost when the construction of the R44 cut the roadway off, turning it at that time into a cul-de-sac.

iii) ***Road surface:*** The subject roadway accurately follows the line of the main wagon route that linked Stellenbosch to Hottentots Holland and the Gantouw Pass before the completion of Sir Lowry's Pass. Work for improving the area, which was approved by HWC in 2018, included re-surfacing the road with a brown washed aggregate surface and cobbled margins (**Figures 09**&**10**). The purpose was to re-create the effect of a natural gravel surface on the Millennia Park's portion of the road in recognition of its important

history. This surfacing currently extends to the southern end of the Victoria Bridge as it is on private property. The portion of the route on the north side of the Victoria Bridge is on municipal land.

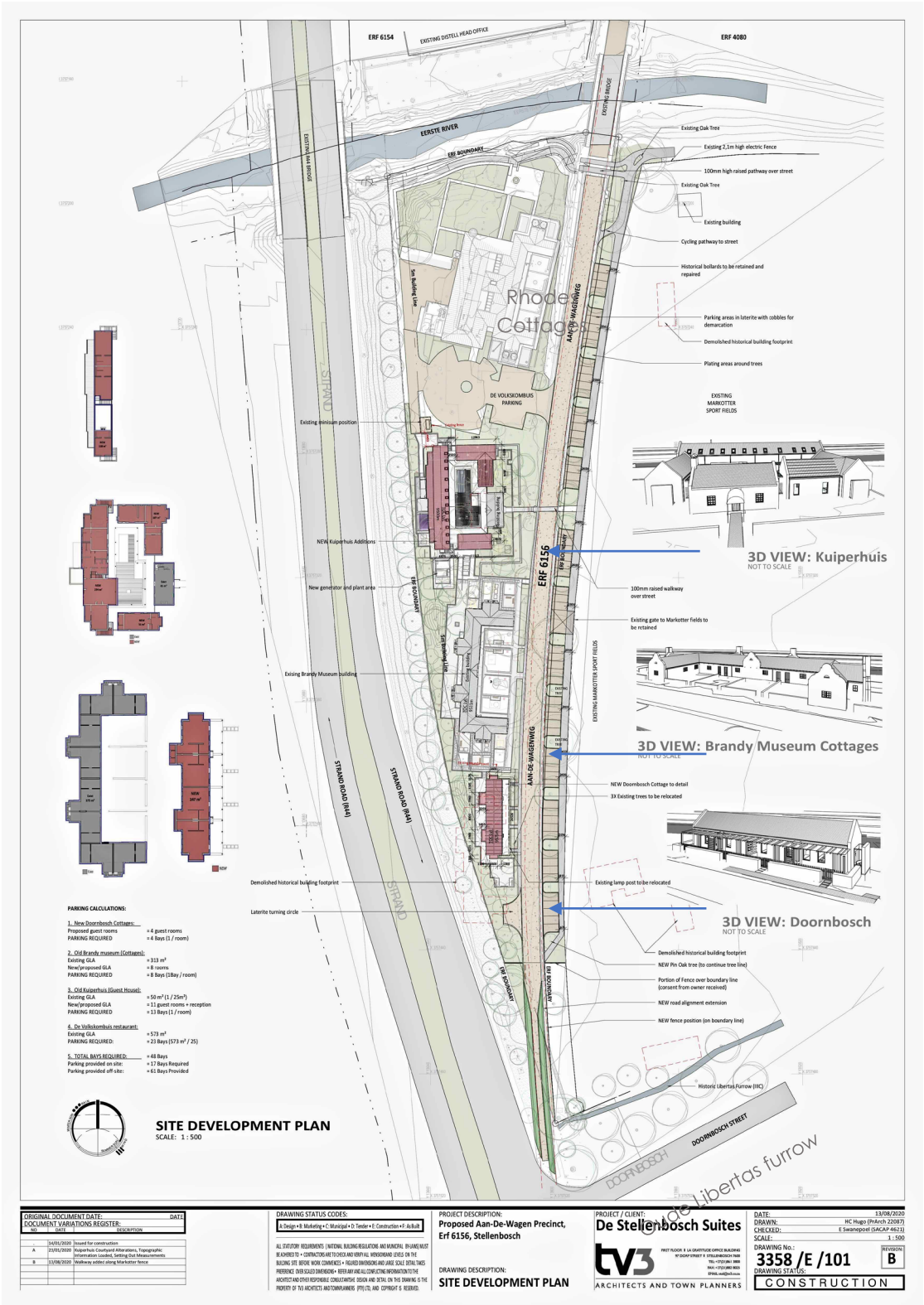


FIGURE 04: *Existing development south of the Eerste River on the western side of the wagon route. The buildings in red have recently been completed and form part of the development approved by HWC in 2018. (Courtesy: TV3 Architects & Planners, October 2020).*

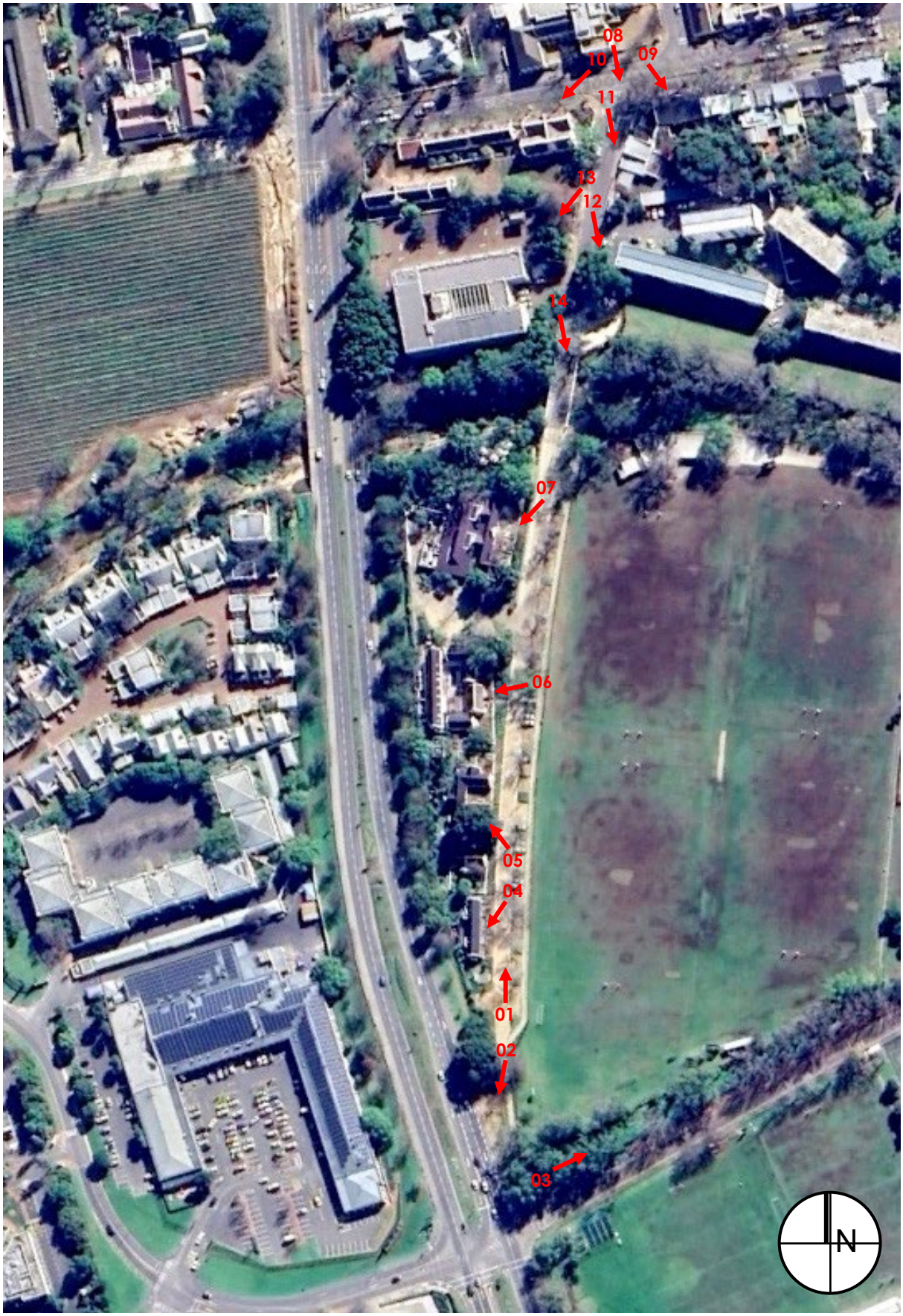


FIGURE 05: *Aan-den-Wagenweg with photographic viewpoints for Figures 01 to 19. (Base image: Google Earth, 10 July 2022).*

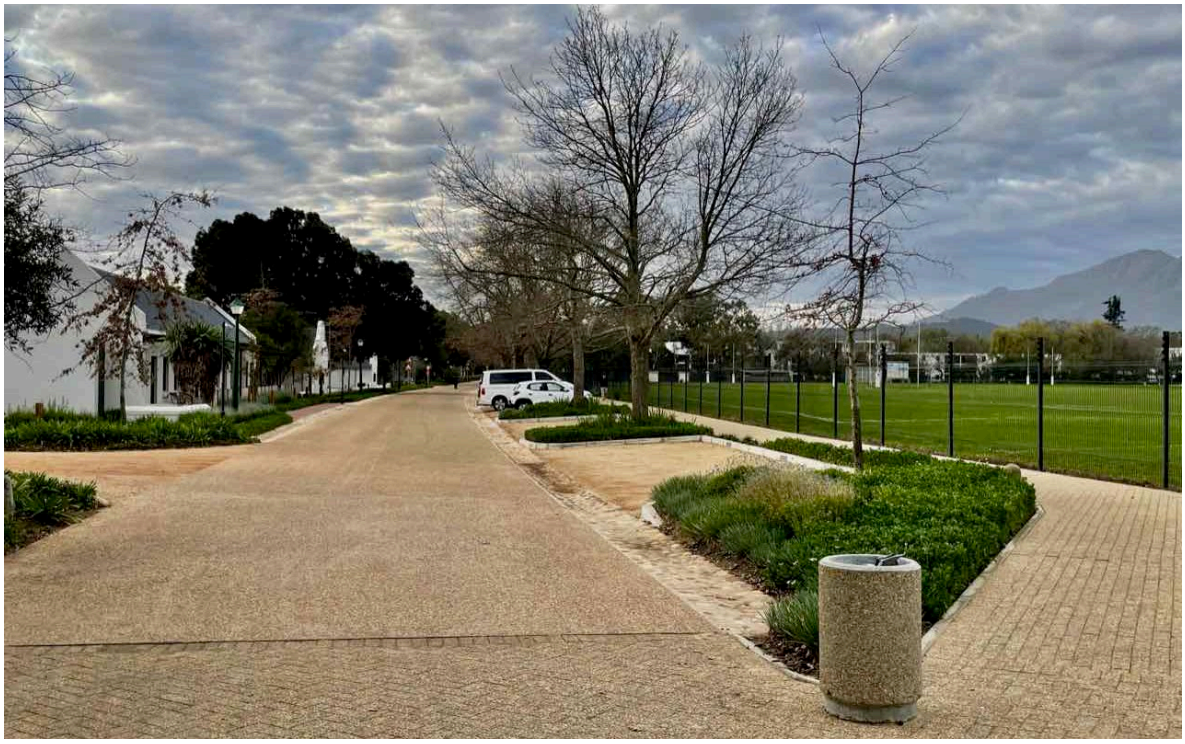


FIGURE 06: View 01: *Aan-den-Wagenweg: approach from the south with linear development defining the left side of the road and the undeveloped open space of the Markotter Sports Fields to the right with photographic viewpoints. (Image: ARCON, 1 July 2022).*



FIGURE 07: View 02: *Aan-den-Wagenweg: looking in the opposite direction to Figure 06. The route narrows into a non-motorized transport track, and connects with the R44 (right). The location of the historic Libertas irrigation furrow is arrowed (far left). (Image: ARCON, 1 July 2022).*



FIGURE 08: View 03: *The historic Libertas irrigation furrow dating back to c1794 and running along the southern boundary of the Markotter Sports Fields, connecting to the Eerste River at its northeast end. It is crossed by the southern end of Aan-den-Wagenweg. (Image: Elzet Albertyn, July 2017).*



FIGURE 09: View 04: *Recently completed guest accommodation at the southern end of Aan-den-Wagenweg, forming part of the new hospitality complex in the precinct. This building occupies the site of labourer's cottages demolished to make way for the R44. The brown washed aggregate road surface and cobbled margins are a historical reference to the old wagon road. This building has not been graded but, in my view, warrants Grade IIIC status (of contextual significance) notwithstanding being recently built. (Image: ARCON, 1 July 2022).*

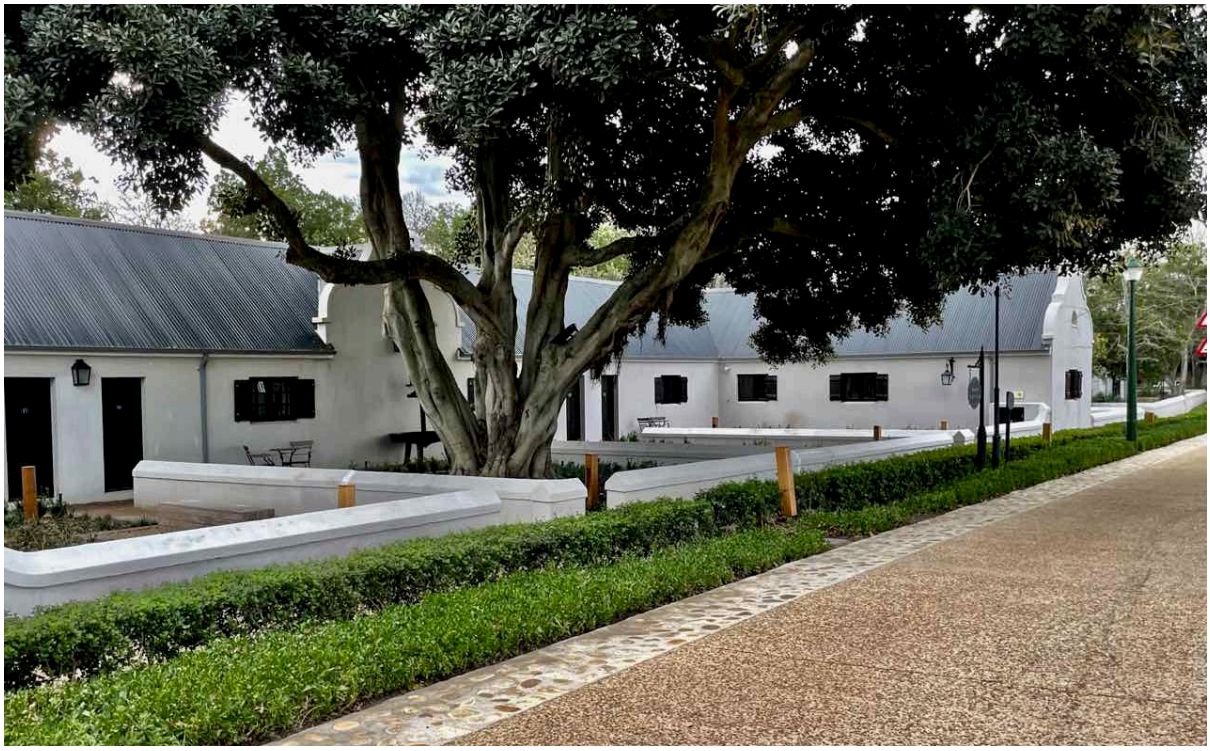


FIGURE 10: View 05: *The second of two surviving Rhodes Cottage complexes: graded Grade IIIA, but deserving of Grade II status in my view. It currently provides guest accommodation for the small hospitality complex in the precinct. (Image: ARCON, 1 July 2022).*



FIGURE 11: View 06: *The 'Kuiperhuis', now surrounded by recently completed new development forming part of the small hospitality complex in the precinct. The Kuiperhuis has been graded Grade IIIB (2013 Stellenbosch Heritage Survey). (Image: ARCON, 1 July 2022).*



FIGURE 12: View 07: *The surviving* Rhodes *Cottage complex closest to the Eerste River. The building now houses the Volkskombuis restaurant and has been graded Grade IIIA (2013 Stellenbosch Heritage Survey) although in my view is deserving of Grade II status. (Image: ARCON, 1 July 2022).*



FIGURE 13: View 08: *The intersection of Aan-den-Wagenweg and Dorp Street: formerly the exit gateway from Stellenbosch to Hottentot's Holland/Somerset West. This gateway is flanked by buildings identified as of high heritage significance (see also Figures 9 & 10) (Image: ARCON, 1 July 2022).*



FIGURE 14: View 09: *No 37 Dorp Street on the eastern corner of Aan-den-Wagenweg. This building and its neighbours are former National Monuments. It and and its neighbours have been graded Grade IIIA (2013 Stellenbosch Heritage Survey). (Image: ARCON, 1 July 2022).*

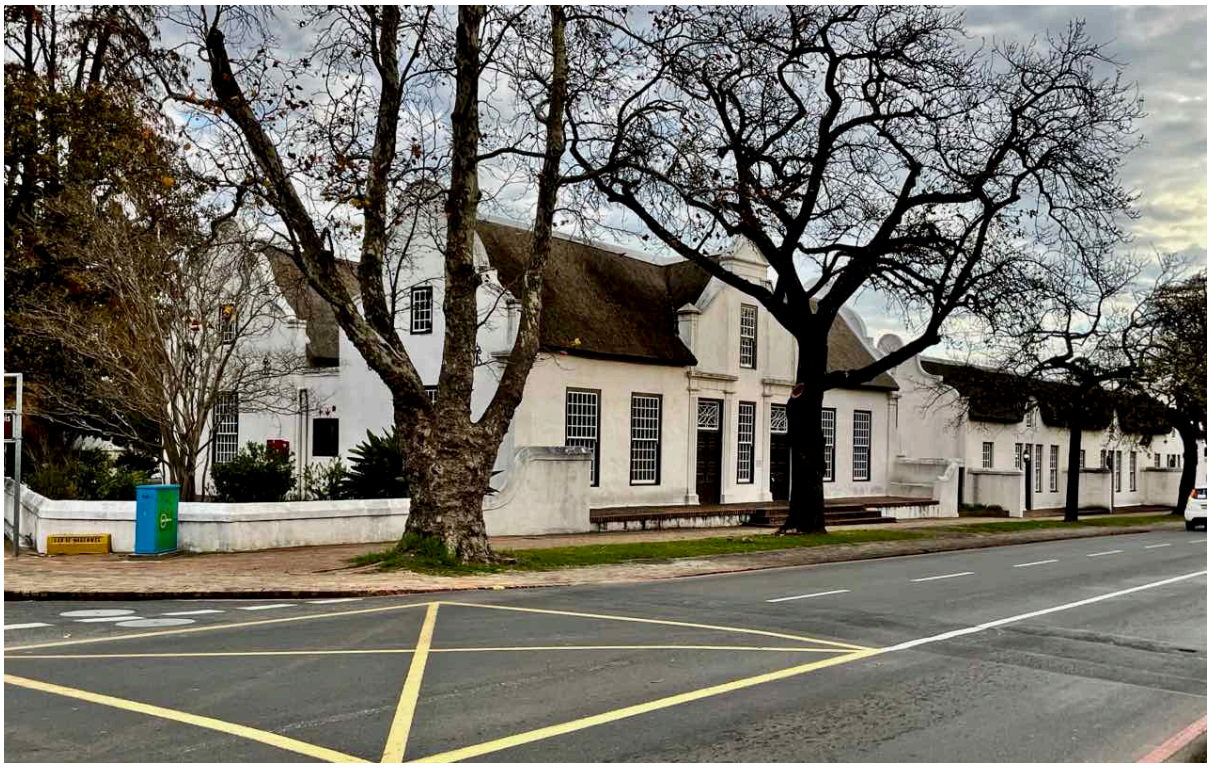


FIGURE 15: View 10: *This complex facing onto Dorp Street and the Stellenryk Wine Museum occupies the western side of Aan-den-Wagenweg. This property, including the buildings behind (see Figure18 for the other example side-on to this wagon route), is a Provincial Heritage Site. (Image: ARCON, 1 July 2022).*



FIGURE 16: View 11: *This group of buildings occupies the east side of Aan-den-Wagenweg. Although the date on the one gable is incorrect (the building is more recent) this group contributes positively to the streetscape in terms of overall massing, scale and architectural form. The group is currently not graded. This, I believe, is an oversight, and warrants at least Grade IIIC (of contextual significance) status. (Image: ARCON, 1 July 2022).*



FIGURE 17: View 12: *Stillewaters/ Helderwaters is an apartment complex end-on to Aan-den-Wagenweg and directly behind the 'Smidswinkel' complex in Figure 16. This modernist complex has been graded Grade IIIB (Stellenbosch Heritage Survey). (ARCON, 1 July 2022).*

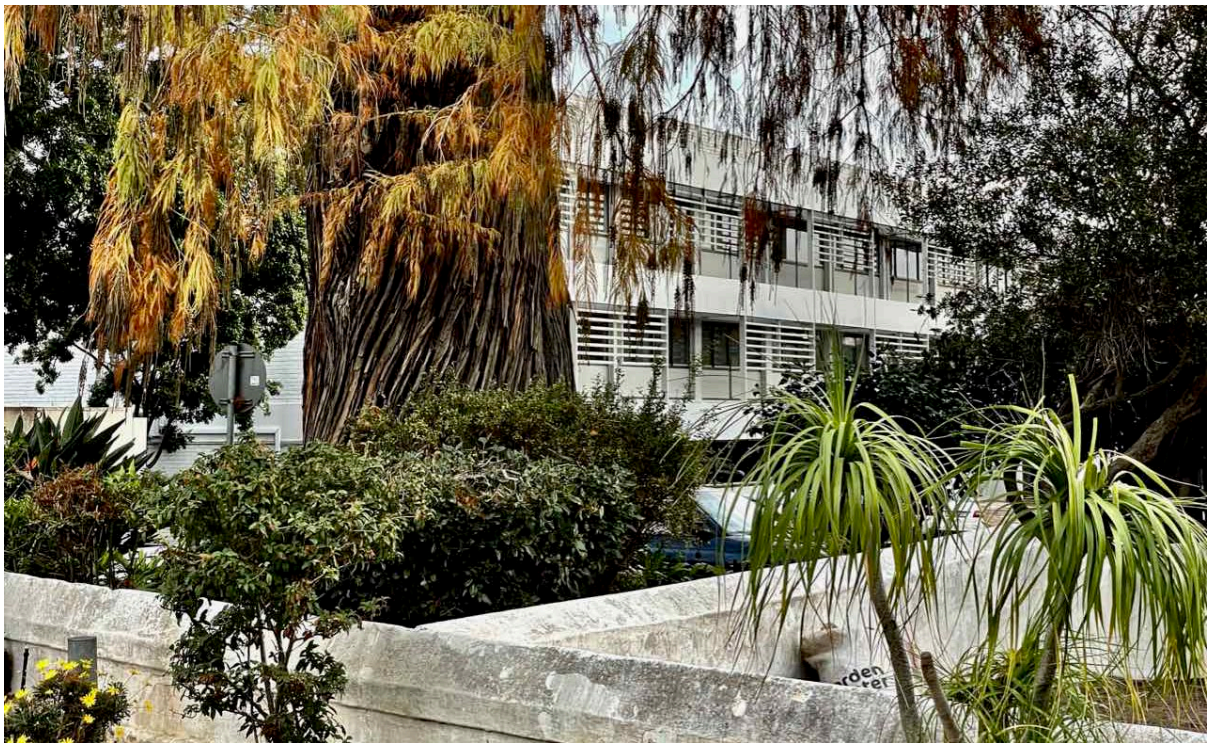


FIGURE 18: View 13: *This modernist office block forms part of the Stellenryk Wine Museum complex and, like Stillewaters/Helderwaters on the opposite side of Aan-den-Wagenweg, is end-on to the old wagon road. The building forms part of the Parva/Stellenryk Provincial Heritage Site and has not been individually graded. (Image: ARCON, 1 July 2022).*

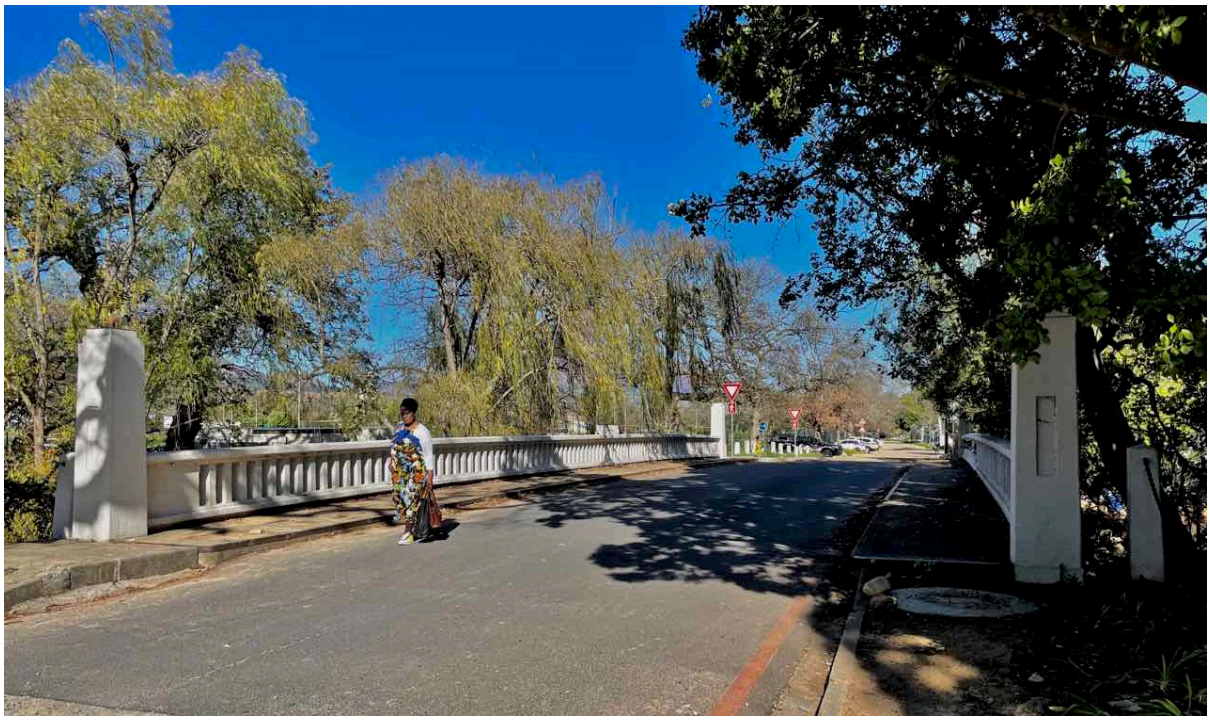


FIGURE 19: View 14: *The Victoria Bridge crosses the Eerste River on the old wagon road alignment. This structure warrants greater recognition than its currently suggested IIIC status, i.e. as per the 2013 Stellenbosch Heritage Survey. I believe this to be an oversight and submit that a Grade IIIA grading would be more appropriate. (Image: ARCON, 1 July 2022).*

iv) ***Approach south of the Eerste River: west side:*** From the southern approach along the wagon road from the R44 towards Stellenbosch, there are a series of substantially linear developments to the left (west) with a strong line of trees acting as a visual buffer between these buildings and the negative impact of the R44 further west. These developments include two recently completed small hospitality complexes and two existing complexes (**Figure 04**). The latter comprise two surviving former labourer's cottage complexes (the Rhodes Cottages): the one having operated for a while as a brandy museum, and other as a restaurant (which is still the case). Both sets of Rhodes Cottages have been graded Grade IIIA[1] (of highest local significance) although I believe their significance to be higher as already mentioned. Both are former National Monuments. The new complex immediately to the south of the Rhodes Cottages has been built around another existing building, i.e. the so-called Kuiperhuis. This building has been graded Grade IIIB. All of the recently completed buildings respond positively in terms of overall scale, massing and architectural form to the Kuiperhuis and Rhodes Cottages. The result is that the overall spatial integrity that has characterized the western side of the wagon route south of the Eerste River for well over a century if not longer, has been retained.

v) ***Approach south of the Eerste River: east side:*** The eastern side of the road is bounded by the Markotter Sports Fields of Paul Roos Gymnasium, previously agricultural land but nonetheless now still retained as largely undeveloped open space. Where development has occurred in the form of the school's multi-storey sports center and grandstands, this has been set well back and therefore does not impact negatively on the historic integrity of the wagon road. The overall spatial character of the east side of the road south of the Eerste River has therefore been largely retained, albeit not as cultivated agricultural land as had existed up to the mid-20th C.

vi) ***Approach north of the Eerste River:*** Unlike the south side, there is development on both sides of the route at its northern end. The intersection with Dorp Street is flanked by two buildings of high heritage significance, i.e. on the west corner: a historic thatched and gabled townhouse facing onto Dorp Street and forming part of the Libertas Parva and the Stellenryk Wine Museum complex (all part of a deserved Provincial Heritage Site[2]); and off the east corner: No 37 Dorp Street (graded Grade IIIA[3] – of highest local significance – a grading with which I concur). Beyond the latter on the east side of Aan-den-Wagenweg are a group of buildings that have not been graded in the Stellenbosch Heritage Survey but nonetheless contribute significantly to the spatial context of the wagon route in terms of overall massing and scale.

3 Historical Background

The historical background of Aan-den-Wagenweg has been largely covered in Dr Elzet Albertyn's heritage impact assessment of July 2017 (approved by HWC in February 2018). A copy of that report is attached.

The following key points relate to the historical morphology of the surrounding landscape informed, *inter alia*, by the Albertyn Report and various other survey maps and illustrations:

[1] Stellenbosch Heritage Survey, 19 March 2013.
[2] Ibid
[3] Ibid

i) ***C1688-1692: Early wagon routes into Stellenbosch:*** The earliest known map of Stellenbosch (c1688-1692), i.e. barely 3-7 years after it was formally established as a town, includes three major wagon routes in and out of the settlement (**Figure 20**). These include a wagon route to the north to Drakenstein (Paarl); another to the west to Cape Town; and a third, (the subject of this nomination), to the south to Hottentots Holland and outlying territories into the east coast territories of the country. It is almost certain that these trails followed routes that originated as wild animal tracks, subsequently widened by first nation Khoe herders with their livestock.

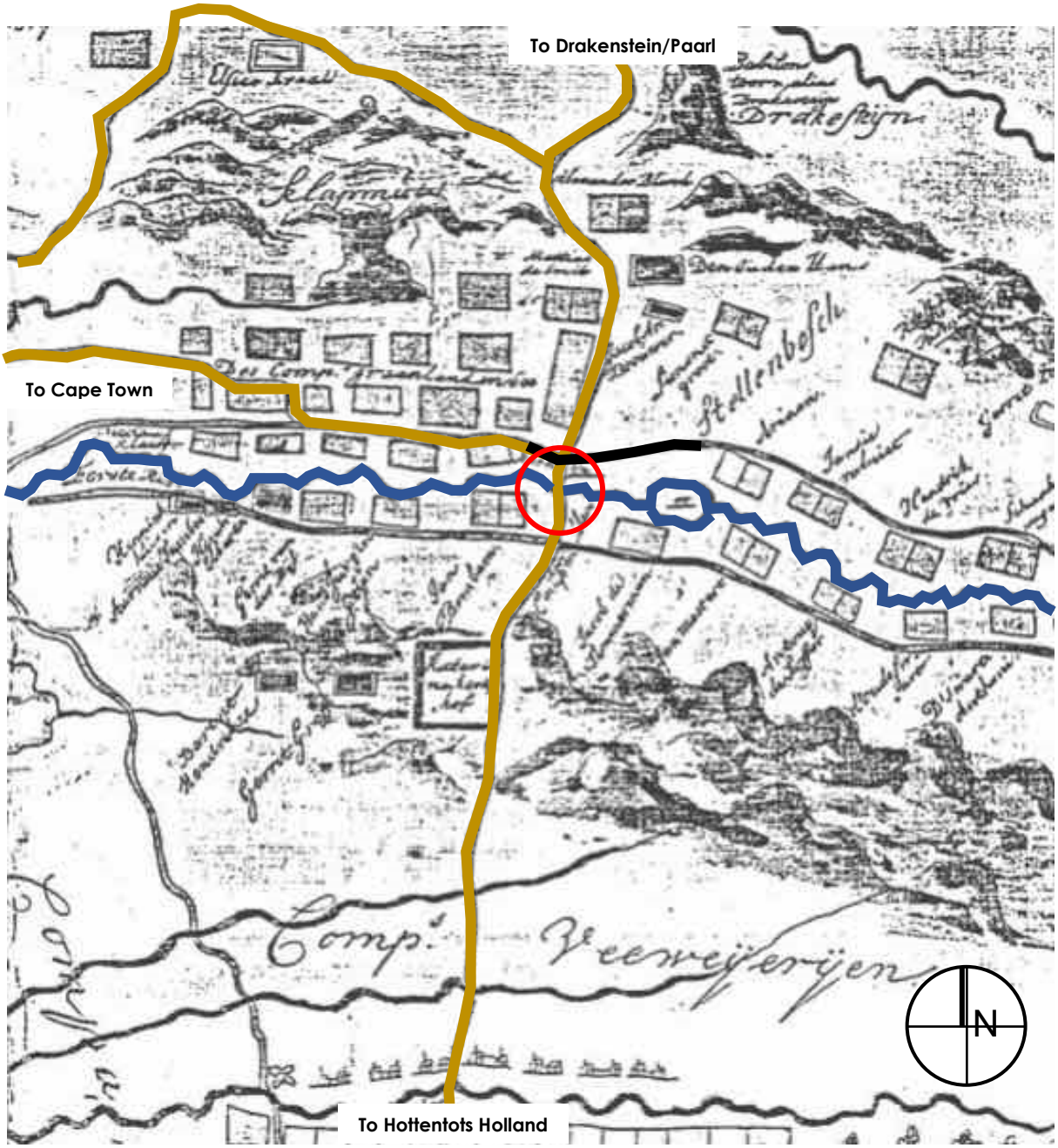


FIGURE 20: *Portion of a larger map of the Cape Peninsula and hinterland showing Stellenbosch with the Eerste River (in blue) and various wagon trails around the settlement. Some of these are 'buurmanslane' connecting various neighbouring farms along the Eerste River. The principal routes leading to Cape Town, Drakenstein and Hottentot's Holland are indicated in brown. The track that became Aan-den-Wagenweg is circled in red. The road in black indicates the beginnings of Dorp Street. (Western Cape Archives, M42).*

ii) ***1691- 1776: The two early river gateway crossings.*** During the 18th C, there were two river gateway crossings into Stellenbosch. These were the Steenenbrug/Plankenburg crossing from Cape Town (the present Bosman's Crossing indicated as Node 2 in **Figure 01**) and the crossing of Aan-den-Wagenweg from Hottentots Holland. A bridge over the Steenenbrug was the first bridge constructed into Stellenbosch that could carry wagons and dates back to 1691 (a timber footbridge had been constructed to the then island in the Eerste River where Stellenbosch the Drostdy was located). The Aan-den- Wagenweg crossing over the Eerste River remained a ford until well into the 18th C (**Figure 21**) due to seasonal flooding of the Eerste River. At some stage, presumably after 1776, the timber Koloniesbrug was constructed but had to be rebuilt on various occasions due to the continued seasonal flooding of the river. By the 1800's the ford, which still had to be negotiated, presumably when the Koloniesbrug could not be used, was being called Stoltzendrift.

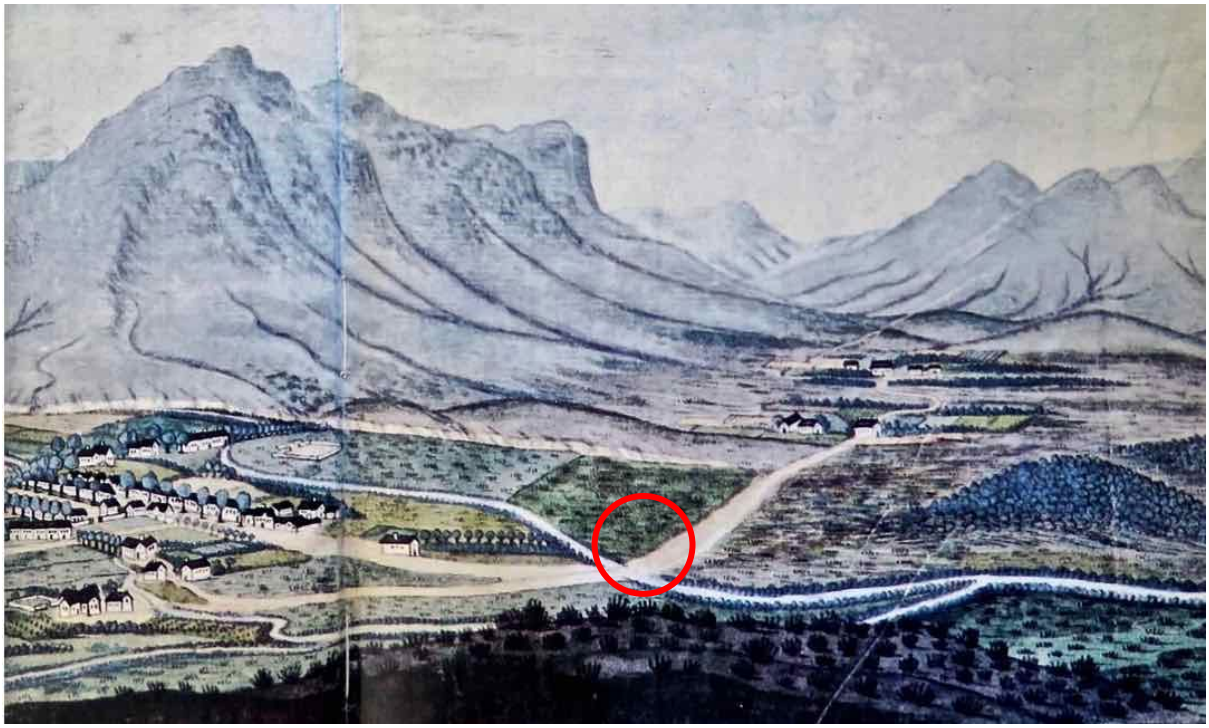


FIGURE 21: *A portion of the 1776 watercolour sketch from Pappegaaisberg by Johannes Schuhmacher showing the Aan-den-Wagenweg crossing over the Eerste River (circled) from Hottentots Holland – at that stage still without a bridge. Immediately above the ford and partly enclosed by the circle is part of the farm Doornbosch, now largely occupied by the Markotter Sports Fields of Paul Roos Gymnasium. From the right-hand side of this image is the approach from Cape Town towards the Plankenbrug, partly obscured by a portion of Pappegaaisberg in the bottom foreground. (Swellengrebel Collection, Breda, Netherlands).*

iii) ***Pre-1794: The Libertas irrigation channel:*** In the course of exercising water rights in favour of the Farm Libertas, an irrigation furrow from the Eerste River was dug, crossing Aan-den-Wagenweg at the southern end of the current study area. This very early water channel, already depicted on a diagram of 1794 (Albertyn, p35 Fig 22) still survives. Its location is marked in **Figure 03** of this report.

iv) ***1817: Further development of Stellenbosch and its main access routes:*** Between 1776 and 1861, Stellenbosch underwent significant growth and the boundaries of the settlement more clearly defined. What had previously been open agricultural blocks within the settlement were being filled in by new development and the earlier routes into the town consolidated. That included the re-alignment of the northeast entry into Stellenbosch from Helshoogte/Franschhoek to follow a more rectilinear grid pattern. (**Figure 22**). However, there was still no permanently usable bridge at the Aan-den-Wagenweg/Stoltzendrift crossing.

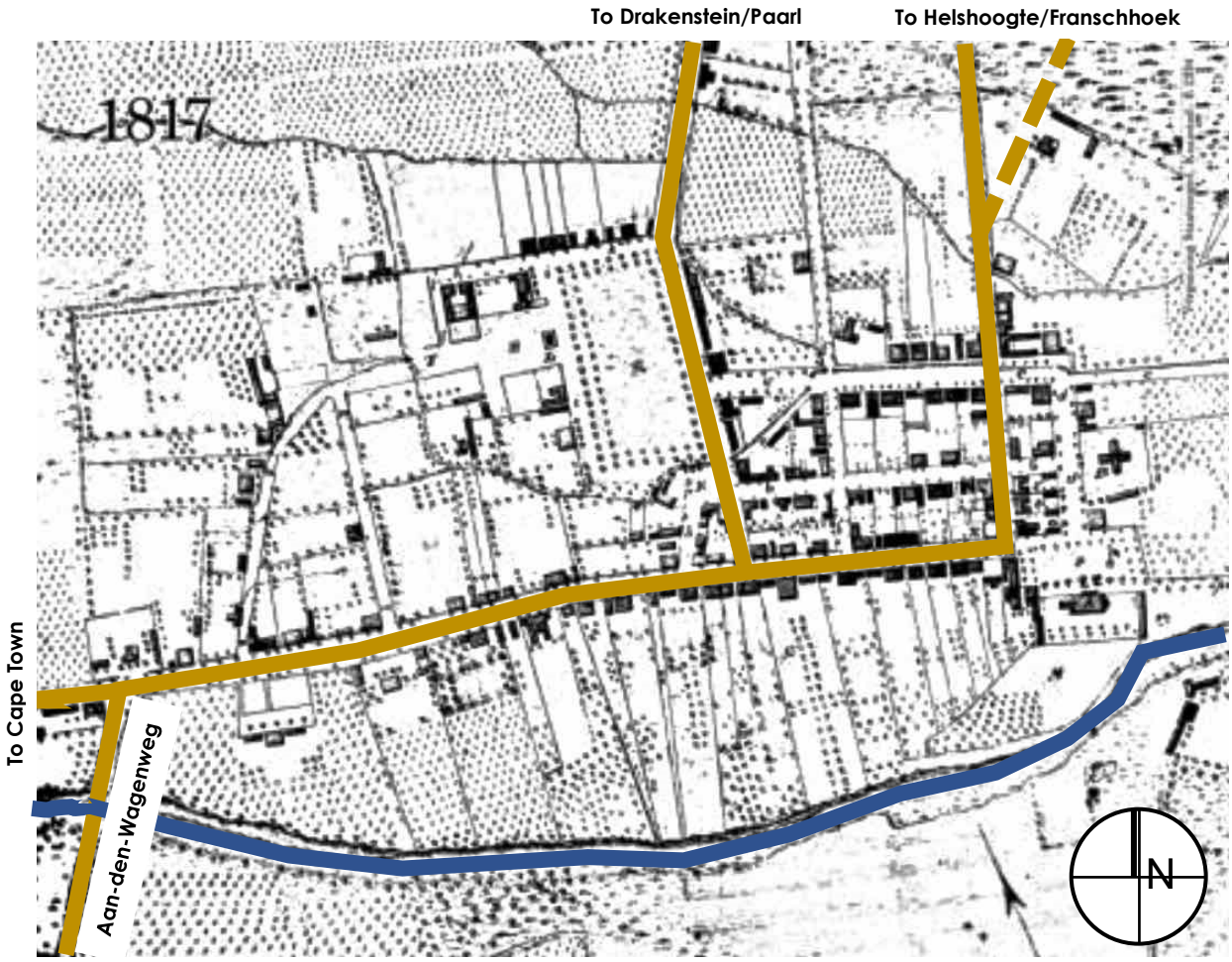


FIGURE 22: *A portion of the 1817 survey of Stellenbosch by WF Hertzog showing how the town had grown and indicating the formalisation of the town's boundaries and road network. Main entry/exit routes are indicated in brown. Note the re-alignment of the northeast exit to Franschhoek to correspond with the town grid at Van Ryneveld Street. Evidence of the previous route can still be seen in the form of the 'Skuinshuis' and the University of Stellenbosch's Wilgenhof student's hostel building footprints, which still follow the previous alignment.* (Courtesy, Stellenbosch Heritage Foundation).

v) ***Mid-latter 1800's: Construction of the first Victoria Bridge:*** The 18th C Koloniesbrug was eventually replaced by a more substantial timber single arched bridge with central support (**Figure 23**). This became known as the Victoria Bridge. This structure clearly proved to be more durable than its predecessor and remained in use until replaced in c1930 by the present concrete Art Moderne bridge that bears the same name.



FIGURE 23: *The first Victoria Bridge. This structure replaced the Koloniesbrug at some stage between the mid and latter part of the 19th C. This single arched timber bridge with central support was more substantial than its predecessor. Note the washerwomen on the right (circled) while additional laundry activity can be seen in the background including on the opposite riverbank. The people in this image would have been locals from Roesdorp/Die Bos; the Rhodes Cottages (see vi) below) and dwellings on the north bank of the Eerste River. (From Albertyn, p40 Fig 30. Image from the Stellenbosch Museum: A/b:10b.i.EER).*

vi) ***C1900-1902: Construction of the Rhodes Cottages:*** The so-called Rhodes Cottages located alongside Aan-den-Wagenweg were built to house labourers of the farms Vredenburg/Libertas. These farms were acquired by Cecil John Rhodes in 1898 (Libertas acquired partially) on the advice of Harry Pickstone, managing director of Rhodes' expanding foray into deciduous fruit farming at the Cape. The housing originally comprised three sets of U-shaped Cape Revival dwelling complexes fronting onto the old Wagenweg wagon route (**Figure 24**). These buildings were almost certainly designed by Sir Herbert Baker, although plans confirming this have yet to be found.

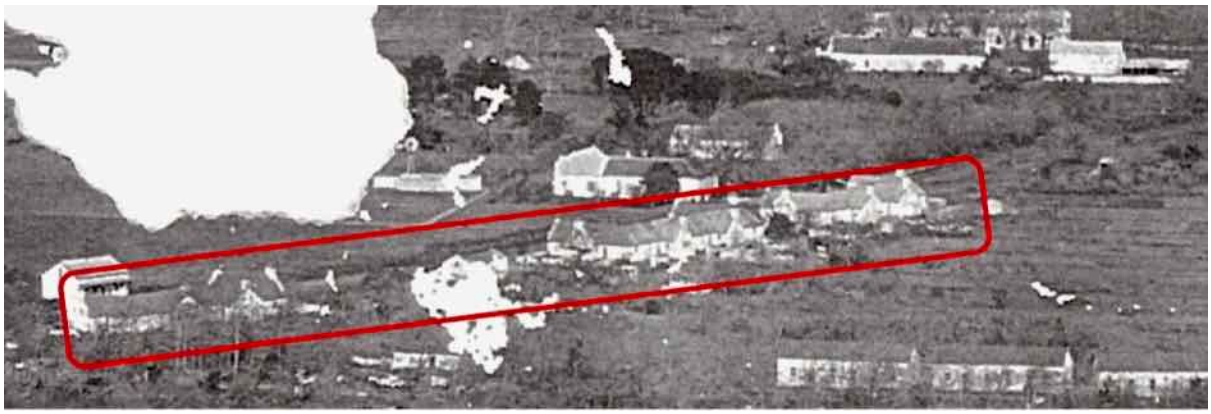


FIGURE 24: *The set of three Rhodes Cottages houses (within the red rectangle) viewed from the north, and only a few years after their completion. Part of Roesdorp along the south bank of the Eerste River is visible along the bottom of this image. Roesdorp and the buildings immediately beyond the Rhodes Cottages no longer exist, and the land upon which the latter buildings stood now forms part of the Markotter Sports Fields. (From a larger photograph in Albertyn, p39 Fig 28. Image from the Stellenbosch Museum).*

vii) ***C1930; Construction of the 'new' Victoria Bridge:*** By the late 1920's, the timber Victoria Bridge was proving inadequate for the heavier motorized transport that had become widespread on the Cape's roads. This led to the construction of a replacement bridge of reinforced concrete designed in the Art Moderne (Art Deco) style. This is a relatively early date for the use of Portland cement concrete, especially in the Western Cape considering that the first Portland cement factory was opened at De Hoek, Piketberg, barely 9 years earlier, and that reinforced concrete construction at this time in South Africa, not to mention the Western Cape, was even rarer.

viii) ***The surrounding landscape by 1938:*** The Surveyor General aerial survey of 1938 shows that by this date, the Aan-den-Wagenweg approach into Stellenbosch was still very strongly rural and agrarian in character (**Figure 25**).

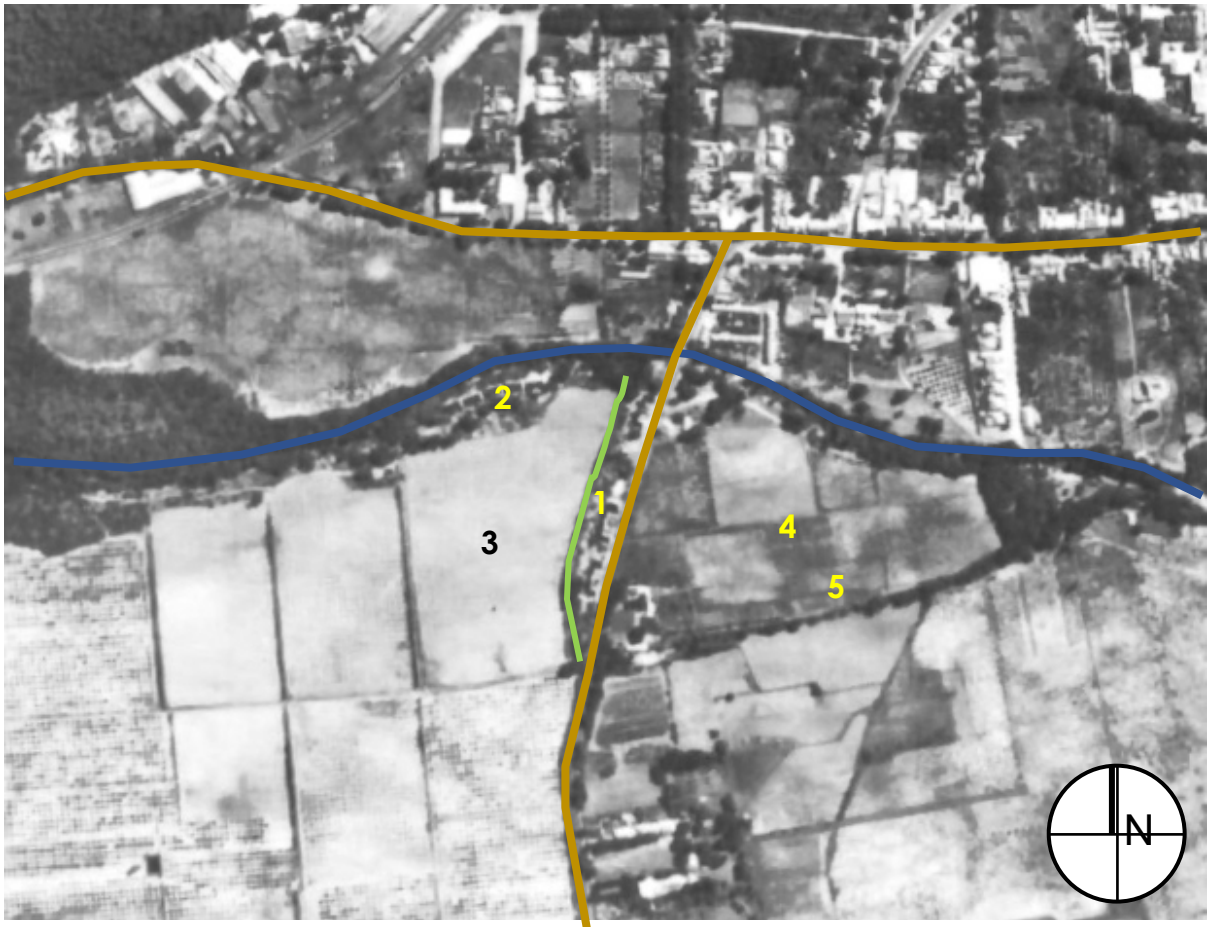


FIGURE 25: *1938: The southern approach into Stellenbosch showing the three sets of Rhodes Cottages **(1)** along Aan-den-Wagenweg. Roesdorp **(2)** is visible along the south bank of the Eerste River (in blue). The Rhodes orchards to the west **(3)** are separated from the Rhodes Cottages by maturing tree canopies (in green) forming a linear wind break parallel with the Cottages and the wagon road. Other rectilinear wind breaks in the orchards are also clearly visible to the west. The agricultural lands of Doornbosch **(4)** to the east (now the Markotter Sports Fields) are divided into various agricultural quadrants. The buildings on this land east of the wagon road are more clearly indicated in **Figure 24**. The course of the historic Libertas irrigation furrow **(5)** is marked by the extended row of trees immediately to the south of the agricultural lands. The farm werf at the bottom of this image is that of Doornbosch, which still exists. (SG Historical Aerial Survey Series frame 126_084_12284).*

ix) ***The surrounding landscape by 1953:*** The Surveyor General aerial survey of 1953 shows that by this date, little had changed either to the Aan-den-Wagenweg precinct or its immediate context. The landscape is still strongly rural in character with cultivation on both sides of the wagon road south of the Eerste River (**Figure 26**). Krigeville to the east (right of centre) is in the process of development.



FIGURE 26: *1953: The southern approach into Stellenbosch is still largely unchanged from 1938 and retains a strongly rural character. (SG Historical Aerial Survey Series frame 335_006_06062).*

x) ***The Group Areas Act and forced removals:*** In 1962, the residents of the area on both sides of the Eerste River, including those residing at Rhodes Cottages and Roesdorp (also known as 'Die Bos'), were forced to leave their homes, resulting in much pain and suffering. These included members of well-known Stellenbosch families such as the Februaries and Van Rooys (Albertyn, p59).[4] These and others were relocated to Jamestown and Ida's Valley after the Aan-den-Wagenweg precinct was declared a White Group Area.

xi) ***The surrounding landscape by 1977***: The Surveyor General aerial survey of 1977 (**Figure 27**) reveals significant changes in the immediate landscape since 1953. The old agricultural lands to the west of the wagon route had, during the latter 1960's, been acquired by Paul Roos Gymnasium. This land, marked by an athletics oval, had become the Markotter Sports Fields, displacing what had been agricultural land. The old Rhodes fruit orchards to the west can be seen under development as a new residential area. This was to be euphemistically called 'Die Boord'. Even more significant is the presence of the newly completed R44 to the west of the old wagon road, cutting it off at its southern end and turning it into a cul-de-sac. Further visible changes include the loss of the southernmost of the three sets of Rhodes Cottages (**Figure 28** No.4) to make way for the R44. Also gone are the buildings on the farmland opposite the Rhodes Cottages (visible in **Figure 27**), and Roesdorp/Die Bos on the southern banks of the Eerste River. The old approach from Cape Town over Plankenbrug has by now also been cut off from the bottom of Dorp Street and turned into a cul-de-sac, now called Distillery Road, to north of the railway lines.

National Monument declaration of Rhodes Cottages: On 9 December 1977, Erf 6156 containing the remaining two Rhodes Cottages was declared a National Monument in terms of the then National Monuments Act (28:1969).

[4] From Boonzaaier 1995:3; F1 Stellenbosch Museum.



FIGURE 27: *1977: The southern approach into Stellenbosch, now significantly altered with the then recent construction of the R44 (in dark brown) west of the old wagon road (in yellow). The R44 is a north-south through-route across Dorp Street (indicated in lighter brown), bypassing the western end of the town whereas the old wagon road had T-'d into Dorp Street. (SG Historical Aerial Survey Series frame 335_006_06062).*

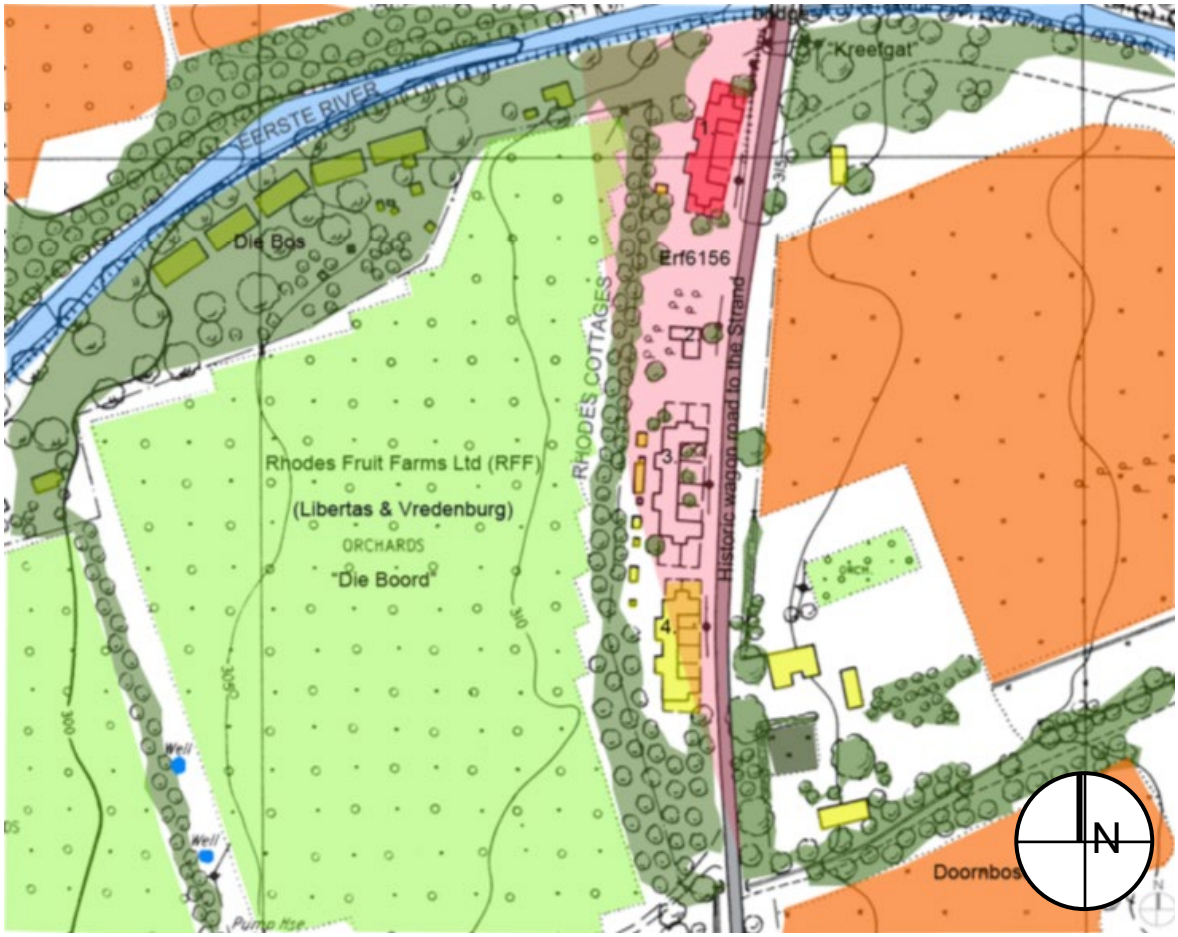


FIGURE 28: *Diagram indicating in yellow the buildings within the immediate context that have been demolished; No 4 (to the south) to make way for the R44. Erf 6156, declared a National Monument in 1977, is indicated in light red. The northernmost building (in dark red - No 1) was converted to a restaurant. (Albertyn, p49 Figure 49).*

Despite the latter 20th C heritage losses around Aan-den-Wagenweg in the name of apartheid, traffic efficiency and steady expansion of the town, the spatial system within the immediate context of the old wagon route alignment south of the Eerste River remained (and still remains) largely open, with the old wind break along the west side of Rhodes Cottages fortuitously acting as a buffer to the R44. The bypassing of Aan-den-Wagenweg and its adjacent historic buildings by the R44 has therefore ironically saved this precinct as a discrete historic enclave, albeit at the expense of some of its individual historic buildings.

xii) ***Recent Developments south of the Eerste River:*** Between 2018 and 2022 extensive upgrading of Erf 6156 including the portion of Aan-den-Wagenweg south of the Eerste River was undertaken under the stewardship of the property owner, Millennia Park (Pty) Limited in terms of a public-private partnership initiated by Stellenbosch Municipality for managing various sections of the Eerste River. This work included the limited construction of new buildings forming part of a new hospitality complex within the precinct (**Figure 04**). Also included was extensive re-landscaping of the area. This not only involved substantial new tree planting, but also the construction of a new non-motorised transport (NMT) route to the east of the old road and alongside the fence of the Markotter Sports Fields. Also undertaken was the re-surfacing of the old road with a brown washed aggregate finish: the latter being an historical reference to the gravel road it had once been. The new NMT route reinstated Aan-den-Wagenweg as a formalised through road to the R44, albeit not for motor vehicles. At its northern end, the NMT route links up with a new system of pathways and cycle tracks currently under construction along the south bank of the Eerste River in accordance with the same stewardship agreement with Stellenbosch Municipality.

xiii) ***Recent Developments north of the Eerste River:*** The work in this area has been more limited in scope given that this portion of Aan-den-Wagenweg is mostly publicly owned. A project that has recently been completed is the construction of a new vehicular turnabout. This is located off the eastern side of the historic roadway close to the northern end of the Victoria Bridge. The project, also executed under the stewardship of Remgro Limited as part of the same private-public partnership with Stellenbosch Municipality, provides a turnabout for vehicles, especially taxis, close to Dorp Street. This saves public transport from having to cross the Victoria Bridge to turn around on the southern side of the Eerste River.

Future proposals: The intention is for the portion of Aan-den-Wagenweg between the Victoria Bridge and the intersection with Dorp Street, to be re-surfaced in the same manner as on the southern side of the river in recognition of the roadway's historical importance as the main road from the south entering Stellenbosch.

4 Expanded Statement of Heritage Significance

Aan-den-Wagenweg has heritage significance at a provincial, regional and precinct level largely related to it being historically and aesthetically the most well-defined, cohesive and representative of the surviving historic gateways into Stellenbosch, a town that can realistically be considered of national heritage significance as the country's second oldest European settlement and a primary historical, architectural and scenic anchor within the Cape Winelands, an area already identified for potential World Heritage status.

Overview of historic gateways into comparable early Cape settlements up to the mid-18th C.

i) ***Stellenbosch (1679)*:** all other historic gateways apart from the Aan-den-Wagenweg precinct now spatially degraded and/or heavily altered (**Figures 29-34**);
ii) ***Paarl (1687)*:** all historic gateways now spatially degraded and/or heavily altered apart from the northern entry into Main Street which still retains its historic rural sense of place, albeit not as a discrete precinct as is the case with Aan-den-Wagenweg (**Figures 35-36**);
iii) ***Franschhoek (1688)*:** historic gateways significantly altered at both northeast and southwest ends (the southwest is much later, dating back to the construction of the Franschhoek Pass in 1822). The alterations are the result of road reconfigurations and subsequent 20th C urban development, notwithstanding good contextual scenic and streetscape qualities at both ends (**Figures 37-38**);
iv) ***Tulbagh (1699)*:** historic gateways spatially degraded due to road alterations and surrounding latter 20th C urban development, although historic Church Street itself with both of its gateways (south and north) remains highly significant as a historic enclave worthy of at least Provincial Heritage, if not National Heritage status (**Figures 39-40**);
v) ***Malmesbury (1743)*:** historic gateways spatially degraded and heavily altered due to extensive road alterations and reconfigurations, 20th C agri-industry and latter 20th C urban development: but with the exception of the R302 entry from Klipheuwel/Stellenbosch which is 'only' partly altered due to road alterations and latter 20th C urban infill (**Figures 41-42**);
vi) ***Swellendam (1743)*:** historic gateways largely intact but the main road entered from these points has been partly degraded, in places, heavily, due to latter 20th C roadworks (**Figures 43-44**).

Simonstown (1743+) is not considered comparable to the other settlements featured above, although it is an early Cape settlement. That is because it is now very strongly urban in character with its own very distinct naval history and related historic developments. Furthermore, Main Road Simonstown is now completely ensconced within urban ribbon development which has its own very distinct and significant historical character that cannot, be regarded as rural.

The early gateways to later towns, i.e. established after 1750 such as Graaf Reinet (1785), Uitenhage (1804) and Wynberg (1805) have similarly been transformed by subsequent new development and alterations to their historic built fabric. This has resulted in a consequent loss of historical character in those gateway areas. Similarly, the historic gateways to the settlements at Genadendal (1792) and Mamre (1807) have also been transformed, resulting in a loss of heritage significance. It is, however, notable that their historic cores retain very high architectural, aesthetic and historical significance and consequently already enjoy provincial heritage status. It is also notable that the historic wagon road gateways to both Elim (1824) and Wupperthal (1830), together with large parts of their settlements, substantially retain historical integrity. Notably, both also enjoy provincial heritage protection.

4.1. Historical Significance

4.1.1. Age and Strategic Significance:

Aan-den-Wagenweg has outstanding historical significance at both provincial/regional and local level as one of the earliest gateways into an early Cape settlement: in the case of

Stellenbosch, the second oldest European settlement in the country. It was already known to have existed by at least 1692 and probably substantially earlier. This is because it terminated a strategically highly important route between the hinterland via the Gantouw Pass and Hottentots Holland to Stellenbosch (**Figure 20**), from where wagons conveyed produce and other goods to Cape Town, thereby avoiding the shorter, but torturous route to Cape Town over the notorious Cape Flats dunes.

4.1.2. Rarity & Degree of Historical Intactness in Relation to other Early Cape Settlements

i) ***Relating to other historic gateways in Stellenbosch itself:*** Aan-den-Wagenweg was originally one of four formal gateways into Stellenbosch, and today the most intact of these in terms of spatial quality and surviving sense of place. The other gateways, i.e. at Plankenbrug, the northern route to Drakenstein/Paarl, and the northeast route to Franschhoek over Banghoek (now Banhoek) Pass have been significantly altered over time due to the steady expansion of the town (**Figures 29** to **34**). In the case of Plankenbrug, its interruption by the railway line into Stellenbosch and, eventually, its total disconnection from Dorp Street, has severely compromised its historical integrity. When the station road was upgraded to become the R310, the Plankenbrug gateway into Stellenbosch became a cul-de-sac and is now known as Distillery Road. This former entrance into Stellenbosch has since developed into a commercial precinct (Bosman's Crossing) characterised by substantial new development that has altered it out of all previous recognition, apart from the western approach to the current Plankenbrug bridge, which still retains some rural characteristics (**Figure 30**). Considering the aforementioned factors and the status of comparable gateways into other early Cape settlements, Aan-den-Wagenweg must clearly be considered of HIGH regional historical significance.



FIGURE 29: *c1900 photograph of the Plankenbrug, said to have been in the approximate location of the present railway bridge, i.e. a little further south than the present bridge. (RSA Architects: from Stellenbosch, Three Centuries, 1979).*



FIGURE 30: *View towards the current Plankenbrug Bridge located approximately 60m north of the old bridge in Figure 29. (node 2 in Figure 01). Although some remnants of the area's rural character are still evident on the left, the precinct is steadily being transformed out of all recognition from what it once was. (Image, ARCON, 6 July 2022).*



FIGURE 31: *Current view of the gateway intersection between the roads from Klapmuts and Drakenstein/Paarl (node 3 in Figure 01). The exact location of the original intersection is not clear, but would have been close by given the natural constraints of the terrain. (Image, ARCON, 6 July 2022).*



FIGURE 32: *Current view of the same gateway intersection as in Figure 31, but looking down present day Bird Street with the current turnoff to Klapmuts arrowed in yellow on the left. The historic approach would have been characterised by surrounding agricultural lands framed by mountain backdrops, unlike the current dramatically transformed situation. (Image, ARCON, 6 July 2022).*



FIGURE 33: *Current view of Wilgenhof Hostel, cnr Van Ryneveld and Victoria Streets (node 4, Figure 01). The footprint of the hostel follows the alignment of the old wagon road (yellow broken line) from Franschhoek into Stellenbosch before it was re-routed to follow the rectilinear town grid aligned on Van Ryneveld Street (see also Figure 22). This property used to be an old distillery ('Bosman se Stokery') on the northeast outskirts of Stellenbosch. (Image, ARCON, 6 July 2022).*



FIGURE 34: *The 'Skuinshuis' following the line of the old wagon road (in yellow broken lines) from Franschhoek at the point where it joined the rectilinear grid (solid yellow line). Despite the appealing streetscape, this demonstrates the degree to which the original gateway has been transformed by subsequent development. (See also Figure 22: top right-hand corner). (Image, ARCON, 6 July 2022).*

ii) ***Relating to Paarl's historic gateways:*** Paarl (1687) was founded 8 years after Stellenbosch and is the third oldest European settlement in the country, Simons Town being the second. Like Stellenbosch, it is another Cape settlement of high historical and architectural significance. Also, like Stellenbosch, it evolved as a linear settlement parallel to a natural watercourse (the Berg River) with agricultural allotments between its main thoroughfare and the river.



FIGURE 35: *Entry into the southern end of Main Street Paarl from the N1 offramp off this image to the left. This gateway has lost all historic integrity due to contemporary development and roadworks. (Image, Google Earth Street View, August 2020).*

The historical integrity of Paarl's southern gateway (into Main Street) has been substantially altered by contemporary development, 20th C road widening works and the construction of the N1 (**Figure 35**). The southern gateway into Main Street provided the main entry between Paarl, Cape Town and Stellenbosch. The northern gateway was a secondary gateway linking the settlement with surrounding farms and, later, Wellington (1840). This northern gateway into Main Street still retains its historical rural sense of place but lacks the discrete spatial identity of Aan-den-Wagenweg (**Figure 36**).



FIGURE 36: *Entry into the northern end of Main Street Paarl at the intersection of the Wellington/Malmesbury and Slot van Paarl roads. This gateway retains a degree of historic rural character but lacks the discrete sense of place and surviving historic spatial integrity of Aan-den-Wagenweg. (Image, ARCON, 23 October 2022).*

iii) ***Relating to Franschhoek's historic gateways:*** Franschhoek (1688) was founded as an enclave for immigrant French Huguenots who settled there and in nearby Paarl. The settlement was linear and laid out along the valley basin of the Franschhoek mountains, following the course of the Franschhoek River. The settlement could effectively only be approached from the west/northwest due to its enclosure by mountains on its other three sides. The current Franschhoek Pass, providing access to the hinterland to the east, was only constructed much later (1822) although a torturous and dangerous elephant trail had existed over the mountains to the hinterland prior to that. Historic evidence suggests that the main road was originally simply an extension of the old approach road into the settlement (**Figure 37**), whereas the current approach road Tee's into the main road at an angle (**Figure 38**). This road alignment which followed the railway line when it came to the town much later in 1904, probably therefore rendered the original approach redundant. Consequently, the current approach road into the town is very unlikely to follow an original historic alignment and therefore cannot be compared with Aan-den-Wagenweg, which does.

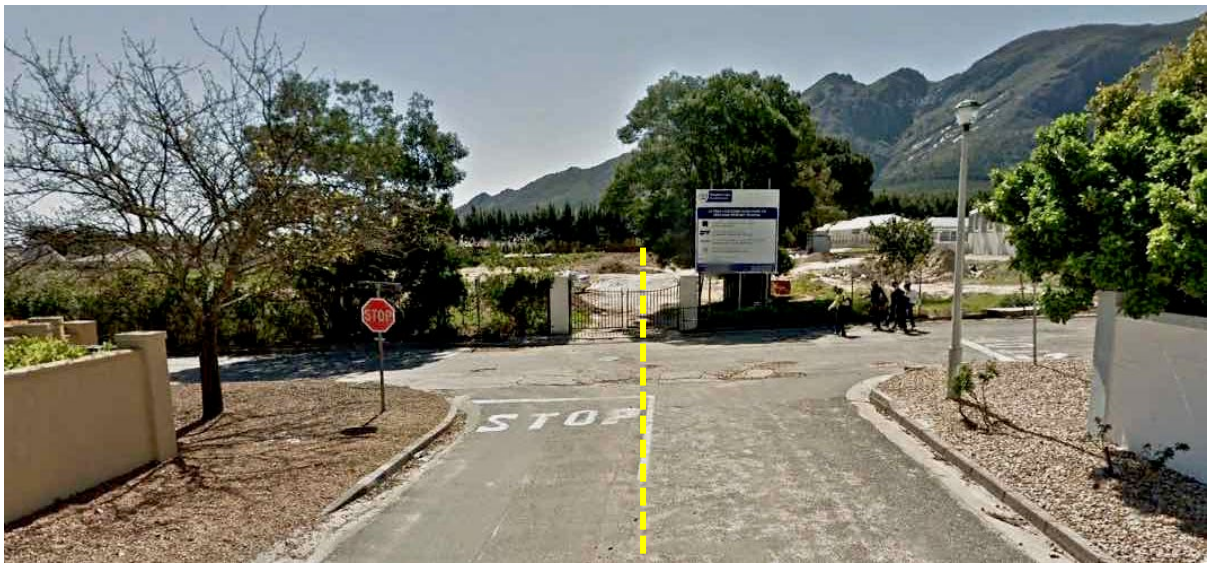


FIGURE 37: *The northwest end of the main road, Franschhoek looking towards Cape Town. This image indicates the likely alignment of the original approach, now terminated by a simple gate. (Image, ARCON, 23 October 2022).*



FIGURE 38: *Alignment of the current 20th C approach (red broken line) relative to the historic main road (yellow broken line) into which the current approach Tee's at an angle. The main road continues off the image to the left, terminating at the gate in Figure 37. (Image, ARCON, 23 October 2022).*

iv) ***Relating to Tulbagh's historic gateways:*** Tulbagh (1699) was, like Franschhoek, established within the basin of a valley amphitheatre, i.e. having mountains on three sides. Consequently, approaches to the town were constrained to the southern end of the valley, either from Worcester or via a dangerous and torturous route over the Obiqua Mountains from Malmesbury and Paarl. It was only during the 1760's with the completion of the first safe pass that a safe approach from the southwest was achieved. Both this approach and the approach from the south (the latter ending in what is now the main road of the town, i.e. Van der Stel Street) are now substantially transformed resulting in a significant loss of historical character (**Figures 39** - **40**). What is of very high significance (and long recognized as such) is the renowned Church Street with its famous collection of historic buildings. However, Church Street is not an entry route into an historic town unlike Aan-den-Wagenweg.



FIGURE 39 *Tulbagh approached from the southwest. This approach has been substantially altered over the years and no longer constitutes a historically representative landscape. (Image, Google Earth, October 2022).*



FIGURE 40: *Tulbagh approached from the south, becoming Van der Stel Street i.e. the main road of the town. Like the approach from the southwest (Figure 39), this route has been substantially transformed over the years and no longer constitutes a landscape of high historical, architectural and aesthetic value. (Image, Google Earth, October 2022).*

v) ***Relating to Malmesbury's historic gateways:*** Malmesbury (1743) was founded as a settlement around natural mineral springs but thereafter evolved into a typical 'kerkdorp' for surrounding farmers wishing to attend monthly 'nagmaal' (holy communion). It later became a major agricultural centre serving the area's wheat farmers and processing their harvests. The historic town centre nestles between three hills with a southern boundary formed by the Diep River. The nature of this topography has resulted in four primary routes into the town, i.e. the gateway road from Cape Town (now the R302); the gateway road from Paarl (Piet Retief Street: now the R45, east); the historically lesser entry points of Bokomo Road from Darling (now

the R315, west), and the road to Moorreesburg and Piketberg (Voortrekker Road: now the R45 north). All of these entry/exits have been significantly altered, although the entry from the old Cape road along the R302 to a lesser extent (**Figure 41**). The gateway road from Paarl has been negatively impacted by changes in levels resulting from 20th C roadworks (**Figure 42**) while the western approach along Bokomo Street has evolved into a 20th /21st C industrial landscape (**Figure 43**). The northern entry along Voortrekker Road does not have any specific gateway point and transitions from 20th C residential to commercial as one moves into the town (**Figure 44**). These approaches lack the very special architectural, aesthetic and historical qualities of Aan-den-Wagenweg.

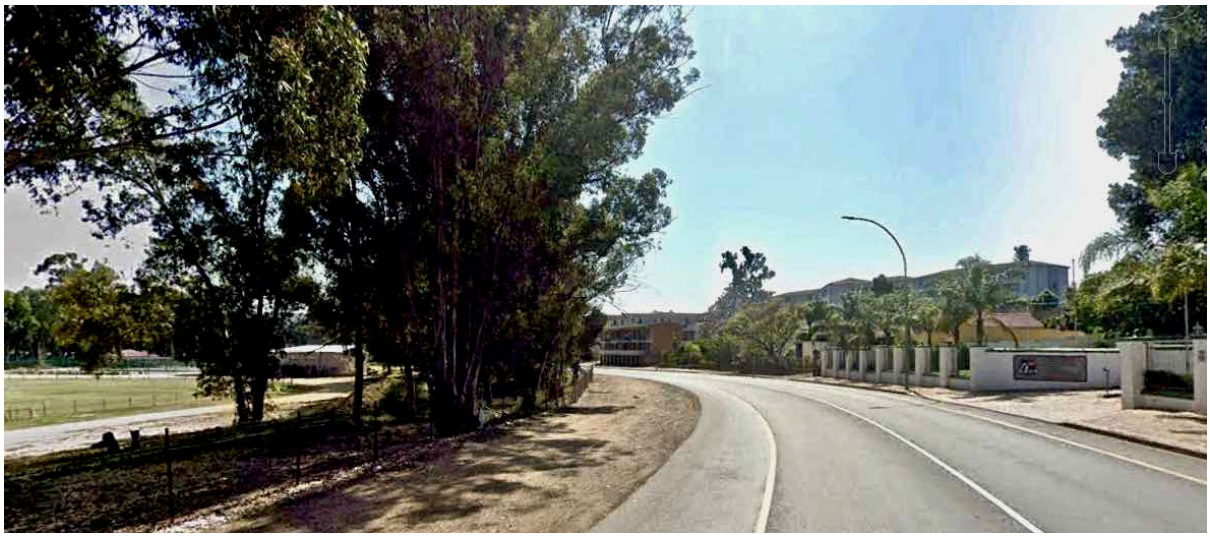


FIGURE 41: *Entry along the old Cape Town road into Malmesbury. The spatial integrity of the open space system (formerly the town's outspan – now sports fields) on the left with the Diep River beyond, survives although development on the opposite side of the road (right) comprises largely late 20th C flats but occasionally interspersed by a few isolated Victorian villas. (Image, Google Earth Street View, November 2022).*



FIGURE 42: *Entry along the road from Paarl into Malmesbury. Changes in level and alignment due to 20th C roadworks have significantly altered the historical integrity of this gateway route which is especially regrettable as a substantial number of late 19th/early 20th C dwellings survive along this route. (Image, Google Earth Street View, November 2022).*



FIGURE 43: *The entry into Malmesbury from the west off the N7 along Bokomo Street has been transformed into a 20th C industrial landscape, largely around the processing and milling of wheat. (Image, Google Earth Street View, August 2022).*



FIGURE 44: *Entering Malmesbury from the north off the N4 and along the old road alignment from Mooreesburg/Piketberg. This approach has been significantly transformed by commercial development and has lost all traces of historical character apart from a few isolated buildings further south along this street. (Image, Google Earth Street View, August 2022).*

vi) ***Relating to Swellendam:*** Swellendam (1745) developed as a commercial centre on the wagon road up the eastern end of the country. It was established with a Drostdy to maintain some control over trekboers moving further into the country, and demonstrating too much independence for the liking of the government at the Cape. Like Paarl and Stellenbosch, the settlement evolved in a linear form with a main road (Voortrek Street) parallel to the banks of the Breede River, with agricultural allotments between the main road and the river. The town has two historic entry points, one from the southwest and the other from the northeast. The former has been substantially transformed by 20th C development (**Figure 45**). This includes roadworks that have negatively impacted the historical integrity of Voortrek Street in parts. However, the northeast end of this street around the old Drostdy does retain much of its historic character (**Figure 46**) probably second only in terms of overall historic character to Aan-den-Wagenweg, although Voortrek Street's flanking buildings in this area are much earlier. Nonetheless, this area remains a very busy vehicular thoroughfare unlike Aan-den-Wagenweg. Also, this entry point can neither be considered a gateway to a town with the same historical gravitas as Stellenbosch, nor can its old wagon road approach claim to have the same degree of strategic historical and economic significance as Aan-den-Wagenweg. However, with creative planning, sensitive urban design, and re-routing of traffic, this gateway does have great potential to become a historic precinct deserving of regional heritage recognition in due course, and as already enjoyed by various historic buildings in the area of the Drostdy.



FIGURE 45: *Entering Swellendam from the southwest from Ashton and Worcester. The landscape in this area has lost a significant amount of historical character due to road widening and latter 20th C development. (Image, ARCON, 23 October 2022).*



FIGURE 46: *Entering Swellendam from the northeast from the N2. The landscape in this area retains a significant amount of historical and rural character although currently compromised by traffic loads that can become heavy at times. This area (the Drostdy precinct) has potential for improvement and recognition as an historic gateway of regional significance if the traffic issue can be resolved as at Aan-den-Wagenweg. (Image, ARCON, 23 October 2022).*

4.2. Aesthetic/Spatial Significance

4.2.1. Spatial Intactness

Aan-den-Wagenweg is the most spatially intact of all the historic gateways into Stellenbosch. It is also probably the most spatially intact of all other gateways into early settlements in the province apart from those already enjoying provincial heritage protection (see **4.1.2**). Despite clear transformations in the landscape from the new and upgraded road systems in the 1970's that saw this old wagon road cut off and turned into a cul-de-sac, its surrounds have retained significant aspects of rural character. Ironically, it was the cul-de-sac that resulted in the precinct becoming an enclave, with the wagon route as the historical anchor. Consequently, Aan-den-Wagenweg has become the key defining element tying together the precinct's architecturally and historically significant buildings, planting patterns, waterways and open spatial systems. While other early towns in the Western Cape also boast significant historic enclaves (including Stellenbosch itself), none apart from Elim and Wupperthal constitute such aesthetically well-defined, largely intact surviving historic gateways into those settlements as does the subject of this nomination.

4.2.2. Recovery of Aesthetic/Spatial Significance

Recent landscaping, road alterations and abutting infill development between 2018 and 2021 have helped to consolidate the Aan-den-Wagenweg precinct and this historic road alignment south of the Eerste River. These works have not only helped to strengthen the definition historically provided by linear development along the route's western side, but also reinstated a through-route to the R44, albeit now limited to non-motorised transport (as was originally the case). These works, supported by HWC, have helped to recover significance lost with the demolition of the southernmost of the Rhodes Cottages and the severing of the roadway at its southern end adjacent to the R44. Declaring the full length of Aan-den-Wagenweg as a Provincial heritage Site, i.e. to the intersection with Dorp Street, will encourage similar landscaping and road surfacing improvements to be made at the northern end of this historic route, thereby further recovering significance.

4.2.3. Aesthetic/Scenic Value

Being a roadway, Aan-den-Wagenweg cannot claim intrinsic scenic significance although it is clearly a strong linking element within a broader scenic landscape. It does, however, arguably have local aesthetic significance due to the contextually sympathetic visual quality of its relatively new washed aggregate surface and the revitalised landscaping along its edges, not to mention the aesthetic/architectural significance of the Victoria Bridge which is addressed in **4.2** below.

4.3. Architectural/Technological Significance

4.3.1. Architectural/Technological Significance of the Victoria Bridge

Technological significance: The Victoria Bridge, an integral part of Aan-den-Wagenweg, has at least HIGH Local significance as an early example of reinforced concrete bridge construction in at least the Western Cape. The supply of Portland cement in South Africa goes

back to imports from England in the latter stages of the 19th C [5] although small scale domestic production had begun with the founding of 'De Eerste Cement Fabrieken' in Pretoria in 1892. This company was later to become the Pretoria Portland Cement Company (PPC), still one of the largest producers of Portland cement in the country. However, widespread production only began when PPC was listed on the Johannesburg Stock Exchange in 1910. Consequently, Portland cement was still a relatively rare and expensive building material locally until the first cement works in the Western Cape (and second PPC plant in the country) was established in 1921, i.e. barely 9 years before the construction of the Victoria Bridge. Therefore, in terms of materiality alone, the Victoria Bridge is likely to be one of the first of its type in the Western Cape, if not further afield. Furthermore, being constructed at least partly of reinforced concrete would have been a significant technological achievement at that time, at least locally. Nationally, however, that would have been surpassed by the construction of the first reinforced concrete bridge in the country in 1906 at Port Alfred[6] (but now demolished).

Architectural significance: The Victoria Bridge is an early local example of Art Moderne, the architectural derivative of Art Deco (sometimes also referred to as 'Style Moderne'). Considering that the bridge was constructed in c1930 i.e. only a few years after the style was formally introduced internationally to the public at the Exposition Internationale des Arts Décoratifs et Industrieles Modernes in Paris in 1925, this would have made the design cutting edge at the time. This is especially so when considering that the style only became widely adopted in Europe and the USA from the 1930's onwards. The Victoria Bridge is therefore an early, probably rare and good representative example of an Art Moderne structure. This is a bridge of which I know of no other comparative stylistic examples and may indeed be the only example of its type in the Western Cape, if not further afield. Consequently, a strong case can be made for asserting that this structure has been severely under-valued with a suggested Grade IIIC grading (of contextual significance)[7] when it clearly has high intrinsic significance on architectural and technological grounds. This structure is therefore recommended as a Grade IIIA structure (of highest local significance) and worthy of listing in HWC's Heritage Register.

4.3.2. Architectural/Historical Significance of the two surviving Rhodes Cottages

Architectural significance: The remaining two sets of Rhodes Cottages, i.e. the one closest to the Eerste River operating as a restaurant and the other further south providing hospitality accommodation are architecturally highly significant. They are the only examples of labourer's housing constructed with Cape Revival gables, a stylistic convention more readily associated with the upper classes. These buildings are almost certainly the work of Herbert Baker and his partner, Francis Masey and were commissioned by Cecil John Rhodes. This alone makes these buildings both architecturally and historically significant. Elzet Albertyn appropriately equates the significance of these buildings to Herbert Baker's Lanquedoc farmworker's village near

[5] The earliest example of which I am aware is a mass concrete cistern that acted as a holding tank supplying water to the Wynberg military base, and forming part of the old Wynberg Municipal Waterworks. This structure still survives in part on private property at the entrance to Glen Dirk off Klaassens Road, Constantia and is known to have existed by 1897: Re: Wynberg Municipal Waterworks map 30-36 dated March 1897, City of Cape Town Waterworks Department.

[6] The Henry Putt Bridge spanning the Kowie River. Principal engineer: FW Waldron. The design was considered extremely darling at the time. The bridge was replaced by the present Putt Bridge in 1989.

[7] As suggested by the Stellenbosch Heritage Foundation.

Boschendal (another of Rhodes' fruit farms) which, as at Aan-den-Wagenweg, have been oriented to define the road. The Lanquedoc houses are also regarded as strong candidates for being declared Provincial Heritage Sites although the Rhodes Cottages are even rarer as only the two at Aan-den-Wagenweg survive.

In her 2017 HIA of the southern half of the precinct, Elzet Albertyn recommends that these buildings be considered for Provincial Heritage Site (Grade II) status, an assertion which I support.

Historical significance: The Rhodes Cottages are historically highly noteworthy as good examples of what at the time would have been high quality workers housing. Cecil John Rhodes is said to have worked with the local Rev. Jacob Weber of the Rhenish Mission Society (one of the founders of Rhenish Girls School in Stellenbosch) for the improvement of housing conditions for the Coloured community in the town. One of these projects was the row of gabled cottages on the 'old wagon road to the Strand'. Elzet Albertyn (p41) quotes Boonzaaier regarding an interview with an elderly Christiaan Langeveldt during which he revealed that he and his father had worked at Rhodes Fruit Farm in the orchards that had then existed to the west of this old wagon road. Apparently, they were walking back from work one day when a man on horseback approached and asked where they lived and for whom they worked. They responded by telling him that they worked for old Rhodes ('ons werk vir ou Rhodes') not realising at the time that they were speaking to the man himself. Apparently, when Rhodes realized how far they lived from their work, he contacted Weber and as a result, the cottages were built (Boonzaaier 1995:3; F1.; K3 Stellenbosch Museum). If true, this is an interesting departure from the present-day negative narratives surrounding Rhodes, his imperialism and exploitative attitude (amongst others) towards people of colour.

4.4. Social Significance

The Aan-den-Wagenweg precinct has social significance related to the humane treatment of farmworkers, including the provision of decent worker housing during the early 20th C: a phenomenon that was unusual in the country at the time. The significance of Rhodes Cottages in this regard has already been mentioned.



FIGURE 47: *The set of Rhodes Cottages nearest to the Eerste River (now the De Volkskombuis Restaurant). Local children swinging on the bollard chains leading to the Victoria Bridge were a regular sight for southbound passers-by leaving Stellenbosch. (Image, Stellenbosch Museum: 125).*

In stark contrast, forced removals under apartheid began in earnest in Stellenbosch during the late 1950's to early 1960's after the passing of the notorious Group Areas Act in 1950. The Aan-den-Wagenweg precinct was one of various in Stellenbosch that were declared White Group Areas, and its residents of colour (i.e. most of those living in this area) were forced to move out in 1962. These included members of certain prominent Stellenbosch families who were forced to relocate to Jamestown and Ida's Valley (see also **Section 3 x**). This dark occurrence in the history of the town is still recalled by many who were directly affected at the time and continues to evoke painful memories. It is a phase in the town's history that also needs to be recognised and acknowledged as part of the history of this precinct.

The Rhodes Cottages have strong social links with the Eerste River, with which it is historically bound. It was not only a place of recreation for local residents during hot summers, but also constituted the water supply for these people, and a place for washing their clothes. (**Figure 23** illustrates the latter).

4.5. Summary Heritage Statement

The heritage significance of Aan-den-Wagenweg is accordingly summarised as follows:

i) An historic wagon route that dates back to the pioneering days of European settlement of the Cape and one of the earliest surviving legible gateways into an early Cape settlement. Notably, surviving wagon roads into historic settlements such as Elim and Wupperthal already enjoy statutory protection at provincial level.

ii) A rare surviving early gateway into one of the most historically significant settlements in the country: a gateway that has remained substantially intact in terms of its spatial integrity and sense of place for at least the past 120 years; and one of few (if not the best) example

of such a gateway into an early settlement in the Western Cape. It is also the only substantially intact historic gateway into Stellenbosch itself.

iii) An early surviving entrance to an historic town with high local aesthetic significance reinforced by recent sympathetic landscaping and paving that acknowledges its historic and strategic role in the development of the early Cape Colony. It is also unencumbered by heavy traffic.

iv) Containing, as part of its alignment, a bridge that is at least of high local significance as an early example of Art Moderne architecture, while having regional technological significance in terms of its pioneering use of Portland cement concrete in the Western Cape.

v) Being the key defining element in an historically important precinct, tying together its architecturally and historically significant buildings, planting patterns, waterways, pathways and open spatial systems. These include one Provincial Heritage Site (Stellenryk/Parva), two buildings recommended for inclusion as Provincial Heritage Sites (the two surviving sets of Rhodes Cottages), and a series of others recognised and/or recommended as of highest local significance (the Victoria Bridge and No 37 Dorp Street).

vi) Defining a precinct of high local social significance with strong historical links between the then local residents and the nearby Eerste River; and of high social significance relating to historic apartheid forced removals, symbolising a painful part of this country's history, and for that reason, amongst others, requiring wider recognition and acknowledgement.

5. Motivation for Declaration as a Provincial Heritage Site

Given the heritage statement set out and summarised in this motivation, it is argued that Aan-den-Wagenweg has sufficient significance to warrant its declaration as a Provincial Heritage Site. Although this historic roadway and bridge falls within the Stellenbosch Central Heritage Area, it is submitted that the significance of Aan-den-Wagenweg is so exceptional that it elevates the site to being worthy of recognition as more than a part of a heritage area.

The application is being brought by one of the owners, i.e. Millennia Park (Pty) Ltd and supported by the other, i.e. the Municipality of Stellenbosch as a means of adding an extra layer of protection to the site.

6. References

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1953: 335_006_06062
1960: 454_018_07613
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7.3.2	**APPLICATION FOR LEASE OF MUNICIPAL LAND: A PORTION OF ERF 104 LA MOTTE**

Collaborator No: **771438**
IDP KPA Ref No: **Good Governance**
Meeting Date: **14 August 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.

The matter was before the Executive Mayoral Committee in May 2024 and was referred back to the administration for discussions and more information, whereafter it should be submitted to the June 2024 Mayco, however there was no Mayoral Committee meeting in June 2024. In terms of further information photographs are provided in the item of the current state of the building in order for the Mayoral Committee to determine whether the building can be used for municipal purposes.

5. RECOMMENDATIONS

(a) that the portion of Erf 104 La Motte be identified as land not needed to provide the minimum basic municipal service;

(b) that the application for the lease of a portion of Erf 104 La Motte be approved in principle for a period of three years;

(c) that market related monthly rental be paid the amount to be determined though a valuation;

(d) that the municipality follow a public participation process advertising the intention to lease the property and the matter be brought back to the Mayoral Committee after the public participation process; and

(e) that a land use application for a temporary departure be submitted to obtain land use rights to operate a shop.

6. DISCUSSION / CONTENT

6.1 Background

6.1.1 Previous uses:

Erf 104 La Motte was donated to the Stellenbosch Municipality by the Cape Winelands Municipality during 2007. By this time the portion of Erf 104 was already known as “Oom Saul se Winkel”. The property was used as a shop for the next several years and in 2021 an application was approved for the property to be used as an internet café. The internet café never came into existence and the property was again used as a shop and later for residential purposes for a very short period. The property is currently not being used however Mrs Pedro is attending to gardening around the property.

6.2 DISCUSSION

6.2.1Location and context

The property under discussion is situated next to the Community Hall in La Motte. Photographs of the building as it currently looks is under Fig. 3. The applicant has already started with some maintenance and repair works and has stopped pending the outcome of the application. She is however attending to the upkeep of a small garden next to the shop whilst awaiting the outcome of her application.



Fig 1: Location and context



Fig 2: Proposed leasing area





Fig 3. Building

6.2.2 Application from Joleen Pedro

Erf 104 La Motte was registered in the name of Stellenbosch Municipality during the later part of 2023. It was brought to the attention of the administration that the property was being renovated and we were able to establish that Joleen Pedro was of the intention to take possession of the property. When Mrs. Pedro was informed that the building belongs to the Municipality she filed an application for the lease of municipal land which is attached hereto and marked as **APPENDIX 1.**

The application does not specify a timeframe that she is interested in for the lease, but it does state that the intention is to use the building as a shop. There are no other shops in the La Motte area that provides the type of groceries (meat etc) and the locals are forced to go into town to buy these basic household items, costing them in public transportation. A shop of this nature will be of great benefit to the La Motte community as a whole.

6.3 Financial implication

The current market value for rental in the area needs to be determined by a valuator.

6.4 Legal requirements

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

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

d) Any comments received from the local community, and

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

6.4.3 Property Management Policy

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

6.5 STAFF IMPLICATIONS

No additional staff implications

6.6 RISK IMPLICATIONS

Addressed through the content of the item.

6.7 PREVIOUS COUNCIL RESOLUTIONS:

EXECUTIVE MAYORAL COMMITTEE: 2021-10-15: ITEM 7.2.1

RESOLVED

(a) that it be noted that a portion (office) of the building the portion of erf 104 La Motte is not needed for the provision of municipal services for the period of the proposed lease;

(b) that it is noted that the municipality is not the owner of the property yet and that the possession has been passed to the Municipality and the risks;

(c) that Junaid Johnson be allowed to the use of an internet Café for a period of ….months;

(d) that they must pay for any services used during the period and

(e) that they will be allowed to use the building free of charge provided that they upgrade the building.

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.

6.8 COMMENTS FROM SENIOR MANAGEMENT

6.8.1 Director Infrastructure:

No objections to the proposal and confirms that the site is not required for Municipal Infrastructure Services. Standard Lease clauses should apply if approved by Council.

6.8.2 Director Planning and Economic Development

- The property is currently zoned for education purposes.
- It is noted that the current use is an existing illegal land use.
- The recommendation in the Council item can be supported on condition that a land use application for a temporary departure be submitted to obtain land use rights to operate a shop.

6.8.3 CFO

Supports the recommendations.

6.8.4 Director Community and Protection Services

No comments received.

6.8.5 Municipal Manager

Supports recommendations.

ANNEXURES: **APPENDIX 1: Application**

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	***2024-06-21***

APPENDIX 1

STELLENBOSCH
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MUNICIPALITY • UMASIPALA • MUNISIPALITEIT

APPLICATION FORM: APPLICATION FOR LEASE OR MUNICIPAL LAND

A: APPLICANT'S DETAILS

Name : JOLEEN PEDRO

Physical address: WA MOTTIE

Postal code: 7691

Mailing address: SAME AS ABOVE

Postal code:

E-mail address:

Telephone

Cell phone

B: PROPERTY DETAILS OF APPLICANT

Erf/farm number :

Suburb: WA MOTTIE

Town: .....

C: PROPERTY DETAILS OF PROPOSED LEASE AREA

Erf/farm number: # 104

Suburb: LA MOTTE

Town: FRANSCHHOEK

Area to be leased: ± 24 m²

To be supplemented motivation

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 BUILDING I WISH TO LEASE WOULD BE OPERATED AS A SHOP.

Motivation: THE BUILDING WAS UTILISED AS A SHOP FOR ± 30 YEARS. SINCE THE CLOSURE OF THE SHOP, THE COMMUNITY NO LONGER HAVE ACCESS TO BASIC NECESSITIES, RESULTING

IN THEM HAVING TO MAKE USE OF PUBLIC TRANSPORT TO TRAVEL TO PAARL | STELLENBOSCH FOR THESE SERVICES.

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 neighbors)	☐
Application fee (non-refundable)	☐

* where the land will be used for outdoor dining etcetera

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: Pedro Date: 2024-04-09

Full name: JOLEEN

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**

- ☐ Lease Agreement signed
- ☐ Agreement processed

.....
SIGNATURE OF RESPONSIBLE OFFICIAL

.....
DATE

Name:.....

7.3.3	PROPOSED LEASE AGREEMENT: ERF 143, FRANSCHHOEK: COL'CACCHIO

Collaborator No: 771439
IDP KPA Ref No: Good Governance
Meeting Date: 14 August 2024

1. SUBJECT: PROPOSED LEASE AGREEMENT: ERF 143, FRANSCHHOEK: COL'CACCHIO

2. PURPOSE

To consider an application from Carido 165 CC on behalf of Col'Cacchio Franschhoek, 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 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

An application to use a portion of the street reserve for Outdoor Dining purposes has been received from the owner of the building wherein Col'Cacchio Franschhoek trades, trading from erf 143, Franschhoek. The application is in line with the council resolution setting out the requirements for the application and is supported by the Engineering Department. Under 6.2.1 are photos showing how area was used before the September floods. The photos were taken by the property management unit. The applicant does have a previous encroachment agreement with the municipality which has lapsed in but continued to pay the fee. The previous agreement is attached hereto as **APPENDIX 1.**

They have not specified a requested time for the lease and the area they are interested in is 300 m². They have however not made it clear on their draft plan of what furniture will be used and how the area will be demarcated.

During the floods in September this area suffered a severe damage and was not usable. The applicants informed us that they are not going to pay any fees until the municipality rectifies the damage. The area is being used again like before the floods and the applicant is paying for the use of the area.

There is a need for parking in Franschhoek and this property is situated next to the building used for the Wine Tourism in Franschoek. The matter was considered by the Executive Mayor in consultation with the Mayoral Committee in November 2023 and was referred back for further investigations and negotiations with the tenants. The main reason was to consider if a portion of the area can be used for parking purposes especially next to the tourism building. This was investigated by the Senior Manager for Roads, Transport and Stormwater who has indicated that the area is not fit for parking purposes due to the fact that it is a busy intersection and that the area will not be able to provide much more parking

as what is currently available. It should also be noted that three blocks away the department should upgrade of an area that will provide 100 parking spaces for the area behind the municipal building where tennis courts were previously situated.

5. RECOMMENDATION

For consideration.

6. DISCUSSION / CONTENT

6.1.1 Application for lease

An application was received from Carido 165 CC to enter into an agreement with Stellenbosch Municipality in terms of where Col'Cacchio Franschhoek would be able to use a portion of Council-owned property for outdoor dining purposes. A copy of the application is attached as **APPENDIX 2**, with drawings of the proposed lay-out attached as **APPENDIX 3**. The extent of the leased area is approximately 300m².

6.2 DISCUSSION.

6.2.1. Locality and context

Erf 143, Franschhoek is located at 66 Huguenot Road, Franschhoek, as shown on Fig 1.and Fig 2, below as well as photographs of how area is currently used under Fig 3.

In their application (**APPENDIX 2**) they do not indicate how much of the pavement will be kept open for pedestrian use. National guideline for non motorised transport requires unhindred acces of 1,5 m. In Huguenot Street there is sufficient space for pedestrian use however in Kruger Street there isn't sufficient space for pedestrians.



Fig 1. Location and context

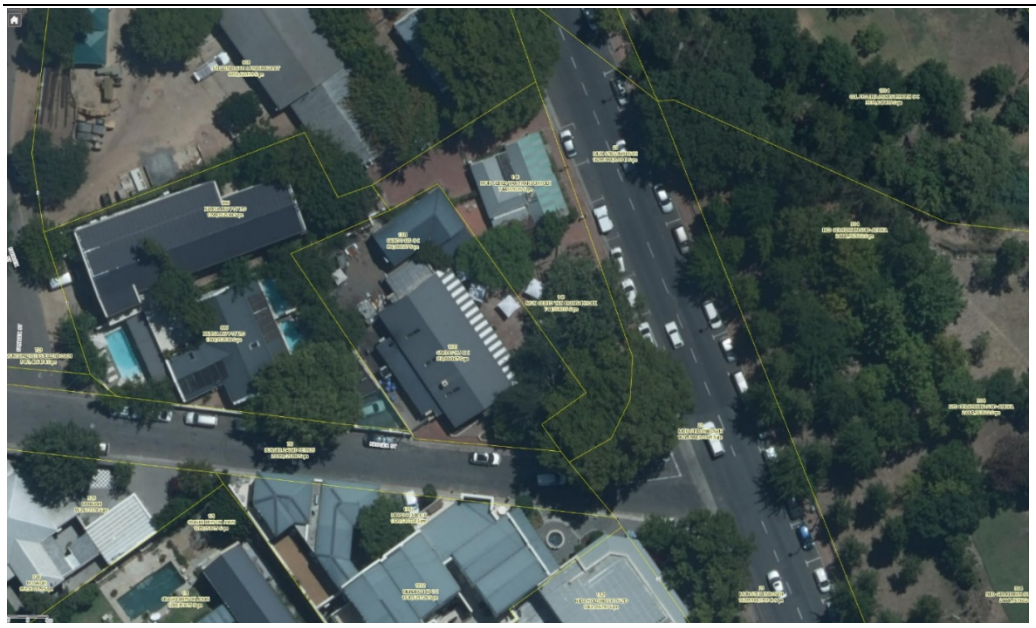


Fig 2 .Extent of area



Fig 3. Current area used for outdoor dining

6.2.2 Possibility for using the area for Parking purposes

The possibility of using this area for parking purposes was investigated by the Senior Manager for Roads, Transport and Stormwater who has indicated that the area is not fit for further parking purposes due to the fact that it is a busy intersection and that the area will not be able to provide much more parking as what is currently available. It should also be noted that three blocks away, behind the Municipality building, the department must upgrade the old tennis courts that will provide 100 new parking spaces for the area.

6.2.2 Legal requirements

6.2.2.1 Stellenbosch By-Law on Roads and Streets

In terms of section 4 of the Stellenbosch By-Law on Roads and Streets, no person may, cause an encroachment on a street, sidewalk or road reserve forming part thereof, other than in accordance with conditions prescribed by the municipality.

6.2.2.2 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).

6.2.2.3 Outdoor Dining Policy

6.2.2.3.1 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.

6.2.2.3.2 Suitable Locations

Outdoor cafes, restaurants and traders may apply for encroachment 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.

6.2.2.3.3 Assessment Criteria

The most important local conditions to be considered when an application for the use of the road reserve area for outdoor dining purposes is received will be those issues pertaining to pedestrian (including pedestrians who are using wheel chairs, 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.

6.2.2.3.4 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.

6.2.2.3.5 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.

6.2.2.3.6 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 monthly fee of R 159.00 m² from 1 July 2024 is applicable and an escalation of 6% is recommended. If they require 300m² it will amount to a starting amount of R47 700.00 per month.

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 are 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 RESOLVED (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.

EXECUTIVE MAYORAL COMMITTEE: 2023-11-16: ITEM 7.3.14

RESOLVED

That the application be referred back for renegotiation.

6.7 Risk Implications

The risks are addressed in the item.

6.8 Comments from Senior Management

6.8.1 Director: Infrastructure Services

Lease application recommended for approval subject to:

- The Municipality concludes an agreement with the applicant, detailing the conditions of approval.
- Leased area is zoned as road reserve and cannot be enclosed - to exclude the public, the municipality or other service providers from accessing the area.
- Ensure public risk and liability insurance is in place to cover third party claims.
- Council is indemnified against all possible third-party claims.

- The municipality or other public service providers must not be prohibited from maintaining, repairing, upgrading and / or installing new public services with-in the leased area.

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

- Areas outside of the leased area must remain free from any obstruction to pedestrian movements.

6.8.2 Director: Planning and Economic Development

The subject property for which the lease is required is zoned Public Roads and Parking Zone. Council has recently approved the Events and Outdoor Dining Overlay Zone as an amendment to its Zoning Scheme Bylaw, 2019. As such, a land use application and approval as contemplated in Section 179 of the Zoning Scheme Bylaw, 2019 will not be required.

The Directorate: Planning and Economic Development would in principle not be opposed to the Municipality entering into a lease agreement with the applicant if the applicant adheres to the prescripts of the Stellenbosch Municipality Roads and Street Bylaw, 2021; the Stellenbosch Municipality Integrated Zoning Scheme Bylaw, 2015 as amended; the Stellenbosch Municipality Outdoor Dining Policy; the National Building Regulations and Standards Act, 1977; and the Stellenbosch Municipality Universal Access Policy.

The Directorate: Planning and Economic Development supports the application to allow an area of the sidewalk to be used for outdoor dining and trading, provided that the pedestrian flow is not impeded by the proposed land use.

6.8.3 Chief Financial Officer

Supports the recommendations.

8.8.4 Director: Community Services

Supports the application.

6.8.5 Municipal Manager (Acting)

Support the granting of the lease agreement in line with the conditions of approval as outlined in the Outdoor Dining Policy.

Appendix 1: Previous agreement
Appendix 2: Application
Appendix 3: Proposed layout

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

MEMORANDUM OF AN AGREEMENT OF ENCROACHMENT / LEASE 14/10/2005

Entered into by and between

THE STELLENBOSCH MUNICIPALITY

of the first part, hereinafter referred to as the **LESSOR** and for the purposes of this agreement represented by the DIRECTOR: CORPORATE SERVICES in office for the time being

AND

STAR CHOICE TRADING 449

~~of the second~~ part, hereinafter referred to as the **LESSEE**

WHEREAS the **LESSOR** is the owner of ERF 143, FRANSCHHOEK

AND WHEREAS the **LESSEE** is desirous of leasing from the **LESSOR**, a portion of Erf 143, Franschhoek, approximately 300m² in extent, as more clearly set out in the diagram hereto attached as Annexure A and to which portion hereinafter is referred to as **"THE PROPERTY";**

NOW, THEREFORE, the **LESSOR** and **LESSEE** hereby agree as follows:

1 TERM OF LEASE

The lease shall commence on 2004-03-01 and shall endure to 2009-02-28. The **LESSEE** shall have the option to extend this lease for a ~~further~~ period.. The **LESSEE** shall notify the **LESSOR** in writing not later than 2008-10-15, if the option is exercised.

2 RENTAL

2.1 The rental is R578,00 (FIVE HUNDRED AND SEVENTY EIGHT RAND) per month as from 2004-03-01 with a yearly escalation of 10%, payable by the **LESSEE** to the **LESSOR** in advance not later than the 7th day of March of each and every year.

2.2 If this lease is extended, as referred to in Clause 1, the **LESSOR** has the right to increase the rental as he deems fit.

2.3 It shall be a special condition of this agreement that the **LESSOR** reserves the right to cancel the lease summarily, without further written notice, if the **LESSEE** should fail to pay any rental within 7 (SEVEN) days and from the due date and such cancellation shall not in any way affect the right of the **LESSOR** to recover, by legal proceedings, any amount owing to it by the **LESSEE.**

2.4 The rental referred to in Subclause 1 shall not include service charges or levies payable in respect of the **PROPERTY**, which charges or levies shall become payable by the **LESSEE** separately as from the commencement of this agreement.

3 USE OF PROPERTY

3.1 The said **PROPERTY** shall be used solely by the **LESSEE** for the purposes of a restaurant and the **LESSEE** undertakes not to permit, during the currency of this lease, any other activities on the site that may be objectionable to the **LESSOR** or the general public.

3.2 The **LESSEE** undertakes to comply with all the requirements prescribed by higher authorities for a restaurant and to keep the site neat and tidy at all times, to the satisfaction of the **LESSOR**.

4 IMPROVEMENTS

4.1 Any existing improvements on the **PROPERTY** as at the commencement of the lease shall be maintained by the **LESSEE** in a good condition, to the satisfaction of the **LESSOR** and if the **LESSEE** should fail to do so, the **LESSOR** may cause to be effected such repairs as it may deem necessary, in which event the **LESSEE** shall be liable for the expenditure.

4.2 No structures or other improvements shall be erected by the **LESSOR** on the **PROPERTY** without the prior written approval of the **LESSOR** and the **LESSOR** may order that any such structure or improvement erected without its permission, be removed forthwith.

4.3 Improvements approved of by the **LESSOR** shall be erected by the **LESSEE** at his own risk.

4.4 The **LESSOR** may require the **LESSEE** to insure any improvements on the **PROPERTY** against damage and if the **LESSEE** should fail to do so, the **LESSOR** may of its own accord effect such insurance and recover the costs from the **LESSEE**.

4.5 If the **LESSOR** should receive compensation in cash from an insurance agency for damage to any improvements on the **PROPERTY**, it may repair the said improvement and retain the cash, according as it may deem fit.

4.6 All trees, flowers and such improvements shall remain the property of the **LESSOR** and may only be removed with its prior consent.

4.7 **Advertising Signs**

The **LESSEE** shall not erect any advertising signs, or allow its erection, without the prior written consent of the **LESSOR**.

4.8 **Servitudes**

The **LESSEE** shall be subject to any servitudes which may be attached to the **PROPERTY** and if it should transpire that the **LESSOR** is not entitled to let the said **PROPERTY** or any part of it, the **LESSEE** shall have no claim for compensation against the **LESSOR**.

5 RIGHT OF ENTRY

The authorised officials of the **LESSOR** shall have access to the **PROPERTY** at any time in order to carry out such inspections as they may deem necessary, and to ensure that the conditions of this agreement are being strictly complied with.

6 CESSIONS, SUBLEASES OR TRANSFERS

6.1 The **LESSEE** may not cede or surrender or transfer this agreement to any other party, or to sub-let the whole or any portion of the **PROPERTY**, without the prior written consent of the **LESSOR**.

6.2 If the **LESSOR** should grant such consent, it may prescribe the form in which the cession, sublease or surrender shall be effected and it shall be a special condition of this agreement that the **LESSOR**, when granting consent, may impose such conditions as it may deem fit, thereby amending the terms of this agreement at its discretion.

7 CANCELLATION OF AGREEMENT

7.1 Notwithstanding the provisions of Clause 1 and subject to the provisions of Clause 2.4, the **LESSOR** may cancel this agreement :

(a) with 3 (THREE) days' written notice in the event of the **LESSEE'S** failure to comply with the provisions of this agreement, or with any instructions issued by the **LESSOR** in terms of this agreement, subject to a period of grace of 30 (THIRTY) days to the **LESSEE** to enable him to rectify such failure after written notice to him by the **LESSOR** intimating the nature of the failure; or

(b) in respect of any portion or the whole of the **PROPERTY** required for bona fide municipal purposes or in respect of which a complaint has been lodged by the general public that it is being used for purposes other than that prescribed by Clause 3 with 14 (FOURTEEN) days notice; and

(c) otherwise at any time with written notice of at least 3 (THREE) months to the **LESSEE**.

7.2 It shall be a special condition of this agreement that the **LESSOR** shall in no way be liable for damages for any loss suffered by the **LESSEE** resulting from the cancellation of this agreement in terms of Clause 9.

8 INDEMNITY

The **LESSEE** shall indemnify the **LESSOR** against any legal actions or proceedings, or claims for costs, damages or expenditure against the **LESSOR**, or paid or incurred by the **LESSOR**, as a result of any negligence by the **LESSEE**, his employees or other persons under his control, or as a result of the use of the **PROPERTY** by the **LESSEE** or any cause related to such use.

9 COSTS OF AGREEMENT

Any costs incurred by the **LESSOR** in connection with the preparation and execution of this agreement, advertising, surveying, stamp duty and other incidentals, shall be paid by the **LESSEE**, at the request of and other incidentals, shall be paid by the **LESSEE**, at the request of the **LESSOR**, to the Chief: Financial Officer and the **LESSEE** shall not be entitled to dispute the correctness of the amount claimed by the **LESSOR**.

10 COURT OF JURISDICTION

The **LESSOR** and **LESSEE** hereby agree that the Magistrates Court of Stellenbosch which has, in terms of Magistrates Court Law No 32 of 1944, jurisdiction over the person of the **LESSEE**, shall have jurisdiction to entertain any action or proceedings that may arise out of this contract.

11 **DOMICILIUM CITANDI ET EXECUTANDI**

For the purposes of this agreement the **LESSEE** elect as domicilium citandi et executandi

66 Hugenote Street
Franschhoek

and the **LESSOR**

PO BOX 17, STELLENBOSCH, 7599

THUS DONE AND EXECUTED AT STELLENBOSCH THIS 19th DAY OF October 2005, in the presence of the undersigned witnesses:

ONE BEHALF OF THE **LESSOR**

WITNESSES:

1 _____

2 _____

_____
DIRECTOR: CORPORATE SERVICES

THUS DONE AND EXECUTED AT STELLENBOSCH THIS 18th DAY OF July 2005, in the presence of the undersigned witnesses:

ONE BEHALF OF THE **LESSEE**

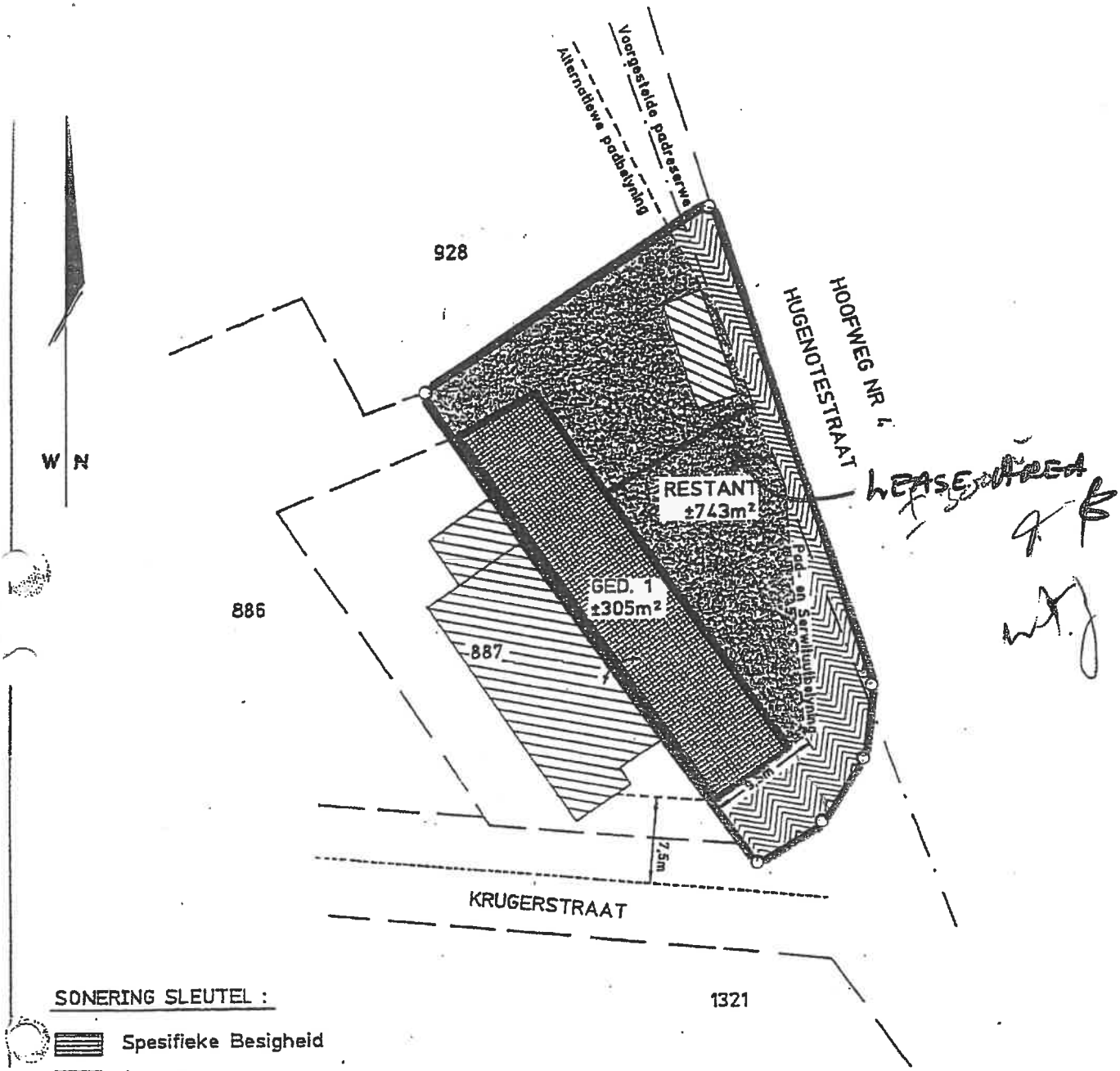
WITNESSES:

1 _____

2 _____

_____
LESSEE

TIK2: KONTRAK: 06FSTAR CHOICE TRADING-2005-06-10/JJKJCB



SONERING SLEUTEL :

- Spesifieke Besigheid
- Oopruimte
- Padreserwe

NOTA :

Gedeelte 1 word met Erf 887 gekonsolideer SIEN 1331

PLAN VAN VOORGESTELDE ONDERVERDELING VAN ERF 143 FRANSCHHOEK

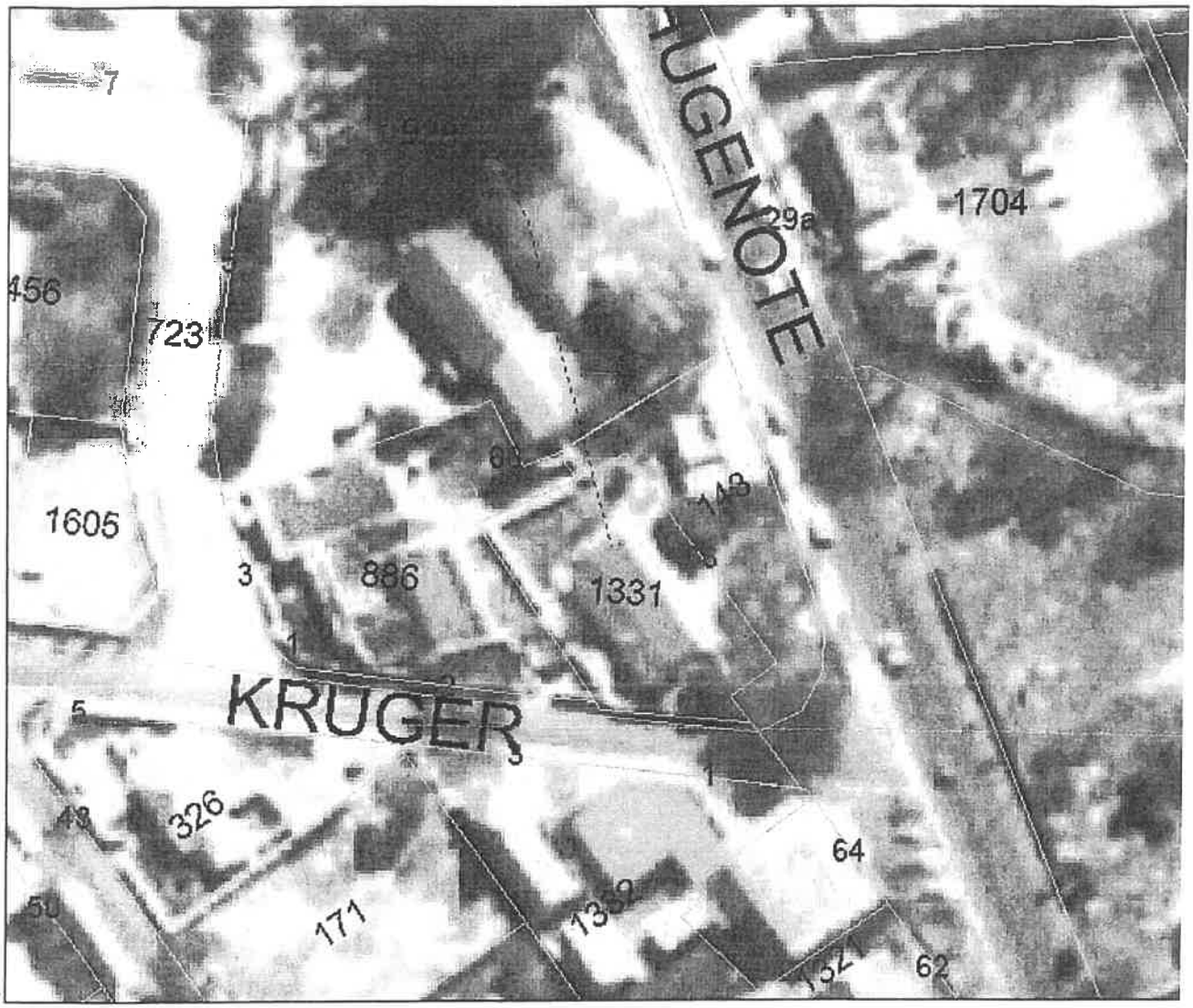
→ SIEN 1330

MUNISIPALITEIT:	FRANSCHHOEK
ADMINISTRATIEWE DISTRIK:	PAARL
PROVINSIE:	KAAP DE GOEIE HOOP
SKAAL:	1/500
NV:	BI-7CA/X54 (1602)
DATUM:	JULIE 1994
LÊER:	FZ7/7

VDK
van der merwe duxbury & hirtzwood
stads-en streeksbeplanners • professionele landmeters
DIRKIE UYSSTRAAT 7, BELLVILLE 7530
(021) 9480903 / (021) 942808
HOOFSTRAAT 391, PAARL 7646
(02211) 21427 / (02211) 25590

PLAN NR 27/20/01

STELLENBOSCH GIS MAP



STELLENBOSCH

STELLENBOSCH • PNIEL • FRANSCHHOEK

MUNISIPALITEIT • UMASIPALA • MUNICIPALITY

Our Ref.: *7/2/2/1/Erf 143, Franschhoek*

12 June 2008

The Manager
Star Choice Trading 449 Pty (Ltd)
66 Hugenote Street
Franschhoek
7690

Attention: Andrew Hill

Dear Sir,

ENCROACHMENT AGREEMENT: ERF 143, FRANSCHHOEK

Your letter dated 9 June 2008, informing as that you would like to extend the lease agreement for a further period of 5 years, as per the option in clause 1 of the current agreement, refer.

In terms of clause 2.2, if the lease is extended as per clause 1, the LESSOR has the right to increase the rental as he deems fit.

Subsequent to the signature of the current agreement, Stellenbosch Municipality has adopted a new Procurement Policy. As per this policy all Council owned property may only be leased at a market related price. Please take note that, for this purpose, we will appoint an independent valuer to determine a market related rental.

Starchoice Trading 449 Pty Ltd

FILING:
SCAN NR:
COLLABORATOR NR:

To: Stellenbosch Municipality

Att: Mr. Piet Smit
Mr. Kobie Fourie

Date: 9th June 2008

SUBJECT: Star Choice Trading 449 Pty Ltd / Portion RRF 143 Franschhoek

Dear Sirs,

I would like to hereby notify the Stellenbosch Municipality Director of Corporate Services, as per clause 'term of lease' of the existing lease, that Star Choice Trading 449 Pty Ltd would like to exercise its option and renew the lease over portion of RRF 143 for a further five years as of 1st March 2009.

I hope that this will be order.

Sincerely

10 JUN 2008

ANDREW HILL
AUTHORISED ON BEHALF OF STARCHOICE TRADING 449 PTY LTD

Starchoice Trading 449 Pty Ltd

FILE NR:
SCAN NR:
COLLABORATOR NR:

To: Stellenbosch Municipality

Att: Mr. Piet Smit
Mr. Kobie Fourie

Date: 9th June 2009

SUBJECT: Star Choice Trading 449 Pty Ltd / Portion RRF 143, Franschhoek

Dear Sirs,

Starchoice Trading 449 Pty Ltd is currently negotiating the sale of erf 1331 Franschhoek. The issue Star Choice Trading 449 Pty Ltd has with the Stellenbosch Municipality over portion RRF 143 is an important element in the success of this sale.

I would like to hereby apply to the Stellenbosch Municipality to have the lease that Star Choice Trading 449 Pty Ltd has over portion RRF 143 be ceded to Mr Ivan Goodman or nominee on the successful conclusion of the sale and the property being transferred into Mr Ivan Goodmans or nominee name.

Sincerely

10 JUN 2009

ANDREW HILL
AUTHORISED ON BEHALF OF STAR CHOICE TRADING 449 PTY LTD

7/2/21/Erf 143 Franschhoek

RENTAL DETERMINATION OF ERF 143 FRANSCHHOEK

THIS REPORT COMPILED BY:

KEVIN WYNNE VALUERS
1A THIRD AVENUE
PAARL 7646
TEL: 021 872 4712
FAX: 021 872 4712
CELL: 083 261 0438
E-MAIL: kwinval@mweb.co.za
WEBSITE: kevinwynne.co.za

Market rental as at 17/06/2009 - R10,00 p.m^2 p.m.

1. INSTRUCTION

Duly instructed thereto, I have been directed to establish a full and fair rental value of the subject property at the time of the valuation.

Rental value can broadly be described as the estimated amount for which a fixed property should rent, between a willing tenant and a willing landlord in an arms - length transaction, after proper marketing wherein the parties had each acted knowledgeably, prudently and without compulsion.

The title deeds were not available at the time of inspection, therefore the information supplied by the owner and / or local authorities, is assumed to be correct.

We have not inspected woodwork or other parts of the structure, which are covered unexposed or inaccessible and we are therefore unable to report that such parts of the property are free of rot, beetle or other defects.

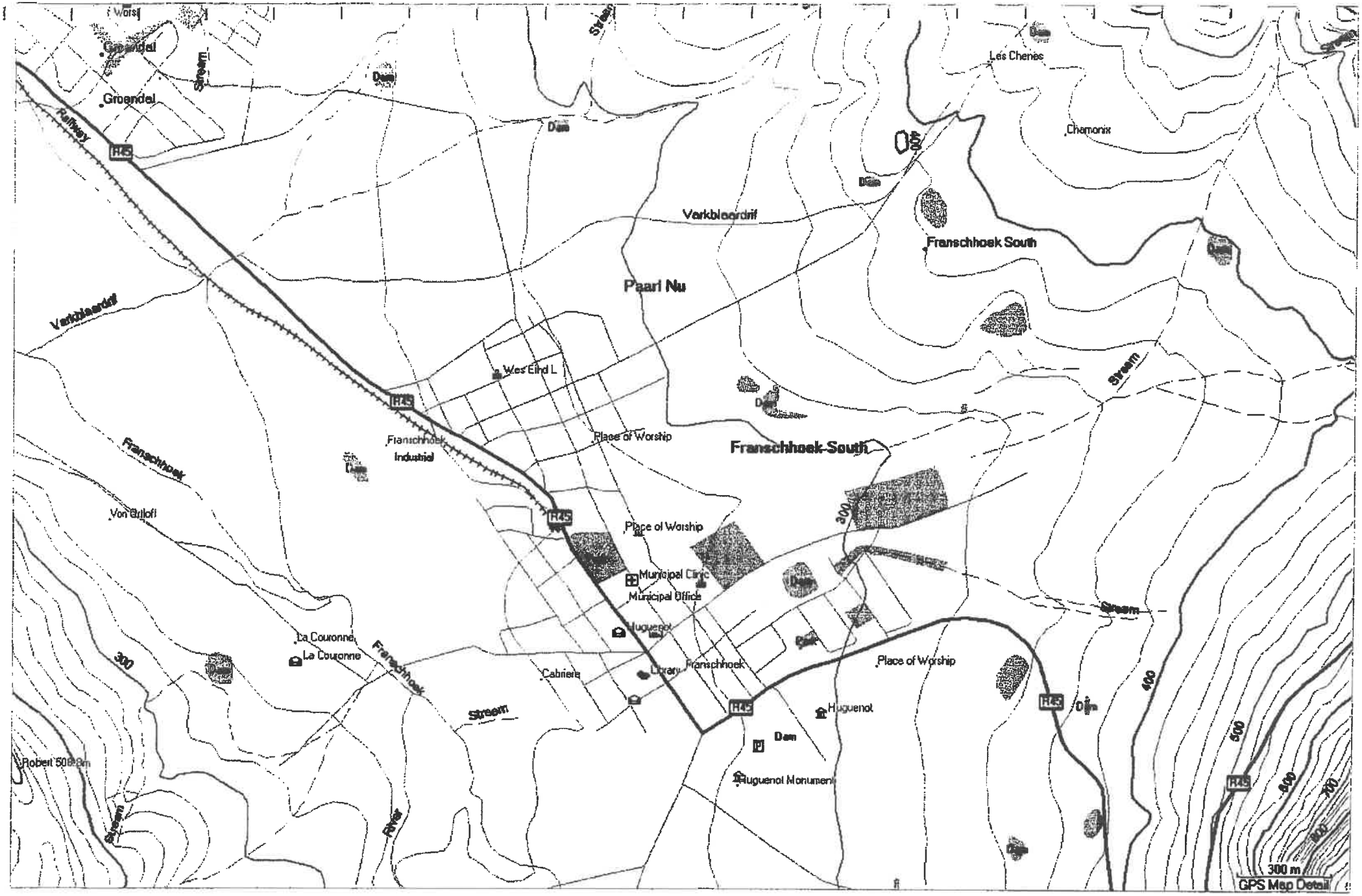
3. LAND DESCRIPTION

AREA:	743m^2
LOCALITY:	Cnr of Kruger & Main Road, Franschhoek
FRONTAGE:	± 62, 45m
SERVITUDES:	See title deeds
BUILDING LINES:	Normal
TOPOGRAPHY:	Level
STREETS:	Tarred
SIDEWALKS:	Made up
STREET LIGHTING:	Municipal
SEWER RETICULATION:	Municipal
ELECTRICITY:	Municipal
WATER:	Municipal
SURROUNDINGS:	Commercial
DISTANCES:	
SHOPS:	± 500m
CHURCHES:	± 500m
SCHOOLS:	± 1 km
C.B.D.:	Immediate

THE FOLLOW... FROM THIS DIAGRAM

SURVEY RECORD	DIAGRAM NO.	SUBDIVISION	AREA HA./SQ. M.	TRANSFER NO.	INITIALED	REMARK
E2743/96	9346/24	1330	305 m²	42232/95	VM	

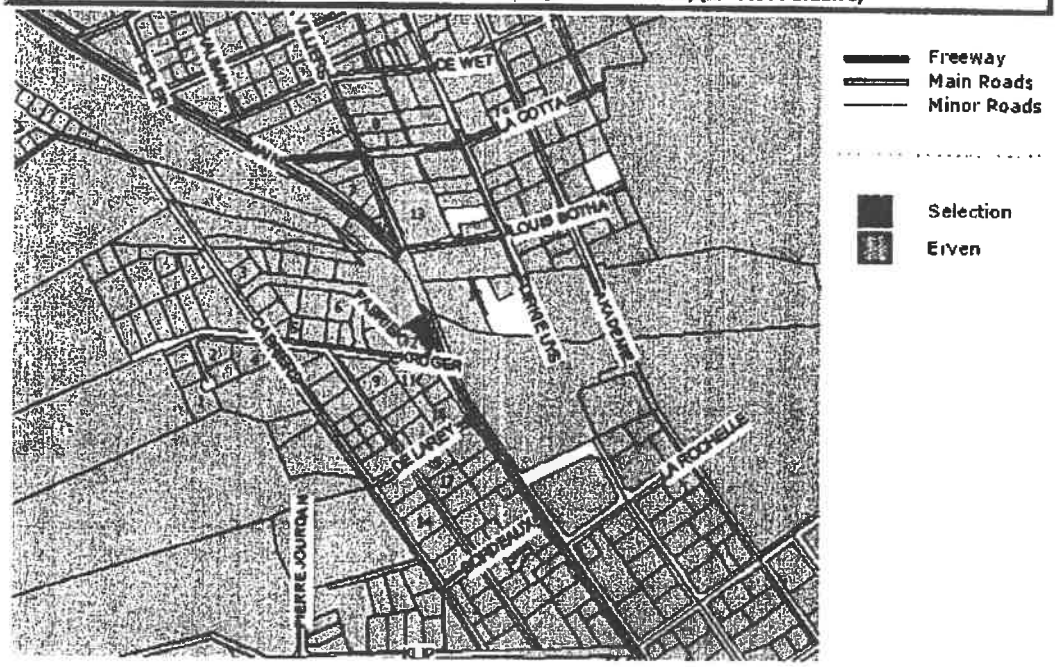
B 353/28



MapIT (PTY) Ltd. Georigin (PTY) Ltd. CSIR (Extracts from NLC)
LIC_745, Avnic Trading ID 745
Chief Directorate: Surveys and Mapping - Copyright Autorization nr 11265

SAPTG

South African Property Transfer Guide
Computer Assisted Valuation for Full Title
66 HUGUENOT STREET FRANSCHHOEK (FRANSCHHOEK) (Erf 143 / Portion 0)



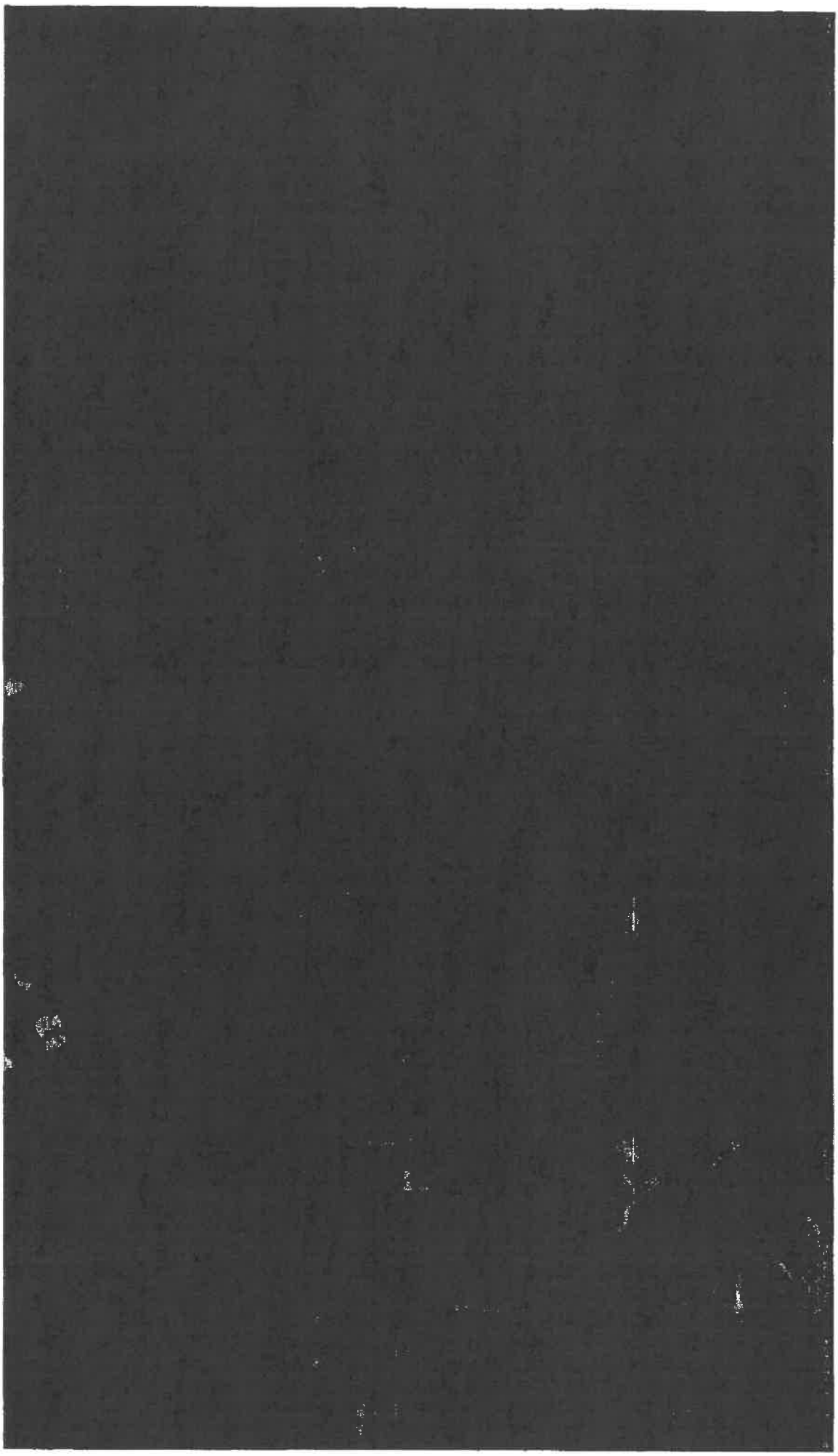
No transactions have been recorded on the selected property since 1993.

Most Recent Transfers

Map ID	Address	Erf/Portion	Suburb	Sale Date	Transfer Date	Price	m²	R/m²	Distance
1		1603/0	FRANSCHHOEK	2008/04/09	2008/07/03	R 8,500,000	1528	5562	0.278 km
2		2688/0	FRANSCHHOEK	2008/05/06	2008/12/04	R 4,950,000	1195	4142	0.251 km
3	CABRIERS STREET 57	749/0	FRANSCHHOEK	2007/09/25	2007/12/11	R 5,200,000	862	6032	0.228 km
4		2690/0	FRANSCHHOEK	2007/11/06	2008/03/25	R 4,600,000	1492	3083	0.203 km
5	KRUGER STREET 8	752/0	FRANSCHHOEK	2007/06/29	2007/10/16	R 1,650,000	454	3634	0.151 km
6	FABRIEK STREET 4	456/0	FRANSCHHOEK	2006/12/13	2007/05/14	R 1,650,000	1043	1581	0.102 km
7	MAIN ROAD 3	130/0	FRANSCHHOEK	2007/04/18	2007/07/09	R 3,300,000	1171	2818	0.197 km
8	HUGUENOT STREET 43	95/0	FRANSCHHOEK		2007/06/18	R 40	1280	0	0.269 km
9	VAN WIJK STREET 43	171/0	FRANSCHHOEK	2007/12/01	2008/03/13	R 7,800,000	1291	6041	0.075 km
10	MAIN ROAD	132/0	FRANSCHHOEK	2006/09/20	2007/07/04	R 62,500	294	212	0.141 km
11	KRUGER STREET 3	1332/0	FRANSCHHOEK	2007/01/20	2007/07/11	R 4,900,000	1325	3698	0.055 km
12	HUGUENOT STREET 66	1331/0	FRANSCHHOEK	2008/07/09	2008/11/06	R 5,500,000	918	5991	0.012 km
13	HUGUENOT ROAD 33	2664/0	FRANSCHHOEK	2007/03/20	2007/05/25	R 29,500,000	4397	6709	0.152 km
14	VAN WIJK STREET 34	181/0	FRANSCHHOEK	2008/02/12	2008/04/30	R 8,900,000	1596	5576	0.23 km
15	VAN WIJK STREET 35	168/0	FRANSCHHOEK	2008/05/13	2008/08/26	R 2,570,000	1249	2057	0.158 km
16	HUGUENOT STREET 58	918/0	FRANSCHHOEK	2007/08/30	2007/10/25	R 5,080,000	1868	2719	0.1 km
17	VAN WIJK STREET 33	167/0	FRANSCHHOEK	2007/12/11	2008/09/12	R 3,500,000	1249	2802	0.183 km
18		2908/0	FRANSCHHOEK	2006/06/05	2007/04/11	R 1,250,000	1130	1106	0.089 km
19	AKADEMIE STREET 36A	1608/0	FRANSCHHOEK	2007/09/02	2007/12/11	R 3,300,000	721	4576	0.297 km
20	LOUIS BOTHA STREET 15	641/0	FRANSCHHOEK	2008/04/02	2008/06/17	R 2,800,000	778	3598	0.214 km

Street Summary HUGUENOT: 38 transactions found.

Year	# of Transactions	Total Value	Highest Value	Lowest Value	Average Value	Median Value
2003	10	R 22,860,000	R 4,600,000	R 920,000	R 2,286,000	R 2,050,000



10. RENTAL DETERMINATION

Land	743m^2
Rental at:	**R10,00 per m^2 per month**
Escalating @ 8% per annum	

VALUER'S NOTE:
According to the Registrar of Deeds the subject property is 743m^2 in extent, we could not confirm this on site and would suggest that the present land owner verifies this area with a land surveyor.

∴ R7430/month

Workflow History Go

Ref Number	133428
Meta Type	Item
Name	RENEWAL OF ENCROACHMENT AGREEMENT: STAR CHOICE TRADING 449: ERF 143, FRANSCHHOEK: DETERMINATION OF RENTAL
Portfolio Committee Outcome	Resolution with an instruction
Portfolio Committee Comments	STRATEGIC, FINANCE AND CORPORATE SERVICES COMMITTEE : 2008-10-14 : ITEM 5.1.2.1 RESOLVED (nem con) (a) that it be noted that Star Choice (Pty) Ltd, the current Lessee of a portion of erf 143, Franschhoek, has exercised its choice to renew the agreement for a further period of 5 years; (b) that the CFO be mandated to determine a new market-related rental, based on an independent valuation; (c) that the Director Corporate Services be authorized to conclude a new agreement, on condition that: (i) there will be no automatic renewal clause; and (ii) the contract provides for an annual market-related escalation to be determined by an independent valuer. (d) that application to cede the agreement to the new owner of Erf 1332, Franschhoek, or his nominee, not be approved and that the new owner must apply for the encroachment afresh. (Acting DCORP)
Mayoral Committee Outcome	
Mayoral Committee Comments	
Council Outcome	
Council Comments	
Council Appeal Outcome	
Council Appeal Comments	
Municipal Manager Appeal Outcome	
Municipal Manager Appeal Comments	
Department	CORPORATE SERVICES
Date Created	30-07-2008 00:00
Created By	Lorelle ADAMS (LORELLEA)
File Number	7/2/2/1/Erf_143_Franschhoek
Committee	Audit Committee
Access Level	Public

General Comment	
Created By	Lorelle ADAMS (LORELLEA)
Date Created	30-07-2008 12:54

Folders

Action	Reference	Name	File Number	Description Eng.	Description Afr.	Folder Notes	Disposition Code
...	044932	7/2/2/1/ERF_143_FRANSCHHOEK	7/2/2/1/ERF_143_FRANSCHHOEK	ENCROACHMENT XABISA INV - 4 PARKING BAYS	OORSKRYDING - XABISA INV - 4 PARKEERPLEKKE	ERF 143 FRANSCHHOEK : ROWAN TREE 31 (PTY) LTD	

File Name	Date Created	File Size	Action
5.1.2.1 - RENEWAL OF ENCROACHMENT AGREEMENT - STAR CHOICE TRADING - (decision).doc	23-10-2008 14:06	172 KB	
ERF 143- FRANSCHHOEK - DETERMINATION OF RENTAL.doc	06-08-2008 13:00	185 KB	
Appendix 3.tif	30-07-2008 12:54	43 KB	
Appendix 2.tif	30-07-2008 12:54	49 KB	
Appendix 1.tif	30-07-2008 12:54	230 KB	
Starchoice.doc	30-07-2008 12:54	198 KB	

Close

14/10/2008

tinkler attorneys

Stellenbosch Municipality
Attention: Mr Fredericks

Per Telefax: 021 808 8574

Our ref EF/nb/W02007 Your ref Date 14 October 2008

Dear Sir

RE: OUR TRANSFER: STAR CHOICE TRADING 449 (PTY) LTD / CARIDO 165 CC
PROPERTY: ERF 1331 FRANSCHHOEK

We refer to the above and the telephonic conversation between yourself and Gavin Tinkler of our office in even date.

We attach a copy of the Agreement of Sale and refer you to clause 19 from which it is clear that the Purchaser is aware of the encroachment referred to therein.

We trust you find the above in order.

Yours faithfully
TINKLER ATTORNEYS

per:
PJ FOURIE

Erf 143
Erf 143

STELLENBOSCH MUNICIPALITY
FINANCIAL SERVICES
14 OCT 2008
INCOME

Erf 143

MUNICIPALITY - MUNISIPALITEIT
25 FEB 2009
STELLENBOSCH

TINKLER INC. ATTORNEYS NOTARIES & CONVEYANCERS
Reg No. 98/06709/21

Directors: Gavin Tinkler B Iuris LLB Shane Rogel B Proc Ewan Fourie BCom LLB
Office & Financial Manager: Kerry-Ann Stephan

18 Cavendish Street, Claremont
PO Box 23130, Claremont 7735
Deeds Office 243
DX 210 Cape Town
T: 021 683 4097 F: 021 683 9196
email: info@tinklerattorneys.co.za
web: www.tinklerattorneys.co.za

FORMERLY MACKAY - DAVIDSON, TINKLER & NORMAN INC.

From: Laetitia Walters
To: Kruger, Kotie
Date: 10/02/2009 18:54:37
Subject: STAR CHOICE TRADING: ERF 1331

Goeie dag,

Ek merk op dat bg se kontrak verstrek op 28 Februarie 2009.

Die eiendom is blykbaar verkoop, maar ons het nog geen kennis van die nuwe eienaar gekry nie. Kan u vir my 'n aanduiding gee van wat my te doen staan aangaande die "stoep/sypaadjie huur" erf 143 Franschhoek. Gebruik die nuwe eienaar ook die "stoep/sypaadjie"?

Laat weet asb.

Groete

Laetitia Walters
Inkomste: Finansiële Dienste
Stellenbosch Munisipaliteit

Tel: (021) 808 8567
Faks:(021) 808 8574

7/1/3/2009

STELLENBOSCH
STELLENBOSCH • PNIEL • FRANSCHHOEK
MUNISIPALITEIT • UMASIPALA • MUNICIPALITY

Our Ref.: 7/2/2/1 Erf 143, Franschhoek (Mr JJ Kruger tel nr 021-8088032)

17 March 2009

The Manager
Star Choice Trading 449
66 Hugenote Street
Franschhoek
7690

7/2/2/1 Erf 143 Franschhoek

Dear Sir

REQUEST FOR RENEWAL OF THE ENCROACHMENT/ LEASE AGREEMENT

I refer to my letter of 11 December 2008 and wish to confirm that according to our records, your property has been transferred to a new owner.

Will you please inform the new owner, that if he still wants to use the adjacent property of council, he must apply in writing to enable us to put an item on the agenda of our Standing Committee.

Yours faithfully

pp DIRECTOR: CORPORATE SERVICES

P 2009/03/30

FILE NR: 7/2/1/Erf 143 Franschhoek
SCAN NR:
COLLABORATOR NR:

Our Ref.: *7/2/1/2/1/Erf 143 Franschhoek*

11 December 2008

The Manager
Star Choice Trading 449
66 Hugenote Street
Franschhoek
7690

15 DEC 2008

Sir,

REQUEST FOR RENEWAL AND CEDING OF THE ENCROACHMENT / LEASE AGREEMENT

I refer to your request regarding the renewal and ceding of the Encroachment / Lease agreement and wish to inform that the application to cede was not approved.

The renewal however, was approved subject to the following conditions:

(a) that a new market related rate be determined by a independent valuator;
(b) that there will be no automatic renewal clause; and
(c) that the contract provides for an annual market-related escalation also be determined by an independent valuator.

As soon as a market related lease amount and escalation have been determined, we will provide you with a new agreement for signature.

Yours faithfully,

Sien aangehegte item met aanbevelings van Kathak.

.....

p.p ACTING DIRECTOR: CORPORATE SERVICES
KEITH FORD

2009/02/20

(d) if the lease is extended, the Municipality has the right to increase the rental as it deems fit; and

(e) the Lessee may not cede or surrender or transfer the agreement to any other party without the prior written consent of the municipality.

A copy of the current agreement is attached as **APPENDIX 1.**

2.2 Notice of extention

On 2008-06-09 Starchoice Trading 449 (Pty) Ltd informed us in writing (in terms of clause 1 of the current agreement) that they would like to exercise their option of renewal of a further period of 5 years, as from 2009-03-01. A copy of the letter is attached as **APPENDIX 2.**

2.3 Application to cede agreement to new owner of erf 1331

On 2008-06-09 a letter was received form Starchoice Trading 449 (Pty) Ltd; requesting Council to approve the ceding of the contract to the new owner of erf 1331, or his nominee, should the sales transaction be successfully concluded. A copy of the letter is attached as **APPENDIX 3.**

3. DISCUSSION

3.1 Property Description and Context

The subject property, a portion of erf 143, Franschhoek is located on the main Road, (Hugeunote Road), between erf 1331 (property of the Lessee) and the road, as indicated on Fig. 1. and Fig. 2, respectively.

3.2 Legal position

As already mentioned in paragraph 2.1 (*supra*), the current agreement provides for a renewal period of 5 years. In terms hereof the Lessee has now informed as that they indeed wish to renew the agreement. The current agreement provide for a fixed escalation of 10 % p/a. In terms of Stellenbosch Municipality's Supply Chain Management Policy, however, rentals must be market related, except when the public interest or the plight of the poor demands otherwise and all fees must be reviewed on an **annual** basis. The new contract will therefore have to provide for an annual market-related increase. The new agreement will also not have an automatic renewal agreement, as all new rentals must be effected by a public competitive process.

3.3 Market related rental

A valuer has already been appointed to advise on a market-related rental.

4. COMMENTS BY OTHER DEPARTMENTS

4.1 CFO

Application supported subject thereto that the request to cede the agreement to the new owner of Erf 1331, Franschhoek, or his nominee, not be approved.

5. CONCLUSION

In terms of the current agreement, the Lessee has a right to renew the agreement for a further period of 5 years. In terms of Council's Procurement Policy, such rental must be market related, and must be renewed on an annual basis.

Seeing that the current agreement is linked to the business on erf 1331 (restaurant), the request to cede the agreement to the new owner is reasonable and is recommended for approval, subject to the conditions as set out in the recommendations, hereunder.

RECOMMENDED

(a) that it be noted that Star Choice (Pty) Ltd, the current Lessee of a portion of erf 143, Franschhoek, has exercised its choice to renew the agreement for a further period of 5 years;

(b) that the CFO be mandated to determine a new market-related rental, based on an independent valuation;

MEMORANDUM OF AN AGREEMENT OF ENCROACHMENT / LEASE

Entered into by and between

THE STELLENBOSCH MUNICIPALITY

of the first part, hereinafter referred to as the **LESSOR** and for the purposes of this agreement represented by the DIRECTOR: CORPORATE SERVICES in office for the time being

AND

STAR CHOICE TRADING 449

of the second part, hereinafter referred to as the **LESSEE**

WHEREAS the **LESSOR** is the owner of ERF 143, FRANSCHHOEK

AND WHEREAS the **LESSEE** is desirous of leasing from the **LESSOR**, a portion of Erf 143, Franschhoek, approximately 300m² in extent, as more clearly set out in the diagram hereto attached as Annexure A and to which portion hereinafter is referred to as **"THE PROPERTY"**;

NOW, THEREFORE, the **LESSOR** and **LESSEE** hereby agree as follows:

1 **TERM OF LEASE**

The lease shall commence on 2004-03-01 and shall endure to 2009 2014. ~~The LESSEE shall have the option to extend this lease for a further period. The LESSEE shall notify the LESSOR in writing not later than 2008-10-15, if the option is exercised.~~

4 **IMPROVEMENTS**

4.1 Any existing improvements on the **PROPERTY** as at the commencement of the lease shall be maintained by the **LESSEE** in a good condition, to the satisfaction of the **LESSOR** and if the **LESSEE** should fail to do so, the **LESSOR** may cause to be effected such repairs as it may deem necessary, in which event the **LESSEE** shall be liable for the expenditure.

4.2 No structures or other improvements shall be erected by the **LESSOR** on the **PROPERTY** without the prior written approval of the **LESSOR** and the **LESSOR** may order that any such structure or improvement erected without its permission, be removed forthwith.

4.3 Improvements approved of by the **LESSOR** shall be erected by the **LESSEE** at his own risk.

4.4 The **LESSOR** may require the **LESSEE** to insure any improvements on the **PROPERTY** against damage and if the **LESSEE** should fail to do so, the **LESSOR** may of its own accord effect such insurance and recover the costs from the **LESSEE**.

4.5 If the **LESSOR** should receive compensation in cash from an insurance agency for damage to any improvements on the **PROPERTY**, it may repair the said improvement and retain the cash, according as it may deem fit.

4.6 All trees, flowers and such improvements shall remain the property of the **LESSOR** and may only be removed with its prior consent.

4.7 **Advertising Signs**

The **LESSEE** shall not erect any advertising signs, or allow its erection, without the prior written consent of the **LESSOR**.

4.8 **Servitudes**

The **LESSEE** shall be subject to any servitudes which may be attached to the **PROPERTY** and if it should transpire that the **LESSOR** is not entitled to let the said **PROPERTY** or any part of it, the **LESSEE** shall have no claim for compensation against the **LESSOR**.

(c) otherwise at any time with written notice of at least 3 (THREE) months to the **LESSEE**.

7.2 It shall be a special condition of this agreement that the **LESSOR** shall in no way be liable for damages for any loss suffered by the **LESSEE** resulting from the cancellation of this agreement in terms of Clause 9.

8 INDEMNITY

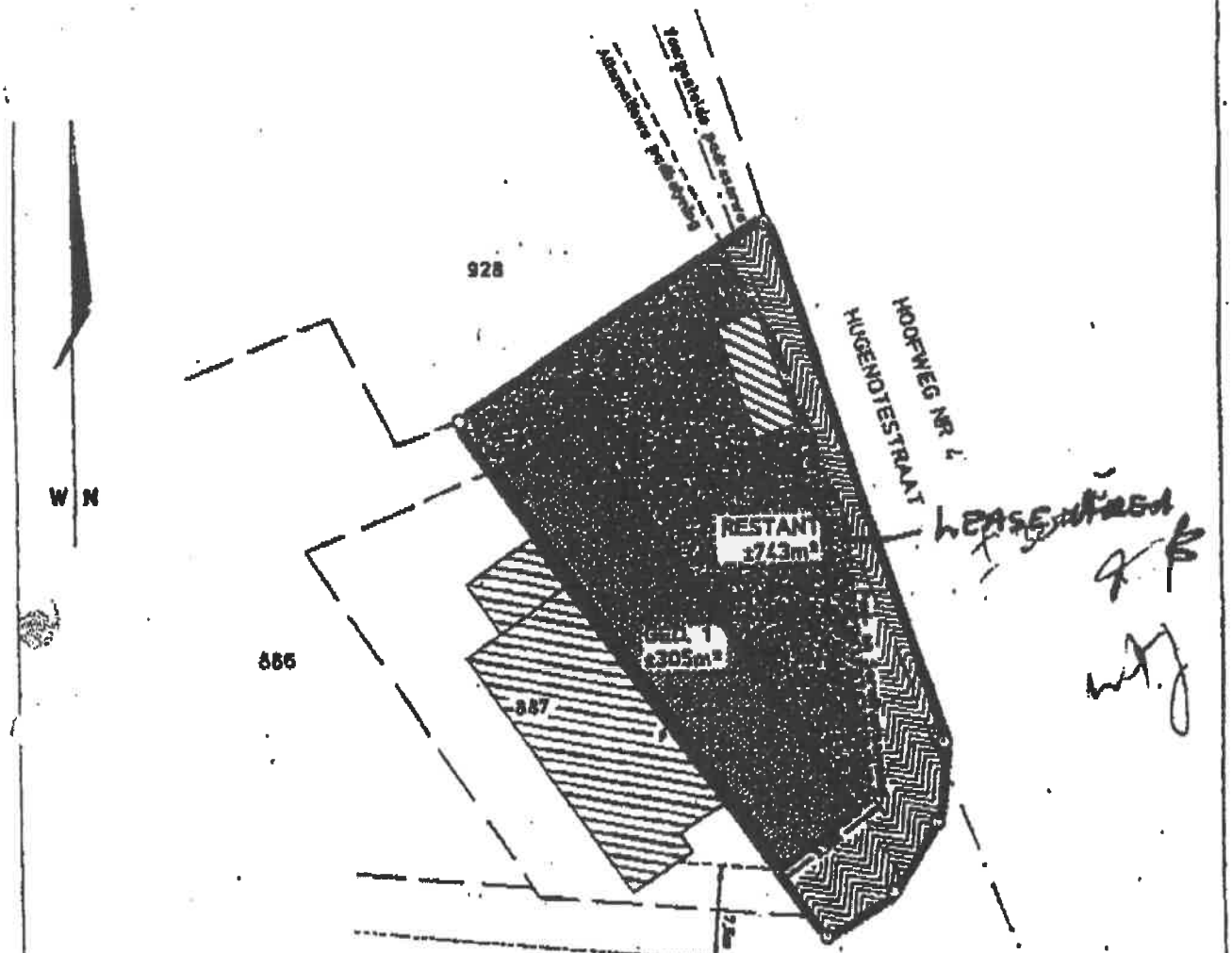
The **LESSEE** shall indemnify the **LESSOR** against any legal actions or proceedings, or claims for costs, damages or expenditure against the **LESSOR**, or paid or incurred by the **LESSOR**, as a result of any negligence by the **LESSEE**, his employees or other persons under his control, or as a result of the use of the **PROPERTY** by the **LESSEE** or any cause related to such use.

9 COSTS OF AGREEMENT

Any costs incurred by the **LESSOR** in connection with the preparation and execution of this agreement, advertising, surveying, stamp duty and other incidentals, shall be paid by the **LESSEE**, at the request of and other incidentals, shall be paid by the **LESSEE**, at the request of the **LESSOR**, to the Chief Financial Officer and the **LESSEE** shall not be entitled to dispute the correctness of the amount claimed by the **LESSOR**.

10 COURT OF JURISDICTION

The **LESSOR** and **LESSEE** hereby agree that the Magistrates Court of Stellenbosch which has, in terms of Magistrates Court Law No 32 of 1944, jurisdiction over the person of the **LESSEE**, shall have jurisdiction to entertain any action or proceedings that may arise out of this contract.



SONERING SLEUTEL :

- Spesifieke Besigheid
- Ooprulmte
- Padreserwe

NOTA :

Gedeelte 1 word met Erf 887 gekonsolideer SIGN 1331

SIGN 1330

VDK

Van der Merwe Oudburg & Hartwood

DIRKIE UYSSTRAAT 7
BELLVILLE 7530
(021) 9480903

HOOFSTRAAT 391
PAARL 7646
(02211) 21427
(02211) 25590

FRANSCHHOEK

PAARL

PLAN NR 27/20/01

STELLENBOSCH
STELLENBOSCH • PNIEL • FRANSCHHOEK
MUNISIPALITEIT • UMASIPALA • MUNICIPALITY

1042 - 1819
Subsect · 2.

Our Ref: 7/2/2/1 Erf 143 Franschhoek (Mr JJ Kruger tel nr 808 8032)

18 September 2009

Vorige Huurder
Overgeneem by Sterr Choice.

Mr I Goodman
Carido 165 CC
401 Aquarius
44 Bay Road
Mouille Point
8005

Dear Sir

LEASE OF COUNCIL PROPERTY FOR OUTDOOR DINING PURPOSES

I refer to your letter of 08 March 2009 regarding the lease of the portion of erf 143 Franschhoek that was previously be used by Star Choice Trading 449.

Attached please find a lease agreement for your attention and signature.

The lease amount is based on an independent lease valuation that was obtained in terms of council resolutions. The completed agreement can be provided to me.

Yours faithfully

.....
pp MANAGER: PROPERTY MANAGMENT

(Vorige [illegible] – Oorgeneem

Sward
Rock
Lawn

Aanlegging van Excel.

Laelibri wallas

18/9/2009

STELLENBOSCH

STELLENBOSCH • PNIEL • FRANSCHHOEK

MUNISIPALITEIT • UMASIPALA • MUNICIPALITY

Our Ref: 7/2/2/1 Erf 143 Franschhoek *(Mr JJ Kruger tel nr 808 8032)*

18 September 2009

FILE NR: 7/2/1 ERF 143 FRANSCHHOEK
SCAN NR:
COLLABORATOR NR:

Mr I Goodman
Carido 165 CC
401 Aquarius
44 Bay Road
Mouille Point
8005

Dear Sir

LEASE OF COUNCIL PROPERTY FOR OUTDOOR DINING PURPOSES

I refer to your letter of 08 March 2009 regarding the lease of the portion of erf 143 Franschhoek that was previously be used by Star Choice Trading 449.

Attached please find a lease agreement for your attention and signature.

The lease amount is based on an independent lease valuation that was obtained in terms of council resolutions. The completed agreement can be provided to me.

Yours faithfully

.....
pp MANAGER: PROPERTY MANAGMENT

MUNICIPALITY · MUNISIPALITEIT
28 SEP 2009
CENTRAL RECORDS STELLENBOSCH

STELLENBOSCH
STELLENBOSCH • PNIEL • FRANSCHHOEK
MUNISIPALITEIT • UMASIPALA • MUNICIPALITY

Our Ref.: 7/2/2/1 Erf 143, Franschhoek (Mr JJ Kruger tel nr. 8088032)

23 February 2009

The Manager
Star Choice Trading 449
218 Main Road
Claremont
7700

Dear Sir

RENEWAL OF ENCROACHMENT/ LEASE AGREEMENT

I refer to my letter of 11 December 2008 informing you that the lease agreement between Star Choice and the Municipality has been renewed as from 1 March 2009.

According to our records CARIDO165CC is now the new owner of erf 1331, Franschhoek which is adjacent to the leased property.

Should the new owner be interested to make use of a portion of erf 143, he must apply directly to the Director: Corporate Services, PO Box 17, Stellenbosch, 7599.

Yours faithfully

pp DIRECTOR: CORPORATE SERVICES

Copy to: Mr I. Goodman
CARIDO 165 CC
401 Aquarius
44 Bay Road
Mouille Point
8005

STELLENBOSCH
STELLENBOSCH • PNIEL • FRANSCHHOEK
MUNISIPALITEIT • UMASIPALA • MUNICIPALITY

1042 - 1819
Subsect 2.

Our Ref: 7/2/2/1 Erf 143 Franschhoek *(Mr JJ Kruger tel nr 808 8032)*

18 September 2009

Mr I Goodman
Carido 165 CC
401 Aquarius
44 Bay Road
Mouille Point
8005

Vorige Huurder
1031 - 1546

Dear Sir

LEASE OF COUNCIL PROPERTY FOR OUTDOOR DINING PURPOSES

I refer to your letter of 08 March 2009 regarding the lease of the portion of erf 143 Franschhoek that was previously be used by Star Choice Trading 449.

Attached please find a lease agreement for your attention and signature.

The lease amount is based on an independent lease valuation that was obtained in terms of council resolutions. The completed agreement can be provided to me.

Yours faithfully

.....
pp MANAGER: PROPERTY MANAGMENT

(Vorige - Service ID- 37651 - (Unit type)

Sunday
SPoint
Land

Service ID- 50614

Stuur op in leer
Aanteken ing op Excel.

NI/D- 58987

Laetitia Wilkes

Process 7337

STELLENBOSCH MUNISIPALITEIT	
GEBIED	STB

INVOICE	JOURNAL	TRANSFER	
DEBIT	X	DEBIT	
CREDIT		CREDIT	

DOCUMENT NUMBER	8567/4L

YEAR	2009	MONTH	30/9/09.
		UPDATE	

DEBIT CREDIT	REKENING NOMMER	NAAM VAN DEBITEUR	SERVICE	SUB SERVICE	TARIFF	BILLING CYCLE	AMOUNT	PENALTY	VAT
DT	1042-1819	Carido 165 CC	Sundr	SRENT	VAN1		3000·00	·	420·00
TOTAAL							3000·00		420·00

DESCRIPTION:

R 3420·00

Oct 2009 Rental Billing

OPSTELLER/COMPILER: LW

NASIENER/CHECKED:

Check asb.

STELLENBOSCH
STELLENBOSCH • PNIEL • FRANSCHHOEK
MUNICIPALITY • UMASIPALA • MUNISIPALITEIT

MEMORANDUM OF AN AGREEMENT OF ENCROACHMENT/LEASE

ENTERED INTO by and between

THE MUNICIPALITY OF STELLENBOSCH

of the first part, hereinafter referred to as the **LESSOR** and for the purposes of this agreement represented by the Director Corporate Services in office for the time being

AND

CARIDO 165 CC

of the second part, hereinafter referred to as the **LESSEE** and herein represented by .....

in his capacity as .....

WHEREAS the **LESSOR** is the owner of Erf 143, Franschhoek

AND WHEREAS the **LESSEE** is desirous of leasing from the **LESSOR**, a portion of erf 143 Franschhoek, approximately 300m² in extent, as more clearly set out in the diagram hereto attached as Annexure A, and to which portion hereinafter is referred to as the "**PROPERTY**"

NOW, THEREFORE the **LESSOR** and **LESSEE** hereby agree and by these presents witness as follows:

1. **TERM OF LEASE**

The lease shall commence on 1/10/2009... and shall endure till ..30/09/2014.

2. RENTAL

2.1 The rental shall be R3000.00 (THREE THOUSAND RAND) per month as from 2009-10-01 with a yearly escalation of 10% payable by the **LESSEE** to the **LESSOR** in advance not later than the 7th day of each month.

2.2 It shall be a special condition of this agreement that the **LESSOR** reserves the right to cancel the lease summarily, without further written notice, if the **LESSEE** should fail to pay any rental within 7 (SEVEN) days and from the due date, and such cancellation shall not in any way affect the right of the **LESSOR** to recover, by legal proceedings, any amount owing to it by the **LESSEE**.

2.3 The rental referred to in Clause 1 shall not include service charges or levies payable in respect of the **PROPERTY**, which charges or levies shall become payable by the **LESSEE** separately as from the commencement of this agreement.

3. USE OF PROPERTY

3.1 The **PROPERTY** shall be used solely by the **LESSEE** for the purposes of a outdoor restaurant and the **LESSEE** undertakes not to permit, during the currency of this lease, any other activities on the **PROPERTY** that may be objectionable to the **LESSOR** or the general public.

3.2 The **LESSEE** undertakes to comply with all the requirements prescribed by higher authorities and conditions laid down by the **LESSOR'S** relevant Departments and their delegated officials and to keep the site neat and tidy at all times, to the satisfaction of the **LESSOR**.

4. IMPROVEMENTS

4.1 Any existing improvements on the **PROPERTY** as at the commencement of the lease shall be maintained by the **LESSEE** in a good condition, to the satisfaction of the **LESSOR**, and if the **LESSEE** should fail to do so, the **LESSOR** may cause to be effected such repairs as it may deem necessary, in which event the **LESSEE** shall be liable for the expenditure.

4.2 No structures or other improvements shall be erected by the **LESSEE** on the **PROPERTY** without the prior written approval of the **LESSOR**, and the **LESSOR** may order that any such structure or improvement erected without its permission, be removed forthwith.

4.3 Improvements approved of by the **LESSOR** shall be erected by the **LESSEE** at his own risk.

4.4 The **LESSOR** may require the **LESSEE** to insure any improvements on the **PROPERTY** against damage, and if the **LESSEE** should fail to do so, the **LESSOR** may of its own accord effect such insurance and recover the costs from the **LESSEE**.

4.5 If the **LESSOR** should receive compensation in cash from an insurance agency for damage to any improvements on the **PROPERTY**, it may repair the said improvement and retain the cash, according as it may deem fit.

4.6 All trees, flowers and such improvements shall remain the property of the **LESSOR** and may only be removed with its prior consent.

4.7 Advertising signs

The **LESSEE** shall not erect any advertising signs, or allow its erection, without the prior written consent of the **LESSOR**.

4.8 Servitudes

The **LESSEE** shall be subject to any servitudes which may be attached to the **PROPERTY** and if it should transpire that the **LESSOR** is not entitled to let the said **PROPERTY** or any part of it, the **LESSEE** shall have no claim for compensation against the **LESSOR**.

5. RIGHT OF ENTRY

The authorised officials of the **LESSOR** shall have access to the **PROPERTY** at any time in order to carry out such inspections as they may deem necessary, and to ensure that the conditions of this agreement are being strictly complied with.

6. CESSIONS, SUB-LEASE OR TRANSFERS

6.1 The **LESSEE** may not cede or surrender or transfer this agreement to any other party, or to sub-let the whole or any portion of the **PROPERTY**, without the prior written consent of the **LESSOR**.

6.2 If the **LESSOR** should grant such consent, it may prescribe the form in which the cession, sublease or surrender shall be effected, and it shall be a special condition of this agreement that the **LESSOR**, when granting consent, may impose such conditions as it may deem fit, thereby amending the terms of this agreement at its discretion.

7. CANCELLATION OF AGREEMENT

7.1 Notwithstanding the provisions of Clause 1 and subject to the provisions of Clause 2.3, the **LESSOR** may cancel this agreement –

(a) with 3 (THREE) days' written notice in the event of the **LESSEE'S** failure to comply with any of the provisions of this agreement, or with any instructions issued by the **LESSOR** in terms of this agreement, subject to a period of grace of 30 (THIRTY) days to the **LESSEE** to enable him to rectify such failure after written notice to him by the **LESSOR** intimating the nature of the failure; or

(b) in respect of any portion of the whole of the **PROPERTY** required for bona fide municipal purposes, or in respect of which a complaint has been lodged by the general public that it is being used for purposes other than that prescribed by Clause 3 with 14 (FOURTEEN) days notice; and

(c) otherwise at any time with written notice of at least 3 (THREE) months to the **LESSEE**.

7.2 It shall be a special condition of this agreement that the **LESSOR** shall in no way be liable for damages for any loss suffered by the **LESSEE** resulting from the cancellation of this agreement in terms of Sub clause 9.1.

8. **INDEMNIFY**

The **LESSEE** shall indemnify the **LESSOR** against any legal actions or proceedings, or claims for costs, damages or expenditure against the **LESSOR**, or paid or incurred by the **LESSOR**, as a result of any negligence by the **LESSEE**, his employees or other persons under his control, or as a result of the use of the **PROPERTY** by the **LESSEE** or any cause related to such use.

9. **COSTS OF AGREEMENT**

9.1 Any costs incurred by the **LESSOR** in connection with the preparation and execution of this agreement, advertising, surveying, stamp duty and other incidentals, shall be paid by the **LESSEE**, at the request of the **LESSOR**, to the Director: Financial Services and the **LESSEE** shall not be entitled to dispute the correctness of the amount claimed by the **LESSOR**.

10. **COURT OF JURISDICTION**

The **LESSOR** and **LESSEE** hereby agree that the Magistrates Court of Stellenbosch which has, in terms of Magistrates Court Law Nr 32 of 1944; jurisdiction over the person of the **LESSEE**, shall have jurisdiction to entertain any action or proceedings that may arise out of this contract.

11. **DOMICILIUM CITANDI ET EXECUTANDI**

For the purposes of this agreement the LESSEE elect as *domicilium citandi et executandi*

.....

.....

.....

and the LESSOR

PO Box 17, Stellenbosch, 7599

THUS DONE AND EXECUTED AT STELLENBOSCH THIS _____ DAY OF

_____ 2009, IN THE PRESENCE OF THE UNDER

SIGNED WITNESSES:

WITNESSES

1. _____

2. _____

_____

LESSOR

THUS DONE AND EXECUTED AT STELLENBOSCH THIS _____ DAY OF

_____ 2009, IN THE PRESENCE OF THE UNDER

SIGNED WITNESSES:

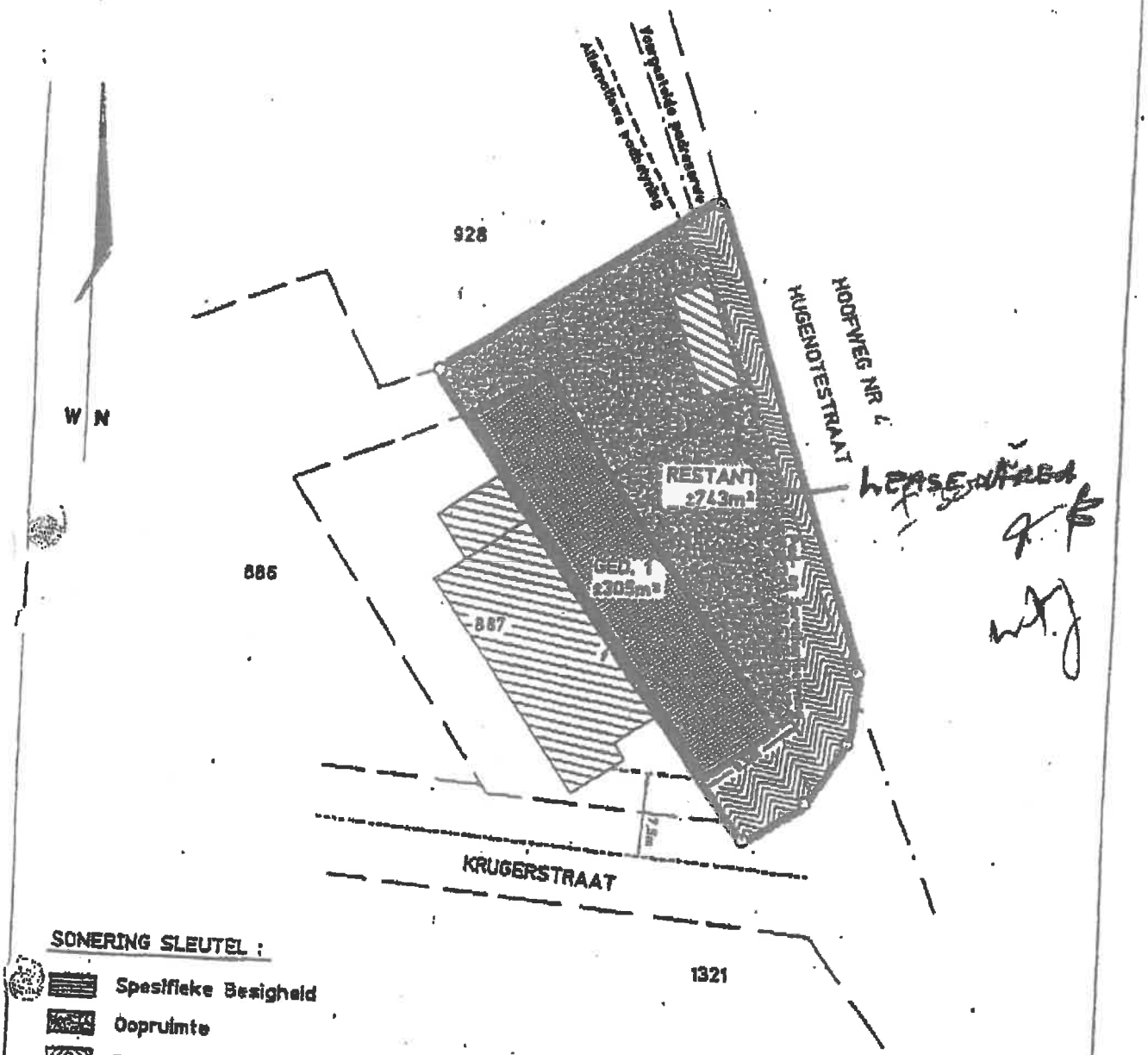
WITNESSES

1. _____

2. _____

_____

LESSEE



SONERING SLEUTEL :

- Spesifieke Besigheid
- Oopruimte
- Padreserwe

NOTA :

Gedeelte 1 word met Erf 887 gekonsolideer SIEN 1331

SIEN 1330

VDK

Van der Merwe Duxbury & Hirtwood
stads- en streekbeplanners • professionele landmeters
DIRKIE UYSSTRAAT 7
BELLVILLE 7530
(021) 9480903
(021) 948808
HOOFSTRAAT 391
PAARL 7646
(02211) 21427
(02211) 25590

PLAN NR 27/20/01

FRANSCHHOEK

PAARL

SKAAL 1/500

DATUM XII 1994

LÊER F27/7

APPENDIX 2

STELLENBOSCH
STELLENBOSCH • PNIEL • FRANSCHHOEK
MUNICIPALITY • UMASIPALA • MUNISIPALITEIT

APPLICATION FOR LEASE OF MUNICIPAL LAND
APPLICATION FORM

A: APPLICANT'S DETAILS

Name : .....Carido 165 CC.....

Physical address: .....Apartment 401 Aquarius....
.....42 Bay Road.....
.....Moullie Point.....
.....
Postal code:.....8005.....

Mailing address: ...Apartment 401 Aquarius.....
.....42 Bay Road.....
.....Moullie Point.....
.....
Postal code:.....8005.....

E-mail address: .....sboshard@granitegroup.co.za....

Telephone: .....0861 177 770.....

Cell phone: .....084 951 7975.....

B: PROPERTY DETAILS OF APPLICANT

Erf/farm number : .....1331.....

Suburb: .....Franschhoek.....

Town: .....Franschhoek.....

C: PROPERTY DETAILS OF LEASE AREA

Erf/farm number : ...Portion ERF 143.....

Suburb: .....Franschhoek.....

Town: .....Franschhoek.....

Area of encroachment: .....300.....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 (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: .....

.....Exterior seating, and related activities for restaurant.....

.....

Motivation:.....Extension / renewal of existing Lease Agreement.....

.....

.....

.....

.....

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: ...14/03/2023....

Full name: .....Ivan Isaac Goodman – Member: Carido 165 CC.....

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:.....

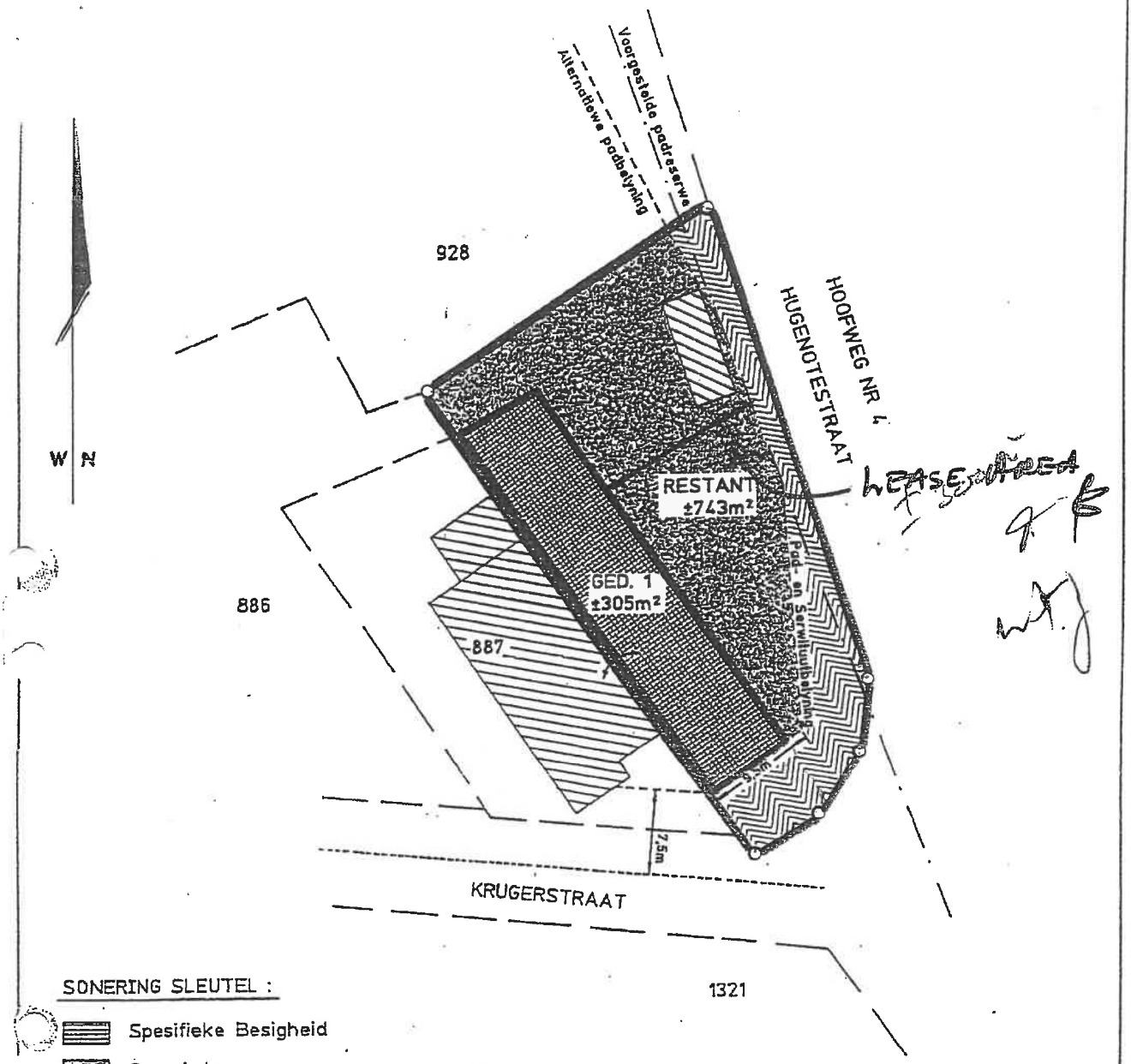
***If approved**

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

.....
SIGNATURE OF RESPONSIBLE OFFICIAL **DATE** .....

Name:.....

APPENDIX 3



SONERING SLEUTEL :

- Spesifieke Besigheid
- Oopruimte
- Padreserwe

NOTA :

Gedeelte 1 word met Erf 887 gekonsolideer SIEN 1331

PLAN VAN VOORGESTELDE ONDERVERDELING VAN ERF 143 FRANSCHHOEK → SIEN 1330

MUNISIPALITEIT: FRANSCHHOEK
ADMINISTRATIEWE DISTRIK: PAARL
PROVINSIE: KAAP DIE GOEIE HOOP

SKAAL: 1/500
NV: BI-7CA/X54 (1602)
DATUM: JULIE 1994
LÊER: F27/7

VDK
van der merwe duxbury & kirkwood
stads-en streeksbeplanners • professionele landmeters
DIRKIE UYSSTRAAT 7, BELLVILLE 7530
(021) 9480903 (021) 942808
HOOFSTRAAT 391, PAARL 7646
(02211) 21427 (02211) 25590

PLAN NR 27/20/01

7.3.4	**PROPOSED LEASE AGREEMENT: ERF 1299 STELLENBOSCH (21 CHURCH STREET), BASIC BISTRO**

Collaborator No:
IDP KPA Ref No: **Good Governance**
Meeting Date: **14 August 2024**

1. SUBJECT: PROPOSED LEASE AGREEMENT: ERF 1299 STELLENBOSCH (21 CHURCH STREET), BASIC BISTRO

2. PURPOSE

To consider an application from Basic Bistro, 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. The Municipal Manager has the delegation to sign lease agreements on behalf of the Municipality.

4. EXECUTIVE SUMMARY

An application to use a portion of the street reserve for Outdoor Dining purposes has been received from the owner of Basic Bistro trading of erf 1299, Stellenbosch. The application is not in line with the provisions /requirements of the Outdoor Dining Policy as there is not 1.5m unobstructed walkway for pedestrian use available. A deck has been erected several years ago and only leaves 1.45m walkway open for pedestrians instead of 1,5 meters. Under 6.2.1 are photos showing the deck that has been constructed. The applicant does have an encroachment agreement with the municipality, and they are using the area at the moment.

They have not specified a requested time for the lease and the area they are interested in is 10 m^2.

The applicant has submitted a diagram and the current usage is evident from the photographs provided.

The application was before the Executive Mayoral Committee in August 2023 and referred back to the administration for further investigations. Since the Property Management Department is in the process of finalising lease agreements and feedback letters to all establishments making use of Outdoor Dining, it came to their attention that a final resolution for this application is still outstanding, and the application therefore needs to be considered by the Executive Mayoral Committee. A way forward in terms of the non-compliance with the 1.5m unobstructed walkway for pedestrian use needs to be decided on. The area is demarcated by plants on the side and a pipe railing on the side of the street. It has been in existence for some years.

5. RECOMMENDATIONS

5.1. That the land (erf 1299) measuring approximately 10m² 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 for an initial period of 3 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. 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 That a site development plan be submitted for approval which must address at least the following requirements:

(a) Demarcation of the lease area relative to its abutting context with the street, the user property, and neighbouring properties. The demarcation of the outdoor dining area should where possible be demarcated by natural features like for example plants must be clearly demarcated as per the approved site development plan. The type of demarcation must be done in consultation with the Municipal Manager. If natural features such demarcation is not possible the demarcation must be indicated on the plan with lines and applicable measurements. A line indicating the area for outdoor dining may also be used. In the event that the outdoor dining spills over the demarcated area the furniture will be confiscated.

(b) Indicate the accurate location of all existing infrastructure, landscaping features and street furniture. The layout of all furniture and features that will be used for the outdoor dining activity.

5.2.4 Demarcation must be provided and maintained by the lessee.

5.2.5 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.

5.2.6 All umbrellas to be used has to be at least 2.2m high.

5.2.7 Any awnings will require pre-approval from council.

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

5.2.9 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.

5.2.10 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 by the Municipal Manager in terms of the approved tariffs and an escalation of CPI per annum applies;

5.4 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 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 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.

6. DISCUSSION / CONTENT

6.1 Background

6.1.1 Application for lease

An application was received from Basic Bistro 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**. The diagram filed with the application is attached hereto as **APPENDIX 2.**

6.2 DISCUSSION.

6.2.1. Locality and context

Erf 1299, Stellenbosch is located at 21 Church Street, Stellenbosch, as shown on Fig 1.and Fig 2, below as well as photographs of how area is used under Fig 3.



Fig 1. Location and context



Fig 2 .Extent of area





Fig. 3 Current 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):

(h)where encroachment applications are received from adjoining owners, including applications for outdoor dining permits, subject to approved tariff structure;

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 favourable 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 centre, 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 R159 per m² is charged on a monthly basis which means that the monthly rental will be R 1590.00 (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 are 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 RESOLVED (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.

SPECIAL MAYORAL COMMITTEE MEETING: 2023-08-30: ITEM 5.23

RESOLVED

That this application be referred back to Administration for further investigation.

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.

6.7 Risk Implications

The risks are addressed in the item.

6.8 Comments from Senior Management

6.8.1 Director: Infrastructure Services

ii) further subject to the conditions imposed by the Infrastructure Services namely:

a) The Municipality concludes an agreement with the applicant, detailing the conditions of approval.

b) 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.

c) The deck must be constructed within the encroachment area and as per Drawing attached to the application. Areas outside of the leased area must remain free from any obstruction to pedestrian movements.

d) During its operational phase, the deck must not hinder pedestrian movements on the sidewalk.

e) The deck remains the property of the applicant, the applicant must:
- Attend to maintenance and repairs of the deck.
- Ensure public risk and liability insurance is in place to cover 3rd party claims.

f) Council is indemnified against all possible 3rd party claims.

g) 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.

h) The desk or portion of the deck must be removable to gain access to the encroached area, as and when required by the Municipality or other public service provider.

i) For planned maintenance, repairs, upgrades or new installations, the applicant will be provided with a 5-day written notice, to remove the deck or portion of the deck for the Municipality or any other public service provider to gain access.

j) For emergency works the applicant will be required to remove the deck or portion of the deck immediately for the municipality or other public service provider to gain access.

k) The applicant to re-install the deck once the works on the public services are complete.

l) The cost for the removal and re-installation for the deck will be for the account of the applicant.

m) 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 or when the applicant (with reference to clause i and j above) refuses to remove the deck when given notice by the Municipality.

6.8.2 Municipal Manager

Supports the recommendations.

ANNEXURES: 1. Application

2. Diagram

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	***2024-08-05***

APPENDIX 1

STELLENBOSCH
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MUNICIPALITY • UMASIPALA • MUNISIPALITEIT

APPLICATION FOR LEASE OF MUNICIPAL LAND
APPLICATION FORM

A: APPLICANT'S DETAILS

Name : BASIC BISTRO

Physical address: [redacted]
STELLENBOSCH

Postal code: 7600

Mailing address: A.S. ADOLF

Postal code:

E-mail address: [redacted].CO.ZA

Telephone: [redacted]

Cell phone: [redacted]

B: PROPERTY DETAILS OF APPLICANT

Erf/farm number : 1299

Suburb: STELLENBOSCH CENTRAL

Town: STELLENBOSCH

C: PROPERTY DETAILS OF LEASE AREA

Erf/farm number : 1299

Suburb: TOWN CENTRE

Town: STELLENBOSCH

Area of encroachment: .....m²

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

D: TYPE OF APPLICATION:

Please mark the appropriate block

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

Brief description of application: .....

MOVABLE SEATED TABLE AND CHAIRS

.....

Motivation: TO ENHANCE OUTSIDE SEATING IN A DEMARCATED TOWN LIKE STELLENBOSCH WITH THE FINE WEATHER WE HAVE. THE TOURISTS LOVE THE EXPERIENCE.

.....

.....

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: 8TH MARCH 2023.

Full name: .....
JULIAN HOSACK.

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

....

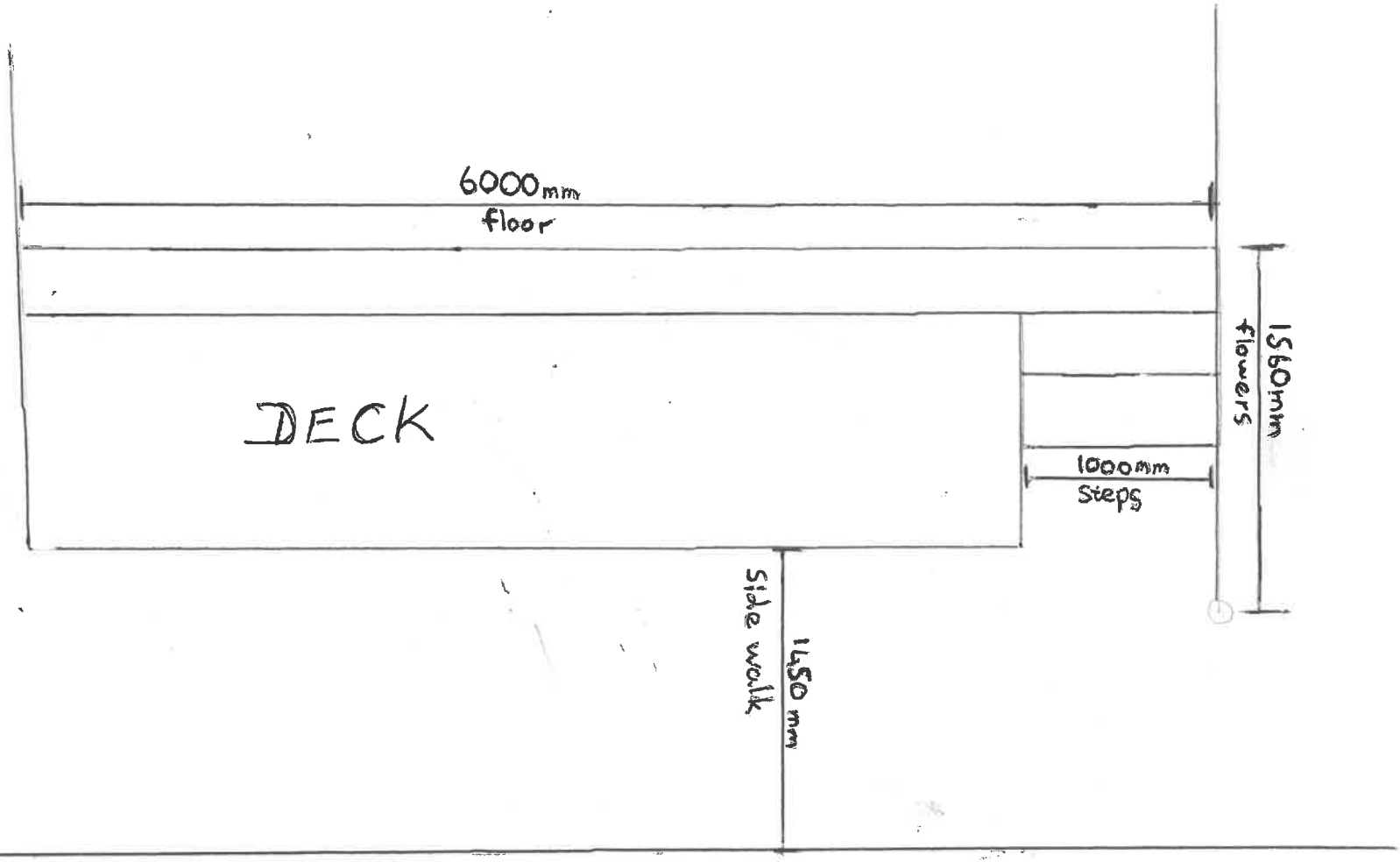
SIGNATURE OF RESPONSIBLE OFFICIAL **DATE**

Name:.....

APPENDIX 2

Business license : 353-2020

Basic Bistro



7.3.5	**RETURN ITEM: RENEWAL OF LEASE AGREEMENT APPLICATION: USE OF COUNCIL-OWNED LAND FOR TELECOMMUNICATIONS BASE STATION ON THE REMAINDER OF ERF 2149 STELLENBOSCH**

Collaborator No:
IDP KPA Ref No: **Good Governance**
Meeting Date: **14 August 2024**

1. SUBJECT: RETURN ITEM: RENEWAL OF LEASE AGREEMENT APPLICATION: USE OF COUNCIL-OWNED LAND FOR TELECOMMUNICATIONS BASE STATION ON THE REMAINDER OF ERF 2149 STELLENBOSCH

2. PURPOSE

To provide feedback to Council-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) after an Official Notice was published calling on the public to provide comments, objections or alternative proposals.

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 the delegated authority to sign lease agreements on behalf of the Municipality.

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. This lease agreement was ceded over to Helios Towers by Eagle Towers and the lease was 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 was 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. Mayco did not approve the longer period, but only the remained of the original period.

The application was before the Executive Mayoral Committee on 6 December 2023 where it was approved in principle for an additional 4 years 11 months subject to Council advertising the intention for public input and comment. The advertisement has now been placed and the closing date for these inputs, comments or alternative proposals was on 7 June 2024. No comments or inputs were received. The date of the that the advertisement was published is 14 May 2024.

It was also resolved that the applicant continues to pay monthly rent during this process, which they have done. It is important to note that the previous lease agreement was not approved by the Executive Mayoral Committee, and it is unclear how the monthly rental was determined. The lease agreement was signed by the previous Manager Property

Management without an indication as to how the rental was determined. In terms of the application a suggestion for monthly payment is made based on the previous agreements with Council, however the Mayoral Committee should consider if a valuator should be appointed to determine the market value of the property and the lease.

5. RECOMMENDATIONS

(a) that the Executive Mayoral Committee takes note of the official notice that was published and that no comments, objections, or alternative proposals were received.

(b) that the Executive Mayoral Committee approves the lease agreement for a period of 4 years 11 months from 1 September 2024.

(c) that the market related rental be determined by council's valuator after which the new agreement will be signed.

6. DISCUSSION / CONTENT

6.1 Background

6.1.1 Remainder of Erf 2149, Stellenbosch

This is a portion of land on the remainder of Erf 2149, Stellenbosch with a previous lease agreement in place for the existing Telecommunications Base Station. The ownerships of this property vests in the Municipality.

6.1.2 Application from Helios Towers (Pty) Ltd to lease Remainder of Erf 2149, Stellenbosch

Hereto attached as **APPENDIX 1** an application received from Helios Towers to lease the Remainder of Erf 2149, Stellenbosch. Attached as **APPENDIX 2** the previous lease agreement with Eagle Towers.

6.1.3 Official Notice

Following the in-principle decision taken by the Executive Mayoral Committee an Official Notice was published in Die Burger calling on the public to provide comments, objections or alternative proposals. A copy of the Official Notice is attached hereto marked as **APPENDIX 3**. The closing date for these comments, objections or alternative proposals was 7 June 2024 and nothing was received.

6.2 DISCUSSION

6.2.1 Location and context



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*-:

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.

6.2.2 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. One of the circumstances listed in (h) is where encroachment applications are received from adjoining owners, subject to approved tariff structure.

6.3 Financial implications

Based on the previous agreement, including escalation, the monthly fee payable will be R 8570.00. It is however unclear how the initial amount was agreed upon and Council should consider if a valuator should be appointed to determine the monthly rental.

6.4 Legal Implications

The legal implications are discussed 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 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

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

SPECIAL MAYORAL COMMITTEE MEETING: 2023-12-06: ITEM 5.2

RESOLVED

(a) that the remainder of Erf 2149 Stellenbosch where the tower is situated be identified as land not needed to provide basic municipal services;

(b) that Helios Towers be allowed in principle lease the existing Telecommunications base station for the additional period of 4 years 11 months from 1 July 2023 subject to Council advertising the intention for public input and comment;

(c) that the applicant continues to pay rent for the current structure lease on a month-to-month basis until a final decision is taken and a renewal agreement has been signed; and

(d) that the item be returned to Mayco after the public participation process for a final decision.

6.7 Risk Implications

The risks are addressed in the item.

6.8 Comments from Senior Management

No comments requested as it is a return item.

6.8.1 Municipal Manager

Supports the recommendations.

ANNEXURES: **Appendix 1: Application**
Appendix 2: Previous lease agreement
Appendix 3: Official Notice

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	***06/08/2024***

APPENDIX 1

STELLENBOSCH
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MUNICIPALITY • UMASIPALA • MUNISIPALITEIT

LEASE AGREEMENT APPLICATION FORM

A: APPLICANT'S DETAILS

Name : Helios Towers (Pty) Ltd South Africa

Physical address: [redacted]

Midrand

Postal code: 2196

Mailing address: [redacted]

Midrand

Postal code: 2196

E-mail address: [redacted]

Telephone: [redacted]

Cell phone: [redacted]

B: PROPERTY DETAILS OF APPLICANT

Erf/farm number: Erf 2149 (Remaining Extend) 0

Suburb: Stellenbosch

Town: Stellenbosch

C: PROPERTY DETAILS OF LEASE AREA

Erf/farm number : Erf 2149 (Remaining Extend) 0

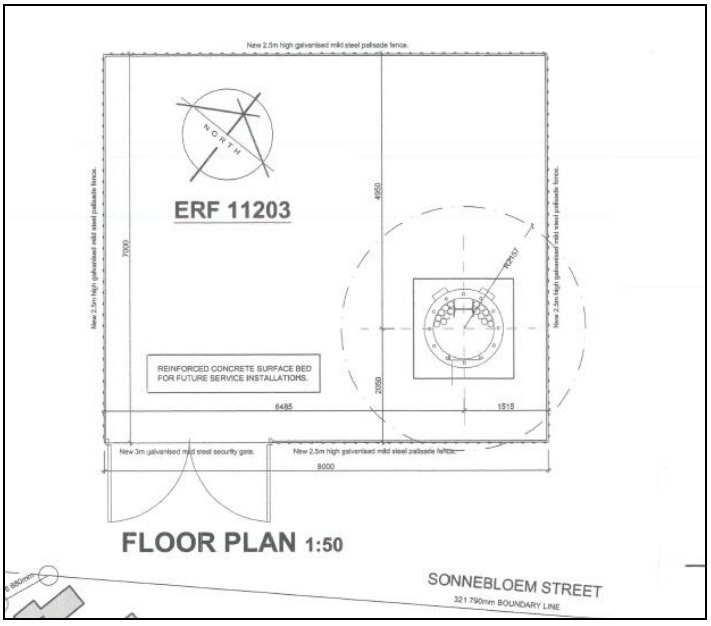
Suburb: Stellenbosch

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 Erf 2149 (Remaining Extend) 0, Stellenbosch, pertaining to the existing telecommunication base station referred to or known as ZAWC0097 Idas Valley Library.

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	**IDAS VALLEY LIBRARY**
Lessee's lease identification number	**ETSA 0095**

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

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

Initials of Lessor, Lessee and witnesses

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.

Initials of Lessor, Lessee and witnesses

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

Initials of Lessor, Lessee and witnesses

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.

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.

Initials of Lessor, Lessee and witnesses

FOR AND ON BEHALF OF THE LESSOR

Signed at Stellenbosch on 15 June 2018

Signature: _____

Full name in block letters: PETRUS PLESSIS SNR

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 SA

ANNEXURE 1

INFORMATION RELATING TO PROPERTY AND PREMISES

LESSOR'S LEASE IDENTIFICATION NAME, ADDRESS AND/OR NUMBER (IF APPLICABLE)	IDAS VALLEY LIBRARY ERF 11203 IDAS VALLEY STELLENBOSCH
LESSEE'S LEASE IDENTIFICATION NAME	IDAS VALLEY LIBRARY
LESSEE'S LEASE IDENTIFICATION NUMBER	ETSA 0095
LESSEE'S RESPONSIBLE REGION	WESTERN CAPE

STREET ADDRESS AND, IF APPLICABLE, DESCRIPTION, OF LEASE PROPERTY	SONNEBLOM STREET IDAS VALLEY
ERF NUMBER OF PROPERTY	ERF 11203 IDAS VALLEY 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	0218088189	WORK NUMBER	
FAX NUMBER	—	FAX NUMBER	
CELL NUMBER	084 506 506 5	CELL NUMBER	

RENTAL PAYEE NAME	
POSTAL ADDRESS	PO Box 17 Stellenbosch
BANK NAME	NEDBANK
BRANCH NAME	STELLENBOSCH
BRANCH CODE	198765
ACCOUNT TYPE	Cheque
ACCOUNT HOLDER NAME	Stellenbosch Municipality
ACCOUNT NUMBER	115 2271 679
COMPANY REGISTRATION NUMBER	—
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: [redacted], E-MAIL: [redacted]
	POST: THE PROPERTY [redacted]

RENTAL AND OTHER AMOUNTS

	RENTAL	ELECTRICITY CON-SUMPTION	ACCESS	ELECTRICITY ACCESS	SUNDRY
AMOUNT	~~R 6000.00~~ Rb 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
RENTAL ESCALATION COMMENCEMENT DATE	ON THE FIRST ANNIVERSARY OF THE LEASE COMMENCEMENT DATE

NOTES

1. period of renewal for the option period, the then applicable tariff will be applied

Initials of Lessor, Lessee and witnesses

ANNEXURE 2

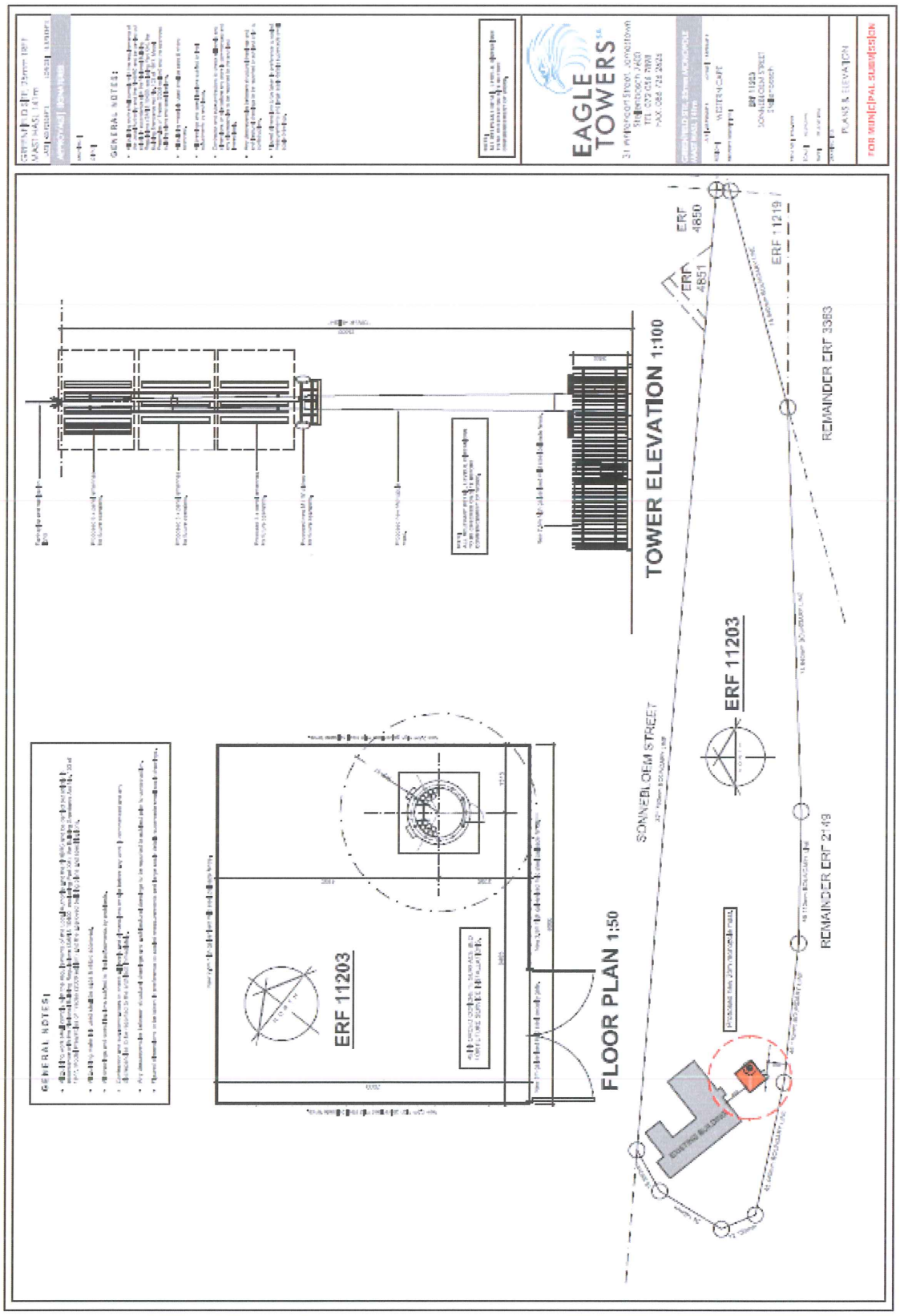
SKETCH PLAN INDICATING RELEVANT DETAILS OF EQUIPMENT TO BE INSTALLED ON THE PREMISES, THE POSITION OF SUCH EQUIPMENT ON THE PREMISES AND THE LOCATION OF THE PREMISES ON THE PROPERTY



Initials of Lessor, Lessee and witnesses

EAGLE TOWERS SA

ANNEXURE 2 (Continued)



Initials of Lessor, Lessee and witnesses

APPENDIX 3

OFFICIAL NOTICE

PROPOSED EXTENSION OF LEASE AGREEMENT: HELIOS TOWERS: REMAINDER OF ERF 2149 STELLENBOSCH

Helios Towers has brought an application for the extension of an existing lease agreement for an existing telecommunications tower on the remainder of Erf 2149 Stellenbosch. The application is for the renewal of the agreement for a period of four years and 11 months as from July 2023.

The Executive Mayor in consultation with the Mayoral Committee considered the matter on 2023-12-06 and resolved inter alia that:

- The Remainder of Erf 2149 Stellenbosch where the tower is situated be identified as land not needed to provide basic municipal services;
- Helios Towers be allowed in principle to lease the existing Telecommunication base station for the additional period of 4 years 11 months from 1 July 2023 subject to Council advertising the intention for public input and comment;
- The applicant continues to pay rent for the current structure 'lease on a month-tomonth basis until a final decision is taken and a renewal agreement has been signed; and
- The item be returned to Mayco after the public participation process for a final decision.

FURTHER INFORMATION
Further information, such as the agenda item that served before the Mayoral Committee, 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 to submit comments/objections or alternative proposals in respect of the proposed granting of the rights referred to above.

Any such comments /inputs/objections must be in writing and must reach the Office of the Head: Contract Management by no later than close of business on 7 June 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 **DATE**
MUNICIPAL MANAGER: STELLENBOSCH MUNICIPALITY

7.3.6	**A PORTION OF ERF 8116 STELLENBOSCH: APPILCATION TO LEASE COUNCIL-OWNED LAND FOR PARKING PURPOSES**

Collaborator No:
IDP KPA Ref No: **Good Governance**
Meeting Date: **14 August 2024**

1. SUBJECT: A PORTION OF ERF 8116 STELLENBOSCH: APPILCATION TO LEASE COUNCIL-OWNED LAND FOR PARKING PURPOSES

2. PURPOSE

To consider an application from Pieterhuizen Planning (Pty) Ltd on behalf of the owners of Happy Folks Restaurant to lease a portion of Erf 8116 Stellenbosch for parking 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 agreement of three (3) years and less has been delegated to the Municipal Manager. The Municipal Manager has the delegation to sign lease agreements on behalf of the Municipality.

4. EXECUTIVE SUMMARY

An application has been received from Wilhelm Esterhuizen of Pieterhuizen Planning (Pty) Ltd on behalf of the owners of the Happy Folks Restaurant for the lease of a portion of municipal land for parking purposes.

Happy Folks Restaurant is situated on Erf 9567 Stellenbosch which is adjacent to Erf 8116 Stellenbosch. Erf 9567 is currently developed with two restaurants namely Bossa Restaurant and Happy Folks Restaurant. Building plans were submitted and approved with sufficient parking provided on site. It has since become very apparent that there is in fact not sufficient parking at these two establishments and clients of these two establishments either park on

the road reserve on the very busy R44 or at the Spar opposite the street. This is resulting in the pedestrian walkway next to the existing parking been impeded and results in unregulated parking. There are wooden poles separating a part of the road reserve from the R44 behind the current parking at the restaurants – that is where the cars park. The pedestrians can still walk on the road reserve without having to walk in the road.

Recently cars started to use Erf 8116 for parking. Although there is barricading between the put op from the slip way into the restaurant parking there is sufficient space on the road reserve and sidewalk for the cars to gain access to Erf 8116. Law enforcement has received several complaints from the neighbouring properties about the illegal parking on this property.

The Applicants has indicated that it is for this reason that an application is brought to lease a portion of Erf 8116 Stellenbosch with the intention of creating 56 parking bays with an

entry from the northern common boundary. The property is situated next to the R44 and is currently an undeveloped open space. If the property is developed as per the application there will still be sufficient walkway for pedestrians and sufficient parking for the clients of these establishments according to the Applicants. The applicant did not indicate for how long they are of the intention of leasing the property.

The current zoning of the property is public open space. The entrance to the existing parking from the R44 to the restaurants does not allow exit into the R44 whilst if that entrance is adjusted to deal with entry and exit from for parking on this area it will increase the risk of people turning into the R44 trying to exist there instead of driving through the parking at the restaurants to exist. The current entrance to the parking areas will have to be adjusted to be able to accommodate both entry and exit onto the proposed property. Should a lease be considered the length of the lease must be determined.

The Infrastructure Department has requested comments from Province since the property is adjacent to a provincial road. These comments were already requested in May 2024 and several follow ups have been made, however the comments are still outstanding. It is necessary for the Municipality to consider this application as there is already illegal parking happening on an almost daily basis and the neighbours are filing complaints with Law Enforcement. The department does not support the application given the complaints from the neighbours and is of the view that is needed more barriers should be placed there to prevent illegal parking. There is sufficient parking at the Spar complex across the street and in the street leading away from the restaurants to accommodate the overflow from the current parking. The planning department should investigate whether the building on site is according to the approved plans and the estimated patrons for which parking was created on the premises.

5. RECOMMENDATION

For consideration.

6. DISCUSSION / CONTENT

6.1 Background

An application has been received by the owners of an establishment called Happy Folks restaurant for the use of municipal land for parking purposes. After the parking was taken into consideration by the planning department approval was granted for the use of the restaurant. It has since then become apparent that parking is a huge problem in the area and therefore an application was filed for the use of the adjacent municipal property for parking purposes. A copy of the application is attached hereto as **APPENDIX 1.**

The applicant has also filed a diagram of the intended layout and usage of the area which is attached hereto as **APPENDIX 2**. The area is currently vacant and will have to be developed into a parking lot, however the applicant is prepared to attend to the costs associated with such a development.

6.2 DISCUSSION

6.2.1 Location and context

The property under discussion is situated next to the R44 in Paradyskloof, next to Happy Folks and Bossa Restaurants.



Fig 1: Location and context



Fig 2: Proposed leasing area to be developed into a parking lot

6.3 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. For the 56 parking bays that will be an amount of R13 104.00 per month. It should be noted that the capital investment to upgrade the area will be done by the owners of Happy Folks and might be taken into consideration when the monthly rental is determined. It is unclear at this stage what that may be.

6.4 Legal requirements

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*-:

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.

6.4.2 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.

6.5 STAFF IMPLICATIONS

No additional staff implications

6.6 RISK IMPLICATIONS

The possible risk of not granting the application is that the clients will continue to make use of the sidewalk on the R44 which is a big problem for the safety all the road users on the R44 as well as the clients.

6.7 PREVIOUS COUNCIL RESOLUTIONS:

None.

ANNEXURES: **Appendix 1: Application**
Appendix 2: Diagram

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	***2024-08-03***

APPENDIX 1

STELLENBOSCH
STELLENBOSCH • PNIEL • FRANSCHHOEK
MUNICIPALITY • UMASIPALA • MUNISIPALITEIT

APPLICATION FOR LEASE OR MUNICIPAL LAND APPLICATION FORM

A: APPLICANT'S DETAILS

Name :	**WILHELM ESTERHUIZEN OF PIETERHUIZEN PLANNING (PTY) LTD ON BEHALF OF THE OWNERS OF HAPPY FOLKS RESTAURANT**
Physical address:	**OFFICE STR1,** **DOORNBOSCH MAIN BUILDING,** **STRAND ROAD (R44),** **STELLENBOSCH,**
Postal code:	**7600**
Mailing address:	**OFFICE STR1,** **DOORNBOSCH MAIN BUILDING,** **STRAND ROAD (R44),** **STELLENBOSCH,**
Postal code:	**7600**
E-mail address:	[redacted]
Telephone:	[redacted]
Cell phone:	[redacted]

B: PROPERTY DETAILS OF APPLICANT

Erf/farm number : **ERF 9567**

Suburb: **PARADYSKLOOF**

Town: **STELLENBOSCH**

C: PROPERTY DETAILS OF LEASE AREA

Erf/farm number : **ERF 8116**

Suburb: **PARADYSKLOOF**

Town: **STELLENBOSCH**

Area of encroachment: **±1 664m²**

***** 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,	X
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: **APPLICATION TO LEASE A PORTION OF ERF 8116 STELLENBOSCH, TO ALLOW FOR ADDITIONAL PARKING FOR PATRONS OF THE HAPPY FOLKS RESTAURANT SITUATED ON ERF 9567 STELLENBOSCH.**

Motivation:

ERF 9567 IS CURRENTLY DEVELOPED WITH TWO RESTAURANTS NAMELY BOSSA AND HAPPY FOLKS. BUILDING PLANS WERE

APPROVED AND SUFFICIENT PARKING IS PROVIDED ON SITE. THE OWNER OF HAPPY FOLKS HAVE SINCE NOTICED A SIGNIFICANT NEED FOR ADDITIONAL PARKING BAYS SERVING HIS CLIENTS. IN SOME INSTANCES, CLIENTS HAVE USED THE ROAD RESERVE OF THE R44 (DEVELOPED WITH A PEDESTRIAN WALKWAY) FOR PARKING. THIS RESULTS IN THE BLOCKAGE OF PEDESTRIAN TRAFFIC AND RESULTS IN UNREGULATED AND UNSAFE PARKING.

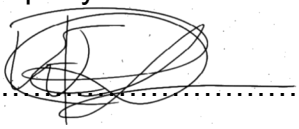
IT IS THEREFORE EXPLORED TO LEASE A PORTION OF ERF 8116 STELLENBOSCH FOR THE PURPOSE OF PARKING. WITH REFERENCE TO THE ATTACHED PLAN, ACCESS TO THIS PORTION OF THE PROPERTY WILL BE GAINED VIA THE NORTHERN COMMON BOUNDARY BETWEEN ERF 9567 AND ERF 8116. A TOTAL OF 56 BAYS (MEASURING 5M X 2.5M WITH A REVERSE DISTANCE OF 7.5M) HAVE BEEN FITTED INTO AN AREA MEASURING APPROXIMATELY 1 664m^2 IN EXTENT.

E: LIST OF ATTACHEMENTS AND SUPPORTING DOCUMENTS

Please mark the appropriate box

Special Power of Attorney, where Applicant is not the owner	X
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: **3 MAY 2024**

Full name: **PIETER WILHELM ESTERHUIZEN**

APPENDIX 2

Notes:

SIZE OF AREA TO BE LEASED: 1 664m²

PARKING BAYS: 56

Rev No	Revision note	Date
1	For submission to Stellenbosch Municipality	02/05/2024



ERF 8116 STELLENBOSCH: APPLICATION TO LEASE MUNICIPAL LAND

Drawn by:	Checked by:	Approved date:	Job No:	Date:	Scale:
PW Esterhuizen	PW Esterhuizen	02/05/2024	J104	02/05/2024	1:750

PIETERHUIZEN
PLANNING

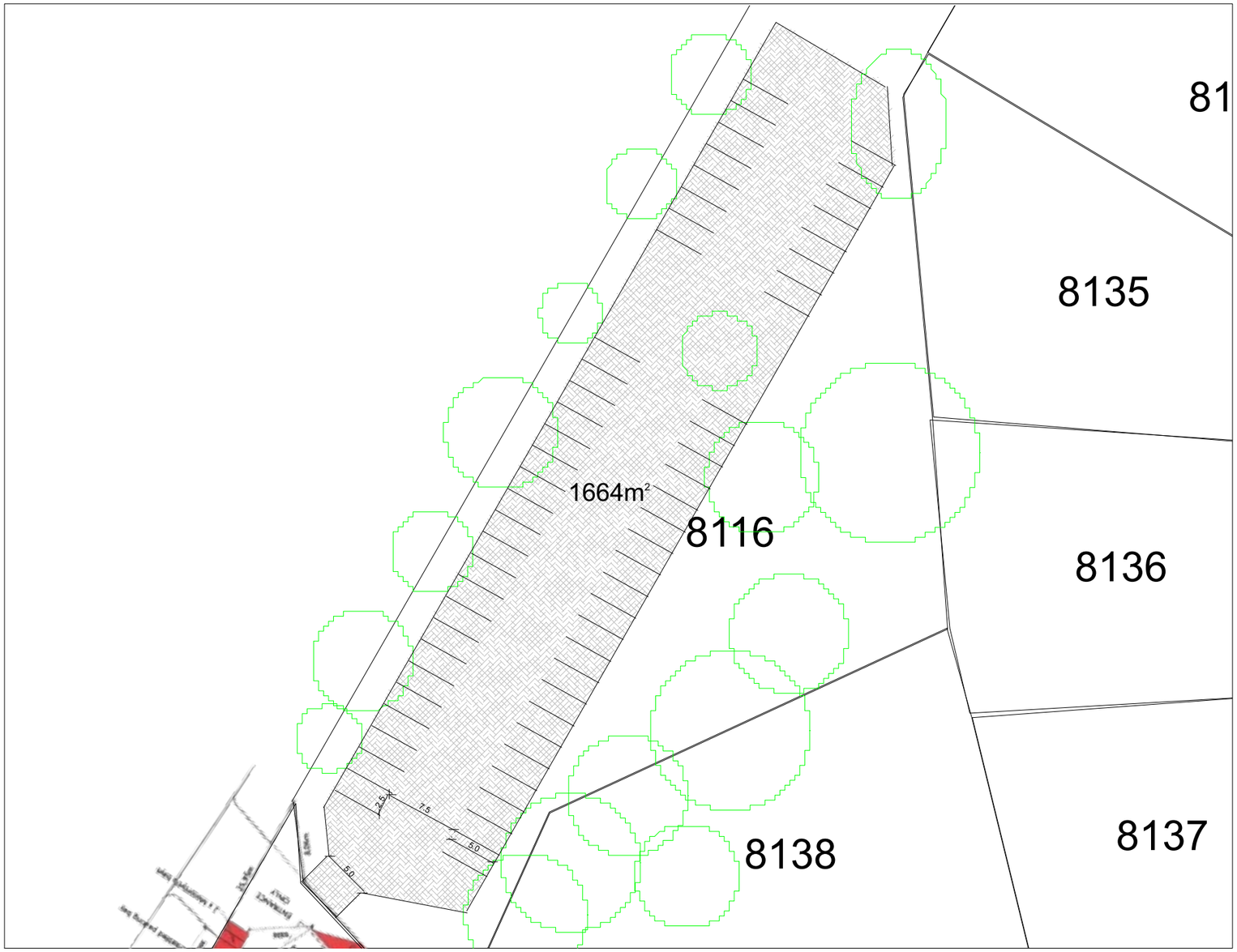
Edition:	Sheet:
Revision 1	A3

Notes:

SIZE OF AREA TO BE LEASED: 1 664m²

PARKING BAYS: 56

Rev No	Revision note	Date
1	For submission to Stellenbosch Municipality	02/05/2024



ERF 8116 STELLENBOSCH: APPLICATION TO LEASE MUNICIPAL LAND					
Drawn by: PW Esterhuizen	Checked by: PW Esterhuizen	Approved date: 02/05/2024	Job No: J104	Date: 02/05/2024	Scale: 1:500

PIETERHUIZEN
PLANNING

Edition:	Sheet:
Revision 1	A3

7.3.7	**PROPOSED LEASE AGREEMENT: ERF 1259 STELLENBOSCH (19 RYNEVELD STREET), OLD SCHOOL BRAND**

Collaborator No:
IDP KPA Ref No: **Good Governance**
Meeting Date: **14 August 2024**

1. SUBJECT: PROPOSED LEASE AGREEMENT: ERF 1259 STELLENBOSCH (19 RYNEVELD STREET), OLD SCHOOL BRAND

2. PURPOSE

To consider an application from Old School Brand (Pty) Ltd t/a Old School, 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 Old School trading of erf 1259, Stellenbosch. The application is not in line with the provisions /requirements of the Outdoor Dining Policy as there is not 0.8m space available from the street for car doors. A deck has been erected and according to the applicant the sidewalk where the deck is located was in a very bad state and the deck was erected to ensure a smoother area. Under 6.2.1 are photos showing the deck that has been constructed. No approval was obtained from the planning department for the erection of the deck prior to the construction. There are some plant demarcations between their deck and the neighbouring restaurants/areas. The applicant does not currently have any lease agreement or previous encroachment agreement with the municipality, and they are using the area at the moment.

They have not specified a requested time for the lease and the area they are interested in is 15 m². The applicant has not submitted a diagram however the current usage is evident from the photographs provided by the department below. The department does not support the application in its current form as they do not have permission for the deck. Notices were served on then to stop the construction without any positive reaction.

The outdoor use is not next to the shopfront, but next to the roadside. As such it is in line with the adjacent restaurants.

5. RECOMMENDATIONS

For consideration:

(a) that the application is not approved as they have erected a deck without approval and did not adhere to the notices served on them;

(b) that the applicants reapply when they have complied with the planning provisions; and

(c) that no outdoor dining be allowed until the applicants comply and have re-applied.

6. DISCUSSION / CONTENT

6.1 Background

6.1.1 Application for lease

An application was received from Old School Brand (Pty) Ltd t/a Old School 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**.

6.2 DISCUSSION.

6.2.1. Locality and context

Erf 1259, Stellenbosch is located at 19 Ryneveld Street, Stellenbosch, as shown on Fig 1.and Fig 2, below as well as photographs of how area is used under Fig 3.



Fig 1. Location and context

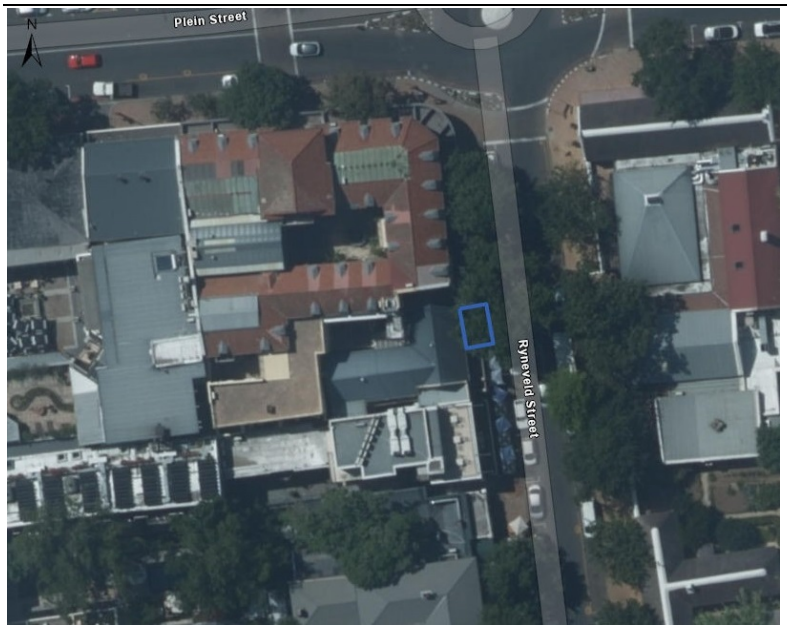
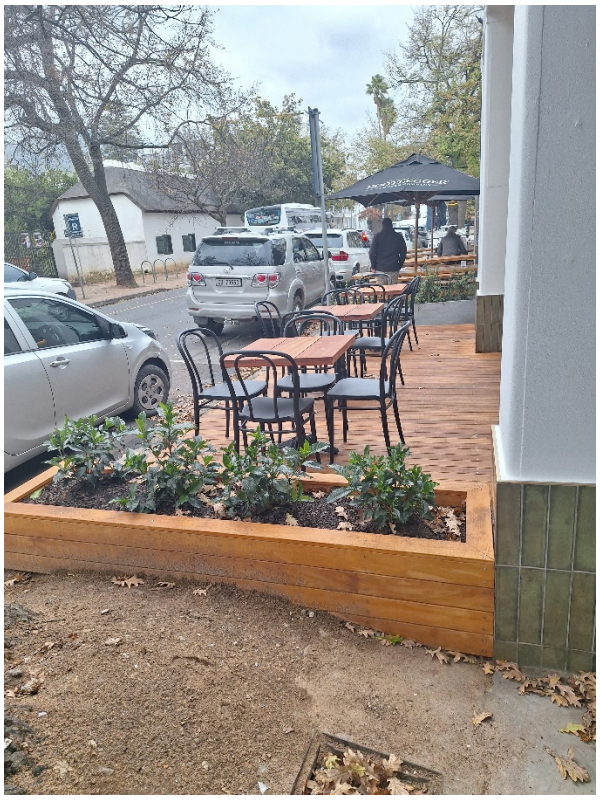


Fig 2 .Extent of area




OLD SCHOOL





Fig. 3 Current 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):

(h)where encroachment applications are received from adjoining owners, including applications for outdoor dining permits, subject to approved tariff structure;

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 favourable for their operation, including areas of Council e.g. road reserves, sidewalks, Public Open Spaces. All applications in locations of high pedestrian usage, e.g. a retail centre, 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.

6.3 Financial Implications

In terms of the current, approved tariff structure for outdoor dining lease agreements a fee of R159 per m² is charged on a monthly basis which means that the monthly rental will be R 2385.00(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 are 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.

6.7 Previous / Relevant Council Resolutions

SPECIAL COUNCIL MEETING: 2022-06-22: ITEM 9.2.5 RESOLVEND (nem con)

(d) That council takes note of the intended communication to the public;

(e) 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

(f) 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.

6.7 Risk Implications

The risks are addressed in the item.

6.9 Comments from Senior Management

6.9.1 Director: Infrastructure Services

Not supported – does not comply with Municipal provisions.

ANNEXURES: 1. Application

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	***2024-08-05***

APPENDIX 1

STELLENBOSCH
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MUNICIPALITY • UMASIPALA • MUNISIPALITEIT

APPLICATION FOR LEASE OF MUNICIPAL LAND APPLICATION FORM

A: APPLICANT'S DETAILS

Name : OLD SCHOOL BRAND (PTY) LTD

Physical address: [redacted]
STELLENBOSCH
Postal code: 7600

Mailing address: DE LA GUERRE
[redacted]
STELLENBOSCH
Postal code: 7600

E-mail address: [redacted]

Telephone:

Cell phone: [redacted]

B: PROPERTY DETAILS OF APPLICANT

Erf/farm number : 1259

Suburb: 19 RYNEVELD STREET

Town: STELLENBOSCH

C: PROPERTY DETAILS OF LEASE AREA APPLYING FOR

Erf/farm number : 1259

Suburb: 19 RUNEVELD STREET

Town: STELLENBOSCH

Area applying for 15 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 WOULD LIKE TO APPLY FOR A LOW DECK WHICH WOULD BE USED OCCASIONALLY FOR SEATING IN FRONT OF THE RETAIL SHOP

Motivation: THERE WAS A DECKING STRUCTURE AT THE PROPOSED POSITION WHICH WAS REMOVED. THE PAVEMENT UNDER WAS NOT FIXED WITH BRICK TO MATCH THE REST OF THE STREET AND PAVERS ARE UGLY AND IN DISREPAIR WE WOULD LIKE TO HAVE THE FRONT ATTRACTIVE AND OCCASIONALLY HAVE SOME SEATING AVAILABLE FOR CASUAL SEATING FOR VISITORS OR SHOPPERS WAITING

.....

.....

.....

.....

.....

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.....

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: 13/01/2024

Full name: Matthew Goldim

ANGLO AFRICAN
ESTATES

Letter of Authority

I, Johannes Hendrik de Wet (ID: 8301115184081) in my capacity as director of Anglo African Estates (Pty) Ltd, hereby authorize Carel Daniel Steinmann (ID: 9801055022083) and Matthew Golding (ID: 7708095147089) to act on my behalf in terms of any application done in regard to the occupation of the premises at 19 Ryneveld Street (Erf 1259 Stellenbosch).

.....
J.H. De Wet

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

Collaborator No:
IDP KPA Ref No: **Good Governance**
Meeting Date: **14 August 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)

5. RECOMMENDATIONS

For consideration

(a) that the council resolution dated 24 April 2021 be revied and rescinded;

(b) that erf 3192 Franschhoek be allocated to the Solid Waste department for their use.

(c) that the item on the future use of erven 3019 and 3111 both zoned as public open spaces be returned to council to decide on their future use.

6. DISCUSSION / CONTENTS

6.1 Background

Various sites in Mooiwater, Franschhoek have been identified as properties not needed to provide the minimum level of basic municipal service, ie. Surplus to our own needs. At the stage of their identification, it was alleged that they were church sites/cheche sites.

6.1.2 Property description

6.1.2.1 Erf 3192, Mooiwater, Franschhoek

Erf 3192, a portion of unregistered erf 2903 (consisting of erven 2902 and 2652), is situated in Mooiwater, Franschhoek as indicated on Fig 1 and 2, below and zoned for Utility Services.

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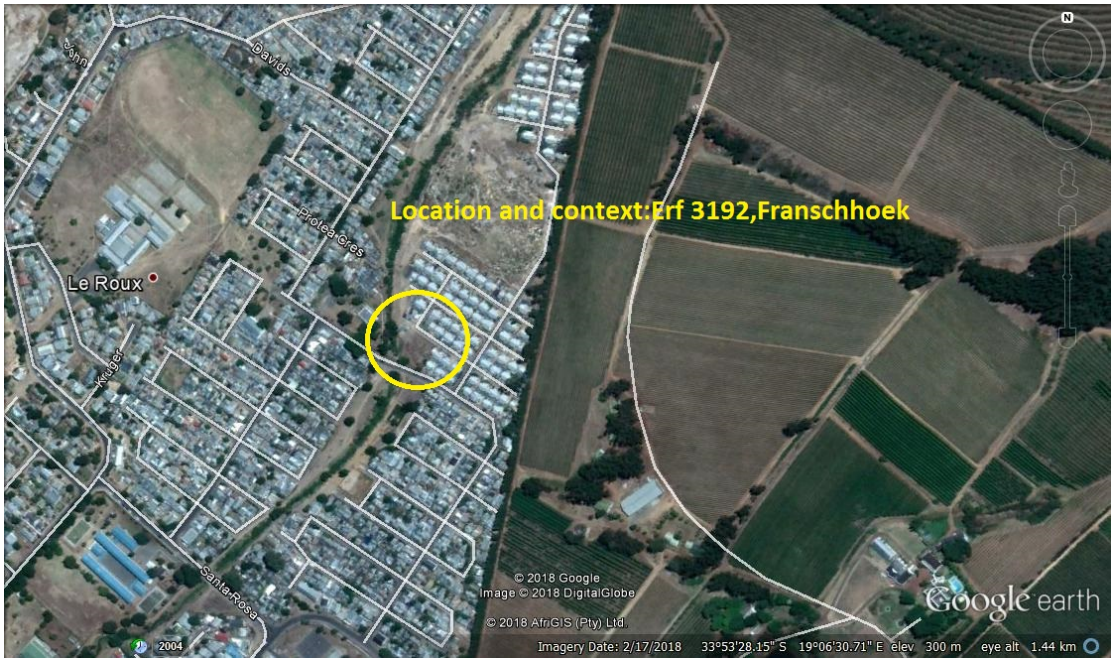


Fig 1: Location and context

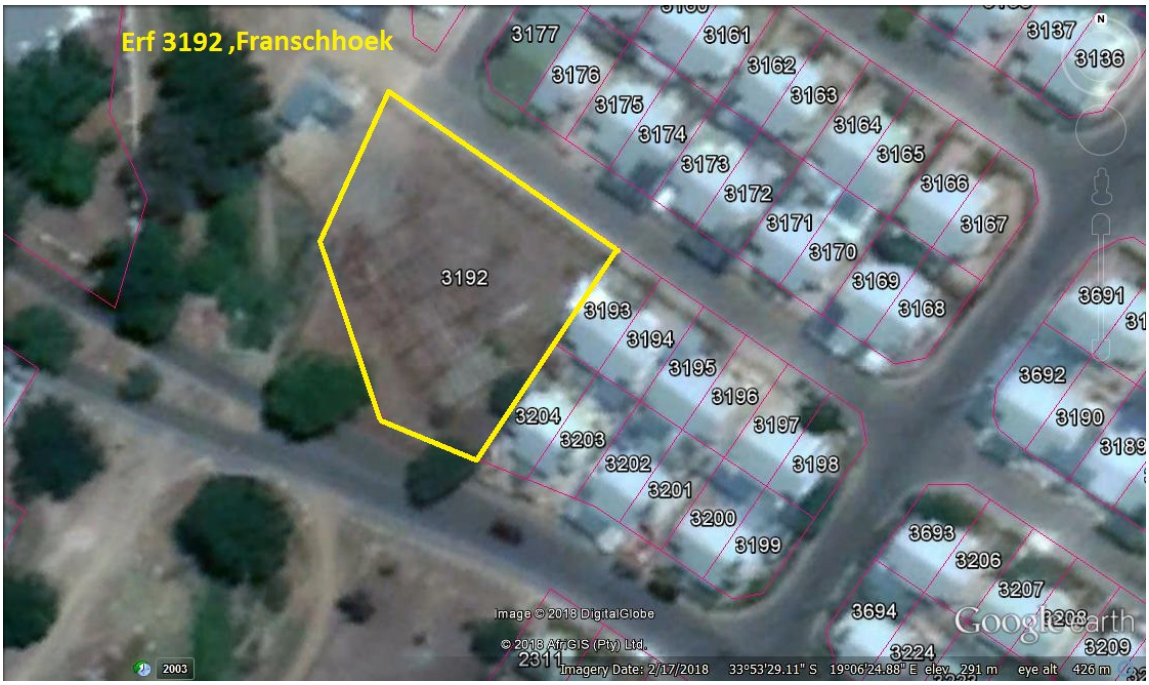


Fig 2: Extent of property

Erf 3192 is 1144m² in extent and is zoned for utility services.

This zoning was incorrectly reflected in the item.

The ownership vests with Stellenbosch Municipality by virtue of Title Deeds T27271/1999 and T39839/2001.

6.2 DISCUSSION

The definition in reference to Institutional Zone with regards to the Occupation Classification in terms of the National Building Regulations Act is as follows:

Class	Class of occupancy of Building	Example
E3	**Other institutional (residential)** Occupancy where groups of people who either are not fully fit, or who are restricted in their movements or their ability to make decisions, reside and are cared for.	* Assisted Living Facility * Children's Home * Community Care Centre * Congregate Care Facility * Foster Care Facility * Frail Care Facility * Halfway House * Hospice * Nursing Home * Old Age Home

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	• Employee housing • Market	• Freestanding base telecommunication station

• Utility services • Occasional use (one event/year) • Private road • Rooftop base telecommunication station	• Helicopter landing pad • Occasional use (>one event/year) • Renewable energy installation • Transport purposes (passengers)

6.3 Financial Implications

There will be no financial implications as the erf will remain Council's property and be used for Council service.

6.4 Legal Implications

The recommendations contained in this report comply with Council's policies and all applicable legislation. Council may not dispose of property if that property can and should be used for the provision of basic services The municipality has an obligation to provide solid waste services to its residents and therefore this property can no longer be regarded as "not needed for the provision of basic municipal services".

6.5 Staff Implications

No additional staff implications.

6.6 Previous / Relevant Council Resolutions

21ST COUNCIL MEETING: 2018-10-31: ITEM 7.2.2

RESOLVED (nem con)

(a) that erven 3192, 3019 and 3111 be identified as land not needed to provide the minimum level of basic municipal services, i.e. that it can be disposed of;

(b) that Council considers a public participation process for wards 1 and 2 to indicate what uses they would want on these properties before Council takes a decision on an in principle process to dispose of the properties;

(c) that the Municipal Manager be authorised to follow a public participation process by requesting the residents of wards 1 and 2 to provide inputs on the type of uses they would want the properties to be used for;

(d) that the public participation process be advertised in a local newspaper and communicated by the ward Councillors, and that it run for a period of 21 days from date of advertising; and

(e) that the item be re-submitted to Council after the public participation process.

26TH COUNCIL MEETING: 2019-04-24: ITEM 7.2.2

RESOLVED (majority vote)

(a) that it be noted that no comment/inputs were received from the residents of wards 1 and 2 in regard to the future use of the properties;

(b) that erven 3192, 3019 and 3111 be identified as land not needed to provide the minimum level of basic municipal services, i.e. that it can be, in principle, disposed of;

(c) that Council resolves that the properties be put out on a Call for Proposals for multi-purpose institutional use to the benefit of the community. Proposals will be evaluated based on the type of institutional uses, how it will benefit the greater community, and how many institutions will be accommodated through the proposals;

(d) that the matter be reported back to Mayco and Council after implementation of resolution (c) above; and

(e) that the conditional awarding of the tenders by the Bid Adjudication Committee, should in principle disposal be approved, be submitted to Council to make a final determination on the disposal of the properties.

Councillor DA Hendrickse requested that his vote of dissent be minuted, on the grounds that, in his view, the item is not legally compliant.

EXECUTIVE MAYORAL COMMITTEE: 2024-03-20: ITEM 7.3.4

RESOLVED

that this item be referred back to the Administration for refinement and further discussions inter alia around the zoning of the erven

6.7 Risk Implications

The rezoning of the specific land pieces to be used for different purposes then what it is currently zoned.

6.8 Comments from Senior Management

6.8.1 Director: Infrastructure Services

Requested that erf 3192 be allocated for waste management for the use of waste management in particular recycling. Illegal dumping is a huge problem in the area and a skip and other containers can be put on the premises for recycling and waste management.

No other comments were received from Directorates.

6.8.2 Municipal Manager

The re-rezoning of public open spaces is a big challenge.

FOR FURTHER DETAILS CONTACT:

NAME	**Annalene De Beer**
POSITION	***Director***
DIRECTORATE	***Corporate Services***
CONTACT NUMBERS	***021-8088189***
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REPORT DATE	***2024 – 07- 05***

7.3.9	POSSIBLE DISPOSAL OF A PORTION OF ERF 9190 PROTEA HOTEL

Collaborator No:
IDP KPA Ref No: **Good Governance**
Meeting Date: **14 August 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 was 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. Planning has now submitted a report on the history of the matter which is attached to the item (**APPENDIX 7).**

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 wherein they only requested to purchase the section of the property where the function room was erected on Municipal land. This portion is only 488 square meters. They requested 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. The amended application served before the Executive Mayoral Committee and Council during July 2024, and it was removed from the Council Agenda by the Speaker in order for the administration to enter into further discussions with the applicant. These discussions have taken place and the applicant has now provided three alternative proposals on how to finalise this matter.

Three alternative proposals submitted by Protea Hotel

The proposals submitted by the applicant for consideration by Council is attached hereto as **APPENDIX 8.**

Council needs to consider the three alternative proposals provided by the applicant and if any of the three is acceptable.

The three different proposals are indicated in orange, green and blue on the photograph in 6.2.5 below.

Option 1: Indicated on the photograph in Orange: This option is the same proposal as the one which served before in July 24 to only take transfer of the portion of land where the restaurant is encroaching which is approximately 488 square meters. In terms of the valuation the amount payable for this portion will be R 2 215 032.00 excluding VAT.

Option 2: Indicated in Blue: In this proposal the areas in orange and blue will be sold to the applicant. The area in blue is the area where, inter alia, the play area is currently located. This will add a further 1879 square meters and the total square meters being 2367 square meters. The amount payable for this entire area being R10 743 813.00 excluding VAT.

Option 3: Indicated in Green: This is for a further purchase of the area in Green together with the portions in orange and blue. This will be for a total of 2659 square meters at a cost of R12 069 021.00 excluding VAT.

A way forward with the remainder of the encroached area must be resolved upon - either the applicant submitting an application for lease of municipal land or that the applicant will have to remove all structures from the property where they are encroaching on Erf 9190 and does not form part of the options above.

Due to the value of the land an information statement will have to be published for public comment before a final decision to sell can be approved even though they are the only entity who can use the property.

5. RECOMMENDATION

For consideration

6. DISCUSSION / CONTENT

6.1 Background

6.1.1 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

Erven 9190 and 9209 are located in Techno road, as shown on Fig 1 and 2 below.

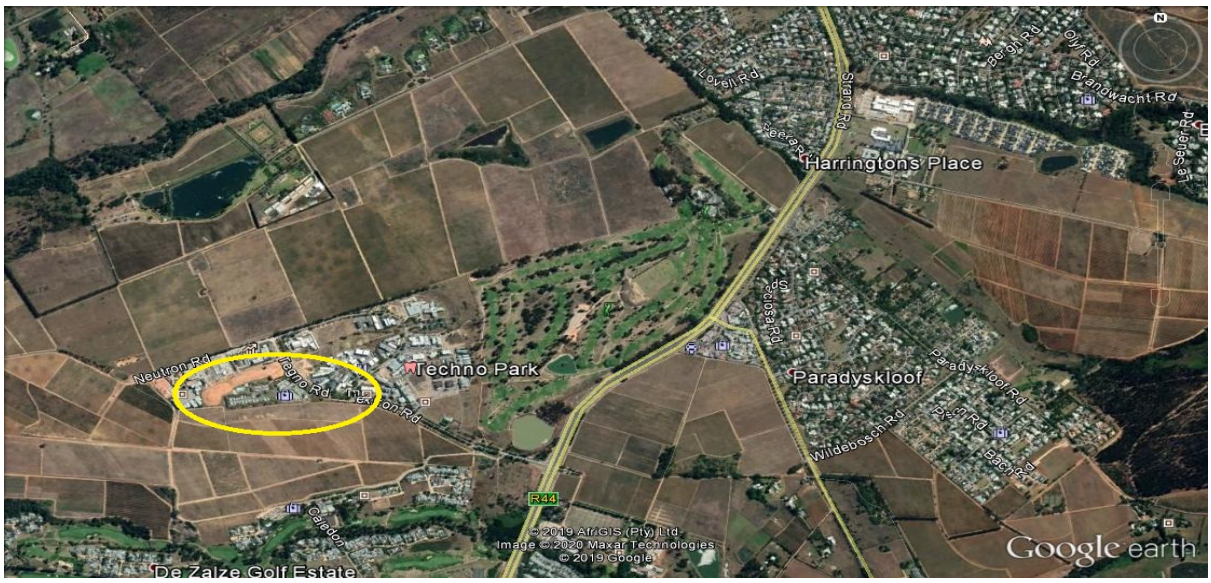


Fig 1: Location and context



Fig 2: Extent of land encroached on

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:




N
9209
km
0 0.0055 0.011 0.017 0.022 0.027


Die Vlei
Dam
9209
km

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**. Erf 9209 is owned by the applicant.

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, excluding VAT.

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. A copy of the amendment is attached hereto as **APPENDIX 6**.

The Planning Department was requested to provide a report on the background of the approval of the building plans as well as the issuing of an occupation certificate despite the fact that the applicant has such an extensive encroachment on municipal land. The report has now been submitted and is attached hereto as **APPENDIX 7**.

The matter served before the Executive Mayoral Committee in July 2024 and was supposed to serve before Council however it was removed from the agenda by the Speaker in order for the administration to have further negotiations with the applicant. These negotiations have now taken place and the applicant has provided three alternative proposals for consideration by Council.

6.2.5 Three alternative proposals submitted by Protea Hotel

The proposals submitted by the applicant for consideration by Council is attached hereto as **APPENDIX 8.** An aerial photograph depicting the three alternative proposals is supplied in the proposal and looks as follows:



The three different proposals are indicated in orange, green and blue on the photograph.

Option 1: Indicated on the photograph in Orange: This option is the same proposal as the one which served before the Executive Mayoral Committee to only take transfer of the portion of land where the restaurant is encroaching which is approximately 488 square meters. In terms of the valuation the amount payable for this portion will be R 2 215 032.00 excluding VAT.

Option 2: Indicated in Blue: In this proposal the areas in orange and blue will be sold to the applicant. The area in blue is the area where, inter alia, the play area is currently located. This will add a further 1879 square meters and the total square meters being 2367 square meters. The amount payable for this entire area being R10 743 813.00 excluding VAT.

Option 3: Indicated in Green: This is for a further purchase of the area in Green together with the portions in orange and blue. This will be for a total of 2659 square meters at a cost of R12 069 021.00 excluding VAT.

6.2.6 Application entails further processes

If council approves the request to buy a portion of the land further planning applications will have to be submitted. 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. The portion that is sold will have to be consolidated with erf 9209. The municipality does not support the proposal of a notarial tie of the properties – once subdivided it needs to be consolidated with erf 9209.

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. The total payable by the applicant will be determined by the option Council decides on.

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.

RECOMMENDATIONS FROM THE EXECUTIVE MAYOR, IN CONSULTATION WITH THE EXECUTIVE MAYORAL COMMITTEE, TO COUNCIL: 2024-07-24: ITEM 7.3.11

That the item be referred to Council for consideration.

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 option 3.

6.8.2 Director Planning and Economic Development

The D:PED supports the sale of the property in order to resolve the matter.

- However, the concerns raised by the MPT Item and Land Use Section have not been addressed in the current proposal. The Land Use Section 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. 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.



- With reference to the approved building plan: According to the building plan records, this building was approved within the boundary lines of the property, but not built accordingly.

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.

We do not have any further comment – as the various options would not negatively impact RTS.

The comments below i.e. point 3 and 4 are still applicable - for clarity we have added the highlighted section under point 4.

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 (including the drainage channel), 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
Appendix 7: Report by Planning Department

Appendix 8: Three alternative proposals from applicant

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	***2024-08-01***

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

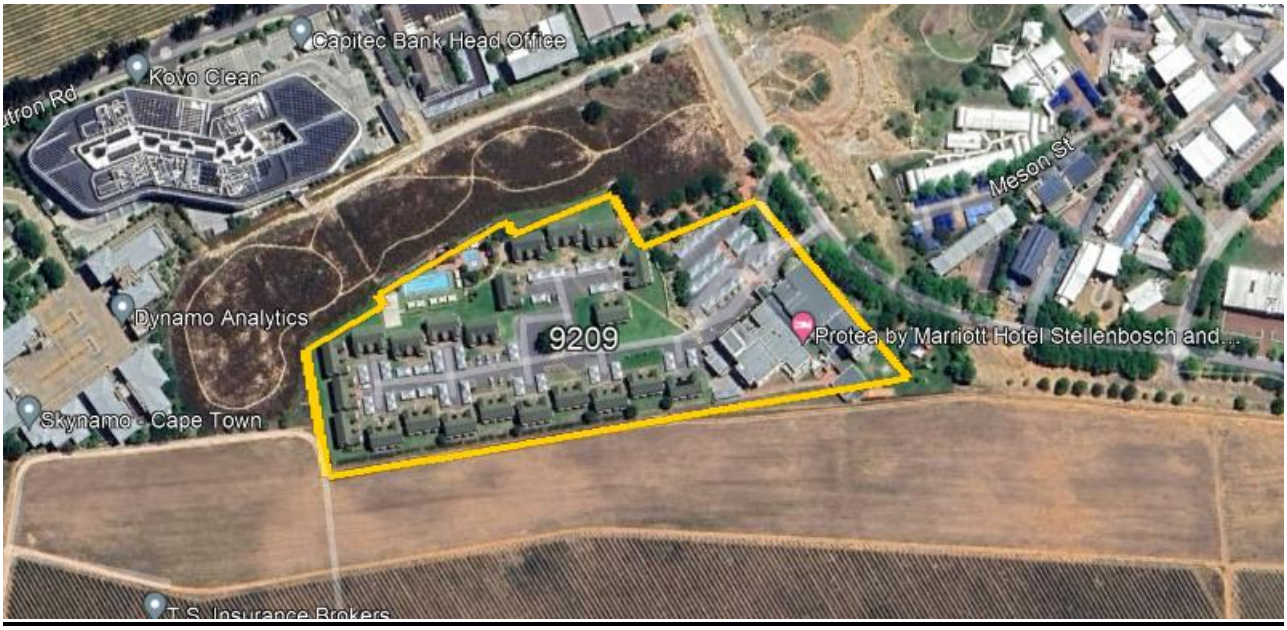
HCB would like to assist with you valuation request.
Kindly complete below to the best of your ability in order for us to provide you with a quotation and subsequent valuation report.

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).

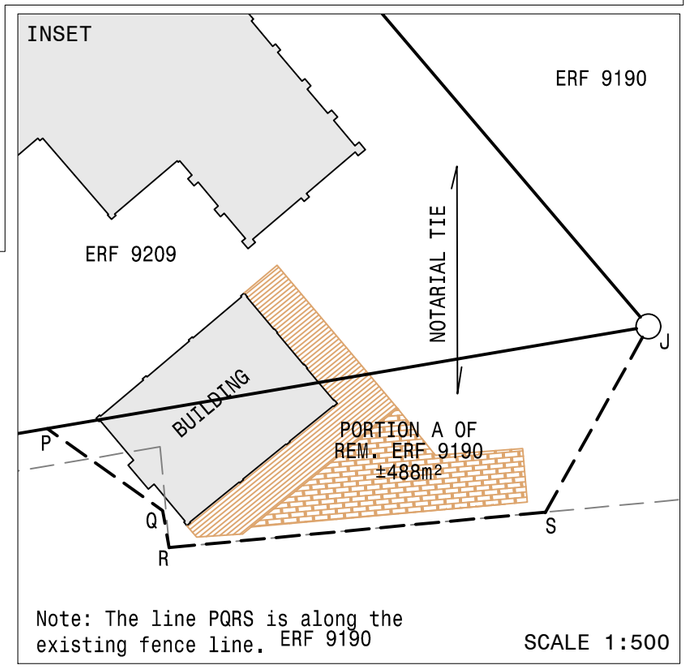
Following an approval of this application for a land transaction by Council, the rezoning, subdivision and consolidation of the land would have to be addressed in an application in terms of the Stellenbosch Municipality: Municipal Land Use Planning Bylaw, 2023.

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

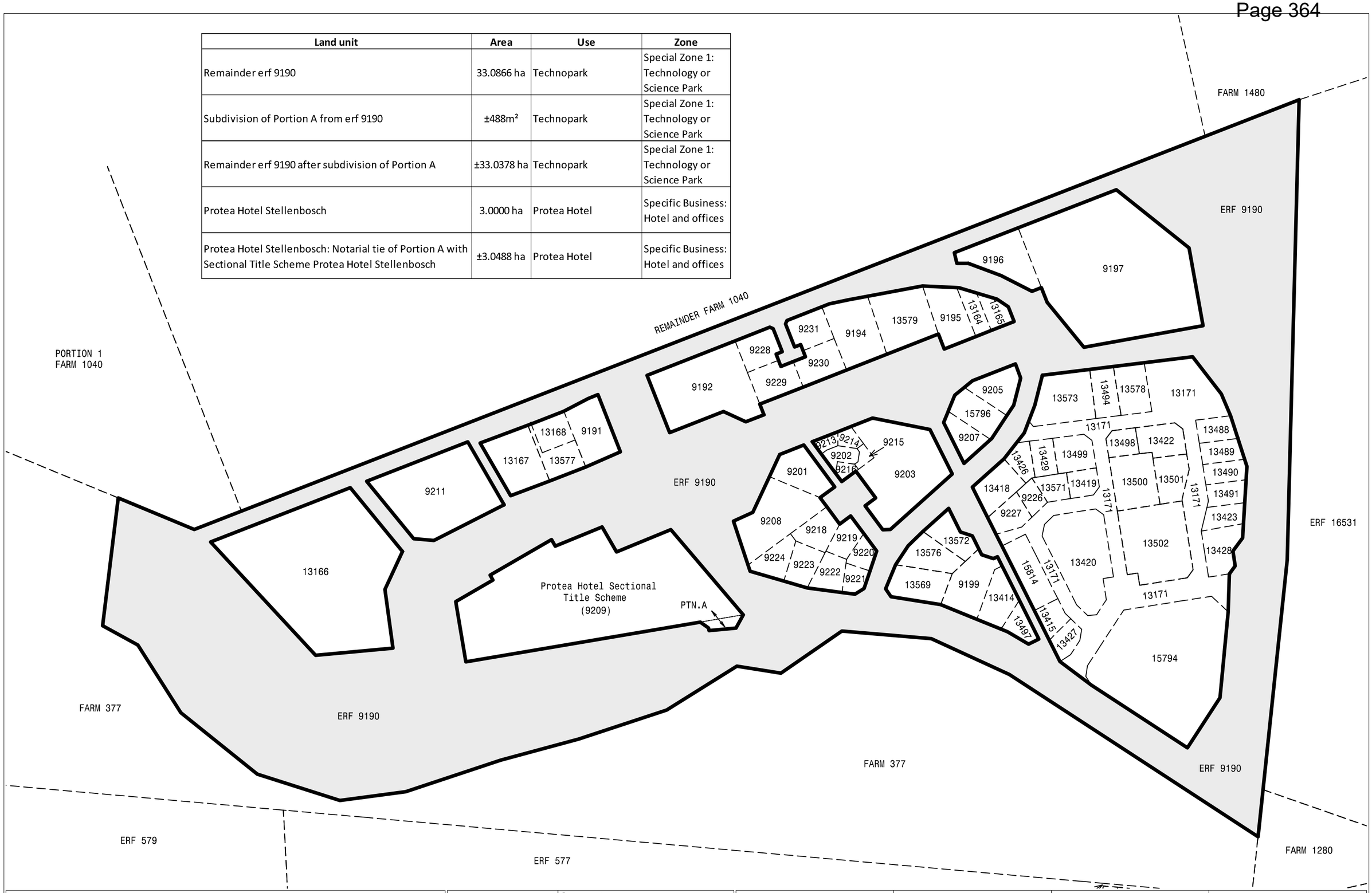
Proposed Subdivison and Notarial Tie
Remainder Erf 9190 and Erf 9209
Stellenbosch

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
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enquiries@fbvsurvey.co.za • www.fbvsurvey.co.za

APPENDIX 7

STELLENBOSCH
STELLENBOSCH • PNIEL • FRANSCHHOEK

MUNICIPALITY • UMASIPALA • MUNISIPALITEIT

Planning and Economic Development

FROM/VAN : **Building Inspectorate Section**

TO/AAN : **Manager: Building Development Management**

DATE / DATUM : **25 July 2024**

INSAKE / RE : **Inspection report – Erf 9209 Protea Hotel, Technopark**

PURPOSE

To provide a chronological account of the BDM Record with regard to the development of The Protea Hotel, Erf 9209, Technopark, Stellenbosch.

BUILDING DEVELOPMENT MANAGEMENT RECORD

Record of building plans submitted and approved in terms of Section 7 of the NBR Act

2002 – **BP02/455** Proposed New Hotel **No Record of Approval**

- **BP02/842** Proposed Gas installation Approved on 12 December 2002

2003 - **BP03/15** Proposed Hotel **Approved** on 3 February 2003

- **BP03/249** Proposed Gas installation Approved on 19 May 2003

2004 – **NO BP Number** proposed new extension to black bull restaurant and new Refuse & Laundry Building – **To Note: No record of Approved Building Plan**

2005 - **BP05/623** Proposed Gas installation Approved on 29 June 2005

2006 – **BP06/531** Proposed Conference room Approved on 7 July 2006

- **BP06/495** Proposed Gas room / installation Approved on 12 June 2006

2009 – **BP09/785** Proposed Antennas & equipment room Approved 25 February 2009

2010 – **BP10/2274** Proposed New function room Approved 15 June 2010

2012 – **BP12/5414** Proposed New Laundry room Approved 12 December 2012

2013 – **BP13/402** Proposed Alteration to new restaurant Approved 21 May 2013

2016 – **BP16/817** "As- Built" Approved 10 Augustus 2016 for the existing swimming pool area

2023 - **BP3375/2023** Proposed Alteration & Addition to Protea Hotel Approved 19 May 2023

(To Note: BP Number referred to Gym and break away room building plans)

2024 – **BP4438/2023** Proposed Gas installation Approved on 09 February 2024

Record of Certificate of Occupancy issued in terms of Section 14 of the NBR Act

BDM record confirms that two (2) Certificate of Occupancy was issued

2011 - **BP/10/2274**

Certificate of Occupancy issued for new conference Centre extension on 25 February 2011 for ***(To Note: BP Application referred to new function room building plan)***

2017 - **BP17/4423**

Certificate of Occupancy issued for HOTEL on 25 February 2011

(To Note: BP Number referred to the request / application for certificate of occupancy)

BDM further confirms that the **2017** request for Certificate of Occupancy does not specify a specific building plan. The application BP2027/4423 was for request for Certificate of Occupancy. BDM records further confirm that a Certificate of Occupancy was issued specifying HOTEL dated 17 November 2017 and approved by the late Manager: BDM.

No further record with regards to the Certificate of Occupancies.

ERF FILE RECORD

The erf File records confirm communication since 2015 with regards to Lease Agreement of Municipal property.

No record and/or account of encroachment and or inspection report with regards to the deviation of the approved building plan more 15-20 years ago.

Building Plan Record confirms that all building plans that was submitted from 2010 specified the encroachment of the restaurant over the erf Boundary.

The record further confirmed that all building plan applications was circulated to all departments, including Land Use Management – and approved as specified.

BDM does not have record of a Lease Agreement, the erf File Record contain communication in reference thereto.

To Note:

Building Plan BP10/2274 was for the proposed conference room, submitted and approved in 2010. This building specifies encroachment of "As Built" the restaurant building over the erf boundary.

STATUS

Site inspection conducted on 24/07/2024 at Erf 9209 – Protea Hotel, Technopark.

Protea Hotel (Technopark) - Locality Plan



TO NOTE:

BDM Record confirms no building plan was submitted and/approved for the following:

1. Container - Use as Storage
2. Wendy Houses - Use as Staff Rooms
3. Play Park

Restaurant and Play Park Locality

1. Building and play park is encroaching over onto municipal property.





Container and Wendy House Structures –

1. Container and 2 x Wendy House structures - During the above-mentioned inspection, it was noted that unauthorized structures were placed on Municipal Property.

2. Inspection further confirmed that the unauthorized structures are used by Protea Hotel for storage and staff rooms respectively.

3. Constructed outside the Boundary line on municipal property.



Location of container on municipal property (Storage)

Location of Wendy House (staff room)







Compiled By:

.....

A Langeveldt
Senior Building Inspector

APPENDIX 8

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

26 July 2024

The Municipal Manager
PO Box 17
STELLENBOSCH
7600
Per email: Yolande.vandenBerg@stellenbosch.gov.za

Dear Madam

SUPPLEMENT TO THE 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, the amended application submitted by hand on 16 April 2024, our subsequent discussion of the matter, and the meeting between Mr Deleur Stander (General Manager of the Protea Hotel) and the Executive Mayor in July 2024 refer.

This submission is made to provide alternatives for consideration of the application. A plan showing three alternatives is submitted herewith in Annexure A.



1) Alternative 1 (shown in orange on the plan): The current proposal as submitted on 16 April 2024 for the subdivision only of that portion of the land on which the conference centre was constructed is shown in orange on the attached plan. It covers and area of only 488m² and addresses only the encroachment of the building construction.

2) Alternative 2: It includes the area shown in Alternative 1 and adds roughly 1 879m² (shown in blue on the plan) covering the fenced area around the children's playground, the outdoor entertainment area and the air conditioning units constructed for the conference facility along the eastern boundary of the property with Techno Avenue.
3) Alternative 3: It includes the area shown in Alternatives 1 and 2 and adds roughly 292m² to the western boundary of the site (shown in green on the plan). It is aligned with the existing fence and allows for access around the entire complex for security personnel, maintenance staff and in case of emergencies.

As discussed 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) and for ease of reference attached hereto under Annexure B. The building plan was approved on 15 June 2010 and the development completed.

We trust that this submission will facilitate a rapid positive conclusion of the matter.

Yours faithfully

DUPRé LOMBAARD

Annexure A – Plan showing alternatives

Protea Hotel (Erf 9209) boundary adjustment alternatives



Legend

- Farm Portions
- Erf

Map Center: Lon: 18°49'59.5"E
Lat: 33°57'58.1"S

Scale: 1:1,500

Date created: 2024/07/26

Western Cape Government
FOR YOU

Annexure B – Building plan approvals

Annexure C – Approved building plan



TOWN PLANNING INFORMATION:

SITE	: 29 960.85m²
COVERAGE	
Required for building	: 30%
Planned	: 25.37%
Required for Site	: 70%
Planned	: 50.94%
ADDITIONS	
New Covered Ground Floor Area/s	: 279.56 m²
New Covered First Floor Area/s	: 54.24 m²
New First Floor Additions	: 238.46 m²
New Open Staircase	: 22.76 m²
HEIGHT	
Required	: 11 m
Planned	: 11 m
PARKING	
Required for Hotel 180rooms @ 0,7/room	: 126 bays
Planned	: 214 bays
Building Lines	
As per previously approved plan (addition on top of existing deck)	

SITE PLAN
Scale 1:500

hersien revision	beskrywing description	datum date

Z:\drawings\2010\1003_PROTEA_HOTEL_KONFERENSIE_AANBOU

TAKE NOTE:

DIMENSIONS SCALED OFF THE DRAWINGS ARE NOT VALID. ALL DRAWINGS AND DIMENSIONS MUST BE CHECKED ON SITE BEFORE ANY MATERIALS ARE ORDERED OR BUILDING WORK COMMENCES.
ANY DISCREPANCIES BETWEEN DRAWINGS AND QUERIES MUST BE DIRECTED TO THE ARCHITECT FOR APPROVAL.
COPYRIGHT OF THESE DRAWINGS IS PROTECTED AND RESERVED IN TERMS OF THE ARCHITECTS ACT 35 OF 1970 AND THE COPYRIGHT ACT 98 OF 1978 AND ANY UNAUTHORIZED INFRINGEMENT THEREOF OR REPRODUCTION WILL BE UNLAWFUL.

THE AUTHOR'S RIGHTS ARE RESERVED.

LET WEL:

GEEN MATES MOET VAN TEKENINGE AFGESKAAL WORD NIE. ALLE TEKENINGE EN AFMETINGS MOET OP TERREIN NAGEGAAN WORD ALVORENS ENIGE MATERIAAL BESTEL WORD OF BOUWERK IN AANVANG NEEM.
ENIGE TEENSTRYDIGHEID TUSSEN TEKENINGE EN ENIGE WAARAE MOET VERWYS WORD NA DIE ARGITEK VIR GOEDKEURING.
KOPIEREG VAN HIERDIE TEKENINGE WORD BESKERM EN VOORBEHOU IN TERME VAN DIE ARGITEKSWET 35 VAN 1970 EN DIE KOPIEREGWET 98 VAN 1978 EN ENIGE ONGEMAGTIGDE OORTREDINGS OF REPRODUKSIE SAL ONWETTIG WEES

DIE OUTEUR SE REGTE WORD BEHOU.

Smuts & de Kock
Argitekte Architects
STELLENBOSCH
Vredelust
Dorpstraat 63 , 7600
E.pos
tel. 021 8877678
faks. 021 8877 279
stellenbosch@smutsdekock.co.za

STELLENBOSCH MUNICIPALITY
SUBMITTED
BUILDING CONTROL

STELLENBOSCH MUNICIPALITY
PLAN NUMBER
BP/10/2274 /10

projekbeskrywing / project description	
NEW FUNCTION ROOMS ADDITIONS TO PROTEA HOTEL TECHNO PARK, STELLENBOSCH, ERF 9209	
tekeningbeskrywing / drawing description	
SITE PLAN NOTE: THIS SITE PLAN IS AS PER THE APPROVED SITE DEVELOPMENT PLAN AND INCLUDE ALL CHANGES APPROVED IN THE PAST.	
get. dwn: HO/HD	ns ch / skaal: 1:500 / scale
datum: 28-04-2010	date / tekening no. / drawing no.: M 001
werk nr: 1003 NS	proj.no.

STELLENBOSCH MUNICIPALITY
BUILDING DEVELOPMENT MANAGEMENT
APPROVED
IN TERMS OF SECTION [illegible] OF THE NATIONAL BUILDING REGULATIONS AND BUILDING STANDARDS ACT, NO 103 OF 1977
15/6/2010
DIRECTOR: PLANNING & DEVELOPMENT / DATE

Annexure G – Occupation certificate

STELLENBOSCH

STELLENBOSCH • PNIEL • FRANSCHHOEK

MUNICIPALITY • UMASIPALA • MUNISIPALITEIT

OCCUPATION CERTIFICATE

2011 / 02 / 25

EIENAAR / OWNER : **BODY CORP PROTEA HOTEL STELLENPARK**

GEMAGTIGDE AGENT : **F C S CONSTRUCTION**

AUTHORISED AGENT : **CELL: 082 3429 591**

ERF / ERWEN : **9209**

VOORSTAD / SUBURB : TECHNOPARK

TYPE OF UNIT : NEW CONFERENCE CENTRE EXTENSION

BUILDING PLAN NUMBER : **BP / 10 / 2274**

Goedkeuring van Bou-inspekteur :

Approval from Building Inspector: REGINALD KING **Inspeksie Datum / Inspection Date** : 2011/02/21

Issued in terms of section 14(1)(a) of Act 103 of 1977
Uitgereik in terme van 14(1)(a) van Wet 103 van 1977

I hereby certify that a building(s) / dwelling / garage in respect of which application is made in the Stellenbosch district (Stellenbosch) has been erected in accordance with the provisions of the National Building Regulations and Building Standards Act, 103 of 1977, as amended.

Hiermee sertifiseer ek dat 'n gebou(e) / woning / motorhuis ens, afhangend van watter aansoek gemaak is in die Stellenbosch distrik (Stellenbosch) opgerig is in ooreenstemming met die bepalings van die Nasionale Bouregulasies en Boustandaarde Wet, Nr 103 van 1977, soos gewysig.

This certificate does not exempt the applicant from any other legal requirements which must be complied with, or the approval of any other Authority which must be obtained.

Hierdie sertifikaat stel die aansoeker nie kwyt van enige ander wettige vereistes wat aan vodoen moet word, of goedkeuring van ander Owerhede wat verkry moet word nie.

Voorwaardes / Conditions :

Geteken / Signed:

HOOF: BOUBEHEER / HEAD: BUILDING CONTROL

nm : UITVOERENDE DIREKTEUR : EKONOMIESE FASILITEERINGSDIENSTE

EXECUTIVE DIRECTOR : ECONOMIC FACILITATION SERVICES

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

NONE

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 – AUGUST 2024**

Collaborator No: **771499**
IDP KPA Ref No: **Good Governance and Compliance**
Meeting Date: **14 August 2024**

1. SUBJECT: STATUS REPORT ON THE ALTERNATIVE ENERGY GENERATION PROGRAMME – AUGUST 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 The draft application for load curtailment 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. At the meeting held on 31 July 2024, further proposals were provided by Eskom for the Municipality to amend the current application so they Eskom's Loadshedding Committee can take it into consideration. The revised application is planned for submission to Eskom by 8 August 2024

4.2 A tender for the possible purchase of 20MW of electricity from an Independent Power Producer (IPP), that was advertised closed on 28 March 2024 and is currently at evaluation and adjudication phase.

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 All 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 The tender for the Stellenbosch Fire Station battery storage system as awarded 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.

4.6 **Provincial Initiative**

4.6.1 Provincial Initiative to Establish a 50MW Solar Plant

- Feasibility Study has been completed and is currently presented to various internal structures including Council. The item with regard to the50 MW MIPPP is due to serve at Council in August 2024.
- 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 will address all the concerns raised by Provincial Government regarding the 20 MW IPP municipal project.

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

Following Stellenbosch' input after reviewing the Pool Buying report it was recently indicated by Province that this project has been put on hold until further notice.

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

The draft application for load curtailment 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. At the meeting held on 31 July 2024, further proposals were provided by Eskom for the Municipality to amend the current application so they Eskom's Loadshedding Committee can take it into consideration. The revised application is planned for submission to Eskom by 8 August 2024.

6.2.2 Proposed Load Curtailment Strategy

Taking the above into consideration the following load shedding mitigation strategy is being facilitated.

6.3 Municipal Initiatives

6.3.1 Appointment of Alternative Energy Independent Power Producers (IPP's)

A tender for the possible purchase of 20MW of electricity from an Independent Power Producer (IPP), that was advertised closed on 28 March 2024 and is currently at evaluation and adjudication phase.

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 ensuring 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.

6.3.2 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.

6.3.3 Municipal Critical Buildings and Plants

All 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).

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;

- Fire Station The tender for the Stellenbosch Fire Station battery storage system as awarded and construction work will be completed by 30 June 2025.
- 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. 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.

6.4 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.

6.5 Legal Implications

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

6.6. Staff Implications

A minimum of 4 staff members will be required to operate the Remote Switching control room which is required to enable self loadshedding.

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 presented same to Management for consideration and approval.

6.7. 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.

6.8. 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.
- Various engagements were held between the Municipal specialist service provider (Lyners), Municipal officials, Provincial Government Transactional Advisory consortium (Cresco) and the Provincial Government's Project Manager (Pegasys).to mitigate the possible conflict between the two projects.
- 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 at the Stellenbosch Main substation.

The feasibility study revealed that the maximum capacity that the Stellenbosch Electrical network can accommodate is up to 50 MW.

6.9. <u>Comments from Senior Management</u>:

Not circulated for comment.

6.9.1 <u>Municipal Manager</u>

Requested item on agenda.

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)**

NONE

7.9	**COMMUNITY SERVICES:(PC: CLLR X KALIPA)**

7.9.1	**STELLENBOSCH LOCAL DRUG ACTION COMMITTEE APPOINTMENT**

Collaborator No: **771554**
IDP KPA Ref No: **Good Governance and Compliance**
Meeting Date: **14 August 2024**

1. SUBJECT: STELLENBOSCH LOCAL DRUG ACTION COMMITTEE APPOINTMENT

2. PURPOSE

To request the formal appointment of the Stellenbosch Local Drug Action Committee (LDAC).

3. DELEGATED AUTHORITY

For appointment by the Executive Mayor

4. EXECUTIVE SUMMARY

The Stellenbosch LDAC has been launched in 2022 and included the democratic and fair election of a committee. Ms L Isaacs has been removed from the committee as she resigned from her position at the ACVV Franschhoek and can thus not represent the organisation. The below committee are presented to the Executive Mayor for appointment.

5. RECOMMENDATION

that the mandated and elected members of the Stellenbosch Local Drug Action Committee as reflected in this item formally be appointed by the Executive Mayor.

6. DISCUSSION / CONTENTS

6.1 Background

The Prevention and Treatment for Substance Abuse Act 70 of 2008 determines in section 60(3) that

The members of a Local Drug Action Committee must be appointed by the Mayor of the Municipality and must consist of—

(a) officials from government departments represented at local level;

(b) a member of the South African Police Service nominated by the local police station Commissioner;

(c) a correctional official nominated by the area Commissioner of Correctional Services;

(d) a representative from an educational institution in the area nominated by the

Mayor of the relevant local municipality;

(e) a representative from prevention, treatment and aftercare services within the municipality nominated by the Mayor of the relevant municipality;

(f) a representative from the local health authority nominated by the Mayor of The relevant local municipality;

(g) a representative of the local business sector nominated by the Mayor of the relevant local municipality;

(h) a legal professional from the local community nominated by the Regional head of the Department of Justice and Constitutional Development; and

(i) representative from the local traditional authority.

6.2 Discussion

Invitations to attend the launch of the Stellenbosch Local Drug Action Committee was sent to representatives of municipal, provincial and national governments, local NGO's and faith based organisations serving in the Stellenbosch municipal area. The launch was attended by 42 persons and the proceedings was overseen by Mrs Chantelle Pepper, Chair of the Western Cape Substance Abuse Forum.

The following persons was formally and in writing mandated **(ANN A)** by their respective organisations to represent the organisation on the Stellenbosch LDAC:

Legislative Requirement	**Name and Surname**	**Organisation**	**Service Type**
Act 70 of 2008 60(3)(a)	Petdro George	DSD	Social Work Supervisor
	Cameron Isaacs	WC Liquor Authority	Liquor License enforcement
Act 70 of 2008 60(3)(b)	Sgt Jason Rhoda	SAPS Stellenbosch	Social Crime Prevention
	Sgt F Swartz	SAPS Cloetesville	Law Enforcement
Act 70 of 2008 60(3)(c)	Attempts are in the process to request Mr A Jephta from Franschhoek to avail himself.		
Act 70 of 2008 60(3)(d)	Mandy Baartman	WCED	Educational Social Worker
Act 70 of 2008 60(3)(e)	Muriel Koopstad	ABBA Stellenbosch	Substance Abuse counselling and Prevention
	Alison Crosbie	The Mudita Foundation	Substance Abuse Prevention
	Johann von Wielligh	Hesketh King Treatment Centre	In patient Treatment Care
	Russel Kinnear	De Novo Treatment Centre	In patient Treatment Care
	Dr George Herman	Agnieszkas Haven Rehabilitation and Community Centre	In patient Treatment Care
Act 70 of 2008 60(3)(f)	Liesl Sassman	DoH	Hospital Social Worker

Act 70 of 2008 60(3)(g)	Attempts are in the process to nominate a legal liquor licence holder to join the LDAC.		
Act 70 of 2008 60(3)(h)	Codie Cupido	DoJ/NPA	Court Preparation Prosecutor
Act 70 of 2008 60(3)(i)	There are no traditional authorities registered in the WC.		
Local Government	Zingani Tsefu	Stellenbosch Mun	Law Enforcement
	Officer Magwaza	Stellenbosch Mun	Law Enforcement – Neighbourhood Watches
	Deputy Chief Botha	Stellenbosch Mun	Traffic Services
	Priscilla Napoleon	Stellenbosch Mun	Community Development
Faith Based Organisations	P Fray	True Vine Ministries	Faith Based
	Andre Pretorius	Kingdom Gang Movement	Faith Based
	Jolene Wade	Shofar Christian Church Franschhoek	Faith Based
NGO's	Ronell Fritz	StellCare	Child and Family Services
	ACVV Stellenbosch HQ	Simone Hendricks-Wareley	Child and Family Services
	Elza Basson	ACVV Stellenbosch	Child and Family services
	Shereleen Layman	Care for Kids	Child Care
	Nathalie Skippers	Bergzicht Training	Skills Development
	Mervin Bailey	Cloetesville Senior Citizens	Community Organisation
	Nanine Steenkamp	Real Deal	Community Organisation
	Dino Boonzaaier	Making a Difference Development Centre	Community Organisation

6.3 Financial Implications

Financial implications as per approved budget for Stellenbosch Municipal initiatives.

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 Resolutions:

RECOMMENDATIONS FROM THE EXECUTIVE MAYOR, IN CONSULTATION WITH THE EXECUTIVE MAYORAL COMMITTEE, TO OCTOBER COUNCIL: 2023-09-13: ITEM 7.9.2

that the department finalize the names of the mandated members of the Stellenbosch Local Drug Action Committee before it serves at Council. **(ANN B)**

EXECUTIVE MAYORAL COMMITTEE: 2024-03-20: ITEM 7.9.2 RESOLVED

that this item be referred to Administration for further discussions. **(ANN C)**

6.7 Risk Implications

Risks, if any are addressed through the content of the report.

6.8 Comments from Senior Management:

6.8.1 *Director Community and Protection Services:*

Content noted.

6.8.2 *Municipal Manager:*

Content noted.

ANNEXURES

Annexure A: Representative mandate letters
Annexure B: Minutes MayCo Meeting 13-09-2023
Annexure C: Minutes MayCo Meeting 20-03-2024

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	26-03-2024

ANNEXURE A

We would appreciate it if you would respond to this call for nomination by providing the following information:

Organisation / institution / Department	SOCIAL DEVELOPMENT
Name of nominee / representative	Mr PETDRO GEORGE
Contact number	021-831-5460
E-mail address	George.Pedro@westerncape.gov.za
Name of alternate nominee / representative	NONE
Contact number	-
E-mail address	-

The election of office bearers for the LDAC will take place at a second engagement to be finalised after the launch of the LDAC.

Kind regards,

Mayor Gesie

We would appreciate it if you would respond to this call for nomination by providing the following information:

Organisation / institution / Department	Western Cape Liquor Authority
Name of nominee / representative	Cameron Isaacs
Contact number	082 6110498
E-mail address	Cameron.isaacs@wcla.gov.za
Name of alternate nominee / representative	
Contact number	
E-mail address	

The election of office bearers for the LDAC will take place at a second engagement to be finalised after the launch of the LDAC.

Kind regards,

Mayor Gesie

We would appreciate it if you would respond to this call for nomination by providing the following information:

Organisation / Institution / Department	SAPS
Name of nominee / representative	Sgt. Jason Thoda
Contact number	079 894 1522
E-mail address	stellenboschcomm@saps.gov.za
Name of alternate nominee / representative	N/A
Contact number	N/A
E-mail address	N/A.

The election of office bearers for the LDAC will take place at a second engagement to be finalised after the launch of the LDAC.

Kind regards,

Mayor Gesie

Fiona Kruywagen

From: Cloetesville Support Services <cloetesville.support@saps.gov.za>
Sent: Thursday, 18 August 2022 14:02
To: Fiona Kruywagen
Subject: [EX] FW: Stellenbosch LDAC Launch Invitation
Attachments: Stellb LDAC Representative Nominations.pdf

Name of Department : South African Police Service

Name of Representative : Sgt F Swarts

Contact number : 082 443 6892

E-mail address : Cloetesville.support@saps.gov.za

Name of alt Respresentative : WO Sedeman

Contact number : 082 411 2915

E-mail address : Cloetesville.support@saps.gov.za

Kind Regards

Capt A Labuschagne
Section Commander : Support Services
Cloetesville
021 888 5963
0769000959

From: Cloetesville Support Services
Sent: Wednesday, 17 August 2022 12:32
To: Fiona.Kruywagen@stellenbosch.gov.za
Subject: FW: Stellenbosch LDAC Launch Invitation

2022-08-17

Good morning

Sgt F Swarts will attend the event on behalf of Cloetesville SAPS

Kind Regards

Capt A Labuschagne
Section Commander : Support Services
Cloetesville
021 888 5963
0769000959

We would appreciate it if you would respond to this call for nomination by providing the following information:

Organisation / Institution / Department	WCED
Name of nominee / representative	MANDY BAARTMAN
Contact number	0233484666
E-mail address	Mandy.Baartman@westerncape.gov.za
Name of alternate nominee / representative	023 348 4669
Contact number	Ntobeko Copiso
E-mail address	Ntobeko.Copiso@westerncape.gov.za

The election of office bearers for the LDAC will take place at a second engagement to be finalised after the launch of the LDAC.

Kind regards,

Mayor Gesie

We would appreciate it if you would respond to this call for nomination by providing the following information:

Organisation / institution / Department	ABBA Stellenbosch
Name of nominee / representative	Muriel Koopstad, Lisette Muller
Contact number	021 883 8030
E-mail address	abba@adept.co.za
Name of alternate nominee / representative	
Contact number	084 784 4066
E-mail address	murielkoopstad@telkomsa.net

The election of office bearers for the LDAC will take place at a second engagement to be finalised after the launch of the LDAC.

Kind regards,

Mayor Gesie

We would appreciate it if you would respond to this call for nomination by providing the following information:

Organisation / institution / Department	The Mudita Foundation
Name of nominee / representative	Alison Crosbie
Contact number	084 857 0450 / 060 509 2098
E-mail address	alison@themuditafoundation.org.za
Name of alternate nominee / representative	Faith Abrahams
Contact number	082 527 6862
E-mail address	faith.socialworker@themuditafoundation.org.za

The election of office bearers for the LDAC will take place at a second engagement to be finalised after the launch of the LDAC.

Kind regards,

Mayor Gesie

We would appreciate it if you would respond to this call for nomination by providing the following information:

Organisation / institution / Department	THE SALVATION ARMY, HESKETH KING TREATMENT CENTRE
Name of nominee / representative	Major Heather Rossouw Mr. Johann van Wielligh
Contact number	(021) 884-4600 / 0765605261
E-mail address	heather.rossouw@saf.salvationarmy.org johannvw@hesketh.org.za
Name of alternate nominee / representative	
Contact number	
E-mail address	

The election of office bearers for the LDAC will take place at a second engagement to be finalised after the launch of the LDAC.

Kind regards,

Mayor Gesie

We would appreciate it if you would respond to this call for nomination by providing the following information:

Organisation / institution / Department	The Salvation Army Hesketh King Treatment Centre
Name of nominee / representative	Angeline Plaatjies
Contact number	(021) 884-4600
E-mail address	angeline.plaatjies@saf.salvationarmy.org
Name of alternate nominee / representative	Heather Rossouw | Frankie Burgoyne (2024
Contact number	0765605261
E-mail address	hesketh.king@saf.salvationarmy.org

The election of office bearers for the LDAC will take place at a second engagement to be finalised after the launch of the LDAC.

Kind regards,

Mayor Gesie

We would appreciate it if you would respond to this call for nomination by providing the following information:

Organisation / institution / Department	Klaaifontein - De Novo
Name of nominee / representative	Russel Kinnear
Contact number	084 634 6571
E-mail address	Russel.Kinnear@westerncape.gov.za
Name of alternate nominee / representative	
Contact number	
E-mail address	

The election of office bearers for the LDAC will take place at a second engagement to be finalised after the launch of the LDAC.

Kind regards,

Mayor Gesie

We would appreciate it if you would respond to this call for nomination by providing th following information:

Organisation / institution / Department	Agnieszkas Haven Rehabilitation & Community Centre
Name of nominee / representative	Dr. (Pastor) George Herman
Contact number	0748732208
E-mail address	pastorgeohermon@gmail.com
Name of alternate nominee / representative	Prof (Dr) Charlene Cupido
Contact number	0737286829
E-mail address	charlene.cupido@yahoo.com

The election of office bearers for the LDAC will take place at a second engagement to b finalised after the launch of the LDAC.

Kind regards,

Mayor Gesie

Powered by CamScanner

We would appreciate it if you would respond to this call for nomination by providing the following information:

Organisation / institution / Department	Department of Health Stellenbosch sub-district
Name of nominee / representative	Liesl Sassman
Contact number	021 8086175
E-mail address	liesl.sassman@westerncape.gov.za
Name of alternate nominee / representative	Liesl Soetland
Contact number	021 8086176
E-mail address	liesl.soetland@westerncape.gov.za

The election of office bearers for the LDAC will take place at a second engagement to be finalised after the launch of the LDAC.

Kind regards,

Mayor Gesie

We would appreciate it if you would respond to this call for nomination by providing the following information:

Organisation / institution / Department	DOJ /NPA .
Name of nominee / representative	Codié Cupido
Contact number	021 887 0114
E-mail address	CJCupido@justice.gov.za.
Name of alternate nominee / representative	
Contact number	
E-mail address	

The election of office bearers for the LDAC will take place at a second engagement to be finalised after the launch of the LDAC.

Kind regards,

Mayor Gesie

Michelle Aalbers

From: Joan Felix
Sent: Friday, 14 July 2023 12:34
To: Michelle Aalbers
Cc: Gavin Solomons; Gawie Botha; Zingani Tshefu; Sakhumzi Magwaza
Subject: RE: Local Drug Action Committee

Good day

As per verbal communication today and Monday, I herewith confirm that Deputy Chief Zingani Tshefu and LE Officer Magwaza are still Law Enforcement representatives for LDAC.

Further to this, I nominate Deputy Chief Botha to be the representative for Traffic Services.

Kind regards,
Joan Felix
Manager :Traffic and Law Enforcement Services

T: +27 21 808 8441 | C: +27 73 182 1392
1 Joubert Street, Stellenbosch, 7600
www.stellenbosch.gov.za

Disclaimer and confidentiality note: The legal status of this communication is governed by the terms and conditions published at the following link: http://www.stellenbosch.gov.za/main_pages/disclaimerpage.htm

From: Michelle Aalbers <Michelle.Aalbers@stellenbosch.gov.za>
Sent: Monday, July 10, 2023 8:56 AM
To: Joan Felix <Joan.Felix@stellenbosch.gov.za>
Cc: Zingani Tshefu <Zingani.Tshefu@stellenbosch.gov.za>; Sakhumzi Magwaza <Sakhumzi.Magwaza@stellenbosch.gov.za>
Subject: FW: Local Drug Action Committee
Importance: High

Good morning, Mrs Felix

Below communication has reference. Please confirm the below mentioned members as delegated to attend the LDAC by completing the attached document or provide the names of other officials you wish to serve on this structure. Your feedback is diarised for end of business tomorrow, 11 July 2023.

Regards

Michelle

From: Michelle Aalbers
Sent: Tuesday, May 16, 2023 2:56 PM
To: Joan Felix <Joan.Felix@stellenbosch.gov.za>

We would appreciate it if you would respond to this call for nomination by providing the following information:

Organisation / institution / Department	Stellenbosch Municipality
Name of nominee / representative	Priscilla Napoleon
Contact number	021 808 8348
E-mail address	priscilla.napoleon@stellenbosch.gov.za
Name of alternate nominee / representative	
Contact number	
E-mail address	

The election of office bearers for the LDAC will take place at a second engagement to be finalised after the launch of the LDAC.

Kind regards,

Mayor Gesie

We would appreciate it if you would respond to this call for nomination by providing the following information:

Organisation / institution / Department	NPO. TRUE VINE MINISTRY
Name of nominee / representative	PATRICK FRAY
Contact number	0783796737
E-mail address	patrickfray40@gmail.com
Name of alternate nominee / representative	
Contact number	
E-mail address	

The election of office bearers for the LDAC will take place at a second engagement to be finalised after the launch of the LDAC.

Kind regards,

Mayor Gesle

We would appreciate it if you would respond to this call for nomination by providing the following information:

Organisation / institution / Department	Kingdom Gang Movement
Name of nominee / representative	André Pretorius
Contact number	079 457 0709
E-mail address	andrepret99@gmail.com
Name of alternate nominee / representative	Jacques Trantaal
Contact number	062 604 4386
E-mail address	

The election of office bearers for the LDAC will take place at a second engagement to be finalised after the launch of the LDAC.

Kind regards,

Mayor Gesie

We would appreciate it if you would respond to this call for nomination by providing the following information:

Organisation / institution / Department	Shofar Christian Church, Franschhoek
Name of nominee / representative	Jolene Wade
Contact number	083 284 7479
E-mail address	jolene.wade@shofaronline.org
Name of alternate nominee / representative	Richard Wade.
Contact number	083 225 3529
E-mail address	richard.wade@shofaronline.org

The election of office bearers for the LDAC will take place at a second engagement to be finalised after the launch of the LDAC.

Kind regards,

Mayor Gesie

We would appreciate it if you would respond to this call for nomination by providing the following information:

Organisation / institution / Department	StellCARE
Name of nominee / representative	Ronell Fritz
Contact number	021 887 2816
E-mail address	childcare@mweb.co.za
Name of alternate nominee / representative	Miceala Stubbs ~~Lizelle George~~ Tamsin Nel
Contact number	021 887 2816
E-mail address	childcare@mweb.co.za

The election of office bearers for the LDAC will take place at a second engagement to be finalised after the launch of the LDAC.

Kind regards,

Director

Mayor Gesie

Member

We would appreciate it if you would respond to the call for nomination by providing the following information:

Organisation / institution / Department	ACVV Stellenbosch / HQ
Name of nominee / representative	Simoné Hendricks - Waleley
Contact number	083 289 9780
E-mail address	simone@acvv.org.za
Name of alternate nominee / representative	
Contact number	
E-mail address	

The election of office bearers for the LDAC will take place at a second engagement to be finalised after the launch of the LDAC

Kind regards,

Mayor Gesie

Scanned With Scanner App Lite

We would appreciate it if you would respond to this call for nomination by providing the following information:

Organisation / institution / ~~Department~~	AOW - Stellenbosch
Name of nominee / representative	Elza Basson
Contact number	021 - 8833015
E-mail address	elza@acvvstell.org.za
Name of alternate nominee / representative	Jose Kritzinger
Contact number	021 - 8833015
E-mail address	Jose@acvvstell.org.za

The election of office bearers for the LDAC will take place at a second engagement to be finalised after the launch of the LDAC.

Kind regards,

Mayor Gesie

We would appreciate it if you would respond to this call for nomination by providing the following information:

Organisation / Institution / Department	NPC Ward 16 Care for Kids
Name of nominee / representative	Shereleen Layman
Contact number	062 576 9139
E-mail address	laymanshereleen@gmail.com
Name of alternate nominee / representative	NPO Trueline ministries/Patrick fray
Contact number	0783796737
E-mail address	Patrickfray40@gmail.com

The election of office bearers for the LDAC will take place at a second engagement to be finalised after the launch of the LDAC.

Kind regards,

Mayor Gesie

We would appreciate it if you would respond to this call for nomination by providing the following information:

Organisation / institution / Department	BERGZICHT TRAINING AND DEVELOPMENT.
Name of nominee / representative	Nathalie Skippers
Contact number	021 883 3525
E-mail address	employ@bergzicht.org.za
Name of alternate nominee / representative	Benita Petersen
Contact number	021 883 3525
E-mail address	trainingmanager@bergzicht.org.za

The election of office bearers for the LDAC will take place at a second engagement to be finalised after the launch of the LDAC.

Kind regards,

Mayor Gesie

members

We would appreciate it if you would respond to this call for nomination by providing the following information:

Organisation / institution / Department	LOETESVILLE SENIOR CITIZENS
Name of nominee / representative	MERVIN BAILEY
Contact number	0749722244
E-mail address	baileymervin18@gmail.com
Name of alternate nominee / representative	LEVONA IVETT BAILEY
Contact number	0624712254
E-mail address	baileylevona.tatum@g.mail.com

The election of office bearers for the LDAC will take place at a second engagement to be finalised after the launch of the LDAC.

Kind regards,

Mayor Gesie

We would appreciate it if you would respond to this call for nomination by providing the following information:

Organisation / institution / Department	Real Deal Trust
Name of nominee / representative	Nanine Steenkamp
Contact number	072 576 0820
E-mail address	nanine@realdeal.org.za
Name of alternate nominee / representative	Dewald Gouws
Contact number	0817428823
E-mail address	dewald@realdeal.org.za.

The election of office bearers for the LDAC will take place at a second engagement to be finalised after the launch of the LDAC.

Kind regards,

Mayor Gesie

We would appreciate it if you would respond to this call for nomination by providing the following information:

Organisation / Institution / Department	MAKING A DIFFERENCE DEVELOPMENT CENTRE VICE CHAIRMAN TRANSCHHOEK
Name of nominee / representative	DINO JAMES BOONZAAIER
Contact number	083 680 6763
E-mail address	dinboo41@gmail.com
Name of alternate nominee / representative	AUBREY SEPTEMBER (CHAIRMAN)
Contact number	083 944 1234
E-mail address	info@madskills.co.za

The election of office bearers for the LDAC will take place at a second engagement to be finalised after the launch of the LDAC.

Kind regards,

Mayor Gesie

7.9.2	STELLENBOSCH LOCAL DRUG ACTION COMMITTEE APPOINTMENT

Collaborator No: 754433
IDP KPA Ref No: Good Governance and Compliance
Meeting Date: 13 September 2023

1. SUBJECT: STELLENBOSCH LOCAL DRUG ACTION COMMITTEE APPOINTMENT

2. PURPOSE

To request the formal appointment of the Stellenbosch Local Drug Action Committee (LDAC).

3. DELEGATED AUTHORITY

For appointment by the Executive Mayor

4. EXECUTIVE SUMMARY

The Stellenbosch LDAC has been launched in 2022 and included the democratic and fair election of an executive committee.

RECOMMENDATIONS FROM THE EXECUTIVE MAYOR, IN CONSULTATION WITH THE EXECUTIVE MAYORAL COMMITTEE, TO OCTOBER COUNCIL: 2023-09-18: ITEM 7.9.2

that the department finalize the names of the mandated members of the Stellenbosch Local Drug Action Committee before it serves at Council.

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	27-07-2023

ANNEXURE B

7.9.2	STELLENBOSCH LOCAL DRUG ACTION COMMITTEE APPOINTMENT

Collaborator No: 754433
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that the department finalize the names of the mandated members of the Stellenbosch Local Drug Action Committee before it serves at Council.

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	27-07-2023

ANNEXURE C

7.9.2	STELLENBOSCH LOCAL DRUG ACTION COMMITTEE APPOINTMENT

Collaborator No: 763331
IDP KPA Ref No: Good Governance and Compliance
Meeting Date: 20 March 2024

1. SUBJECT: STELLENBOSCH LOCAL DRUG ACTION COMMITTEE APPOINTMENT

2. PURPOSE

To request the formal appointment of the Stellenbosch Local Drug Action Committee (LDAC).

3. DELEGATED AUTHORITY

For appointment by the Executive Mayor

4. EXECUTIVE SUMMARY

The Stellenbosch LDAC has been launched in 2022 and included the democratic and fair election of an executive committee.

EXECUTIVE MAYORAL COMMITTEE: 2024-03-20: ITEM 7.9.2

RESOLVED

that this item be referred to Administration for further discussions.

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	04-12-2023

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**

NONE

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

SEE PINK DOCUMENTATION