STELLENBOSCH
STELLENBOSCH • PNIEL • FRANSCHHOEK

MUNICIPALITY • UMASIPALA • MUNISIPALITEIT

Ref no.3/4/2/5

2025-04-11

MAYORAL COMMITTEE MEETING

WEDNESDAY, 2025-04-16 AT 10:00

TO	The Executive Mayor, Ald J Fasser
	The Deputy Executive Mayor, Cllr M Slabbert
COUNCILLORS	JC Anthony
	R du Toit
	X Kalipa
	T Kumm
	L Nkamisa
	C Manuel
	R Pheiffer
	N Olayi
	J Williams

Notice is hereby given that a Mayoral Committee Meeting will be held **in Council Chamber** on **Wednesday, 2025-04-16 at 10:00** to consider the attached agenda.

EXECUTIVE MAYOR, ALD J FASSER

CHAIRPERSON

AGENDA

MAYORAL COMMITTEE MEETING

2025-04-16

TABLE OF CONTENTS

ITEM	SUBJECT	PAGE
1.	**OPENING AND WELCOME**	
2.	**COMMUNICATION**	
3.	**DISCLOSURE OF INTERESTS**	
4.	**APPLICATIONS FOR LEAVE OF ABSENCE**	
5.	**APPROVAL OF THE MINUTES OF THE PREVIOUS MEETING**	
5.1	The minutes of the Mayoral Committee meeting: 2025-03-24 refers attached as **APPENDIX 1**. **FOR CONFIRMATION**	4
6.	**STATUTORY MATTERS**	
6.1	GRANTS ADJUSTMENTS BUDGET 2024/2025	56
6.2	OVERSIGHT ROLE OF COUNCIL: SUPPLY CHAIN MANAGEMENT POLICY-REPORT ON THE IMPLEMENTATION OF THE SUPPLY CHAIN MANAGEMENT POLICY OF STELLENBOSCH MUNICIPALITY: QUARTER 3 (01 JANUARY 2025 – 31 MARCH 2025)	74
6.3	MFMA SECTION 52 REPORTING UP TO 31 MARCH 2025	96
6.4	MONTHLY FINANCIAL STATUTORY REPORTING: DEVIATIONS FOR MARCH 2025	98
7.	**CONSIDERATION OF ITEMS BY THE EXECUTIVE MAYOR: [ALD J FASSER]**	
7.1	**PROTECTION SERVICES: [PC: CLLR J WILLIAMS]**	
	NONE	100
7.2	**SPORTS, YOUTH AND CULTURE: [PC: CLLR T KUMM]**	
	NONE	100
7.3	**CORPORATE SERVICES: [PC: CLLR L NKAMISA]**	
7.3.1	PROPOSED LEASE AGREEMENT: ERF 4 LA MOTTE: NEW APOSTOLIC CHURCH: LA MOTTE	101
7.3.2	RETURN ITEM: DISPOSAL OF ERF 748 FRANSCHHOEK	124
7.3.3	RETURN ITEM: FEEDBACK ON PUBLIC PARTICIPATION PROCESS AFTER THE PUBLICATION OF THE INFORMATION STATEMENT OF THE INTENTION TO DISPOSE OF A PORTION OF FARM 528 AND A PORTION OF FARM 529C STELLENBOSCH, ALSO FORMERLY KNOWN AS MOUNTAIN BREEZE CARAVAN PARK	165
7.4	**FINANCIAL SERVICES: [PC: ALD JC ANTHONY]**	
	NONE	267

7.5	**HUMAN SETTLEMENTS: [PC: CLLR R DU TOIT]**	
	NONE	267
7.6	**INFRASTRUCTURE SERVICES: [PC: CLLR R PHEIFFER]**	
7.6.1	STATUS REPORT ON THE ALTERNATIVE ENERGY GENERATION PROGRAMME – APRIL 2025	268
7.6.2	PROPOSED IMPLEMENTATION OF A ONE-WAY SYSTEM ALONG PIET RETIEF AND KOCH STREETS	274
7.7	**PARKS AND OPEN SPACES: [PC: CLLR N OLAYI]**	
	NONE	320
7.8	**PLANNING AND LOCAL ECONOMIC DEVELOPMENT AND TOURISM: [PC: DEPUTY MAYOR M SLABBERT]**	
7.8.1	IDENTIFICATION OF A NEW MARKET TRADING SITE IN STELLENBOSCH**(ITEM WILL BE DISTRIBUTED UNDER SEPARATE COVER IN DUE COURSE)**	320
7.9	**COMMUNITY SERVICE: [PC: CLLR X KALIPA]**	
	NONE	320
7.10	**RURAL MANAGEMENT AND ENVIRONMENT: [PC: CLLR C MANUEL]**	
	NONE	320
7.11	**MUNICIPAL MANAGER**	
	NONE	320
8.	**REPORTS SUBMITTED BY THE EXECUTIVE MAYOR**	
	NONE	321
9.	**URGENT MATTERS**	
	NONE	321
10.	**MATTERS TO BE CONSIDERED IN-COMMITTEE**	

APPENDIX 1

Confirmation of Minutes: Mayoral Committee Meeting: 2025-03-24

STELLENBOSCH
STELLENBOSCH • PNIEL • FRANSCHHOEK

MUNICIPALITY • UMASIPALA • MUNISIPALITEIT

Ref no.3/4/2/5

2025-03-24

MINUTES

MAYORAL COMMITTEE MEETING:

2025-03-24 AT 12:00

MINUTES

MAYORAL COMMITTEE MEETING

2025-03-24

TABLE OF CONTENTS

ITEM	SUBJECT	PAGE
1.	**OPENING AND WELCOME**	
2.	**COMMUNICATION**	
3.	**DISCLOSURE OF INTERESTS**	
4.	**APPLICATIONS FOR LEAVE OF ABSENCE**	
5.	**APPROVAL OF THE MINUTES OF THE PREVIOUS MEETING**	
5.1	The minutes of the Mayoral Committee meeting: 2025-02-19 refers attached. **FOR CONFIRMATION**	2
6.	**STATUTORY MATTERS**	
6.1	ANNUAL REPORT OVERSIGHT REPORT 2023/24	3
6.2	DRAFT 3rd REVIEW OF THE 5th GENERATION INTEGRATED DEVELOPMENT PLAN (IDP) 2022 – 2027	5
6.3	MONTHLY FINANCIAL STATUTORY REPORTING: DEVIATIONS FOR FEBRUARY 2025	7
6.4	MEDIUM TERM REVENUE AND EXPENDITURE FRAMEWORK 2025/2026-2027/2028	8
7.	**CONSIDERATION OF ITEMS BY THE EXECUTIVE MAYOR: [ALD J FASSER]**	
7.1	**PROTECTION SERVICES: [PC: CLLR J WILLIAMS]**	
	NONE	10
7.2	**SPORTS, YOUTH AND CULTURE: [PC: CLLR T KUMM]**	
	NONE	10
7.3	**CORPORATE SERVICES: [PC: CLLR L NKAMISA]**	
7.3.1	APPLICATION TO CONSENT TO TRANSFER FROM TRUST TO COMPANY: ERF 15794 STELLENBOSCH (TECHNOPARK)	11
7.3.2	APPLICATION FROM AGNIESZKA'S HAVEN TO LEASE A PORTION OF ERF 2235 GROENDAL	13
7.3.3	PORTION OF ERF 9190 STELLENBOSCH (TECHNOPARK): APPLICATION TO LEASE A PORTION OF MUNICIPAL LAND FOR PARKING PURPOSES	15
7.3.4	PROPOSED RENEWAL OF EXISTING MEMORANDUM OF UNDERSTANDING FOR THE MUNICIPAL COURT OF STELLENBOSCH	17
7.3.5	APPLICATION FOR LEASE OF A PORTION OF FARM 1653 LA MOTTE BY GH BUILDING SUPPLIES (PTY) LTD FOR STORAGE PURPOSES PARKING TRUCKS AND TRACTOR LOADER BACKHO AND STORAGE OF BUILDING MATERIALS	19
7.3.6	REVIEW OF STELLENBOSCH MUNICIPAL HONOURS BYLAW	21
7.3.7	APPLICATION FOR LEASE OF A PORTION OF ERF 17030 STELLENBOSCH (IDA'S VALLEY) BY CALVYN HEYNES FOR PARKING OF COMBIS, SPRINTERS AND OTHER MOTOR VEHICLES	22

7.3.8	APPLICATION FOR LEASE AGREEMENT: STELLENBOSCH DISTRICT RIDING CLUB: FARM 502N STELLENBOSCH RD	24
7.3.9	RETURN ITEM: CONSIDERATION OF THE COMMENTS AFTER THE PUBLICATION OF THE INFORMATION STATEMENT TO DISPOSE OF TRANSVALIA COMPLEX THROUGH A 30 YEAR LEASE TO MIDDEDORP PORPERTIES WHO WAS THE PREFERRED BIDDER IN THE TENDER PROCESS AND CONSIDERATION O FTHE FINAL APPROVAL OF THE LEASE	26
7.3.10	SUBMISSION OF THE REVISED AND CONSULTED MICRO-STRUCTURES AS DISCUSSED IN RESTRUCTURING COMMITTEE	29
7.4	**FINANCIAL SERVICES: [PC: ALD JC ANTHONY]**	
	NONE	31
7.5	**HUMAN SETTLEMENTS: [PC: CLLR R DU TOIT]**	
	NONE	31
7.6	**INFRASTRUCTURE SERVICES: [PC: R PHEIFFER]**	
7.6.1	STATUS REPORT ON THE ALTERNATIVE ENERGY GENERATION PROGRAMME – MARCH 2025	32
7.6.2	REQUEST FOR THE CLOSURE OF NAGTEGAAL ROAD, ONDER-PAPEGAAIBERG	34
7.7	**PARKS AND OPEN SPACES: [PC: CLLR N OLAYI]**	
	NONE	36
7.8	**PLANNING AND LOCAL ECONOMIC DEVELOPMENT AND TOURISM: [PC: DEPUTY MAYOR M SLABBERT]**	
7.8.1	REVISED TERMS OF REFERENCE REVISION 1 AND CODE OF CONDUCT FOR THE ESTABLISHMENT OF A STELLENBOSCH MUNICIPALITY CONSERVATION ADVISORY COMMITTEE (SMCAC) AND TO ALLOW THE DIRECTORATE: PLANNING AND ECONOMIC DEVELOPMENT TO PLACE ADVERTISEMENTS TO INVITE SUITABLY QUALIFIED AND EXPERIENCED PERSONS TO APPLY TO SERVE AS MEMBERS OF SMCAC	36
7.9	**COMMUNITY SERVICE: [PC: CLLR X KALIPA]**	
7.9.1	FEEDBACK RECEIVED FROM FRANSCHHOEK RUGBY CLUB COUNCIL 2024-11-27/10.9.2	38
7.10	**RURAL MANAGEMENT AND ENVIRONMENT: [PC: CLLR C MANUEL]**	
7.10.1	STELLENBOSCH MUNICIPALITY NATURE AREAS BY-LAW	39
7.11	**MUNICIPAL MANAGER**	
7.11.1	ADOPTION OF THE REVISED STRATEGIC AND OPERATIONAL RISK REGISTER FOR THE 2024/2025 FINANCIAL YEAR	40
7.11.2	ADOPTION OF THE REVISED ANTI FRAUD AND CORRUPTION PREVENTION PLAN FOR THE 2024/2025 FINANCIAL YEAR	42
7.11.3	ADOPTION OF THE WHISTLEBLOWING POLICY	43
7.11.4	2025/2026 GRANT IN AID APPLICATIONS AND RECOMMENDED DONATIONS	44
8.	**REPORTS SUBMITTED BY THE EXECUTIVE MAYOR**	
	NONE	46
9.	**URGENT MATTERS**	
9.1	REQUEST BY CITY OF CAPE TOWN TO INCLUDE ERF 6480 INTO THE MUNICIPAL BOUNDARIES OF THE CITY OF CAPE TOWN NONE	46
10.	**MATTERS TO BE CONSIDERED IN-COMMITTEE**	
	SEE PINK DOCUMENTATION	

PRESENT: Executive Mayor, Ald J Fasser **(Chairperson)**
Deputy Executive Mayor, M Slabbert

Councillors: Ald JC Anthony
R du Toit
X Kalipa
T Kumm
C Manuel
L Nkamisa
R Pheiffer
N Olayi
J Williams

Also Present: Councillor P Crawley (Chief Whip)
Councillor Q Smit (Speaker)
Councillor W Pietersen (MPAC Chairperson)
Councillor A Ferns
Councillor M van Stade
Councillor G Petersen

Officials: Municipal Manager(G Mettler)
Director: Infrastructure Services (S Chandaka)
Acting Director: Community & Protection Services (M Aalbers)
Director : Planning and Economic Development (A Barnes)
Chief Financial Officer (K Carolus)
Acting Chief Audit Executive (M Krige)
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**

- The importance of safety in all our communities and considering the recent incidences. The municipality is working very hard with SAPS to address these issues and problems.
- The Waste Management department of Stellenbosch Municipality will host another Swop & Sshop on 28 March 2025 at the Klapmuts Multi-purpose Community Hall. The community is encouraged to collect recyclables like plastic, glass, tins and to place it in bags provided. The recyclables can then be brought to the Swop Shop trailer, where it can be swopped for items available at the Swop Shoop. As

promised, this initiative will be taken to other communities. Please consult the noticeboards.

- Raadslede word aangemoedig om hulle insette te lewer op die konsep Openbare Deelnamebeleid en die konsep Interregeringsbeleid. Die inligting was reeds op 5 en 13 Maart 2025 aan alle raadslede gesirkuleer.
- On behalf of the municipality, I must express sincere thanks and gratitude to the administration, but especially Ms Jacqueline Beerwinkel and her team of ward administrators for all their hard work and long hours to support the SASSA card switch over. They went out of their way to help make the process smoother and ensure the community gets the support they need.

3.	**DISCLOSURE OF INTERESTS**

NONE

4.	**APPLICATIONS FOR LEAVE OF ABSENCE**

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

G Boshoff (Director: Community and Protection Services)

5.	**CONFIRMATION OF PREVIOUS MINUTES**

5.1 The minutes of the Mayoral Committee Meeting held on 2025-02-19 were **confirmed as correct without any amendments.**

6.	STATUTORY MATTERS

6.1	ANNUAL REPORT OVERSIGHT REPORT 2023/24

Collaborator No: 781875
IDP KPA Ref No: Good Governance and Compliance
Meeting Date: 24 March 2025

1. SUBJECT:ANNUAL REPORT OVERSIGHT REPORT 2023/24

2. PURPOSE

Is to submit to the Council, the Annual Report Oversight Report 2023/24 for **Adoption**.

3. DELEGATED AUTHORITY

Council.

4. EXECUTIVE SUMMARY

The draft Annual Report 2023/24 was referred by the Council on 29 January 2025, to the Municipal Public Accounts Committee (MPAC), which fulfilled the oversight function on behalf of the Council. The appointment and mandate of the MPAC were informed as per the Local Government: Municipal Finance Management Act, 2003 (Act No. 56 of 2003) (MFMA) Circular 32 of 2006.

Committee members, including the two co-opted members, have scrutinised the draft Annual Report 2023/24 and requested, where required, responses from the relevant Directorates. The Annual Report 2023/24 was objectively reviewed by the MPAC Members to determine whether the Annual Report 2023/24 is a true and accurate reflection of the municipality's performance for the year under review.

The public was invited to attend a public hearing and to submit any representations on the draft Annual Report 2023/24. All the councillors were also invited to attend the public hearing, which was held on 10 February 2025, to comment on the draft Annual Report 2023/24.

RECOMMENDATIONS FROM THE EXECUTIVE MAYOR, IN CONSULTATION WITH THE EXECUTIVE MAYORAL COMMITTEE, TO COUNCIL: 2025-03-24: ITEM 6.1

(a) that the Council, having fully considered the Annual Report Oversight Report 2023/24 of the Stellenbosch Municipality, **ADOPTS** the Annual Report Oversight Report 2023/24;

(b) that the Council, having fully considered the Annual Report 2023/24, attached as **ANNEXURE B** to the Annual Report Oversight Report 2023/24, **APPROVES** the Annual Report 2023/24 without any reservations;

(c) that the Annual Report Oversight Report 2023/24 be made public in accordance with Section 129(3) of the MFMA, and;

(d) that the Annual Report Oversight Report 2023/24 be submitted in accordance with Sections 129(2) and 132(2) of the MFMA to the Auditor General of South Africa (AGSA), the Provincial Treasury: Western Cape, the Department of Local Government: Western Cape, and the Provincial Legislature: Western Cape.

NAME	Shane Chandaka
POSITION	Acting Municipal Manager
DIRECTORATE	Office of the Municipal Manager
CONTACT NUMBERS	021 – 808 8025
E-MAIL ADDRESS	mm@stellenbosch.gov.za
REPORT DATE	10 March 2025

6.2	DRAFT 3rd REVIEW OF THE 5th GENERATION INTEGRATED DEVELOPMENT PLAN (IDP) 2022 – 2027

Collaborator No: 282287
IDP KPA Ref No: Good Governance and Compliance
Meeting Date: 24 March 2025

1. SUBJECT: DRAFT 3rd REVIEW OF THE 5th GENERATION INTEGRATED DEVELOPMENT PLAN (IDP) 2022 – 2027

2. PURPOSE

To table to the Council for consideration the draft 3rd review of the 5th Generation IDP 2022–2027, attached as **ANNEXURE A**, to be released for public comment.

3. DELEGATED AUTHORITY

Council.

4. EXECUTIVE SUMMARY

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

The draft 3rd review of the 5th Generation IDP 2022 – 2027 informs the budget of the municipality and specifies the municipality’s plans to address the vision, mission, strategic objectives, and needs of the community.

The municipal IDP must be reviewed annually to:

- assess the progress made towards achieving the goals, objectives and implementation of development projects outlined in the IDP;
- for the municipality to identify any gaps or areas for improvement, allowing for revisions to be made to enhance service delivery and ensure effective and sustainable development; and

- communities are provided with an opportunity to review their community needs and to recommend changes to the ward priorities outlined in the municipality’s IDP.

At the time of this item submission to the MayCo meeting, the IDP and Budget Open Days schedule has not been tabled at the all-wards councillors meeting which is scheduled for 13 March 2025. As a result, the draft schedule of meetings could not be finalised prior to the submission of this item. However, when the all-wards councillors meeting convenes and the IDP and Open Days schedule is tabled and approved at the All-Wards Meeting, it will be published in the local media, the municipal website and on the municipality’s social media platforms.

The proposed public participation period will be from 07 to 29 April 2025 to allow members of the community and stakeholders sufficient time to submit written inputs and / or comments on the draft 3rd review of the 5th Generation IDP 2022 –

2027. The physical area-based public participation open days are provisionally scheduled from 08 to 14 April 2025 in the respective areas.

The public participation platforms listed below will be made available for the community and stakeholders to submit their input and comments on the draft 3rd review of the 5th Generation IDP 2022 – 2027:

- A link to an electronic submission form will be active from 07 – 29 April 2025 on the municipal website: www.stellenbosch.gov.za;
- The link to the electronic form will be broadcast via the municipal WhatsApp Channel, IDP WhatsApp line, and published on Facebook and X;
- '*Have your Say*' boxes and hard copy forms will be placed at ward offices and libraries; and
- Electronic written submissions may also be made via:

  - Email: idp@stellenbosch.gov.za; and
  - WhatsApp: 067 427 1556.

RECOMMENDATIONS FROM THE EXECUTIVE MAYOR, IN CONSULTATION WITH THE EXECUTIVE MAYORAL COMMITTEE, TO COUNCIL: 2025-03-24: ITEM 6.2

(a) that the draft 3rd review of the 5th Generation IDP 2022 – 2027 of Stellenbosch Municipality be approved in terms of Section 34 (a)(i)(ii) of the MSA for the purpose of obtaining public input and comments, attached as **ANNEXURE A**;

(b) that an advertisement be placed on the official website of the municipality and the local newspaper notifying the public that the draft 3rd review of the 5th Generation IDP 2022 – 2027 is open for public input and comments for a period of not less than 21 days; and

(c) that the draft 3rd review of the 5th Generation IDP 2022 – 2027 be submitted to the MEC for Local Government, Environmental Affairs and Development Planning, Western Cape: Department of Local Government, Western Cape: Provincial Treasury, the Cape Winelands District Municipality, and the Office of the Provincial Speaker for their comments.

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	03 March 2025

6.3	MONTHLY FINANCIAL STATUTORY REPORTING: DEVIATIONS FOR FEBRUARY 2025

Collaborator No: 782051
IDP KPA Ref No: Good Governance and Compliance
Meeting Date: 24 March 2025

1. SUBJECT:MONTHLY FINANCIAL STATUTORY REPORTING: DEVIATIONS FOR FEBRUARY 2025

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 the Council. In compliance thereto, this report presents to the Council the SCM deviations that occurred during February 2025.

RECOMMENDATIONS FROM THE EXECUTIVE MAYOR, IN CONSULTATION WITH THE EXECUTIVE MAYORAL COMMITTEE, TO COUNCIL: 2025-03-24: ITEM 6.3

that Council notes that there were no deviations approved for the month of February 2025.

NAME	***Dalleel Jacobs***
POSITION	***Senior Manager SCM***
DIRECTORATE	***Finance***
CONTACT NUMBERS	***021 808 8137***
E-MAIL ADDRESS	***Dalleel.Jacobs@stellenbosch.gov.za***
REPORT DATE	***03 March 2025***

6.4	MEDIUM TERM REVENUE AND EXPENDITURE FRAMEWORK 2025/2026-2027/2028

Collaborator No:
IDP KPA Ref No: **Good Governance and Compliance**
Meeting Date: **24 March 2025**

1. SUBJECT: MEDIUM TERM REVENUE AND EXPENDITURE FRAMEWORK 2025/2026-2027/2028

2. PURPOSE

The purpose of this report is as follows:

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

b) That Council specifically note and consider the need to take up external loans to fund critically needed refurbishment of infrastructure to the amount of R475 million of which over the MTREF R198 million will be required in year one, R199 million in year two and R78 million in year three (refer to Section G: High Level Budget Overview and Table A1 Budget Summary) and confirms draft approval of same in order for the Chief Financial Officer to attend to the necessary legislative requirements.

3. DELEGATED AUTHORITY

FOR APPROVAL BY MUNICIPAL COUNCIL

EXECUTIVE SUMMARY

BUDGET

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

RECOMMENDATIONS FROM THE EXECUTIVE MAYOR, IN CONSULTATION WITH THE EXECUTIVE MAYORAL COMMITTEE, TO COUNCIL: 2025-03-24: ITEM 6.4

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

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

(b) that the three-year Capital Budget for 2025/2026, 2026/2027 and 2027/2028, as set out in **APPENDIX 1** – PART 2 – SECTION N, be approved for public release;

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

(d) that the proposed amendments to existing budget related policies, other policies and by-laws as set out in **APPENDICES 4 - 36**, be approved for public release;

(e) that Council specifically note and consider the need to take up an external loan, needed for investment in income generating infrastructure to the amount of R475 million of which R198 million will be required in year one, R199 million in year two and R78 million in year three (refer to Section G: High Level Budget Overview and Table A1 Budget Summary) and confirm approval of same;

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

(g) that Council takes note of MFMA circulars 129 that was published to guide the MTREF for 2025/2026 to 2027/2028 as set out in APPENDICES 37.

FOR FURTHER DETAILS CONTACT:

NAME	**KEVIN CAROLUS**
POSITION	***DIRECTOR: FINANCIAL SERVICES***
DIRECTORATE	***FINANCIAL SERVICES***
CONTACT NUMBERS	***021 808 8528***
E-MAIL ADDRESS	***kevin.carolus@stellenbosch.gov.za***
REPORT DATE	***18 March 2025***

7.	**CONSIDERATION OF ITEMS BY THE EXECUTIVE MAYOR: [CLLR J FASSER]**

7.1	**PROTECTION SERVICES: (PC: CLLR J WILLIAMS)**

NONE

7.2	**SPORTS, YOUTH AND CULTURE: [PC: CLLR T KUMM]**

NONE

7.3	CORPORATE SERVICES: (PC: CLLR L NKAMISA)

7.3.1	APPLICATION TO CONSENT TO TRANSFER FROM TRUST TO COMPANY: ERF 15794 STELLENBOSCH (TECHNOPARK)

Collaborator No: 782245
IDP KPA Ref No: Good Governance
Meeting Date: 24 March 2025

1. SUBJECT:APPLICATION TO CONSENT TO TRANSFER FROM TRUST TO COMPANY: ERF 15794 STELLENBOSCH (TECHNOPARK)

2. PURPOSE

For Council to consider the application from the registered owner of Erf 15794 Stellenbosch to consent to the transfer of the property from a trust to a private company.

3. DELEGATED AUTHORITY

Council.

4. EXECUTIVE SUMMARY

An application has been received from the Jan Jooste Familie Trust for Council to consent to the transfer of the property from a trust to a private company as the Municipality has a pre-emptive right to the property as registered in the Title Deed for Erf 15794 Stellenbosch, which is situated in Technopark. Erf 15794 is a consolidated property comprising of three erven namely 13430, 13425 and 13421. All three erven were initially bought from the Stellenbosch Municipality. Two of the erven are already developed and the third erf, being the largest portion still needs to be developed.

The largest component of the consolidated property is subject to a pre-emptive right in favour of the Municipality. In terms of the pre-emptive right the owner has to give the Municipality the option to purchase the property at a market related price in the event that the owner wants to sell the property. Although the purchaser is not of the intention to sell the property, he has to transfer the property from the Jan Jooste Familie Trust to a company, of whom the trust is the only shareholder. This transfer will require consent from the Municipality as the Municipality has a pre-emptive right to purchase the property at market value should the seller elect to sell the property.

The reason provided by the applicant for wanting to transfer the property from the trust to a private company is due to the fact that the applicant will need to get investors to develop the property, and this can't be done in a family trust. If the property is registered in the name of the company, then the applicant can sell shares in the company to the investors to provide finances to develop the property. The request is therefore that the Municipality should consent to the transfer of the property to the company and that the transfer will be done in terms of an Asset-for-Shares Exchange Agreement subject to the same pre-emptive condition as contained in the Certificate of Consolidated Title.

RECOMMENDATIONS FROM THE EXECUTIVE MAYOR, IN CONSULTATION WITH THE EXECUTIVE MAYORAL COMMITTEE, TO COUNCIL: 2025-03-24: ITEM 7.3.1

(a) that Council considers the request from Jan Jooste Familie Trust to 1 Technopark (Pty) Ltd;

(b) that Council concede to the request the same pre-emptive condition as contained in the Certificate of Consolidated Title should be included the Assets[1]for-Shares Exchange Agreement between the Jan Jooste Familie Trust and Technopark (Pty) Ltd a signed copy of which is to be provided to the Property Management Department.

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	***2025-03-03***

7.3.2	APPLICATION FROM AGNIESZKA'S HAVEN TO LEASE A PORTION OF ERF 2235 GROENDAL

Collaborator No: 782248
IDP KPA Ref No: Good Governance
Meeting Date: 24 March 2025

1. SUBJECT:APPLICATION FROM AGNIESZKA'S HAVEN TO LEASE A PORTION OF ERF 2235 GROENDAL

2. PURPOSE

For Council to consider an application from Agnieszka's Haven to lease a portion of Erf 2235 Groendal for the purposes of updating the facility to a Community Care and Rehabilitation Centre. If that application is approved council needs to review and rescind and replace the previous Council resolution.

3. DELEGATED AUTHORITY

The Executive Mayor in consultation with the Executive Mayoral Committee has the delegated authority to consent to lease agreements for a period not exceeding 9 years 11 months.

The Municipal Manager has the delegation to enter into the lease agreements approved by the Executive Mayoral Committee on behalf of the Municipality. Council if a pervious Council resolution must be rescinded.

4. EXECUTIVE SUMMARY

Stellenbosch Municipality is the registered owner Erf 2235 Franschhoek situated in Beacoup de L'eau Street, Groendal. This is a large property consisting of, *inter alia*, the Groendal taxi rank, some informal residential units and then the building referred to in this item. This building was used for a Youth Hub in the past however in the preceding couple of years the property has been vacant and more recently the property is illegally occupied and illegal activities are taking place on the property.

In March 2017 Council resolved that approval several be granted for the establishment of Local Economic Development hubs / incubators on several properties. A portion of Erf 2235 Groendal formed part of these properties.

In the interim the property which is supposed to be vacant has now been causing severe issues for the broader community due to the illegal activities on the premises.

An application has been filed by Agnieszka's Haven to request the lease of the premises to be used as a for a Community Care and Rehabilitation Centre. They also offer to update the facility and maintain it. The purpose of the centre is to reach out to communities by establishing shelters, in order to rehabilitate drug addicts, alcohol addicted people and to care for abused women and children, to rehabilitate and reintegrate ex-convicts, parolees and the homeless into their respective communities. The applicant is a registered Non-Profit Organisation. Should Council approve the leasing the premises to the applicant the 2017 Council resolution will have to be rescinded. Council will also have to advertise its intention to lease the property to Agnieszka's Haven for public input/comments/alternative proposals as the lease would be seen as a "private treaty".

The current zoning of the property is Mixed-Use which allows for, *inter alia*, a clinic but only for day or outpatients, not overnight facilities.

EXECUTIVE MAYORAL COMMITTEE: 2025-03-24: ITEM 7.3.2

RESOLVED

that this item be referred back to Administration for further information.

NAME	**Annalene de Beer**
POSITION	***Director***
DIRECTORATE	***Corporate Services***
CONTACT NUMBERS	***021-8088073***
E-MAIL ADDRESS	***annalene.debeer@stellenbosch.gov.za***
REPORT DATE	***2025-03-06***

7.3.3	A PORTION OF ERF 9190 STELLENBOSCH (TECHNOPARK): APPLICATION TO LEASE A PORTION OF MUNICIPAL LAND FOR PARKING PURPOSES

Collaborator No: 782138
IDP KPA Ref No: Good Governance
Meeting Date: 24 March 2025

1. SUBJECT: A PORTION OF ERF 9190 STELLENBOSCH (TECHNOPARK): APPLICATION TO LEASE A PORTION OF MUNICIPAL LAND FOR PARKING PURPOSES

2. PURPOSE

To consider an application from TechstelSRA to lease a portion of Erf 9190 Stellenbosch which is situated in Technopark 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 a 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 TechstelSRA for the lease of a portion of municipal land for parking purposes. The area they are interested in is situated on a portion of Erf 9190 Stellenbosch which is situated in Technopark. The area is situated on the left side of the main road as you enter Technopark and is already being used as an informal parking area for the overflow of cars in Technopark. The area is situated on the south-eastern corner of the Techno Avenue and Elektron Road intersection. The purpose of the application is to formalise the parking area in order to erect security booms at the area to assist with mitigating the risk of car theft within the Technopark area, which has become an issue within the last couple of years.

Technopark was originally developed by the Stellenbosch Municipality as a science park and due to the demand parking space in the area. This resulted in the use of undeveloped land and public open spaces within Technopark for parking purposes.

The area being applied for is therefore already being used as a parking lot and the applicant wishes to secure the area due to the rise in car theft.

The application was initially brought in collaboration by four companies operating in the park, namely EMSS, Platinum Square, Cotillion Place and Moore, who wish to divide the costs and parking distribution between the four companies. TechstelSRA will be the entity that enters into an agreement with the Municipality. TechstelSRA has confirmed that they will sign the contract and attend to the administration of the lease. The four companies and TechstelSRA must enter into a separate agreement to arrange the implementation amongst themselves. The municipality will bill TechstelSRA and keep them accountable for the provisions in the lease.

It will therefore not be a parking space which is open for the public, but rather only for the benefit of the listed four companies. The application does however indicate that if there is sufficient space it will be open for other companies to arrange for their employees for parking on a first come first served basis to registered motor vehicles. The mentioned four companies will be responsible to provide security at the parking lot as well as the costs of erecting the security booms and additional wooden bollards on the premises.

The application does not state the term that they are interested in. The erf is the original mother erf for Technopark and has all the Land-Use rights as per the Technopark Overlay Zone. This will be regarded as a private treaty and any lease longer than 3 years will be advertised for comments/inputs/alternative All lease agreements beyond 3 years are advertised for public input as it is regarded by the municipality as long-term rights and the lease is not the end result of an open process where everybody had an opportunity to lease the land.

EXECUTIVE MAYORAL COMMITTEE: 2025-03-24: ITEM 7.3.3

RESOLVED

(a) that the lease is approved in principle;

(b) that the proposed lease be advertised for public input and the item return to Mayco after the public participation process;

(c) that the application be dealt with in terms of the parking tariffs as approved by Council for a period of 3-years with an option to extend;

(d) that the municipal manager be mandated to conclude the lease agreement in line with council approved tariffs and a termination clause of 3 months; and

(e) that any capital investment by the lessee can be offset against the rental.

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	***2025-03-07***

7.3.4	PROPOSED RENEWAL OF EXISTING MEMORANDUM OF UNDERSTANDING FOR THE MUNICIPAL COURT OF STELLENBOSCH

Collaborator No:
IDP KPA Ref No: **Good Governance**
Meeting Date: **24 March 2025**

1. SUBJECT: PROPOSED RENEWAL OF EXISTING MEMORANDUM OF UNDERSTANDING FOR THE MUNICIPAL COURT OF STELLENBOSCH

2. PURPOSE

To obtain Council's approval for the proposed renewal of the Memorandum of Understanding for the Municipal Court (as *Additional* Court) in the jurisdictional area of Stellenbosch. (The Renewal of the Memorandum of Agreement with the Department of Justice).

3. DELEGATED AUTHORITY

For decision by Municipal Council.

4. EXECUTIVE SUMMARY

The priority setting for Local Government is to strive and achieve an acceptable quality of life for all the residents and visitors in its jurisdictional area. Local Government must monitor the role of law and sound order. In pursuing this primary goal, Local Government is also attempting to ensure safety, security and well-being of its residents. At the same time a climate for sustainable development and prosperity is created.

In terms of Section 152 of the Constitution, a Municipality has an obligation to promote a safe and healthy environment, and a Municipality must strive within its financial and administrative capacity to achieve this objective.

Based on this premise and the fact that the Stellenbosch courts could not deal with the case load Council, at its meeting on 2014-06-25 (Item 7.11), resolved that a Municipal Court for the Stellenbosch District be established, in order that through effective and efficient prosecuting of transgressors Municipal related offences like Traffic offences, By-Laws, national building regulations and others.

A 3-year contract was entered into with the Department of Justice. This agreement was renewed in 2019 and 2022. The agreement comes to an end on 30 June 2025 and the need still exists. Our Municipal Court has been doing sterling work.

The Department of Justice has not raised any issues with the performance of the additional court and we believe they will be willing to extending the memorandum of agreement (**attached as APPENDIX 1**) to continue the *Additional* (Municipal) Court dedicated to municipal transgressions in Stellenbosch area.

RECOMMENDATIONS FROM THE EXECUTIVE MAYOR, IN CONSULTATION WITH THE EXECUTIVE MAYORAL COMMITTEE, TO COUNCIL: 2025-03-24: ITEM 7.3.4

(a) that the Memorandum of Agreement with the Department of Justice for the Municipal Court for the Stellenbosch District, be renewed for a 3-year term from 1 July 2025; and

(b) that the Municipal Manager be delegated to sign all relevant documentation for the extension of the afore-said agreement.

NAME	Annalene de Beer
POSITION	***Director: Corporate Services***
DIRECTORATE	***Corporate Services***
CONTACT NUMBERS	***021 – 808 8018***
E-MAIL ADDRESS	***Annalene.deBeer@stellenbosch.org.za***
REPORT DATE	***17 March 2025***

7.3.5	APPLICATION FOR LEASE OF A PORTION OF FARM 1653 LA MOTTE BY GH BUILDING SUPPLIES (PTY) LTD FOR STORAGE PURPOSES PARKING TRUCKS AND TRACTOR LOADER BACKHO AND STORAGE OF BUILDING MATERIALS

Collaborator No:
IDP KPA Ref No: **Good Governance**
Meeting Date: **24 March 2025**

1. SUBJECT:APPLICATION FOR LEASE OF A PORTION OF FARM 1653 LA MOTTE 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 a portion of Farm 1653 La Motte for the purposes of parking trucks and Tractor Loader Backho (TLB's) as well as storage of building material.

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 a portion of Farm 1653 La Motte. The application is for the lease of a portion of Farm 1653 La Motte, not the entire property. 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 intent to make use of a container that will need to be connected to water, sewerage and electricity. All the surrounding properties have access to water and electricity/ If there is a need to connect then the applicant will be liable for costs of such connections, and this should form part of a resolution should the application be approved. 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 property has several properties on it, including residential units, the fire department and offices for the Infrastructure department. The zoning of the property is Agricultural (**See APPENDIX 3)**. They previously applied to lease a property in Franschhoek which was turned down and that Council will now put on auction.

This application is regarded as a lease through private treaty and must therefore be advertised for input/comments/objections/other proposals before a final decision can be

made. The area they are interested to lease is approximately 2000 sqm when measuring the area on the map

EXECUTIVE MAYORAL COMMITTEE: 2025-03-24: ITEM 7.3.5

RESOLVED

that the Mayoral Committee does not support the application as the property is needed for municipal services.

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	***09/03/2025***

7.3.6	REVIEW OF STELLENBOSCH MUNICIPAL HONOURS BYLAW

Collaborator No:
IDP KPA Ref No: **Good Governance**
Meeting Date: **24 March 2025**

1. SUBJECT: REVIEW OF STELLENBOSCH MUNICIPAL HONOURS BYLAW

2. PURPOSE

To review the Stellenbosch Municipal Honours By-Law of 2002 and make a recommendation to Council.

3. DELEGATED AUTHORITY

Council

4. EXECUTIVE SUMMARY

The Stellenbosch Municipal Council in 2002 promogulated The Municipal Honours and Medals By-Law in terms of which Council can recognise and consider persons for exceptional achievements or rendering of exceptional; meritorious service on the interest of the municipality attached as **APPENDIX 1**. The bylaw is twenty years old and needs to be revised. A draft bylaw was placed on the agenda of the Corporate Services section 80 committee on 1 August 2023 on request of the Executive Mayor. The draft revised bylaw was discussed by the Committee and the Speaker who was invited to the meeting. The committee requested the Chairperson and the Director Corporate Services to discuss some aspects with the Speaker. The discussion took place and the final draft served before the Mayoral committee in September 2023. It was referred back for more inputs. The item served before Mayco in November 2024 and referred to Council. The item was removed by the Speaker and referred back for consultation with the Speaker and the Council Whip. A meeting took place in February 2024 between Cllr Lwando Nkamisa, Speaker, Cllr Quintin Smit and the Council Whip, Cllr Patricia Crawley. The personal assistant of the speaker and the Director Corporate services was also present to deal with the administration. Further changes were made to the revised draft. The new draft is attached as **APPENDIX 2** for consideration.

RECOMMENDATIONS FROM THE EXECUTIVE MAYOR, IN CONSULTATION WITH THE EXECUTIVE MAYORAL COMMITTEE, TO COUNCIL: 2025-03-24: ITEM 7.3.6

(a) that 6 (4)(iv) – (vi) to be removed;

(b) that 6 (4) (iv) be replaced to read that a Councillor who served 3 full consecutive terms as a normal Councillor without appearing in front of a disciplinary hearing, be awarded 5 additional points; and

(c) that the words “Executive Mayor” be removed from 6 (4)(iii) as the Executive Mayor is comprehensively covered in other provisions.

7.3.7	APPLICATION FOR LEASE OF A PORTION OF ERF 17030 STELLENBOSCH (IDA'S VALLEY) BY CALVYN HEYNES FOR PARKING OF COMBIS, SPRINTERS AND OTHER MOTOR VEHICLES

Collaborator No:
IDP KPA Ref No: **Good Governance**
Meeting Date: **24 March 2025**

1. SUBJECT:APPLICATION FOR LEASE OF A PORTION OF ERF 17030 STELLENBOSCH (IDA'S VALLEY) BY CALVYN HEYNES FOR PARKING OF COMBIS, SPRINTERS AND OTHER MOTOR VEHICLES

2. PURPOSE

To consider the request from Calvyn Heynes to lease a portion of Erf 17030 Stellenbosch (Ida's Valley) for the purposes of parking Combis, Sprinters and other motor vehicles used for a transport company as well as community upliftment.

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 Mr. Calvyn Heynes to lease a portion of Erf 17030 Stellenbosch, which is situated in Oak Tree Village, Ida's Valley. The application is for parking purposes for combis, sprinters and other motor vehicles which is being used in his transport company as well as for community upliftment.

Mr. Heynes has been using this portion of land for parking purposes for almost 20 years. He is a resident of the area since 2000 and started his transport company in 2003. Oak Tree Village is a new development and residence started moving in in 2023.

The applicant indicates that he uses the vehicles not only in his business but also to assist the local community. He often takes the local school children on field trips free of charge as well as taking the children from Lindida and Hillside Village to church on Sundays. He also offers his transport free of charge to the church for any trips they take the local community on.

From the income from his business, he feeds several school children on a daily basis and ensures that they have school uniforms and stationery.

Mr. Heynes indicates that he does not have enough parking available on his premises and therefore started using this portion of land. Lately, there has been complaints from some of the other locals and Mr. Heynes therefore wishes to formalise an agreement with the Municipality for the lease of the land.

The application does not indicate the period of lease he is interests in and the current zoning of the property is Public Open Space.

EXECUTIVE MAYORAL COMMITTEE: 2025-03-24: ITEM 7.3.7

RESOLVED

that the item be referred back for further information.

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	***10/03/2025***

7.3.8	APPLICATION FOR LEASE AGREEMENT: STELLENBOSCH DISTRICT RIDING CLUB: FARM 502N STELLENBOSCH RD

Collaborator No:
IDP KPA Ref No: **Good Governance**
Meeting Date: **24 March 2025**

1. SUBJECT:APPLICATION FOR LEASE AGREEMENT: STELLENBOSCH DISTRICT RIDING CLUB: FARM 502N STELLENBOSCH RD

2. PURPOSE

To consider an application received from the Stellenbosch District Riding Club for a new lease agreement on Farm 502N Stellenbosch.

3. DELEGATED AUTHORITY

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

The Municipal Manager has the delegated authority to sign lease agreements on behalf of the Municipality.

4. EXECUTIVE SUMMARY

Stellenbosch Municipality and the Stellenbosch District Riding Club concluded a Lease Agreement 17 February 1992 for the period 1 April 1991 to 31 March 2021. The Club subsequently applied for a renewal of the lease agreement for a further period of 9 years and 11 months. On 17 February 2021 council resolved that the current lease agreement be extended on the same terms and conditions on a month-to-month basis until the process for the Sports Councils has been finalised and a property register has been compiled and considered by council to determine the future of Council properties per category. Such property register has now been adopted by council.

The Riding Club is not affiliated with the Sports Councils that uses the different Sport Facilities. That process has also been dealt with. The Executive Mayoral Committee can therefore now consider the application for a lease agreement for a period of 9 years 11 months.

The application served before the Executive Mayoral Committee in October 2024 and was referred back to Administration for further discussions and a new property valuation. On request of the Deputy Mayor through the Municipal Manager, the matter returned to the January 2025 Executive Mayoral Committee meeting however it was again referred back as the valuation report was not available. The valuation report is now available, and the item is therefore ready for consideration.

The Stellenbosch District Riding Club has been leasing this portion of land from the Stellenbosch Municipality for over 30 years. They are a registered Non-Profit Organisation, and they are involved in several community upliftment projects and assist in much needed job creation in the Stellenbosch Community (see **APPENDIX 3**). The club is also of the intention to offer Equine Assisted Therapy in the near future and provide free riding lessons for Local Underprivileged Children (see **APPENDIX 3**). The applicant has

also filed a summary and motivation together with the application which is attached hereto as **APPENDIX 3.**

EXECUTIVE MAYORAL COMMITTEE: 2025-03-24: ITEM 7.3.8

RESOLVED

(a) that farm 502N, Stellenbosch is identified as land not needed for basic Municipal Services;

(b) that the application from the Riding Club be considered including the rental amount of 30% of the market related price in terms of council policies;

(c) that if the lease agreement is longer than 9 years and 11 months the intention to lease be advertised for public participation to request inputs/objections/alternative offers and return to Mayco for final approval; and

(d) that the lessee be responsible to maintain the land and any structures on it.

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	***17/03/2025***

7.3.9	**RETURN ITEM: CONSIDERATION OF THE COMMENTS AFTER THE PUBLICATION OF THE INFORMATION STATEMENT TO DISPOSE OF TRANSVALIA COMPLEX THROUGH A 30 YEAR LEASE TO MIDDEDORP PORPERTIES WHO WAS THE PREFERRED BIDDER IN THE TENDER PROCESS AND CONSIDERATION OF THE FINAL APPROVAL OF THE LEASE**

Collaborator No:
IDP KPA Ref No: **Good Governance**
Meeting Date: **24 March 2025**

1. SUBJECT: RETURN ITEM: CONSIDERATION OF THE COMMENTS AFTER THE PUBLICATION OF THE INFORMATION STATEMENT TO DISPOSE OF TRANSVALIA COMPLEX THROUGH A 30 YEAR LEASE TO MIDDEDORP PORPERTIES WHO WAS THE PREFERRED BIDDER IN THE TENDER PROCESS AND CONSIDERATION OF THE FINAL APPROVAL OF THE LEASE

2. PURPOSE

The purpose of this report is to inform Council of the comments received after an Information statement was published indicating Council's in -principal decision to lease the properties to the preferred bidder that was identified through the tender process on a 30-year lease. The tender award is subject to this final decision by council to dispose of the properties in terms of the Asset Transfer Regulations. Council must consider the comments and then decide to confer long term rights on the property (a 30-year lease) through the lease to the preferred bidder, Middedorp Properties. The views of National and Provincial Treasury have also been solicited and is included under the discussion. Should council not approve the lease agreement the Accounting Officer's acceptance of the recommendations of the Bid Adjudication Committee becomes null and void as the "subject to" clause suspends the decision by the accounting officer acceptance until Council makes a final resolution. The tender will then have to be cancelled, and the process started afresh.

3. DELEGATED AUTHORITY

Council must consider the matter.

4. EXECUTIVE SUMMARY

The Transvalia complex as it is commonly known consists of erven 825, 1123, 1125, 1130, 1133, 1128, 1129, 1124, 1134, 1142 and 1160. Erven 1125 and 1130 is used as a street and provides access to the private erven situated adjacent to it. Erf 825 provides access to the Stelkor complex and is mainly used for parking for the middle of town as the Checkers centrum lies across the street. When the tender was published erven 1129, 1124, 1125 and 1130 did not form part of the tender to lease as they provide access to the property and surrounding properties.

The "Dorp Street flats", currently rented to the IEC (unit 1) and used as office space for the Informal Settlements Department and some of Infrastructure Directorate (PMU) staff, are situated along Dorp Street and is located on portions of erven 1123, 1133, 1128, 1134, 1142. These buildings are heritage buildings and to make any changes to them will require approval from Heritage Western Cape. An extract of the specifications that was included in the tender is attached as **APPENDIX A**.

During the compulsory site meeting there was a healthy interest of around 15 companies that attended the meeting, but on the closing date only three companies put forward a tender. Two of the bidders were not further considered as their tenders did not pass the compliance test.

The preferred bidder Middedorp Properties (Pty} Ltd submitted a bid with a capital cost amount of R22 028 250,00 (VAT included) which amount represents the estimated capital outlay which will form part of the Capital assets and which that remains Council's assets. It also excludes all maintenance over the next 30 years or their responsibility to manage the property. This amount was used for bid evaluation purposes after the responsiveness and functionality was evaluated, in terms of the tender specifications. The amount of rental must still be agreed on and in the tender was indicated to be in three phases. The planning stage of 12 months, the 2 years construction phase and the rest of the lease agreement. Phase 3 – years 4 to 30 (Operational) during which they offer as an initial rental income R20 000 a month, but it is subject to negotiations. It must also be borne in mind that they must invest the capital of R22 028 250,00 (VAT included) and do the management and maintenance of the property for the duration of the lease. The investment in the property remains the municipality's assets after the lease lapses. These amounts are subject to consultation and agreement with the municipality and will escalate over the period. The municipality has in the past allow a lower rental because the capital cost was offset against the rental amount. The rental income will be "supplemented" with the fact that the municipality will not have to provide any resources to manage or maintain the area. The property remains the asset of the municipality, and the municipality will not have to do any maintenance to preserve the old buildings.

In brief the preferred proposal entails the following key elements:

Renovate the existing historic buildings along Dorp Street for the purposes of a 24-unit Boutique Hotel with an art-focused theme, incorporating a 60-seater restaurant, hotel coffee and wine bar and a rooftop bar for guests, re-developed courtyard and guest area behind hotel as well as an art and design shop in one of the historic buildings.

Preserving the architectural integrity of the buildings along Dorp Street. Demolish the existing garages and provide upgraded public toilets. The proposed new structures comprise of a wooden deck for the proposed restaurant at 135 Dorp Street, steel frame clip-on staircase and corridor, swimming pool, paved hotel dedicated parking area, dedicated refuse area and security/parking kiosks. Repair and upgrading of existing public parking area, providing 143 paid public parking, 34 paved hotel dedicated parking bays as well as 10 non-motorised parking bays. It was a pre-requirement of the tender that the proposal that is made take the historical overlay and the surrounding precinct into account and integrate into the area. All changes to buildings and any new structures will have to be approved through the planning department and most importantly by Western Cape Heritage.

In this process only one bidder complied with the specifications according to the technical evaluation and the Bid Evaluation committee, namely Middedorp properties.

The information statement was published on 12.12.2024 in the Eikestad (see **APPENDIX B)** news and on 7.12.2024 in the Burger (see **APPENDIX C**). The closing date for comments was 7 February 2025. We received several comments that are discussed below.

EXECUTIVE MAYORAL COMMITTEE: 2025-03-24: ITEM 7.3.9

RESOLVED

that this item be referred back to Administration for a legal opinion.

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	***17 March 2025***

7.3.10	**REVISED AND CONSULTED MICRO-STRUCTURES FOR THE INFRASTRUCTURE SERVICES (WATER AND WASTEWATER TREATMENT SERVICES), COMMUNITY AND PROTECTION SERVICES (COMMUNITY SERVICES AND PART OF LAW ENFORCEMENT SERVICES) AS WELL AS CORPORATE SERVICES (REGISTRY, AUXILARY AND COMMITTEE SERVICES)**

Collaborator No:
IDP KPA Ref No: **Good Governance and Compliance**
Meeting Date: **24 March 2025**

1. SUBJECT:REVISED AND CONSULTED MICRO-STRUCTURES FOR THE INFRASTRUCTURE SERVICES (WATER AND WASTEWATER TREATMENT SERVICES), COMMUNITY AND PROTECTION SERVICES (COMMUNITY SERVICES AND PART OF LAW ENFORCEMENT SERVICES) AS WELL AS CORPORATE SERVICES (REGISTRY, AUXILARY AND COMMITTEE SERVICES)

2. PURPOSE

To inform the Council of the revised and consulted micro-structures for the department Water and Wastewater Service (within the Infrastructure Service Directorate), the section Community Services and part of department Law Enforcement (within the Community and Protection Services Directorate) and the section Registry, Auxiliary and Committee Services (within the Corporate Services Directorate).

3. DELEGATED AUTHORITY

The delegated authority is Council.

4. EXECUTIVE SUMMARY

The review of the 2017/2019 micro-structures has been on the Local Labour Forum agenda under matters emanating since November 2020. Since that date various consultative meetings were held with the Directorates (sections and department) and structures presented and amended. During 2024 and 2025 the parties (the Employer, IMATU and SAMWU) after thorough discussions found agreement on the structures presented and where there remained disagreement it would be referred to the Local Labour Forum (LLF). These structures were submitted to the LLF on 10th March 2025 and the parties agreed that the structures may be submitted to the Council meeting scheduled for March 2025. A further resolution was that the Unions (IMATU and SAMWU) would submit their disagreement on the department Water and Wastewater Service (within the Infrastructure Service Directorate) in writing for Council to consider. In writing comments were received from SAMWU and is attached as **ANNEXURE 1**.

RECOMMENDATIONS FROM THE EXECUTIVE MAYOR, IN CONSULTATION WITH THE EXECUTIVE MAYORAL COMMITTEE, TO COUNCIL: 2025-03-24: ITEM 7.3.10

(a) that the revised/amended and consulted structures for the **Infrastructure Services (Water and Wastewater services), Community and Protection Services (Community and of part Law Enforcement services) as well as Corporate Services (Registry, Auxiliary and Committee services)** be approved; and

(b) SAMWU is the only Union that presented a written submission.

FOR FURTHER DETAILS CONTACT:

NAME	*Alexander Kannemeyer*
POSITION	*Senior Manager Human Resource Management*
DIRECTORATE	*Corporate Services*
CONTACT NUMBERS	*021-808 8751*
E-MAIL ADDRESS	*Alexander. Kannemeyer@stellenbosch.gov.za*
REPORT DATE	*19 March 2025*

7.4	**FINANCIAL SERVICES: (PC: CLLR JC ANTHONY)**

NONE

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

NONE

7.6	INFRASTRUCTURE SERVICES : (PC : R PHEIFFER)

7.6.1	STATUS REPORT ON THE ALTERNATIVE ENERGY GENERATION PROGRAMME – MARCH 2025

Collaborator No: **781806**
IDP KPA Ref No: **Green & Sustainable Valley**
Meeting Date: **24 March 2025**

1. SUBJECT: STATUS REPORT ON THE ALTERNATIVE ENERGY GENERATION PROGRAMME – MARCH 2025

2. PURPOSE

For Council to note the progress of the Municipality's as well as Provincial Government initiatives regarding the Alternative Energy Programme projects which are underway at present.

3. DELEGATED AUTHORITY

Municipal Council.

4. EXECUTIVE SUMMARY

4.1 20 MW Independent Power Producer Contract: Tender conditionally awarded to successful bidder. A Legal Firm has been appointed by the Municipality to assist in interrogating the draft Power Purchase Agreement at present. Once the draft Power Purchase Agreement is finalised and signed off by both parties, development rights will commence.

4.2 50 MW Independent Power Producer Tender: The Request for Proposals has been prepared and served at the Bid Specifications Committee (BSC). The BSC had some queries before approving the bid documents. These queries will be taken up in return Item to Council to confirm Council's interpretation of what was previously approved by Council when the Feasibility Study was approved.

4.3 The installation of the 66kV switchgear at Main and University substations, is planned to be completed in April 2025. This will then enable the installation of the Supervisory Control and Data Acquisition (SCADA) completion at those substations.

4.4 The Bid Specification Committee (BSC) meeting for the new (SCADA) tender took place on 16 January 2025. The specification for the tender has been approved for advertising subject to minor updates. The new tender is for the Supply, Delivery, Off-Loading, Installation, Setup, Configuration and Commissioning/Testing of Electrical Substation Telemetry Monitoring Equipment (SCADA System) and Supervisory Communication Network Installations.

The tender was advertised on 15 February 2025.

4.5 Fire Station Progress: The tender for the Stellenbosch Fire Station battery storage system was awarded and construction work will be completed by 30 June 2025.

4.6 NPK Building Progress: Tender documentation is being prepared at present for the retrofitting of the building with alternative energy equipment.

4.7 Main Building (Neethling Huis) Progress: Currently at detailed design and tender documentation stage (Electrical and Mechanical Fire Compliancy).

4.8 Energy Performance Certification: The frames have been delivered, and the certificates have been installed in all buildings except the NPK building. The delay in the NPK building is due to the final positioning of the frame not yet being confirmed.

4.9 Municipal Community Buildings Progress: Tender B/SM 34/25 Turnkey – Engineering, Procurement and Construction (EPC) of Hybrid Inverter with Battery Storage Systems at fourteen Stellenbosch Municipality Community Buildings. The technical evaluation has been completed and the report will serve at the next Bid Adjudication Meeting in March.

4.10 Eskom Hot Water Load Control (HWLC) and RT 29-2024 Contracts for smart meters:

A new tender will be prepared with the objective of becoming effective on 1 July 2025.

4.11 The Municipality's load curtailment application is still with Eskom at present, and Eskom has committed to responding formally to the Municipality's request. The Municipality will still pursue this option but mitigating measures are in place should it not materialise.

The above projects, 4.1 to 4.10, will still be pursued by the Municipality's Alternative Energy Program with the focus on securing cheaper and renewable energy, as well as the focus on business continuity during outages and ensuring that critical plants and systems are still operational.

RECOMMENDATIONS FROM THE EXECUTIVE MAYOR, IN CONSULTATION WITH THE EXECUTIVE MAYORAL COMMITTEE, TO COUNCIL: 2025-03-24: ITEM 7.6.1

that Council notes the latest progress with the Alternative Energy Generation projects in implementation at present.

FOR FURTHER DETAILS CONTACT:

NAME	***Nombulelo Zwane / Rendani Makungo***
POSITION	***Senior Manager: Electrical Services***
DIRECTORATE	***Infrastructure Services***
CONTACT NUMBERS	***021 808 8770/ 021 808 8333***
E-MAIL ADDRESS	nombulelo.zwane@stellenbosch.gov.za / rendani.makugo@stellenbosch.gov.za
REPORT DATE	***27 February 2025***

7.6.2	REQUEST FOR THE CLOSURE OF NAGTEGAAL ROAD, ONDER-PAPEGAAIBERG

Collaborator No: 782377
IDP KPA Ref No: Good Governance and Compliance
Meeting Date: 24 March 2025

1. SUBJECT: REQUEST FOR THE CLOSURE OF NAGTEGAAL ROAD, ONDER-PAPEGAAIBERG

2. PURPOSE

That Council takes note of this report and approves the proposals contained herein.

3. DELEGATED AUTHORITY

Municipal Council.

4. EXECUTIVE SUMMARY

The Municipality had received requests from the public, for the permanent closure of Nagtegaal Road, at its intersection with Devon Valley Road in Onder-Papegaaiberg.

In March 2024 the Municipality commissioned a detailed Traffic Impact Study to confirm the nature and extent of the traffic impacts. The Traffic Impact Study recommended the closure of Nagtegaal Road.

The proposed closure was tabled before Council in November 2024, where Council noted the contents of the report (and its Traffic Study) and approved the advertisement of the road closure for public comment, see **ANNEXURE A**.

Comments received proposed improved traffic calming measures on surrounding roads and a U-Turn facility and the point of the closure, see Annexure B. All proposals from the public participation process were evaluated and found to be valid and warranted and are also supported by the Directorate.

It is therefore proposed that cost of the closure, which will include traffic calming on surrounding roads and well as the U-turn facility, be budgeted for in the next budget cycle. Implementation which will include design and construction, can commence once the budget is approved and becomes available.

RECOMMENDATIONS FROM THE EXECUTIVE MAYOR, IN CONSULTATION WITH THE EXECUTIVE MAYORAL COMMITTEE, TO COUNCIL: 2025-03-24: ITEM 7.6.2

(a) that Council takes note of the comments received and the Directorates view;

(b) that Council approves the closure of Nagtegaal Road;

(c) that the cost for the closure and associated works be budgeted for in the next budget cycle; and

(d) that implementation of the closure, which includes design and construction commences once the budget is approved and becomes available.

FOR FURTHER DETAILS CONTACT:

Name	**Shane Chandaka**
Position	***Director***
Directorate	***Infrastructure Services***
Contact Numbers	***021 808 8213***
E-mail Address	***Shane.Chandaka@stellenbosch.gov.za***
Report Date	***14 March 2025***

7.7	**PARKS AND OPEN SPACES: (PC: N OLAYI)**

NONE

7.8	**PLANNING AND LOCAL ECONOMIC DEVELOPMENT AND TOURISM :(PC: DEPUTY MAYOR M SLABBERT)**

7.8.1	**REVISED TERMS OF REFERENCE REVISION 1 AND CODE OF CONDUCT FOR THE ESTABLISHMENT OF A STELLENBOSCH MUNICIPALITY CONSERVATION ADVISORY COMMITTEE (SMCAC) AND TO ALLOW THE DIRECTORATE: PLANNING AND ECONOMIC DEVELOPMENT TO PLACE ADVERTISEMENTS TO INVITE SUITABLY QUALIFIED AND EXPERIENCED PERSONS TO APPLY TO SERVE AS MEMBERS OF SMCAC**

Collaborator No:
IDP KPA Ref No: **Good Governance and Compliance**
Meeting Date: **24 March 2025**

1. SUBJECT: REVISED TERMS OF REFERENCE REVISION 1 AND CODE OF CONDUCT FOR THE ESTABLISHMENT OF A STELLENBOSCH MUNICIPALITY CONSERVATION ADVISORY COMMITTEE (SMCAC) AND TO ALLOW THE DIRECTORATE: PLANNING AND ECONOMIC DEVELOPMENT TO PLACE ADVERTISEMENTS TO INVITE SUITABLY QUALIFIED AND EXPERIENCED PERSONS TO APPLY TO SERVE AS MEMBERS OF SMCAC

2. PURPOSE

To provide the Council with the Revised Terms of Reference and Code of Conduct for the Establishment of the Conservation Advisory Committee as required in terms of Section 249 of the Stellenbosch Municipality Zoning Scheme Bylaw, 2024, and to obtain the required approval to place advertisements for the invitation for members to serve on the said Committee.

3. DELEGATED AUTHORITY

Council.

4. EXECUTIVE SUMMARY

Section 249 of the Stellenbosch Municipality Zoning Scheme Bylaw, 2024 stipulates the following:

"*(1) The Municipality shall establish a Conservation Advisory Committee, which may consist of various sub-committees for different overlay zone areas, to make recommendations on planning applications in Urban and Rural Conservation Overlay zones."*

RECOMMENDATIONS FROM THE EXECUTIVE MAYOR, IN CONSULTATION WITH THE EXECUTIVE MAYORAL COMMITTEE, TO COUNCIL: 2025-03-24: ITEM 7.8.1

(a) that Council approve the Terms of Reference Revision 1 for the Establishment of the Conservation Advisory Committee, as contained in **APPENDIX 1** of this report;

(b) that Council approves the revised Code of Conduct Revision 1 of the Members of the Conservation Advisory Committee as contained in **APPENDIX 2** of this report;

(c) that Council approves that the Directorate: Planning and Economic Development commence with a process to place an advertisement that will invite suitably qualified and experienced persons to apply to serve as Members of the Conservation Advisory Committee; and

(d) that Council notes that the Directorate: Planning & Economic Development will submit the preferred candidates to serve as members of the Conservation Advisory Committee, to Council for approval.

FOR FURTHER DETAILS CONTACT:

NAME	Katherine Robinson
POSITION	Senior Heritage Planner
DIRECTORATE	Planning and Economic Development
CONTACT NUMBERS	021 808 8608
E-MAIL ADDRESS	Katherine.Robinson@stellenbosch.gov.za
REPORT DATE	20 February 2025

7.9	COMMUNITY SERVICES:(PC: CLLR X KALIPA)

7.9.1	FEEDBACK RECEIVED FROM FRANSCHHOEK RUGBY CLUB COUNCIL 2024-11-27/10.9.2

Collaborator No: 782276
IDP KPA Ref No: Valley of Opportunity
Meeting Date: 24 March 2025

1. SUBJECT: FEEDBACK RECEIVED FROM FRANSCHHOEK RUGBY CLUB COUNCIL 2024-11-27/10.9.2

2. PURPOSE

To consider the feedback received from Franschhoek Rugby Club relating to the Council decision to pay back the donation.

3. DELEGATED AUTHORITY

Council

4. EXECUTIVE SUMMARY

Council decided that two organisations who were found to be in contravention of the Grant in Aid policy must pay back the donations received and that they are eligible to apply again for Grant in Aid after a period of 12 months.

The council decision was communicated to both organisations on 2024-01-20 **(ANNEXURE 1).** Two written responses **(ANNEXURE 2)** were received from Franschhoek Rugby Club on 2025-01-27 wherein they make some requests.

RECOMMENDATIONS FROM THE EXECUTIVE MAYOR, IN CONSULTATION WITH THE EXECUTIVE MAYORAL COMMITTEE, TO COUNCIL: 2025-03-24: ITEM 7.9.1

(a) that the communication between the municipality and Franschhoek Rugby Club be noted; and

(b) that the amount required to be paid back by Franschhoek Rugby Club remains at R 40 000,00;

(c) that the arrangements relating to the repayment of monies owed be dealt with in line with the approved debt collection policy; and

(d) that the full amount of R 40 000 be paid back over 36 months and should they default on the payment arrangement they will not be eligible for future applications.

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	2025-01-29

7.10	RURAL MANAGEMENT AND ENVIRONMENT: (PC: CLLR C MANUEL)

7.10.1	STELLENBOSCH MUNICIPALITY NATURE AREAS BY-LAW

Collaborator No: 781075
IDP KPA Ref No: Valley of Opportunity
Meeting Date: 24 March 2025

1. SUBJECT: STELLENBOSCH MUNICIPALITY NATURE AREAS BY-LAW

2. PURPOSE

The Stellenbosch Municipality Nature Areas By-Law (February 2025) (**ANNEXURE A**) has been prepared to give effect to the rights contained in Section 24 of the Constitution of the Republic of South Africa (1996) and numerous other legislations as it pertains to the management of Stellenbosch Municipality's nature areas. Following the Council Resolution of 2024-10-30, referred to in section 6.6 below, the draft by-law (August 2024) was advertised for public comment (**ANNEXURE B**). Comment received during this period (**ANNEXURE C**) has been considered and various amendments made (**ANNEXURE D**) culminating in the above document presented to the Council for approval.

3. DELEGATED AUTHORITY

Council of Stellenbosch Municipality.

4. EXECUTIVE SUMMARY

Stellenbosch Municipality owns a number of properties throughout the WC024 area. Among these properties are areas formally declared as nature reserves and areas historically used for forestry. These areas cover an area of approximately 2 850 ha of vacant land managed by the Section: Environmental Management (Directorate: Community and Protection Services, Department: Community Services).

A Stellenbosch Municipality Nature Areas By-Law has been prepared to give effect to the right contained in Section 24 of the Constitution of the Republic of South Africa (1996), the municipality's responsibilities as prescribed by the National Environmental Management: Protected Area Act (57 of 2003), the National Environmental Management: Biodiversity Act (10 of 2004) and the Veld Fire Act, among other legislation, and to ensure that Stellenbosch Municipality's nature areas are managed and used in a responsible- and sustainable manner.

RECOMMENDATIONS FROM THE EXECUTIVE MAYOR, IN CONSULTATION WITH THE EXECUTIVE MAYORAL COMMITTEE, TO COUNCIL: 2025-03-24: ITEM 7.10.1

(a) that Council approves the Draft Stellenbosch Municipality Nature Areas By-Law (February 2025); and

(b) that Council approves of the completion of the administrative process of gazetting the by-law as the Stellenbosch Municipality Nature Areas By-Law.

7.11	MUNICIPAL MANAGER

7.11.1	ADOPTION OF THE REVISED STRATEGIC AND OPERATIONAL RISK REGISTER FOR THE 2024/2025 FINANCIAL YEAR

Collaborator No:
IDP KPA Ref No: **Good Governance and Compliance**
Meeting Date: **24 March 2025**

1. SUBJECT:ADOPTION OF THE REVISED STRATEGIC AND OPERATIONAL RISK REGISTER FOR THE 2024/2025 FINANCIAL YEAR

2. PURPOSE

To submit the Strategic and Operational Risk Register for the 2024/2025 financial year for Council approval.

3. DELEGATED AUTHORITY

Council.

4. EXECUTIVE SUMMARY

Municipal Governance best practice as well the Municipal Finance Management Act (MFMA), Act 56 of 2003, requires municipalities to have an effective risk management mechanism to stay abreast of prevalent risks and to determine the risk appetite. To ensure effectiveness, a municipality must focus its attention and resources on the areas of most significant risk and concern to stakeholders. To this end, Stellenbosch Municipality has undertaken the practice of adopting a Strategic Risk Register which identifies strategic and operational risk at a corporate level to ensure that risks which could hamper service delivery, and the strategic objectives are identified and linked to appropriate actions to mitigate the risks.

Due to the changing dynamics in the external environment with impact municipal services, amendments to the Strategic Risk Register was necessitated to ensure that the municipalities remain appropriately responsive to the risk environment.

The Stellenbosch Municipality is committed to effective risk management in order to achieve the municipality’s vision, service delivery, and strategic objectives and to ensure appropriate outcomes for the community.

RECOMMENDATIONS FROM THE EXECUTIVE MAYOR, IN CONSULTATION WITH THE EXECUTIVE MAYORAL COMMITTEE, TO COUNCIL: 2025-03-24: ITEM 7.11.1

that Council approves the Strategic and Operational Risk Register **(ANNEXURE A)** for the 2024/2025 financial year.

NAME	***Helena Priem***
POSITION	***Chief Risk Officer***
DIRECTORATE	***Office of the Municipal Manager***
CONTACT NUMBERS	***8157***
E-MAIL ADDRESS	***Helena.priem@stellenbosch.gov.za***
REPORT DATE	***3 March 2025***

7.11.2	ADOPTION OF THE REVISED ANTI FRAUD AND CORRUPTION PREVENTION PLAN FOR THE 2024/2025 FINANCIAL YEAR

Collaborator No:
IDP KPA Ref No: **Good Governance and Compliance**
Meeting Date: **24 March 2025**

1. SUBJECT: ADOPTION OF THE REVISED ANTI FRAUD AND CORRUPTION PREVENTION PLAN FOR THE 2024/2025 FINANCIAL YEAR

2. PURPOSE

To submit the Fraud and Corruption Prevention Plan for the 2024/2025 financial year to Council for approval.

3. DELEGATED AUTHORITY

Council.

4. EXECUTIVE SUMMARY

The policy makes provision for an internal Fraud Response Unit and re-establishes the managerial duties to ensuring ethical behaviour at all levels of the municipality.

In terms of Section 79 of the Local Government Municipal Structures Act 117 of 1998, a Municipal Council may establish one or more committees necessary for the effective and efficient performance of its functions or the exercise of any of its powers. The Council appoints the members ot these committees and may dissolve the committee or remove a member at any given time. The Council must determine the functions of a Section 79 committee and may determine its procedures.

The Audit and Performance Committee assist the Executive Management and Council in advising and monitoring the Municipality's compliance with legislation and all other acts, codes of conduct etc. relevant to fraud risk management.

RECOMMENDATIONS FROM THE EXECUTIVE MAYOR, IN CONSULTATION WITH THE EXECUTIVE MAYORAL COMMITTEE, TO COUNCIL: 2025-03-24: ITEM 7.11.2

that Council adopts the Revised Anti-Fraud and Corruption Plan for the 2024/2025 **(ANNEXURE A)** financial year.

NAME	***Helena Priem***
POSITION	***Chief Risk Officer***
DIRECTORATE	***Office of the Municipal Manager***
CONTACT NUMBER/S	***8157***
E-MAIL ADDRESS	***helena.priem@stellenbosch.gov.za***
REPORT DATE	***3 March 2025***

7.11.3	ADOPTION OF THE WHISTLEBLOWING POLICY

Collaborator No:
IDP KPA Ref No: **Good Governance and Compliance**
Meeting Date: **24 March 2025**

1. SUBJECT: ADOPTION OF THE WHISTLEBLOWING POLICY

2. PURPOSE

To submit the Stellenbosch Municipality Whistleblowing policy to Council for adoption.

3. DELEGATED AUTHORITY

Council.

2. EXECUTIVE SUMMARY

Whistleblowing serves as an early warning system that can prevent potential risks to the organisation. By implementing an effective policy that promotes whistleblowing, the Municipality can identify when something is amiss and take the requisite corrective action in a timely manner. It also encourages effective communication within organisations.

RECOMMENDATIONS FROM THE EXECUTIVE MAYOR, IN CONSULTATION WITH THE EXECUTIVE MAYORAL COMMITTEE, TO COUNCIL: 2025-03-24: ITEM 7.11.3

that Council adopts the Whistleblowing Policy (**ANNEXURE A**).

NAME	***Helena Priem***
POSITION	***Chief Risk Officer***
DIRECTORATE	***Office of the Municipal Manager***
CONTACT NUMBERS	***8157***
E-MAIL ADDRESS	***Helena.priem@stellenbosch.gov.za***
REPORT DATE	***3 March 2025***

7.11.4	2025/2026 GRANT IN AID APPLICATIONS AND RECOMMENDED DONATIONS

Collaborator No: **782136**
IDP KPA Ref No: **Good Governance and Compliance**
Meeting Date: **24 March 2025**

1. SUBJECT:2025/2026 GRANT IN AID APPLICATIONS AND RECOMMENDED DONATIONS

2. PURPOSE

To obtain Council's approval for Grant-in-Aid (GiA) applications and recommended donations for the financial year 2025-2026.

3. DELEGATED AUTHORITY

FOR DECISION BY MUNICIPAL COUNCIL

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

4. EXECUTIVE SUMMARY

The Grant-in-Aid policy aims to provide a framework for Grant-in-Aid to non-governmental organisations (NGOs), community-based organisations (CBOs), non-profit organisations (NPOs) or non-profit companies (NPC), Public Benefit Organisations (PBO's) and bodies that are used by government as an agency to serve the poor, marginalised or otherwise vulnerable as envisaged by the Grant in Aid Policy approved at the Council Meeting in May 2024.

In terms of Council's Grant-in-Aid Policy, proposals were called for by means of advertisement in the press on 19 September 2024 (Eikestad Nuus) and on the municipal website and Facebook page.

The advertisement included an invitation to attend one of three compulsory workshops on either 14-16 October 2024 to assist and give guidance on the policy and application procedure. One hundred and sixty-two (162) persons attended the workshops.

A workshop to assist with capacity building of small, emerging organisations was conducted during October 2024 focussing on financial management. The workshop was attended by ninety (90) persons.

By the closing date (22 November 2024), 95 applications were received of which one was withdrawn.

RECOMMENDATIONS FROM THE EXECUTIVE MAYOR, IN CONSULTATION WITH THE EXECUTIVE MAYORAL COMMITTEE, TO COUNCIL: 2025-03-24: ITEM 7.11.4

(a) that Council notes the organisations that are receiving funding are organisations or bodies serving the poor;

(b) that Council support the continuation of the food garden project and approve the donation to SA Institute for Entrepreneurship to conclude the final year of the three-year Cat B donation;

(c) that Council support the implementation of day services for persons who are homeless and approve the deferment of the approved 2024/2025 Cat B application to commence in 2025/2026;

(d) That Council notes that the Cat A donation allows for a maximum amount of R40 000 to be allocated per organisation;

(e) That Council consider and approve the recommended donations to organizations as per attached detailed register for public participation as part of the draft budget.

(f) That the Accounting Officer certifies to the Auditor General that the compliance requirements in terms of section 67 (1) (a) of the MFMA are uneconomical and unreasonable for organisations receiving Cat A donation.

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	*14-03-2025*

8.	REPORTS SUBMITTED BY THE EXECUTIVE MAYOR

NONE

9.	URGENT MATTERS

9.1	REQUEST BY CITY OF CAPE TOWN TO INCLUDE ERF 6480 INTO THE MUNICIPAL BOUNDARIES OF THE CITY OF CAPE TOWN

Collaborator No:
IDP KPA Ref No: **Good Governance and Compliance**
Meeting Date: **24 March 2025**

1. SUBJECT: REQUEST BY CITY OF CAPE TOWN TO INCLUDE ERF 6480 INTO THE MUNICIPAL BOUNDARIES OF THE CITY OF CAPE TOWN

2. PURPOSE

For Council to consider a request by the Mayor of the City of Cape Town to support the request for an urgent adjustment of the municipal boundary to include Erf 6480, Somerset West, into the jurisdiction area of the City of Cape Town.

3. DELEGATED AUTHORITY

Council.

4. EXECUTIVE SUMMARY

Stellenbosch Municipality received a request from the City of Cape Town to include Erf 6480, located in the Helderberg precinct, Somerset West into the municipal area of jurisdiction of the City of Cape Town.

The subject property was originally part of the former Helderberg Municipality, now incorporated into the City of Cape Town Municipality. However, following the municipal restructuring process in 2000, it was, for some unknown reason, reallocated to fall under the jurisdiction area of the Stellenbosch Municipality. Despite this, the property remains functionally an enclave within the urbanized area of the City of Cape Town. The property was not included within the City's municipal borders during the 2023/24 redetermination of the municipal boundaries process undertaken by the Municipal Demarcation Board. This current request is to urgently approach the Municipal Demarcation Board to rectify the mistake by including the property within the City of Cape Town's municipal borders.

The Mayor of the City of Cape Town would like to enlist the support of the Council of Stellenbosch Municipality to submit a request for the urgent amendment of the municipal boundary to the Municipal Demarcation Board. This will allow the City to finalize a land use management application process to obtain the necessary development rights to build a school on Erf 6840, Somerset West.

The request was circulated amongst the Directorates who indicated that Erf 6840, Somerset West, remains functionally an enclave within the urbanized area of the City of Cape Town and thus supported the request.

The request by the Mayor of the City of Cape Town addressed to the chairperson of the Municipal Demarcation Board and the Mayor of Stellenbosch is attached as **APPENDIX 1** to this report and the letter by the Executive Director: Spatial Planning and Environment of the City of Cape Town is attached as **APPENDIX 2**.

RECOMMENDATIONS FROM THE EXECUTIVE MAYOR, IN CONSULTATION WITH THE EXECUTIVE MAYORAL COMMITTEE, TO COUNCIL: 2025-03-24: ITEM 9.1

(a) that Council **takes note** of the written request received from the City of Cape Town requesting Stellenbosch Municipality's support and concurrence with their request to the Municipal Demarcation Board for an urgent redetermination of the municipal boundaries of the City of Cape Town and the Stellenbosch Municipality so that Erf 6840, Somerset West can be included within the municipal boundaries of the City of Cape Town;

(b) that Council **supports and concurs** with the request of the City of Cape Town for the urgent redetermination of the municipal boundaries of the City of Cape Town and the Stellenbosch Municipality in order to include Erf 6840, Somerset West within the municipal boundary of the City of Cape Town; and

(c) that Council, based on (a) and (b) above, empowers the Municipal Manager to draft and submit a communication to the Municipal Demarcation Board to support the request of the City of Cape Town for an urgent redetermination of municipal boundaries so that Erf 6840, Somerset West can be included within the municipal boundaries of the City of Cape Town.

NAME	**A BARNES**
POSITION	***Director: Planning and Economic Development***
DIRECTORATE	***Planning and Economic Development***
CONTACT NUMBERS	***021-8088491***
E-MAIL ADDRESS	***Anthony.Barnes@stellenbosch.gov.za***
REPORT DATE	***19/03/2025***

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

SEE PINK DOCUMENTATION.

Meeting adjourned at 14:20

CHAIRPERSON: ……

DATE: ……

Confirmed on ……

6.	**STATUTORY MATTERS**

6.1	**GRANTS ADJUSTMENTS BUDGET 2024/2025**

Collaborator No:
IDP KPA Ref No: **Good Governance and Compliance**
Meeting Date: **16 April 2025**

1. SUBJECT:GRANTS ADJUSTMENTS BUDGET 2024/2025

2. PURPOSE

Is to table the adjustments budget for the 2024/2025 financial year to Council for approval. The adjustments budget arises from the additional allocation, as per the Government Gazette No. 52381 issued by National Treasury, dated 25 March 2025.

3. DELEGATED AUTHORITY

FOR APPROVAL BY MUNICIPAL COUNCIL

4. EXECUTIVE SUMMARY

Approval was granted for additional funding for the Integrated National Electrification Programme (INEP).Attached as **APPENDIX 1** is an executive summary by the Accounting Officer.

5. RECOMMENDATIONS

(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).

6. DISCUSSION / CONTENTS

6.1 <u>Background/ Legislative Framework</u>

<u>In terms of section 28 (2) of the Municipal Finance Management Act:</u>

"(2) An adjustments budget—

(b) may appropriate additional revenues that have become available over and

above those anticipated in the annual budget; and

According to regulation 23 (3) of the Municipal Budget and Reporting Regulations:

"23. (3) If a national or provincial adjustments budget allocates or transfers additional revenues to a municipality, the mayor of the municipality must, at the next available council meeting, but within 60 days of the approval of the relevant national or provincial adjustments budget, table an adjustments budget referred to in section 25(2)(b) of the Act in the municipal council to appropriate these additional revenues"

6.2 Discussion

This adjustments budget addresses the additional allocation received for the Integrated National Electrification Programme (INEP) for the 2024/2025 financial year. The approved amount to be transferred to the municipality is R4 500 000 (R4.5million) during the 2024/2025 financial year.

Capital Adjustments Budget

Council approved an amended Capital Budget for the 2024/2025 financial year amounting to R 520 012 559 in February 2025. This adjustment budget effectively changes the approved grants adjustments budget by means of the increase in the capital budget which emanates from the additional allocation received for the Integrated National Electrification Programme (INEP) for the 2024/2025 financial year.

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

Operating Revenue Adjustments Budget

Council approved an amended Operating Revenue Budget for the 2024/2025 financial year amounting to R 2 716 663 315 in February 2025. This adjustment budget effectively changes the approved amended revenue budget by means of an increase in grant revenue (transfer and subsidies: capital) for the 2024/2025 financial year, which arises from the additional allocation received for the Integrated National Electrification Programme (INEP) for the 2024/2025 financial year.

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

Operating Expenditure Adjustments Budget

Council approved an amended Operating Expenditure Budget for the 2024/2025 financial year amounted to R2 522 842 931 in January 2025. No adjustments were made regarding the Operational Expenditure Budget.

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

6.3 Financial Implications

Financial impact is reflected in the appendices.

6.4 External Loans

None.

6.5 Legal Implications

The item is compliant with the relevant legislative framework.

6.6 Staff Implications

None

6.7 Previous / Relevant Council Resolutions:

29th Council Meeting on 26th February 2025 - Item 8.2.

6.8 Risk Implications

None**.**

6.9 Comments from Senior Management:

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

6.9.1 *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	***08 April 2025***

ANNEXURE A

STELLENBOSCH
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STELLENBOSCH MUNICIPALITY

GRANTS ADJUSTMENTS BUDGET DOCUMENTATION

APRIL 2025

Contents

1. Appendix 1: Executive Summary……..……...……...3

2. Appendix 2: Adjustments Budget: Detail Projects……..7

3. Appendix 3: Adjustments Budget Tables (Schedule B)..……11

4. Appendix 4: Adjustments Budget Supporting Schedules.....……....33

5. Appendix 5: Municipal Manager’s Quality Certification...……...71

APPENDIX 1

Executive Summary

Overview

This adjustments budget emanates from the additional conditional grant funding received from National Treasury.

The additional allocation for the Integrated National Electrification Programme (INEP) is per the Government Gazette No. 52381 issued by National Treasury. Enoch Godongwana, in his capacity as the Minister of Finance, published on the 25th of March 2025, in accordance with section 18 and 19 of the Division of Revenue Act, 2024 (Act No. 24 of 2024) (DoRA), the explanatory memorandum, schedules and the local government conditional grant frameworks pertaining to additional allocations, stopping and reallocation of grants.

The amendments in funds have been adjusted in terms of section 28 (2) (b) of the Municipal Finance Management Act (Act 56 of 2003) and regulation 23 (3) of the Municipal Budget & Reporting Regulations (Government gazette No. 32141 dated 17 April 2009).

The breakdown in the additional conditional grant is as follow:

Grants	Type	Approved Budget	Grant adjustments	Adjustments Budget
Integrated National Electrification Programme	Capital	5 056 000	4 500 000	9 556 000
		5 056 000	**4 500 000**	**9 556 000**

Capital Adjustments Budget for 2024/2025

	2024/2025 Approved Budget	2024/2025 Adjustments Budget	%
Capital Budget	520 012 559	524 512 559	0.009 %

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	234 652 040	46%	234 652 040	45%
Development Contribution	35 799 541	7%	35 799 541	7%
External Funding				
External Loans	118 845 659	23%	118 845 659	23%
National Grants	95 715 522	18%	100 215 522	19%
Provincial Grants	34 999 797	7%	34 999 797	7%
	520 012 559		**524 512 559**	

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 Economic Development	35 083 324	7%	35 083 324	7%
Infrastructure Services	365 015 692	70%	369 515 692	70%
Corporate Services	51 356 523	10%	51 356 523	10%
Community and Protection Services	67 117 020	13%	67 117 020	13%
Financial Services	1 400 000	0%	1 400 000	0%
TOTALS	**520 012 559**		**524 512 559**	

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 Economic Development	40 244 102	1%	40 244 102	1%
Infrastructure Services	1 812 848 964	67%	1 817 348 964	67%
Corporate Services	12 792 310	0%	12 792 310	0%
Community and Protection Services	204 053 158	8%	204 053 158	7%
Financial Services	646 724 781	24%	646 724 781	24%
TOTALS	**2 716 663 315**		**2 721 163 315**	

Adjustments to Operating Expenditure

The operating expenditure budget per directorate is as follows:

Directorate	Total Approved Budget (R)	%	Total Adjustments Budget (R)	%
Municipal Manager	17 694 235	1%	17 694 235	1%
Planning and Economic Development	113 805 055	5%	113 805 055	5%
Infrastructure Services	1 505 711 817	60%	1 505 711 817	60%
Corporate Services	219 329 450	9%	219 329 450	9%
Community and Protection Services	528 743 415	21%	528 743 415	21%
Financial Services	137 558 959	5%	137 558 959	5%
TOTALS	**2 522 842 931**		**2 522 842 931**	

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	-	17 694 235	40 000	17 734 235
Planning & Economic Development	40 244 102	113 805 055	35 083 324	148 888 379
Infrastructure Services	1 817 348 964	1 505 711 817	369 515 692	1 875 227 509
Corporate Services	12 792 310	219 329 450	51 356 523	270 685 973
Community and Protection Services	204 053 158	528 743 415	67 117 020	595 860 435
Financial Services	646 724 781	137 558 959	1 400 000	138 958 959
Total Budget	**2 721 163 315**	**2 522 842 931**	**524 512 559**	**3 047 355 490**

APPENDIX 2

Capital Adjustments Budget for 2024/2025

The following funds per directorate are to be adjusted:

Directorate	Approved Budget	Grant adjustments	Adjustments Budget
Municipal Manager	40 000	-	40 000
Planning and Economic Development	35 083 324	-	35 083 324
Infrastructure Services	365 015 692	4 500 000	369 515 692
Corporate Services	51 356 523	-	51 356 523
Community and Protection Services	67 117 020		67 117 020
Financial Services	1 400 000	-	1 400 000
TOTALS	**520 012 559**	**4 500 000**	**524 512 559**

The Capital projects to be adjusted are as follows:

Projects	Fund	Approved Budget	Grant adjustments	Adjustments Budget	Motivation
Infrastructure Services		**-**	**4 500 000**	**4 500 000**	
Electrical Services		**-**	**4 500 000**	**4 500 000**	
Kayamandi new substation 11kV switching station	INEP	-	4 500 000	4 500 000	Adjust the budget in line with the gazetted additional allocation received for the Integrated National Electrification Programme (INEP).
TOTAL - Capital		**-**	**4 500 000**	**4 500 000**	

Adjustments to Operational Expenditure

The revised operating expenditure budget per Directorate is as follows:

Directorate	Approved Budget	Grant adjustments	Adjustments Budget
Municipal Manager	17 694 235	-	17 694 235
Planning and Economic Development	113 805 055	-	113 805 055
Infrastructure Services	1 505 711 817	-	1 505 711 817
Corporate Services	219 329 450	-	219 329 450
Community and Protection Services	528 743 415	-	528 743 415
Financial Services	137 558 959	-	137 558 959
Total Expenditure	**2 522 842 931**	**-**	**2 522 842 931**

No adjustments were made to the operating expenditure budget.

Adjustments to Operational Revenue

The revised operating income budget per Directorate is as follows:

Directorate	Approved Budget	Grant adjustments	Adjustments Budget
Municipal Manager	-	-	-
Planning and Economic Development	40 244 102	-	40 244 102
Infrastructure Services	1 812 848 964	4 500 000	1 817 348 964
Corporate Services	12 792 310	-	12 792 310
Community and Protection Services	204 053 158	-	204 053 158
Financial Services	646 724 781	-	646 724 781
Total Revenue	**2 716 663 315**	**4 500 000**	**2 721 163 315**

The detailed list of the adjustments made is as follows:

Department	Description	Fund	Approved Budget	Grant Adjustments	Adjusted Budget	Motivation
Infrastructure Services						
Electrical Services	Revenue:Non-exchange Revenue:Transfers and Subsidies:Capital:Monetary Allocations:National Government:Integrated National Electrification Programme	INEP	1 975 000	4 500 000	6 475 000	Adjust the revenue budget in line with the additional allocation per the gazette for the Integrated National Electrification Programme.
Sub Total: Electrical Services			**1 975 000**	**4 500 000**	**6 475 000**	
TOTAL - Operational Revenue			**1 975 000**	**4 500 000**	**6 475 000**	

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
Adjustments Budget Summary	B1
Adjustments Budget Financial Performance by standard	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:

6.2	**OVERSIGHT ROLE OF COUNCIL: SUPPLY CHAIN MANAGEMENT POLICY-REPORT ON THE IMPLEMENTATION OF THE SUPPLY CHAIN MANAGEMENT POLICY OF STELLENBOSCH MUNICIPALITY: QUARTER 3 (01 JANUARY 2025 – 31 MARCH 2025)**

Collaborator No:
IDP KPA Ref No: **Good Governance and Compliance**
Meeting Date: **16 April 2025**

1. SUBJECT:OVERSIGHT ROLE OF COUNCIL: SUPPLY CHAIN MANAGEMENT POLICY-REPORT ON THE IMPLEMENTATION OF THE SUPPLY CHAIN MANAGEMENT POLICY OF STELLENBOSCH MUNICIPALITY: QUARTER 3 (01 JANUARY 2025 – 31 MARCH 2025)

2. PURPOSE

To submit to Management a report for the period 01 January 2025 – 31 March 2025 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 2024/2025 determines that the Accounting Officer must within 10 days at the end of each quarter; submit a report on the implementation of the SCM Policy to the Executive Mayor. This report must be made public in accordance with section 21A of the Municipal Systems Act (32 of 2000).

4. EXECUTIVE SUMMARY

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

5. RECOMMENDATIONS

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

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

6 DISCUSSION/CONTENTS

6.1 Background

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

6.2 Constitutional and Policy Implications

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

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

6.3 Environmental implications

None.

6.4 Financial Implications

The financial implications are the transactions for the procurement of goods and services that were processed during the 01 January 2025 – 31 March 2025 and the payments that will derive from these commitments.

6.5 Legal Implications

The Municipal Finance Management Act (section 112) stipulates that the SCM Policy should comply with a prescribed framework as set out in section 112(1) and section 112(2) that stipulates that the regulatory framework for the municipal supply chain management must be fair, equitable, transparent, competitive, and cost-effective. Reporting back in terms of paragraph 6(3) of the SCM Policy 2024/2025 to the Executive Mayor and Council on the implementation of the supply chain management system and processes enables the Executive Mayor and Council to maintain the oversight role over the implementation of the SCM Policy as approved by Council.

6.6 Staff Implications

None.

6.7 Previous / Relevant Council Resolutions

None.

APPENDICES

ANNEXURE A: Report for the period 01 January 2025 – 31 March 2025 on the Implementation of Council's Supply Chain Management Policy

FOR FURTHER DETAILS CONTACT:

NAME	*Dalleel Jacobs*
CONTACT NUMBERS	*8137*
E-MAIL ADDRESS	*Dalleel.Jacobs@Stellenbosch.gov.za*
DIRECTORATE	*Supply Chain Management*
REPORT DATE	*03 April 2025*

ANNEXURE A

STELLENBOSCH MUNICIPALITY

IMPLEMENTATION OF SYSTEM – SUPPLY CHAIN MANAGEMENT

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

PERIOD: 01 JANUARY 2025 – 31 MARCH 2025

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

REG. NO.	CRYPTIC DESCRIPTION OF POWER OR DUTY	POWER CURRENTLY RESIDING	DELEGATED	IMPLE-MENTED	COMMENTS
5(2)(a)	Make a final award above R10 million (VAT included).	Accounting Officer (after considering recommendation of Bid Adjudication Committee)		YES	In the third quarter, there were five (5) final awards above R10 million.
5(2)(b)	Make a final award above R 200 000.00 (VAT included), but not exceeding R10 million (VAT included).	Accounting Officer	Bid Adjudication Committee	YES	In the third quarter, there were thirteen (13) final awards above R300 000.00 but not exceeding R10 million.
5(2)(c)	Make a final award not exceeding R200 000.00(VAT included) including the appointment of consultants	Accounting Officer	CFO and Senior Manager - SCM and Senior Accountants	YES	Operational Delegations are in place with clear segregation of duties as stipulated in MFMA section 115 (b)
5(3)	Submit to the officials referred to in regulation 5(4) within five days of the end of each month a written report containing particulars of each final award, except procurements made out of petty cash, made during that month, including – (a) the amount of the award; (b) the name of the person to whom the award was made; (c) the reason why the award was made to that person; and (d) the BEE/HDI status of that entity/person.	Bid Adjudication Committee (refer regulation 5(4)(a) Chief Financial Officer – 5(4)(b)	Chief Financial Officer Senior Manager SCM	YES	**The awards made were submitted on the following dates within this quarter:** 03 February 2025 03 March 2025 03 April 2025
6(1)	Maintain oversight over the implementation of the supply chain management policy	Municipal Council		YES	The Supply Chain Management policy was submitted to council in the last quarter of the previous financial year as part of the Budget Related policies as well as during the third quarter.

REG. NO.	CRYPTIC DESCRIPTION OF POWER OR DUTY	POWER CURRENTLY RESIDING	DELEGATED	IMPLE-MENTED	COMMENTS
6(2)(a)(i)	Submit a report to the council within 30 days of the end of each financial year on the implementation of the supply chain management policy of the municipality.	Accounting Officer		YES	Done
6(2)(a)	Immediately submit a report to the council whenever there are serious and material problems in the implementation of the supply chain management policy, including such a report from any municipal entity as envisaged by this Regulation 6(2)(a)(iii)	Accounting Officer		N/A	To date no serious or material problems occurred in implementing the SCM policy.
6(3)	Submit a report to the mayor of the municipality within ten days of each quarter on the implementation of the supply chain management policy.	Accounting Officer	Chief Financial Officer	YES	Done.
7(1)	Establish a supply chain management unit.	Accounting Officer	Chief Financial Officer	YES	Unit operates under direct supervision of CFO
12(1)	Direct that: a) cash purchases up to transaction value as defined in Council's Petty Cash policy b) one verbal quotation be obtained for any specified procurement of a transaction value lower than R2,000 (VAT included) c) Formal written price quotations for procurement of goods and/or services of a transaction value between R 2, 000.00 and R 300 000.00 (VAT included) d) A competitive bidding process be followed for any specific procurement of a transaction value higher than R300 000.00	Accounting Officer	Operational delegations in place	YES	The SCM unit is responsible for procurement within these thresholds. Delegations approved and signed by the relevant officials.
12(2)(a)	Allow the Accounting Officer to lower, but not to increase, the different threshold values specified in sub regulation (1).	Accounting Officer	Chief Financial Officer	YES	Delegated officials act within delegated thresholds.

REG. NO.	CRYPTIC DESCRIPTION OF POWER OR DUTY	POWER CURRENTLY RESIDING	DELEGATED	IMPLE-MENTED	COMMENTS
14(1)(a)(ii)	Invite prospective providers of goods and services at least once a year through newspaper commonly circulating locally, the website of the municipality	Accounting Officer	Senior: Manager SCM	YES	Done
14(1)(b)	Specify the listing criteria for accredited prospective providers.	Accounting Officer	Chief Financial Officer	YES	Listing criteria is contained within the registration form.
14(1)(c)	Disallow the listing of any prospective provider whose name appears on the National Treasury's database as a person prohibited from doing business with the public sector.	Accounting Officer		YES	SCM consult National Treasury's database of defaulters before awarding of tenders and quotations.
14(2)	Update the list of prospective providers at least quarterly to include any additional prospective providers and any new commodities or types of services.	Municipal Council	Chief Financial Officer	YES	Done
15	Requesting reconciliation's on petty cash purchases on a monthly basis.	Chief Financial Officer	Manager: Expenditure section	YES	Done
16(c)	If it is not possible to obtain at least three written quotations, record and report quarterly to the accounting officer, or another official designated by the accounting officer, the reasons for this.	Accounting Officer	Chief Financial Officer	YES	**Reports were submitted on the following dates within this quarter:** 03 February 2025 03 March 2025 03 April 2025

REG. NO.	CRYPTIC DESCRIPTION OF POWER OR DUTY	POWER CURRENTLY RESIDING	DELEGATED	IMPLE-MENTED	COMMENTS
16(e)	Record the name of potential providers requested to provide written quotation with their quoted prices.	Accounting Officer	Chief Financial Officer	YES	**Reports were submitted on the following dates within this quarter:** 03 February 2025 03 March 2025 03 April 2025
17(1)(c)	Approve the recorded reasons for not obtaining at least three written price quotations.	Chief Financial Officer	Senior Manager SCM & CFO: below R200,000 Accountants: Acquisitions, Contracts and SCM: Accountant Demand and Chief Buyer**:** below R200,000	YES	
17(1)(d)	Record the names of the potential formal written price quotation providers and their written quotations.	Accounting Officer	Senior Manager: Supply Chain Management	YES	
17(2)	Report to the CFO within three days at the end of the month on any approvals given during that month by that the designed official referred to in sub-regulation (1) (c).	Chief Financial Officer	Senior Manager: Supply Chain Management	YES	
18 (a)	All requirements in excess of R30,000 (VAT included) by means of formal written price quotations should be advertised for at least 7 days on the website and municipal official website.	Chief Financial Officer	Senior Manager: Supply Chain Management	YES	Done
18 (b)	When using the list of accredited prospective providers, it should promote ongoing competition amongst providers by inviting providers to submit quotations on a rotational basis.	Chief Financial Officer	Senior Manager: Supply Chain Management	YES	Done
18(c)	Must take all reasonable steps to ensure that the procurement of goods and services through written quotations or formal written price quotations is not abused.	Accounting Officer	Chief Financial Officer	YES	Quotations and Formal written quotations are placed on the website and only opened on the closing date and time and mitigate the risks during the calling for quotations.

REG. NO.	CRYPTIC DESCRIPTION OF POWER OR DUTY	POWER CURRENTLY RESIDING	DELEGATED	IMPLE-MENTED	COMMENTS
18(d)	Notify the Accounting Officer or CFO in writing on a monthly basis of all written quotations and formal written price quotations accepted by the official acting in terms of a sub-delegation	Chief Financial Officer	Senior Manager: Supply Chain Management	YES	**Reports were submitted on the following dates within this quarter:** 03 February 2025 03 March 2025 03 April 2025
22 (b) (i)	The publication notice must contain the closure date for the submission of bids, which may not be less than 3 weeks in case of transactions over R10m (VAT included), or which are of long term nature, or 14 days in any other case, from date on which the advertisement is placed in a newspaper.	Accounting Officer	Bid Specifications Committee	YES	For quarter three, thirty-two (32) tenders specifications served before the Bid Specifications committee.
22(2)	The Accounting Officer may determine the closure date for the submission of bids which is less than the 30 days or 14 days requirement, but only if such shorter period can be justified on the grounds of urgency or emergency or any exceptional case where it is impractical or impossible to follow the official procurement process.	Accounting Officer		YES	None
23(a) (i)(ii)	The handling, opening and recording of bids should be (i) be opened in public (ii) must be opened at the same time and as soon as possible after the period for the submission of bids has expired;	Accounting Officer	Senior Manager: Supply Chain Management	YES	Done
23 (c)	(ii) make the register available for public inspection (iii) publish the entries in the register and the bid results on the website of the municipality	Accounting Officer	Senior Manager: Supply Chain Management	YES	Done
24(1)	Negotiate the final terms of a contract with bidders identified through a competitive bidding process as preferred bidders, provided that such negotiation – (a) does not allow any preferred bidder a second or unfair opportunity;	Accounting Officer	Relevant user department Head of Department or Director	YES	Provision for the signing of a Form of Tender/Service Level Agreement with successful vendors is being made in the tender documents.

REG. NO.	CRYPTIC DESCRIPTION OF POWER OR DUTY	POWER CURRENTLY RESIDING	DELEGATED	IMPLE-MENTED	COMMENTS
	(b) is not to the detriment of any other bidder; and (c) does not lead to a higher price than the bid submitted. Minutes of such negotiations must be kept.				
26(1)(b)	Appoint the members of the bid specification, evaluation and adjudication committees, taking into account Section 117 of the MFMA.	Accounting Officer		YES	Done
26(1)(c)	Appoint a neutral or independent observer to a bid specification, evaluation or adjudication committee for an attendance and oversight process when this is appropriate for ensuring fairness and promoting transparency.	Accounting Officer		N/A	Not Applicable
26(3)	Apply the committee system to formal written price quotations.	Accounting Officer		N/A	Committee system is applied for goods/services above R300 000.00
27(1)	Compile specifications for the procurement of goods and services by the municipality.	Accounting Officer	Bid Specifications Committee, upon advice of the relevant user department	YES	The Director signs for items to serve on Specification committee.
27(2)(g)	Approve specifications compiled by the bid specification committee prior to publication of the invitation for bids.	Accounting Officer	Bid Specifications Committee, upon advice of the relevant user department	YES	The specifications are accompanied with a questionnaire that the relevant department has to complete. Meetings are held according pre-determined schedule.
28(1)(a)	Evaluate bids in accordance with – (i) the specifications for a specific procurement ; and (ii) the points system as must be set out in the supply chain management policy of the municipality in terms of Regulation 27(2)(f) and a prescribed in terms of the Preferential Procurement Policy Framework Act.	Accounting Officer	Bid Evaluation Committee upon advice of the relevant user department.	YES	Have regular BEC meetings.
28(1)(b)	Evaluate each bidder's ability to execute the contract.	Accounting Officer	Bid Evaluation Committee,	YES	Currently part of the Standard

REG. NO.	CRYPTIC DESCRIPTION OF POWER OR DUTY	POWER CURRENTLY RESIDING	DELEGATED	IMPLE-MENTED	COMMENTS
			upon advice from SCM		Evaluation Report
28(1)(c)	Check in respect of the recommended bidder whether municipal rates and taxes and municipal service charges are not in arrears.	Accounting Officer	Bid Evaluation Committee	YES	It has a screening list that has to be completed.
28(1)(d)	Submit to the adjudication committee a report and recommendations regarding the award of the bid or any other related matter.	Bid Evaluation Committee		YES	Currently part of the Standard Evaluation Report
29(1)(a)	Consider the report and recommendations of the bid evaluation committee .	Accounting Officer	Bid Adjudication Committee	YES	In the third quarter there were ten (10) BAC meetings
29(1)(b)(i)	For bids above R10 million, the SCM BAC will make recommendation to the Municipal Manager to make the final award.	Accounting Officer		YES	In the third quarter there were five (5) final awards above R10 million.
29(1)(b)(ii)	Make another recommendation to the accounting officer on how to proceed with the relevant procurement.	Accounting Officer		YES	None.
29(3)	Appoint the chairperson of the bid adjudication committee.	Accounting Officer		YES	Done
29(5)(a)	If a bid adjudication committee decides to award a bid other than the one recommended by the bid evaluation committee, the bid adjudication committee must prior to awarding the bid – (i) check in respect of the preferred bidder whether that bidder's municipal rates and taxes and municipal service charges are not in arrears; and (ii) notify the accounting officer.	Bid Adjudication Committee		YES	None

REG. NO.	CRYPTIC DESCRIPTION OF POWER OR DUTY	POWER CURRENTLY RESIDING	DELEGATED	IMPLE-MENTED	COMMENTS
29(5)(b)	(i) After due consideration of the reasons for the deviation, ratify or reject the decision of the bid adjudication committee referred to in Regulation 29(5)(a); and (ii) If the decision of the bid adjudication committee is rejected, refer the decision of the adjudication committee back to that committee for reconsideration.	Accounting Officer		YES	None
29(6)	Refer any recommendation made by the evaluation committee or adjudication committee back to that committee for reconsideration of the recommendation.	Accounting Officer		YES	One (1) tender was referred back to the BEC in the third quarter
29(7)	Comply with Section 114 of the MFMA within ten working days.	Accounting Officer		YES	Not applicable
31(1)	Request the State Information Technology Agency (SITA) to assist the municipality with the acquisition of IT related goods or services through a competitive bidding process.	Accounting Officer	Bid Adjudication Committee	YES	Not Applicable
31(2)	Enter into a written agreement to regulate the services rendered by, and the payments made to, SITA.	Accounting Officer		YES	Not Applicable
31(3)	Notify SITA together with a motivation of the IT needs of the municipality if – (a) the transaction value of IT related goods or services required by the municipality in any financial year will exceed R50 million (VAT incl); or (b) the transaction value of a contract to be procured by the municipality whether for one or more years exceeds R50 million.	Accounting Officer		YES	Not Applicable

REG. NO.	CRYPTIC DESCRIPTION OF POWER OR DUTY	POWER CURRENTLY RESIDING	DELEGATED	IMPLE-MENTED	COMMENTS
31(4)	Submit to the Council, the National Treasury, the relevant provincial treasury and the Auditor General the SITA comments and the reasons for rejecting or not following such comments if the municipality disagrees with SITA's comments.	Accounting Officer	Senior Manager: Supply Chain Management	YES	Not Applicable
32(1)	To procure goods or services for the municipality under a contract secured by another organ of state, but only if – (a) the contract has been secured by that organ of state by means of a competitive bidding process applicable to that organ of state; (b) the municipality has no reason to believe that such contract was not validly procured; (c) there are demonstrable discounts or benefits for the municipality; and that other organ of state and the provider have consented to such procurement in writing.	Accounting Officer	Bid Adjudication Committee	YES	None
35(1)	Procure consulting services above the value of R 300 000.00 (VAT incl.) provided that any Treasury guidelines in respect of consulting services or CIDB guidelines in respect of services related to the build environment and construction works are taken into account when such procurements are made.	Accounting Officer	Bid Adjudication Committee	YES	Done
35(4)	Ensure that copyright in any document produced, and the patent rights or ownership in any plant, machinery, thing, system or process designed or devised, by a consultant in the course of the consultancy service is vested in the municipality.	Municipal Council	Relevant user Department	YES	Not Applicable
36(1)(a)	Dispense with the official procurement processes	Accounting Officer	BAC considers deviations	YES	Delegations are in place for BAC to

REG. NO.	CRYPTIC DESCRIPTION OF POWER OR DUTY	POWER CURRENTLY RESIDING	DELEGATED	IMPLE-MENTED	COMMENTS
	established by the policy and to procure any required goods or services through any convenient process, which may include direct negotiations, but only – (i) in an emergency; (ii) if such goods or services are produced or available from a single provider only; (iii) for the acquisition of special worker of art or historical objects where specifications are difficult to compile; (iv) acquisition of animals or zoos; or (v) in any other exceptional case where it is impractical or impossible to follow the official procurement processes (vi) any contract relating to the publication of notices and advertisements by or on behalf of the municipality (vii) any purchase on behalf of the municipality at a public auction (viii) any contract with an organ of state, local authority or a public utility corporation or company (ix) any contract in respect of which compliance therein would not be in the public interest or interest of Council (x) ad-hoc repairs to plant and equipment where it is not possible to ascertain the nature or extent of the work required in order to call for bids (xi) workshop strip & quote		and recommends it to the Accounting Officer.		recommend deviations to the Accounting Officer. Records and recordings are kept of all meetings. Departments draft memorandums and table items at BEC for consideration and recommendation to the BAC. The BAC upon approval will recommend deviation to the Accounting –Officer.
36(1)(b)	Ratify any minor breaches of the procurement processes by an official or committee acting in terms of delegated powers or duties which are purely of a technical nature.	Accounting Officer		YES	Done
36(2)	Record the reasons for any deviations in terms of Regulations 36(1)(a) and (b); and	Municipal Council	Accounting Officer	YES	Done

REG. NO.	CRYPTIC DESCRIPTION OF POWER OR DUTY	POWER CURRENTLY RESIDING	DELEGATED	IMPLE-MENTED	COMMENTS
	Report them to the next meeting of the Council and include as a note to the annual financial statements.				
37(2)	Decide to consider an unsolicited bid but only if – (a) the product or service offered is a demonstrably or proven unique innovative concept; (b) the product or service will be exceptionally beneficially to, or have exceptional cost advantages for, the municipality; (c) the person who made the bid is the sole provider of the product or service; and (d) the reasons for not going through the normal bidding processes are found to be sound by the accounting officer.	Accounting Officer		NO	None
37(4)	Submit written comments received pursuant to Regulation 37(3), including any responses from the unsolicited bidder, to the National Treasury and the relevant provincial treasury for comment.	Accounting Officer		NO	None
37(5)	Consider and may award the bid or make recommendations to the accounting officer depending on the delegations to the adjudication committee.	Accounting Officer	Bid Adjudication Committee	YES	None
37(7)	When considering an unsolicited bid, take into account where considering an unsolicited bid – (i) any comments submitted by the public; and any written comments and recommendations of the National Treasury or the relevant provincial treasury.	Accounting Officer		NO	None
37(8)	Submit to the Auditor General, the relevant provincial	Accounting Officer	Senior Manager: Supply	NO	None

REG. NO.	CRYPTIC DESCRIPTION OF POWER OR DUTY	POWER CURRENTLY RESIDING	DELEGATED	IMPLE-MENTED	COMMENTS
	treasury and the National Treasury the reasons for rejecting or not following any recommendations of the National Treasury or provincial treasury in regard to the unsolicited bid.		Chain Management		
38(1)(a)	Take all reasonable steps to prevent abuse of the supply chain management system.	Accounting Officer	Chief Financial Officer	YES	The National Treasury Code of Conduct has been circulated and communicated to municipal staff at various formal and informal meetings.
38(1)(b)	Investigate any allegations against an official or other role player of fraud, corruption, favoritism, unfair or irregular practices or failure to comply with the supply chain management policy, and when justified – (i) take appropriate steps against such an official or other role player; or (ii) report any alleged criminal conduct to the South African Police Service.	Accounting Officer	Internal Audit	YES	None
38(1)(c)	Check the National Treasury's database prior to awarding any contract to ensure that no recommended bidder, or any of its directors, is listed as a person prohibited from doing business with the public sector.	Accounting Officer	Senior Manager: Supply Chain Management	YES	The National Treasury website information of the List of Defaulters is currently used to verify.
38(1)(d)	Reject any bid from a bidder – (i) if any municipal rates and taxes or municipal service charges owed by that bidder or any directors to the municipality are in arrears for more than three months; (ii) who during the last five years has failed to perform satisfactorily on a previous contract with the municipality or any other organ of state after written notice was given to that bidder that performance was unsatisfactory.	Accounting Officer	Bid Adjudication Committee Senior Manager: Supply Chain Management	YES	Bid Evaluation checklist is in place

REG. NO.	CRYPTIC DESCRIPTION OF POWER OR DUTY	POWER CURRENTLY RESIDING	DELEGATED	IMPLE-MENTED	COMMENTS
38(1)(e)	Reject a recommendation for the award of a contract if the recommended bidder, or any of its directors, has committed a corrupt or fraudulent act in competing for the particular contract.	Accounting Officer	Bid Adjudication Committee Senior Manager: Supply Chain Management	YES	Bid Evaluation checklist is in place
38(1)(f)	Cancel a contract awarded to a person if – the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract; or (i) an official or other role player committed any corrupt or fraudulent act during the bidding process or the execution of the contract that benefited that person.	Accounting Officer	Bid Adjudication Committee Senior Manager: Supply Chain Management	YES	Bid Evaluation checklist is in place
38(1)(g)	Reject the bid of any bidder if that bidder or any of its directors – (i) has abused the supply chain management system of the municipality or has committed any improper conduct in relation to such system; (ii) has been convicted for fraud or corruption during the last five years; (iii) has willfully neglected or reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or (iv) has been listed in the Register for Tender Defaulters in terms of Section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004).	Accounting Officer	Bid Adjudication Committee Senior Manager: Supply Chain Management	YES	Bid Evaluation checklist is in place

REG. NO.	CRYPTIC DESCRIPTION OF POWER OR DUTY	POWER CURRENTLY RESIDING	DELEGATED	IMPLE-MENTED	COMMENTS
38(2)	Inform the National Treasury and relevant provincial treasury in writing of any actions taken in terms of Regulation 38(1)(b)(ii), (e)	Accounting Officer	Bid Adjudication Committee Senior Manager: Supply Chain Management	YES	Bid Evaluation checklist is in place
40(1)	The Supply chain policy must provide for an effective system of disposal management for the disposal or letting of assets, including unserviceable, redundant or obsolete assets, subject to sections 14&90 of MFMA	Municipal Council	Chief Financial Officer	YES	Delegations are in place
40(2) a	A Supply Chain management policy must specify the ways in which assets may be disposed of, including by – (i) Transferring the asset to another organ of state in terms of a provision of the MFMA enabling the transfer of assets (ii) Transferring the asset to another organ of state at market related value or, when appropriate, free of charge (iii) Selling the asset (iv) Destroying the asset	Municipal Council	Chief Financial Officer	YES	As per delegations
40(2) (b)	Stipulate that – Immoveable property may be sold only at market related prices except when public interest or the plight of the poor demands otherwise	Municipal Council		YES	Not Applicable
40(2)(b)(ii)	Movable assets may be sold either by way of written price quotations, a competitive bidding process, auction or at market related prices, whichever is the most advantageous to the municipality	Accounting Officer	Chief Financial Officer	YES	As per delegations

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

REG. NO.	CRYPTIC DESCRIPTION OF POWER OR DUTY	POWER CURRENTLY RESIDING	DELEGATED	IMPLE-MENTED	COMMENTS
	of the municipality particulars of any award of more than R2,000.00 to a person who is a spouse, child or parent of a person in the service of the state, or has been in the service of the state in the previous twelve months, including – (a) the name of that person. (b) the capacity in which that person is in the service of the state; and (c) the amount of the award.				financial statements of the municipality.
46(3)(a)	Keep a register of all declarations in terms of Regulation 46(2)(d) and (e).	Accounting Officer	Senior Manager: Supply Chain Management	YES	SCM keeps records of it.
46(3)(b)	Declarations must be made to the mayor of the municipality who must ensure that such declarations are recorded in the register.	Accounting Officer	Chief Financial Officer	YES	Declarations are kept in the SCM section and hard copy on file.
46(4)	Adopt the National Treasury's code of conduct and Schedule 2 of the Systems Act for supply chain management practitioners and other role players involved in supply chain management.	Accounting Officer	Senior Manager: Supply Chain Management Council's Speaker	YES	Code of conduct are circulated annually to all officials
47(2)	Report any alleged contravention of Regulation 47(1) to the National Treasury for considering whether the offending person, and any representative or intermediate through which such person is alleged to have acted, should be listed in the National Treasury's database of persons prohibited from doing business with the public sector.	Accounting Officer	Chief Financial Officer	YES	Not Applicable
48	Disclose to the National Treasury and the relevant provincial treasury any sponsorship promised, offered or granted to the municipality whether directly or through a	Accounting Officer	Senior Manager: Supply Chain Management	YES	None.

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

6.3	MFMA SECTION 52 REPORTING UP TO 31 MARCH 2025

Collaborator No:
IDP KPA Ref No: **Good Governance and Compliance**
Meeting Date: **16 April 2025**

1. SUBJECT: MFMA SECTION 52 REPORTING UP TO 31 MARCH 2025

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 3rd quarter of the 2024/25 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 January 2024 to 31 March 2025.

5. RECOMMENDATION

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

6. DISCUSSION / CONTENTS

6.1. Background

To comply with section 52 (d) of the Municipal Finance Management Act and report to Council on the budget; financial and service delivery budget implementation plan of the Municipality for the 3rd quarter of the financial year. The report is indicated under **APPENDIX 1**.

6.2 Discussion

This report illustrates the implementation of the budget as well as the nonfinancial performance of the municipality for quarter 3.

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

6.3 Financial Implications

None.

6.4 Legal Implications

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

6.5 Staff Implications

This report has no staff implications to the Municipality.

6.6 Previous / Relevant Council Resolutions:

None

6.7 Risk Implications

None.

6.8 Comments from Senior Management:

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

6.8.1 *Municipal Manager:*

Supports the recommendations.

ANNEXURES

Appendix 1 : Section 52 Report – Third Quarter(APPENDIX 1 WILL BE DISTRIBUTED UNDER SEPARATE COVER)

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	***8 April 2025***

6.4	**MONTHLY FINANCIAL STATUTORY REPORTING: DEVIATIONS FOR MARCH 2025**

Collaborator No:
IDP KPA Ref No: **Good Governance and Compliance**
Meeting Date: **16 April 2025**

1 SUBJECT: MONTHLY FINANCIAL STATUTORY REPORTING: DEVIATIONS FOR MARCH 2025

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 the Council the SCM deviations that occurred during March 2025.

5. RECOMMENDATION

that Council notes that there were no deviations approved for the month of March 2025.

6. DISCUSSION / CONTENTS

6. 1 <u>Background/Legislative Framework</u>

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 March 2025: No deviations were approved as indicated below:

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	***03 April 2025***

7.	**CONSIDERATION OF ITEMS BY THE EXECUTIVE MAYOR: [CLLR J FASSER]**

7.1	**PROTECTION SERVICES: (PC: CLLR J WILLIAMS)**

NONE

7.2	**SPORTS, YOUTH AND CULTURE: [PC: CLLR T KUMM]**

NONE

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

7.3.1	**PROPOSED LEASE AGREEMENT: ERF 4 LA MOTTE: NEW APOSTOLIC CHURCH: LA MOTTE**

Collaborator No:
IDP KPA Ref No: **Good Governance**
Meeting Date: **16 April 2025**

1. SUBJECT: PROPOSED LEASE AGREEMENT: ERF 4 LA MOTTE: NEW APOSTOLIC CHURCH: LA MOTTE

2. PURPOSE

To consider an application from Mr James Eksteen, the Leader of the New Apostolic Congregation in La Motte, to use the facility on Erf 4 La Motte, for church services.

3. DELEGATED AUTHORITY

In terms of the approved System of Delegations, the Executive Mayor, in consultation with the Executive Mayoral Committee, can consider applications for the lease of council-owned property for a period shorter than 10 years and a contract value of less than R5M.

The Municipal Manager has the delegated authority to sign lease agreements on behalf of the Municipality.

4. EXECUTIVE SUMMARY

During 2021 an application was received from the La Motte New Apostolic Congregation to use the facility on Erf 4 La Motte for church and religious purposes. An item was prepared and served before the Executive Mayoral Committee on 19 May 2021 where it was resolved that, *inter alia*, a month-to-month lease agreement be approved in principle until the transfer of the property into the name of the Municipality and that the item be brought back to council after the registration of the property to Council.

The property was donated to the Stellenbosch Municipality by the Cape Winelands District Council in May 2007, but was only registered in the name of the Stellenbosch Municipality in August 2023. The Municipality did however obtain confirmation from Cape Winelands District Municipality that it can enter into a month-to-month agreement with the Church during the time that the property was not yet registered in the name of the Stellenbosch Municipality.

Since the registration has now taken place and the previous resolution stated that the item should return after registration, the Executive Mayoral Committee should now consider extending the lease agreement to 9 years 11 months.

5. RECOMMENDATIONS

(a) that Erf 4 La Motte is identified as a property not needed to provide the basic minimum municipal services;

(b) that the New Apostolic Congregation be allowed, in-principle, to lease the premises for a period of 9 years 11 months;

(c) that a valuator be appointed to determine the monthly rental;

(d) that a public participation process be followed calling on the public to provide comments, inputs and alternative solutions whereafter the item be returned to the Executive Mayoral Committee for a final decision;

(e) that the Municipal Manager be mandated to determine the monthly rental based on the valuation report and in line with the Property Management Policy for a discounted rate.

6. Discussion

6.1.1 Ownership

The property was registered in the name of Stellenbosch Municipality during August 2023 after it was donated to the Municipality by the Cape Winelands District Municipality in 2007. A copy of the WinDeed report is attached hereto as **APPENDIX 1.**

6.1.2 Historic use of building

The Provincial Government (Public Health) used the facility as a clinic but has stopped using the building due to ongoing vandalism of the building. They were experiencing a lot of vandalism and did not want to continue use. The Property Management Department did request them if they are interested in purchasing the building or for the Municipality to donate the building for purposes of them starting a clinic again however they have confirmed that they are not interested.

The Church has been making use of the property as per the lease agreement.

6.1.3 Discussion

6.1.3.1 Application for Lease Agreement

Hereto attached as **APPENDIX 2** a self-explanatory letter/application received from the New Apostolic Church in La Motte, requesting the use of the facility for church purposes.

This request was already considered by the Executive Mayoral Committee in 2021, and it was resolved that, *inter alia*, the applicant be allowed to lease the premises on a month-to-month basis and that the item return to the Executive Mayoral Committee after the property is registered in the name of the Stellenbosch Municipality.

A lease agreement was entered into between the Church, the Stellenbosch Municipality as well as the Cape Winelands District Municipality and a copy of the agreement is attached hereto as **APPENDIX 3**.

6.1.3.2 **Location and context**

The property is situated in the North-Western corner of La Motte, as shown on Fig 1 and 2, below.



Fig 1: Location and context



Fig 2: The site

The site is 1061m² in extent. Improvements include a building of ±45m², as shown on Fig 3, below.

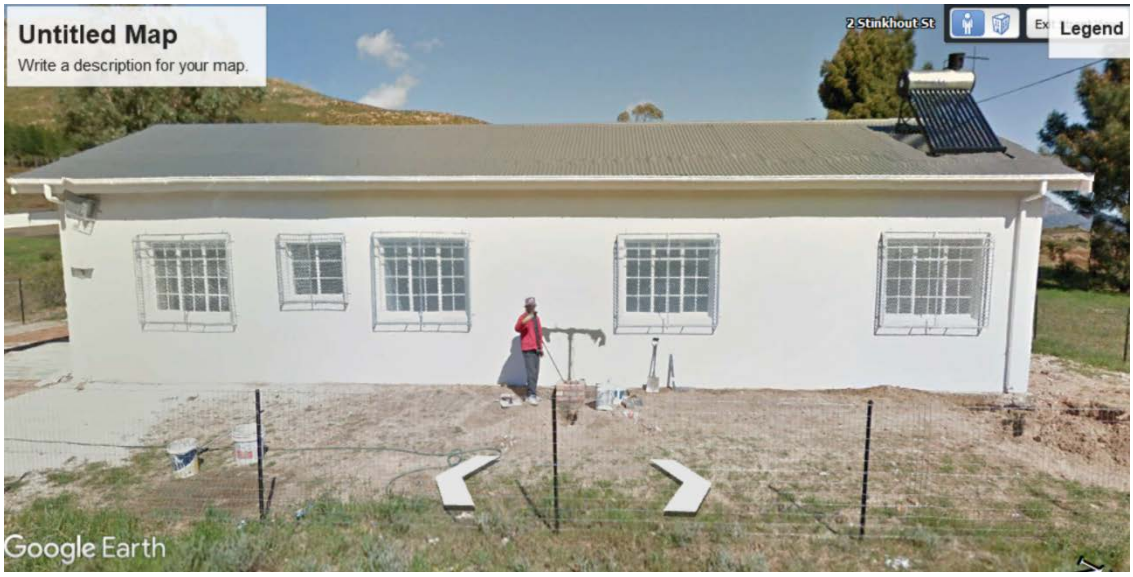


Fig 3: The building

The current zoning of erf 4 is Local Business zone.

6.1.3.3 Legal requirements

6.1.3.3.1 Asset Transfer Regulation

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

a) The Accounting officer has concluded a public participation process*; and

b) The municipal council has approved in principle that the right may be granted. *Sub regulation (1) (a) (public participation process), however, must be complied with only if-

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

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

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

a) whether such asset may be required for the municipality's own use or to provide basic services during the period for which such right is to be granted;

b) the extent to which any compensation to be received will result in a significant economic or financial benefit to the municipality;

c) the risks and rewards associated with such right to use; and

d) the interest of the local community

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

a) the value of the asset; or

b) the period for which the right is granted

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

6.1.3.3.2 Policy on the Management of Council owned property

In terms of paragraph 9.3.2 of the Policy, the Municipal Council reserves the right to entertain unsolicited bids for the lease of viable immovable property for social care uses. Social care is defined as services provided by registered welfare, charitable, non-profit cultural and religious organisations and include homes/centres for indigent, battered or destitute persons.

In terms of par 22.1.1 the Municipality shall be entitled to adopt below market-related tariffs for properties leased to non-profit organisations.

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

Seeing that the applicant is a NPO it is recommended that they pay 10% of market rental, to be determined by the Municipal Manager.

6.2 Financial Implications

A valuator will have to be appointed at the cost of the Municipality to determine the fair market value. The financial implications will only be available after the market value has been determined. The Church will have to attend to the maintenance and the upkeep of the property.

6.3 Legal Implications

The legal implications are discussed in the item.

6.4 Staff Implications

No further staff implications.

6.5 Previous / Relevant Council Resolutions

EXECUTIVE MAYORAL COMMITTEE: 2021-05-19: ITEM 7.2.6

RESOLVED

(a) that it be noted that the old clinic site on the portion of erf 4 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 Municipal Manager be authorised to request the necessary authorisation from the Cape Winelands District Municipality to enter into a short term lease with the New Apostolic Congregation in La Motte until the transfer has taken place;

(c) that a month-to-month lease agreement be approved in principle until the transfer has been approved;

(d) that the Municipal Manager be authorised to enter into negotiations with the church to determine a suitable rent taking into account any investment the church will make into the site as well as their status as a church under the provisions in the policy associated with non-profit organisations and churches; and

(e) that the item be brought back to Council after the registration of the properties to Council.

6.6 Risk Implications

Vandalism and illegal use of the premises if not under control of a tenant.

6.7 Comments from Senior Management.

6.7.1 Director: Infrastructure

6.7.2 Director: Planning and Economic Development

6.7.3 Director: Community and Protection Services

6.7.4 CFO

6.7.5 Municipal Manager

ANNEXURES: **Appendix 1: WinDeed**
Appendix 2: Application letter
Appendix 3: Lease Agreement

FOR FURTHER DETAILS CONTACT:

NAME	**Yolande van den Berg**
POSITION	***Head: Contract Management***
DIRECTORATE	***Corporate Services***
CONTACT NUMBERS	***021-8088073***
E-MAIL ADDRESS	***Yolande.vandenberg@stellenbosch.gov.za***
REPORT DATE	***2025/04/08***

APPENDIX 1

WinDeed Database D/O Property

LA MOTTE, 4, 0, CAPE TOWN

Lexis® WinDeed



Any personal information obtained from this search will only be used as per the Terms and Conditions agreed to and in accordance with applicable data protection laws including the Protection of Personal Information Act, 2013 (POPI), and shall not be used for marketing purposes.

SEARCH CRITERIA			
Search Date	2025/04/08 04:36	Erf Number	4
Reference	-	Portion Number	-
Report Print Date	2025/04/08 04:36	Deeds Office	Cape Town
Township	LA MOTTE	Search Source	WinDeed Database

PROPERTY INFORMATION			
Property Type	ERF	Diagram Deed Number	DU 1000/800
Township	LA MOTTE	Local Authority	STELLENBOSCH MUN
Erf Number	4	Province	WESTERN CAPE
Portion Number	0	Extent	1061.000SQM
Registration Division	-	LPI Code	C05500140000000400000
Previous Description	-		

OWNER INFORMATION (1)			
MUN STELLENBOSCH			Owner 1 of 1
Company Type	LOCAL AUTHORITY	Document	T31625/2023
Registration Number	-	Microfilm / Scanned Date	-
Name	MUN STELLENBOSCH	Purchase Price (R)	DONATION
Multiple Owners	NO	Purchase Date	-
Multiple Properties	NO	Registration Date	2023/08/02
Share (%)	-		

ENDORSEMENTS (1)				
#	Document	Institution	Amount (R)	Microfilm / Scanned Date
1	GENERAL PLAN FROM	TOWN LA MOTTE ,ERF 1 ,PRTN	-	0000000000 00 *

HISTORIC DOCUMENTS (1)				
#	Document	Institution	Amount (R)	Microfilm / Scanned Date
1	T66594/2006	DISTRICT MUN-CAPE WINELANDS	G/P	2007 0202 3366

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APPENDIX 2

Versoek om Kliniek gebou tegebruik vir geestelike byeenkomste

Geagte Meneer/Mevrou ,

Ons as die Nuwe Apostoliese gemeente in La Motte bosbou sit nou al vir amper 40 jaar sonder n geskikte gebou om vreedsaam Godsdienste en byeenkomste tehou. Ons ledetal het drasties verminder en die sosiale en ekonomiese toestand van ons lede kan nie effektief na gekyk word nie. Na vele versoek oor geboue en die gemeentskapsaal, het ons nou die kliniek as laaste opsie geidentifiseer omdat dit net Donderdae funksioneer en leeg staan ander dae en die gebou is blootgestel aan vandelisme ensvoorts. Ons versoek die volgende indien moontlik;

- Godsdienste Sondae en voorbereiding 7:30am – 10:30am
- Godsdienste Woensdae en voorbereiding 18:30pm – 20:30pm
- Dinsdae koor oefening 19:00pm – 19:45pm
- Indien moontlik Vrydae vir n uur voedingskema , jeug of berading 19:00pm – 20:30pm

Ons sal die volgende terugploeg indien die kans gegun word.

1. Opknapping van gebou en heining.
2. Skoonhou van terein (tuin begin) en toesig.
3. Sekuriteit opknap.
4. Kliniek area isoleer - GEEN TOEGANG
5. Skoonmaak en gebou gereeld saniteer as ook " Pest Control"
6. Herstelwerk waar nodig.

Ons hoop dat die versoek n positiewe terugvoering sal kry.

Groete

Priest James Eksteen

Gemeente Leier

[redacted]

([redacted]

[redacted]

APPENDIX 3

STELLENBOSCH
STELLENBOSCH • PNIEL • FRANSCHHOEK
MUNICIPALITY • UMASIPALA • MUNISIPALITEIT

LEASE AGREEMENT

Entered into by and between

STELLENBOSCH MUNICIPALITY

Herein represented by **GARALDINE METTLER** in her capacity as

Municipal Manager, being duly authorised (herein after called the **LESSOR**)

AND

NEW APOSTOLIC CHURCH: SOUTH AFRICA

Herein represented by ~~**Ralph K. Hardick**~~, being duly authorised (herein after called the **LESSEE**)
Robert Ernest Worship

AND

CAPE WINELANDS DISTRICT MUNICIPALITY

Herein represented by Henry Prins in his capacity as Municipal Manager (herein after caller **OWNER**)

For the lease of **Erf 4, La Motte**, measuring approximately **1064m²** (herein after called the **PROPERTY**).

AGREEMENT OF LEASE

1. PARTIES

1.1 The parties to this lease are:-

1.1.1 Stellenbosch Municipality ("the **LESSOR**"); and

1.1.2 *New Apostolic Church: SA* ("the **LESSEE**").

1.1.3 Cape Winelands District Municipality ("the Owner")

2. INTERPRETATION

2.1 In this lease agreement, except in a context indicating that some other meaning is intended,

2.1.1 "***the Lease Period***" means the period for which this lease subsists;

2.1.2 "***month***" means a calendar month, and more specifically;

2.1.2.1 in reference to a number of months from a specific date, a calendar month commencing on that date or the same date of any subsequent month; and

2.1.2.2 in any other context, a month of the calendar, that is, one of the 12 months of the calendar, and "monthly" has the corresponding meaning;

2.1.3 "***the parties***" means the parties to this lease, and "party" means one of them;

2.1.4 "***the PROPERTY***" means a Erf 4, La Motte, measuring approximately 1064m² in extent, with improvements,

2.1.5 "***the Rates***" means the assessment rates payable on the **PROPERTY** and includes but is not limited to, refuse removal charges and sanitary fees;

2.1.6 "***the Premises***" has the same meaning as the **PROPERTY**

2.1.7 "***year***" means a period of 12 consecutive months, and "yearly" refers to a year commencing on the date on which the lease comes into operation or any anniversary of that date;

2.1.8 references to notices, statements and other communications by or from the **LESSOR** include notices by or from the **LESSOR**'s agent;

2.1.9 expressions in the singular also denote the plural, and vice versa;

2.1.10 words and phrases denoting natural persons refer also to juristic persons, and vice versa; and

2.1.11 pronouns of any gender include the corresponding pronouns of the other genders.

2.2 Any provision of this lease imposing a restraint, prohibition or restriction on the **LESSEE** shall be so construed that the **LESSEE** is not only bound to comply therewith but is also obliged to procure that the same restraint, prohibition or restriction is observed by everybody occupying or entering the Premises or any other part of the **PROPERTY** through, under, by arrangement with, or at the invitation of, the **LESSEE**, including (without limiting the generality of this provision) its Associates and the directors, members, officers, employees, agents, customers and invitees of the **LESSEE** or its Associates.

2.3 Clause headings appear in this lease for purposes of reference only and shall not influence the proper interpretation of the subject matter.

2.4 This lease shall be interpreted and applied in accordance with South African law.

3. LETTING AND HIRING

3.1 The **LESSOR** lets and the **LESSEE** hires the Premises on the terms of this lease.

3.2 The **OWNER** as the current registered owner of the property, agrees to the **LESSOR** leasing the property

3.3 The **OWNER** confirms that occupation of the property has moved to the **LESSOR** whilst awaiting the registration of the property in the name of the **LESSOR**.

4. DURATION

4.1 This lease will come into operation on 1 August 2021, notwithstanding date of signature and shall subsist on a month- to- month basis, subject to clause 4.2 and 4.3.

4.2 Notwithstanding the above, should the **LESSOR** require the property for any *bona fide* municipal purposes, this agreement can be terminated by giving the **LESSEE** 1 month written notice, in which event the **LESSEE** will have no claim for compensation or otherwise against the **LESSOR**.

4.3 Notwithstanding the above, should the **LESSEE** want to terminate the agreement for whatever reason, it can do so by giving the **LESSOR**, one (1) month written notice, in which event the **LESSOR** will have no claim for compensation or otherwise against the **LESSEE.**

5. RENT

5.1 The rent shall be R458.30 (Inclusive of VAT) per month with an increment of 6% per year on the 1st of July every year starting with 1 July 2022.

6. PAYMENTS

6.1 The rent payable by the **LESSEE** to the **LESSOR** in terms of this Agreement shall be payable monthly in advance on or before the 7th day of each month free of exchange at such address or by electronic funds transfer as directed by the **LESSOR** in writing from time to time.

6.2 The **LESSOR** shall have the right, notwithstanding any instruction given by the **LESSEE**, to appropriate any amount paid by the **LESSEE** hereunder to whatsoever indebtedness of the **LESSEE** as the **LESSOR** may decide upon in its absolute discretion.

7. RATES

7.1 It is specifically recorded that the **LESSEE** will not be responsible for the payment of rate and taxes on the property, except for the annual levies in relation to refuge removal and sewer connection(s).

7.2 In addition to paying the rent, services referred to in 7, the **LESSEE** shall be responsible for the payment of water and electricity through reimbursing the **LESSOR**, monthly in arrear, within 7 (seven) days after receiving an account from the **LESSOR** reflecting the amount(s) so payable, with the cost of water consumed on the Premises, determined at prevailing municipal rates.

8. INSURANCE

8.1 The **LESSEE** shall not keep or do in or about the Premises anything which is liable to enhance any of the risks against which the Building is insured for the time being to the extent that such insurance is rendered void or voidable or the premiums of such insurance are, or become liable to be, increased.

8.2 The **LESSOR** must insure the Property against risks for the duration of the Lease Period.

8.3 The **LESSEE** will be responsible to ensure the content of the property

9. SUB-LETTING AND RELATED MATTERS

9.1 The **LESSEE** shall not, without the **LESSOR**'s prior written consent:

9.1.1 sub-let the whole or any part of the PREMISES or cede, assign, transfer, alienate, or otherwise dispose of any of its rights and/or obligations under this Lease or pledge or hypothecate this Lease;

9.1.2 give up, for either a definite period or at all, occupation or possession of the PREMISES or any part thereof to any person or permit any person whether as licensee, sub-tenant, agent, occupier, custodian or otherwise to take possession or occupation of the PREMISES or any part thereof either for a definite period or at all.

9.2 Should the **LESSEE** wish to sub-let the whole or any part of the PREMISES at any time during the currency of the Lease, then the **LESSEE** shall apply to the **LESSOR** in writing for its consent thereto given, in regard to the proposed sub-lease, the name of the sub-tenant, the guarantors if any of the sub-tenant date of commencement, the duration of the proposed sub-lease, the exact premises and the consideration payable there under. The **LESSOR** at its option may:

9.2.1 consent to the sub-lease, in which case the **LESSEE** may on receipt of written confirmation by the **LESSEE** sub-let the PREMISES or part thereof as the case may be in accordance with the written application submitted to the **LESSOR** in terms of this Clause 8.2, or

9.2.2 provided the proposed sub-tenant wishes to lease the whole of the PREMISES, give the **LESSEE** written notice of its intention to enter into a direct lease with the proposed sub-tenant in which event on the commencement date of the new written lease entered into between the **LESSOR** and the proposed sub-tenant this Lease shall be cancelled and of no further force or effect, provided that such cancellation shall in no

CS.

way detract from the **LESSOR**'s rights to enforce performance of any obligations of the **LESSEE** arising, prior to the date of cancellation, or the **LESSOR**'s rights to recover arrear payments from the **LESSEE**.

10. GENERAL OBLIGATIONS OF LESSEE

10.1 The **LESSEE** shall not cause any obstruction or blockage of sewerage pipes or drains within or leading to or from the PREMISES and shall maintain the same free from any such obstruction or blockage.

10.2 The **LESSEE** shall at all times keep the PREMISES in a clean, tidy and sanitary condition.

10.3 The **LESSEE** shall not alter or interfere with any of the electrical installations in the PREMISES, and shall ensure that none of the electrical installations in the PREMISES are overloaded at any time during the currency of this Lease.

10.4 The **LESSEE** shall not without the prior written consent of the **LESSOR**, which shall not be unreasonably withheld, store, harbour or use, or permit the storage, harbouring or use in the PREMISES of any goods, chattels, furniture, fixture, fittings or effects which are subject to any hire purchase or lease agreement and which are not the **LESSEE**'s own **PROPERTY**.

11. ALTERATIONS, ADDITIONS AND IMPROVEMENTS

11.1 The **LESSEE** shall not make any alterations or additions to the Premises without the **LESSOR**'s prior written consent, but the **LESSOR** shall not withhold its consent unreasonably to an alteration or addition which is not structural.

11.2 If the **LESSEE** does alter, add to, or improve the Premises in any way, whether in breach of clause 13.1 or not, the **LESSEE** shall, if so required in writing by the **LESSOR**, restore the Premises on the termination of this lease to their condition as it was prior to such alteration, addition or improvement having been made. The **LESSOR**'s requirement in this regard may be communicated to the **LESSEE** at any time, but not later than the (*30th*) day after the **LESSEE** has delivered up the Premises pursuant to the termination of this lease; and clause 13.2 shall not be construed as excluding any other or further remedy which the **LESSOR** may have in consequence of a breach by the **LESSEE** of clause 13.1.

11.3 Save for any improvement which is removed from the Premises as required by the **LESSOR** in terms of clause 9.2, all improvements made to the Premises shall belong to the **LESSOR** and may not be removed from the Premises at any time. The **LESSEE** shall not, whatever the circumstances, have any claim against the **LESSOR** for compensation for any improvement to the Premises, unless such improvements were made with the **LESSOR**'s prior written consent which compensation shall be limited to the costs of the improvement, or as otherwise agreed to in writing by the **LESSOR**, nor shall the **LESSEE** have a right of retention in respect of any improvements.

12. EXCLUSION OF LESSOR FROM CERTAIN LIABILITY AND INDEMNITY

12.1 The **LESSEE** shall have no claim for damages against the **LESSOR** and may not withhold or delay any payment due to the **LESSOR** by reason directly or indirectly of

12.1.1 a breach by the **LESSOR** of any of its obligations under this lease;

12.1.2 any act or omission of the **LESSOR** or any agent or servant of, or contractor to, the **LESSOR**, whether or not negligent, wilfully wrongful, or otherwise actionable at law, and including (without limiting the generality of the foregoing) any act or omission of any cleaner, maintenance person, handyman, artisan, labourer, workman, watchman, guard, or caretaker;

12.1.3 the condition or state of repair at any time of the **PROPERTY**, or any part of the **PROPERTY**;

12.1.4 any failure or suspension of, or any interruption in, the supply of water, electricity, air-conditioning, heating, or any other amenity or service to the Premises or the **PROPERTY** (including, without generality being limited, any cleaning service), whatever the cause;

12.2 The **LESSOR** shall not, however, be excused from specific performance of any of its obligations under this lease, whether express or implied, and particularly (but not only) its obligations to afford the **LESSEE** occupation and enjoyment of the Premises as contemplated by this lease and to carry out such maintenance and repairs as are incumbent upon the **LESSOR** in terms hereof; and if the **LESSOR** fails to carry out any such obligation of maintenance or repair with reasonable speed or efficiency, and persists in such default after reasonable notice in writing requiring that it be remedied, the **LESSEE** may cause the necessary maintenance or repair (including any incidental or necessary replacement) to be carried out and may then recover the reasonable cost thereof from the **LESSOR** on demand.

12.3 The **LESSOR** does not warrant that the Premises are suitable for the purposes of the **LESSEE** or any of its Associates or that the **LESSEE** or any of its Associates will be granted any licence or consent which may be necessary for the carrying on of any business or activity in the Premises.

13. LESSOR'S RIGHTS OF ENTRY AND CARRYING OUT OF WORKS

13.1 The **LESSOR**'s representatives, agents, servants and contractors may at all reasonable times, without thereby giving rise to any claim or right of action on the part of the **LESSEE** or any other occupier of the Premises

13.1.1 enter the leased Premises in order to inspect them, to carry out any necessary repairs, replacements, or other works, or to perform any other lawful function in the *bona fide* interests of the **LESSOR** or any of the occupiers of the **PROPERTY**; or

13.1.2 carry out elsewhere on the **PROPERTY** any necessary repairs, replacements, or other works, but the **LESSOR** shall ensure that this right is exercised with due regard for, and a minimum of interference with, the beneficial enjoyment of the Premises by those in occupation thereof.

14. DAMAGE TO OR DESTRUCTION OF PREMISES

14.1 If the Premises are destroyed or so damaged that they can no longer be beneficially occupied, this lease shall terminate when that happens unless the parties agree in writing otherwise.

14.2 If the Premises are significantly damaged but can still be beneficially occupied, this lease shall remain in force and the **LESSOR** shall repair the damage without undue delay but the rent shall be abated so as to compensate the **LESSEE** fairly for the effects of the damage and repair work on the enjoyment of the Premises. Failing agreement on such abatement or on the applicability of this clause to any particular circumstances, the matter shall be referred to an expert appointed by the parties jointly or, if they do not agree on such appointment, nominated by the President for the time being of The Institute of Estate Agents of South Africa, and the decision of such expert shall be final and binding. The expert's fees and disbursements, including any inspection costs, shall be borne and paid by the parties in equal shares. Pending determination of the abatement the **LESSEE** shall continue to pay the full rent for the Premises as if they had not been damaged and as soon as the matter has been resolved the **LESSOR** shall make the appropriate repayment to the **LESSEE**.

14.3 If any damage to the Premises or the destruction thereof is caused by an act or omission for which either party is responsible in terms of this lease or in law, the other party shall not be precluded by reason of any of the foregoing provisions of this clause from exercising or pursuing any alternative or additional right of action or remedy available to the latter party under the circumstances (whether in terms of this lease or in law).

15. SPECIAL REMEDY FOR BREACH

15.1 Should the **LESSEE** default in any payment due under this lease or be in breach of its terms in any other way, and fail to remedy such default or breach within (*30*) days after receiving a written demand that it be remedied, the **LESSOR** shall be entitled, without prejudice to any alternative or additional right of action or remedy available to the **LESSOR** under the circumstances, to cancel this lease with immediate effect, be repossessed of the Premises, and recover from the **LESSEE** damages for the default or breach and the cancellation of this lease.

15.2 In the event of the **LESSOR** having cancelled this lease justifiably but the **LESSEE** remaining in occupation of the Premises, with or without disputing the cancellation, and continuing to tender payments of rent and any other amounts which would have been payable to the **LESSOR** but for the cancellation, the **LESSOR** may accept such payments without prejudice to and without affecting the cancellation, in all respects as if they had been payments on account of the damages suffered by the **LESSOR** by reason of the unlawful holding over on the part of the **LESSEE**.

16. NEW TENANTS AND PURCHASERS

16.1 The **LESSEE** shall at all reasonable times:-

16.1.1 during the Lease Period, allow prospective purchasers of the **PROPERTY** to visit the property; and

16.1.2 during the last (*3*) months of the Lease Period, allow prospective tenants or purchasers of the Premises, to enter and view the interior of the Premises.

17. DOMICILIA AND NOTICES

17.1 The parties choose as their *domicilia citandi et executandi* the addresses mentioned in clause 16.2, provided that such *domicilium* of either party may be changed by written notice from such party to the other party with effect from the date of receipt or deemed receipt by the latter of such notice.

17.2

17.2.1 The **LESSOR**:

Town Hall Complex
Plein Street
STELLENBOSCH

17.2.2 The **LESSEE**:

Corner of Victoria and Aldawa Roads
Private Bag X 25
Southfield
7800

17.2.3 The **OWNER**:
46 Alexander Street
Stellenbosch

17.3 Any notice, acceptance, demand or other communication properly addressed by either party to the other party at the latter's *domicilium* in terms hereof for the time being and sent by prepaid registered post shall be deemed to be received by the latter on the 5th business day following the date of posting thereof. This provision shall not be construed as precluding the utilisation of other means and methods (including telefacsimile) for the transmission or delivery of notices, acceptances, demands and other communications, but no presumption of delivery shall arise if any such other means or method is used.

18. WHOLE AGREEMENT

18.1 This is the entire agreement between the parties.

18.2 Neither party relies in entering into this agreement on any warranties, representations, disclosures or expressions of opinion which have not been incorporated into this agreement as warranties or undertakings.

18.3 No variation or consensual cancellation of this agreement shall be of any force or effect unless reduced to writing and signed by both parties.

19. NON-WAIVER

19.1 Neither party shall be regarded as having waived, or be precluded in any way from exercising, any right under or arising from this lease by reason of such party having at any time granted any extension of time for, or having shown any indulgence to, the other party with reference to any payment or performance hereunder, or having failed to enforce, or delayed in the enforcement of, any right of action against the other party.

19.2 The failure of either party to comply with any non-material provision of this lease shall not excuse the other party from performing the latter's obligations hereunder fully and timeously.

20. WARRANTY OF AUTHORITY

20.1 The person signing this lease on behalf of the **LESSOR** expressly warrants his authority to do so.

21. SALE OF PREMISES

21.1 Subject to clause 21.2 the validity of this lease shall not in any way be affected by the transfer of the Premises from the **LESSOR** pursuant to a sale thereof. It shall accordingly, upon registration of transfer of the Premises into the name of the purchaser, remain of full force and effect save that the purchaser shall be substituted as **LESSOR** and acquire all rights and be liable to fulfil all the obligations which the **LESSOR**, as **LESSOR**, enjoyed against or was liable to fulfil in favour of the **LESSEE** in terms of the lease.

21.2 The LESSOR may give notice of termination of the agreement in terms of this agreement should the property be sold to a 3rd party and that party requires vacant occupation.

22. BREACH

22.1 Should any payment of rent or any other amount due hereunder not be paid on or before due date or should the **LESSEE** commit or suffer or permit the commission of a breach of any of the other terms of this Lease, whether or not such breach goes to the root of this contract, and fail to remedy such breach within 7 (seven) days after having been required in writing to do so, or should the **LESSEE** be placed in liquidation, whether provisional or final and whether voluntary or compulsory, or under judicial management, whether provisional or final, or under sequestration, whether provisional or final, or should the **LESSEE** effect a general compromise with its creditors or any other arrangements with its creditors necessitated by the inability of the **LESSEE** to pay its debts, or should the **LESSEE** commit any act which is, or would if committed by a natural person be, an act of insolvency in terms of Section 8 of the Insolvency Act, 1936, as amended, the **LESSOR** shall be entitled but not obliged, notwithstanding any previous waiver or anything to the contrary herein provided and without prejudice to any other rights of the **LESSOR** in terms of this Lease or in law, to cancel this Lease forthwith, eject the **LESSEE** from the PREMISES and recover from the **LESSEE** any damages suffered by the **LESSOR** as well as all amounts which became due for payment by the **LESSEE** hereunder prior to the date of such cancellation.

22.2 Notwithstanding anything to the contrary herein contained, it is specifically recorded that in the event of that **LESSEE** failing at any time to comply with any of its obligations in terms of this lease, the **LESSOR** shall be entitled, but not obliged, and without prejudice to any other rights of the **LESSOR** in terms of this Lease or in Law arising from such breach, to carry out such obligations on behalf of the **LESSEE** and to incur any costs in connection therewith and to claim immediate reimbursement from the **LESSEE** of all such costs.

22.3 In the event of the **LESSOR** instructing its attorneys to take measures for the enforcement of any of the **LESSOR**'s rights under this Lease the **LESSEE** shall pay to the **LESSOR** on demand such collection legal and other costs, on the attorney and client scale, as shall be lawfully charged by such action in respect of or arising from the measures to taken by the said attorneys.

CS. GM LW

SIGNED at Stellenbosch on this 19th of July 2021 in

the presence of the undersigned witnesses

Witnesses:

1 .....

2 .....

(*Signatures of witnesses*)

.....

(*Signature of **LESSOR***)

SIGNED at Southfield on this 02nd of August 2021 in

the presence of the undersigned witnesses

Witnesses:

1 .....

2 .....

(*Signatures of witnesses*)

.....

(*Signature of **LESSEE***)

SIGNED at ..... on this.....of.....2021 in

the presence of the undersigned witnesses

Witnesses:

1 .....

2 .....

(*Signatures of witnesses*)

.....

(*Signature of **OWNER***)

7.2.6	PROPOSED LEASE AGREEMENT: ERF 4, LA MOTTE: NEW APOSTOLIC CHURCH: LA MOTTE

Collaborator No:
IDP KPA Ref No: ***GOOD GOVERNANCE***
Meeting Date: **19 May 2021**

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1. SUBJECT:PROPOSED LEASE AGREEMENT: ERF 4, LA MOTTE: NEW APOSTOLIC CHURCH: LA MOTTE

2. PURPOSE

To consider an application (unsolicited) from Mr James Eksteen, the Leader of the New Apostolic Congregation in La Motte, to use the facility on erf 4, La Motte, for church services.

3. DELEGATED AUTHORITY

In terms of the approved System of Delegations, the Executive Mayor, in consultation with the Executive Mayoral Committee, can consider applications for the lease of council-owned property for a period shorter than 10 years and a contract value of less than R5M.

4. EXECUTIVE SUMMARY

An application has been received from the La Motte New Apostolic Congregation to use the facility on erf 4, La Motte for church purposes.

The policy on the Management of Council-owned properties allow for direct leases without following the supply chain process under specific circumstances. Paragraph 9.3 (letting of immovable property to social care uses) list the types of social care uses where unsolicited bids can be entertained, this include "*Place of worship*". The application does not flow from any public participation process not have they occupied the property previously on a rental basis. The property was donated to the Stellenbosch Municipality by the Cape Winelands District Council, but have not been transferred to Stellenbosch Municipality. The Municipality therefore has no legal standing to award any short—or long term rights on the property and will have to ask the Cape Winelands District Municipality for authority to award short term rights until the property is transferred.

The municipality took possession of the property in 2007 and all risks passed to the municipality on taking possession. The transfer did not take place as the Seller is responsible for the transfer and appointing the transferring attorney. There has been issues with the payment of the transferring attorneys by Stellenbosch Municipality as we did not appoint the transferring attorney's. We have agreed with the District Municipality now to appoint the transferring attorneys and they will attend to the transfer shortly.

EXECUTIVE MAYORAL COMMITTEE: 2021-05-19: ITEM 7.2.6

RESOLVED

(a) that it be noted that the old clinic site on the portion of erf 4 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 municipal manager be authorised to request the necessary authorisation from the Cape Winelands

District Municipality to enter into a short term lease with the New Apostolic Congregation in La Motte until the transfer has taken place;

(c) that a month -to month lease agreement be approved in principle until the transfer has been approved;

(d) that the municipal manager be authorised to enter into negotiations with the church to determine a suitable rent taking into account any investment the church will make into the site as well as their status as a church under the provisions in the policy associated with non-profit organisations and churches.; and

(e) that the item be brought back to council after the registration of the properties to Council.

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7.3.2	RETURN ITEM: DISPOSAL OF ERF 748 FRANSCHHOEK

Collaborator No:
IDP KPA Ref No: **Good Governance**
Meeting Date: **16 April 2025**

1. SUBJECT: RETURN ITEM: DISPOSAL OF ERF 748 FRANSCHHOEK

2. PURPOSE

To provide feedback and obtain Council's final approval for the sale of erf 748 Franschhoek situated in Caberierre Street in Franschhoek.

3. DELEGATED AUTHORITY

Council.

4. EXECUTIVE SUMMARY

On 30 July 2024 Council considered an application by GH Building Supplies to lease Erf 748 Franschhoek for private business purposes. It was however resolved that the property was not needed to provide basic municipal services and that same should be sold on auction and a valuation needs to be obtained to determine a fair market value. A valuation report was obtained, and the auctioneer was instructed to proceed with the auction.

On 31 March 2025 an auction was held at the property by Ikapa Auctioneers and the highest bid received on the day was from Space Link Capital (Pty) Ltd in the amount of R2.55 million. The purchaser was able to pay the deposit on the day to secure the purchase. Council needs to consider and approve the sale of the property based on the offer received on the day in order for the purchase of the property to continue. Council should note that the offer to purchase is lower than the valuation as per the valuation report received.

The purchaser requested that a suspensive condition be added to the offer to purchase that the telecommunications tower that is currently on the property be removed. The telecommunications tower was initially erected by Eagle Towers who had a lease agreement with the Municipality which they ceded to Helios Towers. The agreement is currently running on a month-to-month basis and Helios Towers has been informed that the property might be sold on auction. Should Council approve the offer to purchase then Helios Towers will be informed to deconstruct the telecommunications base within 60 days.

5. RECOMMENDATIONS

(a) that Council takes note of the auction of Erf 748 Franschhoek which was held on 31 March 2025;

(b) that Council accepts the offer received from Space Link Capital (Pty) Ltd which is attached to the item as **APPENDIX 2** and approves the sale of Erf 748 Franschhoek; and

(c) that Council confirms that Helios Towers be informed that the lease agreement is terminated, and that the telecommunications tower needs to be deconstructed.

6. DISCUSSION / CONTENT

6.1 Background

Erf 748 Franschhoek is for the most part an undeveloped property situated in Caberierre Street in Franschhoek. It has a telecommunications tower on the property which Helios Towers is currently paying rent for. In July 2024 an item was prepared for consideration by the Executive Mayoral Committee for GH Building supplies to lease the property to make use of the premises for business purposes. The Executive Mayoral Committee recommended to Council that the property be sold on auction and on 30 July 2024 Council resolved that the property be sold to the highest bidder based on a valuation report to be obtained by the administration.

A valuation report was obtained, and the auction took place on 31 March 2025.

6.2. DISCUSSION

6.2.1 Valuation Report and Offer to Purchase

A valuation report was obtained and is attached hereto as **APPENDIX 1**. The valuation report indicates that the fair market value for the property is R 2 995 000.00. The zoning of the property is Light Industrial and there are not many other Light Industrial zoned properties in the area that the valuator could make use of the determine the fair market value. It appears from the valuation report that it was mostly compared to residential sales in the area.

On date of auction the highest bid that was received was R 2 550 000.00 which is below the market value indicated on the valuation report. A copy of the Offer to Purchase is attached hereto as **APPENDIX 2**. Several estate agents from the community attended the auction on the day and confirmed that it was a decent offer taking into consideration the location (right next to the river) and the flood damage from 2024. The valuation amount was not declared at the auction as it did not form part of the previous item and was therefore not public knowledge.

The purchaser has indicated that they are not of the intention of rezoning the property and that they intend on developing the property within the current zoning which means employment opportunities for the community.

6.2.2 Property description

Erf 748 Franschhoek is situated in Caberierre Street in Franschhoek as indicated below in Fig. 1 and Fig. 2.

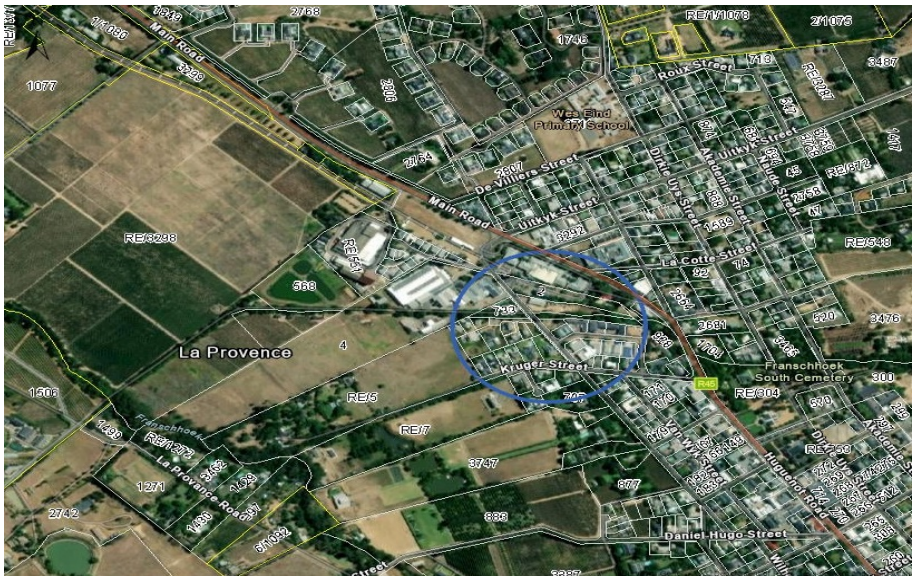


Fig. 1 Location and Context



Fig 2. The site

6.2.3 Ownership and Zoning

The ownership of the property vests with Stellenbosch Municipality since 1990 and the current zoning is Light Industrial.

6.2.4 Legal Framework

6.2.4.1: Municipal Finance management act, no 56 of 2003 (MFMA)

In terms of section 14(1) of the MFMA *"a municipality may not transfer ownership as a result of a sale or other transaction or otherwise permanently dispose of a capital asset needed to provide the minimum level of basic municipal services."*

Further, in terms of sub-section (2*)" a municipality may transfer ownership or otherwise dispose of a capital asset other than one contemplated in subsection (1), but only after the municipal council, in a meeting open to the public—*

(a) has decided on reasonable grounds that the asset is not needed to provide the

minimum level of basic municipal services; and

(b) has considered the fair market value of the asset and the economic and community value to be received in exchange for the asset."

In terms of subsection (5) *"any transfer of ownership of a capital asset in terms of subsection (2) must be fair, equitable, transparent, competitive and consistent with the supply chain management policy which the municipality must have and maintain in terms of section111."*

6.2.4.2 Municipal Asset Transfer Regulations(ATR)

In terms of Regulation 5 of the ATR :-

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

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

(b) the municipal council—

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

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

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

6.2.4.3 Property Management Policy

In terms of par.7.2.1of the policy, "***unless otherwise provided for in this policy****, the disposal of Viable Immovable property shall be effected-*

(a) by means of a process of ***public competition****; and*

(b) ***at market value*** *except when the public interest or the plight of the poor demands*

Further, in terms of par.7.2.3, before alienating Immovable property or rights in Immovable property the Municipality shall be satisfied that ***alienation is the appropriate methodology and that reasonable economic, environmental and social return cannot be derived whilst ownership of the Immovable property or Property rights is retained by the Municipality****.*

In term of par.9.1 of the Policy, the Municipality may use any of the following methods, depending on the circumstances pertaining the specific Immovable property:

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

i) Outright tender may be appropriate where the Immovable property ownership is not complex, and the Municipality is seeking obligations to be placed on the successful tenderer which are clear and capable of specification in advance.

ii) Qualified tenders/call for proposals will be appropriate where the Immovable property ownership position is complex or the development proposals for the Immovable property are insufficiently identified or otherwise incapable of detailed specification at the pre-tender stage.

iii) Call for proposals on a build-operate transfer (B.O.T) basis will be used if a developer is required to undertake the construction, including the financing, of a facility on Municipal-owned land, and the operation and maintenance thereof. The developer operates the facility over a fixed term during which it is allowed to charge facility users appropriate fees, rentals and charges not exceeding those proposed in its bid or as negotiated and incorporated in the contract, to enable the developer to recover its investment and operating and maintenance expenses in the project. The developer transfers the facility to the municipality at the end of the fixed term.

b) The nature of the formal tender process is that a legally binding relationship is formed between the parties when the Municipality accepts a tender in writing. It is essential therefore that every aspect of the disposal is specified in the tender documents. The tender documents could include a contract for sale or lease which could be completed with the tenderer's details, the tender price and be signed by the tenderer. A binding legal agreement is created upon the acceptance of the writing of a tender by the Municipality.

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

6.2.4.4 Public Auction

a) Disposal by public auction may be appropriate where there is no obvious potential purchaser and where speed and the best price can be obtained by auction.

b) The decision to dispose of Immovable property by way of public auction must be recorded in writing and must include-

(i) the reasons justifying a disposal by public auction;

(ii) the reserve price, if any, for the auction;

(iii) the authority for a staff member to attend the auction and to act on behalf of the Municipality.

c) The contract for sale or lease must be ready for exchange at the auction.

d) The binding contract will be made on the acceptance of the highest bid providing it has reached the reserve price. Contracts for the sale or lease will immediately be signed and exchanged.

e) The terms and conditions of each auction shall be determined on a project-by-project basis, appropriate to the specific characteristics and attributes of the Immovable property, and to the Municipality's strategic objectives.

f) Where the services of an auctioneer are utilised, the auctioneer's commission shall be payable by the successful bidder and shall not form part of the financial offer to the Municipality.

6.3 Financial Implications

The offer received on the day of the auction was for R2.55 million. The purchaser will pay all the transfer fees and auctioneer's commission so there will be no further expenses for the municipality. As this was on public auction no further Public Participation process is required, and Treasury's views also do not have to be solicited.

6.4 Legal Implications

The legal implications are discussed in the item and complied with.

6.5 Staff Implications

No additional staff implications.

6.6 Previous / Relevant Council Resolutions

24TH COUNCIL MEETING: 2024-07-30: ITEM 10.3.2

RESOLVED (majority vote with 1 abstention)

(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.

6.7 Risk Implications

The risk of not accepting the offer is that the property will remain vacant and could be used as a dumping site or subjected to illegal invasion.

6.8 Comments from Senior Management

6.8.1 Director: Infrastructure

No objections from the Infrastructure Directorate.

6.8.2 Director: Planning and Economic Development

6.8.3 Director: Community and Protection Services

6.8.4 CFO

6.8.5 Municipal Manager

Municipal owned property in Franschhoek is very valuable. This property will be sold beneath market price. Council should consider this. Council is currently generating income from the cell tower which will now be lost. The cell tower is essential for connectivity in the modern world and with removal of this tower it will have an effect on connectivity. Council should take this into consideration when deciding on the acceptance of auction price including the fact that the price is beneath market value.

ANNEXURES: **Appendix 1: Valuation Report**
Appendix 2: Offer to Purchase

FOR FURTHER DETAILS CONTACT:

NAME	**Yolande van den Berg**
POSITION	***Head: Contract Management***
DIRECTORATE	***Corporate Services***
CONTACT NUMBERS	***021-8088073***
E-MAIL ADDRESS	***Yolande.vandenberg@stellenbosch.gov.za***
REPORT DATE	***07/04/2025***

APPENDIX 1

VALUATION REPORT

ERF 748
FRANSCHHOEK

HCB Property Valuations
35 Long Street
Moorreesburg
7310
Tel: 022 433 2035
Email: admin@hcb.co.za

LIMITATIONS AND RESTRICTIONS

This valuation report has been made with the following general assumptions:

1. No responsibility is assumed for the legal description or for matters including legal or title considerations. Title to the property is assumed to be good and marketable unless otherwise stated.
2. The property is valued free and clear of any or all liens or encumbrances unless otherwise stated.
3. Responsible ownership and competent property management are assumed.
4. The information furnished by others is believed to be reliable. However, no warranty is given for its accuracy.
5. All engineering information is assumed to be correct. The plans and illustrative material in this report are included only to assist the reader in visualizing the property.
6. It is assumed that there are no hidden or unapparent conditions of the property, subsoil, or structures that render it more or less valuable. No responsibility is assumed for such conditions or for arranging for engineering studies that may be required to discover them.
7. It is assumed that there is full compliance with all applicable state and local environmental regulations and laws unless non-compliance is stated, defined and considered in the valuation report.
8. It is assumed that all applicable zoning and use regulations and restrictions have been complied with, unless non-compliance is stated, defined and considered in the valuation report.
9. It is assumed that all required licenses, certificates of occupancy, consents or other legislative or administrative authority from any local or national government or private entity or organization have been or can be obtained or renewed for any use on which the value estimate contained in this report is based.
10. It is assumed that the utilization of the land and improvements is within the boundaries or property lines of the property described and that there is no encroachment or trespassing unless noted in this report.



Signature

LIMITATIONS AND RESTRICTIONS

This valuation report has been made with the following general limiting conditions.

1. The apportionment, if any, of the total valuation figure in this report between land and improvements applies only under the stated client instructions and is hypothetical. The separate allocations for land and buildings must not be used in conjunction with any other valuation and are invalid if so used.
2. Possession of this report, or a copy thereof, does not carry with it the right of publication. It may not be used for any purpose by any person other than the party to whom it is addressed without the written consent of the valuer, and in any event only with proper written qualification and only in its entirety.
3. The valuer herein by reason of this valuation is not required to give further consultation, testimony, or be in attendance in court with reference to the property in question unless arrangements have been previously made.
4. Neither all nor part of the contents of this report (especially conclusions as the value, the identity of the valuer, or the firm with which the valuer is connected) shall be disseminated to the public through advertising, public relations, news, sales, or other media without the prior written consent and approval of the valuer.
5. Neither the whole nor any part of this valuation report or certificate or any reference thereto may be included in any published document, circular or statement, or published in any way without the valuer's written approval of the form and context in which it may appear. The publication shall deem to include references in company accounts and/or director's reports or any other company statement or circular.
6. The valuation is prepared on the basis that full disclosure of all information and facts which may affect the valuation, has been made to the valuer and no liability or responsibility will be accepted whatsoever for the valuation unless such full disclosure has been made.
7. This valuation is solely for the use of the party to whom it is addressed in accordance with the instructions. Reliance on it by any third party cannot be regarded as reasonable and no responsibility to any third party is or will be accepted for the whole or any part of the valuation.
8. The valuer has no personal interest in the property.
9. In the unlikely event of the client incurring any losses due to negligence of the valuers, valuers in training and assistants, the aggregate amount of the damages recoverable against the valuer shall not exceed the fee for providing the service.



Signature

INDEX **PAGE**

1. INTRODUCTION
1.1 Instruction 6
1.2 Date of Valuation 6
1.3 Date of Inspection 6

2. TITLE DEED DESCRIPTION
2.1 Title Deed 6
2.2 Description 6
2.3 Owner 6
2.4 Extent 6
2.5 Purchase Price 6
2.6 Surveyor General Information 7
2.7 Title Deed Conditions 7

3. LOCAL, PROVINCIAL AND CENTRAL GOVERNMENT INFORMATION
3.1 Local Authority 7
3.2 Zoning 7
3.3 Municipal Valuation 8

4. PHYSICAL DESCRIPTION
4.1 Location 8
4.2 Infrastructure 8
4.3 Land 8
4.4 improvements 8

5. MARKET ANALYSIS 9

6. METHOD OF VALUATION 9

7. ESTABLISHMENT OF COMPARABLES
7.1 Highest and Best use 9
7.2 Comparable Properties 9
7.3 Conclusion 10

8. CERTIFYING OF VALUATION 10

INDEX **PAGE**

9. CAVEATS

9.1	Valuation Standard	11
9.2	Statutory Notices & Unlawful Use	11
9.3	Confidentiality	11
9.4	Final Calculation	11

10. ANNEXURES

10.1	Annexure 1 – Valuers Certificates	12
10.2	Annexure 2 – Instruction	13
10.3	Annexure 3 – Copy of Property Report	14
10.4	Annexure 4 – Locality Plan	15
10.5	Annexure 5 – CSG Diagram of Subject Portion	16
10.6	Annexure 6 – Valuation Certificate	17

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 the subject properties referred to in this report and have obtained all the necessary information to determine the market value thereof.

- *See Annexure 1 for Valuer Certificates*

1.1 Instruction

An instruction was received from Mrs Yolande van den Berg of Stellenbsoch Municipality to attend to the valuation of Erf 748, situated in Franschhoek. The purpose of the valuation is to determine the open market valuation of the Subject Portion as on 1 February 2025.

- *See Annexure 2 for Instruction*

1.2 Date of Valuation

The date of valuation as instructed by the client is 1 February 2025.

1.3 Date of Inspection

The property was inspected on 21 February 2025 by Helen Louwrens, Property Valuation Student at CPUT.

2. TITLE DEED DESCRIPTION

- *See Annexure 3 for Copy of Property Report*

2.1 Title Deed

The property report indicates the title deed number as; T70535/1990.

2.2 Description

The portion can be described as “Erf 748, Franschhoek, Western Cape”. Hereafter in the report we will refer to this portion as “subject portion”.

2.3 Owner

The property report indicates the owner of the subject portion as Mun Stellenbsoch.

2.4 Extent

The full extent of the subject property as per the property report is 849m².

2.5 Purchase Price

Not relevant to this report, because it will not have an impact on Market Value.

2.6 Surveyor General Information

HCB could not find any discrepancies regarding the ground layout with the Surveyor General Information.

2.7 Title Deed Conditions

We could not find any special conditions on subject property that may affect the market value.

3. LOCAL, PROVINCIAL AND CENTRAL GOVERNMENT INFORMATION

3.1 Local Authority

This property falls under the jurisdiction of the Stellenbosch Municipality, situated in the Western Cape.

3.2 Zoning

Industrial – as received on instruction from Stellenbosch Municipality.

Use Zone Table

INDUSTRIAL ZONES		
Industrial Zone 1 (IZI)		
The objective of this zone is to accommodate industry uses and service trades that may be carried out without nuisance to other properties or the general public. These uses may be located next to business uses and in close proximity to residential areas, and do not present a potential negative impact on the character or amenity of such areas.	**Primary use** • Light industry	**Consent uses** • Adult entertainment • Adult services • Adult shop • Aqua-culture • Caretaker's quarters • Convenience shop • Liquor store • Office • Place of entertainment • Place of leisure • Place of worship • Renewable energy infrastructure on dedicated structure or carport • Rooftop base telecommunication station • Truck stop • Truck stop accommodation

3.3 Municipal Valuation

Valuation of Subject portion on 01 July 2021 was R880 000-00. Valuation was done using MASS Appraisal and due to this and date of valuation this is not a true reflection of current value.

4. PHYSICAL DESCRIPTION

4.1 Location

Subject property is located in the industrial area of Franschhoek, on Cabriere Street. When standing in Cabriere street, erven to the right-hand side of the subject property are predominantly Industrial properties. Erven across the road are all used for residential purposes.

It is my opinion that the subject property should be associated with the industrial/commercial properties, due to location, access and current zoning.

- *See Annexure 4 for Locality Plan*

4.2 Infrastructure

Definition: The infrastructure and services available to a property include essential utilities like water, electricity, sewage, internet, roads, public transport, and amenities such as schools, healthcare, and shopping facilities.

It was noted that all infrastructure is available to the surrounding erven and services are available.

4.3 Land

Subject property is flat and ground conditions are good, therefore our findings that the topography will not affect market value.





4.4 Improvements

The Subject Property is valued as Vacant. Instruction indicated that telecommunication tower will be removed once property is sold.

5. MARKET ANALYSIS

The definition "Market Value" as laid down by the International Valuation Standards Committee is: *"The estimated amount for which an asset should exchange, on the date of valuation, between a willing buyer and a willing seller, in an arms-length transaction, after proper marketing, wherein the parties had each acted knowledgeably, prudently and without compulsion."*

6. METHOD OF VALUATION

The Comparable Method of valuation is the most suitable method to apply to establish the market value of the subject property. In applying the Comparable Method, it is necessary to investigate the sales of similar types of properties that have been sold.
The below information (see 7.2) is compared to the subject property, which involves judgments as to the degree of similarity regarding value factors such as location, shape of erf and use to which the subject property can be put.

7. ESTABLISHMENT OF COMPARABLES

7.1 Highest and Best use

Definition*: "The most probable use of a property which is physically possible, appropriately justified, legally permissible, financially feasible and which result in the highest value of the property being valued".* Therefore, it could be argued that the highest and best use of a property is, which is physically possible, appropriately justified, legal permissible, financially feasible and which result in the best value of the property to be valued.

I believe, due to zoning, industrial usage would achieve highest and best use.

7.2 Comparable Properties

The following sales were noted and used to arrive at an Open Market Valuation of the Subject Property on 1 February 2025.

Erf	Area	Extent	Date	Sale Price	Comment
903	Franschhoek	352m²	2024/07/05	R2 800 000	Residential
541	Franschhoek	802m²	2023/02/08	R5 706 875	Residential
1628	Franschhoek	524m²	2022/11/22	R3 565 000	Residential



7.3 Conclusion

Vacant residential land in the area sells for between R6 800-00/m² and R7 900-00/m², providing a reliable benchmark for land values in the absence of vacant industrial land sales. While residential and industrial properties serve different purposes, both land types share fundamental market drivers, including location, demand, and development potential. Adjustments will be made to account for zoning differences, permissible bulk, infrastructure requirements, and market-specific demand to ensure an accurate and justified valuation. This approach aligns with industry best practices, ensuring a market-supported estimate when direct industrial land comparables are unavailable.

Due to the location of the subject property, the shape, and current usage, it is my opinion to adjust the lowest tariff with 50%.

I believe a rate/m² of R3 400-00 is applicable to the subject property.

8 CERTIFYING OF VALUE

I hereby certify that I have identified the subject property and obtained all the necessary information to determine the market value thereof.

Accordingly, I hereby certify that in my opinion, to the best of my knowledge, skill and expertise, the value of the subject property on 1 February 2025 to be R2 995 000-00 (two million nine hundred and ninety-five thousand rand) VAT EXCLUDED.



Hendrik Coenraad Botha
Professional Valuer
Registration Number: 5601

21 February 2025
Date of Signature

9 CAVEATS

This valuation has been prepared on the assumption that full disclosure of all relevant information and factors that may impact the valuation has been provided. We accept no liability or responsibility for the valuation in instances where such full disclosure has not been made.

9.1Valuation Standard

This valuation has been conducted in accordance with the guidelines set forth by the South African Institute of Valuers for valuation reports.

9.2 Statutory Notices and Unlawful Use

In cases where Title Deeds have not been reviewed, we have assumed that the property and its value are unaffected by any statutory notices or conditions of Title. Additionally, we assume that neither the property, its condition, its current use, nor its intended use is or will be unlawful.

9.3 Confidentiality

This valuation report has been prepared exclusively for Stellenbosch Municipality for the specific purpose stated herein. It may be shared with your professional advisors assisting in this matter. However, we accept no responsibility to any third party who may rely on this valuation.

9.4 non-Publication

No part of this report, nor any reference to it, may be included in any published document, circular, or statement, nor disclosed publicly in any form, without our prior written consent regarding the form and context in which it will appear.

10 ANNEXURES

10.1 Annexure 1 – Valuer Certificates

SOUTH AFRICAN COUNCIL FOR THE
PROPERTY VALUERS PROFESSION

This is to certify that

HENDRIK COENRAAD BOTHA

is registered as

Professional Valuer

In terms of section 20(2)(a) of the Property Valuers Profession Act, 2000

DATE OF REGISTRATION AS: Professional Valuer: 28 January 2020
DATE OF ISSUE: 25 July 2024
PERIOD OF VALIDITY: 1 July 2024 - 30 June 2029

JF Cloete
President

REGISTRATION No: 5601

ND Naidoo
Registrar

10.2 Annexure 2 – Instruction

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 748
Town/Region:	Franschhoek
Owner:	Stellenbosch Municipality
Zoning and Usage:	Industrial
Date of Valuation:	16/01/2025
Reason for valuation:	For property to be sold on auction.
Any other information you feel is pertinent to the valuation:	Telecommunications Tower on site will be Removed when property is sold.
Expected Delivery Date:	ASAP

Should you have any questions or concerns contact:
Helen: 081 4733 707 / helen@hcbval.co.za
Coenraad: 083 663 2140 / coenraad@hcb.co.za

10.3 Annexure 3 – Copy of Property Report

CMA INFO

Hcb Valuations
Moorreesburg
Helen Louwrens

E-mail: helenlowrens@gmail.com
Cell: 081 473 3707

Tel: 022 433 2035

HCB Group
Tel: 022 433 2035
Email: admin@hcb.co.za
PO Box 247, Moorreesburg, 7310





PROPERTY INFORMATION			
Erf	748	**GPS**	19.115028°E 33.907447°S
Township	FRANSCHHOEK	**Extent**	851 m²
Address	CABRIERE STREET	**Cadastral extent**	849 m²
Suburb	FRANSCHHOEK	**Usage**	Municipal
Municipality	STELLENBOSCH	**Type**	
Province	WESTERN CAPE	**Zoning**	
		Zoning Desc	

MUNICIPAL VALUATION	
Total Value	R 880 000
Valuation Year	2021

SALE INFORMATION			
Owner	MUN GEBIED VAN FRANSCHHOEK	**Title Deed**	T70535/1990
Sale Price	R 20 000	**Bond Holder**	-
Sale Date	1990/09/13	**Bond Amount**	-
Registered	1990/11/23	**Sale Type**	PRIVATE TREATY

ACCOMMODATION							
Condition	-	**Age**		**Building Extent**	-		
Bed Rooms	-	**Reception Rooms**	-	**Alarm**	-	**Perim Security**	-
Bath Rooms	-	**En Suite**	-	**Pool**	-	**Tennis Court**	-
Study	-	**Domestic Accom.**	-	**Garden**	-	**Sprinkler System**	-
Garages	-	**P Bays/C Ports**	-	**Borehole**	-	**Outside Accom.**	-
Special Features							

10.4 Annexure 4 – Locality Plan



10.5 Annexure 5 – CSG Diagram of Subject Portion

VAN DER MERWE, DUXBURY & DUNN
Land Surveyors

COPY

SIDES Metres	ANGLES OF DIRECTION	CO-ORDINATES Y System Lo 19° X	
	Constant	+ 0,00	+3 700 000,00
AB 42,22	268.39.00	A – 10 676,93	+ 53 097,95
BC 12,50	324.39.00	B – 10 719,14	+ 53 096,96
CD 35,00	54.39.00	C – 10 726,38	+ 53 107,15
DA 36,10	144.39.00	D – 10 697,83	+ 53 127,40
	French Hoek	▲ – 9 267,35	+ 47 936,71
	Middenberg	▲ – 6 881,61	+ 52 965,39

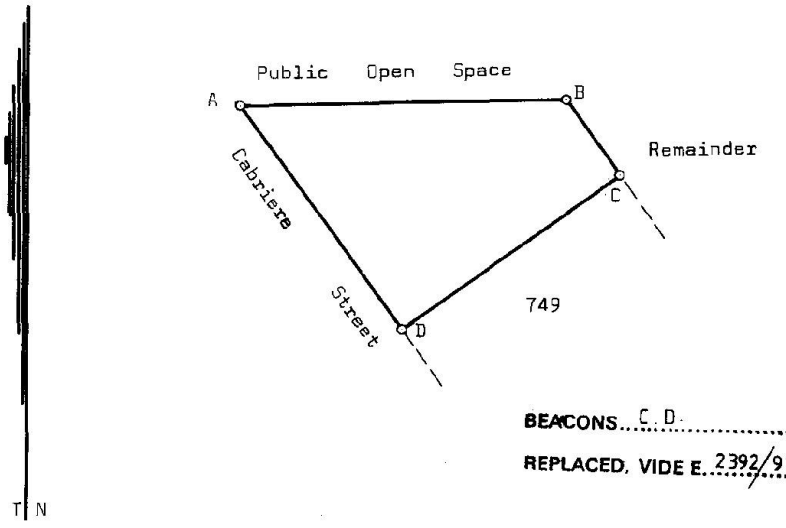
S.G. No. 2825/72

Approved

Surveyor-General 29.9.72

Beacons:

A B C D: 12mm round iron peg



BEACONS C.D.

REPLACED, VIDE E. 2392/91

Scale: 1/750

The figure A B C D

represents 851 square metres of land, being

ERF 748 (portion of Erf 422) FRANSCHHOEK

situate in the Municipality of Franschhoek

Administrative District of Paarl Province of Cape of Good Hope.

Surveyed in September 1971 - January 1972

by ~~me,~~ us,

Land Surveyors

This diagram is annexed to	The original diagram is	File No. S/7042/25
No. T. 399/6/89 dated		S.R. No. E. 871/72
i.f.o	No. 8519/1953 annexed to	Comp. BI – 7CA /X54
	~~Transfer/Grant~~ C.U.T. No. 1954-238-11894	
Registrar of Deeds		

10.6 Annexure 6 – Valuation Certificate

HCB
Valuations and Services (Pty) Ltd

HEAD OFFICE
35 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:	748
Title Deed Number:	T70535/1990
Area/Town:	Franschhoek
Owner:	Mun Stellenbosch
Erf Extent:	849m²
Date of Valuation:	1 February 2025
Reference Number:	STELL/FH/748
Valuation Amount:	**R2 995 000-00 (VAT Excluded)**
Zoning:	Industrial

Comments:

Note: this certificate must be read in conjunction with the valuation report.

Hendrik Coenraad Botha
Professional Valuer
Registration Number:
5601

APPENDIX 2

IKAPA
EXPRESS AUCTIONS
"We Build Partnerships & Relationships"

SALE BY PUBLIC AUCTION

ERF 748 FRANSCHHOEK AND SITUATED AT CABERIERRE STREET, FRANSCHHOEK

AGREEMENT OF SALE

CONDITIONS OF SALE

1 SALE BY PUBLIC AUCTION

1.1 The sale shall be by the rise, subject to the terms and conditions contained in the conditions of sale. The Seller reserves the right to decline to sell to the highest or any bidder.

1.2 The Auctioneer shall have the right to refuse or accept any bid. If any dispute arises between bidders or between any bidder and the Auctioneer, the decision of the Auctioneer shall be final and binding.

1.3 If the Auctioneer makes any mistake, it shall not be binding, but shall, if practicable, be rectified as soon as possible and the Auctioneer shall not on any grounds whatsoever (whether contractual, delictual or otherwise) be responsible therefor or for any loss or damage suffered as a result thereof, or for the fulfilment of these conditions of sale.

2 INTERPRETATION

2.1.1 In these conditions of sale and in the schedule and any annexes thereto -

2.1.2 clause headings are for convenience and are not to be used in their interpretation;

2.1.3 unless the context indicates a contrary intention an expression which denotes -

2.1.3.1 any gender includes the other genders;

2.1.3.2 a natural person includes a juristic person and *vice versa*;

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2.1.3.3 the singular includes the plural and *vice versa*.

2.2 In these conditions of sale, unless the context indicates a contrary intention, the following expressions bear the meanings assigned to them below and cognate expressions bear corresponding meanings -

2.2.1 **"Auctioneer"** means **IKAPA EXPRESS AUCTIONEERS(PTY)LTD per Johan Kotze**

2.2.2 **"property"** means **ERF 748 FRANSCHHOEK AND SITUATED AT CABERIERRE STREET, FRANSCHHOEK**, together with all improvements thereon;

2.2.3 **"purchase price"** means the auction purchase price, exclusive of any value-added tax, (if applicable) at which the property is sold;

2.2.4 **"Purchaser"** means the Purchaser specified in the schedule;

2.2.5 **"schedule"** means the schedule to the conditions of sale;

2.2.6 **"Seller"** means **STELLENBOSCH MUNICIPALITY**

2.3 Any substantive provision conferring rights or imposing obligations on any party in the interpretation clause shall be given effect to as if it were a substantive provision in the body of the agreement.

2.4 Words and expressions defined in any clause shall, unless the application of any such word or expression is specifically limited to that clause, bear the meaning assigned to such word or expression throughout this agreement.

2.5 The terms "holding company" and "subsidiary" shall bear the meanings assigned to them in the Companies Act, 1973 (Act No 61 of 1973).

2.6 Reference to months or years shall be construed as calendar months or years.

2.7 No provision herein shall be construed against or interpreted to the disadvantage of any party by reason of such party having or being deemed to have structured or drafted such provision.

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2.8 The *eiusdem generis* rule shall not apply and whenever the term "including" is used followed by specific examples, such examples shall not be construed so as to limit the meaning of that term.

2.9 Unless specifically otherwise provided, any number of days prescribed shall be determined by excluding the first and including the last day or, where the last day falls on a Saturday, Sunday or public holiday, the next succeeding business day.

2.10 A reference to any statutory enactment shall be construed as a reference to that enactment as at the signature date and as amended or re-enacted from time to time.

2.11 This agreement incorporates the annexes which annexes shall have the same force and effect as if set out in the body of this agreement. In this agreement the word **"agreement"** refers to this agreement and the words **"clause"** or **"clauses"** and **"annexe"** or **"annexes"** refer to clauses of and annexes to this agreement.

2.12 Unless specifically otherwise provided, all amounts in this agreement are exclusive of value-added tax as contemplated in the Value-Added Tax Act, 1991 (Act No 89 of 1991). It is specifically noted that the sale is not a VAT transaction.

3 SALE

The property is sold subject to all the conditions and servitudes mentioned or referred to in the current and/or prior title deeds of the property and to all such other conditions and servitudes as may exist in regard thereto, including the provisions of any applicable town planning scheme. The sale is subject to Council's final approval of the disposal of the property.

The property is currently zoned as "industrial".

4 VOETSTOOTS SALE

4.1 The property is sold *voetstoots* as it stands and in the condition in which it now is. The Seller has no claim in respect of any excess over the measurements appearing in the title deeds, nor is the Seller answerable in damages or otherwise to the Purchaser should the area of the property be less than such measurements.

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4.2 The Purchaser acknowledges having inspected the property.

4.3 The Seller is not obliged to point out any pegs or beacons relating to the property nor is the Seller responsible for the cost of locating them.

4.4 The Seller is not responsible for obtaining any certificate or other evidence that the property is free from infestation by woodborers, termites, white ants, or any other timber destroying or boring insects, and should any such certificate or other evidence be required by the Purchaser it is the responsibility of the Purchaser to obtain such certificate or other evidence at the Purchaser's cost.

4.5 It is recorded that the Seller is not in possession of a certificate of compliance as contemplated in the Regulations deemed to be promulgated in terms of the Occupational Health and Safety Act, 1993 (Act No 85 of 1993), in respect of the electrical installation on the property. The Purchaser acknowledges that the Purchaser is obliged to be in possession of a certificate of compliance by not later than the date of transfer of the property into the name of the Purchaser, and it is the responsibility of the Purchaser to obtain such certificate at the Purchaser's cost.

5 PURCHASE PRICE

The purchase price of the property is R 2,550,000,00 (being the highest bid at the auction or subsequent improved offer in terms of this agreement). This is not a VAT transaction.

The purchase price of the property together with any value-added tax, is payable by the Purchaser as follows -

5.1 an amount equal to 10% (ten percent) of the purchase price shall be paid to the Auctioneer upon signature of these conditions of sale by the Purchaser and held in trust until the date of registration of transfer of the property into the name of the Purchaser;

5.2 the balance of the purchase price, shall be payable against registration of transfer of the property into the name of the Purchaser. As security for the payment of such amount the Purchaser will within 30 (Thirty) days after the date of the auction, furnish the Seller's conveyancers with a bank guarantee or guarantees as required and approved of by the Seller or the Seller's conveyancers, payable to the Seller or the Seller's nominee upon registration of transfer at such place or places as the Seller stipulates.

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5.3 On acceptance of an offer by the seller, the deposit then becomes NON – Refundable.

5.4 The property sale is subject to a final Council resolution confirmation the disposal of the property, which the seller will endeavour to obtain within 60 days of the sale, as same has to be approved by Council.

5.5 Should the offer not be accepted by the seller, the deposit shall be refunded.

6 POSSESSION AND RISK

Possession of the property will be given to the Purchaser on registration of transfer, or on an earlier date as agreed upon by the parties in writing. As from the date of possession or occupation by agreement the property will be at the sole risk, loss or profit of the Purchaser, and the Purchaser will from such date be entitled to the rentals (if any) and be liable for all rates, taxes and other charges in respect of the property. If the Seller has paid any such charge or charges for any period subsequent to the date of possession, the Purchaser will refund to the Seller the charge or charges so paid, and the Purchaser will likewise be entitled to a refund from the Seller of the rentals (if any) collected prior to the date of possession in respect of any period subsequent to the date of possession.

7 TRANSFER AND COSTS

7.1 Transfer of the property will be given to the Purchaser within a reasonable time after the Purchaser has paid the costs and charges referred to in clause 7.2 and has otherwise complied with the provisions of the conditions of sale. Transfer will be effected by the Seller's conveyancers.

7.2 The Purchaser will on demand from the Seller's conveyancers -

7.2.1 pay all costs and charges of and incidental to the transfer of the property, including transfer duty, if applicable;

7.2.2 sign all documents required to be signed by the Seller's conveyancers in order that transfer may be effected.

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7.3 The Purchaser shall not sell or otherwise dispose of the property, nor cede any right or assign any obligation under the conditions of sale prior to the registration of transfer.

8 OCCUPATION AND OCCUPATIONAL RENTAL

8.1 Occupation of the property will be given to the Purchaser on the date of possession.

8.2 In the event that occupation and/possession is granted by the seller to the purchaser prior to the date of registration of transfer, the Purchaser will pay to the Seller, or the Seller's nominee, interest on the full purchase price at the rate of 10% (Ten per cent) *per annum*, payable monthly in advance, from the date of possession to the date of registration of transfer of the property into the name of the Purchaser, both days inclusive.

9 OBLIGATIONS OF THE PURCHASER

With effect from the date of possession should possession/occupation be granted by the Seller to The Purchaser -

9.1 the Purchaser will keep all buildings, fences and other improvements on the property in good order, repair and condition to the satisfaction of the Seller, and should the Purchaser fail to do so, the Seller will be entitled to have effected any repairs the Seller deems necessary to maintain the property in good order, repair and condition, and to recover the cost thereof from the Purchaser on demand, without prejudice to any other rights the Seller may have;

9.2 the Purchaser will not make any alterations or additions to any buildings or improvements on the property before transfer without the Seller's prior written consent, and will submit to the Seller for prior approval plans of any proposed buildings, alterations or improvements. It is a condition of any approval the Seller may give in respect of such plans that the Purchaser procures, before building operations are commenced, a waiver by the contractor of any lien to which such contractor might otherwise become entitled;

9.3 the Seller or the Seller's duly authorised agent is entitled to inspect the property at all reasonable times; and

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9.4 the Purchaser will be obliged to vacate the property upon termination of the conditions of sale for any reason whatsoever, it being agreed that no tenancy is created by any prior possession or occupation.

10 AGENT'S COMMISSION

10.1 Subject to the provisions of clause 10.2, the Purchaser shall be liable for payment of the Auctioneer's commission equal to 5.75 % VAT INC of the purchase price, together with value-added tax thereon, and shall affect payment of such commission forthwith upon conclusion of the auction whereupon these conditions of Sale are to be signed in full and initialled on all appropriate pages by the Purchaser, Auctioneer and witnesses.

10.2 The Auctioneer may appropriate the payment in respect of Auctioneers Commission immediately upon receipt of the Sellers notification of acceptance of the Purchasers offer (hereinafter referred to as the "effective date").

10.3 Should the offer not be accepted by the seller, the commission shall be refunded to the purchaser.

11 BREACH

Should the Purchaser commit a breach of the conditions of sale, the Seller is entitled to give the Purchaser notice in writing calling upon the Purchaser to remedy the breach. Should the Purchaser fail to comply with such notice within 7 (Seven) days of receipt of such notice, then without prejudice to any other rights the Seller may have in law, the Seller is entitled -

11.1 to cancel the conditions of sale comprising this agreement and thereupon -

11.1.1 to retain the deposit paid in terms of clause 5.1, either as *rouwkoop* or by way of a penalty or as agreed liquidated damages, or as a payment in respect of the prejudice agreed as suffered by the Seller as a result of the Purchaser's breach; or

11.1.2 to recover such damages as the Seller may be able to prove the Seller has sustained in lieu of the amount contemplated in clause 11.1.1, in which event the Seller will be entitled to retain any deposit in trust until the actual amount of damages has been determined by a court, and thereupon set off such damages against the amount in trust; or

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11.2 to enforce performance in terms of the conditions of sale, including payment of the full balance of the purchase price owing at the date of the Purchaser's breach, without prejudice to any right the Seller may have to claim damages from the Purchaser.

12 VALUE-ADDED TAX ACT, 1991 (ACT No 89 of 1991) *(where applicable)*

12.1 THERE IS NOT VAT APPLICABLE ON THIS TRANSACTION, VAT only payable on Buyers Commission.

13 NOTICES AND DOMICILIUM

13.1 The parties choose as their respective *domicilium citandi et executandi* for the purpose of legal proceedings and for the purposes of giving or sending any notice provided for or necessary in terms of this agreement, their respective addresses set out in the schedule, provided that a party may from time to time change any address to any other physical address, postal address or telefax address within the Republic of South Africa by written notice to the other party to that effect. Such change of address will be effective 7 (Seven) days after receipt of notice of the change of *domicilium*.

13.2 All notices to be given in terms of this agreement will be in writing and -

13.2.1 if delivered by hand during normal business hours, be rebuttably presumed to have been received on the date of delivery;

13.2.2 if sent by prepaid registered post from within the Republic of South Africa be rebuttably presumed to have been received within 7 (Seven) business days of posting;

13.2.3 if sent by telefax before 16h30 on a business day be rebuttably presumed to have been received on the date of successful transmission of the telefax. Any telefax sent after 16h30 or on a day which is not a business day will rebuttably be presumed to have been received on the following business day.

13.3 Notwithstanding the above, any notice actually received by the party to whom the notice is addressed will be deemed to have been properly given and received, notwithstanding that such notice has not been given in accordance with the provisions of this clause.

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14 GENERAL

14.1 This agreement constitutes the whole of the agreement between the parties hereto relating to the matters dealt with in this agreement and save to the extent otherwise provided herein no undertaking, representation, term or condition relating to the subject matter of this agreement not incorporated in this agreement shall be binding on any of the parties.

14.2 No variation, addition, deletion, or agreed cancellation will be of any force or effect unless in writing and signed by or on behalf of the parties hereto.

14.3 No waiver of any of the terms and conditions of this agreement will be binding or effectual for any purpose unless in writing and signed by or on behalf of the party giving the same. Any such waiver will be effective only in the specific instance and for the purpose given. No failure or delay on the part of any party hereto in exercising any right, power or privilege hereunder will constitute or be deemed to be a waiver thereof, nor will any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

14.4 Save as otherwise herein provided, neither this agreement nor any part, share or interest herein nor any rights or obligations hereunder may be ceded, assigned, or otherwise transferred without the prior written consent of the other parties.

14.5 Any consent or approval required to be given by any party in terms of this agreement will, unless specifically otherwise stated, not be unreasonably withheld.

14.6 This agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same agreement as at the date of signature of the party last signing one of the counterparts. The parties undertake to take whatever steps may be necessary to ensure that all counterparts are duly signed by all of them without delay.

15 SUSPENSIVE CONDITION

15.1 The conditions of sale are subject to the following suspensive conditions, namely that –

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15.1.1 If the sale requires the consent of the Master of the High Court of South Africa, such consent is obtained within a reasonable time;

15.1.2 the final sale of the property is approved by a Council Resolution which the seller will endeavour to obtain within 60 (Sixty) days of the date of the auction.

15.2 Should the aforesaid suspensive conditions not be fulfilled within the period specified above then, the Seller may extend the confirmation period due to circumstances beyond his control.

15.3 In the event that the property is sold to a person acting in the capacity of trustee for a juristic person to be formed and incorporated for the purpose of purchasing the property, should such juristic person to be formed not be registered and thereafter ratify and adopt this agreement, within 7 (Seven) days after the date of signature of the auction, then the Trustee will be and become the Purchaser of the property, and will be bound and obliged to comply with all the terms and conditions contained in the conditions of sale and imposed on the Purchaser.

15.4 In the event of the Purchaser ratifying and adopting this agreement, the Trustee binds and obliges itself as surety and co-principal debtor *in solidum* for all the obligations of the Purchaser in terms of the conditions of sale, and hereby renounces the benefits of exclusion and division, the meaning of which the Trustee declares itself to be fully acquainted with.

* 15.5

16 TRUSTEE AS SURETY

In the event of the Purchaser ratifying and adopting this agreement, the Trustee binds and obliges himself as surety and co-principal debtor *in solidum* for all the obligations of the Purchaser in terms of this agreement, and hereby renounces the benefits of exclusion and division, the meaning of which the Trustee declares himself to be fully acquainted with.

17 AUTHORITY AND LEGAL CAPACITY *(where applicable)*

17.1 In the event that the property is sold to any person who acts or purports to act in a representative capacity, other than that of Trustee, such person shall forthwith upon conclusion of the auction disclose the identity of the principal that he represents and thereupon furnish documentary evidence to the satisfaction of the Auctioneer, or the Seller, as the case may be, of the capacity of the principal to purchase the property and such person's authority to represent and bind the principal concerned.

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Should the property be sold to a person contemplated in clause 17.1 and should such person fail to comply with the requirements of clause 17.1, such person will be and become the Purchaser of the property in his personal capacity, and be bound and obliged to comply with all the terms and conditions contained in the conditions of sale and imposed on the Purchaser.

18 SIGNATURE OF CONDITIONS OF SALE

18.1 The Purchaser shall forthwith upon conclusion of the auction sign the conditions of sale and provide all such information as may be specified in the schedule.

18.2 If the Purchaser fails, for whatever, reason to sign the conditions of sale or furnish any information as aforesaid, the Auctioneer or the Seller, as the case may be, will be entitled but not obliged immediately to declare the sale cancelled without prejudice to any of the Seller's rights, and again to put the property up for auction.

*15.5 Suspensive Condition

ff. The Seller shall remove, or cause to remove, the cellphone tower erected on the Property prior to registration and within 60 (sixty) days of the date of sale and shall level the ground where such tower has been removed.

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SCHEDULE

The conditions of sale, having first been read out aloud in full and a copy thereof prominently displayed at the auction venue, the property described as -

Erf 748 Franschhoek

and situated at - Caberierre Street, Franschhoek

was put up for sale by public auction At FRANSCHOEK

On 31 MARCH 2025

And sold for *(purchase price)* R 2,550,000,00

Purchase price in words TWO MILLION FIVE HUNDRED AND FIFTY THOUSA

Deposit 10% of Purchase Price R255 000

Commission 5.75% of Purchase price R145 3,50

VAT thereon at 15%

Total Received R400,350,00

To *(full name of Purchaser)* SPACELINK CAPITAL

On *(date of auction)* 31 MARCH 2025

Identity / Registration Number [redacted]

Of *(physical address)*

Postal Address

Telefax Address

Telephone Numbers

Signature of Purchaser

The Purchaser, or the Purchaser's duly authorised representative, warranting his authority

Signature of Auctioneer

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The Auctioneer, or the Auctioneer's duly authorised representative, warranting his authority

Signature of Witnesses

1. _____

2. _____

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SCHEDULE

Particulars of Purchaser

Full Name: SPACE LINK CAPITAL

Identity Number [redacted]

Spouses Name:

Identity Number:

How Married:

Residential Address: [redacted]

Postal address; [redacted]

Telephone No: (B)

(H)

(C)

Email address: [redacted]

Other Details:

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CONFIRMATION BY SELLER

Name of Seller	**STELLENBOSCH MUNISIPALITY**
Of *(physical address*	Town House Complex • Plein Street, Stellenbosch, 7600 STELLENBOSCH
Postal Address	_____
Telefax Address	_____
Telephone Numbers	_____
	_____
Signature of Seller	_____ The Seller, or the Seller's duly authorised representative, warranting his authority
Signature of witnesses	1. _____
	2. _____
Date of confirmation by Seller	_____

7.3.3	**RETURN ITEM: FEEDBACK ON PUBLIC PARTICIPATION PROCESS AFTER THE PUBLICATION OF THE INFORMATION STATEMENT OF THE INTENTION TO DISPOSE OF A PORTION OF FARM 528 AND A PORTION OF FARM 529C STELLENBOSCH, ALSO FORMERLY KNOWN AS MOUNTAIN BREEZE CARAVAN PARK**

Collaborator No:
IDP KPA Ref No: **Good Governance**
Meeting Date: **16 April 2025**

1. SUBJECT: RETURN ITEM: FEEDBACK ON PUBLIC PARTICIPATION PROCESS AFTER THE PUBLICATION OF THE INFORMATION STATEMENT OF THE INTENTION TO DISPOSE OF A PORTION OF FARM 528 AND A PORTION OF FARM 529C STELLENBOSCH, ALSO FORMERLY KNOWN AS MOUNTAIN BREEZE CARAVAN PARK

2. PURPOSE

To provide feedback to Council after a Public Participation Process was followed to advertise the intention of Council to dispose of portions of Farm 528 and 529C Stellenbosch, also known as Mountain Breeze Caravan Park.

3. DELEGATED AUTHORITY

Council.

4. EXECUTIVE SUMMARY

Mountain Breeze was a very successful caravan park which sometimes had up to 70 camping sites occupied over the weekend or school holidays. The previous tenant terminated her lease agreement in 2021, and the property has since then been mostly vacant and had no lease agreement in place since then. An item was prepared for Council to consider a way forward with the property in July 2021. At the Council meeting held on 28 July 2021, Council decided to provide an opportunity for the public to submit written inputs on the future use of portions of Farm 528 and 529 Stellenbosch, before deciding on a way forward. The public notice requested inputs on/before 3 September 2021. Various written submissions were received. After taking the comments received into consideration Council resolved on 30 March 2022 as follows:

(a) that Council take note of all the proposals received;
(b) that Council identifies Portions 528 and 529C, Stellenbosch as not currently needed for minimum municipal services;
(c) that a call for proposal for development of the facilities for Cycling, hiking groups, an Eco-education and Adventure centre for school groups along with overnight facilities be advertised;
(d) that the existing buildings and infrastructure be use for the above purpose;
(e) that the facility to be leased for a period of 5 years; and
(f) that successful lessee enter into a rental agreement with the municipality and be responsible for the security, maintenance and the payment of all services of the facility.

The administration reported to council in October 2024 that there are several challenges in implementing the Council resolution dated 27 March 2022. Council reviewed and rescinded the decision of 27 March 2022 and took a new decision:

26TH COUNCIL MEETING: 2024-10-30: ITEM 10.3.2
RESOLVED (majority vote with 3 abstentions)

(a) that the Council resolutions taken on 2022-07-27 be reviewed and rescinded;
(b) that Portions 528 and 529C, Stellenbosch (also known as Mountain Breeze Caravan Park) be identified as land not needed for basic Municipal Services;
(c) that an information statement be prepared for approval by council to indicate Council's intention to sell the property on auction to the highest bidder and that the item and information statement returns to Council for approval of the information statement;
(d) that provision be made for a fall-back clause if the buyer wants to sell the property within 10 years;
(e) that the property must be used as per the current zoning and will be sold voetstoots; and
(f) that an updated property valuation report be obtained before the item be resubmitted to Council.

A valuation report has been received by the administration and is attached to the item. The current zoning is agricultural. It is situated in a mainly agricultural area and opposite the airfield. It is also situated outside the urban edge.

An official Notice was published in Die Burger on 13 December and in Eikestad Nuus on 12 December 2025. Several comments were received from the public which is summarised hereunder as well as attached to the item for consideration by Council. The matter was before the Executive Mayoral Committee in February 2025 however the valuation report was not available, and the item was returned to the administration to obtain a valuation report before the matter returned to Council.

Two very important aspects to note before Council can make a final decision is the following:

1. The administration has not had sight of the Title Deeds and it is therefore not clear if there might be any restrictive conditions registered against the properties; and

2. This portion of Farm 529 has not been subdivided from the main farm and does not have a separate Title Deed and the property can therefore not be sold until a sub-division has been registered. This will have to be done before an auction can take place and the Municipality will have to attend to the application and costs of the sub-division.

5. RECOMMENDATIONS

(a) that Council takes note of the Official Notices which was published in Die Burger on 13 December 2024 in Eikestad Nuus on 12 December 2024;

(b) that Council consider the inputs received from the members of the public during the public participation process; and

(c) that Council consider the way forward with the property.

6. BACKGROUND AND DISCUSSION

6.1 Background

The Mountain Breeze Caravan Park was a very successful Caravan Park and over weekends would have up to 70 campsites occupied. The lease agreement with the previous tenant was terminated in 2021 and Council had to consider a way forward with the property. At the Council meeting held on 28 July 2021, Council decided to provide an opportunity for the public to submit written inputs on the most possible future use of the facility, before deciding on a way forward. The public notice requested inputs on/before 3 September 2021. Various written submissions were received. Council resolved on 30 March 2022:

(a) that Council take note of all the proposals received;

(b) that Council identifies Portions 528 and 529C, Stellenbosch as not currently needed for minimum municipal services;

(c) that a call for proposal for development of the facilities for Cycling, hiking groups, an Eco-education and Adventure centre for school groups along with overnight facilities be advertised;

(d) that the existing buildings and infrastructure be use for the above purpose;

(e) that the facility to be leased for a period of 5 years; and

(f) that successful lessee enter into a rental agreement with the municipality and be responsible for the security, maintenance and the payment of all services of the facility.

The administration reported to council in October 2024 that there are several challenges in implementing the Council resolution as intended on 30 March 2022. Council reviewed and rescinded the decision of 30 March 2022.

A new decision was taken on 30 October 2024:

(a) that the Council resolutions taken on 2022-07-27 be reviewed and rescinded;

(b) that Portions 528 and 529C, Stellenbosch (also known as Mountain Breeze Caravan Park) be identified as land not needed for basic Municipal Services;

(c) that an information statement be prepared for approval by council to indicate Council's intention to sell the property on auction to the highest bidder and that the item and information statement returns to Council for approval of the information statement;

(d) that provision be made for a fall back clause if the buyer wants to sell the property within 10 years;

(e) that the property must be used as per the current zoning and will be sold voetstoots; and

(f) that an updated property valuation report be obtained before the item be resubmitted to Council.

The current zoning is agricultural and rural, and it had a consent use for a camping site. See **APPENDIX 13.** It is situated in a mainly agricultural area and the close to the airfield. It is also situated outside the urban edge.

Council approved an Information statement which was published and several comments as discussed hereunder were received by the administration for consideration by Council before a decision is made.

A valuation report has been obtained and is attached and discussed hereunder.

It is important to note that the administration has not had sight of the title deeds and there is a possibility that there might be restrictive conditions in the title deed. The portion of Farm 529 Stellenbosch has not been subdivided from the main Farm (which includes Stellenrust Wine Farm and Annandale Wine Farm) and can therefore not be sold if a subdivision is not registered. This process will have to be finalised before an auction can take place and it will have to be done by the administration and at the costs of the Municipality.

6.2 Discussion

6.2.1 Public Participation Process and Comments received:

An Information Statement was approved by Council and the Official Notice was published in Die Burger as well as Eikestad Nuus on 12 and 13 December 2024 calling on the public to provide comments, inputs or alternative proposals before close of business on 12 February 2025. A copy of the Notice which was published is attached hereto as **APPENDIX 1.**

This property is situated outside the urban edge and there is no existing lease for the caravan park. An auction process will be an open and fair process where everybody would be able to bid within the terms of the auction. After an auction the result of the highest bid comes back to council for an in-principle decision, a further public participation process is followed and the inputs from National and Provincial treasury is elicited before a final decision is made.

Various comments were received from the public which is summarised and discussed hereunder.

APPENDIX 2 - From Brian Burgess:

Mr. Burgess states that the Mountain Breeze Caravan Park has not been in use for a number of years and has rapidly deteriorated. It is currently housing illegal occupants and poses a great threat or danger to the surrounding area, landowners, public and tourists. He states that for the last 30 to 34 years the Municipality has been receiving nil or very little income form the property and the underutilized property has, and still is, creating a huge burden to the Municipal Budget as well as the taxpayers.

He is of the opinion that the decision to dispose of the property by auction could be seen as a positive step in the right direction and could lead to advantages and income for the Municipality. He says that new socio-economic advantages to the area could also be created from its future development stemming from its sale and rendering of future monthly Municipal levies and accounts, including job creation for the local community. The sale and its development could also assist in encouraging and stimulating positive growth of tourism in Stellenbosch. He states that this property

should be an added attraction to the area rather than a public eyesore or danger discouraging tourists who pass by daily as it is situated on the R44 highway.

Mr. Burgess further gives alternative proposals which could positively assist with creating further, continuous financial advantages for the Municipality and also prevent and protect the property from falling back into its current unacceptable state with nil income and stagnation, together with illegal occupation. His alternative proposals include:

1. An international winelands tasting facility and accommodation;

2. Upgrading and conversion of existing structures to establish an Outreach Centre with accommodation, hiking and cycling trails;

3. International Convention Centre and accommodation; and

4. Educational / Training centre or School.

APPENDIX 3 - From Trevor Strydom:

The submission received from Mr. Strydom involves retaining the property in two separate portions:

1. Portion A (Forest In-Perpetuity): This portion will be the portion on the Somerset West Side of the Stellenrust Road.

   This portion to be retained as a heritage site Forest In-Perpetuity (as it currently is), but with indigenous trees planted to replace the stony pines as and when they fall due to old age. The property can be:

   a) Retained and owned by the Municipality to as a historical forest in-perpetuity to ensure the visual impact from the R44 highway and surroundings of the forest (known as Louw se Bos) is always retained as critical from a visual impact point of view; or

   b) Sold to a member of the public, on the basis that the forest portion is retained as a forest in-perpetuity; or

   c) Sold to Audacia wine farm, the adjacent property owner, on the basis that the portion is retained as a forest in-perpetuity.

2. Portion B (Caravan Park): The portion on the Stellenbosch side of Stellenrust Road.

   It is suggested that the entrance on the R44 be closed and a new entrance be created 150m in on the Stellenrust road. It is recommended that the property be retained as a caravan park and venue, which is needed in Stellenbosch and can be operated with very little impact on the surrounding environment. The visual impact can also be improved. The property can be:

   A) Retained and owned by the Municipality and leased out as a caravan park; or

   B) Sold on the basis that the portion is retained as a caravan park.

APPENDIX 4 - From Sue McNaughton:

Mrs. McNaughton suggests that the bottom portion (Somerset West side of Stellenrust road) be sub-divided in five one-hectare properties it would make more sense for the municipality as it would mean more income. She suggests that the neighbours would not challenge this as there is a precedent set by Audacia by selling off two portions.

APPENDIX 5 – From Franklin Adams:

Mr. Adams vehemently objects against the proposal to sell the property. He is of the view that this decision will primarily protect the status quo that will not be in the interest of economic justice. He says that the land should rather be utilised for future municipal services that will include social services to the benefit of the previously disadvantage communities, especially located in Jamestown and the surrounding farm workers. He suggests that the Municipality conduct a transparent process with the Jamestown residents and adjourning farms to get their respective inputs as how best to utilize the land. He says that there is sufficient space to consider an integrated mixed-use development that will include all relevant social services e.g. social and affordable houses, economic development and eco-tourism.

APPENDIX 6 - From Cathleen Booysen:

Mrs. Booysen objects to the disposal on the following grounds:

1. Lack of Public Consultation and Transparency – she says that fair participation from interested parties has been limited as a result of insufficient public consultation and disclosure of important information pertaining to the land in question

2. Social and environmental issues – the land in question might be important to society and culture, or it might have environmental significance. Long-term harm could result from any lease renewal or allocation that does not include comprehensive environmental impact evaluations and stakeholder involvement;

3. Possible conflict of interest – there are worries that there might be conflicts of interest or partiality in the selection process for the proposals and/or lease renewal. To guarantee accountability and justice, a transparent and impartial review process should be put in place;

4. A different and more helpful use – there may be a more advantageous use for the land that would meet the needs of the community, including housing, public amenities, or conservation. A reassessment should be carried out before proceeding with any decision.

Based on the above she urges the Municipality to halt any further action regarding the call for proposals or lease extension until a thorough and transparent review is conducted. She further urges the Municipality to conduct meaningful public participation and consider alternatives that will serve the interest of the community and she asks that a fair and competitive process in the allocation of land be followed.

APPENDIX 7 - From Clifford Edward George Coombe:

Mr. Coombe represents the owners of Portion 1, Audacia – the adjacent property which will be used for residential purposes. The submission involves retaining the property in two separate portions:

1. Portion A (Forest In-Perpetuity):

   This is the portion on the Somerset West side of Stellenrust Road. Mr. Coombe says that regardless of who the owner is, security is of paramount importance and securing the perimeter of the forest should be priority. It is suggested that this portion be retained as a Forest In-Perpetuity (as it currently is). It is a landmark in the area and had a major influence when the decision was taken to purchase the property referred to as Audacia 1. Converting the forest to an indigenous forest over the next 20-50 years should be done by planting indigenous trees in time to replace any of the stone pines that are lost due to old age. They suggest the following for this portion of land:

   A) This portion should be retained as a forest in-perpetuity;

   B) Should the property be sold it should remain a forest in-perpetuity and no residential development should be allowed by the new owner. The property can be used for eco-tourism, bird watching, educational facilities and similar activities that are complimentary to the caravan park; or

   C) The property can be made available to the Department Arts and Social Science of the University of Stellenbosch to be used for public art.

2. Portion B (Caravan Park):

   This is the portion on the Stellenbosch side of the Stellenrust Road. Mr. Coombe states that the property should be retained as it will be in the best interest of promoting Stellenbosch as a destination for nature lovers and environmentally conscience tourists. It should however be upgraded to “best of industry standards”. They suggest the following:

   A) The property can be retained by the Municipality and leased out as a Caravan Park, ensuring that the forest is retained and thereby protecting the various bird species; or

   B) The property could be sold on the basis that the portion be retained as a Caravan Park ensuring that the forest is retained as well as eco-tourism destination.

APPENDIX 8 - From John Andrews:

Mr. Andrews objects to the proposed disposal of Mountain Breeze as he believes that this property has significant recreational and tourism value, and its disposal may not be in the best interest of the community. He further believes that the proposal requires further consideration and consultation with the community. He requests that the Municipality:

1. Provides more information about the proposed disposal;

2. Conducts Public Hearings and engages with the community to address concerns; and

3. Considers alternative options that prioritise community benefit and public interest.

APPENDIX 9 - Comments received from Southern Africa Aboriginal Congress:

The Southern Africa Aboriginal Congress states that they object to the disposal of Mountain Breeze on the grounds that the Municipality failed to take into account the historical Aboriginal Natives' land rights, further that the Municipality failed to take into account food security and food security zones. They also state that we failed to take into account culture and heritage impacts of destruction for plunder.

They state that they are of the intention to secure a long-term lease and transform the site into a cultural heritage centre and tourist attraction / destination and create job opportunities for the Aboriginal Natives resident in the area.

According to them historically, the property is situated on Aboriginal Native lands and the land cannot be sold or transferred without their approval, as stipulated in the Coloured Persons Communal Reserve Land Trust Act 3 of 1961. Although Act 3 of 1961 was, according to them, unlawfully repealed by the national government without their consent, the Trust remains valid and cannot be dissolved without our agreement.

APPENDIX 10 - Comments received from United Sovereign Cape Kingdoms:

The United Sovereign Cape Kingdoms state that they are very unhappy and feel that the Municipality does not take the community of Stellenbosch in consideration when discussions and decisions affecting the community are being taken. They object to the proposed disposal of the property on the following grounds:

1. Lack of public participation and involvement;

2. No Transparency;

3. Fair participation;

4. Non disclose;

5. Proposals for leases; and

6. Disclosure of information.

APPENDIX 11 - Comments received from Sylvia Bell:

Mrs. Bell is objecting to the disposal of the property on the grounds that she is of the opinion that the Public Participation time frames are not efficient for the broader Stellenbosch Communities to take in what plans are at Council. She states that she became aware through Eikestad Media on 31 January 2025. She requests an extension of the timeframe for public participation.

APPENDIX 12 - Comments from Jacques de Villiers:

Mr. de Villiers is seeking clarity on the current structures on the property and whether or not Council will expect of the new owner to demolish the current structures in order for the property to align with the agricultural zoning and the amount of structures allowed under agricultural zoning.

6.2.2 Valuation Report

A valuation report was obtained by the administration and is attached hereto as **APPENDIX 14.** In terms of the valuation report the fair market value of the property is R 31 550 000.00.

The valuation report also indicates that there are permanent "tenants" who have erected structures (wooden houses) on the premises. This was done in agreement with one of the previous tenants and these "tenants" have bene living on the premises for several years. They have indicated their willingness to pay for the use of the premises however this has not been accepted by the Municipality pending the determination on the way forward with this property. It could be considered that short term lease agreements be entered into with these occupants in order to assist with the monthly expenses.

6.2.3 Locality and context

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

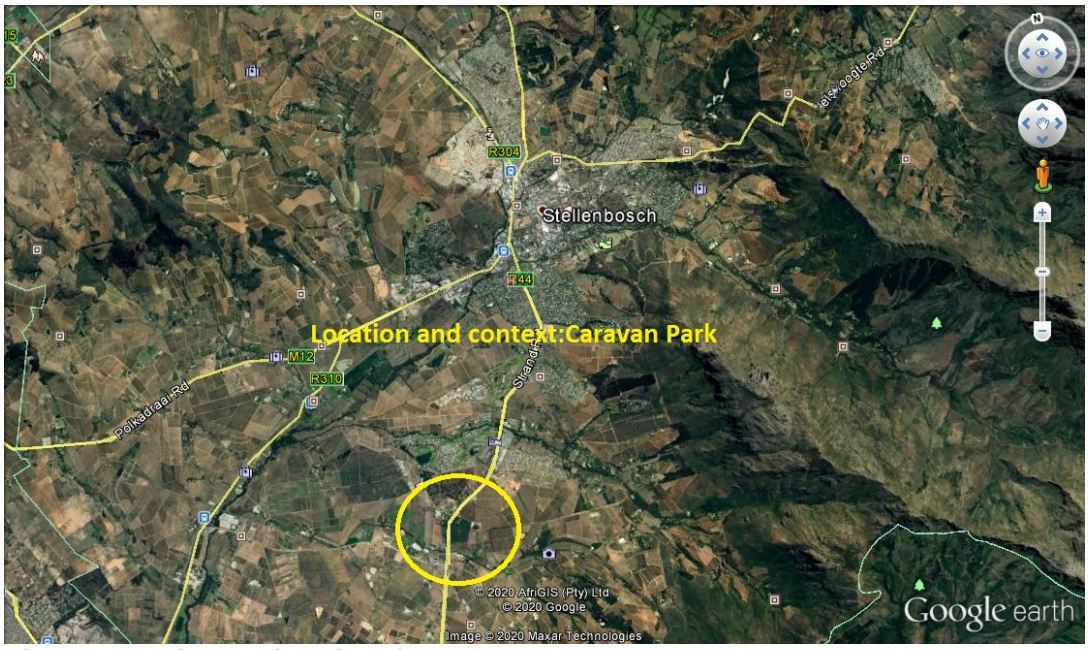


Fig 1: Location and regional context



Fig 2: Extent of property(s)

6.2.4 Ownership

The ownership of the two properties vests in Stellenbosch Municipality by virtue of Title Deeds STFH-891 and STFH6-4/1890, respectively.

6.2.5 Access

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

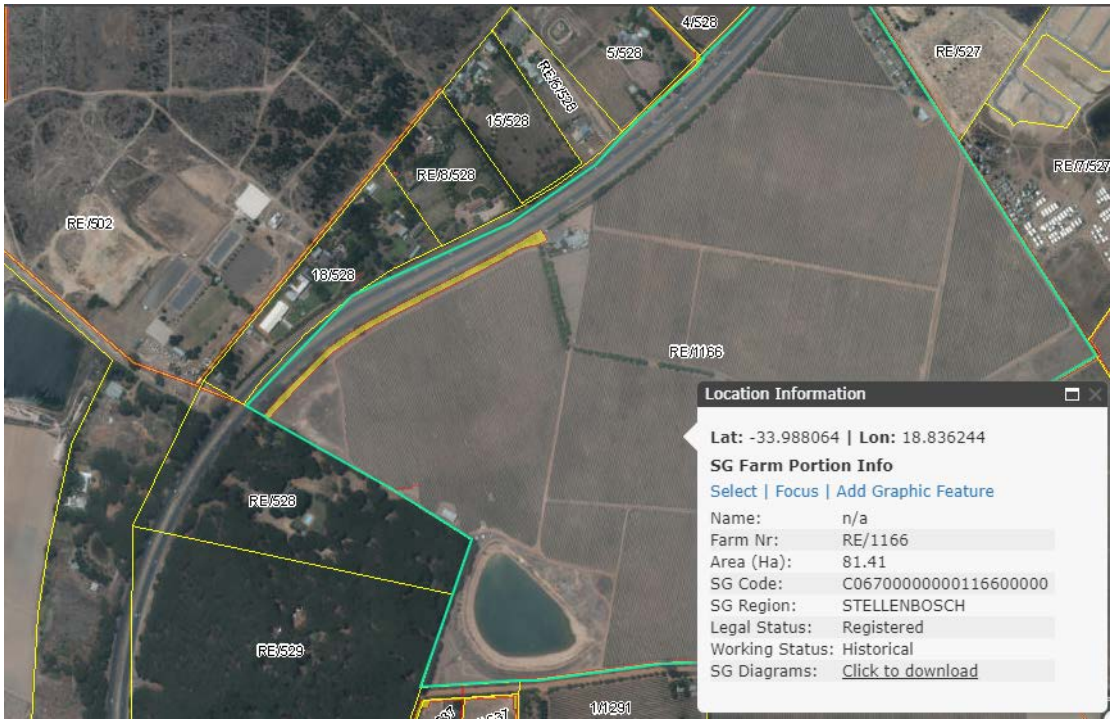


Fig 3: Access road

The servitude was registered at the Surveyor General in 1985, LG Diagram 8786/83.

6.2.6 Access to services

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

6.2.7 Improvements

There are various buildings on the site including some chalets, a swimming pool and a hall with a kitchen. Most of these buildings has been vandalised to the extend that they cannot be used. Most of the damage and vandalism occurred over the last year.

6.3 Financial Implications

The valuation report indicates that the property has a fair market value of R31 550 000.00. As indicated above the property will first have to be subdivided from the main farm and the costs of the subdivision application as well as registration with the Surveyor General will have to be paid by the Municipality.

6.4 Legal Implications

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

"1)a) The accounting officer has, in terms of Regulation 35, concluded a public participation process regarding the proposed granting of the right; and

b) The municipal Council has approved in principle that the right may be granted.

2) Sub-regulation (1)(a) must be complied with only if:

a) the capital asset in respect of which the proposed right is to be granted has a value in excess of R10m; and

b) a long-term right is proposed".

"3) a) Only a Municipal Council may authorise the public participation process referred to in sub-regulation (a)

b) a request to the Municipal Council for the authorisation of a public participation process must be accompanied by an Information Statement, stating:*

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

ii) any expected benefit to the municipality that may result from the granting of the right;

iii) any expected proceeds to be received by the municipality from the granting of the right; and

iv) any expected gain or loss that will be realised or incurred by the municipality arising from the granting of the right".

If Council resolved to sell the property, the item will be returned to council after the process for another process in terms of section 32 and 34 of the Asset transfer regulations during which the views of National and Provincial treasury need to be followed. After the second process only, Council can take a final decision on the selling of the property

6.5 Staff Implications

There are currently three staff members employed on short term contracts until a final decision is taken. They are entrusted with cleaning of the ablution facilities and access control. The ablution facilities are used by the occupants of the private structures. The municipality has also appointed a security firm to deploy a security guard on a night shift to the property.

6.6 Previous / Relevant Council Resolutions

3RD COUNCIL MEETING: 2022-03-30: ITEM 11.2.2

RESOLVED (nem con)

a) that Council take note of all the proposals received;
b) that Council identifies Portions 528 and 529C, Stellenbosch as not currently needed for minimum municipal services;
c) that a call for proposal for development of the facilities for Cycling, hiking groups, an Eco-education and Adventure center for school groups along with overnight facilities be advertised;
d) that the existing buildings and infrastructure be use for the above purpose;
e) that the facility to be leased for a period of 5 years; and
f) that successful lessee enter into a rental agreement with the municipality and be responsible for the security, maintenance and the payment of all services of the facility.

5TH COUNCIL MEETING: 2022-05-25: ITEM 13.3
RESOLVED (nem con)
that Council approves the Information Statement for publication.

6TH COUNCIL MEETING: 2022-07-27: ITEM 11.3.2
RESOLVED (majority vote with abstentions)
(a) that Council considered the input received on the Information Statement;
(b) that Council confirms the decision to identify Portions 528 and 529C, Stellenbosch as
land not needed for municipal services;
(c) that a call for proposal for development of the facilities for Cycling, hiking groups, an
Eco-education and Adventure centre for school groups along with overnight facilities be advertised;
(d) that the existing buildings and infrastructure be used for the above purpose;
(e) that the existing facility be leased for a period up to 9 years; and
(f) the successful lessee must enter into a rental agreement with the municipality and be responsible for the security, maintenance and the payment of all services of thefacility.

26TH COUNCIL MEETING: 2024-10-30: ITEM 10.3.2
RESOLVED (majority vote with 3 abstentions)

a) that the Council resolutions taken on 2022-07-27 be reviewed and rescinded;
(b) that Portions 528 and 529C, Stellenbosch (also known as Mountain Breeze Caravan Park) be identified as land not needed for basic Municipal Services;
(c) that an information statement be prepared for approval by council to indicate Council's intention to sell the property on auction to the highest bidder and that the item and information statement returns to Council for approval of the information statement;
(d) that provision be made for a fall back clause if the buyer wants to sell the property within 10 years;
(e) that the property must be used as per the current zoning and will be sold voetstoots; and
(f) that an updated property valuation report be obtained before the item be resubmitted to Council.

The following Councillors requested their votes of dissent be minuted:

Cllrs J Andrews; MM Danana; JA Davids; RB Hendrikse; N Mananga-Gugushe; EP Masimini; M Nkopane; N Ntsunguzi; GA Petersen; MG Rataza; A Tomose and M van Stade.

27TH COUNCIL MEETING: 2024-11-27: ITEM 10.3.4
RESOLVED

(a) that Council approves the Information Statement for public participation; and
(b) that it be noted that the item will return to Council for the consideration of an in-principle decision after the public participation process.

6.7 Risk Implications

Vandalism and illegal occupation.

6.8 Comments from Senior Management

6.8.1 Director: Infrastructure

No comment.

6.8.2 Municipal Manager

The property should be subdivided before it can be sold on auction.

ANNEXURES:

Appendix 1: Official Notice

Appendix 2: Comments from Brian Burgess

Appendix 3: Comments from Trevor Strydom

Appendix 4: Comments from Susan McNaughton

Appendix 5: Comments from Franklin Adams

Appendix 6: Comments from Cathleen Booysen

Appendix 7: Comments from Clifford Edward George Coombe

Appendix 8: Comments from Johan Andrews

Appendix 9: Comments from Southern Africa Aboriginal Congress

Appendix 10: Comments from United Sovereign Cape Kingdoms

Appendix 11: Comments from Sylvia Bell

Appendix 12: Comments from Jacques de Villiers

Appendix 13: Zoning Certificate

Appendix 14: Valuation report

FOR FURTHER DETAILS CONTACT:

NAME	**Yolande van den Berg**
POSITION	***Head: Contract Management***
DIRECTORATE	***Corporate Services***
CONTACT NUMBERS	***021-8088073***
E-MAIL ADDRESS	**yolande.vandenberg@stellenbosch.gov.za**
REPORT DATE	***2025/04/07***

APPENDIX 1

STELLENBOSCH

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LOCAL AUTHORITY NOTICE
OFFICIAL NOTICE AS CONTEMPLATED IN REGULATIONS 32, 33, 34 AND 35 OF THE MUNICIPAL ASSET TRANSFER REGULATIONS
PROPOSED DISPOSAL OF ASSET PORTIONS OF FARM 528 AND 529, STELLENBOSCH: MOUNTAIN BREEZE CARAVAN PARK

1. Introduction:

Notice is hereby given in terms of Regulations 32,33, 34 and 35 of the Asset Transfer regulations (ATR) of 22 August 2008 that Council is considering possible disposal of portions of Farm 528 and 529, Stellenbosch, formerly known as Mountain Breeze Caravan Park.

2. Background / Reasons for proposed Awarding of Rights

2.1 Existing Contractual arrangements

Stellenbosch Municipality and Stellenbosch Caravan Park CC concluded a long term lease agreement during 1992 for a period of 30 years up until 31 March 2021. This agreement was ceded to Mountain Breeze Caravan Park and after expiration of the agreement was extended on a month-to-month basis. The lease agreement was terminated on 30 June 2021 whereafter the Municipality took over the day-to-day upkeep of the premises, but closed it to the public. In March 2022 after receiving comments from the public Council resolved to go out on call for proposal to use the facilities for cycling, hiking groups, eco education and an adventure centre for school groups with overnight facilities. During October 2024 the administration reported back to Council that there are many difficulties with implementing the Council resolution especially due to the services and zoning of the property. On 30 October 2024 resolved as follows:

(a) that the Council resolutions taken on 2022-07-27 be reviewed and rescinded;
(b) that Portions 528 and 529C, Stellenbosch (also known as Mountain Breeze Caravan Park) be identified as land not needed for basic Municipal Services;
(c) that an information statement be prepared for approval by council to indicate Council's intention to sell the property on auction to the highest bidder and that the item and information statement returns to Council for approval of the information statement;
(d) that provision be made for a fall-back clause if the buyer wants to sell the property within 10 years;
(e) that the property must be used as per the current zoning and will be sold voetstoots; and
(f) that an updated property valuation report be obtained before the item be resubmitted to Council

3. Discussion

3.1 Public Participation Process

In terms of Regulations 34 and 35 of the Asset Transfer Regulations, before Council makes a decision on disposing of property, Council requested the Municipal Manager to first conduct a public participation process.

3.2 Information Statement

When following the public participation process to consider to dispose of property, an Information Statement referred to in Regulation 34 is published.

The Information Statement contains the following:

1. **The reasons for the proposal to dispose of the property**
   Council resolved on 30 October 2024 to review and rescind the resolution on 27 July 2022 and resolved inter alia:

(a) that the Council resolutions taken on 2022-07-27 be reviewed and rescinded;
(b) that Portions 528 and 529C, Stellenbosch (also known as Mountain Breeze Caravan Park) be identified as land not needed for basic Municipal Services;
(d) that provision be made for a fall-back clause if the buyer wants to sell the property within 10 years;
(e) that the property must be used as per the current zoning and will be sold voetstoots; and
(f) that an updated property valuation report be obtained before the item be resubmitted to Council

2. **Any expected benefits to the municipality that may result from the granting of the right**

The disposal of the property will bring in revenue that Council can use for other purposes. The facility is currently not used optimally and if disposed of and used within the Zoning rights approved can enhance the agricultural usages around it. The people that are currently illegally occupying the land will have to be removed by the new owner.

3. **Any expected proceeds to be received by the Municipality from the granting of the rights**

The land will be sold on auction and the municipality will set a reserve price that will not be less than the market value of the property. As this will be an open bidding process the highest price will encourage competition. A final decision by council will be taken after the auction to dispose of the property and council may at that stage decide not dispose of the property.

4. **Any expected gain or loss that will be realised or incurred by the Municipality arising from the granting of the right.**

The aim of the disposal is to get revenue from a piece of land that is currently not used optimally. The costs for the eviction of current illegal occupants will be for the cost of the bidder as well as the costs for the transfer.

3.3 Invitation to submit comments/inputs or alternative proposals

Interested and affected parties / individuals are hereby invited / called upon to submit comments / inputs or alternative proposals in respect of the possible granting of the rights referred to above.

Any such comments/inputs or alternative proposals must be in writing and must reach the office of Property Management by no later than 12 February 2025 at close of business at the address or e-mail listed below:

Physical address: 3rd Floor, NPK building, cnr Plein and Ryneveld Streets, Stellenbosch
For attention: Yolande van den Berg
Landline: 021 808 8073
Email: Municipal.Manager@stellenbosch.gov.za

Any queries can be addressed to: Yolande van den Berg at yolande.vandenberg@stellenbosch.gov.za

Please note that an Information Statement as contemplated in Regulation 34(3)(b) of the Asset Transfer Regulations as well as the agenda item that served before Council, are available on the Stellenbosch Municipality website together with this notice. The full item is contained in the Council Agenda of 30 October 2024 as well as 27 November 2024 that is also on the website.

3.4 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 Property Management Office, where a staff member of the Municipality will assist such person to transcribe that person's comments/inputs or alternative proposals.

GERALDINE METTLER
MUNICIPAL MANAGER:
STELLENBOSCH MUNICIPALITY

Proof
Proof

APPENDIX 2

Yolande van den Berg

From: Brian Burgess <[redacted]>
Sent: Friday, 31 January 2025 15:49
To: Yolande van den Berg
Subject: [EX] MOUNTAIN BREEZE CARAVAN PARK STELLENBOSCH

CAUTION: This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Att ; YOLANDE VAN DEN BERG
Head : Contract Management
Corporate Services.

RE : MOUNTAIN BREEZE CARAVAN PARK STELLENBOSCH

Good day Yolande,

With reference to the advertisement concerning the above, which appeared in the Eikestadnuus dated 12 Dec. 2024, I would like to confirm that the owner of the farm adjacent to the Caravan Park also known as Mountain Breeze farm , is interested in and intends placing a bid for the acquisition of the Mountain Breeze Caravan Park, when the auction date and details are publicly advertised.

In terms of the advertisement - **The Local Authority Notice - clause 4. - 3.3 Invitation to submit comments / inputs or alternative proposals,** as requested in the advert , here are the comments /inputs or alternative proposals for your consideration , as stated below :-

SUBMISSION OF - COMMENTS / INPUTS OR ALTERNATIVE PROPOSALS. as follows;-

Comments / inputs.

1. The Mountain Breeze Caravan Park has not been in use for a number of years.
2. It has rapidly deteriorated,
3. It is currently housing illegal occupants,
4. Poses a great threat or danger to the surrounding area , landowners , public and tourists alike.
5 For the past 30 to 34 years the Municipal finances and budget of Stellenbosch , has been receiving nil , or very little income or financial benefit from the ownership of this property .
6 The underutilized property has been, and is still creating a huge burden to the municipal budget and also to the public taxpayers and their money,
7. The decision to dispose of the property by auction could be seen as a positive step in the right direction and could lead to advantages and income for the Municipality and should be supported by all concerned with the future wellbeing and growth of the territory.
8.This action could mean great financial advantages and benefits to the Municipality's on-going Municipal accounts and budgeting programme.

9. New socio economic advantages to the area could also be created from its future development, stemming from its sale and rendering of future monthly Municipal levies and accounts , including job creation for the local community.
10. The sale and its development aspect could also assist in encouraging and stimulating positive growth of National , as well as International Tourism interests in Stellenbosch , including it's famous history and it's winelands ,
11. This property, should be an added attraction , rather than a public evesore or danger , discouraging National as well as International visitors and tourists , who pass by the property daily , positioned and situated as it is on the R44 Highway and Stellenrust Road area, in the heart of the Stellenbosch winelands.

It is further noted that the advertisement extends its abovementioned request for comments to include -

ALTERNATIVE PROPOSALS. Which is mentioned in the advertisement ,could positively assist with creating further , continuous financial advantages for the Municipality in the longer term, and also preventing and protecting the property from falling back into its current unacceptable state with - nil income and stagnation, together with occupation by illegals.

As an example , the following future Alternative Proposals , would also tend to **" enhance the agricultural usages around it "** as mentioned in the advert ,and could be included in a later application to be considered by the Municipality , taking the form of one the following :-

ALTERNATIVE PROPOSALS.

+ An International winelands tasting facility. and accommodation.
+ Upgrading & conversion of existing structures to establish an Outreach Centre with accommodation, hiking & cycling trails.
+ International Convention Centre & accommodation.
+ Educational/ Training centre or School.

These suggested above proposals would all be supportive of the following aim, as stated by the Municipality in the information statement.
Refer INFORMATION STATEMENT CL 4. - "Aim of the disposal is to get revenue from a piece of land that is currently not used optimally. "

Consideration of any one of the above types of future proposals for the existing Caravan Park and its disposal , could be the vision and beginning of a continuous flow of income and financial advantages to the Stellenbosch Municipality, on an evergreen basis.

Refer INFORMATION STATEMENT CL2. " Any expected proceeds to be received by the Municipality from granting the rights.

It would innovative to consider here that the Municipality would not only receive a " once off " amount of income on the sale of the property but , by keeping the door open and including considerations of future proposals, such as the above mentioned examples ,could create and generate large amounts of secure , continuous, long term financial income to the Municipality

.....

Please let me know by confirming back to me as soon as possible , if the above mentioned details , comments, input and proposals are sufficient for your requirements concerning the above, which advertised the closing date of 12 February 2025 , as stated in the Local Authority Notice dated 12 December 2024. in the Eikestadnuus advertisement.

Kind regards,

Brian Burgess Consultant
QS UCT 1966.
Authorised by Owner of adjacent
Mountain Breeze Farm
Mobile [redacted]

APPENDIX 3

Submission made by:

Trevor Strydom, Audacia Wines, R44 Highway, Stellenbosch
Phone: [redacted]
Cell: [redacted]
Email: [redacted]

06/08/2025

SUBMISSION AND INPUT IN TERMS OF THE PROPOSED DISPOSAL OF PORTIONS 528 AND 529, STELLENBOSCH (MOUNTAIN BREEZE CARAVAN PARK)

This submission is done in terms of the request from the Stellenbosch Municipality to get inputs from the public in terms of the official notice of proposed disposal of the asset portions of farm 528 and 529 Stellenbosch: Mountain Breeze Caravan Park.

The caravan park is situated on Portions 528 and 529, of the R44 Highway, as shown below:



PROPOSED ALTERNATIVE / FUTURE USE SUBMISSION INPUT:

This submission involves retaining the property in two separate portions:

1.) **PORTION A (FOREST IN-PERPETUITY):** This portion will be the portion on the Somerset West Side of the Stellenrust Road.

This Portion to be retained as a heritage site **FOREST IN-PERPETUITY** (as it currently is), but with indigenous trees planted to replace the stony pines as and when they fall

due to old age. This historical forest portion be cleared of the current shack dwellers. The entrance to the property to be 150m from the R44 Highway.

The property can be:

(a) Retained and owned by the municipality as a **historical forest in-perpetuity** to ensure the Visual impact from R44 Highway and Surroundings of the forest (known as Louw se Bos) is always retained as critical from a visual impact point of view.

(b) Sold to a member of the public, on the basis that the forest portion is retained as a **forest in-perpetuity**.

(c) Sold to Audacia Wine farm, the adjacent property owner, on the basis that the portion is retained as a **forest in-perpetuity**.

2.) **PORTION B (CARAVAN PARK):** This portion will make up the portion of property on the Stellenbosch side of the Stellenrust Road. It is recommended that the existing R44 Highway entrance to this portion be closed (for obvious reasons) and a new entrance to the property be opened on the Stellenrust Road, 150m from the R44 Highway intersection.

It is recommended that the property be retained as a caravan park as is, as a venue of as is, is needed in Stellenbosch and can be operated with little impact on the surrounding environment. Visual impact can also be improved.

The property can be:

(a) Retained and owned by the municipality and leased out as a **Caravan Park**

(b) Sold on the basis that the portion is retained as a **Caravan Park**

STELLENBOSCH

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LOCAL AUTHORITY NOTICE
OFFICIAL NOTICE AS CONTEMPLATED IN REGULATIONS 32, 33, 34 AND 35 OF THE MUNICIPAL ASSET TRANSFER REGULATIONS
PROPOSED DISPOSAL OF ASSET PORTIONS OF FARM 528 AND 529, STELLENBOSCH: MOUNTAIN BREEZE CARAVAN PARK

1. Introduction:

Notice is hereby given in terms of Regulations 32,33, 34 and 35 of the Asset Transfer regulations (ATR) of 22 August 2008 that Council is considering possible disposal of portions of Farm 528 and 529, Stellenbosch, formerly known as Mountain Breeze Caravan Park.

2. Background / Reasons for proposed Awarding of Rights

2.1 Existing Contractual arrangements

Stellenbosch Municipality and Stellenbosch Caravan Park CC concluded a long term lease agreement during 1992 for a period of 30 years up until 31 March 2021. This agreement was ceded to Mountain Breeze Caravan Park and after expiration of the agreement was extended on a month-to-month basis. The lease agreement was terminated on 30 June 2021 whereafter the Municipality took over the day-to-day upkeep of the premises, but closed it to the public. In March 2022 after receiving comments from the public Council resolved to go out on call for proposal to use the facilities for cycling, hiking groups, eco education and an adventure centre for school groups with overnight facilities. During October 2024 the administration reported back to Council that there are many difficulties with implementing the Council resolution especially due to the services and zoning of the property. On 30 October 2024 resolved as follows:

(a) that the Council resolutions taken on 2022-07-27 be reviewed and rescinded;
(b) that Portions 528 and 529C, Stellenbosch (also known as Mountain Breeze Caravan Park) be identified as land not needed for basic Municipal Services;
(c) that an information statement be prepared for approval by council to indicate Council's intention to sell the property on auction to the highest bidder and that the item and information statement returns to Council for approval of the information statement;
(d) that provision be made for a fall-back clause if the buyer wants to sell the property within 10 years;
(e) that the property must be used as per the current zoning and will be sold voetstoots; and
(f) that an updated property valuation report be obtained before the item be resubmitted to Council

3. Discussion

3.1 Public Participation Process
In terms of Regulations 34 and 35 of the Asset Transfer Regulations, before Council makes a decision on disposing of property, Council requested the Municipal Manager to first conduct a public participation process.

3.2 Information Statement
When following the public participation process to consider to dispose of property, an Information Statement referred to in Regulation 34 is published.

The Information Statement contains the following:

1. **The reasons for the proposal to dispose of the property**
Council resolved on 30 October 2024 to review and rescind the resolution on 27 July 2022 and resolved inter alia:

(a) that the Council resolutions taken on 2022-07-27 be reviewed and rescinded;
(b) that Portions 528 and 529C, Stellenbosch (also known as Mountain Breeze Caravan Park) be identified as land not needed for basic Municipal Services;
(d) that provision be made for a fall-back clause if the buyer wants to sell the property within 10 years;
(e) that the property must be used as per the current zoning and will be sold voetstoots; and
(f) that an updated property valuation report be obtained before the item be resubmitted to Council

2. Any expected benefits to the municipality that may result from the granting of the right

The disposal of the property will bring in revenue that Council can use for other purposes. The facility is currently not used optimally and if disposed of and used within the Zoning rights approved can enhance the agricultural usages around it. The people that are currently illegally occupying the land will have to be removed by the new owner.

3. Any expected proceeds to be received by the Municipality from the granting of the rights

The land will be sold on auction and the municipality will set a reserve price that will not be less than the market value of the property. As this will be an open bidding process the highest price will encourage competition. A final decision by council will be taken after the auction to dispose of the property and council may at that stage decide not dispose of the property.

4. Any expected gain or loss that will be realised or incurred by the Municipality arising from the granting of the right.

The aim of the disposal is to get revenue from a piece of land that is currently not used optimally. The costs for the

closed it to the public. In March 2022 after receiving comments from the public Council resolved to go out on call for proposal to use the facilities for cycling, hiking groups, eco education and an adventure centre for school groups with overnight facilities. During October 2024 the administration reported back to Council that there are many difficulties with implementing the Council resolution especially due to the services and zoning of the property. On 30 October 2024 resolved as follows:

(a) that the Council resolutions taken on 2022-07-27 be reviewed and rescinded;
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(c) that an information statement be prepared for approval by council to indicate Council's intention to sell the property on auction to the highest bidder and that the item and information statement returns to Council for approval of the information statement;
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(d) that provision be made for a fall-back clause if the buyer wants to sell the property within 10 years;
(e) that the property must be used as per the current zoning and will be sold voetstoots; and
(f) that an updated property valuation report be obtained before the item be resubmitted to Council

2. Any expected benefits to the municipality that may result from the granting of the right

The disposal of the property will bring in revenue that Council can use for other purposes. The facility is currently not used optimally and if disposed of and used within the Zoning rights approved can enhance the agricultural usages around it. The people that are currently illegally occupying the land will have to be removed by the new owner.

3. Any expected proceeds to be received by the Municipality from the granting of the rights

The land will be sold on auction and the municipality will set a reserve price that will not be less than the market value of the property. As this will be an open bidding process the highest price will encourage competition. A final decision by council will be taken after the auction to dispose of the property and council may at that stage decide not dispose of the property.

4. Any expected gain or loss that will be realised or incurred by the Municipality arising from the granting of the right.

The aim of the disposal is to get revenue from a piece of land that is currently not used optimally. The costs for the eviction of current illegal occupants will be for the cost of the bidder as well as the costs for the transfer.

3.3 Invitation to submit comments/inputs or alternative proposals

Interested and affected parties / individuals are hereby invited / called upon to submit comments / inputs or alternative proposals in respect of the possible granting of the rights referred to above.

Any such comments/inputs or alternative proposals must be in writing and must reach the office of Property Management by no later than 12 February 2025 at close of business at the address or e-mail listed below:

Physical address: 3rd Floor, NPK building, cnr Plein and Ryneveld Streets, Stellenbosch
For attention: Yolande van den Berg
Landline: 021 808 8073
Email: Municipal.Manager@stellenbosch.gov.za

Any queries can be addressed to: Yolande van den Berg at yolande.vandenberg@stellenbosch.gov.za

Please note that an Information Statement as contemplated in Regulation 34(3)(b) of the Asset Transfer Regulations as well as the agenda item that served before Council, are available on the Stellenbosch Municipality website together with this notice. The full item is contained in the Council Agenda of 30 October 2024 as well as 27 November 2024 that is also on the website.

3.4 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 Property Management Office, where a staff member of the Municipality will assist such person to transcribe that person's comments/inputs or alternative proposals.

GERALDINE METTLER
MUNICIPAL MANAGER:
STELLENBOSCH MUNICIPALITY

APPENDIX 4

Yolande van den Berg

From: Susan McNaughton <[redacted]>
Sent: Friday, 07 February 2025 13:27
To: mm; Yolande van den Berg
Subject: [EX] Mountainbreeze Caravan Park. ERF's 528 and 529c

CAUTION: This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear MM and Ms van den Berg

I have read your statements in respect of the disposal, by auction of the Mountainbreeze Caravan Park.

I have no comments, except, that if there was a way for the Municipality to have five, one hectare properties on the bottom portion, below Stellenrust Road, it makes sense. Much more income for the Municipality. The neighbours may not challenge this, as there is a precedent set by Audacia by selling off two portions. It is probably difficult to make more title deeds, but is worth the question.

Please if I can be included as an Interested and Effected Party, and on the mailing list for updates.

Yours sincerely

Susan McNaughton

Graceland Vineyards

APPENDIX 5

FRANKLIN ADAMS PO BOX 12445 DIE BOORD,[redacted]

05 February 2025

Without Prejudice:

For Attention: Stellenbosch Municipality

Re: Objection against various pieces of land for call for proposals and or extension of lease.

Background:

In 1652 when the European criminals set foot on our soils, they starting to grab and stole the land of the First Nation.

In 1948, when the NP took over, they adopted a criminal system, called Apartheid which benefited primarily white people at the expense of the inhabitants and black majority.

They adapted another piece of criminal law in 1951, The Group Areas Act. This gave them license to loot and destruct the property of primarily so-called Coloureds communities within Stellenbosch. Their livelihoods, schools, churches, business and land were destroyed and stolen by the white settlers.

Today, the Slave quarters in the Vlakte is still visible and is a living proof of the Land Grab.

Just before the first democratic elections the Apartheid leases was illegally extended for another 50 years and more Land Grap took place.

For the past 30 years during the transition little of these atrocities change because under the DA ruled Council the Land Grap just continue through the extension of lease and or Call for Proposals. All this to benefit DA connected Developers and or Funders.

The skew ownership pattern increased and the economic transformation as per the Constitution remains within the Stellenbosch a pipe dream.

For the majority of residents there is NO Sense of Place and inequality increased and the economic prosperity for Apartheid beneficiaries knows No boundaries.

In terms of Gini coefficient, Stellenbosch is the most unequal town in South Africa.

Taking this into account, why are the DA led Municipality failed in their developmental mandate?

Why can't they at least utilize the Public Land to address the skew ownership pattern and economically empower the Previously Disadvantage Communities?

Objection 1. Die Stellenbosch Vliegveld- Farm 502 L

1. I hereby object against the above-mentioned erven that's out for tender because I don't believe this will economically benefit on a sustainable basis the Previously Disadvantage Individuals.
2. I am of the view that this decision will primarily protect the status quo that will not be in the interest of economic justice.
3. Under the leadership of the previous Mayor. Conrad Sidego, the Council made a conscious decision and resolve that Farm 502 L be advertised to ensure an open, equitable and transparent tender process. This is also prescribed by the MFMA.
4. This decision was then afterwards rescinded by the infamous Mayor Van Deventer who left our town under a cloud and the objective was to protect the current beneficiaries.
5. You had more than five years to rectify the above-mentioned decision.
6. I have No faith this will be an open and transparent and equitable process but is merely a tick in the box to once again benefit the DA connected and Apartheid Beneficiaries.
7. **I propose that you should follow the prescribe of the MFMA and follow an open, equitable and transparent Tender Process.**
8. **Failing in doing so, you will illustrate that you are against social justice and the guidelines of the MFMA and the Assets Transfer Regulation.**
9. **Any disposal of Municipal land should consider the needs and the ambitions of the local PDI" S and this include economic transformation.**

10. **Alternatively, if my proposal is dismissed then the Municipality must include in the Bid process a Condition of Approval which will secure at least a 30 % BEE partnership consisting of local residence within the WCO 24 residing here for more than 10 years.**

Objection 2: Mountain Breeze- Caravan Park. Erven 529, 537 and all relevant erven.

1. **I vehemently object against any current proposals by the Stellenbosch Municipality and my reasons are as follow,**

a. **I am of the view that this decision will primarily protect the status quo that will not be in the interest of economic justice.**

b. **This land should rather be utilised for future Municipal Services that will include social services to the benefit of the Previously Disadvantage Communities, especially located in Jamestown and the surrounding farm workers.**

c. **The fact that you prematurely decide that this land will not be needed for any Municipal Services is disingenuous and criminal.**

d. **I proposed that you conduct a transparent process with the Jamestown residents and adjourning farms to get their respective inputs as how best to utilize this public land.**

e. **There is sufficient space to consider an integrated mixed-use development that will include all relevant social services, e.g. social and affordable houses, economic developmental and eco- tourism**

f. **Any disposal of Municipal land should consider the needs and the ambitions of the local PDI" S and this include economic transformation.**

ALUTA CONTINUA!!!!

APPENDIX 6

Yolande van den Berg

From: mm
Sent: Monday, 10 February 2025 10:52
To: Annalene De Beer
Cc: Nomie Tshefu; Yolande van den Berg; mm
Subject: FW: [EX] Public Participation Process: Objection to Disposal/Long term lease of Municipal Property

Good day Director

Herewith, please see sub-joined objection received on Mountain Breeze Caravan Park.

Kind regards,

Raydine Wenn
Personal Assistant
Office of the Municipal Manager

T: +27 21 808 8025 • F: +27 21 886 6749
71 Plein Street, Stellenbosch, 7600 • PO Box 17, Stellenbosch, 7599 www.stellenbosch.gov.za

-----Original Message-----
From: Cathleen Booysen <[redacted]>
Sent: Friday, 07 February 2025 11:06
To: mm <Municipal.Manager@stellenbosch.gov.za>
Subject: [EX] Public Participation Process: Objection to Disposal/Long term lease of Municipal Property

CAUTION: This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

This objection has reference to:

1. DISPOSAL: MOUNTAIN BREEZE- CARAVAN PARK. ERVEN 528, 529C

2. LONG TERM LEASE: FARM 502L, STELLENBOSCH

3. LONG TERM LEASE: PORTIONS OF THE TRANSVALIA COMPLEX (ERVEN 825, 1123, 1125, 1130, 1133, 1128, 1129, 1124, 1134, 1142 AND 1160 STELLENBOSCH)

Dear Municipal Manager

I'm writing to formally express my disapproval of the recent request for proposals and/or lease extensions for several parcels of property that fall within your purview. The following grounds form the basis of this objection:

1. Lack of Public Consultation and Transparency There has been a lack of transparency in the call for proposals and/or lease extension process. Fair participation from interested parties has been limited as a result of insufficient public consultation and disclosure of important information pertaining to the land in question.

2. Inexcusable Extension of Lease
There is no explicit justification for the proposed lease extension. To guarantee the most advantageous use of public land, proper due diligence should be carried out before to granting any lease extension, including public participation and a competitive bidding procedure.

3. Social and Environmental Issues
The land in question might be important to society and culture, or it might have environmental significance. Long-term harm could result from any lease renewal or allocation that does not include comprehensive environmental impact evaluations and stakeholder involvement.

The fourth is a possible conflict of interest.
There are worries that there might be conflicts of interest or partiality in the selection process for the proposals and/or lease renewal. To guarantee accountability and justice, a transparent and impartial review process should be put in place.

5. A Different and More Helpful Use
There may be a more advantageous use for the land that would meet the needs of the community, including housing, public amenities, or conservation. A reassessment should be carried out before proceeding with any decision.

Based on these concerns, I urge your office to: - Halt any further action regarding the call for proposals or lease extension until a thorough and transparent review is conducted.
- Conduct meaningful public participation and consider alternative options that best serve the interest of the community.
- Ensure fair and competitive processes in the allocation or lease of public land.

I appreciate your prompt attention to this matter and look forward to your response. Kindly acknowledge receipt of this objection and advise on the next steps to address these concerns.

Kind Regards
Cathleen Booysen
[redacted]

<https://lh3.googleusercontent.com/a/ACg8ocIg4Ixc_R20q4mxaVWhi_QDpT4JEdoMZ10J2KcCV4rczfMC0Q=s40-p-mo> ReplyForward

Add reaction

APPENDIX 7

Submission made by:

Clifford Edward George Coombe
Audacia 1, Stellenrust Road, Stellenbosch
Phone:-[redacted]
Cell: [redacted]
Email: [redacted]

10 February 2025

SUBMISSION AND INPUT IN TERMS OF THE FUTURE USE OF PORTIONS 528A AND 528CC, STELLENBOSCH (FORMERLY KNOWN AS MOUNTAIN BREEZE CARAVAN PARK)

The writer represents the owners of Portion 1, Audacia and as the property will also be used for residential purposes, the owner has a very real interest in the use of the property and specifically the safety and security aspects relating thereto.

This submission is made in terms of the request from the Stellenbosch Municipality to get inputs from the public as to the possible future use of the Mountain Breeze Caravan Park.

The caravan park is situated on Portions 528 A and 529 C, of the R44 Highway, as shown below:

FUTURE USE SUBMISSION INPUT:

This submission involves retaining the property in two separate portions:

1.) PORTION A (FOREST IN-PERPETUITY):

This portion will be the portion on the Somerset West Side of the Stellenrust Road. **Security is of paramount importance and securing the perimeter of the forest should be a priority despite who the owner of the property will be in future.**

It is suggested that this Portion be retained as a **FOREST IN-PERPETUITY** (as it currently is), the forest is a landmark of the area and had a major influence on the decision that was taken to purchase the property referred to as Audacia 1, above. Converting the forest to an indigenous forest over the next 20-50 years should be done by planting indigenous trees in time to replace any of the stone pines that are lost due to old age.

We suggest the following in regard to the possible future use regarding this portion:

(a) The forest is home to a number of owls as well as birds of prey and should be retained as a **forest in-perpetuity** (ensuring that the visual impact from the R44 and surrounding area is always retained).

(b) Should the property be sold, security and access control would then become the responsibility of the owner. We suggest that it be retained as a **forest in-perpetuity** and that no residential development is allowed by the new owner. The property can be used for eco-tourism, bird watching, educational facilities and similar activities that are complimentary to the caravan park.

(c) The Property could be made available to the Department Arts and Social Sciences of the University of Stellenbosch to be used as for public art with a number of local artists being given the opportunity to exhibit outdoor sculpture pieces at various locations throughout the forest.

2.) PORTION B (CARAVAN PARK):

This portion will make up the portion of land on the Stellenbosch side of the Stellenrust Road. **Security is of paramount importance and securing the perimeter of the forest should be a priority despite who the owner of the property will be in future.**

We believe that retaining the property as a caravan park will be in the interest of promoting Stellenbosch as a destination for nature lovers and

environmentally conscience tourists. The property should however be upgraded to "best of industry standards".

We suggest the following in regard to the possible future use regarding this portion:

(a) The property could be retained and owned by the municipality and leased out as a **Caravan Park,** ensuring that the forest is retained and thereby protecting the various bird species currently resident in this forest portion.

(b) The property could be sold on the basis that the portion be retained as a **Caravan Park** ensuring that the forest is retained and thereby protecting the various bird species currently resident in this forest portion as well as educational facility as well as eco-tourism destination.

We look forward to receiving your reply to the above submission. Please note that the writer is prepared to attend a meeting for purposes of presentation and or participation in any discussions regarding the subject, should this be necessary.

Regards

APPENDIX 8

Yolande van den Berg

From: mm
Sent: Wednesday, 12 February 2025 08:44
To: Annalene De Beer
Cc: Yolande van den Berg; mm; Nomie Tshefu
Subject: FW: [EX] Objection to Disposal / Long term Leases of Municipal Properties

Good day Director

Herewith, please see sub-joined email for your attention.

Kind regards,

Raydine Wenn
Personal Assistant
Office of the Municipal Manager

T: +27 21 808 8025 • F: +27 21 886 6749
71 Plein Street, Stellenbosch, 7600 • PO Box 17, Stellenbosch, 7599
www.stellenbosch.gov.za

From: JOHN ANDREWS <john.andrews0026@gmail.com>
Sent: Friday, 07 February 2025 12:38
To: mm <Municipal.Manager@stellenbosch.gov.za>
Subject: [EX] Objection to Disposal / Long term Leases of Municipal Properties

CAUTION: This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Municipal Manager,

I John Andrews writing to express my objection to the proposed disposal and long-term leases of municipal properties, as advertised in the public participation process. Specifically, I object to:

1. Disposal of Mauntian Breeze Caravan Park, Erf 528/528C*: I believe that this property has significant recreational and tourism value, and its disposal may not be in the best interest of the community.

2. Long-term Lease of Farm 5021, Stellenbosch: I am concerned that this lease may compromise the municipality's control over this valuable asset and potentially lead to unintended consequences.

3. Long-term Lease of Portion of Transvalia: I object to this lease due to concerns about the potential impact on the surrounding community and the environment.

As a concerned citizen, I believe that these proposals require further consideration and consultation with the community. I request that the municipality:

- Provides more information about the proposed disposal and leases
- Conducts public hearings and engages with the community to address concerns
- Considers alternative options that prioritize community benefit and public interest

I would appreciate the opportunity to discuss these objections further with the municipality.

According to the Municipal Finance Management Act, a public participation process is required for the disposal or long-term leasing of municipal properties [1]. Additionally, leasing policies for municipally owned immovable property may require public participation for long-term leases or high-value assets.

Thank you for considering my objections

Sincerely

John Andrews

APPENDIX 9

Southern Africa Aboriginal Congress

ASPIRATIONS OF THE ABORIGINES FROM SOUTH AFRICA

Under Jurisdiction in Accordance with Act 3 of 1961

Stellenbosch Municipality

[redacted] PK Building

Corner Ryneveld & Plein Streets

Stellenbosch 7600

Attention: Yolande Van Den Berg

APPEAL

DETAILS OF THE APPELLANT	DETAILS OF THE APPLICANT
Name of Appellant:	South African Aboriginal Congress Stellenbosch Aboriginal Council
Appellant's Representative:	Mr. Chandre Danaob Williams
Email Address:	[redacted]
Telephone Number:	[redacted]

Please take note the Southern Africa Aboriginal Congress (SAAC) Stellenbosch Aboriginal Council hereby lodge an official appeal on the disposal of Mountain Breeze Caravan Park erven 528, 529C. Long-term lease farm 502L, Stellenbosch. Long-term lease: portions of the Transvalia Complex Erven: 825, 1123,1125,1130,1133,1128,1129, 1134, 1134, 1142, 1160.

GROUNDS OF APPEAL	RESPONDING STATEMENT BY THE APPLICANT	COMMENTS BY THE DEPARTMENT
Failure to take into account the historical Aboriginal Natives' land rights; Failure to take into account food security and food security zones; Failure to take into account culture and heritage impacts of destruction for plunder.	We, the SAAC Stellenbosch Aboriginal Council wish to appeal against the disposal of Mountain Breeze Caravan Park. It is our intention to secure a long-term lease and transform the site into a cultural heritage centre and tourist attraction/destination; and create job opportunities for the Aboriginal Natives resident to the area. We are also developing our own mobile application related to the services on offer to be commercialized on a global scale in collaboration with Tourism SA.	Disposal of land: Mountain Breeze Caravan Park Erven 528, 529C for the purpose of generating revenue and evicting the illegal occupants on the land.

The Southern Africa Natives (SAN), also known as Aborigines, hold our environment in the highest regard, valuing it in its pristine, untouched condition. Historically, the Mountain Breeze Caravan Park is situated on Aboriginal Native lands and the land cannot be sold or transferred without our approval, as stipulated by the Coloured Persons Communal Reserve Land Trust Act 3 of 1961. Although Act 3 of

1961 was unlawfully repealed by the national government without the consent of the Aboriginal Natives, the Trust remains valid and cannot be dissolved without our agreement.

Given these circumstances, we are optimistic and confident that the SAAC Stellenbosch Aboriginal Council will successfully realize the establishment of the Stellenbosch Native Cultural Hub, as we intend to name it.

Should you have any questions, kindly email us on: [redacted]

We await your urgent response.

Signature: _____

CHANDRE DANAOB WILLIAMS
S.A. ABORIGINAL CONGRESS
Stellenbosch Aboriginal Council

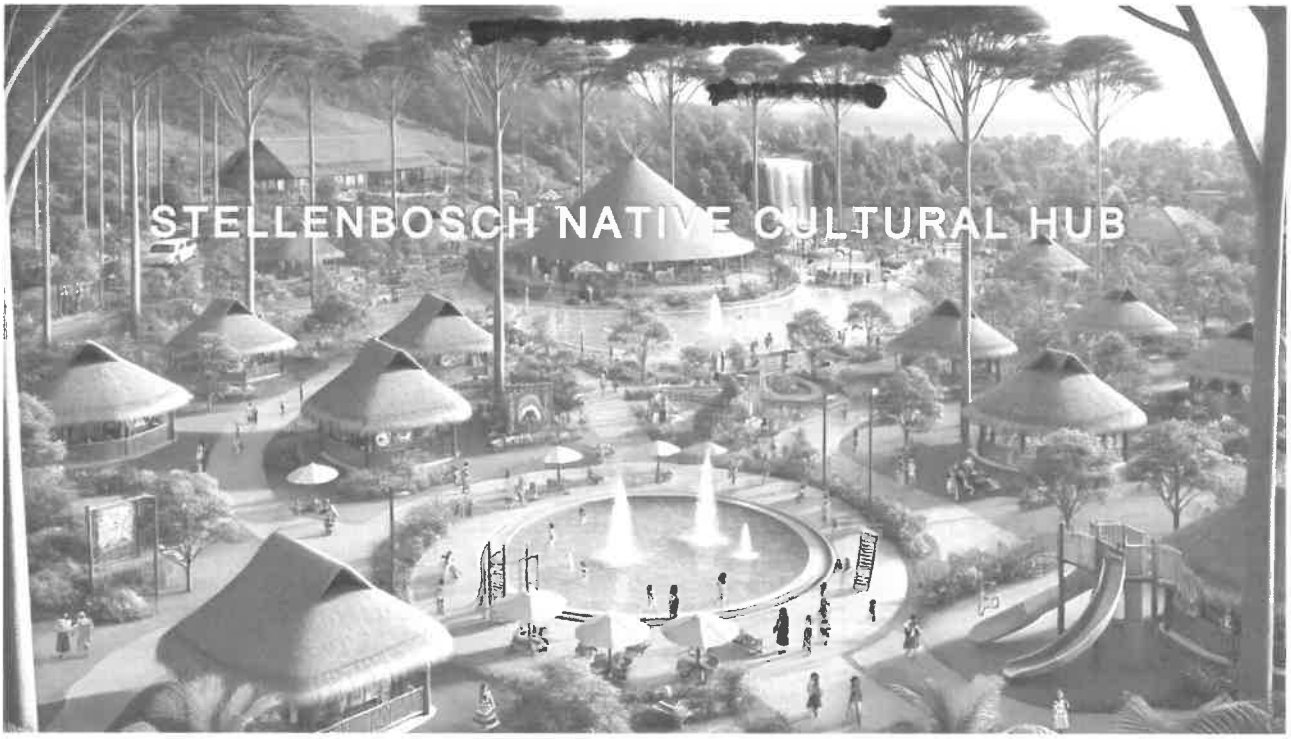
OFFICIAL DIGITAL SEAL

OFFICIAL DIGITAL SEAL

P.O. Box 927 Oudtshoorn 6625 Cape Town, South Af...
Enquiries: +2783-704-9008 / +27083-571-2764 / +2781-787-4...
website: ssecequity.wixsite.com/justice

Date: 11 February, 2025

PROPOSED DRAFT



APPENDIX 10

[redacted]

UNITED SOVEREIGN CAPE KINGDOMS

Est 2024

USCK Administrators Office Kraaifontein Western Cape

LETTER OF AUTHORITY Date 12 February 2025

Chief Leatitia Timmie (February)

Appointed Chief to represent USCK

Stellenbosch

For the Attention [redacted]

The Municipality Stellenbosch

The following objections with reference to:

1) Longtem Lease on Transvalia Complex

2) Complex Erf 825, Erf 1123 , Erf 1130, Erf 1125. Erf 1133,Erf 1129,Erf 1160, Erf 1134 and Erf 1142.

3) Longterm lease Farm5021 Stellenbosch.

Dear Manager

We the USCK has appointed Chief Leatiria Timmie (February) as the mediator and negotiator in the Stellenbosch Region, to behalf our members in Stellenbosch.

Our Communitties are very unhappy and feel the the Municipality do not take the community of Stellenbosch in consideration, when discussions and decisions affecting our community are being taken.

We disaprove of the recent request for proposals /lease extentions of certain properties with in your purview.

Grounds of objections :

Lack of public participation and involvement.

No Transparency

Fair Participation

A

[redacted]

UNITED SOVEREIGN CAPE KINGDOMS

Non disclose

Proposals for leases

And disclosure of information

Kind regards

Administrator USCK

High Commissioner

Bradley Kruger

Please contact above Chief on Email [redacted] Cell [redacted]

SPC Gqona King Cornelius Botha V

A

APPENDIX 11

Yolande van den Berg

From: mm
Sent: Wednesday, 12 February 2025 14:12
To: Annalene De Beer
Cc: Yolande van den Berg
Subject: FW: [EX] Objections has Reference to :

Good day Director

FYA

From: Sylvia Bell [redacted]
Sent: Friday, 07 February 2025 14:03
To: mm <Municipal.Manager@stellenbosch.gov.za>
Subject: [EX] Objections has Reference to :

CAUTION: This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Disposal / Longterm Leases of
Mountain Breeze / Caravan Park.

Dear MM Stellenbosch Municipality.

Hope all is well with you.

I am writing to you to place my Objections about the Following
1.Disposal of Mountain Breeze / Caravan Park Erven 528 529 C

2.Long term lease of : Farm 5021 Stellenbosch

3.Long term lease : Portions of Transvalia Complex...the following ervens...825 , 1129 , 1130 , 1133 , 1123 , 1125 , 1128 , as well as 1125.

I am of the Opinion that the Public Participation time frame are not efficient for the broader Stellenbosch Communities to take in what plans are at Council to the abovementioned Properties.

I became aware of abovementioned through Eikestad Media Last Friday 31 St of January 2025.Some of these Ervens Time frames for Objections are closing today 7 th February 2025.

Please Consider an Extension of All the abovementioned ervens For the Broader Public Participation from the Stellenbosch Municipality side.
I Thank you MM
&
I wish to hear from you in this Regard.
S.Bell
[redacted]
Regards.

APPENDIX 12

Yolande van den Berg

From: Jacques de Villiers <jdkdevilliers@gmail.com>
Sent: Friday, 14 February 2025 08:35
To: Yolande van den Berg
Subject: [EX] Mountain Breeze

CAUTION: This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

More Yolande

Dankie dat jy my oproep gevat het - seker die mense maak jou mal oor die stuk grond, net n paar vrae:

1. Laat weet asseblief wanneer die veiling gaan gebeur
2. Kan die huidige stukture wat tans daar staan bly, is daar planne vir hulle, of gaan julle my dit laat afbreek om in lyn te kom met landbou zonering?

Regards

Jacques de Villiers
0824487776
jdkdevilliers@gmail.com

APPENDIX 13

STELLENBOSCH
STELLENBOSCH • PNIEL • FRANSCHHOEK
MUNISIPALITEIT • UMASIPALA • MUNICIPALITY

DIRECTORATE: PLANNING & ECONOMIC DEVELOPMENT

Our Ref : Farm 528 S
Contact per : Mbalentle Fikeni
Contact no. : 021) 808 8667

ZONING CERTIFICATE

Farm No 528, Stellenbosch Division, Administrative District of Stellenbosch, Province of the Western Cape

1. ZONING SCHEME PROVISIONS APPLICABLE TO THE SUBJECT PROPERTY

In accordance with the Stellenbosch Zoning Scheme Bylaw 2019, the base zone allocated to the above property, is:

AGRICULTURE AND RURAL ZONE

In terms of the provisions of the said Bylaw, this base zone may provide for the following Primary, Additional and Consent land uses:

PRIMARY USES PERMITTED	ADDITIONAL USES Land development requiring technical approval in terms of Section 15 of the Stellenbosch Land Use Planning Bylaw, 2023	CONSENT USES Land development requiring approval in terms of Section 15 of the Stellenbosch Land Use Planning Bylaw, 2023
Agricultural building (≤2000m2) Agriculture Dwelling house Forestry Natural environment Occasional use (one event/year) Private road Polytunnel (≤2000m²) Second dwelling Employee housing (one unit)	Agricultural building (>2000m²) Agricultural industry (<2000m²) Bed and breakfast establishment Employee housing (exceeding one unit) Guest house Home day care centre Home occupation practice Polytunnel (≥2001m² and ≤5000m²) Rooftop base telecommunication station Tourist dwelling units Tourist facility (existing buildings)	Abattoir Additional dwelling units (max 4) Airfield Airstrip Agricultural industry (≥2000m²) Camping site Day care centre Freestanding base telecommunication station Helicopter landing pad Intensive feed farming Kennel Market Occasional use (> one event/year) Plant nursery Polytunnel (>5000m²) Renewable energy structure Service trade Tourist accommodation establishment Tourist facility (new buildings or exceeding threshold) Any additional use exceeding the threshold set out in this chapter

T: +27 21 808 8111 • F: +27 21 886 6899
Plein Street, Stellenbosch, 7600 • PO Box 17, Stellenbosch, 7599
www.stellenbosch.gov.za

2. PERMITTED LAND USES ATTACHED TO THE SUBJECT PROPERTY

The land uses which are permitted on the subject property in accordance with the zoning provisions and the approvals granted and on record, are the following:

a) All primary land uses as per the Zoning Scheme Bylaw. See **Annexure B**.

b) With consent use for:

- A Camping Site subject to conditions contained in the decision letter dated 13 May 1985, see **Annexure A**.
- Tourist Accommodation Establishment.

3. LAND USE RESTRICTIONS

This property may only be used for the permitted land uses detailed above and for no other purpose.

The above land uses are subject to various definitions, development parameters and restrictions contained in the applicable zoning scheme, a copy of which is available on the Stellenbosch Municipality website at https://stellenbosch.gov.za/planning-portal/.

4. STATUS OF THE ZONING CERTIFICATE

a) A Zoning Certificate is not a legal mechanism to vest any land use rights and where there are any discrepancies between the zoning information contained in this certificate and any current Municipal decision on the permitted land use rights and any qualification thereon, such Municipal decision on the land use rights will override the contents of this zoning certificate.

b) The permitted land use rights attached to the subject property does not exempt the owner/occupier from compliance with any other statutory requirement which may be applicable to the subject property, inclusive of restrictive title deed conditions.

For Director: Planning and Economic Development

19/12/2023

Date:

T: +27 21 808 8111 • F: +27 21 886 6899
Plein Street, Stellenbosch, 7600 • PO Box 17, Stellenbosch, 7599
www.stellenbosch.gov.za

Stellenbosch GIS Map



SCALE

1:9 027,98

Legend



Stellenbosch Municipality
Planning & Economic Development
Created by: Corporate GIS

Date: 2023/12/12

Author: Stellenbosch Municipality

Stellenbosch Municipality
Street Address:
71 Plein Street, Stellenbosch, 7600
Tel: 021 808 8658

This map is a representation of the information currently held by the Stellenbosch Municipality. While every effort has been made to ensure the accuracy of the product, Council accepts no responsibility for any errors or omissions or for any loss or damage alleged to be suffered by anyone as a result of the publication of the map and then relied on it, or as a result of misuse of the information provided herein.

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ANNEXURE A

Plaas 528 G.C. DE KLERK

13 Mei 1985

Mnr. D. Malan
Posbus 367
STELLENBOSCH
7600

Geagte Meneer

UITLEGPLAN VIR NUWE KARAVAANPARK : PLAAS 528

Dit is vir my aangenaam om u mee te deel dat die Stadsraad op sy vergadering van 16 April 1985, u uitlegplan, soos voorgelê, goedgekeur het onderworpe aan die volgende voorwaardes:

(i) alle strukture soos die toilette, ontspanningssale, woningse ensovoorts is onderworpe aan die Raad se goedkeuring;

(ii) die voorstelle ten opsigte van watervoorsiening, riool en elektrisiteit is onderworpe aan die Raad se goedkeuring;

(iii) alle afmaak van bestaande bome is onderworpe aan die Hoofbosboubeampte se goedkeuring; en

(iv) dat die verhuringskontrak gewysig word deur die invoeging van "hoogstens" voor getal "200" in paragraaf 4.1 van die kontrak.

U is welkom tot enige verdere navrae.

Die uwe

n G.M. STRYDOM
STADSKLERK

GCDEK/js

Brief
Afskrif op 12/4/B aob
Reg

UITTREKSEL UIT DIE NOTULE VAN STADSBEPLANNING- EN BOUBEHEER-VERGADERING GEHOU OP 3-4-85

B.8 UITLEGPLAN VIR KARAVAANPARK BY LOUWSBOS (PLAAS 528) (12/4/113)

Mnr D. Malan, huurder van die gedeelte grond waarop die Stadsraad die nuwe karavaanpark goedgekeur het, het nou die voorgestelde uitlegplan, opgestel deur sy konsultant, ingedien vir oorweging deur die Stadsraad. Die uitlegplan sal vir bespreking ter tafel gelê word.

Die uitleg maak voorsiening 130 staanplekke teenoor die 200 wat die Raad as vereiste gestel het. Dit het egter duidelik geword dat as gevolg van die groot aantal dennebome dit nie prakties moontlik is om soveel staanplekke op die perseel te akkommodeer nie en kan dit aanbeveel word dat 130 as die minimum aantal aanvaar word.

Verder word voorsiening gemaak vir 32 mobiele huise (Park Homes) wat wel toelaatbaar is volgens die huurooreenkoms, asook ontspanningsgeriewe soos 'n swembad, tennisbane, ontspanningssaal ens.

AANBEVEEL dat die uitlegplan, soos voorgelê, aanvaar word onderworpe aan die volgende voorwaardes:

(i) alle strukture soos die toilette, ontspanningssale, wonings ens. is onderworpe aan die Raad se goedkeuring;

(ii) die voorstelle ten opsigte van watervoorsiening, riool en elektrisiteit is onderworpe aan die Raad se goedkeuring; en

(iii) alle afmaak van bestaande bome is onderworpe aan die Hoofbosboubeampte se goedkeuring.

B.8 AANBEVEEL dat die uitlegplan, soos voorgelê, aanvaar word onderworpe aan die volgende voorwaardes:

(i) alle strukture soos die toilette, ontspanningssale, wonings ensovoorts is onderworpe aan die Raad se goedkeuring;

(ii) die voorstelle ten opsigte van watervoorsiening, riool en elektrisiteit is onderworpe aan die Raad se goedkeuring;

(iii) alle afmaak van bestaande bome is onderworpe aan die Hoofbosboubeampte se goedkeuring; en

(iv) dat die verhuringskontrak gewysig word deur die invoeging van "hoogstens" voor getal "200" in paragraaf 4.1 van die kontrak. (12/4/113)

(HBB + ASK)

BEKRAGTIG DEUR RAAD op 16/4/85 item A9.2 CONFIRMED BY COUNCIL

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ANNEXURE B

CHAPTER 20: AGRICULTURE AND RURAL ZONE

199. Zone name and designation on map

(1) The Agriculture and Rural zone may be referred to by the code (AR) and shall be indicated on the zoning map in pale green (Colour code 211,255,191).

200. Purpose of the zone

(1) The purpose of this zone is to make provision for:
- (a) the protection and preservation of agricultural land, rural landscapes and biodiversity;
- (b) use of land for purposes of bona fide agricultural production or conservation;
- (c) buildings and structures which may be erected for reasonable and normal agricultural purposes;
- (d) a limited range of other ancillary uses which may take place on agricultural land units, either as additional rights or with the consent of the Municipality and which provides for more intensive agricultural use, agricultural industry or tourism which has the objective of creating variety, ensuring sustainability and providing diversified income to land owners, without adversely impacting on the primary use of the land unit for agricultural purposes.

201. Land use within this zone

(1) The following land uses are permitted in this zone:

Primary Uses	Additional Uses (not exceeding threshold in this chapter and subject to technical approval)	Consent Uses (Application required)
• Agricultural building (≤2000m²) • Agriculture • Dwelling house • Forestry • Natural environment • Occasional use (one event/year) • Private road • Polytunnel (≤2000m²) • Second dwelling • Employee housing (one unit)	• Agricultural building (>2000m²) • Agricultural industry (<2000m²) • Bed and breakfast establishment • Employee housing (exceeding one unit) • Guest house • Home day care centre • Home occupation practice • Polytunnel (≥2001m² and ≤5000m²) • Rooftop base telecommunication station • Tourist dwelling units • Tourist facility (existing buildings)	• Abattoir • Additional dwelling units (max 4) • Airfield • Airstrip • Agricultural industry (≥2000m²) • Camping site • Day care centre • Freestanding base telecommunication station • Helicopter landing pad • Intensive feed farming • Kennel • Market • Occasional use (> one event/year) • Plant nursery • Polytunnel (>5000m²) • Renewable energy structure • Service trade • Tourist accommodation establishment • Tourist facility (new buildings or exceeding threshold) • Any additional use exceeding the threshold set out in this chapter

(2) One or more of the abovementioned primary uses are permitted on a land unit at the same time.

(3) After the commencement of this Scheme, and prior to the erection of any new buildings or alterations to existing buildings or the conversion of any existing buildings to a new land use, a site development plan shall be submitted in accordance with section 216 for a land unit.

(4) A technical approval for an additional use shall not be issued in terms of section 13(8)(f) unless all the applicable parameters for that use in the relevant section is complied with. Any deviation from these parameters requires a consent use application in terms of Planning Law.

(5) Portions of buildings or land in this zone may not be registered separately by sectional title.

202. Agricultural buildings

(1) Agricultural buildings which are directly related to the agricultural activities on a land unit may be erected, provided that where the coverage of any one building exceeds 2000m^2, an application for technical approval for an additional use shall be made in terms of section 13.

(2) The number of agricultural buildings on a land unit is not limited provided that all buildings are reasonably connected to the main farming activity.

(3) Should agricultural buildings on one land unit serve a farm which consists of more than one land unit, the Municipality may, in their sole opinion, require that land units be notarially tied to prevent the separate sale thereof, before approving the building plan on a specific land unit.

203. Agricultural industry

(1) At least 50% of the produce used in an agricultural industry shall be grown or produced on the particular farm on which the agricultural industry is located.

(2) Where the total area used for the agricultural industry on a land unit, including all storage, parking, loading and associated circulation space for the activity, is less than 2000m^2 [7], agricultural industry buildings may be erected provided that the Municipality has granted an application for technical approval for an additional use in terms of section 13.

(3) A consent use application is required where the total area used for the agricultural industry on a land unit, including all storage, parking, loading and associated circulation space exceeds 2000m^2.

(4) The Municipality may require information about produce, yields and production capacity to confirm the scale of the proposed building is commensurate with the farming activities on the land unit or farm concerned.

(5) The agricultural industry shall remain subservient to the agricultural activities on the land unit or farm.

(6) Other farm owners in the surrounding area may supply produce to the agricultural industry provided that the definition is complied with.

(7) An agricultural industry may not be subdivided, alienated via a registered lease, or sectionalised.

(8) Should agricultural industry buildings on one land unit serve a farm which consists of more than one land unit, the Municipality may, in their sole opinion, require that land units be notarially tied to prevent the separate sale thereof, before approving the building plan on a specific land unit.

204. Dwelling house, second dwelling and additional dwellings

(1) One dwelling house and one second dwelling shall be permitted on any land unit as a primary right.

[7] It should be noted that NEMA requires a basic assessment for agricultural industries of **2000m² or more** in extent which are located outside industrial areas (refer Regulations 327 Reg 8 April 2017).

(2) On land units exceeding 20ha in size, the Municipality may grant its consent for additional dwelling units at a rate of one additional dwelling unit per every 10ha exceeding the 20ha threshold, up to a maximum of four additional dwelling units, as set out in the definitions. This parameter may not be deviated or departed from.

(3) Each dwelling house, second dwelling or additional dwelling unit may be occupied by no more than one family as defined or may be used in a manner permitted as additional uses or consent uses if approved by the Municipality, and the same conditions as set out in Chapter 7 for bed and breakfast establishment, home day care centre and home occupation practice shall apply.

(4) The maximum building development parameters are indicated in section (7): a main dwelling and second dwelling may not exceed a coverage of 600m^2 each whilst any additional dwelling is limited to a coverage of 120m^2 each. Coverage excludes garage, carport or outbuildings which are ordinarily associated to a dwelling house for one family.

205. Employee housing unit

(1) One employee housing dwelling unit shall be permitted on a land unit as a primary right.

(2) The Municipality may grant its further technical approval for additional employee housing units, provided that it is satisfied that the owner has provided sufficient proof that the additional employee housing units are for *bona fide* employees associated with activities on the land unit.

(3) An employee housing unit may only be used for the accommodation of one family as defined, unless another use thereof has been approved by the Municipality.

(4) One of the occupants of each of the employee housing units shall be permanently employed in connection with the farming activities on the farm concerned.

(5) The maximum building development parameters are indicated in section (7): each employee housing unit may not exceed a coverage of 120 m^2. Coverage excludes garage, carport or outbuildings which are ordinarily associated to a dwelling house for one family

(6) Construction of new employee housing units shall be refused where employee housing units on the land unit were, in the past, converted to other land uses, unless the Municipality is satisfied that such approval will not result in creeping development footprint which exceed the overall development extent intended for a land unit or will lead to an erosion of agriculture as the primary land use on the property.

(7) Should employee housing on one land unit serve a farm which consists of more than one land unit, the Municipality may, in their sole opinion, require that land units be notarially tied to prevent the separate sale thereof, before approving the building plan on a specific land unit.

206. Home occupation and home day care as additional uses

(1) A home occupation or home day care establishment may only be conducted from the approved main dwelling house or the second dwelling on the land unit and the proprietor shall reside in a main dwelling or second dwelling on the land unit. The same parameters as set out in section 51 shall apply to a home occupation or home day care establishment in this zone.

209. Tourist facilities in this zone

(1) The parameters in this section shall apply to all tourist facilities on a land unit which are conducted as an additional use in this zone.

(2) A technical approval for additional uses shall not be issued in terms of section 13(8)(f) unless all the applicable parameters in this section are complied with. Any deviation from these parameters requires a consent use application in terms of Planning Law.

(3) Tourist facilities in this zone may only be undertaken from a land unit where the primary use of the land unit is *bona fide* agriculture or natural environment or a combination of these uses and where the proposed activity is subservient to the primary land use on the farm.

(4) Tourist facilities which are additional uses, and which require buildings to operate from, may only be undertaken from existing approved buildings on the land unit which are no longer utilised for their original purpose, provided the Municipality may approve internal alterations and minor additions to these buildings within the parameters of this Scheme. Building plans must be submitted and approved prior to converting existing buildings to tourist facilities.

(5) New buildings for tourist facilities require a consent use application in terms of Planning Law.

(6) The total coverage of all buildings plus any external use areas which are used for tourist facilities (excluding parking areas) as an additional use, including the area which is used for manufacturing as envisaged in subsection (8), shall not exceed 250m^2 for the entire land unit, of which:

(a) the total coverage of buildings plus external use areas of all shops in a tourist facility as provided for in subsection (7) may not exceed a total of 120m^2 and this is a sub-limit of the overall limit for tourist facilities;

(b) the coverage plus external use areas used for the making and manufacturing of products as provided for in subsection (8) may not exceed a total of 50m^2 and this is a sub-limit of the overall limit for tourist facilities. This sub-limit may not be exceeded through application for consent use, nor may it be departed from;

(c) the total land area for market stalls may not exceed 120m^2 and this is a sub-limit of the overall limit for tourist facilities.

(7) Shops in a tourist facility, which may include a market, farm stall, farm shop, point of sale, deli, may sell goods which are produced or grown on the farm, or goods from elsewhere, provided that at least 50% of the floor space of the shop shall be dedicated to the display and sale of goods produced or grown on the farm.

(8) Tourist facilities may include an area for the brewing or manufacturing of beverages, cooking or baking of food, making of arts, craft, clothing or articles, where the raw materials used in such activity is not necessarily grown or farmed on the land unit concerned, provided the following conditions are adhered:

(a) the activity shall be undertaken or managed by the owner of the farm or one of their relatives, or a full-time employee of the farm or one of their relatives;

(b) such goods may be sold in the tourist facility on the property, or elsewhere.

(7) The site development plan together with any conditions as approved by the Municipality shall constitute the development rules for the activity and any expansion, alteration or relocation will require a further application in terms of this Scheme.

(8) The Municipality may impose any conditions required to mitigate the potential impact.

(9) Tourist facilities may not have an adverse impact on surrounding properties, in respect of, but not limited to, noise, traffic congestion, pollution, emissions or the gathering of large numbers of people, or the presence of people hindering agriculture e.g. during spraying season, nor may the tourist activities have an adverse impact on any *bona fide* agricultural activities on the farm itself or on neighbouring properties.

(10) The Municipality may, at any time after the commencement of the activity impose additional conditions to mitigate adverse impacts or it may instruct the owner that the activity shall cease, and the Municipality shall issue a compliance notice in accordance with the Municipal Planning By-law.

(11) Tourist facilities which exceed the maximum thresholds or any of the conditions or provisions in this section shall require a consent use application, unless the specifically prohibited in this section, and the Municipality may only grant such consent if it is satisfied that the objectives of the Agriculture and Rural zone will not be undermined by such approval.

210. Polytunnels in this zone

(1) For polytunnels, which for the purposes of this section also include agricultural shade netting, the following provisions apply: -

(a) up to 2000m^2 coverage per land unit are permitted as a primary use provided that it is indicated on an overall site development plan for the farm submitted to the Municipality in accordance with section 216 prior to erection thereof;

(b) between 2001m^2 and 5000m^2 coverage per land unit is permitted with the technical approval of the Municipality, subject to a more detailed and location-specific site development plan, as may be required by the Municipality;

(c) exceeding 5000m^2 [9]coverage on a land unit requires a consent use application to be submitted and approved by the Municipality.

(2) When assessing an application for technical approval or consent use for polytunnels, the Municipality shall take cognisance of the importance of agriculture and food security and strive to approve applications forthwith if proposals address concerns of adverse impacts on visual, cultural and heritage amenity and addresses all technical requirements.

(3) The Municipality may require proposals to be amended, in the form of repositioning, screening and any other measures which may address negative adverse impacts.

(4) The Municipality may also impose measures and conditions related to decommissioning as set out in section 24 of this Scheme.

211. Mining as a temporary departure in Agriculture and Rural Zone

(1) The Municipality may grant a departure in this zone to use land for the purposes of mining on a temporary basis.

(2) Notwithstanding section 18(1)(b) of the Stellenbosch Land Use Planning By-law, the period for which a mine may operate shall be linked to the life expectancy of the mine and may exceed a period of 5 years.

(3) The Municipality shall impose conditions relating to the period of validity, other operational requirements, as well as future rehabilitation of the mine after closure, as provided for in section 24 of this Scheme.

212. Rooftop and freestanding base telecommunication stations

(1) A rooftop base telecommunication station in this zone is an additional use and a freestanding base telecommunication station may only be erected if consent use is approved by the Municipality.

(2) A rooftop base telecommunication station antennae may not extend more than 3 meters in height above the part of the building that it is attached to unless otherwise approved by the Municipality when granting a technical approval.

[9] It must be noted that The National Heritage Resources Act (no 25 of 1999) requires a NID to be submitted for any activity that will change the character of a site **exceeding 5000m^2 in area**.

(3) Any base station attached to the antennae shall be accommodated within the envelope of the building itself or inside its roof structure and shall not be visible from a public road, unless otherwise approved by the Municipality when granting a technical approval.

(4) The mast of a freestanding base telecommunication station may not extend more than 30 meters in height above existing ground level.

(5) The height of any structures and buildings associated with a freestanding base telecommunication station (excluding the masts) may not exceed 1 storey unless otherwise approved by the Municipality when granting its consent.

(6) The Municipality may request that a pre-electromagnetic radiation test be commissioned to accompany the application.

(7) The Municipality may require appropriate context-specific screening to mitigate the impact of such infrastructure.

213. Consent uses in Agriculture and Rural Zone

(1) Prior to approving a consent use application for the conversion of any existing buildings on a land unit in this zone, the Municipality shall require a site development plan to be submitted in accordance with the requirements in section 216.

(2) When approving new consent uses the Municipality shall have regard for the objectives of the zone namely the preservation of agricultural land and the continued use of farm land for agriculture.

(3) The scale of the individual buildings used for consent uses shall remain in keeping with the character of buildings on the land unit, the character of the area and non-agricultural land uses may not dominate the farm activities or buildings form.

(4) A consent use application for an abattoir, airstrip, meeting facilities associated with a guest house, day care centre, helicopter landing pad, hotel, outdoor sport, tourist accommodation establishment and tourist facilities which exceed the threshold may only be approved if the Municipality is satisfied that the use is subservient to the primary use of bona fide agriculture or natural environment or combination of these two primary uses.

(5) These consent uses may only be undertaken from a land unit where the primary use of the land unit is bona fide agriculture/and or natural environment and where the proposed activity is subservient to these two primary land use activities on the land unit.

(6) If agriculture or natural environment use is not conducted from the farm, or if agriculture or natural environment use ceases to be practiced on the land unit, a rezoning is required before non-agricultural consent uses may be exercised.

(7) As far as possible, the consent uses should be undertaken from existing buildings on the property which are no longer utilised for their original purpose, and the Municipality may approve internal alterations and additions to these buildings within the parameters of this Scheme.

(8) New buildings may only be approved if the Municipality is satisfied that there are no other suitable unused buildings on the land unit which can be used for this purpose, or where the location or configuration of existing buildings are obviously unsuitable or undesirable for the proposed use, or where the proposed new buildings are significantly more desirable given the purpose of the Agriculture and Rural zone.

(9) The coverage or floor area of each approved consent use on the land unit shall be recorded on the farm's site development plan, and the Municipality may limit the floor area or coverage of each particular land use or the total floor area or coverage that may be used for consent uses.

214. Building development parameters in this zone

(1) The following building lines, height, and floor area or coverage thresholds shall apply to buildings and activities within this zone:

Building type	BUILDING LINES (m) Street & common boundaries (incl. ROW servitudes)	HEIGHT (Storeys)	PRIMARY USE Maximum Coverage Threshold	ADDITIONAL USE (SDP) Maximum Coverage Threshold	CONSENT USE Maximum Coverage
Accommodation and dwellings in this zone					
Dwelling house and second dwelling-house (excluding outbuildings, carport or garage)	5m	2 storeys	600m² each		
Additional dwelling houses (excluding outbuildings, carport or garage): Max 4 dwelling units (1 unit/10ha for land units larger than 20ha)	5m	1 storey			120m² each
Guest house, bed & breakfast & tourist dwelling units: in existing approved dwellings	In existing approved dwelling houses (as per above)			Max 7 bedrooms	As approved by Municipality
Tourist facilities					
Tourist facilities: overall max limit including outdoor areas used but excluding parking.	5m	1 storey		250m²	As approved by Municipality
-Shop in tourist facility sub-limit				120m²	
-Manufacture and craft workshop sub-limit				50m²	
Other Agricultural buildings					
Employee housing unit (excluding outbuildings, carport or garage)	5m	1 storey	120m²	As approved by Municipality	
Agricultural buildings	5m	3 storeys	No overall limit on land unit	Any one building > 2000m²	
Agricultural industry, including outdoor parking and loading areas	5m	3 storeys	n/a	<2000m²	≥2000m²
Polytunnels; including shade netting	5m	1 storey	≤2000m²	≤2001m² to 5000m²	>5000m²

(2) The general development parameters as set out in Chapter 5 of this Scheme, shall, where applicable, be complied with.

215. Boundary walls and fences parameters

(1) The height of any masonry wall, excluding the entrance structure and columns, may not exceed 1 meter.

(2) A fence comprising of only wire or steel palisade (painted charcoal, black or dark green) may not exceed 2,1 meters.

(3) No brick piers shall be permitted in wire or steel palisade fences and only the entrance gate structure may be of solid brick structures which shall not be higher than 3,5 meters for a maximum distance of 10 meters on both sides of the entrance gate.

(4) The general development parameters relating to boundary walls and fences in section 23 shall also apply.

216. Site development plan

(1) A site development plan shall be required by the Municipality for any new development or change of land uses in existing buildings in this zone.

(2) An owner of land zoned Agriculture and Rural may submit a site development plan for a farm, as described in subsection (2) even if no new development is intended, at any time after the commencement of this Scheme, and shall do so prior to, or at the same time as, an application is submitted in terms of this Scheme or when a building plan for new buildings is submitted to the Municipality, or when an existing building is converted to another use.

(3) The purpose of the farm site development plan submitted in terms of subsection (1) and (2) is to indicate all existing buildings and their land uses, cultivated areas, grazing areas, uncultivated areas, dams, rivers, natural veld and critical biodiversity areas on a plan to provide an overview of the extent of land use activities on the land unit, and to enable the Municipality to evaluate the compliance of any new land use or building proposals.

(4) Any existing activity which is indicated on the overall farm site development plan shall be clearly marked as either an existing primary use, a non-conforming land use/building or previously approved consent use or departure, as the case may be, and the proof of such approval or lawfulness (application number, building plan number or letter of approval, or any other relevant documentary proof) may be requested by the Municipality and must then be supplied by the applicant.

(5) The plan may also show future intended activities which shall be clearly marked as future primary, additional or consent uses. The plan can either be accompanied by the necessary planning application for the additional or consent uses, or these shall be clearly marked as un-approved uses for future application.

(6) None of the future activities which require approval in terms of this Scheme are approved by their inclusion on this plan until the relevant planning application is concluded.

(7) The plan may be updated and amended by the owner from time to time, when the need arises, and shall be updated each time a new building plan or application in terms of Planning Law or this Scheme is submitted.

(8) The farm site development plan does not require notification to neighbours, unless it accompanies an application in terms of Planning Law, in which case the required procedures will apply.

(9) An amended farm site development plan shall accompany any application for an additional or consent use indicating the extent and location of the proposed activity in relation to the overall farm land uses.

(10) Apart from the farm site development plan the Municipality shall also require a more detailed site development plan for the specific additional use or consent use which will serve as the development parameters for the approved use, once approved.

(11) An approved overall farm site development plan shall not lapse unless replaced by a new farm site development plan.

217. Construction environmental management plan

(1) The Municipality may require that a construction environmental management plan is submitted for approval prior to building plan approval for the construction of new buildings in this zone.

218. Engineering services

(1) At building plan approval, the Municipality may impose conditions related to the provision of off-the-grid engineering services in instances where municipal engineering services are not available to a proposed development. Such services shall be provided at the cost of the owner and to the satisfaction of the Municipality.

219. Development charges in this zone

(1) A development charge is payable in terms of section 20 in instances where a building plan is submitted to utilise intensified primary development rights which came into operation as a result of this Scheme.

(2) The Municipality shall, prior to approval of such a building plan, determine the extent of such additional rights and calculate the required levy, which shall be paid by the land owner prior to the approval of said building plan.

(3) The Municipality may impose development charges for any additional use or consent use application in accordance with Planning Law.

ANNEXURE 14

MARKET VALUE & PORTIONED RENTAL VALUATION REPORT

REMAINDERS OF FARMS 528 & 529
STELLENBOSCH RD
MOUNTAIN BREEZE CARAVAN PARK

HCB Property Valuations
35 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

INDEX **PAGE**

1. INTRODUCTION
1.1 Instruction 6
1.2 Date of Valuation 6
1.3 Date of Inspection 6

2. TITLE DEED DESCRIPTION
2.1 Title Deed 6
2.2 Description 6
2.3 Owner 6
2.4 Extent 6
2.5 Purchase Price 7
2.6 Surveyor General Information 7
2.7 Title Deed Conditions 7

3. LOCAL, PROVINCIAL AND CENTRAL GOVERNMENT INFORMATION
3.1 Local Authority 7
3.2 Zoning 7

4. PHYSICAL DESCRIPTION
4.1 Land 8
4.2 Improvements 8

5. MARKET ANALYSIS **9**

6. METHOD OF VALUATION **9**

7. ESTABLISHMENT OF COMPARABLE RENTALS
7.1 Highest and Best use 10
7.2 Valuation Method 10
7.3 Conclusion 14

8. CERTIFYING OF VALUATION 15

9. CAVEATS 16

INDEX **PAGE**

10. ANNEXURES

10.1	Annexure 1 – Valuer Certificates	17
10.2	Annexure 2 – Instruction	18
10.3	Annexure 3 – Locality Map / Aerial Photo	20
10.4	Annexure 4 – Copy of Property Report	21
10.5	Annexure 5 – CSG Diagram	23
10.6	Annexure 6 – Photos of Subject Property	27
10.7	Annexure 7 –Valuation Certificate	33

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 the subject property referred to in this report and have obtained all the necessary information to determine the market value thereof as well as portioned rental value.

- *See Annexure 1 for Valuer Certificates*

1.1 Instruction

An instruction was received from Mrs Yolande van den Berg of Stellenbosch Municipality to attend to the market value and portioned rental valuation of the properties being more commonly known as Remainder Farms 528 & 529, Stellenbosch RD. The purpose of the valuation is to determine the open market value and portioned rental value of the property, as on 1 February 2025.

Note: Lease is for a telecommunication base station on the portion.

- *See Annexure 2 for Instruction*

1.2 Date of Valuation

The date of valuation as instructed by the client is 1 February 2025.

1.3 Date of Inspection

Property was inspected on 18 February 2025 by Helen Louwrens & Coenraad Botha.

2. TITLE DEED DESCRIPTION

2.1 Title Deed

The property reports indicate title deed numbers as:

- RE Farm 528: ST FH 6-6/1891
- RE Farm 529: ST FH 6-4/1890

2.2 Description

The property can be described as “Remainder Farms 528 & 529, Stellenbosch RD, Western Cape”. Hereafter in the report we will refer to these farms as the “subject properties”.

2.3 Owner

The property is registered in the name of Mun Stellenbosch.

2.4 Extent

- RE Farm 528: 82 790m²
- RE Farm 529: 153 210m²

2.5 Purchase Price

Not relevant to this report, because it will not have an impact on Market Value.

2.6 Surveyor General Information

HCB could not find any discrepancies regarding the ground layout with the Surveyor General Information.

2.7 Title Deed Conditions

HCB did not have sight of the Title Deed; thus, we cannot comment on any restrictive conditions it may hold.

3. LOCAL, PROVINCIAL AND CENTRAL GOVERNMENT INFORMATION

3.1 Local Authority

This property falls under the jurisdiction of the Stellenbosch Municipality, situated in the Western Cape.

3.2 Zoning

The following Zoning was found on the Stellenbosch Municipal Website (February 2025).
Zoned: **Agricultural**

CHAPTER 20: AGRICULTURE AND RURAL ZONE

199. Zone name and designation on map

(1) The Agriculture and Rural zone may be referred to by the code (AR) and shall be indicated on the zoning map in pale green (Colour code 211,255,191).

200. Purpose of the zone

(1) The purpose of this zone is to make provision for:
- (a) the protection and preservation of agricultural land, rural landscapes, and biodiversity.
- (b) use of land for purposes of bona fide agricultural production or conservation.
- (c) buildings and structures which may be erected for reasonable and normal agricultural purposes.
- (d) a limited range of other ancillary uses which may take place on agricultural land units, either as additional rights or with the consent of the Municipality and which provides for more intensive agricultural use, agricultural industry or tourism which has the objective of creating variety, ensuring sustainability, and providing diversified income to landowners, without adversely impacting on the primary use of the land unit for agricultural purposes.

201. Land use within this zone

(1) The following land uses are permitted in this zone:

Primary Uses	Additional Uses (not exceeding threshold in this chapter and subject to technical approval)	Consent Uses (Application required)
• Agricultural building (ч2000m²) • Agriculture • Dwelling house • Forestry • Natural environment • Occasional use (one event/year) • Private road • Polytunnel (ч2000m²) • Second dwelling • Employee housing (one unit)	• Agricultural building (>2000m²) • Agricultural industry (<2000m²) • Bed and breakfast establishment • Employee housing (exceeding one unit) • Guest house • Home day care Centre • Home occupation practice • Polytunnel (ш2001m² and ч5000m²) • Rooftop base telecommunication station • Tourist dwelling units • Tourist facility (existing buildings)	• Abattoir • Additional dwelling units (max 4) • Airfield • Airstrip • Agricultural industry (ш2000m²) • Camping site • Day care Centre • Freestanding base telecommunication station • Helicopter landing pad • Intensive feed farming • Kennel • Market • Occasional use (> one event/year) • Plant nursery • Polytunnel (>5000m²) • Renewable energy structure • Service trade • Tourist accommodation establishment • Tourist facility (new buildings or exceeding threshold) • Any additional use exceeding the threshold set out in this chapter

Please Note: *HCB Valuations & Services (Pty) Ltd retrieved this information of the Stellenbosch Municipal Website, should it be incorrect, we reserve the right to amend this document and adjust our valuation if needed.*

4. PHYSICAL DESCRIPTION

4.1 Land

Subject property is vacant land, it is in good condition.

- *See Annexure 3 for Locality Map.*

4.2 Improvements

Market Value:

The subject property is improved with the following:

Main House / Administration Building **155m²**

- The main dwelling is joint to the administration building, it consists of brick-plastered walls, with sink-plated roofing. The condition is below average, with structural issues such as lifting floor, and leaking roof.

Covered Stoep **60m²**

Laundry & Storage Area **24m²**

- Laundry consists of nutec walls, and the storage consists of corrugated iron walls. Both have sink-plated roofs.

Carport **56m²**

Security Hut **9m²**

- This is a movable structure

7x Individual Houses **144m² + 23m² covered stoep**

- These houses have no more water supply or electrical access. They have been vandalised to such and extent that they are not in liveable condition and need maintenance.
- One of these units was destroyed in a storm with tree falling on it.

2x Linked Chalets **352m²**

- 2 sets of 3 linked chalets with covered stoeps. These chalets are not in liveable condition as they have no running water or electrical supply, insides are vandalised.

2x Covered Stoep **136m²**

Swimming pool **72m²**

- Swimming pool is well maintained with fencing around for safety purposes.

Pool Ablution Facility **79m²**

- Ablution facility is constructed from nutec, with male and female changing rooms with showers and toilets. This improvement has slight maintenance needs, such as roof repairs causing leakage.

Communal Hall **568m²**

- Communal hall is in below average condition, with repairs from a storm needed to a nutec extension. The main building consists of exposed brick with zink-plated roofing. The roof needs repairing.

Covered Stoep **194m²**

- Stoep houses braai facilities

Camping Ablution Facility **320m²**

- Camping ablution is used by permanent "tenants" who have erected their own structures which are not valued in this valuation report.
- The camping ablution is functioning, but in need of maintenance regarding water drainage and general items.

2x Labourers Cottages **75m² + 75m²**

- Cottage 1 is a nutec dwelling with corrugated iron roofing occupied by the caretaker of the premises. It is well-maintained and in average condition with a carport.
- Cottage 2 is occupied by a tenant and is in below average condition. Nutec dwelling with corrugated iron roofing. This dwelling is extended, but it is our opinion to not place a value on the extension due to the condition.

Rental:

The area isolated for leasing purposes houses a telecommunication base station.

5. MARKET ANALYSIS

Market Rental:

Rent is a system of payment for the temporary use of something owned by someone else; the payments for such use are typically referred to as "rent". In the open market, rent is a product; it does not occur naturally, as in, 'this is the rent for the premises. To value rent, all the terms and conditions of the tenancy must be known, stated in advance, or defined. However, because the rent at a new letting is often agreed before the lease is drafted and/or approved; it is possible for a completed lease to contain terms and conditions that could produce a different rent to what was agreed.

Market Value:

The definition "Market Value" as laid down by the International Valuation Standards Committee is: *"The estimated amount for which an asset should exchange, on the date of valuation, between a willing buyer and a willing seller, in an arms-length transaction, after proper marketing, wherein the parties had each acted knowledgeably, prudently and without compulsion."*

6. METHOD OF VALUATION

Rental:

The Comparable Rental Method of valuation is the most suitable method to apply to establish the market rental of the subject property. In applying the Comparable Rental Method, it is necessary to investigate the sales of similar type properties that have been rented as well as returns required by the holders of such land.

The above information 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.

Market Value:

To determine an accurate Market valuation, the following method is used:

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
- Use to which the subject property can be put
- Extent of Improvements
- Features (swimming pool, garage, etc)
- Condition of Improvements

7. ESTABLISHMENT OF COMPARABLE RENTALS & SALES

7.1 Highest and Best use

Definition*: "The most probable use of a property which is physically possible, appropriately justified, legally permissible, financially feasible and which result in the highest value of the property being valued"*.

Therefore, it could be argued that the highest and best use of a property is, which is physically possible, appropriately justified, legal permissible, financially feasible and which result in the best value of the property to be valued.

I believe highest and best use is Agriculture, as it complies with the zoning of the subject properties.

7.2 Valuation Method

Rental:

The market was surveyed for current leases, rates of return and leasing practices. Information was sourced from local estate agents, local property professionals, as well as our property info database. The information that was obtained was verified and adjustments were made for time, use, layout, and location.

Our findings for similar rentals in other areas are as follows:

Area	Usage	Current Rate
Canal Walk	Vodacom	R14 490
Tygervalley	Vodacom Base Station	R14 150
Bayside Mall	Rain (Pty) Ltd	R9 915

Market Value:

Comparable Factors:

No two properties are ever 100% comparable. Comparable properties give an indication that there is not a lack of interest by buyers in the property market for specific areas for the type of property if the price is right and acceptable.

Factors to consider when finding comparable sales:

- Sales should be within a reasonable distance of the subject property
- Sale date should be recent
- The extent of the comparable properties should be in relation to the subject property
- The age of comparable properties should be in relation to subject property
- The construction type, design, layout, and finishing should be in relation to the subject property

Should any of these factors not be comparable with the subject property, adjustments can be made by the valuer as deem fit. Adjustments are often made for size, use, location, construction type, age, condition, and zoning of properties.

The following sales were noted and used to arrive at an Open Market Valuation of the Subject Property on 1 February 2025.

Sale Number: 1 – Farm 578/3



Purchase Date:	**1 March 2024**
Purchase Price:	**R9 000 000**
Farm Extent:	**2.1193ha**
Location:	**Stellenbosch RD**

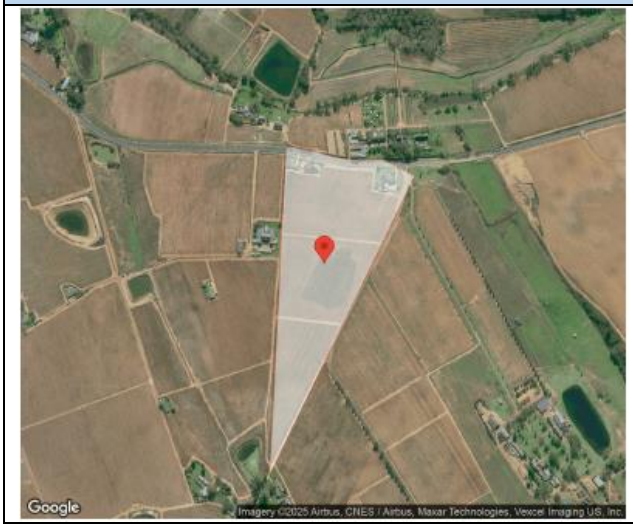
Comment on Comparable:

Sales Analysis indicate that the value of the improvements on this farm calculates to R2 535 000-00, and agricultural land sold for R3 200 000-00/ha. This sale has better agricultural locality, i.e. not against a main road as the subject property, and land is much smaller in extent.

Sale Number: 2 – Farm 577/8		
	**Purchase Date:**	**26 June 2023**
	Purchase Price:	**R23 000 000**
	Farm Extent:	**4.8788ha**
	Location:	**Stellenbosch RD**

Comment on Comparable:

Sales Analysis indicate that the value of the improvements on this farm calculates to R3 500 000-00, and agricultural land sold for R4 000 000-00/ha. This sale has better agricultural locality, i.e. not against a main road as the subject property, and land is much smaller in extent.

Sale Number: 3 – Farm 566/1		
	**Purchase Date:**	**29 July 2024**
	Purchase Price:	**R25 000 000**
	Farm Extent:	**9.4317ha**
	Location:	**Stellenbosch RD**

Comment on Comparable:

Sales Analysis indicate that the value of the improvements on this farm calculates to R5 000000-00, and agricultural land sold for R2 100 000-00/ha.

Sale Number: 4 – Farm 555/2		
	**Purchase Date:**	**14 august 2023**
	Purchase Price:	**R18 500 000**
	Farm Extent:	**5.484ha**
	Location:	**Stellenbosch RD**

Comment on Comparable:

Sales Analysis indicate that the value of the improvements on this farm calculates to R7 000 000-00, and agricultural land sold for R1 700 000-00/ha. This sale has better agricultural locality, i.e. not against a main road as the subject property, and land is much smaller in extent.

Note: Sale number 4 is most comparable in land extent, the other sales yielded higher rates/ha for land, as they are more lifestyle orientated due to extent.



Conclusion

Rental:

The rate for lease of a telecommunication base station ranges from R10 000-00 to R14 500.

It is my opinion to apply a lowest tariff, due to the location of the subject property.

It is my opinion that the Open Market Value of the subject property on 1 February 2025 is R9 850-00 per month, taking into consideration sales and after adjusting for time, location, zoning, and usage.

Market Value:

Due to the condition of the improvements on the subject properties, it is our opinion to use replacement cost calculations and depreciation factors to calculate the value of the improvements:

Description	Extent	Rate/m² or Unit	Replacement Cost	Professional Fees	Physical Depreciation:	Functional Depreciation:	Economic Depreciation:	Value:
Main House/ administration Building	155	R 8 500,00	R 1 317 500,00	10%	50,00%	30,00%	20,00%	R 405 790,00
Covered stoep	60		R -	10%				R -
Laundry & Storage Area	24	R 5 500,00	R 132 000,00	10%	50,00%	30,00%	30,00%	R 35 574,00
Carport	56	R 500,00	R 28 000,00	10%	50,00%	20,00%	20,00%	R 9 856,00
Security Hut	9	R 550,00	R 4 950,00	10%	50,00%	20,00%	20,00%	R 1 742,40
7x Individual Houses	144	R 5 500,00	R 792 000,00	10%	80,00%	30,00%	30,00%	R 85 377,60
Covered Stoep (7)	23		R -	10%				R -
2x Linked Chalets	352	R 5 500,00	R 1 936 000,00	10%	60,00%	40,00%	40,00%	R 306 662,40
2x Covered Stoeps	136		R -	10%				R -
Swimming Pool	72	R 2 000,00	R 144 000,00	10%	20,00%	10,00%	10,00%	R 102 643,20
Pool ablution Facility	79	R 5 500,00	R 434 500,00	10%	60,00%	30,00%	30,00%	R 93 678,20
Communal Hall	568	R 6 500,00	R 3 692 000,00	10%	80,00%	20,00%	30,00%	R 454 854,40
Covered Stoep	194		R -	10%				R -
Camping ablution Facility	320	R 4 500,00	R 1 440 000,00	10%	50,00%	40,00%	30,00%	R 332 640,00
2x Labourers Cottages	150	R 6 000,00	R 900 000,00	10%	60,00%	20,00%	30,00%	R 221 760,00
							Total	R 2 050 578,20
							Rounded	R 2 050 000,00

From the sales we derived that vacant agricultural land of this nature will sell for R1 250 000-00 per hectar, considering the extent of the farms.

Farm 528: 8,2790ha @R1 250 000-00/ha = R10 348 750-00
Farm 529: 15,3210ha @R1 250 000-00/ha = R19 151 250-00

Total Land: = R29 500 000-00

8 CERTIFYING OF VALUE

I hereby certify that I have identified the subject property and obtained all the necessary information to determine the market rental thereof.

Rental:
Accordingly, I hereby certify that in my opinion, to the best of my knowledge, skill and expertise, the monthly rental of the subject portion of 1 February 2025 to be
R9 850-00 (nine thousand eight hundred and fifty rand per month) VAT Excluded

Market Value:
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 February 2025 to be
R31 550 000-00 (thirty-one million five hundred and fifty thousand rand).



Hendrik Coenraad Botha
Professional Valuer
Registration Number: 5601

17 February 2025
Date of Signature

9 CAVEATS

This valuation has been prepared on the basis that full disclosure of all Information and factors which may affect the valuation have been made to Ourselves and we cannot accept any liability or responsibility whatsoever for the Valuation unless such full disclosure has been made.

9.1 Valuation Standard

This valuation has been prepared in accordance with the guidelines of the South African Institute of Valuers for valuation reports.

9.2 Statutory Notices and Unlawful Use

We have assumed that the property and its value are unaffected by any statutory notice or condition of Title where Title Deeds have not been inspected, and that neither the property nor its condition, nor its use, nor its intended use, is or will be unlawful.

9.3 Confidentiality

This valuation is produced exclusively for the Stellenbosch Municipality and for the specific purpose to which it refers. It may be disclosed to your other professional advisers assisting you in respect of that purpose. We accept no responsibility whatsoever to any parties other than yourselves who make use of this valuation.

9.4 Non-Publication

Kindly note that neither the whole nor any part of this report, nor any reference thereto maybe included in any published document, circular or statement, nor published in any way without our prior written approval at to the form or context in which it may appear.

10 ANNEXURES

10.1 Annexure 1 – Valuer Certificate

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: 25 July 2024
PERIOD OF VALIDITY: 1 July 2024 - 30 June 2029

JF Cloete
President

REGISTRATION No: 5601

ND Naidoo
Registrar

10.2 Annexure 2 – Instructions

Dear Helen,

Please see attached an extremely urgent new instruction.

This portion of land is better known as the Mountain Breeze Caravan Park. We want to determine the market value to sell the property on auction.

We also need to determine a fair rental amount as there is a cellphone tower on the property that we need to lease on a monthly basis.

Can you please provide me with a quote?

I trust you find this to be in order and look forward to hearing from you.



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

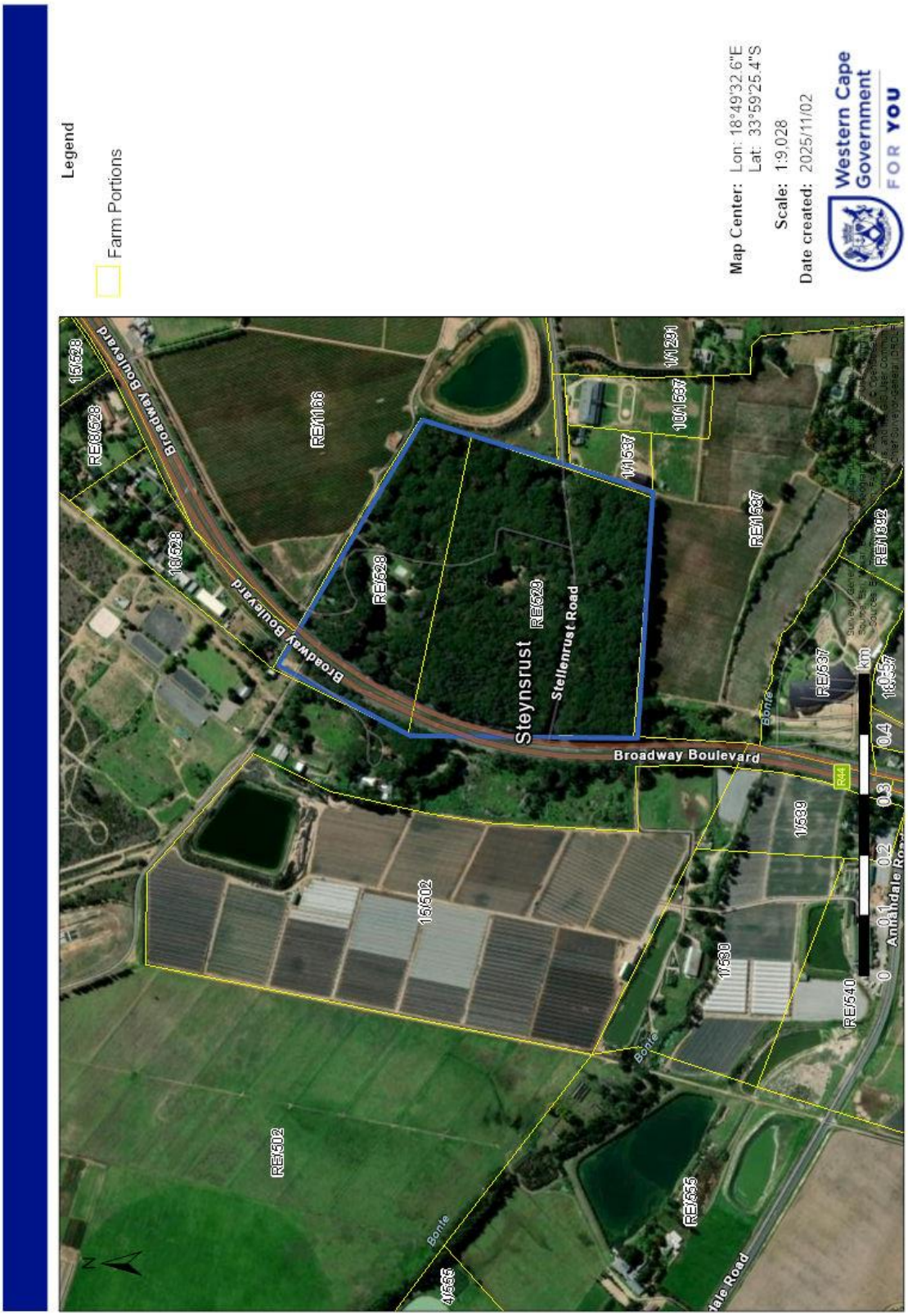
HCB
Valuations and Services (Pty) Ltd
HEAD OFFICE
38 Long Street, Moorreesburg, 7310
T: +27(0)22 433 2035 M: +27(0)83 663 2140 E: admin@hcb.co.za

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:	Farm 528 & 529 Remainders
Town/Region:	Stellenbosch
Owner:	Stellenbosch Municipality
Zoning and Usage:	Agricultural
Date of Valuation:	11/02/2025
Reason for valuation:	To determine market Related value for: – Sale – lease (per square meter)
Any other information you feel is pertinent to the valuation:	Please include portion on the other side of Stellenrust Road
Expected Delivery Date:	Extremely URgent.

Should you have any questions or concerns contact:
Helen: 081 4733 707 / helen@hcbval.co.za
Coenraad: 083 663 2140 / coenraad@hcb.co.za

10.3 Annexure 3 – Locality Map / Aerial Photo



10.3 Annexure 4 – Property report

CMA INFO

Hcb Valuations
Moorreesburg
Helen Louwrens

E-mail: helenlowrens@gmail.com
Cell: 081 473 3707

Tel: 022 433 2035

HCB Group
Tel: 022 433 2035
Email: admin@hcb.co.za
PO Box 247, Moorreesburg, 7310





PROPERTY INFORMATION			
Farm no	528	**GPS**	18.829975°E 33.989205°S
Reg Div	STELLENBOSCH RD	**Extent**	48 639 m²
Address	STRAND ROAD FARM 528	**Cadastral extent**	82 790 m²
Suburb	STELLENBOSCH RURAL	**Usage**	Business
Municipality	STELLENBOSCH	**Type**	
Province	WESTERN CAPE	**Zoning**	
		Zoning Desc	

MUNICIPAL VALUATION	
Total Value	R 11 600 000
Valuation Year	2021

SALE INFORMATION			
Owner	MUN STELLENBOSCH	**Title Deed**	ST FH 6-6/1891
Sale Price	-	**Bond Holder**	-
Sale Date	-	**Bond Amount**	-
Registered	1891/06/29	**Sale Type**	-

CMA INFO

Hcb Valuations
Moorreesburg
Helen Louwrens

E-mail: helenlowrens@gmail.com
Cell: 081 473 3707

Tel: 022 433 2035

HCB Group
Tel: 022 433 2035
Email: admin@hcb.co.za
PO Box 247, Moorreesburg, 7310





PROPERTY INFORMATION			
Farm no	529	GPS	18.829497°E 33.990999°S
Reg Div	STELLENBOSCH RD	Extent	867 292 m²
Address	529 FARM NO. 529 FARM 529	Cadastral extent	153 210 m²
Suburb	STELLENBOSCH RURAL	Usage	Farm
Municipality	STELLENBOSCH	Type	
Province	WESTERN CAPE	Zoning	
		Zoning Desc	

MUNICIPAL VALUATION	
Total Value	-
Valuation Year	-

SALE INFORMATION			
Note: The Sale Price is inclusive of 2 properties on this Title Deed			
Owner	MUN STELLENBOSCH	Title Deed	ST FH 6-4/1890
Sale Price	-	Bond Holder	-
Sale Date	-	Bond Amount	-
Registered	1890/12/12	Sale Type	-

ACCOMMODATION							
Condition	-	Age		Building Extent	-		
Bed Rooms	-	Reception Rooms	-	Alarm	-	Perim Security	-
Bath Rooms	-	En Suite	-	Pool	-	Tennis Court	-
Study	-	Domestic Accom.	-	Garden	-	Sprinkler System	-
Garages	-	P Bays/C Ports	-	Borehole	-	Outside Accom.	-
Special Features							

10.5 Annexure 5 – CSG Diagram of Property

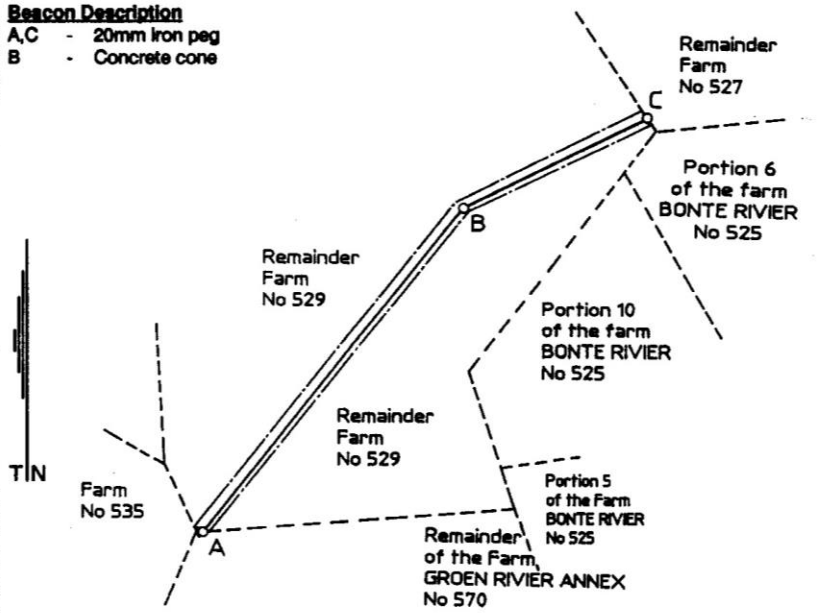
david heilig & abrahamse (ref L3937)

SERVITUDE DGM.

OFFICE COPY

SIDES Metres	ANGLES OF DIRECTION		CO-ORDINATES Y System Lo19° X		S.G. No.
	Constants		0,00	+ 3700 000,00	10314/1995
AB 774,88	218 36 40	A	+ 14 918,18	+ 63 191,27	Approved
BC 377,48	243 56 30	B	+ 14 434,62	+ 62 585,78	
		C	+ 14 095,51	+ 62 419,96	
65 Stel 7		◬	+ 14 377,22	+ 62 509,37	for Surveyor-General
27 Stellenboschberg		◬	+ 9 428,89	+ 59 981,86	1996-03-20

Beacon Description
A,C - 20mm iron peg
B - Concrete cone



Scale 1:10000

The line A B C represents the South Eastern and North Western boundary of an 8,00 metre and a 4,00 metre wide pipeline servitude respectively, as shown over **Remainder of FARM NO. 529**

Situate in the Administrative District of Stellenbosch

Province of ~~Cape of Good Hope~~ the Western Cape

Surveyed in January 1992 to September 1994

by me,

S G Le Brun (PLS0337)
Professional Land Surveyor

This diagram is annexed to	The original diagram is	File No. STEL MF
No. dated I.f.o. Registrar of Deeds	No. 463/1890 annexed to Stel.F.6-4 dated 12/12/1890	S.R. No. E 3284/1995 Comp. BH-8DCD (3785)

SERVITUDE DGM.

SERVITUDE DGM.

OFFICE COPY

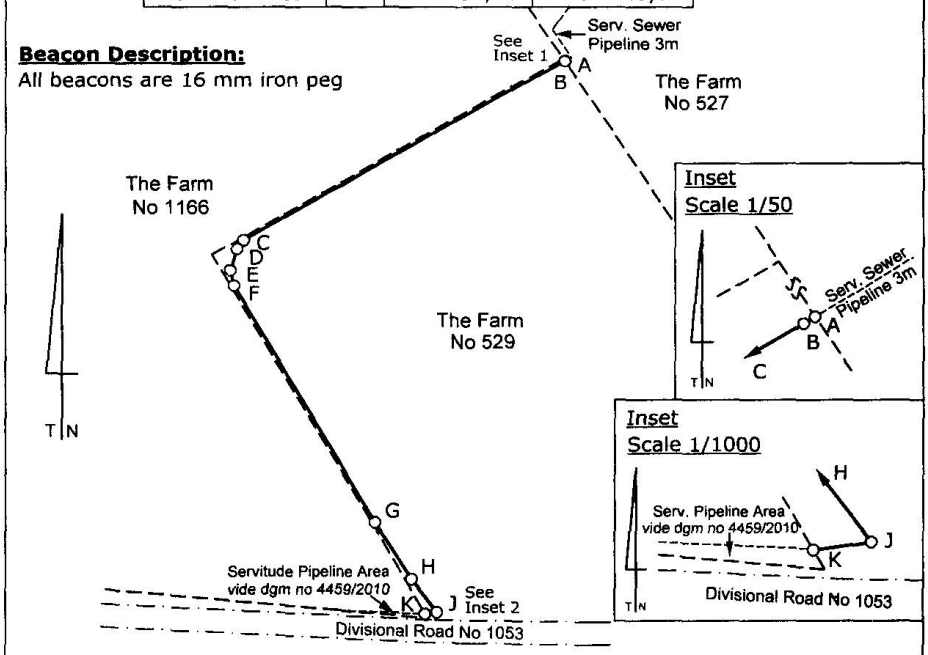
DAVID HELLIG & ABRAHAMSE, LAND SURVEYORS

SIDES Metres		ANGLES OF DIRECTION		CO-ORDINATES Y System WG 19° X	
		Constant		± 0,00	+3 700 000,00
AB	0,12	59 02 10	A	+14 480,77	+ 62 226,56
BC	318,35	60 08 50	B	+14 480,87	+ 62 226,62
CD	9,40	33 38 20	C	+14 756,98	+ 62 385,09
DE	19,57	17 36 40	D	+14 762,19	+ 62 392,92
EF	13,69	347 43 50	E	+14 768,11	+ 62 411,57
FG	242,68	329 56 50	F	+14 765,20	+ 62 424,95
GH	58,71	327 09 40	G	+14 643,67	+ 62 635,01
HJ	36,29	322 54 20	H	+14 611,83	+ 62 684,34
JK	10,22	82 10 50	J	+14 589,94	+ 62 713,29
			K	+14 600,06	+ 62 714,68
	9 Helderberg		Δ	+11 049,63	+ 67 146,93
	148 Held West		Δ	+12 058,73	+ 67 943,05

S.G. No.
2473/2011
Approved

for Surveyor-General
22-07-2011

Beacon Description:
All beacons are 16 mm iron peg



Scale 1: 5000

The line **A B C D E F G H J K**
represents **Centre Line of a Servitude Sewer Pipeline 3m wide, as shown**
over **the Remainder of the Farm No 529**
situate in **the Municipality and**
Administrative District of **Stellenbosch** Province of the Western Cape

Surveyed in **June 2011**
by me

S G DREYER
Professional Land Surveyor
(PLS1028)

This diagram is annexed to No: K325/2018 dated i.f.o. Registrar of Deeds	The original diagram is No. 463/1890 annexed to Transfer No. Stel.F.6-4 dated 12/12/1890	File No. Stel.529 S.R. No. 919/2011 Comp. BH-8DCD (3785) LPI C0670000

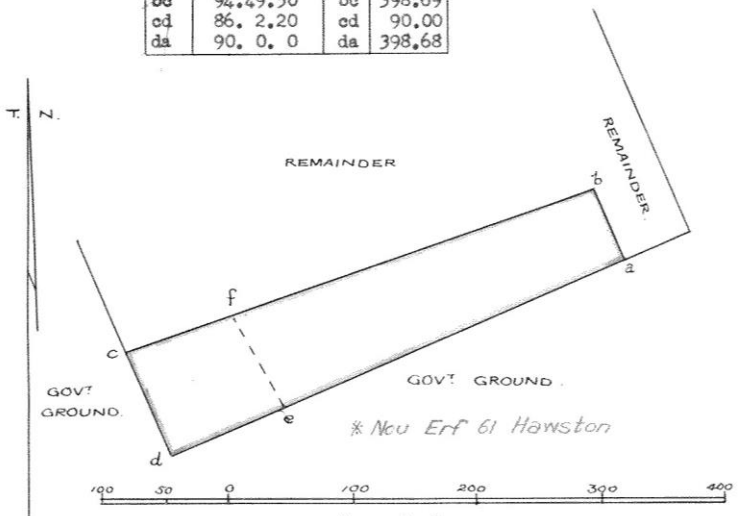
SERVITUDE DGM.

S

S. G. DGM. NO. 463/1890.

The numerical data of this diagram are sufficiently consistent.
No. 463/1890. (Sgd.) Max Jurisch,
Examiner.

Angles.	o ' "	Sides.	
ab	89. 7.50	ab	62.47
bc	94.49.50	bc	398.69
cd	86. 2.20	cd	90.00
da	90. 0. 0	da	398.68



The above diagram a. b. c. d. bordered green represents 210 Square Roods 109.1 Square Feet of ground being part of the Remainder of the Land granted in Freehold to Samson Deyer on the 25th of March, 1839 last transferred to P.D. Swart on the 19th April, 1853, situate in the vicinity of the Bot River Lake Division of Caledon Fieldcornetcy of Palmiet & Bot Rivers.

Bounded Northwards & Eastwards by Remainder
Southwards & Westwards " Government Ground

Taken from Original Diagrams framed from Survey by the late Surveyor J.A. Kuys, by me,

(Sgd.) T. Risler,
Govt. Surveyor.
Cape Town.
2nd June, 1890.

Note. The figure cdef represents 57 S.R. 21.5 S.Ft. The Fig. abfe represents 153 S.R. 87.6 S.Ft. Total - 210 S.R. 109.1 Sq.Ft.

(Int.) T.R.

Transfer xxxx 351

23rd June, 1890.

Est. of late W.H. Theunissen.

61

M. M. Hagen

SURVEYOR GENERAL
CAPE TOWN.

27.8.1956

NAGESIEN Ptn 26/7/60
GEO. W... NAGESIEN

A I - 3 CB/W11

S B

C

61

P.B./R.B.

SERWITUUTKAART

KANTOORAFSKRIF

SYE Meter		RIGTINGS -HOEKE	KOÖRDINATE	Y Stelsel Lo 19°	X
		Konstantes		0,00	+3 700 000,00
AB	7,69	144 22 00	A	+ 14 365,31	+ 62 553,37
BC	9,58	131 54 40	B	+ 14 369,79	+ 62 547,12
CD	135,30	134 55 20	C	+ 14 376,92	+ 62 540,72
DE	552,35	92 43 50	D	+ 14 472,72	+ 62 445,18
			E	+ 15 024,45	+ 62 418,87
EF	21,64	176 50 10	F	+ 15 025,64	+ 62 397,26
.		(68) Stel 6	Δ	+ 18 771,96	+ 63 742,58
		(65) Stel 7	Δ	+ 14 377,22	+ 62 509,37

L.G. No. 8147/95

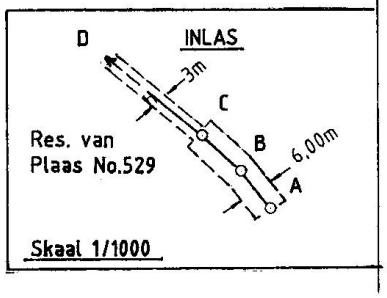
Goedgekeur

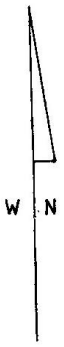
Landmeter-generaal

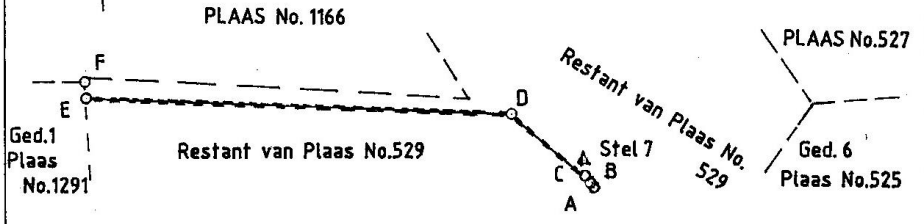
1995 . 10 . 20

BAKENBESKRYWINGS:

A, B, C, E 16mm Ysterpen
D 100mm Asbespyp gevul met beton
F Ysterpaalpen







Skaal: 1/7500

Die ~~figuur~~lyne A B C en C D E

stel voor. die middellyn van 'n Pyplynserwituut, 6,00m en 3,00m wyd, ~~grond, synde~~

onderskeidelik, soos aangetoon oor die RESTANT VAN PLAAS No. 529

geleë in Administratiewe Distrik

STELLENBOSCH Provinsie Wes-Kaap ~~Provinsie Kaap die Goeie Hoop.~~

Opgemeet in Junie 1995

deur my,

N Loubser 0892 Landmeter

Hierdie kaart is geheg aan	Die oorspronklike kaart is.	Lêer No. Stel 529
No. gedateer		M.S. No. E2604/95
t.g.v.	No. 463 / 1890 geheg aan ~~Transport~~/Grondbrief No. Stel.F. 6-4	Komp. BH-8DCD (3785)
Registrateur van Aktes		

SERWITUUTKAART Ref. 324(A) Waltons Stationery Co.

10.6 Annexure 6 – Photos of Subject Properties

Main house, Administration, Carport, Security hut, Laundry & Storage








6x Chalets





7x Dwellings









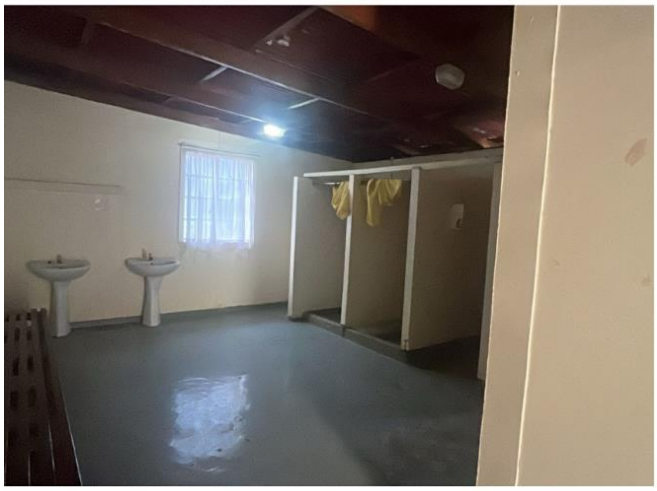





Swimming pool & Ablution Facility








Communal Hall:






Labourers Cottages:








10.7 Annexure 7 - Rental Valuation Certificate

HCB
Valuations and Services (Pty) Ltd

HEAD OFFICE
35 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
Farm Number:		Remainder Farms 528 & 529
Title Deed Number:		
	RE Farm 528:	ST FH 6-6/1891
	RE Farm 529:	ST FH 6-4/1890
Area/Town:		Stellenbosch RD
Owner:		Mun Stellenbosch
Date of Valuation:		1 February 2025
Reference Number:		STEL/RD/RE/528/529
Portioned Rental Valuation Amount:		R9 850-00/Month VAT Excluded
Valuation Amount:		R31 550 000-00
Zoning:		Agricultural

Comments:

This Valuation Certificate must be read in conjunction with the attached Valuation Report.
The rental valuation is only applicable to the portion where telecommunication tower is erected and leased by the municipality.

Hendrik Coenraad Botha
Professional Valuer
Registration Number: 5601

7.4	**FINANCIAL SERVICES: (PC: CLLR JC ANTHONY)**

NONE

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

NONE

7.6	**INFRASTRUCTURE SERVICES : (PC : CLLR R PHEIFFER)**

7.6.1	**STATUS REPORT ON THE ALTERNATIVE ENERGY GENERATION PROGRAMME – APRIL 2025**

Collaborator No: **783383**
IDP KPA Ref No: **Green & Sustainable Valley**
Meeting Date: **16 April 2025**

1. SUBJECT: STATUS REPORT ON THE ALTERNATIVE ENERGY GENERATION PROGRAMME – APRIL 2025

2. PURPOSE

For Council to note the progress of the Municipality's as well as Provincial Government initiatives regarding the Alternative Energy Programme projects which are underway at present.

3. DELEGATED AUTHORITY

Municipal Council.

4. EXECUTIVE SUMMARY

4.1 20 MW Independent Power Producer Contract: Tender conditionally awarded to successful bidder. A Legal Firm has been appointed by the Municipality and has interrogated the draft Power Purchase Agreement. Once the draft Power Purchase Agreement is finalised and signed off by both parties, development rights will commence.

4.2 50 MW Independent Power Producer Tender: The Request for Proposals was advertised on 29 March 2025.

4.3 The installation of the 66kV switchgear at Main and University substations, is planned to be completed in April 2025. This will then enable the installation of the Supervisory Control and Data Acquisition (SCADA) completion at those substations.

4.4 The new (SCADA) tender was advertised on 15 February 2025.The new tender is for the Supply, Delivery, Off-Loading, Installation, Setup, Configuration and Commissioning/Testing of Electrical Substation Telemetry Monitoring Equipment (SCADA System) and Supervisory Communication Network Installations. The department is awaiting a date from SCM on when the evaluated tender will serve at the Bid Evaluation Committee.

4.5 Fire Station Progress: The tender for the Stellenbosch Fire Station battery storage system was awarded and construction work will be completed by 30 June 2025.

4.6 NPK Building Progress: Tender documentation is being prepared at present for the retrofitting of the building with alternative energy equipment.

4.7 Main Building (Neethling Huis) Progress: Currently at detailed design and tender documentation stage (Electrical and Mechanical Fire Compliancy).

4.8 Energy Performance Certification: The frames have been delivered, and the certificates have been installed in all buildings except the NPK building. The delay in the NPK building is due to the final positioning of the frame not yet being confirmed.

4.9 Municipal Community Buildings Progress: Tender B/SM 34/25 Turnkey – Engineering, Procurement and Construction (EPC) of Hybrid Inverter with Battery Storage Systems at fourteen Stellenbosch Municipality Community Buildings. The tender was awarded and the successful bidder notified on 7 March 2025. Currently awaiting the 21-day appeal period.

4.10 Eskom Hot Water Load Control (HWLC) and RT 29-2024 Contracts for smart meters:

A new tender will be prepared with the objective of becoming effective on 1 July 2025.

4.11 The Municipality's load curtailment application is still with Eskom at present, and Eskom responded formally to the Municipality's request. The Municipality will still pursue this option but mitigating measures are in place should Eskom not allow it.

The above projects, 4.1 to 4.10, are still being pursued by the Municipality's Alternative Energy Program with the focus on securing cheaper and renewable energy, as well as the focus on business continuity during outages and ensuring that critical plants and systems are still operational.

5. RECOMMENDATION

that Council notes the latest progress with the Alternative Energy Generation projects in implementation at present.

6. DISCUSSION / CONTENTS

6.1 Background

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

6.2.1 20 MW Independent Power Producer Contract: The legal firm has submitted their comments on the PPA, which have been shared with the bidder and the finance department for their review. A meeting will be scheduled in April 2025 with the bidder, the legal firm, the consultant as well as the technical, legal and finance departments to finalise the PPA. Following this, the Section 33 process will commence.

6.2.2 50 MW Independent Power Producer Tender: An urgent council meeting was held on 4 March 2025. Council noted the clarification of the Feasibility Report approved in August 2024. The RFP went back to BSC on 13 March 2025 and was approved. The RFP was advertised on the 29 March 2025 and the closing date is 30 September 2025.

6.2.3 The installation of the 66kV switchgear at Main and University substations, is planned to be completed in April 2025. This will then enable the installation of the Supervisory Control and Data Acquisition (SCADA) completion at those substations.

6.2.4 Tender B/SM 75/25 - The new SCADA tender for the Supply, Delivery, Off-Loading, Installation, Setup, Configuration and Commissioning/Testing of Electrical Substation Telemetry Monitoring Equipment (SCADA System) and Supervisory Communication Network Installations. The tender was advertised on 15 February 2025 and closed on 17 March 2025. The department is currently preparing the technical evaluation report which will be submitted to SCM by 11 April 2025.

6.2.5 Fire Station Progress: The tender for the Stellenbosch Fire Station battery storage system was awarded and construction work will be completed by 30 June 2025. The installation has been completed, and the inverter has been successfully commissioned. The contractor is currently addressing the snags identified during the commissioning process.

6.2.6 NPK Building Progress: Tender documentation is being prepared at present for the retrofitting of the building with alternative energy equipment.

6.2.7 Main Building (Neethling Huis) Progress: Currently at detailed design and tender documentation stage (Electrical and Mechanical Fire Compliancy).

6.2.8 Energy Performance Certification: The frames have been delivered, and the certificates have been installed in all buildings except the NPK building. The delay in the NPK building is due to the final positioning of the frame not yet confirmed.

6.2.9 Municipal Community Buildings Progress: Tender B/SM 34/25 Turnkey – Engineering, Procurement and Construction (EPC) of Hybrid Inverter with Battery Storage Systems at fourteen Stellenbosch Municipality Community Buildings. The tender was awarded, and the successful bidder was notified on 7 March 2025. Currently awaiting the 21-day appeal period.

6.2.10 Eskom Hot Water Load Control (HWLC) and RT 29-2024 Contracts for smart meters:

A new tender will be prepared with the objective of becoming effective on 1 July 2025.

6.2.11 The Municipality's load curtailment application: Eskom submitted a formal response regarding load curtailment application. The response states that Eskom cannot allow the Municipality to be on load curtailment, however, it was determined that the Municipality can implement load curtailment for its end customers. The response will be shared with the consultants for review.

The above projects, 4.1 to 4.10, will still be pursued by the Municipality's Alternative Energy Program with the focus on securing cheaper and renewable energy, as well as the focus on business continuity during outages and ensuring that critical plants and systems are still operational

6.3 Financial Implications

This report has no further financial implications for the municipality and the projects have been appropriately budgeted for.

6.4 Legal Implications

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

6.5 Staff Implications

Specialized technical staff would be required to facilitate and implement the switching and optimization of different sources of energy into the Municipal grid. The department has identified vacancies as well as new posts which have been submitted in a new draft organogram for review.

6.6. Previous / Relevant Council Resolutions

URGENT COUNCIL MEETING: 2025-03-04: ITEM 5.1
NOTED

(a) the clarification of the Feasibility Study Report (**Stellenbosch Municipal Independent Power Producer Procurement Pioneering Project – T008/23)** approved in August 2024;

(b) the project is in the Bid Specification phase of the procurement process of the 50MW Solar PV and 15 MWh BESS Project;

(c) that Council be reminded that the chosen option and size of battery energy storage, as per the approved Feasibility Study by Council in August 2024, will unfortunately not contribute to the Municipality reducing Eskom loadshedding levels, but is projected to significantly contribute towards electricity costs savings to the Municipality and ratepayers; and

(d) that should no responsive bidders be found, it will result in the tender cancellation, whereafter Council will be informed.

23RD COUNCIL MEETING: 2024-06-14: ITEM 10.6.1

NOTED

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

"40TH COUNCIL MEETING: 2021-01-27: ITEM 11.5.1

RESOLVED (nem con)

(a) that Council approves the investigation into alternate methods of electricity generation and purchases.

(b) that Council approves the joint investigation to be done by University of Stellenbosch, Council for Scientific and Industrial Research (CSIR), and the Western Cape Government.

(c) that Council accepts the initiating of the following processes as may be required:

i. Municipal Systems Act, Section 78(1) processes

ii. Municipal Finance Management Act, Section 33 investigation processes

iii. Electricity Regulation Act, Section 13; and

(d) that Council considers the funding of such investigations and implementation of completed investigations within the determination of the 2021/22 budget process.

16TH COUNCIL MEETING: 2023-08-23: ITEM 11.6.3

NOTED

The progress of the Alternate Energy Generation initiatives and studies.

20TH COUNCIL MEETING: 2024-02-21: ITEM 11.6.1

NOTED

The Alternative Energy Generation strategies identified by the AEG Committee and the progress with the Alternative Energy Generation projects initiated.

6.7 Risks / Challenges: Implications and Mitigation:

- The approval of the municipality's load curtailment application by Eskom's Load Shedding Committee is a risk but the program is now focusing on affordability of future energy costs for the Municipality, as well as security of supply.
- The existing ICT network infrastructure is being upgraded in tandem with the SCADA project.

6.8 Comments from Senior Management:

6.8.1 Director: Corporate Services

The ICT department is part of the planning regarding the SCADA monitoring project. Additional staff must be appointed once the project of SCADA installation is completed to monitor the equipment. The organogram will have to be amended for this process.

6.8.2 Municipal Manager

Requested item on agenda.

FOR FURTHER DETAILS CONTACT:

NAME	***Nombulelo Zwane / Rendani Makungo***
POSITION	***Senior Manager: Electrical Services***
DIRECTORATE	***Infrastructure Services***
CONTACT NUMBERS	***021 808 8770/ 021 808 8333***
E-MAIL ADDRESS	nombulelo.zwane@stellenbosch.gov.za / rendani.makugo@stellenbosch.gov.za
REPORT DATE	***3 April 2025***

7.6.2	PROPOSED IMPLEMENTATION OF A ONE-WAY SYSTEM ALONG PIET RETIEF AND KOCH STREETS

Collaborator No: **783510**
IDP KPA Ref No: **Good Governance and Compliance**
Meeting Date: **16 April 2025**

1. SUBJECT: PROPOSED IMPLEMENTATION OF A ONE-WAY SYSTEM ALONG PIET RETIEF AND KOCH STREETS

2. PURPOSE

That Council takes note of this report and approves the proposals contained herein.

3. DELEGATED AUTHORITY

Municipal Council.

4. EXECUTIVE SUMMARY

The Municipality had previously received a request from the community to consider the implementation of a one-way system along Piet Retief and Koch Streets. This request was tabled before Council and it was resolved then that a traffic analysis be carried out, followed by a public participation process. It was also resolved that on conclusion of the public participation process, the results of such be brought back to Council for further consideration.

A consulting engineer specialising in transportation and traffic engineering was appointed to undertake the traffic impact analysis. The purpose of the analysis was to determine whether the one-way system would be appropriate for the context of the roads and surrounding land uses, and to determine whether the one-way system will in fact improve traffic flow. **See ANNEXURE A.**

Findings of the analysis indicated that should the proposed one-way system be implemented, there will not be a significant alleviation to traffic congestion, and existing bottlenecks such as those at the Piet Retief Street / Suidwal Road Intersection will remain. In addition, the increase in traffic volumes (and speeds) along Koch Street will increase traffic conflicts with existing residential accesses, scholars, and vehicles that drop off and pick up learners.

Recommendations of the analysis are to maintain the current system and to focus on interventions that reduce private vehicle usage within the town such as:

- Introducing Park and Ride Systems
- Promoting Non-Motorized Transport and Public Transport

Other recommendations listed are the implementation of longer-term plans, specifically addressing the traffic bottleneck between Van Rheede Road, Suidwal Road and the central town area.

5. RECOMMENDATIONS

(a) that Council notes that a traffic impact analysis has been carried out, and that the analysis recommends that the current system be maintained. See **ANNEXURE A**.

(b) that Council notes the findings and recommendations of the traffic impact analysis namely reducing private car usage and addressing the traffic bottleneck between Van Rheede Road, Suidwal Road and the central town area.

(c) that Council notes that a public participation process will therefore not be required since the current traffic system will be maintained for now.

(d) that the Infrastructure Services Directorate prioritises the findings and recommendations and incorporates these findings into the Roads Master Planning process.

6. DISCUSSION / CONTENTS

6.1 Background

Developments and population growth have resulted in increases in vehicular traffic which in turn leads to congestion on the road network. The Municipality has in the past and continues to implement measures that would mitigate congestion, which would include upgrades and improvements to the road network.

The Municipality had previously received a request from members of the community to consider the implementation of a one-way system along Piet Retief and Koch Streets. This request was tabled before Council and it was resolved that traffic analysis be carried out - followed by a public participation process. It was also resolved that on conclusion of the public participation process, the results of the public participation be brought back to Council for further consideration.

A consulting engineer specialising in transportation and traffic engineering was appointed to undertake a traffic impact analysis. The purpose of the analysis was to determine whether the one-way system would be appropriate in terms for the context of the roads and surrounding land uses, and to determine whether the one-way system will improve traffic flow. **See ANNEXURE A.**

6.2 Discussion

The analysis comprises traffic survey conducted at the four main intersecting points along Piet Retief Street and Koch Street. Probe data assessments which track the movements of motor vehicles were also carried out. The traffic counts give an indication of traffic volumes while the probes assessments assess the travel patterns and the speed profiles of vehicles fitted with tracking devices.

Assessments of the existing traffic indicates that vehicles are operating between 40 and 50 km/h for Piet Retief Street and 20 – 30 km/h on Koch St, these speeds are in line with the expected operations and functions for roads. Findings of the analysis are summarised as follows:

- There will not be significant alleviation to traffic congestion.

- Strong traffic desire lines exist between Piet Retief and R44, with accompanying high traffic volumes along this route, implementing a one-way system would not be correct approach in terms for the context of the roads and surrounding land uses.
- Existing bottlenecks such as Piet Retief and Suidwal Road Intersection will remain.
- Increasing the traffic volume (and speed) along Koch Street will increase conflicts with existing residential assess, scholars and with vehicles that drop off and pick up learners, compromising traffic safety.

Recommendations of the analysis are to maintain the current system and focus on interventions that reduce private vehicle usage within the town such as:

- Introducing Park and Ride Systems
- Promoting Non-Motorized Transport and Public Transport

Other recommendations listed are the implementation of longer-term plans, specifically addressing the traffic bottleneck between Van Rheede Road, Suidwal Road and the central town area.

6.3 Financial Implications

None. Existing operational capital budgets were used to carry out the analysis.

6.4 Legal Implications

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

6.5 Staff Implications

This report has no staff implications to the Municipality.

6.6 Previous / Relevant Council Resolutions:

16th Council Meeting: 2023-08-23: Item 11.6.1

RESOLVED

(a) that Council takes note of the report and approves the proposals for public participation contained herein.

(b) that a public participation process be undertaken once the traffic analysis has been finalized.

(c) that on completion of the public participation process, the matter be brought back to Council for further consideration.

6.7 Risk Implications

This report has no risk implications for the Municipality.

6.8 Comments from Senior Management:

6.8.1 Director: Infrastructure Services

Agree with the recommendations.

6.8.2 *Director: Planning and Economic Development :*

No comments received.

6.8.3 Director: Community and Protection Services:

No comments received.

6.8.4 Chief Financial Officer

No comments received.

6.8.5 *Municipal Manager:*

Annexure A: Traffic Impact Study

FOR FURTHER DETAILS CONTACT:

NAME	**Johan Fullard**
POSITION	***Senior Manager: Roads, Transport and Stormwater***
DIRECTORATE	***Infrastructure Services***
CONTACT NUMBERS	***021 808 8207***
E-MAIL ADDRESS	*Johan.Fullard@stellenbosch.gov.za*
REPORT DATE	***04 April 2025***

ANNEXURE A



CONTRACT NO: BSM 50/23-TT.3

PIET RETIEF/KOCH STREET ONE-WAY COUPLET

TRAFFIC IMPACT STUDY

STELLENBOSCH MUNICIPALITY

ELECTRONIC SUBMISSION

R00001176/TP-2/WP-1/00

28/06/2024

"It always seems impossible, until it is done."

Nelson Mandela

MPAMOT (Pty) Ltd
Subsidiary: MPAMOT Africa (Pty) Ltd

Head office: Gauteng Region
Watershed House
147 Bram Fischer Drive
Ferndale
Randburg
South Africa
✆+2711 052 1000

KwaZulu Natal Region:
Liberty Building
21 Aurora Drive
Umhlanga
Durban
South Africa
✆+27 31 8241000

Western Cape Region:
The Towers Building
Cnr Heerengracht and Hertzog Boulevard
Cape Town
South Africa
✆+27 21 820 5900

Report QMS

Revision	Date	Originator	Reviewer	Sign off	Description
Rev 00 – Draft 1	20 June 2024	Zenzile Mhlangu	Nick Platte	Christoff Krogscheepers	For Internal Review
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CONTENTS

1 INTRODUCTION 1
1.1 Background 1
1.2 Road Classification & Environmental Capacity of Roads 1
2 DATA COLLECTION 2
2.1 Existing Traffic Volumes 3
2.2 Probe Data Assessments 7
3 IMPACT ASSESSMENT OF ONE-WAY SYSTEM 9
3.1 Traffic Volumes and Intersection Operations 9
3.2 Queue Lengths 10
4 FINDINGS AND RECOMMENDATIONS 11
4.1 Findings: 11
4.2 Recommendations: 11
REFERENCES 13

FIGURES

Figure 1: Locality Map 1
Figure 2: Functional Road Classification 2
Figure 3: Route Alignment - Van Reede Road to Piet Retief Street 3
Figure 4: Existing Weekday AM Peak Hour Traffic Counts 4
Figure 5: Existing Weekday Midday Peak Hour Traffic Counts 5
Figure 6: Existing Weekday PM Peak Hour Traffic Counts 6
Figure 7: North and South Travel Patterns 7
Figure 8: Piet Retief Street and Koch Road Speed Profiles 8
Figure 9: Weekday Peak Hour Traffic Volumes - Rerouted 9
Figure 10: Comparison between existing and rerouted traffic queue lengths (95th %) 10

TABLES

Table 1 Piet Retief St and Koch Road Origin Destination Patterns 7
Table 2 Existing/ rerouted traffic analysis at Piet Retief Street and Suidwal Road roundabout 10

ANNEXURES

ANNEXURE A: TRAFFIC COUNT SHEETS

ANNEXURE B: SIDRA REPORTS

1 INTRODUCTION

1.1 BACKGROUND

Stellenbosch Municipality commissioned the study to evaluate the conversion of the existing two-way Piet Retief and Koch Streets to a one-way couplet. The study originates from concerns that the area will experience population growth and an increase in new developments, resulting in the increase of traffic volumes and exacerbation of traffic congestion. Figure 1 provides a locality map.

The purpose of this study is to determine if implementing the one-way system will be suitable to improve the traffic flow conditions and is appropriate for the context of the roads and surrounding land uses.

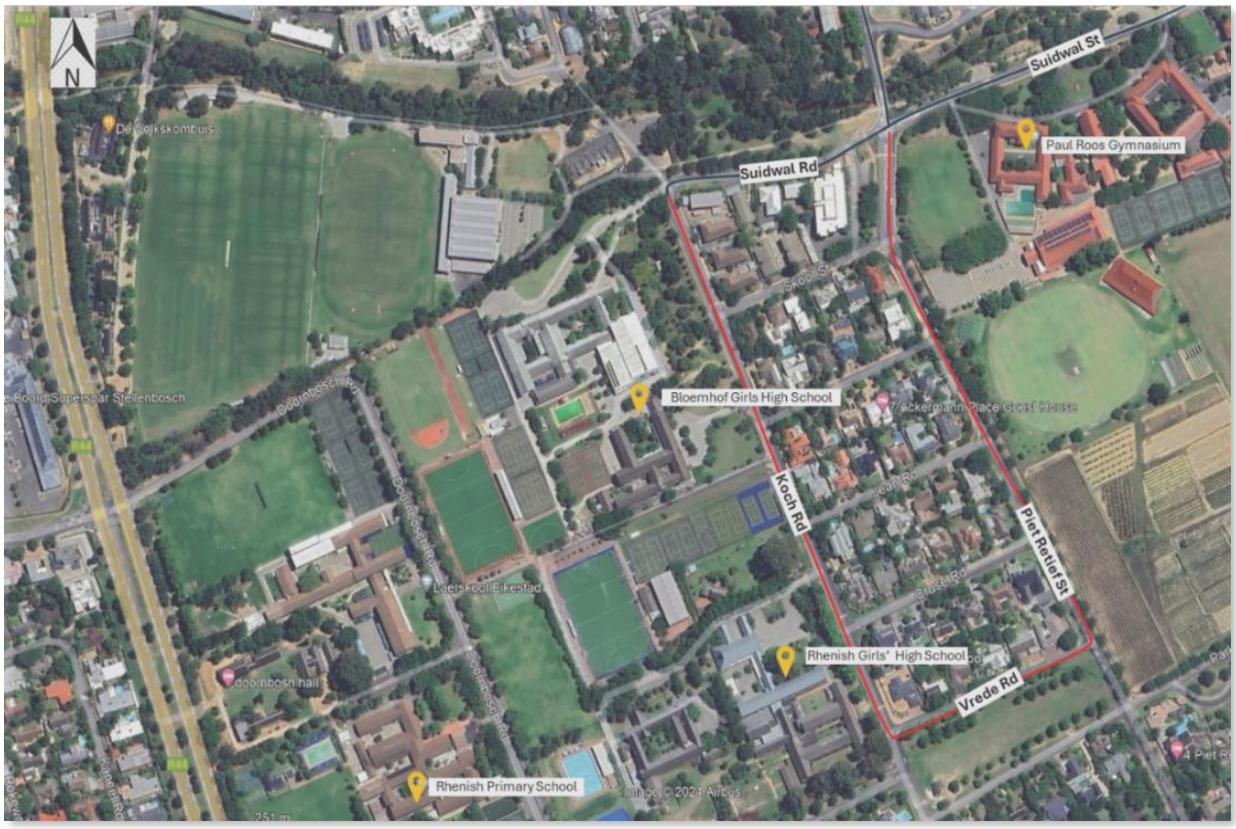


Figure 1: Locality Map

1.2 ROAD CLASSIFICATION & ENVIRONMENTAL CAPACITY OF ROADS

In accordance with the road network hierarchy classification in the Stellenbosch Municipality Road Masterplan (2019), Koch Road and Suidwal Road are classified as a Class 5 Local Street, and Piet Retief St and Verde Road are classified as a Class 4 Collector Street. Refer to Figure 2 for an extract from the Master Plan document illustrating the road classifications.

Suidwal Road is already restricted to one-way flow in the eastbound direction approaching the Piet Retief Street mini roundabout. The rest of the main roads within the study area have a single lane per direction.

Piet Retief Street currently provides one of the main links from Van Rheede Road and the Brandwacht/Dalsig neighbourhoods to and from Stellenbosch CBD, the University and the three main high school in the immediate area.

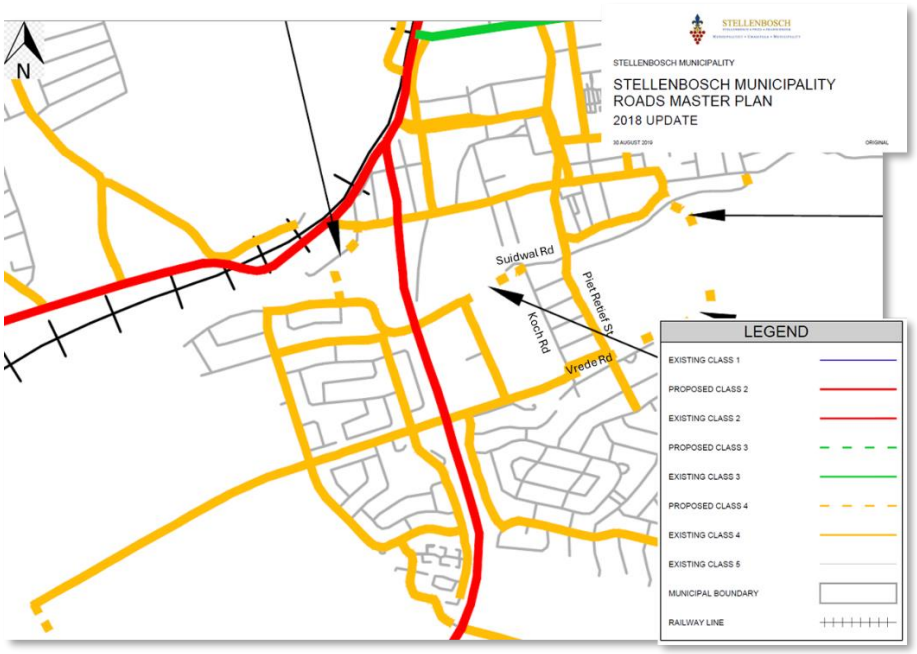


Figure 2: Functional Road Classification

The above extract also illustrated the extension of Vrede Street or Park Road to link to either Pastorie Street or Neethling Street to provide an alternative link into the CBD. Also referred to as the Eastern Bypass. This link will have to traverse the 'proef plaas' and/or the sports area of the university and will require another vehicle bride over the Eerste River with major implications for this area. Once and if this link is in place, the need for the one-way couplet will be significantly less. Also shown above, is the extension of Suidwal Road to link through to the R44 via Doornbosch Road.

Exhibit 1 provides the environmental capacity of residential Class 4 and 5 roads in accordance with TMH 16 (COTO, 2014). The guidelines provide a maximum allowable standard in order to restrict or limit traffic intrusion in residential areas. The environmental capacity for Vrede Road and Piet Retief Street is limited to 500 - 1 000 vehicles per hour and Koch Road and Suidwal Road are limited to 200 - 500 vehicles per hour in accordance with the TMH 16 guidelines.

Table 41 Environmental capacity of roads

Road class	Preferred (veh/hr)	Maximum (veh/hr)
Urban Class 4b	500	1 000
Urban Class 5b	200	500

Exhibit 1: TMH 16 Guidelines - Environmetal Capacity of Lower Order Roads

1.3 Route Alignment

A key issue in the area is the link between the R44 (Strand Road) and the CBD via Van Reede Road, Koch Street, Vrede Street and Piet Retief Street. Due to historical reasons the link is not direct and has a significant dogleg between Van Reede and Piet Retief Street. See the next figure. This may have partly initiated the request for the one-way couplet, since traffic is already traveling for a short distance along Koch Street.

Not only is this an existing challenge and undesirable situation, but with the planned Eastern Bypass it would be desirable to straighten the dog leg. Since, this is currently part of the long term planning it is advisable to start with that now already and initiate projects to remove the dog leg. This will be a sensitive project and will require extensive community involvement.



Figure 3: Route Alignment - Van Reede Road to Piet Retief Street

2 DATA COLLECTION

2.1 EXISTING TRAFFIC VOLUMES

The traffic surveys were conducted at the four main intersections in the area during the commuter and school peak periods on Friday, 26 April 2024. The peak hour summary results for the study intersections are summarised in Figure 4, Figure 5 and Figure 6. Based on the survey results, there is a strong desire line between Piet Retief Street, Vrede Road and Van Rheede roads during the peak hours with bidirectional link volumes between 1 000 and 1 500 vehicles per hour.

The lower order Koch Road provides access to Rhenish Girls and Bloemhof High Schools as well as direct access to properties. A link volume of 400 vehicles per hour was observed in the northbound direction along Koch Road during the morning peak.

It is also evident that the Piet Retief Street and Suidwal Road mini roundabout serves at the main intersection and is the bottleneck in the network. The conflicting volumes at the other intersections are considered low. However, the Vrede Road connection which creates a “dog leg” between Koch Road and Piet Retief Street is not ideal as discussed in section 1.3 of this report.

Annexure A contains the traffic count sheets.

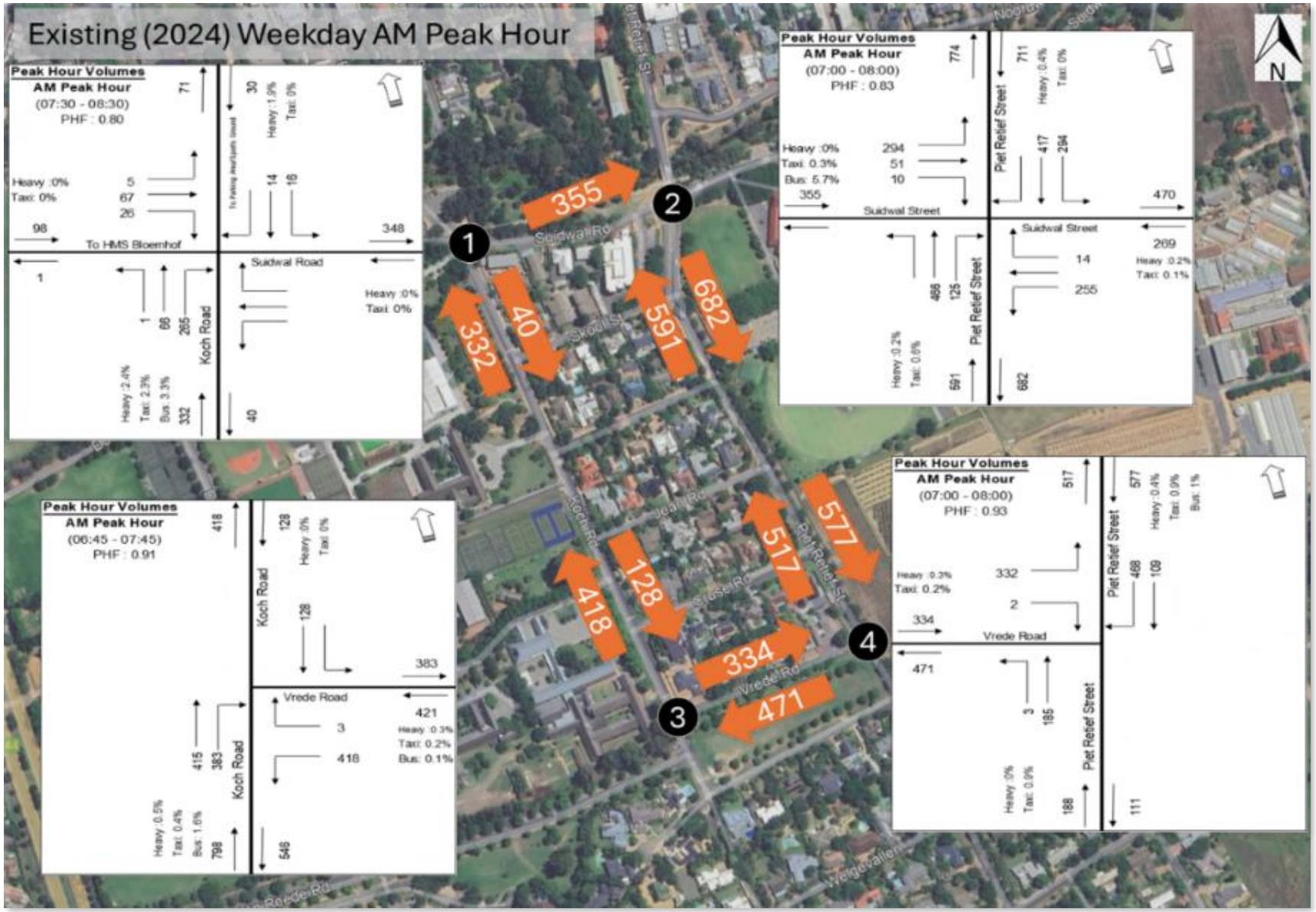


Figure 4: Existing Weekday AM Peak Hour Traffic Counts

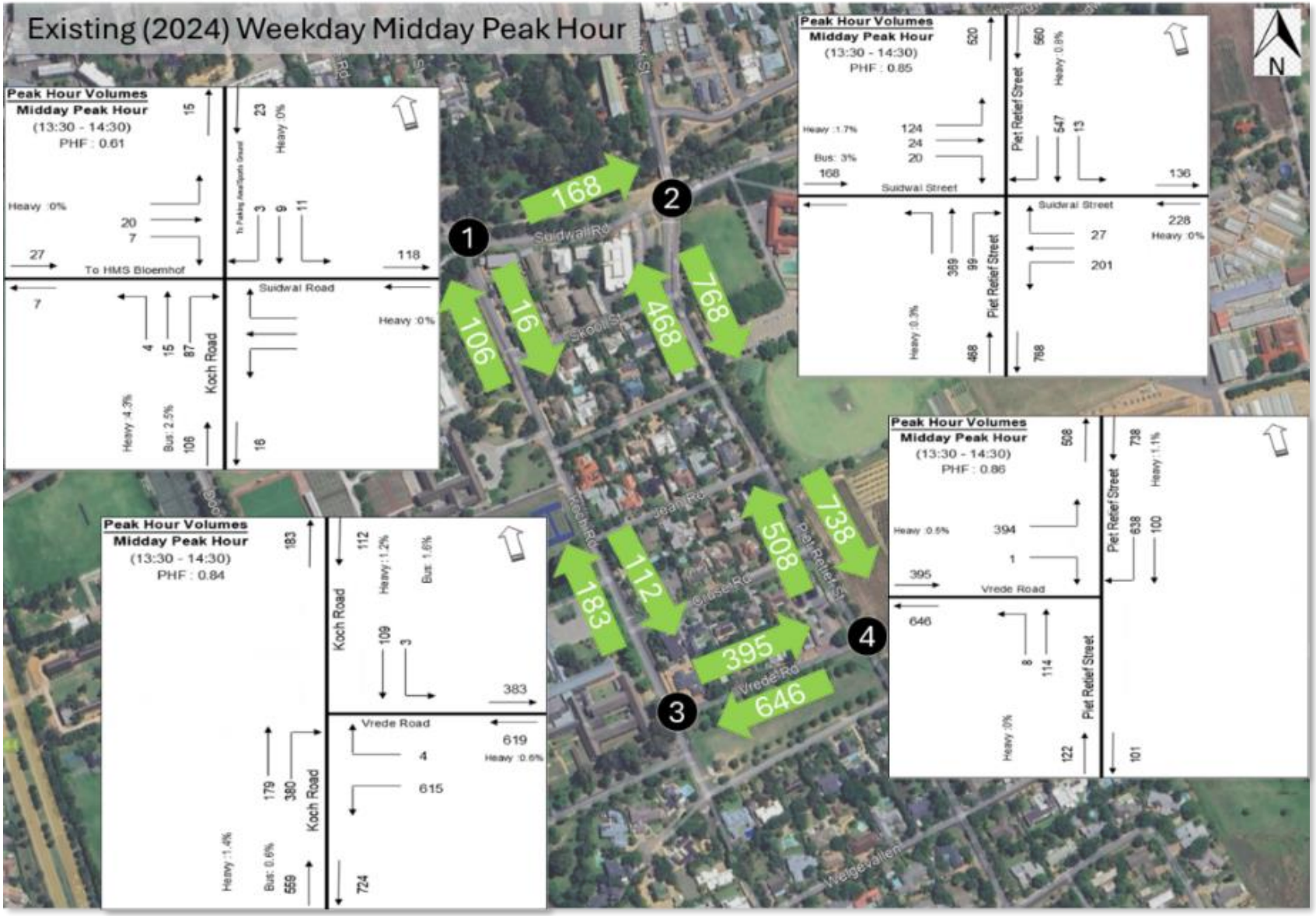


Figure 5: Existing Weekday Midday Peak Hour Traffic Counts

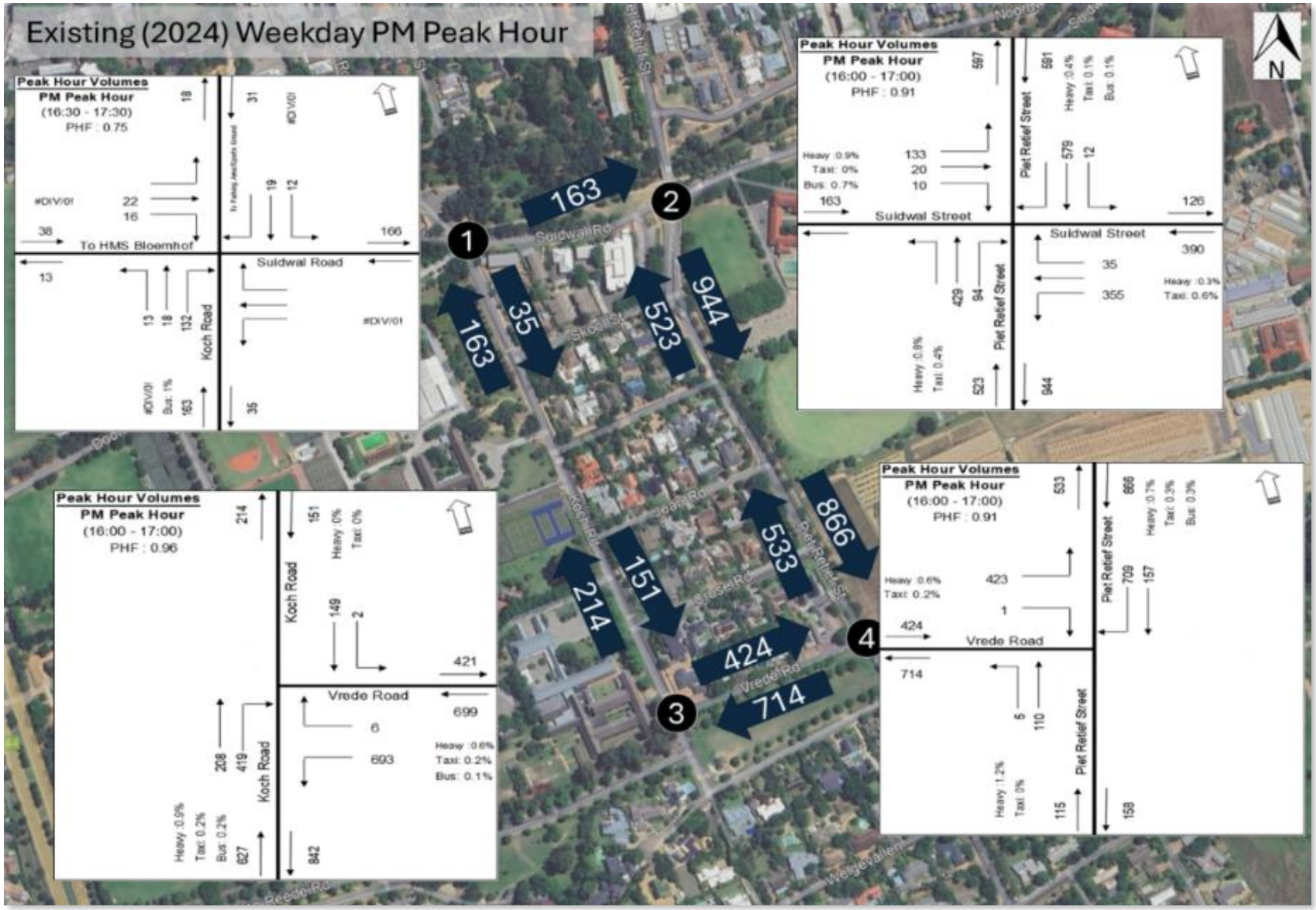


Figure 6: Existing Weekday PM Peak Hour Traffic Counts

2.2 PROBE DATA ASSESSMENTS

Anonymised vehicle probe data associated with vehicles with tracking devices were assessed to provide additional understanding of the vehicle travel patterns and speed profiles.

Table 1 provides a summary of the available data which determined the main origin-destination patterns for the northbound and southbound directions along Piet Retief Street and Koch Road during the periods of the day as indicated. Figure 7 provides an illustration of the patterns. As observed from the traffic counts, there is a high desire line to/from Van Rheede Road which connects with the R44. The data indicates the proportion split at the Suidwal Road mini roundabout with two thirds travelling to/from the north and the rest to/from Coetzenburg.

Table 1 Piet Retief St and Koch Road Origin Destination Patterns

Link	Period	Direction	OD	Piet Retief N	Suidwal	Total	OD	Van Reede	Piet Retief S	Total
Piet Retief	5am - 7pm	NB	D	64%	36%	100%	O	88%	12%	100%
Piet Retief	6am - 9am	NB	D	63%	37%	100%	O	85%	15%	100%
Piet Retief	4pm - 6pm	NB	D	57%	43%	100%	O	89%	11%	100%
Piet Retief	1pm - 3pm	NB	D	62%	38%	100%	O	88%	12%	100%
Piet Retief	5am - 7pm	SB	O	50%	50%	100%	D	85%	15%	100%
Piet Retief	6am - 9am	SB	O	52%	48%	100%	D	84%	16%	100%
Piet Retief	4pm - 6pm	SB	O	37%	63%	100%	D	86%	14%	100%
Piet Retief	1pm - 3pm	SB	O	50%	50%	100%	D	84%	16%	100%
Koch	5am - 7pm	NB	D	67%	33%	100%	O	99%	1%	100%
Koch	6am - 9am	NB	D	69%	31%	100%	O	99%	1%	100%
Koch	4pm - 6pm	NB	D	64%	36%	100%	O	99%	1%	100%
Koch	1pm - 3pm	NB	D	69%	31%	100%	O	99%	1%	100%
Koch	5am - 7pm	SB	O	66%	34%	100%	D	99%	1%	100%
Koch	6am - 9am	SB	O	78%	22%	100%	D	100%	0%	100%
Koch	4pm - 6pm	SB	O	52%	48%	100%	D	98%	2%	100%
Koch	1pm - 3pm	SB	O	74%	26%	100%	D	96%	4%	100%

NB – Northbound; SB – Southbound; OD – Origin-Destination

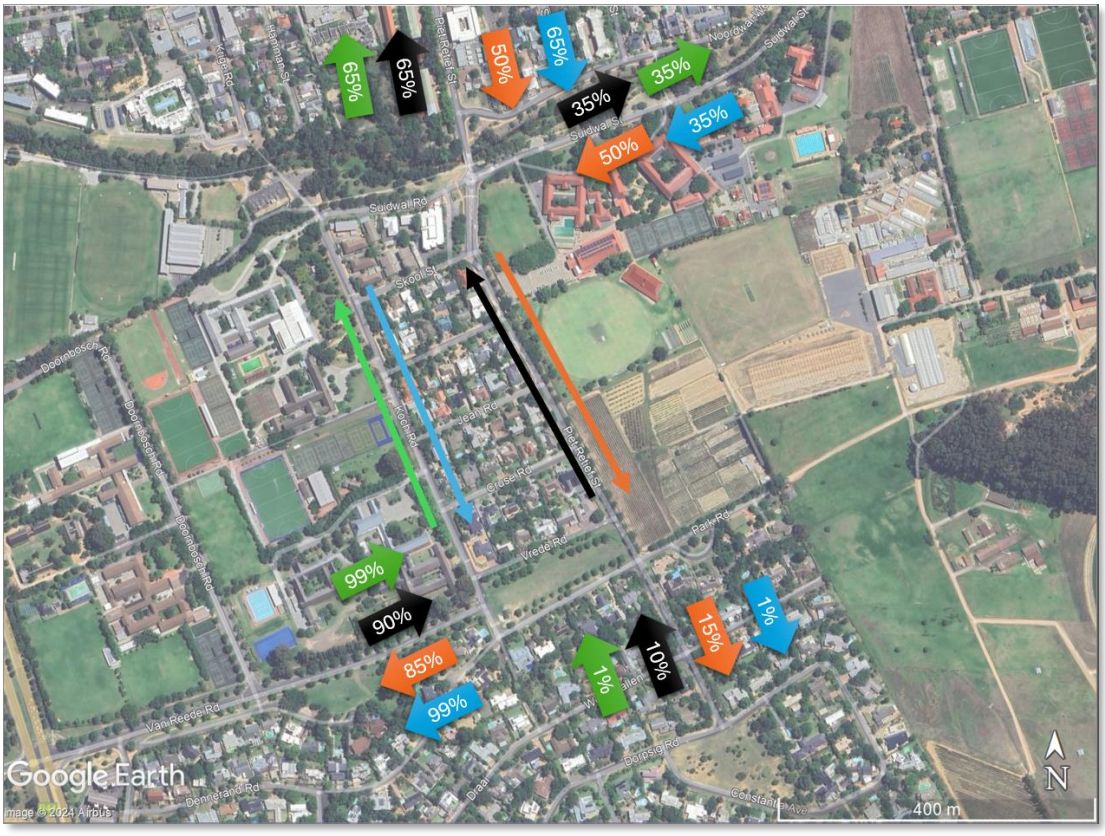


Figure 7: North and South Travel Patterns

Average and 85th percentile speeds per direction from the vehicle probe data along segments of Piet Retief Street and Koch Road are indicated in the summaries provided in Figure 8. Vehicle operating speeds are evident to be 40 to 50km/h for Piet Retief Street and 20 to 30km/h for Koch Street. These speeds are in line with expected operations of the road based on their current functions.

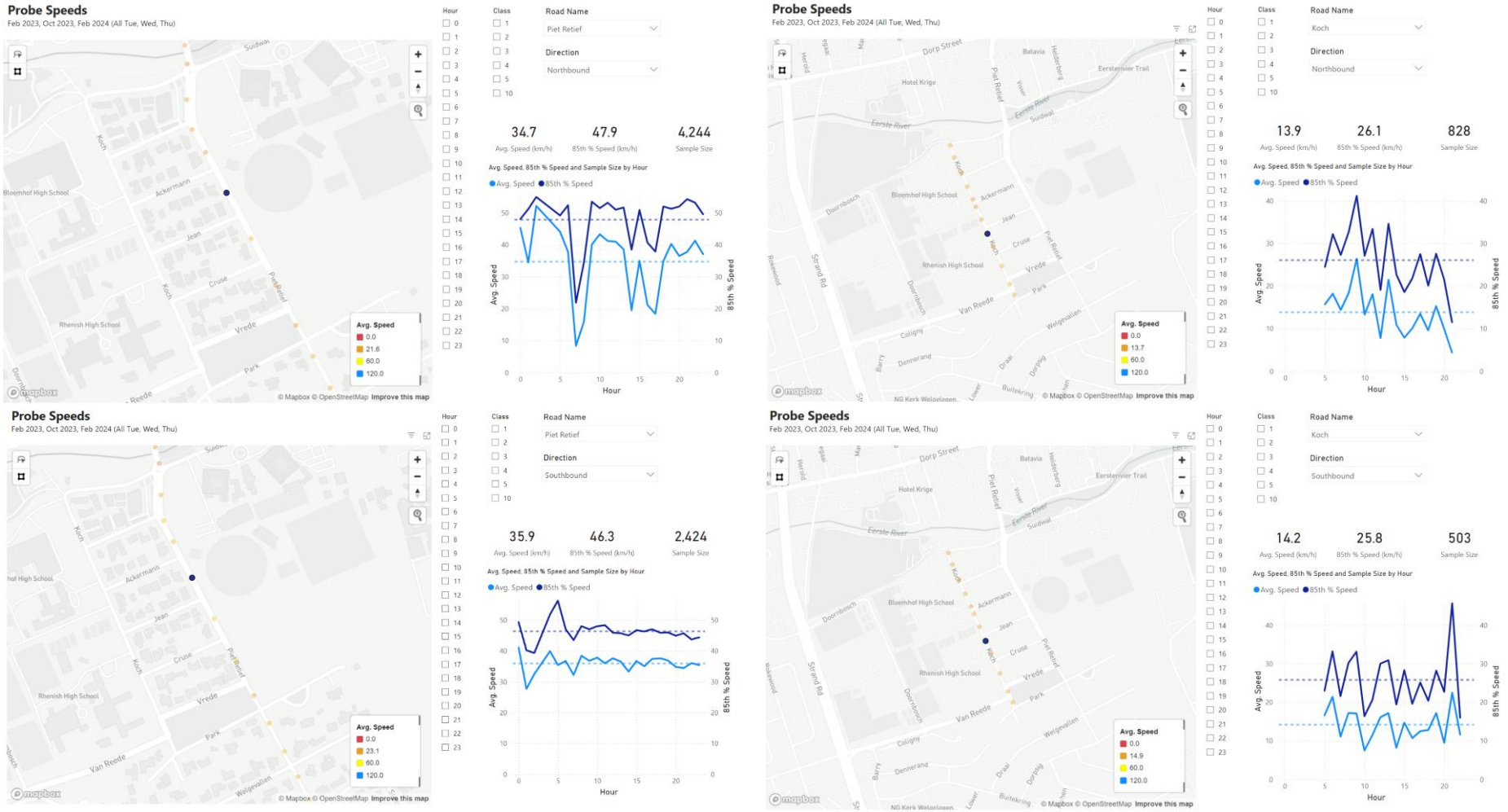


Figure 8: Piet Retief Street and Koch Road Speed Profiles

3 IMPACT ASSESSMENT OF ONE-WAY SYSTEM

3.1 TRAFFIC VOLUMES AND INTERSECTION OPERATIONS

Figure 5 illustrates an approximate of the road link volumes for the rerouting of traffic to a one-way system through Piet Retief Street, Vrede Road (or alternatively Park Road to the south) and Koch Road during the AM, Midday and PM peak hours. The rerouted traffic will increase the peak hour traffic volumes along Koch Road by more than 100% of existing traffic.

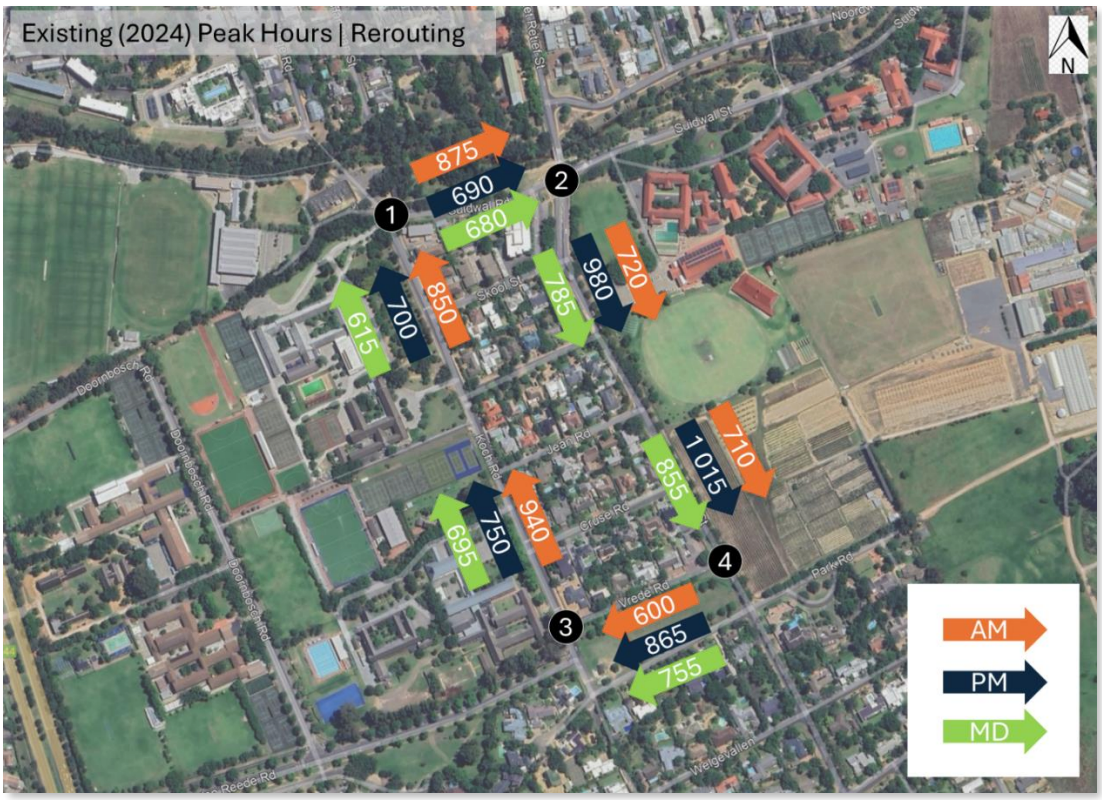


Figure 9: Weekday Peak Hour Traffic Volumes - Rerouted

The resultant increase in the traffic volumes during the peak hours are expected to exceed the maximum threshold of environmental capacity that is indicated in *TMH16* (refer to Exhibit 1) for an urban Class 5 road. i.e., 500 vehicles per hour. The one-way conversion would result in a significant increase in the conflicts at the accesses along Koch Road and increase conflicts with the schoolers as well as the parked vehicle of parents that drop-off and pick up learners at Rhenish Girls' High School and Bloemhof Girls' High School.

Diverting the traffic entering the Piet Retief Street/Suidwal Road mini roundabout from the south to the west does not change any of the conflicting movements at the intersection that would result in any significant change in the operations for the north and east legs. Therefore, the intersection is still expected to remain as the primary bottleneck within the system. To illustrate this, the intersection was analysed based on internationally accepted Sidra roundabout methods to determine the volume per capacity ratio (v/c), the average approach delay (seconds/vehicle) and the level of service (LOS) for each roadway approach under the existing the one-way rerouting scenarios. Refer to Table 2 for a summary of the results. Annexure B contains the Sidra worksheets.

It is noted that the results may not be a true reflection of the actual operations of the existing mini roundabout. This is due to some motorists yielding to the right (oncoming traffic) and others entering on a first come first serve basis. The primary objective of the assessment is to compare the existing (do nothing) operations with the scenario of restricting the south leg and diverting all existing south leg traffic to the west leg.

Table 2 Existing/ rerouted traffic analysis at Piet Retief Street and Suidwal Road roundabout

Period (Weekday Peak Hour)	Existing			Rerouting (One-Way Couplet)		
	V/C	Approach delay (sec/veh)	LOS	V/C	Approach delay (sec/veh)	LOS
South: Piet Retief Street						
AM	0.46	5.5	A	N/A		
Midday	0.38	5.6	A			
PM	0.41	5.5	A			
East: Suidwal Road						
AM	0.46	10.1	B	0.46	10.1	B
Midday	0.43	12	B	0.43	12	B
PM	0.67	17.2	B	0.67	17.2	B
North: Piet Retief Street						
AM	0.79	10.7	B	0.79	10.7	B
Midday	0.58	6.5	A	0.58	6.5	A
PM	0.54	6.1	A	0.55	6.1	B
West: Suidwal Road						
AM	0.56	12.2		0.72	5.1	A
Midday	0.24	8.3	A	0.51	5.2	A
PM	0.22	8.3	A	0.52	5.2	A

Based on the summary provided in Table 2, the v/c and delay basically remain unchanged for the north and east approaches. Although the average approach delay improves on the west leg, all the diverted south traffic results in a 50% to 100% increase in the v/c and is expected to start to operate close to capacity (v/c > 0.80) during the morning peak.

3.2 QUEUE LENGTHS

The 95th percentile queue lengths based on the operational assessment are illustrated in Figure 10 – the lines show indicative lengths based on the intersection capacity analysis results. It is evident that there is a negligible difference in queue lengths for east and north approaches. However, the queue length on the western approach (Suidwal Road) will increase significantly.

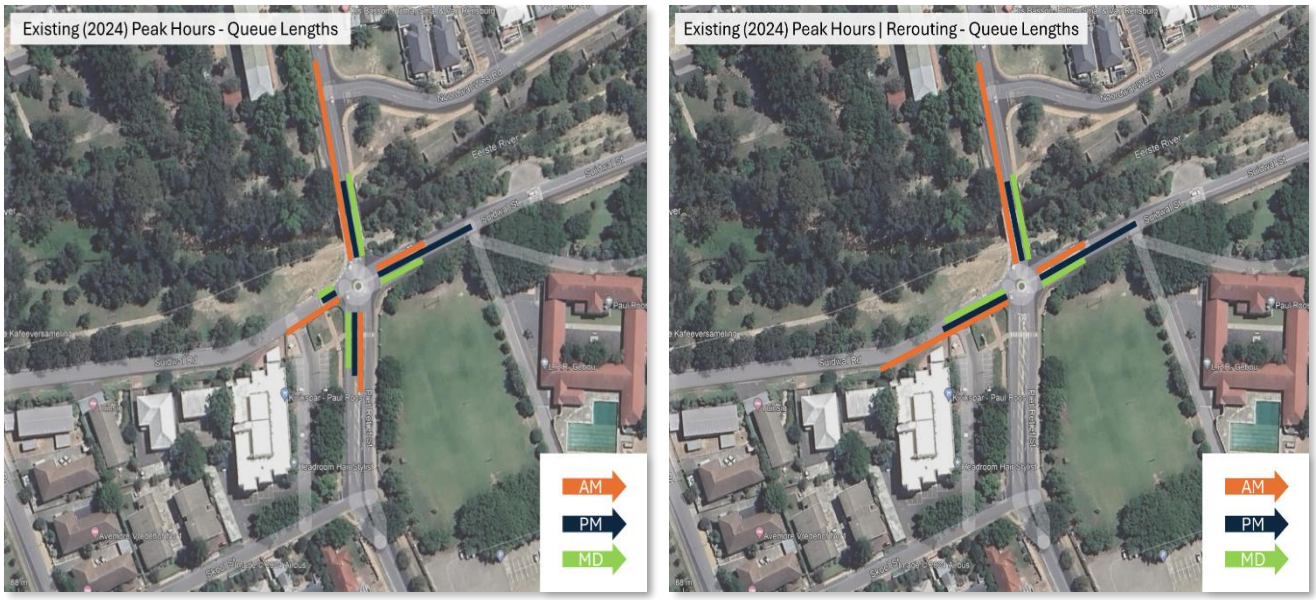


Figure 10: Comparison between existing and rerouted traffic queue lengths (95th %)

4 FINDINGS AND RECOMMENDATIONS

The findings and recommendations based on the assessment discussed above are outlined below.

4.1 FINDINGS:

- The Piet Retief and Vrede Road connection accommodates high traffic volumes to meet the strong desire line linking Van Reede (and the R44) and Stellenbosch central. This is confirmed via the observed turning movement traffic counts as well as a supplemental probe data origin destination assessment.
- The bottleneck in the system is the Piet Retief Street/Suidwal Road mini roundabout. Converting Piet Retief and Koch to a one-way couplet will not have any significant impact of the operations of this intersection. The vehicle queues from the south will merely shift to the west. This was confirmed with the intersection capacity analysis during the weekday peak hours.
- Rerouting the traffic to a one-way system will significantly increase the traffic volume along Koch Road. The road functions as a pick-up and drop off area for the two high schools located along the road. There are also multiple direct accesses to private properties. The increased traffic volumes will increase the conflicts for users of the adjacent uses. The environmental capacity of the road given its function will also be well exceeded.
- The conversion of Piet Retief and Koch Roads to a one-way system will not result in any significant improvements to the traffic congestion in the area. In fact, the conversion will likely have a disbenefit to the community, specifically along Koch Road. The diverting of traffic will increase vehicle and pedestrian conflicts next to the two high schools. Without major improvements to the existing cross sections the one-way system is expected to result in increased vehicle speeds and compromise the traffic safety in the area.
- The strong desire line along Van Reede Road and Piet Retief Street linking the R44 with the CBD will remain. However, implementing a one-way couplet is not the correct solution. Firstly, it will have undesirable safety and operational impacts along Koch Street which as a key access route to the schools do not require increased through traffic and possibly higher speeds. Secondly it is not in line with the current long-term road planning for an Eastern Bypass by extending Van Reede Road either via Park Street or Vrede Street to the north.

4.2 RECOMMENDATIONS:

- Maintain the current system by not converting the two-directional system to a one-directional system (i.e. do nothing).
- The Municipality should consider focusing on measures to alleviate private vehicle use within the town and/or improved accessibility for motorists. Measures include:
    - Travel demand management
    - Improved pedestrian and cycle infrastructure to promote use of these modes.
    - Park and ride facilities
- Initiated projects to implement the current long-term plans:
    - Assess the feasibility of the Suidwal Road link to Doornbosch Road. Although this future link is identified in the Road Master Plan it may be very challenging to implement due to the current land uses it will have to traverse. It would be advisable to confirm the feasibility of the link and remove it from the long-term plan, if it is impractical to ever implement.
    - Continue the planning for the Eastern Bypass in a phased approach. The implementation is anticipated to take many years with all the priorities of the town.
    - A first phase of the implementation of the Eastern Bypass would be to resolve and implement the realignment of Van Rheede to Park Road The conceptual

considerations for this realignment should proceed and will involve community participation. This will improve the current “dog leg” operations for the connections between Koch and Piet Retief which is not ideal.

- Initiate a project to consider possible capacity improvements of the current roundabout at the intersection of Piet Retief Street and Suidwal Road.

REFERENCES

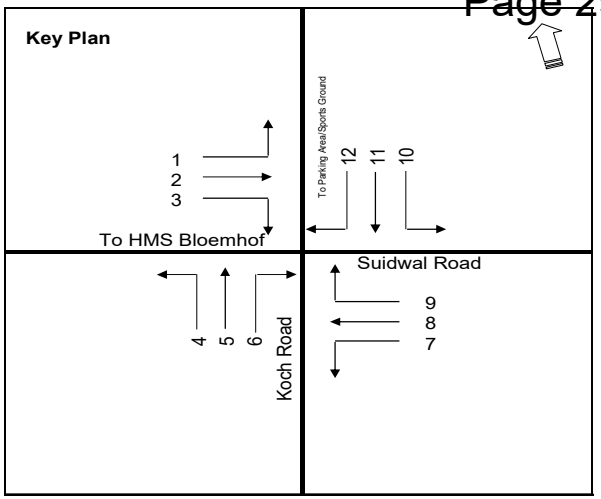
1. Stellenbosch Municipality, Stellenbosch Municipality Roads Master Plan 2018 Update, 30 August 2019
2. COTO, TMH16 Volume 2 South African Traffic Impact and Site Traffic Assessment Standards and Requirements Manual, February 2014

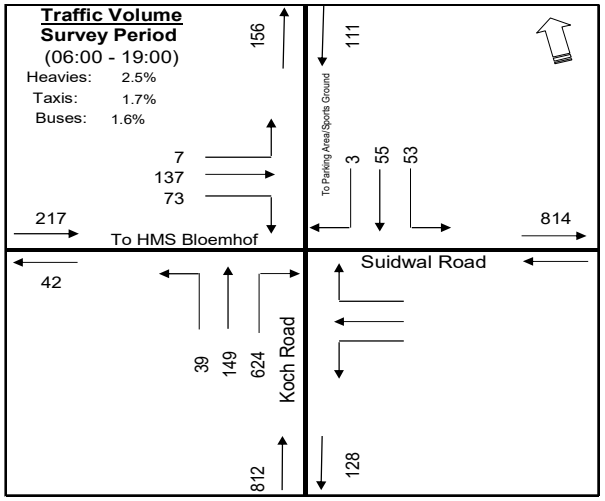
ANNEXURE A. TRAFFIC COUNT SHEETS

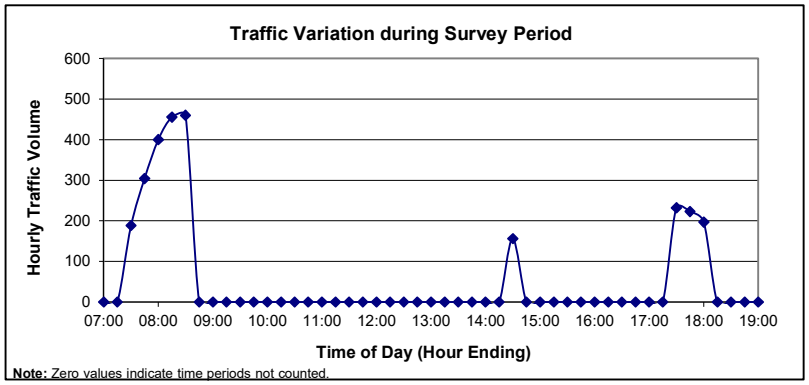
TRAFFIC COUNT

INTERSECTION: **To HMS Bloemhof/Suidwal Road /To Par** **Intersection ID:** **4535**
PERIOD: **2 Hrs AM, 1.5 Hrs Midday, 2 Hrs PM**
DATE: **26-Apr-24** **Area: Stellenbosch**

Total Traffic															Hourly
TIME		Traffic Movements													
Start	End	1	2	3	4	5	6	7	8	9	10	11	12	Total	Totals
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06:15	06:30														
06:30	06:45				1	1	5							**7**	
06:45	07:00			1	2	23	7				7	7		**47**	
07:00	07:15		1	1		8	21				4	3		**38**	
07:15	07:30	2	17	9	13	13	39				3			**96**	**188**
07:30	07:45		26	16		19	49				6	7		**123**	**304**
07:45	08:00	1	33	8	1	24	65				4	7		**143**	**400**
08:00	08:15		8	2		11	68				4			**93**	**455**
08:15	08:30	4				12	83				2			**101**	**460**
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18:00	18:15														
18:15	18:30														
18:30	18:45														
18:45	19:00														
TOTAL		7	137	73	39	149	624				53	55	3	1140	
EST. 24 HR		**8**	**164**	**88**	**47**	**179**	**749**				**64**	**66**	**4**	**1368**	





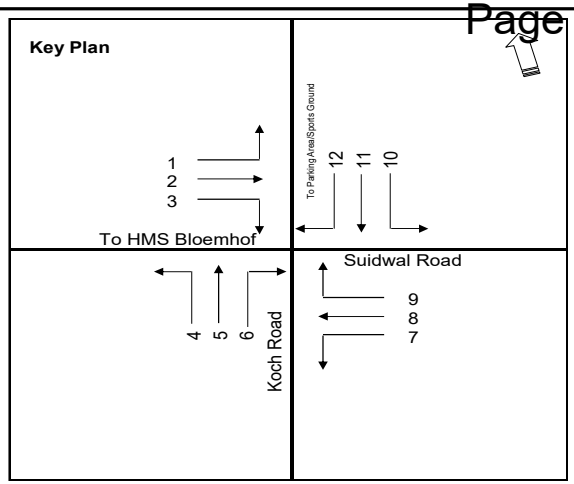


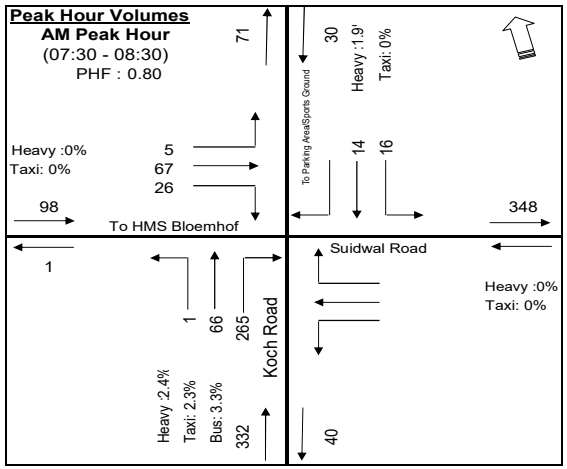
Note: Zero values indicate time periods not counted.

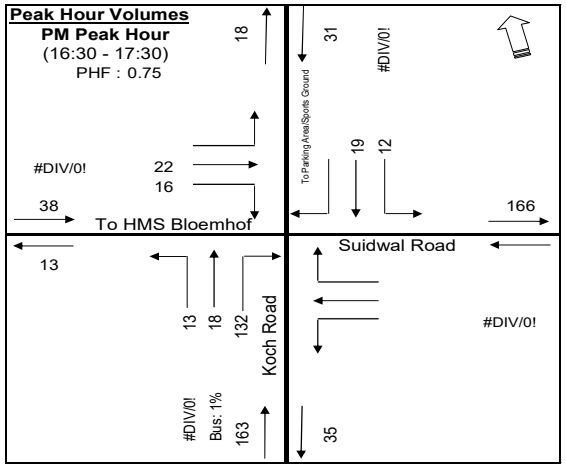
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07:45	08:00	1	33	8	1	24	65				4	7		**143**	**400**
08:00	08:15		8	2		11	68				4			**93**	**455**
08:15	08:30	4				12	83				2			**101**	**460**
08:30	08:45														**337**
08:45	09:00														**194**
09:00	09:15														**101**
09:15	09:30														
09:30	09:45														
09:45	10:00														
10:00	10:15														
10:15	10:30														
10:30	10:45														
10:45	11:00														
11:00	11:15														
11:15	11:30														
11:30	11:45														
11:45	12:00														
12:00	12:15														
12:15	12:30														
12:30	12:45														
12:45	13:00														
13:00	13:15														
13:15	13:30														
13:30	13:45		8	1	1	7	21				3	4		**45**	**45**
13:45	14:00		7	4	2	5	36				5	3	2	**64**	**109**
14:00	14:15		1				12							**13**	**122**
14:15	14:30		4	2	1	3	18				3	2	1	**34**	**156**
14:30	14:45														**111**
14:45	15:00														**47**
15:00	15:15														**34**
15:15	15:30														
15:30	15:45														
15:45	16:00														
16:00	16:15														
16:15	16:30														
16:30	16:45		5	4	4	5	36				4	4		**62**	**62**
16:45	17:00		11	4	3	8	35				5	11		**77**	**139**
17:00	17:15		2		3	2	34				2	2		**45**	**184**
17:15	17:30		4	8	3	3	27				1	2		**48**	**232**
17:30	17:45		4	8	4	1	36							**53**	**223**
17:45	18:00		6	5	1	4	32					3		**51**	**197**
18:00	18:15														**152**
18:15	18:30														**104**
18:30	18:45														**51**
18:45	19:00														
TOTAL		7	137	73	39	149	624				53	55	3	1140	
EST. 24 HR															



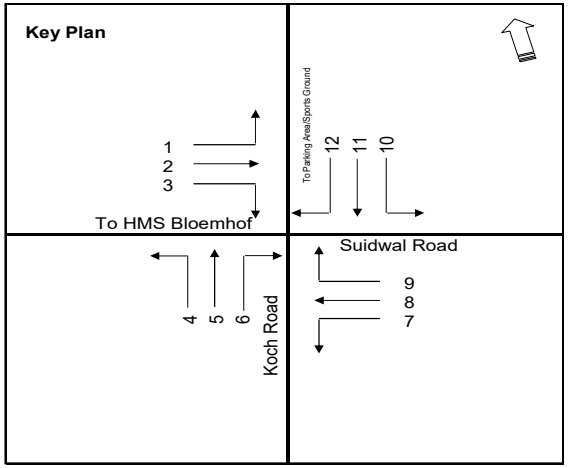


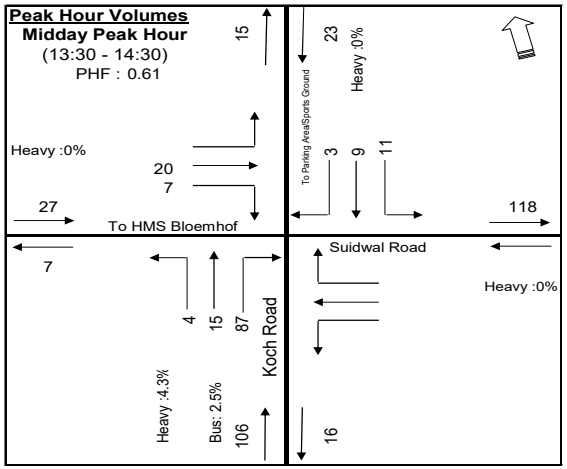


TRAFFIC COUNT

INTERSECTION: **To HMS Bloemhof/Suidwal Road /To Par** **Intersection ID:** **4535**
PERIOD: **2 Hrs AM, 1.5 Hrs Midday, 2 Hrs PM**
DATE: **26-Apr-24** **Area: Stellenbosch**

Total Traffic															Hourly
TIME		Traffic Movements													
Start	End	1	2	3	4	5	6	7	8	9	10	11	12	Total	Totals
06:00	06:15														
06:15	06:30														
06:30	06:45				1	1	5							**7**	**7**
06:45	07:00			1	2	23	7				7	7		**47**	**54**
07:00	07:15		1	1		8	21				4	3		**38**	**92**
07:15	07:30	2	17	9	13	13	39				3			**96**	**188**
07:30	07:45		26	16		19	49				6	7		**123**	**304**
07:45	08:00	1	33	8	1	24	65				4	7		**143**	**400**
08:00	08:15		8	2		11	68				4			**93**	**455**
08:15	08:30	4				12	83				2			**101**	**460**
08:30	08:45														**337**
08:45	09:00														**194**
09:00	09:15														**101**
09:15	09:30														
09:30	09:45														
09:45	10:00														
10:00	10:15														
10:15	10:30														
10:30	10:45														
10:45	11:00														
11:00	11:15														
11:15	11:30														
11:30	11:45														
11:45	12:00														
12:00	12:15														
12:15	12:30														
12:30	12:45														
12:45	13:00														
13:00	13:15														
13:15	13:30														
13:30	13:45		8	1	1	7	21				3	4		**45**	**45**
13:45	14:00		7	4	2	5	36				5	3	2	**64**	**109**
14:00	14:15		1				12							**13**	**122**
14:15	14:30		4	2	1	3	18				3	2	1	**34**	**156**
14:30	14:45														**111**
14:45	15:00														**47**
15:00	15:15														**34**
15:15	15:30														
15:30	15:45														
15:45	16:00														
16:00	16:15														
16:15	16:30														
16:30	16:45		5	4	4	5	36				4	4		**62**	**62**
16:45	17:00		11	4	3	8	35				5	11		**77**	**139**
17:00	17:15		2		3	2	34				2	2		**45**	**184**
17:15	17:30		4	8	3	3	27				1	2		**48**	**232**
17:30	17:45		4	8	4	1	36							**53**	**223**
17:45	18:00		6	5	1	4	32					3		**51**	**197**
18:00	18:15														**152**
18:15	18:30														**104**
18:30	18:45														**51**
18:45	19:00														
TOTAL		7	137	73	39	149	624				53	55	3	1140	
EST. 24 HR															

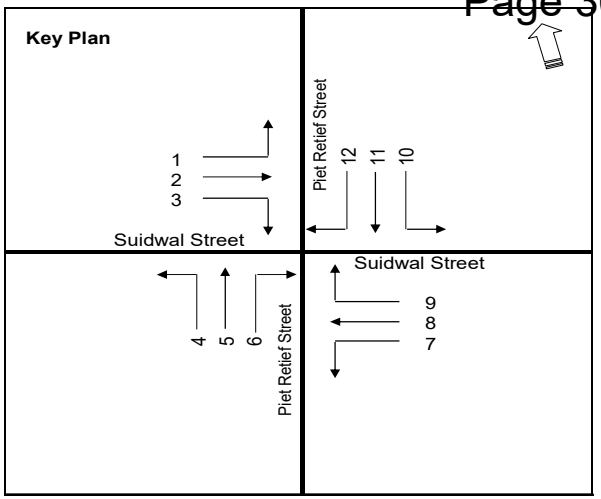


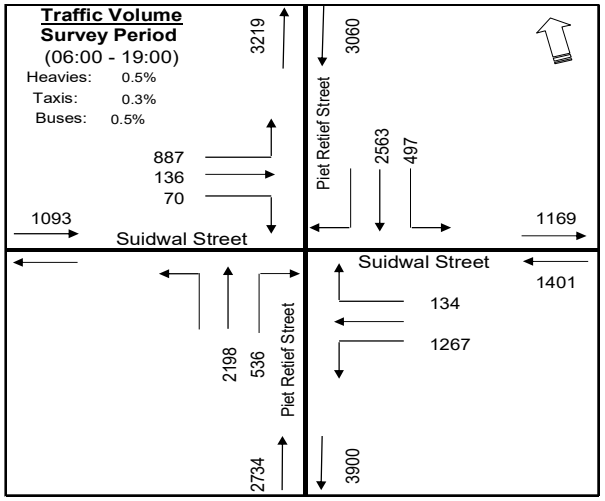


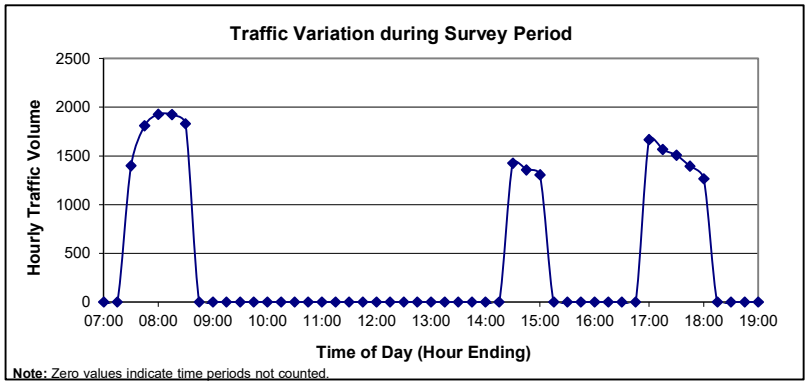
TRAFFIC COUNT

INTERSECTION: **Suidwal Street /Piet Retief Street** **Intersection ID: 4532**
PERIOD: **2 Hrs AM, 1.5 Hrs Midday, 2 Hrs PM**
DATE: **26-Apr-24** **Area: Stellenbosch**

TIME Start	TIME End	Total Traffic – Traffic Movements 1	2	3	4	5	6	7	8	9	10	11	12	Total	Hourly Totals
06:00	06:15														
06:15	06:30														
06:30	06:45	11	2	2		58	25	8		5	11	48		**170**	
06:45	07:00	20	6	3		76	24	52		1	20	85		**287**	
07:00	07:15	76	7	5		132	37	44		3	76	117		**497**	
07:15	07:30	29	15	3		118	36	99		3	29	111		**443**	**1397**
07:30	07:45	125	12	2		110	27	75		4	125	102		**582**	**1809**
07:45	08:00	64	17			106	25	37		4	64	87		**404**	**1926**
08:00	08:15	83	4	4		132	31	49		9	83	100		**495**	**1924**
08:15	08:30	42	4			111	20	26		4	42	99		**348**	**1829**
08:30	08:45														
08:45	09:00														
09:00	09:15														
09:15	09:30														
09:30	09:45														
09:45	10:00														
10:00	10:15														
10:15	10:30														
10:30	10:45														
10:45	11:00														
11:00	11:15														
11:15	11:30														
11:30	11:45														
11:45	12:00														
12:00	12:15														
12:15	12:30														
12:30	12:45														
12:45	13:00														
13:00	13:15														
13:15	13:30														
13:30	13:45	39	9	17		94	31	65		14	2	147		**418**	
13:45	14:00	39	8	1		110	30	40		4	3	173		**408**	
14:00	14:15	22	3	1		87	25	46		5	7	112		**308**	
14:15	14:30	24	4	1		78	13	50		4	1	115		**290**	**1424**
14:30	14:45	31	4	3		80	24	65		6	4	133		**350**	**1356**
14:45	15:00	39	5			99	19	45		9	4	136		**356**	**1304**
15:00	15:15														
15:15	15:30														
15:30	15:45														
15:45	16:00														
16:00	16:15	33	8	3		127	27	89		13	3	157		**460**	
16:15	16:30	37	2	2		99	25	104		6	2	138		**415**	
16:30	16:45	31	6	3		117	21	86		11	3	138		**416**	
16:45	17:00	32	4	2		86	21	76		5	4	146		**376**	**1667**
17:00	17:15	29	8	1		102	19	49		10	3	138		**359**	**1566**
17:15	17:30	24	5	7		96	25	67		6	8	118		**356**	**1507**
17:30	17:45	30	3	6		94	17	61		2	2	88		**303**	**1394**
17:45	18:00	27		4		86	14	34		6	1	75		**247**	**1265**
18:00	18:15														
18:15	18:30														
18:30	18:45														
18:45	19:00														
TOTAL		887	136	70		2198	536	1267		134	497	2563		8288	
EST. 24 HR		**1064**	**163**	**84**		**2638**	**643**	**1520**		**161**	**596**	**3076**		**9946**	





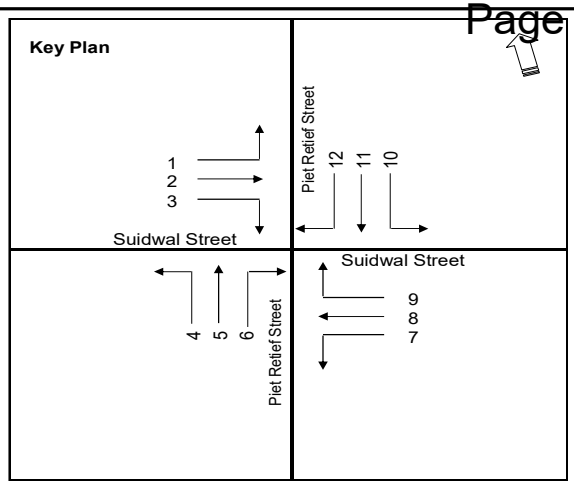


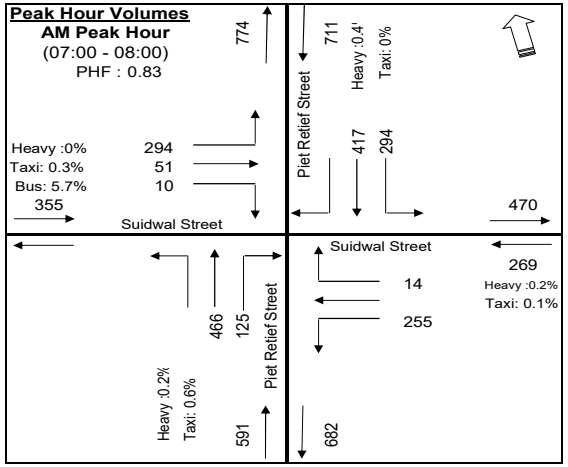
Note: Zero values indicate time periods not counted.

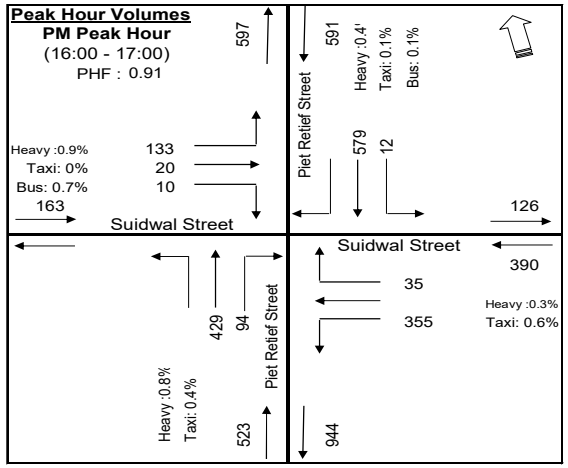
TRAFFIC COUNT

INTERSECTION: **Suidwal Street /Piet Retief Street** **Intersection ID: 4532**
PERIOD: **2 Hrs AM, 1.5 Hrs Midday, 2 Hrs PM**
DATE: **26-Apr-24** **Area: Stellenbosch**

TIME		Total Traffic													Hourly
		Traffic Movements													
Start	End	1	2	3	4	5	6	7	8	9	10	11	12	Total	Totals
06:00	06:15														
06:15	06:30														
06:30	06:45	11	2	2		58	25	8		5	11	48		**170**	**170**
06:45	07:00	20	6	3		76	24	52		1	20	85		**287**	**457**
07:00	07:15	76	7	5		132	37	44		3	76	117		**497**	**954**
07:15	07:30	29	15	3		118	36	99		3	29	111		**443**	**1397**
07:30	07:45	125	12	2		110	27	75		4	125	102		**582**	**1809**
07:45	08:00	64	17			106	25	37		4	64	87		**404**	**1926**
08:00	08:15	83	4	4		132	31	49		9	83	100		**495**	**1924**
08:15	08:30	42	4			111	20	26		4	42	99		**348**	**1829**
08:30	08:45														**1247**
08:45	09:00														**843**
09:00	09:15														**348**
09:15	09:30														
09:30	09:45														
09:45	10:00														
10:00	10:15														
10:15	10:30														
10:30	10:45														
10:45	11:00														
11:00	11:15														
11:15	11:30														
11:30	11:45														
11:45	12:00														
12:00	12:15														
12:15	12:30														
12:30	12:45														
12:45	13:00														
13:00	13:15														
13:15	13:30														
13:30	13:45	39	9	17		94	31	65		14	2	147		**418**	**418**
13:45	14:00	39	8	1		110	30	40		4	3	173		**408**	**826**
14:00	14:15	22	3	1		87	25	46		5	7	112		**308**	**1134**
14:15	14:30	24	4	1		78	13	50		4	1	115		**290**	**1424**
14:30	14:45	31	4	3		80	24	65		6	4	133		**350**	**1356**
14:45	15:00	39	5			99	19	45		9	4	136		**356**	**1304**
15:00	15:15														**996**
15:15	15:30														**706**
15:30	15:45														**356**
15:45	16:00														
16:00	16:15	33	8	3		127	27	89		13	3	157		**460**	**460**
16:15	16:30	37	2	2		99	25	104		6	2	138		**415**	**875**
16:30	16:45	31	6	3		117	21	86		11	3	138		**416**	**1291**
16:45	17:00	32	4	2		86	21	76		5	4	146		**376**	**1667**
17:00	17:15	29	8	1		102	19	49		10	3	138		**359**	**1566**
17:15	17:30	24	5	7		96	25	67		6	8	118		**356**	**1507**
17:30	17:45	30	3	6		94	17	61		2	2	88		**303**	**1394**
17:45	18:00	27		4		86	14	34		6	1	75		**247**	**1265**
18:00	18:15														**906**
18:15	18:30														**550**
18:30	18:45														**247**
18:45	19:00														
TOTAL		887	136	70		2198	536	1267		134	497	2563		8288	
EST. 24 HR															



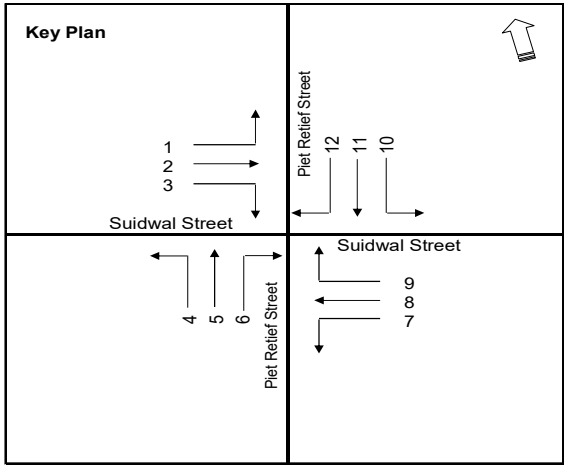


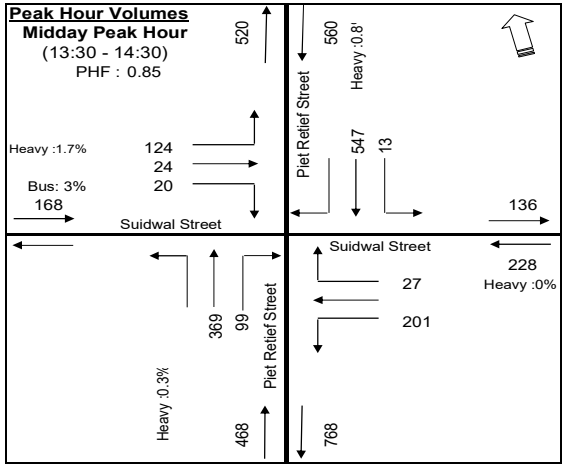


TRAFFIC COUNT

INTERSECTION: **Suidwal Street /Piet Retief Street** **Intersection ID:** **4532**
PERIOD: **2 Hrs AM, 1.5 Hrs Midday, 2 Hrs PM**
DATE: **26-Apr-24** **Area: Stellenbosch**

Total Traffic															Hourly
TIME		Traffic Movements													
Start	End	1	2	3	4	5	6	7	8	9	10	11	12	Total	Totals
06:00	06:15														
06:15	06:30														
06:30	06:45	11	2	2		58	25	8		5	11	48		**170**	**170**
06:45	07:00	20	6	3		76	24	52		1	20	85		**287**	**457**
07:00	07:15	76	7	5		132	37	44		3	76	117		**497**	**954**
07:15	07:30	29	15	3		118	36	99		3	29	111		**443**	**1397**
07:30	07:45	125	12	2		110	27	75		4	125	102		**582**	**1809**
07:45	08:00	64	17			106	25	37		4	64	87		**404**	**1926**
08:00	08:15	83	4	4		132	31	49		9	83	100		**495**	**1924**
08:15	08:30	42	4			111	20	26		4	42	99		**348**	**1829**
08:30	08:45														**1247**
08:45	09:00														**843**
09:00	09:15														**348**
09:15	09:30														
09:30	09:45														
09:45	10:00														
10:00	10:15														
10:15	10:30														
10:30	10:45														
10:45	11:00														
11:00	11:15														
11:15	11:30														
11:30	11:45														
11:45	12:00														
12:00	12:15														
12:15	12:30														
12:30	12:45														
12:45	13:00														
13:00	13:15														
13:15	13:30														
13:30	13:45	39	9	17		94	31	65		14	2	147		**418**	**418**
13:45	14:00	39	8	1		110	30	40		4	3	173		**408**	**826**
14:00	14:15	22	3	1		87	25	46		5	7	112		**308**	**1134**
14:15	14:30	24	4	1		78	13	50		4	1	115		**290**	**1424**
14:30	14:45	31	4	3		80	24	65		6	4	133		**350**	**1356**
14:45	15:00	39	5			99	19	45		9	4	136		**356**	**1304**
15:00	15:15														**996**
15:15	15:30														**706**
15:30	15:45														**356**
15:45	16:00														
16:00	16:15	33	8	3		127	27	89		13	3	157		**460**	**460**
16:15	16:30	37	2	2		99	25	104		6	2	138		**415**	**875**
16:30	16:45	31	6	3		117	21	86		11	3	138		**416**	**1291**
16:45	17:00	32	4	2		86	21	76		5	4	146		**376**	**1667**
17:00	17:15	29	8	1		102	19	49		10	3	138		**359**	**1566**
17:15	17:30	24	5	7		96	25	67		6	8	118		**356**	**1507**
17:30	17:45	30	3	6		94	17	61		2	2	88		**303**	**1394**
17:45	18:00	27		4		86	14	34		6	1	75		**247**	**1265**
18:00	18:15														**906**
18:15	18:30														**550**
18:30	18:45														**247**
18:45	19:00														
TOTAL		887	136	70		2198	536	1267		134	497	2563		8288	
EST. 24 HR															

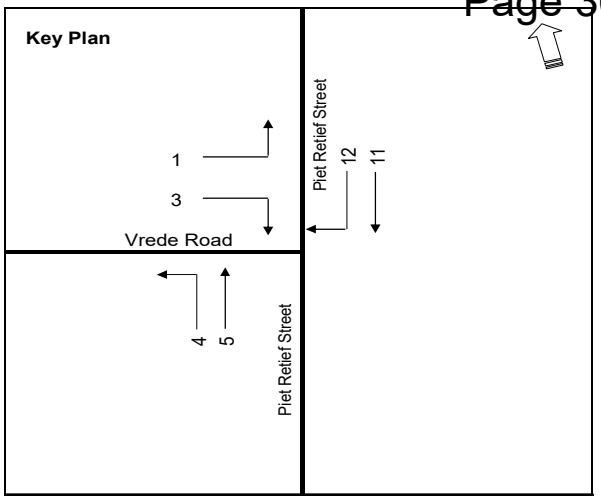


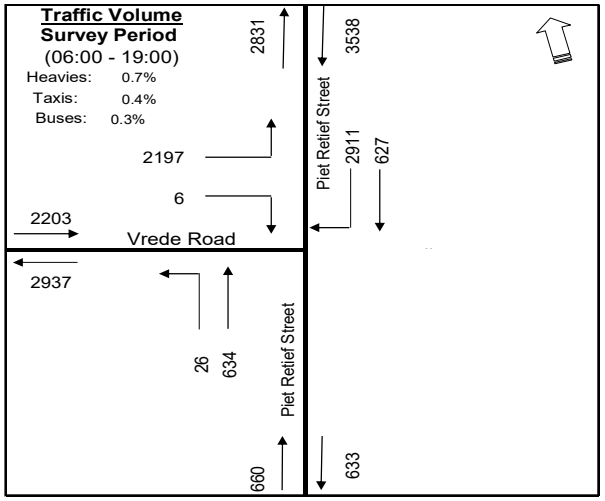


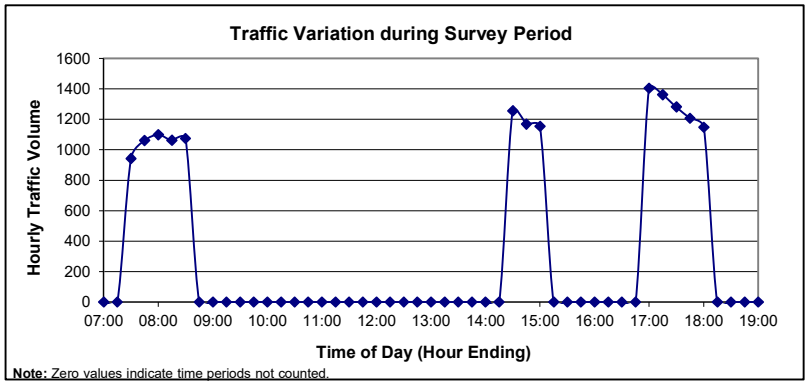
TRAFFIC COUNT

INTERSECTION: **Vrede Road //Piet Retief Street** **Intersection ID:** **4533**
PERIOD: **2 Hrs AM, 1.5 Hrs Midday, 2 Hrs PM**
DATE: **26-Apr-24** **Area: Stellnbosch**

Total Traffic															Hourly
TIME		Traffic Movements													
Start	End	1	2	3	4	5	6	7	8	9	10	11	12	Total	Totals
06:00	06:15														
06:15	06:30														
06:30	06:45	114				13						8	43	**178**	
06:45	07:00	120			1	9						8	85	**223**	
07:00	07:15	105			1	54						15	116	**291**	
07:15	07:30	76			1	36						32	106	**251**	**943**
07:30	07:45	73		2	1	47						37	135	**295**	**1060**
07:45	08:00	78				48						25	111	**262**	**1099**
08:00	08:15	114			1	34						14	91	**254**	**1062**
08:15	08:30	109				26						23	106	**264**	**1075**
08:30	08:45														
08:45	09:00														
09:00	09:15														
09:15	09:30														
09:30	09:45														
09:45	10:00														
10:00	10:15														
10:15	10:30														
10:30	10:45														
10:45	11:00														
11:00	11:15														
11:15	11:30														
11:30	11:45														
11:45	12:00														
12:00	12:15														
12:15	12:30														
12:30	12:45														
12:45	13:00														
13:00	13:15														
13:15	13:30														
13:30	13:45	125			3	29						31	177	**365**	
13:45	14:00	79			2	30						39	161	**311**	
14:00	14:15	93		1		21						22	131	**268**	
14:15	14:30	97			3	34						8	169	**311**	**1255**
14:30	14:45	83				13						41	141	**278**	**1168**
14:45	15:00	101		1	1	32						39	123	**297**	**1154**
15:00	15:15														
15:15	15:30														
15:30	15:45														
15:45	16:00														
16:00	16:15	125		1	2	34						45	177	**384**	
16:15	16:30	99			1	31						45	195	**371**	
16:30	16:45	104			2	19						40	152	**317**	
16:45	17:00	95				26						27	185	**333**	**1405**
17:00	17:15	121		1	2	24						23	169	**340**	**1361**
17:15	17:30	104			1	24						48	114	**291**	**1281**
17:30	17:45	88			4	22						25	104	**243**	**1207**
17:45	18:00	94				28						32	120	**274**	**1148**
18:00	18:15														
18:15	18:30														
18:30	18:45														
18:45	19:00														
TOTAL		2197		6	26	634						627	2911	6401	
EST. 24 HR		**2636**		**7**	**31**	**761**						**752**	**3493**	**7681**	





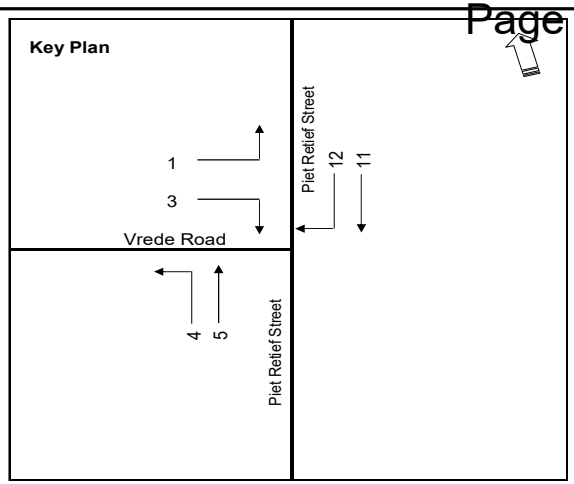


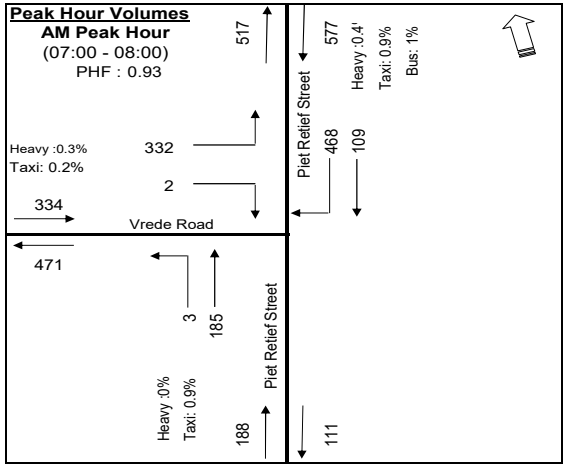
Note: Zero values indicate time periods not counted.

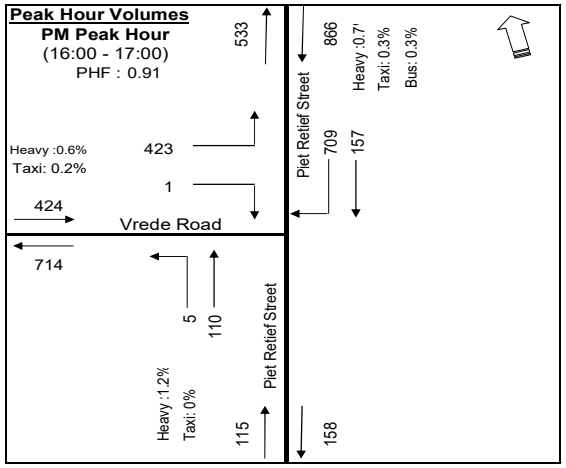
TRAFFIC COUNT

INTERSECTION: **Vrede Road //Piet Retief Street** **Intersection ID: 4533**
PERIOD: **2 Hrs AM, 1.5 Hrs Midday, 2 Hrs PM**
DATE: **26-Apr-24** **Area: Stellnbosch**

Total Traffic															Hourly
TIME		Traffic Movements													
Start	End	1	2	3	4	5	6	7	8	9	10	11	12	Total	Totals
06:00	06:15														
06:15	06:30														
06:30	06:45	114				13						8	43	**178**	**178**
06:45	07:00	120			1	9						8	85	**223**	**401**
07:00	07:15	105			1	54						15	116	**291**	**692**
07:15	07:30	76			1	36						32	106	**251**	**943**
07:30	07:45	73		2	1	47						37	135	**295**	**1060**
07:45	08:00	78				48						25	111	**262**	**1099**
08:00	08:15	114			1	34						14	91	**254**	**1062**
08:15	08:30	109				26						23	106	**264**	**1075**
08:30	08:45														**780**
08:45	09:00														**518**
09:00	09:15														**264**
09:15	09:30														
09:30	09:45														
09:45	10:00														
10:00	10:15														
10:15	10:30														
10:30	10:45														
10:45	11:00														
11:00	11:15														
11:15	11:30														
11:30	11:45														
11:45	12:00														
12:00	12:15														
12:15	12:30														
12:30	12:45														
12:45	13:00														
13:00	13:15														
13:15	13:30														
13:30	13:45	125			3	29						31	177	**365**	**365**
13:45	14:00	79			2	30						39	161	**311**	**676**
14:00	14:15	93		1		21						22	131	**268**	**944**
14:15	14:30	97			3	34						8	169	**311**	**1255**
14:30	14:45	83				13						41	141	**278**	**1168**
14:45	15:00	101		1	1	32						39	123	**297**	**1154**
15:00	15:15														**886**
15:15	15:30														**575**
15:30	15:45														**297**
15:45	16:00														
16:00	16:15	125		1	2	34						45	177	**384**	**384**
16:15	16:30	99			1	31						45	195	**371**	**755**
16:30	16:45	104			2	19						40	152	**317**	**1072**
16:45	17:00	95				26						27	185	**333**	**1405**
17:00	17:15	121		1	2	24						23	169	**340**	**1361**
17:15	17:30	104			1	24						48	114	**291**	**1281**
17:30	17:45	88			4	22						25	104	**243**	**1207**
17:45	18:00	94				28						32	120	**274**	**1148**
18:00	18:15														**808**
18:15	18:30														**517**
18:30	18:45														**274**
18:45	19:00														
TOTAL		2197		6	26	634						627	2911	6401	
EST. 24 HR															



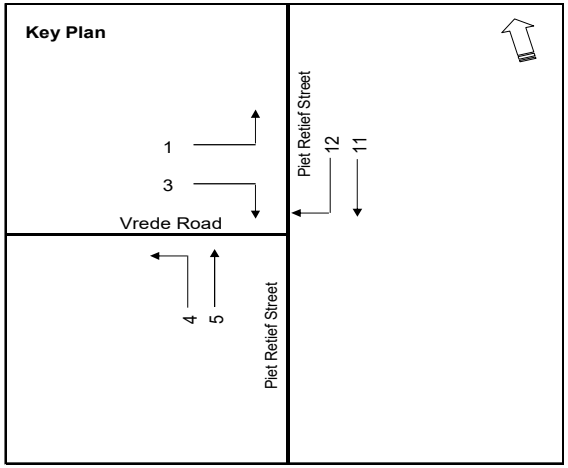


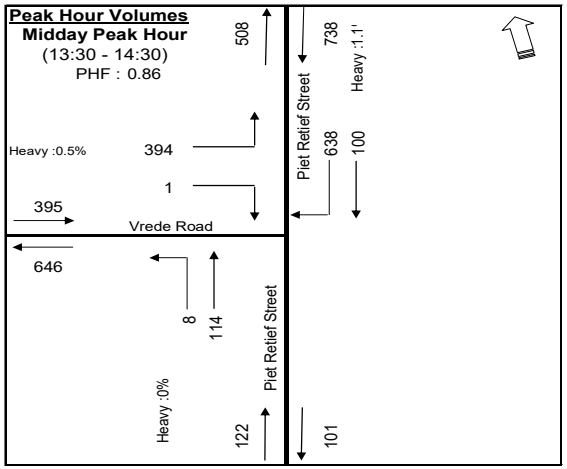


TRAFFIC COUNT

INTERSECTION: **Vrede Road //Piet Retief Street** **Intersection ID:** **4533**
PERIOD: **2 Hrs AM, 1.5 Hrs Midday, 2 Hrs PM**
DATE: **26-Apr-24** **Area: Stellnbosch**

Total Traffic															Hourly
TIME		Traffic Movements													
Start	End	1	2	3	4	5	6	7	8	9	10	11	12	Total	Totals
06:00	06:15														
06:15	06:30														
06:30	06:45	114				13						8	43	**178**	**178**
06:45	07:00	120			1	9						8	85	**223**	**401**
07:00	07:15	105			1	54						15	116	**291**	**692**
07:15	07:30	76			1	36						32	106	**251**	**943**
07:30	07:45	73		2	1	47						37	135	**295**	**1060**
07:45	08:00	78				48						25	111	**262**	**1099**
08:00	08:15	114			1	34						14	91	**254**	**1062**
08:15	08:30	109				26						23	106	**264**	**1075**
08:30	08:45														**780**
08:45	09:00														**518**
09:00	09:15														**264**
09:15	09:30														
09:30	09:45														
09:45	10:00														
10:00	10:15														
10:15	10:30														
10:30	10:45														
10:45	11:00														
11:00	11:15														
11:15	11:30														
11:30	11:45														
11:45	12:00														
12:00	12:15														
12:15	12:30														
12:30	12:45														
12:45	13:00														
13:00	13:15														
13:15	13:30														
13:30	13:45	125			3	29						31	177	**365**	**365**
13:45	14:00	79			2	30						39	161	**311**	**676**
14:00	14:15	93		1		21						22	131	**268**	**944**
14:15	14:30	97			3	34						8	169	**311**	**1255**
14:30	14:45	83				13						41	141	**278**	**1168**
14:45	15:00	101		1	1	32						39	123	**297**	**1154**
15:00	15:15														**886**
15:15	15:30														**575**
15:30	15:45														**297**
15:45	16:00														
16:00	16:15	125		1	2	34						45	177	**384**	**384**
16:15	16:30	99			1	31						45	195	**371**	**755**
16:30	16:45	104			2	19						40	152	**317**	**1072**
16:45	17:00	95				26						27	185	**333**	**1405**
17:00	17:15	121		1	2	24						23	169	**340**	**1361**
17:15	17:30	104			1	24						48	114	**291**	**1281**
17:30	17:45	88			4	22						25	104	**243**	**1207**
17:45	18:00	94				28						32	120	**274**	**1148**
18:00	18:15														**808**
18:15	18:30														**517**
18:30	18:45														**274**
18:45	19:00														
TOTAL		2197		6	26	634						627	2911	6401	
EST. 24 HR															

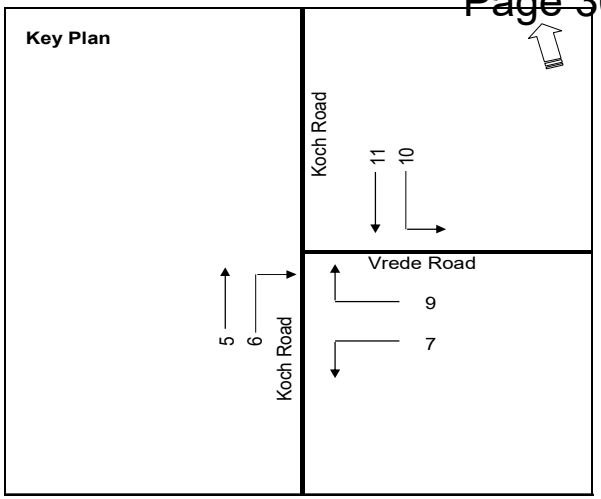


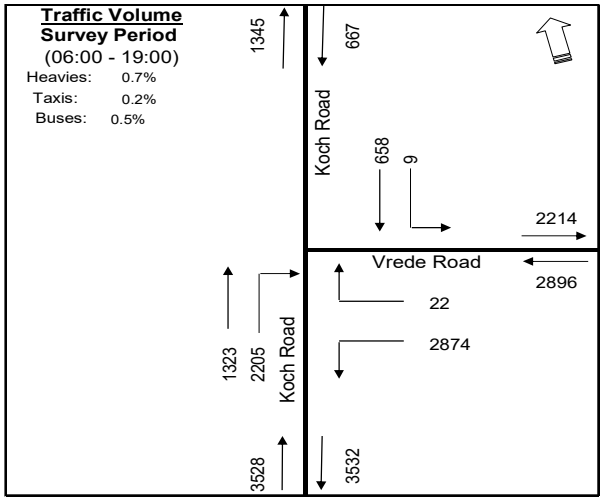


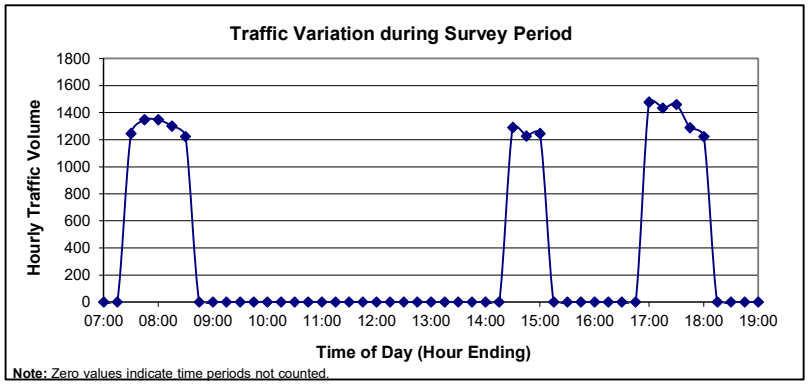
TRAFFIC COUNT

INTERSECTION: /Vrede Road/Koch Road Intersection ID: 4534
PERIOD: 2 Hrs AM, 1.5 Hrs Midday, 2 Hrs PM
DATE: 26-Apr-24 Area: Stellenbosch

Total Traffic														Hourly
TIME		Traffic Movements												Totals
Start	End	1	2	3	4	5	6	7	8	9	10	11	12	Total	
06:00	06:15														
06:15	06:30														
06:30	06:45					29	111	33		1		19		**193**	
06:45	07:00					78	124	89				25		**316**	
07:00	07:15					130	96	108		1		37		**372**	
07:15	07:30					114	89	114		2		45		**364**	**1245**
07:30	07:45					93	74	107				21		**295**	**1347**
07:45	08:00					105	82	123				6		**316**	**1347**
08:00	08:15					93	119	106		1	1	6		**326**	**1301**
08:15	08:30					58	110	104		1		13		**286**	**1223**
08:30	08:45														
08:45	09:00														
09:00	09:15														
09:15	09:30														
09:30	09:45														
09:45	10:00														
10:00	10:15														
10:15	10:30														
10:30	10:45														
10:45	11:00														
11:00	11:15														
11:15	11:30														
11:30	11:45														
11:45	12:00														
12:00	12:15														
12:15	12:30														
12:30	12:45														
12:45	13:00														
13:00	13:15														
13:15	13:30														
13:30	13:45					47	113	179		1	2	42		**384**	
13:45	14:00					26	85	159		1		23		**294**	
14:00	14:15					45	95	136		1		21		**298**	
14:15	14:30					61	87	141		1	1	23		**314**	**1290**
14:30	14:45					50	86	154		1		29		**320**	**1226**
14:45	15:00					52	109	126		1	1	24		**313**	**1245**
15:00	15:15														
15:15	15:30														
15:30	15:45														
15:45	16:00														
16:00	16:15					54	118	165		1		27		**365**	
16:15	16:30					46	99	178		2	1	51		**377**	
16:30	16:45					62	111	183		1		29		**386**	
16:45	17:00					46	91	167		2	1	42		**349**	**1477**
17:00	17:15					31	104	139		1	1	45		**321**	**1433**
17:15	17:30					48	142	158		2	1	52		**403**	**1459**
17:30	17:45					25	69	85				36		**215**	**1288**
17:45	18:00					30	91	120		1		42		**284**	**1223**
18:00	18:15														
18:15	18:30														
18:30	18:45														
18:45	19:00														
TOTAL						1323	2205	2874		22	9	658		7091	
EST. 24 HR						**1588**	**2646**	**3449**		**26**	**11**	**790**		**8509**	





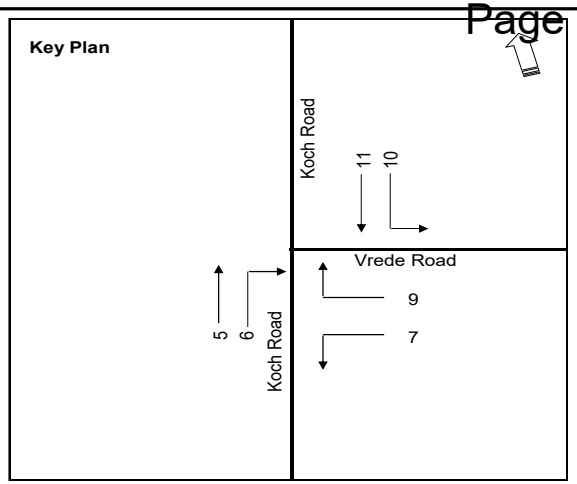


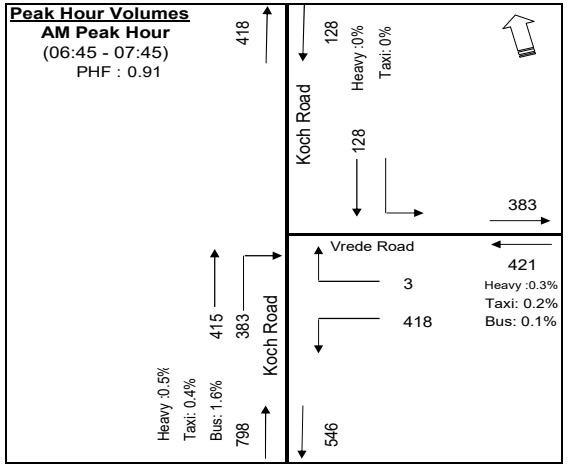
Note: Zero values indicate time periods not counted.

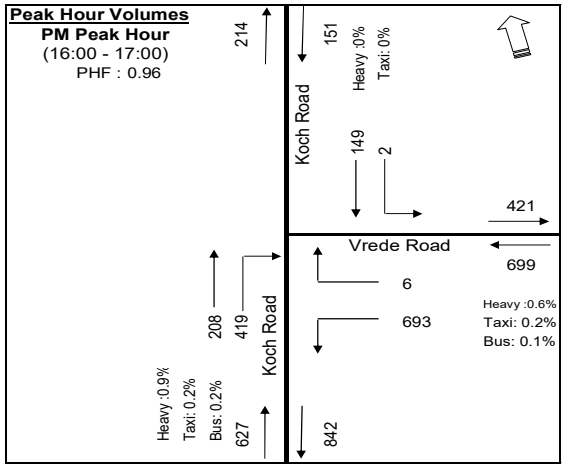
TRAFFIC COUNT

INTERSECTION: **/Vrede Road/Koch Road** **Intersection ID: 4534**
PERIOD: **2 Hrs AM, 1.5 Hrs Midday, 2 Hrs PM**
DATE: **26-Apr-24** **Area: Stellenbosch**

TIME		Total Traffic													Hourly
		Traffic Movements													
Start	End	1	2	3	4	5	6	7	8	9	10	11	12	Total	Totals
06:00	06:15														
06:15	06:30														
06:30	06:45					29	111	33		1		19		**193**	**193**
06:45	07:00					78	124	89				25		**316**	**509**
07:00	07:15					130	96	108		1		37		**372**	**881**
07:15	07:30					114	89	114		2		45		**364**	**1245**
07:30	07:45					93	74	107				21		**295**	**1347**
07:45	08:00					105	82	123				6		**316**	**1347**
08:00	08:15					93	119	106		1	1	6		**326**	**1301**
08:15	08:30					58	110	104		1		13		**286**	**1223**
08:30	08:45														**928**
08:45	09:00														**612**
09:00	09:15														**286**
09:15	09:30														
09:30	09:45														
09:45	10:00														
10:00	10:15														
10:15	10:30														
10:30	10:45														
10:45	11:00														
11:00	11:15														
11:15	11:30														
11:30	11:45														
11:45	12:00														
12:00	12:15														
12:15	12:30														
12:30	12:45														
12:45	13:00														
13:00	13:15														
13:15	13:30														
13:30	13:45					47	113	179		1	2	42		**384**	**384**
13:45	14:00					26	85	159		1		23		**294**	**678**
14:00	14:15					45	95	136		1		21		**298**	**976**
14:15	14:30					61	87	141		1	1	23		**314**	**1290**
14:30	14:45					50	86	154		1		29		**320**	**1226**
14:45	15:00					52	109	126		1	1	24		**313**	**1245**
15:00	15:15														**947**
15:15	15:30														**633**
15:30	15:45														**313**
15:45	16:00														
16:00	16:15					54	118	165		1		27		**365**	**365**
16:15	16:30					46	99	178		2	1	51		**377**	**742**
16:30	16:45					62	111	183		1		29		**386**	**1128**
16:45	17:00					46	91	167		2	1	42		**349**	**1477**
17:00	17:15					31	104	139		1	1	45		**321**	**1433**
17:15	17:30					48	142	158		2	1	52		**403**	**1459**
17:30	17:45					25	69	85				36		**215**	**1288**
17:45	18:00					30	91	120		1		42		**284**	**1223**
18:00	18:15														**902**
18:15	18:30														**499**
18:30	18:45														**284**
18:45	19:00														
TOTAL						1323	2205	2874		22	9	658		7091	
EST. 24 HR															



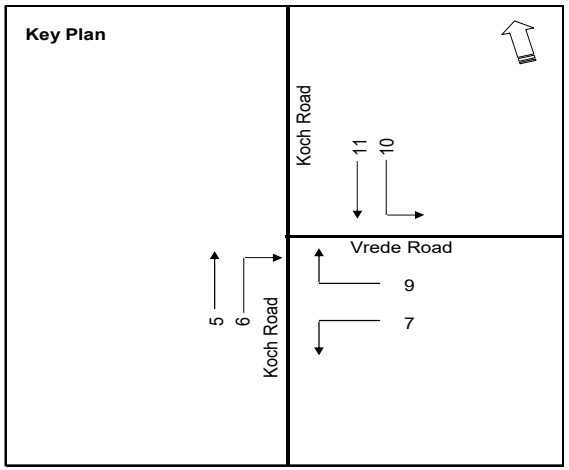


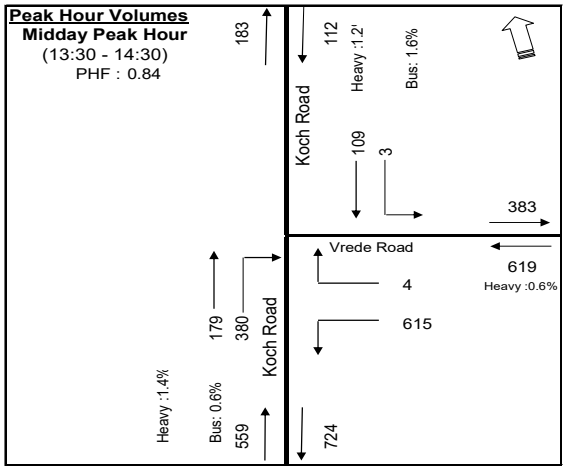


TRAFFIC COUNT

INTERSECTION: **/Vrede Road/Koch Road** **Intersection ID: 4534**
PERIOD: **2 Hrs AM, 1.5 Hrs Midday, 2 Hrs PM**
DATE: **26-Apr-24** **Area: Stellenbosch**

Total Traffic														Hourly
TIME		Traffic Movements												
Start	End	1	2	3	4	5	6	7	8	9	10	11	12	Total	Totals
06:00	06:15														
06:15	06:30														
06:30	06:45					29	111	33		1		19		**193**	**193**
06:45	07:00					78	124	89				25		**316**	**509**
07:00	07:15					130	96	108		1		37		**372**	**881**
07:15	07:30					114	89	114		2		45		**364**	**1245**
07:30	07:45					93	74	107				21		**295**	**1347**
07:45	08:00					105	82	123				6		**316**	**1347**
08:00	08:15					93	119	106		1	1	6		**326**	**1301**
08:15	08:30					58	110	104		1		13		**286**	**1223**
08:30	08:45														**928**
08:45	09:00														**612**
09:00	09:15														**286**
09:15	09:30														
09:30	09:45														
09:45	10:00														
10:00	10:15														
10:15	10:30														
10:30	10:45														
10:45	11:00														
11:00	11:15														
11:15	11:30														
11:30	11:45														
11:45	12:00														
12:00	12:15														
12:15	12:30														
12:30	12:45														
12:45	13:00														
13:00	13:15														
13:15	13:30														
13:30	13:45					47	113	179		1	2	42		**384**	**384**
13:45	14:00					26	85	159		1		23		**294**	**678**
14:00	14:15					45	95	136		1		21		**298**	**976**
14:15	14:30					61	87	141		1	1	23		**314**	**1290**
14:30	14:45					50	86	154		1		29		**320**	**1226**
14:45	15:00					52	109	126		1	1	24		**313**	**1245**
15:00	15:15														**947**
15:15	15:30														**633**
15:30	15:45														**313**
15:45	16:00														
16:00	16:15					54	118	165		1		27		**365**	**365**
16:15	16:30					46	99	178		2	1	51		**377**	**742**
16:30	16:45					62	111	183		1		29		**386**	**1128**
16:45	17:00					46	91	167		2	1	42		**349**	**1477**
17:00	17:15					31	104	139		1	1	45		**321**	**1433**
17:15	17:30					48	142	158		2	1	52		**403**	**1459**
17:30	17:45					25	69	85				36		**215**	**1288**
17:45	18:00					30	91	120		1		42		**284**	**1223**
18:00	18:15														**902**
18:15	18:30														**499**
18:30	18:45														**284**
18:45	19:00														
TOTAL						1323	2205	2874		22	9	658		7091	
EST. 24 HR															



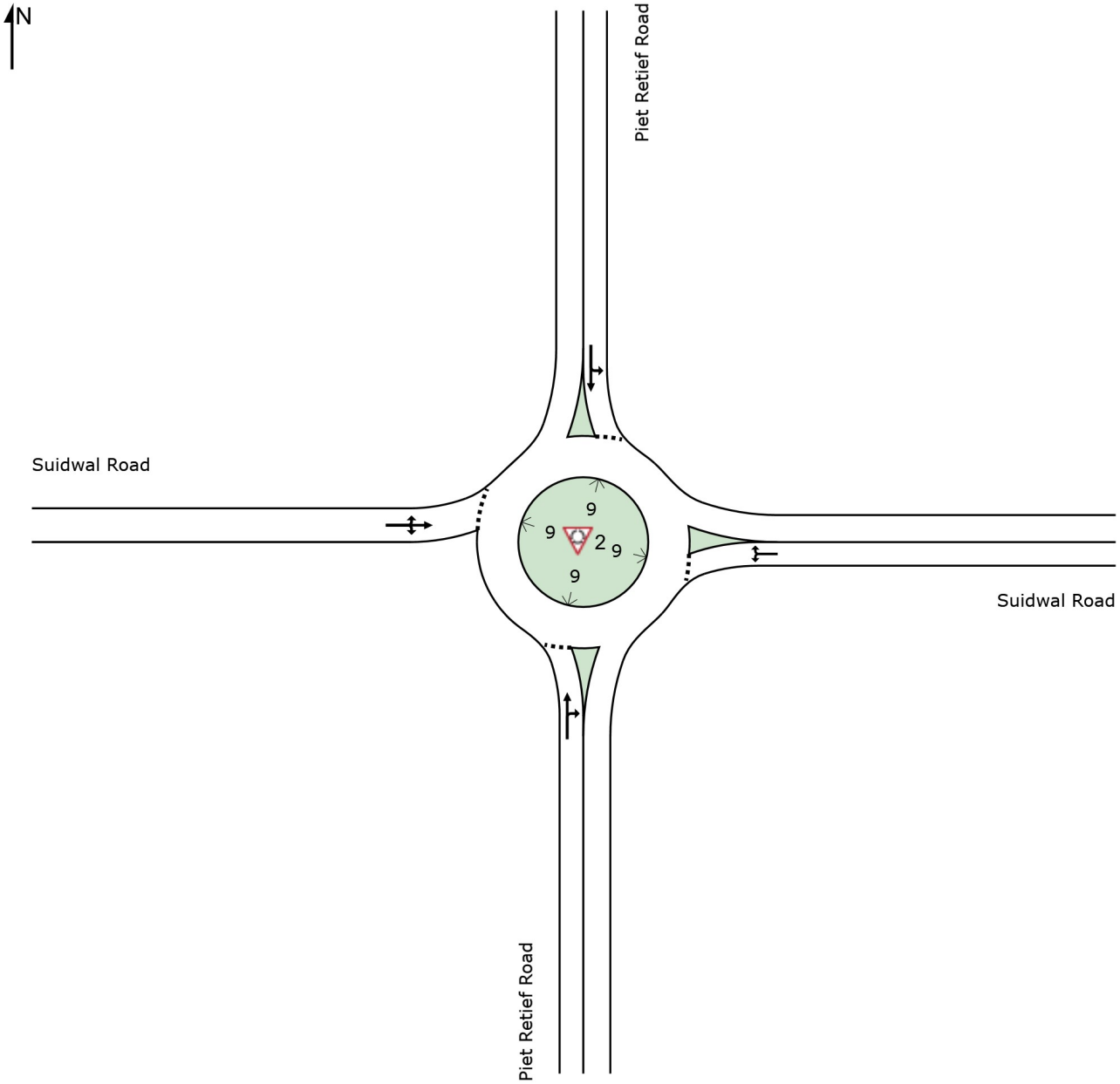


ANNEXURE B. SIDRA REPORTS

SITE LAYOUT

Site: 2 [2_PietRetief_SuidwalRd_2024ExistingAMPeakHour]

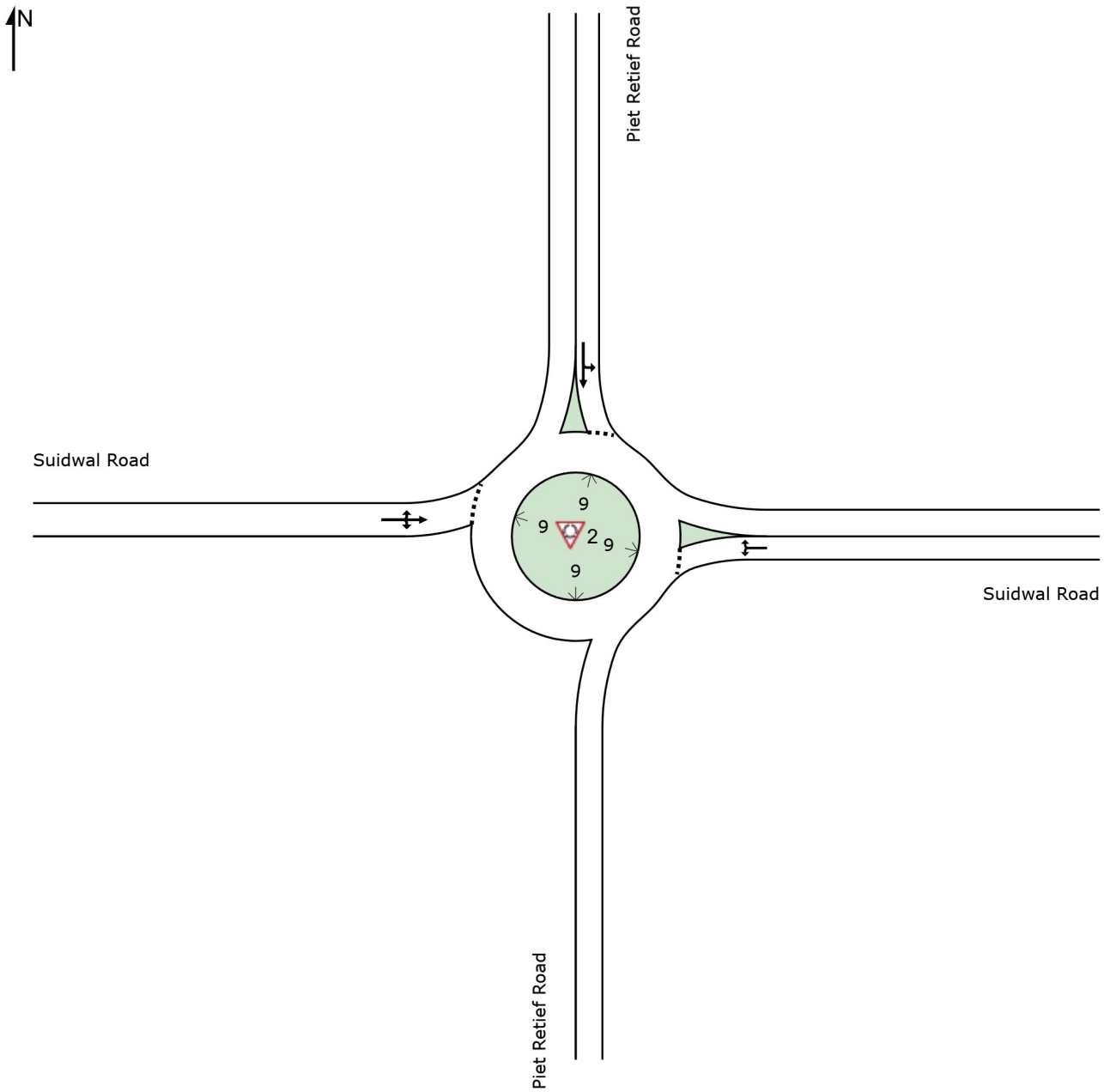
New Site
Site Category: (None)
Roundabout



SITE LAYOUT

Site: 2 [2_PietRetief_SuidwalRd_2024ExistingAMPeakHour_Rerouting]

New Site
Site Category: (None)
Roundabout



MOVEMENT SUMMARY

Site: 2 [2_PietRetief_SuidwalRd_2024ExistingAMPeakHour]

New Site
Site Category: (None)
Roundabout

Movement Performance - Vehicles

Mov ID	Turn	Demand Flows Total veh/h	HV %	Deg. Satn v/c	Average Delay sec	Level of Service	95% Back of Queue Vehicles veh	Distance m	Prop. Queued	Effective Stop Rate	Aver. No. Cycles	Average Speed km/h
South: Piet Retief Road												
2	T1	561	0,2	0,459	4,8	LOS A	4,8	33,9	0,18	0,50	0,18	53,8
3	R2	151	0,2	0,459	7,9	LOS A	4,8	33,9	0,18	0,50	0,18	53,4
Approach		712	0,2	0,459	5,5	LOS A	4,8	33,9	0,18	0,50	0,18	53,7
East: Suidwal Road												
4	L2	307	0,2	0,464	10,0	LOS A	3,7	26,2	0,85	0,88	0,90	50,0
6	R2	17	0,2	0,464	13,0	LOS B	3,7	26,2	0,85	0,88	0,90	50,3
Approach		324	0,2	0,464	10,1	LOS B	3,7	26,2	0,85	0,88	0,90	50,0
North: Piet Retief Road												
7	L2	354	0,4	0,794	10,7	LOS B	12,7	89,2	0,90	0,79	1,05	49,6
8	T1	502	0,4	0,794	10,7	LOS B	12,7	89,2	0,90	0,79	1,05	50,3
Approach		857	0,4	0,794	10,7	LOS B	12,7	89,2	0,90	0,79	1,05	50,0
West: Suidwal Road												
10	L2	354	0,0	0,562	12,2	LOS B	4,4	31,1	0,79	0,99	1,01	48,5
11	T1	61	0,0	0,562	11,9	LOS B	4,4	31,1	0,79	0,99	1,01	49,3
12	R2	12	0,0	0,562	15,0	LOS B	4,4	31,1	0,79	0,99	1,01	48,9
Approach		428	0,0	0,562	12,2	LOS B	4,4	31,1	0,79	0,99	1,01	48,7
All Vehicles		2320	0,2	0,794	9,3	LOS A	12,7	89,2	0,65	0,75	0,76	50,8

Site Level of Service (LOS) Method: Delay (SIDRA). Site LOS Method is specified in the Parameter Settings dialog (Site tab).
Roundabout LOS Method: SIDRA Roundabout LOS.
Vehicle movement LOS values are based on average delay per movement.
Intersection and Approach LOS values are based on average delay for all vehicle movements.
Roundabout Capacity Model: SIDRA Standard.
SIDRA Standard Delay Model is used. Control Delay includes Geometric Delay.
Gap-Acceptance Capacity: SIDRA Standard (Akçelik M3D).
HV (%) values are calculated for All Movement Classes of All Heavy Vehicle Model Designation.

MOVEMENT SUMMARY

Site: 2 [2_PietRetief_SuidwalRd_2024ExistingAMPeakHour_Rerouting]

New Site
Site Category: (None)
Roundabout

Movement Performance - Vehicles

Mov ID	Turn	Demand Flows Total veh/h	HV %	Deg. Satn v/c	Average Delay sec	Level of Service	95% Back of Queue Vehicles veh	Distance m	Prop. Queued	Effective Stop Rate	Aver. No. Cycles	Average Speed km/h
East: Suidwal Road												
4	L2	307	0,2	0,463	10,0	LOS A	3,7	26,1	0,85	0,88	0,90	50,0
6	R2	17	0,2	0,463	13,0	LOS B	3,7	26,1	0,85	0,88	0,90	50,3
Approach		324	0,2	0,463	10,1	LOS B	3,7	26,1	0,85	0,88	0,90	50,0
North: Piet Retief Road												
7	L2	354	0,4	0,792	10,7	LOS B	12,5	88,1	0,89	0,79	1,04	49,7
8	T1	502	0,4	0,792	10,6	LOS B	12,5	88,1	0,89	0,79	1,04	50,4
Approach		857	0,4	0,792	10,7	LOS B	12,5	88,1	0,89	0,79	1,04	50,1
West: Suidwal Road												
10	L2	916	0,2	0,718	5,1	LOS A	9,8	68,4	0,22	0,50	0,22	53,1
11	T1	212	0,2	0,718	4,8	LOS A	9,8	68,4	0,22	0,50	0,22	54,0
12	R2	12	0,2	0,718	7,9	LOS A	9,8	68,4	0,22	0,50	0,22	53,6
Approach		1140	0,2	0,718	5,1	LOS A	9,8	68,4	0,22	0,50	0,22	53,2
All Vehicles		2320	0,3	0,792	7,8	LOS A	12,5	88,1	0,55	0,66	0,62	51,6

Site Level of Service (LOS) Method: Delay (SIDRA). Site LOS Method is specified in the Parameter Settings dialog (Site tab).
Roundabout LOS Method: SIDRA Roundabout LOS.
Vehicle movement LOS values are based on average delay per movement.
Intersection and Approach LOS values are based on average delay for all vehicle movements.
Roundabout Capacity Model: SIDRA Standard.
SIDRA Standard Delay Model is used. Control Delay includes Geometric Delay.
Gap-Acceptance Capacity: SIDRA Standard (Akçelik M3D).
HV (%) values are calculated for All Movement Classes of All Heavy Vehicle Model Designation.

MOVEMENT SUMMARY

Site: 2 [2_PietRetief_SuidwalRd_2024ExistingPMPeakHour]

New Site
Site Category: (None)
Roundabout

Movement Performance - Vehicles

Mov ID	Turn	Demand Flows Total veh/h	HV %	Deg. Satn v/c	Average Delay sec	Level of Service	95% Back of Queue Vehicles veh	Distance m	Prop. Queued	Effective Stop Rate	Aver. No. Cycles	Average Speed km/h
South: Piet Retief Road												
2	T1	471	0,8	0,406	5,0	LOS A	3,9	27,7	0,27	0,49	0,27	53,5
3	R2	103	0,8	0,406	8,0	LOS A	3,9	27,7	0,27	0,49	0,27	53,1
Approach		575	0,8	0,406	5,5	LOS A	3,9	27,7	0,27	0,49	0,27	53,4
East: Suidwal Road												
4	L2	390	0,3	0,668	17,0	LOS B	7,4	51,9	0,96	1,13	1,36	45,6
6	R2	38	0,3	0,668	19,9	LOS B	7,4	51,9	0,96	1,13	1,36	45,9
Approach		429	0,3	0,668	17,2	LOS B	7,4	51,9	0,96	1,13	1,36	45,6
North: Piet Retief Road												
7	L2	13	0,4	0,543	6,2	LOS A	4,8	33,8	0,52	0,56	0,52	52,2
8	T1	636	0,4	0,543	6,1	LOS A	4,8	33,8	0,52	0,56	0,52	52,9
Approach		649	0,4	0,543	6,1	LOS A	4,8	33,8	0,52	0,56	0,52	52,9
West: Suidwal Road												
10	L2	146	0,9	0,220	8,2	LOS A	1,1	7,9	0,61	0,76	0,61	51,2
11	T1	22	0,9	0,220	7,9	LOS A	1,1	7,9	0,61	0,76	0,61	52,0
12	R2	11	0,9	0,220	10,9	LOS B	1,1	7,9	0,61	0,76	0,61	51,6
Approach		179	0,9	0,220	8,3	LOS A	1,1	7,9	0,61	0,76	0,61	51,3
All Vehicles		1832	0,6	0,668	8,7	LOS A	7,4	51,9	0,55	0,69	0,65	51,0

Site Level of Service (LOS) Method: Delay (SIDRA). Site LOS Method is specified in the Parameter Settings dialog (Site tab).
Roundabout LOS Method: SIDRA Roundabout LOS.
Vehicle movement LOS values are based on average delay per movement.
Intersection and Approach LOS values are based on average delay for all vehicle movements.
Roundabout Capacity Model: SIDRA Standard.
SIDRA Standard Delay Model is used. Control Delay includes Geometric Delay.
Gap-Acceptance Capacity: SIDRA Standard (Akçelik M3D).
HV (%) values are calculated for All Movement Classes of All Heavy Vehicle Model Designation.

MOVEMENT SUMMARY

Site: 2 [2_PietRetief_SuidwalRd_2024ExistingPMPeakHour_Rerouting]

New Site
Site Category: (None)
Roundabout

Movement Performance - Vehicles

Mov ID	Turn	Demand Flows Total veh/h	HV %	Deg. Satn v/c	Average Delay sec	Level of Service	95% Back of Queue Vehicles veh	Distance m	Prop. Queued	Effective Stop Rate	Aver. No. Cycles	Average Speed km/h
East: Suidwal Road												
4	L2	390	0,3	0,669	17,0	LOS B	7,4	52,1	0,96	1,13	1,36	45,6
6	R2	38	0,3	0,669	20,0	LOS B	7,4	52,1	0,96	1,13	1,36	45,8
Approach		429	0,3	0,669	17,2	LOS B	7,4	52,1	0,96	1,13	1,36	45,6
North: Piet Retief Road												
7	L2	13	0,4	0,545	6,2	LOS A	4,9	34,2	0,53	0,56	0,53	52,2
8	T1	636	0,4	0,545	6,1	LOS A	4,9	34,2	0,53	0,56	0,53	52,9
Approach		649	0,4	0,545	6,1	LOS A	4,9	34,2	0,53	0,56	0,53	52,9
West: Suidwal Road												
10	L2	618	1,7	0,520	5,2	LOS A	4,6	32,8	0,25	0,51	0,25	52,9
11	T1	125	1,7	0,520	4,9	LOS A	4,6	32,8	0,25	0,51	0,25	53,8
12	R2	11	1,7	0,520	8,0	LOS A	4,6	32,8	0,25	0,51	0,25	53,4
Approach		754	1,7	0,520	5,2	LOS A	4,6	32,8	0,25	0,51	0,25	53,1
All Vehicles		1832	0,9	0,669	8,3	LOS A	7,4	52,1	0,51	0,67	0,61	51,1

Site Level of Service (LOS) Method: Delay (SIDRA). Site LOS Method is specified in the Parameter Settings dialog (Site tab).
Roundabout LOS Method: SIDRA Roundabout LOS.
Vehicle movement LOS values are based on average delay per movement.
Intersection and Approach LOS values are based on average delay for all vehicle movements.
Roundabout Capacity Model: SIDRA Standard.
SIDRA Standard Delay Model is used. Control Delay includes Geometric Delay.
Gap-Acceptance Capacity: SIDRA Standard (Akçelik M3D).
HV (%) values are calculated for All Movement Classes of All Heavy Vehicle Model Designation.

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MOVEMENT SUMMARY

Site: 2 [2_PietRetief_SuidwalRd_2024ExistingMDPeakHour]

New Site
Site Category: (None)
Roundabout

Movement Performance - Vehicles

Mov ID	Turn	Demand Flows Total veh/h	HV %	Deg. Satn v/c	Average Delay sec	Level of Service	95% Back of Queue Vehicles veh	Distance m	Prop. Queued	Effective Stop Rate	Aver. No. Cycles	Average Speed km/h
South: Piet Retief Road												
2	T1	434	0,3	0,380	4,9	LOS A	3,5	24,7	0,23	0,50	0,23	53,6
3	R2	116	0,3	0,380	8,0	LOS A	3,5	24,7	0,23	0,50	0,23	53,2
Approach		551	0,3	0,380	5,6	LOS A	3,5	24,7	0,23	0,50	0,23	53,5
East: Suidwal Road												
4	L2	236	0,0	0,433	11,7	LOS B	3,3	22,9	0,87	0,93	0,93	48,8
6	R2	32	0,0	0,433	14,6	LOS B	3,3	22,9	0,87	0,93	0,93	49,1
Approach		268	0,0	0,433	12,0	LOS B	3,3	22,9	0,87	0,93	0,93	48,8
North: Piet Retief Road												
7	L2	15	0,8	0,577	6,6	LOS A	5,2	36,5	0,59	0,59	0,59	51,9
8	T1	644	0,8	0,577	6,5	LOS A	5,2	36,5	0,59	0,59	0,59	52,7
Approach		659	0,8	0,577	6,5	LOS A	5,2	36,5	0,59	0,59	0,59	52,7
West: Suidwal Road												
10	L2	146	1,7	0,237	8,0	LOS A	1,2	8,4	0,59	0,75	0,59	51,2
11	T1	28	1,7	0,237	7,7	LOS A	1,2	8,4	0,59	0,75	0,59	52,0
12	R2	24	1,7	0,237	10,8	LOS B	1,2	8,4	0,59	0,75	0,59	51,6
Approach		198	1,7	0,237	8,3	LOS A	1,2	8,4	0,59	0,75	0,59	51,3
All Vehicles		1675	0,6	0,577	7,3	LOS A	5,2	36,5	0,52	0,64	0,53	52,1

Site Level of Service (LOS) Method: Delay (SIDRA). Site LOS Method is specified in the Parameter Settings dialog (Site tab).
Roundabout LOS Method: SIDRA Roundabout LOS.
Vehicle movement LOS values are based on average delay per movement.
Intersection and Approach LOS values are based on average delay for all vehicle movements.
Roundabout Capacity Model: SIDRA Standard.
SIDRA Standard Delay Model is used. Control Delay includes Geometric Delay.
Gap-Acceptance Capacity: SIDRA Standard (Akçelik M3D).
HV (%) values are calculated for All Movement Classes of All Heavy Vehicle Model Designation.

MOVEMENT SUMMARY

Site: 2 [2_PietRetief_SuidwalRd_2024ExistingMDPeakHour_Rerouting]

New Site
Site Category: (None)
Roundabout

Movement Performance - Vehicles

Mov ID	Turn	Demand Flows Total veh/h	HV %	Deg. Satn v/c	Average Delay sec	Level of Service	95% Back of Queue Vehicles veh	Distance m	Prop. Queued	Effective Stop Rate	Aver. No. Cycles	Average Speed km/h
East: Suidwal Road												
4	L2	236	0,0	0,433	11,7	LOS B	3,3	23,0	0,87	0,93	0,93	48,8
6	R2	32	0,0	0,433	14,6	LOS B	3,3	23,0	0,87	0,93	0,93	49,1
Approach		268	0,0	0,433	12,0	LOS B	3,3	23,0	0,87	0,93	0,93	48,8
North: Piet Retief Road												
7	L2	15	0,8	0,579	6,6	LOS A	5,2	36,9	0,60	0,60	0,60	51,9
8	T1	644	0,8	0,579	6,5	LOS A	5,2	36,9	0,60	0,60	0,60	52,7
Approach		659	0,8	0,579	6,5	LOS A	5,2	36,9	0,60	0,60	0,60	52,6
West: Suidwal Road												
10	L2	580	2,0	0,507	5,1	LOS A	4,3	30,8	0,21	0,51	0,21	53,0
11	T1	145	2,0	0,507	4,9	LOS A	4,3	30,8	0,21	0,51	0,21	53,9
12	R2	24	2,0	0,507	7,9	LOS A	4,3	30,8	0,21	0,51	0,21	53,5
Approach		748	2,0	0,507	5,2	LOS A	4,3	30,8	0,21	0,51	0,21	53,2
All Vehicles		1675	1,2	0,579	6,8	LOS A	5,2	36,9	0,47	0,61	0,48	52,2

Site Level of Service (LOS) Method: Delay (SIDRA). Site LOS Method is specified in the Parameter Settings dialog (Site tab).
Roundabout LOS Method: SIDRA Roundabout LOS.
Vehicle movement LOS values are based on average delay per movement.
Intersection and Approach LOS values are based on average delay for all vehicle movements.
Roundabout Capacity Model: SIDRA Standard.
SIDRA Standard Delay Model is used. Control Delay includes Geometric Delay.
Gap-Acceptance Capacity: SIDRA Standard (Akçelik M3D).
HV (%) values are calculated for All Movement Classes of All Heavy Vehicle Model Designation.



7.7	**PARKS AND OPEN SPACES: (PC: N OLAYI)**

NONE

7.8	**PLANNING AND LOCAL ECONOMIC DEVELOPMENT AND TOURISM :(PC: DEPUTY MAYOR M SLABBERT)**

7.8.1	**IDENTIFICATION OF A NEW MARKET TRADING SITES IN STELLEMNOSCH**

ITEM WILL BE DISTRIBUTED UNDER SEPARATE COVER IN DUE COURSE

7.9	**COMMUNITY SERVICES:(PC: CLLR X KALIPA)**

NONE

7.10	**RURAL MANAGEMENT AND ENVIRONMENT: (PC: CLLR C MANUEL)**

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**