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E184-07/2025**DISPOSAL OF CAPITAL ASSETS**

File Number:

Report By: LEROUXH

Item Reference Number: 13625871

PURPOSE AND BACKGROUND / DOEL EN AGTERGROND

The purpose of this Report is to obtain Council's approval for the disposal of Movable and Immovable Capital Assets that are no longer in existence. These assets have either been removed, replaced, are no longer owned by the Municipality, or have been claimed through insurance.

DISCUSSION AND MOTIVATION / BESPREKING EN MOTIVERING

It came to our attention that the assets listed in Annexure A are no longer in use by the Municipality. It is the objective of the Asset Department to ensure that the information in the Capital Asset Register is up to date and correct. The disposal of the assets is thus required to update the Capital Asset Register.

The attached Annexure A details the assets to be disposed of.

FINANCIAL IMPLICATIONS / FINANSIËLE IMPLIKASIE

The total carrying value of the Items to be disposed of amounts to R623 750.75, as detailed in Annexures A and B.

- Annexure A: An amount of R590,163.63 relates to Items disposed of during the 2024/2025 financial year. This amount will be recognised as a loss under Disposal of Property, Plant and Equipment in the Statement of Financial Performance for the 2024/2025 financial year.
- Annexure B: An amount of R 33 587.12 pertains to Items disposed of in previous financial years and that will be processed with a prior year correction.

RELEVANT LEGISLATION / RELEVANTE WETGEWING

The disposal of Capital Assets is dealt with in Section 14 of the MFMA read together with the Municipal Asset Transfer Regulations published under GNR 878 in GG 31346, promulgated in terms of Section 168 of the MFMA.

The heading of Section 14 (Disposal of Capital Assets) does not only refer to the sale of assets. The disposal of capital assets includes all kinds of disposals that must be dealt with in terms of Section 14. (In other words, a capital Item, apart from a correction of error, that is removed from the Capital Asset Register).

“14. (1) 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.”

COMMENTS FROM FINANCIAL SERVICES

No further comments.

COMMENTS FROM CORPORATE SERVICES

No further comments.

COMMENTS FROM DEVELOPMENT AND PLANNING SERVICES

No further comments.

COMMENTS FROM TECHNICAL SERVICES

No further comments.

COMMENTS FROM LEGAL SERVICES

No further comments.

COMMENTS FROM COMMUNITY SERVICES

No further comments

COMMENTS FROM MUNICIPAL MANAGER

No further comments.

RECOMMENDATION

That the capital assets listed in the annexures be disposed of from the Capital Asset Register:

- a. That Council approves the disposal of the Capital Assets, as per Annexures A and B, with a combined carrying value of R 623 750.75.

ANNEXURE A - ASSETS TO BE DISPOSED												
Property, Plant and Equipment												
Bar code	Asset Code	Description	Dept	Location	Acquisition Date	Original Cost	Acc. Depreciation	Carry Value as on 30 June 2025	Reason For disposal	Claim number	Date of loss / disposal	Year
	506716	Fence Steel palisade - Creche Civic park	5503	R8035	31/12/2007	56,735.60	55,324.83	375.77	Replaced with brick wall on		15/11/2024	2024/2025
	507217	Fence Wire Mesh (wood poles) - Hartenbos Creche	5503	R8137	01/07/2007	33,212.80	32,685.72	527.08	Unknown to user department		17/06/2025	2024/2025
	507294	Fence Wire Mesh (wood poles) - Herbertsdale Park	5582	R8149	01/07/2007	26,458.00	26,003.38	454.62	Unknown to user department		17/06/2025	2024/2025
	507318	Outside Concrete Stairs - Isazane Clinic, Van Zyl and	5503	R8131	01/07/2007	4,903.60	4,205.66	697.94	Unknown to user department		17/06/2025	2024/2025
	507368	Fence Vibracrete panels - KwaNonqaba Creche Nce	5503	R8170	01/07/2007	22,610.50	22,341.14	269.36	Replaced with Beta Fence		17/06/2025	2024/2025
	507965	Flood/Spotlight/s - Sport Fields D'Almeida	5592	R8249	01/04/2004	264,509.60	93,354.41	55,347.21	Replaced		09/05/2025	2024/2025
	519817	Ablution block Wolwedans cemetery	5582	R8127	23/06/2016	145,305.69	24,095.77	121,209.92	Demolished		30/08/2024	2024/2025
	546366	Substation Circuit Breaker 11kV Oil Insulation	4201	R9998	30/06/2003	72,536.51	28,384.99	44,151.52	Donation to Hessequa Municipality		19/06/2025	2024/2025
	11774	Electricity Medium Voltage MV Substation Circuit	6614	R9998	01/07/2003	82,495.00	35,938.45	46,556.55	Donation to Hessequa Municipality		19/06/2025	2024/2025
X010557	10557	SEKURITEIT REKENAARKAMER - B S	6612	R9993	01/07/1999	38,423.67	38,414.56	9.11	Unknown to user department		10/06/2025	2024/2025
X040290	40290	EOTON POWER WARE 9355 13.5 KW 15 KVA UPS	2223	R9993	20/06/2011	79,955.00	79,852.24	102.76	Unknown to user department		10/06/2025	2024/2025
X488836	488836	HARD DISK DRIVES FOR CAPACITY	2223	R9993	06/02/2012	25,460.00	25,149.34	310.66	Unknown to user department		10/06/2025	2024/2025
X488837	488837	HDD AND TAPE DRIVES FOR TIVOLLI BACKUP SERV	2223	R9993	14/02/2012	116,257.76	115,013.44	1,244.32	Unknown to user department		10/06/2025	2024/2025
	518837	Router Mikrotek Hex Lite	2223	R9993	21/06/2017	6,337.72	6,272.48	65.24	Unknown to user department		10/06/2025	2024/2025
X550777	550777	Routerboard SXT 5Ghz Square+Tripod	2223	R9993	13/06/2018	1,929.56	1,906.29	23.27	Unknown to user department		10/06/2025	2024/2025
	550962	Routerboard Mikrotik Groove SHN+Antenna+Cabl	2223	R9993	16/05/2018	2,726.09	2,690.60	35.49	Unknown to user department		10/06/2025	2024/2025
X551749	551749	Routerboard SXT 5Ghz Square	2223	R9993	19/06/2018	1,916.52	1,893.24	23.28	Unknown to user department		10/06/2025	2024/2025
	559214	Injector Tenda 802.3at Gigabit PoE	2223	R9993	09/03/2021	509.76	491.83	17.93	Unknown to user department		10/06/2025	2024/2025
45928	570755	Cutter Rescue Tool Battery Operated	7760	R2971	14/04/2023	169,010.34	95,881.91	73,128.43	Insurance Claim	13500689	22/06/2025	2024/2025
31720	31720	LOCKER METAL GREY	5582	R2464	14/04/2011	640.00	605.12	34.88	Insurance Claim	13501439	21/06/2025	2024/2025
	512487	CCTV Security Cameras Great Brak Municipal Yard	5582	R8095	16/05/2016	295,118.99	238,319.41	56,799.58	Insurance Claim	13501439	21/06/2025	2024/2025
48686	590880	Kettle Sunbeam 1.7L	5552	R2320	24/03/2025	279.00	9.45	269.55	Loss due to Theft		30/06/2025	2024/2025
	18620	Sewer Pump Station at Great Brak River Waste Wa	4414	R9997	01/07/1999	120,603.13	118,282.27	2,320.86	Removed		30/06/2025	2024/2025
	18621	Sewer Pump Station at Great Brak River Waste Wa	4414	R9997	01/07/1999	120,603.13	118,282.27	2,320.86	Removed		30/06/2025	2024/2025
	13140	Water Supply Bulk Water Pipeline PVC 300mm	4487	R9994	01/07/1990	338,251.57	179,728.40	148,844.49	Removed due to Road upgrades in Louis Fourie Road		01/07/2024	2024/2025
	13235	Water Supply Bulk Water Pipeline AC 300mm	4487	R9994	01/07/1989	148,785.28	102,861.08	1,404.49	Removed due to Road upgrades in Louis Fourie Road		01/07/2024	2024/2025
	13260	Water Supply Bulk Water Pipeline AC 300mm	4487	R9994	01/07/1954	45,066.14	43,330.92	212.55	Removed due to Road upgrades in Louis Fourie Road		01/07/2024	2024/2025
	13261	Water Supply Bulk Water Pipeline AC 300mm	4487	R9994	01/07/1954	9,977.02	9,592.73	47.08	Removed due to Road upgrades in Louis Fourie Road		01/07/2024	2024/2025
	13262	Water Supply Bulk Water Pipeline AC 300mm	4487	R9994	01/07/1954	33,413.77	32,127.21	157.58	Removed due to Road upgrades in Louis Fourie Road		01/07/2024	2024/2025
	13263	Water Supply Bulk Water Pipeline AC 300mm	4487	R9994	01/07/1954	9,362.58	9,002.02	44.15	Removed due to Road upgrades in Louis Fourie Road		01/07/2024	2024/2025
	13264	Water Supply Bulk Water Pipeline AC 300mm	4487	R9994	01/07/1954	147.73	142.10	0.68	Removed due to Road upgrades in Louis Fourie Road		01/07/2024	2024/2025
	493536	Pipe 110mm - Water Reticulation	4478	R9994	30/06/2007	29,764.33	6,101.54	2,698.70	Removed due to Road upgrades in Louis Fourie Road		01/07/2024	2024/2025
	493540	Pipe 110mm - Water Reticulation	4478	R9994	30/06/2007	28,882.54	7,749.51	18,476.80	Removed due to Road upgrades in Louis Fourie Road		01/07/2024	2024/2025
	11743	Electricity Medium Voltage MV Substation Battery	6614	R9998	01/07/1994	915.84	915.36	0.48	Removed		28/03/2025	2024/2025
	11745	Electricity Medium Voltage MV Substation Battery	6614	R9998	01/07/1979	508.80	508.71	0.09	Removed		28/03/2025	2024/2025
	11746	Electricity Medium Voltage MV Substation Battery	6614	R9998	01/07/1995	915.84	915.17	0.67	Removed		28/03/2025	2024/2025
	11751	Electricity Medium Voltage MV Substation Battery	6614	R9998	01/07/2003	915.84	882.06	33.78	Removed		31/05/2025	2024/2025
	11769	Electricity Medium Voltage MV Substation Battery	6614	R9998	01/07/2005	915.84	888.11	27.73	Removed		28/03/2025	2024/2025
	11835	Electricity Medium Voltage MV Substation Commo	4201	R9998	01/07/1987	33,241.51	31,992.55	1,248.96	Unknown to user department		30/06/2025	2024/2025
	11876	Electricity Medium Voltage MV Substation Power T	6614	R9998	01/07/1964	432.66	432.54	0.12	Duplicate asset		30/06/2025	2024/2025
	588760	Streetlight, Concrete-Stand alone streetlight-HPS o	4414	R9998	30/06/2000	226.58	197.31	9.40	Removed due to Road upgrades in Louis Fourie Road		01/07/2024	2024/2025
	588761	Streetlight, Concrete-Stand alone streetlight-LED	4414	R9998	30/06/2000	335.13	291.84	13.90	Removed due to Road upgrades in Louis Fourie Road		01/07/2024	2024/2025
	588762	Streetlight, Steel-Bow single-HPS or MV	4414	R9998	30/06/2000	454.37	395.68	18.84	Removed due to Road upgrades in Louis Fourie Road		01/07/2024	2024/2025
	588763	Streetlight, Steel-Bow single-HPS or MV	4414	R9998	30/06/2000	454.37	395.68	18.84	Removed due to Road upgrades in Louis Fourie Road		01/07/2024	2024/2025
	588764	Streetlight, Steel-Bow single-HPS or MV	4414	R9998	30/06/2000	454.37	395.68	18.84	Removed due to Road upgrades in Louis Fourie Road		01/07/2024	2024/2025
	588765	Streetlight, Steel-Bow single-HPS or MV	4414	R9998	30/06/2000	454.37	395.68	18.84	Removed due to Road upgrades in Louis Fourie Road		01/07/2024	2024/2025
	588766	Streetlight, Steel-Bow single-HPS or MV	4414	R9998	30/06/2000	454.37	395.68	18.83	Removed due to Road upgrades in Louis Fourie Road		01/07/2024	2024/2025

	588767	Streetlight, Steel-Bow single-HPS or MV	4414	R9998	30/06/2000	454.37	395.68	18.83	Removed due to Road upgrades in Louis Fourie Road		01/07/2024	2024/2025
	588768	Streetlight, Steel-Bow single-HPS or MV	4414	R9998	30/06/2000	454.37	395.68	18.83	Removed due to Road upgrades in Louis Fourie Road		01/07/2024	2024/2025
	588769	Streetlight, Steel-Bow single-HPS or MV	4414	R9998	30/06/2000	454.37	395.68	18.83	Removed due to Road upgrades in Louis Fourie Road		01/07/2024	2024/2025
	588770	Streetlight, Concrete-Stand alone streetlight-HPS o	4414	R9998	30/06/2000	226.58	197.31	9.39	Removed due to Road upgrades in Louis Fourie Road		01/07/2024	2024/2025
	588771	Streetlight, Concrete-Stand alone streetlight-HPS o	4414	R9998	30/06/2000	226.58	197.31	9.39	Removed due to Road upgrades in Louis Fourie Road		01/07/2024	2024/2025
	588772	Streetlight, Concrete-Stand alone streetlight-HPS o	4414	R9998	30/06/2000	226.58	197.31	9.39	Removed due to Road upgrades in Louis Fourie Road		01/07/2024	2024/2025
	588773	Streetlight, Concrete-Post top streetlight-HPS or M	4414	R9998	30/06/2000	242.81	211.44	10.07	Removed due to Road upgrades in Louis Fourie Road		01/07/2024	2024/2025
	588774	Streetlight, Concrete-Bow single-LED	4414	R9998	30/06/2000	530.66	462.12	21.99	Removed due to Road upgrades in Louis Fourie Road		01/07/2024	2024/2025
	588775	Streetlight, Steel-Bow single-LED	4414	R9998	30/06/2000	530.66	462.12	21.99	Removed due to Road upgrades in Louis Fourie Road		01/07/2024	2024/2025
	588776	Streetlight, Concrete-Bow single-LED	4414	R9998	30/06/2000	530.66	462.12	21.99	Removed due to Road upgrades in Louis Fourie Road		01/07/2024	2024/2025
	588777	Streetlight, Steel-Bow single-LED	4414	R9998	30/06/2000	530.66	462.12	21.99	Removed due to Road upgrades in Louis Fourie Road		01/07/2024	2024/2025
	588778	Streetlight, Concrete-Bow single-LED	4414	R9998	30/06/2000	530.66	462.12	21.99	Removed due to Road upgrades in Louis Fourie Road		01/07/2024	2024/2025
	588779	Streetlight, Steel-Bow single-LED	4414	R9998	30/06/2000	530.66	462.12	21.99	Removed due to Road upgrades in Louis Fourie Road		01/07/2024	2024/2025
	588780	Streetlight, Steel-Bow single-LED	4414	R9998	30/06/2000	530.66	462.12	21.99	Removed due to Road upgrades in Louis Fourie Road		01/07/2024	2024/2025
	588781	Streetlight, Steel-Bow single-LED	4414	R9998	30/06/2000	530.66	462.12	21.99	Removed due to Road upgrades in Louis Fourie Road		01/07/2024	2024/2025
	588782	Streetlight, Steel-Bow single-LED	4414	R9998	30/06/2000	530.66	462.12	21.99	Removed due to Road upgrades in Louis Fourie Road		01/07/2024	2024/2025
	588783	Streetlight, Steel-Bow single-LED	4414	R9998	30/06/2000	530.66	462.12	21.99	Removed due to Road upgrades in Louis Fourie Road		01/07/2024	2024/2025
	588784	Streetlight, Steel-Bow single-LED	4414	R9998	30/06/2000	530.66	462.12	21.99	Removed due to Road upgrades in Louis Fourie Road		01/07/2024	2024/2025
	588785	Streetlight, Concrete-Stand alone streetlight-LED	4414	R9998	30/06/2000	335.13	291.84	13.89	Removed due to Road upgrades in Louis Fourie Road		01/07/2024	2024/2025
	588786	Streetlight, Concrete-Stand alone streetlight-HPS o	4414	R9998	30/06/2000	226.58	197.31	9.39	Removed due to Road upgrades in Louis Fourie Road		01/07/2024	2024/2025
	588787	Streetlight, Concrete-Stand alone streetlight-HPS o	4414	R9998	30/06/2000	226.58	197.31	9.39	Removed due to Road upgrades in Louis Fourie Road		01/07/2024	2024/2025
	588788	Streetlight, Concrete-Stand alone streetlight-HPS o	4414	R9998	30/06/2000	226.58	197.31	9.39	Removed due to Road upgrades in Louis Fourie Road		01/07/2024	2024/2025
	588789	Streetlight, Concrete-Stand alone streetlight-LED	4414	R9998	30/06/2000	335.13	291.84	13.89	Removed due to Road upgrades in Louis Fourie Road		01/07/2024	2024/2025
	588790	Streetlight, Concrete-Post top streetlight-HPS or M	4414	R9998	30/06/2000	242.81	211.44	10.07	Removed due to Road upgrades in Louis Fourie Road		01/07/2024	2024/2025
	588791	Streetlight, Concrete-Post top streetlight-HPS or M	4414	R9998	30/06/2000	242.81	211.44	10.07	Removed due to Road upgrades in Louis Fourie Road		01/07/2024	2024/2025
	588792	Streetlight, Concrete-Stand alone streetlight-HPS o	4414	R9998	30/06/2000	226.58	197.31	9.39	Removed due to Road upgrades in Louis Fourie Road		01/07/2024	2024/2025
	588793	Streetlight, Concrete-Stand alone streetlight-HPS o	4414	R9998	30/06/2000	226.58	197.31	9.39	Removed due to Road upgrades in Louis Fourie Road		01/07/2024	2024/2025
	588794	Streetlight, Concrete-Stand alone streetlight-HPS o	4414	R9998	30/06/2000	226.58	197.31	9.39	Removed due to Road upgrades in Louis Fourie Road		01/07/2024	2024/2025
	588795	Streetlight, Concrete-Stand alone streetlight-HPS o	4414	R9998	30/06/2000	226.58	197.31	9.39	Removed due to Road upgrades in Louis Fourie Road		01/07/2024	2024/2025
	588796	Streetlight, Steel-Bow single-HPS or MV	4414	R9998	30/06/2000	454.37	395.68	18.83	Removed due to Road upgrades in Louis Fourie Road		01/07/2024	2024/2025
	588797	Streetlight, Steel-Bow single-HPS or MV	4414	R9998	30/06/2000	454.37	395.68	18.83	Removed due to Road upgrades in Louis Fourie Road		01/07/2024	2024/2025
	588798	Streetlight, Steel-Bow single-HPS or MV	4414	R9998	30/06/2000	454.37	395.68	18.83	Removed due to Road upgrades in Louis Fourie Road		01/07/2024	2024/2025
	590669	Regulatory sign - speed limit, Access road	4468	R9995	28/08/2024	2,700.40	324.34	2,376.06	Vandalism - During verification noted that sign was removed		12/05/2025	2024/2025
	590675	Traffic sign - Speedbump, Access road	4468	R9995	28/08/2024	2,905.20	348.94	2,556.26	Vandalism - During verification noted that sign was removed		12/05/2025	2024/2025
	590679	Traffic sign - no parking, Access road	4468	R9995	28/08/2024	2,905.20	348.94	2,556.26	Vandalism - During verification noted that sign was removed		12/05/2025	2024/2025
	590682	Traffic sign - no parking, Access road	4468	R9995	28/08/2024	2,905.20	348.94	2,556.26	Vandalism - During verification noted that sign was removed		12/05/2025	2024/2025

2,396,512.79	1,607,056.02	590,163.63
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ANNEXURE B - ASSETS TO BE DISPOSED FROM PREVIOUS YEARS

Property, Plant and Equipment											
Asset Code	Description	Dept	Location	Acquisition Date	Original Cost	Acc. Depreciation	Carry Value as on 30 June 2025	Reason For disposal	Claim number	Date of loss / disposal	Year
506726	Fence Wooden Rounded Pole - Creche Sunbeam	5503	R8038	30/09/2011	1,785.40	1,765.59	19.81	Replaced with Beta Fence		22/07/2015	2015/2016
506729	Fence Wooden Rounded Pole - Creche Sunbeam	5503	R8038	30/09/2011	4,017.20	3,972.61	44.59	Replaced with Beta Fence		22/07/2015	2015/2016
506733	Fence Wooden Rounded Pole - Creche Sunbeam	5503	R8038	30/09/2011	1,818.50	1,798.32	20.18	Replaced with Beta Fence		22/07/2015	2015/2016
506734	Fence Wooden Rounded Pole - Creche Sunbeam	5503	R8038	31/12/2007	2,810.40	2,778.48	31.92	Replaced with Beta Fence		22/07/2015	2015/2016
506735	Fence Wire Mesh (wood poles) - Creche Sunbeam	5503	R8038	31/12/2007	47,051.40	46,517.07	534.33	Replaced with Beta Fence		22/07/2015	2015/2016
507369	Fence Wire Mesh (wood poles) - KwaNongaba Creche	5503	R8170	01/07/2007	22,771.20	22,677.08	94.12	Replaced with Beta Fence		23/09/2015	2015/2016
11753	Electricity Medium Voltage MV Substation Battery	6614	R9998	01/07/1997	915.84	914.10	1.74	Removed		30/04/2022	2021/2022
11767	Electricity Medium Voltage MV Substation Battery	6614	R9998	01/07/1993	610.56	601.88	8.68	Removed		30/06/2018	2017/2018
525048	Mossel Bay LV Conductors Overhead LVCOH-0438	4201	R9998	30/06/1974	301.94	297.11	4.83	Replaced		30/06/2017	2016/2017
525049	Mossel Bay LV Conductors Overhead LVCOH-0438	4201	R9998	30/06/1974	382.67	376.62	6.05	Replaced		30/06/2017	2016/2017
525050	Mossel Bay LV Conductors Overhead LVCOH-0438	4201	R9998	30/06/1974	360.22	354.45	5.77	Replaced		30/06/2017	2016/2017
525051	Mossel Bay LV Conductors Overhead LVCOH-0438	4201	R9998	30/06/1974	379.90	373.85	6.05	Replaced		30/06/2017	2016/2017
525052	Mossel Bay LV Conductors Overhead LVCOH-0438	4201	R9998	30/06/1974	304.81	299.96	4.85	Replaced		30/06/2017	2016/2017
538867	Hartenbos Streetlight SLIGHT-0012	4201	R9998	30/06/2000	699.27	651.17	48.10	Situated inside a private development		30/06/2000	2019/2020
538878	Reebok Streetlight SLIGHT-0023	4201	R9998	30/06/2000	699.27	651.17	48.10	Situated inside a private development		30/06/2000	2019/2020
538886	Heiderand Streetlight SLIGHT-0031	4201	R9998	30/06/2000	699.27	651.17	48.10	Situated inside a private development		30/06/2000	2019/2020
538901	Hartenbos Streetlight SLIGHT-0046	4201	R9998	30/06/2000	699.27	651.17	48.10	Situated inside a private development		30/06/2000	2019/2020
538915	Hartenbos Streetlight SLIGHT-0060	4201	R9998	30/06/2000	699.27	651.17	48.10	Situated inside a private development		30/06/2000	2019/2020
538916	Heiderand Streetlight SLIGHT-0061	4201	R9998	30/06/2000	699.27	651.17	48.10	Situated inside a private development		30/06/2000	2019/2020
538927	Groot Brak River Streetlight SLIGHT-0072	4201	R9998	30/06/2000	699.27	651.17	48.10	Situated inside a private development		30/06/2000	2019/2020
538936	Hartenbos Streetlight SLIGHT-0081	4201	R9998	30/06/2000	699.27	651.17	48.10	Situated inside a private development		30/06/2000	2019/2020
538943	Reebok Streetlight SLIGHT-0088	4201	R9998	30/06/2000	699.27	651.17	48.10	Situated inside a private development		30/06/2000	2019/2020
538948	Hartenbos Streetlight SLIGHT-0094	4201	R9998	30/06/2000	699.27	651.17	48.10	Situated inside a private development		30/06/2000	2019/2020
538953	Reebok Streetlight SLIGHT-0099	4201	R9998	30/06/2000	699.27	651.17	48.10	Situated inside a private development		30/06/2000	2019/2020
538954	Hartenbos Streetlight SLIGHT-0100	4201	R9998	30/06/2000	699.27	651.17	48.10	Situated inside a private development		30/06/2000	2019/2020
538976	Dana Bay Streetlight SLIGHT-0122	4201	R9998	30/06/2000	699.27	651.17	48.10	Situated inside a private development		30/06/2000	2019/2020
538984	Hartenbos Streetlight SLIGHT-0130	4201	R9998	30/06/2000	699.27	651.17	48.10	Situated inside a private development		30/06/2000	2019/2020
538991	Hartenbos Streetlight SLIGHT-0137	4201	R9998	30/06/2000	699.27	651.17	48.10	Situated inside a private development		30/06/2000	2019/2020
538994	Heiderand Streetlight SLIGHT-0140	4201	R9998	30/06/2000	699.27	651.17	48.10	Situated inside a private development		30/06/2000	2019/2020
539008	Heiderand Streetlight SLIGHT-0154	4201	R9998	30/06/2000	699.27	651.17	48.10	Situated inside a private development		30/06/2000	2019/2020
539020	Hartenbos Streetlight SLIGHT-0166	4201	R9998	30/06/2000	699.27	651.17	48.10	Situated inside a private development		30/06/2000	2019/2020
539022	Hartenbos Streetlight SLIGHT-0168	4201	R9998	30/06/2000	699.27	651.17	48.10	Situated inside a private development		30/06/2000	2019/2020
539029	Heiderand Streetlight SLIGHT-0175	4201	R9998	30/06/2000	699.27	651.17	48.10	Situated inside a private development		30/06/2000	2019/2020
539043	Dana Bay Streetlight SLIGHT-0192	4201	R9998	30/06/2000	699.27	651.17	48.10	Situated inside a private development		30/06/2000	2019/2020
539048	Hartenbos Streetlight SLIGHT-0197	4201	R9998	30/06/2000	699.27	651.17	48.10	Situated inside a private development		30/06/2000	2019/2020
539049	Hartenbos Streetlight SLIGHT-0198	4201	R9998	30/06/2000	699.27	651.17	48.10	Situated inside a private development		30/06/2000	2019/2020
539058	Hartenbos Streetlight SLIGHT-0208	4201	R9998	30/06/2000	699.27	651.17	48.10	Situated inside a private development		30/06/2000	2019/2020
539059	Hartenbos Streetlight SLIGHT-0209	4201	R9998	30/06/2000	699.27	651.17	48.10	Situated inside a private development		30/06/2000	2019/2020
539062	Dana Bay Streetlight SLIGHT-0212	4201	R9998	30/06/2000	699.27	651.17	48.10	Situated inside a private development		30/06/2000	2019/2020
539075	Groot Brak River Streetlight SLIGHT-0225	4201	R9998	30/06/2000	699.27	651.17	48.10	Situated inside a private development		30/06/2000	2019/2020

539083	Heiderand Streetlight SLIGHT-0234	4201	R9998	30/06/2000	699.27	651.17	48.10	Situated inside a private development		30/06/2000	2019/2020
539087	Heiderand Streetlight SLIGHT-0238	4201	R9998	30/06/2000	699.27	651.17	48.10	Situated inside a private development		30/06/2000	2019/2020
539089	Hartenbos Streetlight SLIGHT-0241	4201	R9998	30/06/2000	699.27	651.17	48.10	Situated inside a private development		30/06/2000	2019/2020
539098	Groot Brak River Streetlight SLIGHT-0250	4201	R9998	30/06/2000	699.27	651.17	48.10	Situated inside a private development		30/06/2000	2019/2020
539104	Reebok Streetlight SLIGHT-0259	4201	R9998	30/06/2000	699.27	651.17	48.10	Situated inside a private development		30/06/2000	2019/2020
539105	Hartenbos Streetlight SLIGHT-0260	4201	R9998	30/06/2000	699.27	651.17	48.10	Situated inside a private development		30/06/2000	2019/2020
539108	Heiderand Streetlight SLIGHT-0263	4201	R9998	30/06/2000	699.27	651.17	48.10	Situated inside a private development		30/06/2000	2019/2020
539109	Hartenbos Streetlight SLIGHT-0264	4201	R9998	30/06/2000	699.27	651.17	48.10	Situated inside a private development		30/06/2000	2019/2020
539125	Reebok Streetlight SLIGHT-0281	4201	R9998	30/06/2000	699.27	651.17	48.10	Situated inside a private development		30/06/2000	2019/2020
539129	Reebok Streetlight SLIGHT-0285	4201	R9998	30/06/2000	699.27	651.17	48.10	Situated inside a private development		30/06/2000	2019/2020
539139	Heiderand Streetlight SLIGHT-0295	4201	R9998	30/06/2000	699.27	651.17	48.10	Situated inside a private development		30/06/2000	2019/2020
539145	Hartenbos Streetlight SLIGHT-0301	4201	R9998	30/06/2000	699.27	651.17	48.10	Situated inside a private development		30/06/2000	2019/2020
539168	Heiderand Streetlight SLIGHT-0327	4201	R9998	30/06/2000	699.27	651.17	48.10	Situated inside a private development		30/06/2000	2019/2020
539184	Heiderand Streetlight SLIGHT-0344	4201	R9998	30/06/2000	699.27	651.17	48.10	Situated inside a private development		30/06/2000	2019/2020
539188	Groot Brak River Streetlight SLIGHT-0348	4201	R9998	30/06/2000	699.27	651.17	48.10	Situated inside a private development		30/06/2000	2019/2020
539191	Groot Brak River Streetlight SLIGHT-0351	4201	R9998	30/06/2000	699.27	651.17	48.10	Situated inside a private development		30/06/2000	2019/2020
539192	Heiderand Streetlight SLIGHT-0352	4201	R9998	30/06/2000	699.27	651.17	48.10	Situated inside a private development		30/06/2000	2019/2020
539200	Hartenbos Streetlight SLIGHT-0360	4201	R9998	30/06/2000	699.27	651.17	48.10	Situated inside a private development		30/06/2000	2019/2020
539202	Reebok Streetlight SLIGHT-0362	4201	R9998	30/06/2000	699.27	651.17	48.10	Situated inside a private development		30/06/2000	2019/2020
539207	Heiderand Streetlight SLIGHT-0367	4201	R9998	30/06/2000	699.27	651.17	48.10	Situated inside a private development		30/06/2000	2019/2020
539208	Hartenbos Streetlight SLIGHT-0368	4201	R9998	30/06/2000	699.27	651.17	48.10	Situated inside a private development		30/06/2000	2019/2020
539218	Hartenbos Streetlight SLIGHT-0378	4201	R9998	30/06/2000	699.27	651.17	48.10	Situated inside a private development		30/06/2000	2019/2020
539231	Hartenbos Streetlight SLIGHT-0391	4201	R9998	30/06/2000	699.27	651.17	48.10	Situated inside a private development		30/06/2000	2019/2020
539243	Hartenbos Streetlight SLIGHT-0404	4201	R9998	30/06/2000	699.27	651.17	48.10	Situated inside a private development		30/06/2000	2019/2020
539245	Heiderand Streetlight SLIGHT-0407	4201	R9998	30/06/2000	699.27	651.17	48.10	Situated inside a private development		30/06/2000	2019/2020
539251	Heiderand Streetlight SLIGHT-0414	4201	R9998	30/06/2000	699.27	651.17	48.10	Situated inside a private development		30/06/2000	2019/2020
539253	Reebok Streetlight SLIGHT-0417	4201	R9998	30/06/2000	699.27	651.17	48.10	Situated inside a private development		30/06/2000	2019/2020
539259	Heiderand Streetlight SLIGHT-0424	4201	R9998	30/06/2000	699.27	651.17	48.10	Situated inside a private development		30/06/2000	2019/2020
539262	Hartenbos Streetlight SLIGHT-0427	4201	R9998	30/06/2000	699.27	651.17	48.10	Situated inside a private development		30/06/2000	2019/2020
539286	Groot Brak River Streetlight SLIGHT-0452	4201	R9998	30/06/2000	699.27	651.17	48.10	Situated inside a private development		30/06/2000	2019/2020
539287	Hartenbos Streetlight SLIGHT-0453	4201	R9998	30/06/2000	699.27	651.17	48.10	Situated inside a private development		30/06/2000	2019/2020
539294	Groot Brak River Streetlight SLIGHT-0460	4201	R9998	30/06/2000	699.27	651.17	48.10	Situated inside a private development		30/06/2000	2019/2020
539297	Hartenbos Streetlight SLIGHT-0463	4201	R9998	30/06/2000	699.27	651.17	48.10	Situated inside a private development		30/06/2000	2019/2020
539322	Reebok Streetlight SLIGHT-0489	4201	R9998	30/06/2000	699.27	651.17	48.10	Situated inside a private development		30/06/2000	2019/2020
539334	Hartenbos Streetlight SLIGHT-0502	4201	R9998	30/06/2000	699.27	651.17	48.10	Situated inside a private development		30/06/2000	2019/2020
539337	Hartenbos Streetlight SLIGHT-0505	4201	R9998	30/06/2000	699.27	651.17	48.10	Situated inside a private development		30/06/2000	2019/2020
539342	Reebok Streetlight SLIGHT-0510	4201	R9998	30/06/2000	699.27	651.17	48.10	Situated inside a private development		30/06/2000	2019/2020
539344	Hartenbos Streetlight SLIGHT-0512	4201	R9998	30/06/2000	699.27	651.17	48.10	Situated inside a private development		30/06/2000	2019/2020
539350	Hartenbos Streetlight SLIGHT-0518	4201	R9998	30/06/2000	699.27	651.17	48.10	Situated inside a private development		30/06/2000	2019/2020
539358	Hartenbos Streetlight SLIGHT-0526	4201	R9998	30/06/2000	699.27	651.17	48.10	Situated inside a private development		30/06/2000	2019/2020
539363	Hartenbos Streetlight SLIGHT-0531	4201	R9998	30/06/2000	699.27	651.17	48.10	Situated inside a private development		30/06/2000	2019/2020
539370	Heiderand Streetlight SLIGHT-0539	4201	R9998	30/06/2000	699.27	651.17	48.10	Situated inside a private development		30/06/2000	2019/2020
539375	Heiderand Streetlight SLIGHT-0544	4201	R9998	30/06/2000	699.27	651.17	48.10	Situated inside a private development		30/06/2000	2019/2020
539388	Heiderand Streetlight SLIGHT-0559	4201	R9998	30/06/2000	699.27	651.17	48.10	Situated inside a private development		30/06/2000	2019/2020
539392	Reebok Streetlight SLIGHT-0563	4201	R9998	30/06/2000	699.27	651.17	48.10	Situated inside a private development		30/06/2000	2019/2020
539403	Heiderand Streetlight SLIGHT-0575	4201	R9998	30/06/2000	699.27	651.17	48.10	Situated inside a private development		30/06/2000	2019/2020
539405	Heiderand Streetlight SLIGHT-0577	4201	R9998	30/06/2000	699.27	651.17	48.10	Situated inside a private development		30/06/2000	2019/2020

539410	Dana Bay Streetlight SLIGHT-0582	4201	R9998	30/06/2000	699.27	651.17	48.10	Situated inside a private development		30/06/2000	2019/2020
539413	Hartenbos Streetlight SLIGHT-0585	4201	R9998	30/06/2000	699.27	651.17	48.10	Situated inside a private development		30/06/2000	2019/2020
539416	Heiderand Streetlight SLIGHT-0588	4201	R9998	30/06/2000	699.27	651.17	48.10	Situated inside a private development		30/06/2000	2019/2020
539430	Hartenbos Streetlight SLIGHT-0603	4201	R9998	30/06/2000	699.27	651.17	48.10	Situated inside a private development		30/06/2000	2019/2020
539433	Hartenbos Streetlight SLIGHT-0606	4201	R9998	30/06/2000	699.27	651.17	48.10	Situated inside a private development		30/06/2000	2019/2020
539449	Reebok Streetlight SLIGHT-0623	4201	R9998	30/06/2000	699.27	651.17	48.10	Situated inside a private development		30/06/2000	2019/2020
539460	Hartenbos Streetlight SLIGHT-0634	4201	R9998	30/06/2000	699.27	651.17	48.10	Situated inside a private development		30/06/2000	2019/2020
539469	Hartenbos Streetlight SLIGHT-0643	4201	R9998	30/06/2000	699.27	651.17	48.10	Situated inside a private development		30/06/2000	2019/2020
539478	Heiderand Streetlight SLIGHT-0652	4201	R9998	30/06/2000	699.27	651.17	48.10	Situated inside a private development		30/06/2000	2019/2020
539497	Hartenbos Streetlight SLIGHT-0672	4201	R9998	30/06/2000	699.27	651.17	48.10	Situated inside a private development		30/06/2000	2019/2020
539499	Heiderand Streetlight SLIGHT-0674	4201	R9998	30/06/2000	699.27	651.17	48.10	Situated inside a private development		30/06/2000	2019/2020
539511	Reebok Streetlight SLIGHT-0687	4201	R9998	30/06/2000	699.27	651.17	48.10	Situated inside a private development		30/06/2000	2019/2020
539516	Hartenbos Streetlight SLIGHT-0694	4201	R9998	30/06/2000	699.27	651.17	48.10	Situated inside a private development		30/06/2000	2019/2020
539545	Groot Brak River Streetlight SLIGHT-0723	4201	R9998	30/06/2000	699.27	651.17	48.10	Situated inside a private development		30/06/2000	2019/2020
539550	Hartenbos Streetlight SLIGHT-0728	4201	R9998	30/06/2000	699.27	651.17	48.10	Situated inside a private development		30/06/2000	2019/2020
539557	Reebok Streetlight SLIGHT-0735	4201	R9998	30/06/2000	699.27	651.17	48.10	Situated inside a private development		30/06/2000	2019/2020
539561	Reebok Streetlight SLIGHT-0739	4201	R9998	30/06/2000	699.27	651.17	48.10	Situated inside a private development		30/06/2000	2019/2020
539566	Reebok Streetlight SLIGHT-0744	4201	R9998	30/06/2000	699.27	651.17	48.10	Situated inside a private development		30/06/2000	2019/2020
539575	Hartenbos Streetlight SLIGHT-0753	4201	R9998	30/06/2000	699.27	651.17	48.10	Situated inside a private development		30/06/2000	2019/2020
539577	Hartenbos Streetlight SLIGHT-0755	4201	R9998	30/06/2000	699.27	651.17	48.10	Situated inside a private development		30/06/2000	2019/2020
539590	Heiderand Streetlight SLIGHT-0768	4201	R9998	30/06/2000	699.27	651.17	48.10	Situated inside a private development		30/06/2000	2019/2020
539595	Groot Brak River Streetlight SLIGHT-0773	4201	R9998	30/06/2000	699.27	651.17	48.10	Situated inside a private development		30/06/2000	2019/2020
539597	Heiderand Streetlight SLIGHT-0775	4201	R9998	30/06/2000	699.27	651.17	48.10	Situated inside a private development		30/06/2000	2019/2020
539602	Heiderand Streetlight SLIGHT-0780	4201	R9998	30/06/2000	699.27	651.17	48.10	Situated inside a private development		30/06/2000	2019/2020
539603	Dana Bay Streetlight SLIGHT-0781	4201	R9998	30/06/2000	699.27	651.17	48.10	Situated inside a private development		30/06/2000	2019/2020
539607	Reebok Streetlight SLIGHT-0785	4201	R9998	30/06/2000	699.27	651.17	48.10	Situated inside a private development		30/06/2000	2019/2020
539614	Groot Brak River Streetlight SLIGHT-0792	4201	R9998	30/06/2000	699.27	651.17	48.10	Situated inside a private development		30/06/2000	2019/2020
539618	Reebok Streetlight SLIGHT-0796	4201	R9998	30/06/2000	699.27	651.17	48.10	Situated inside a private development		30/06/2000	2019/2020
539621	Hartenbos Streetlight SLIGHT-0799	4201	R9998	30/06/2000	699.27	651.17	48.10	Situated inside a private development		30/06/2000	2019/2020
539632	Heiderand Streetlight SLIGHT-0810	4201	R9998	30/06/2000	699.27	651.17	48.10	Situated inside a private development		30/06/2000	2019/2020
539642	Hartenbos Streetlight SLIGHT-0821	4201	R9998	30/06/2000	699.27	651.17	48.10	Situated inside a private development		30/06/2000	2019/2020
539643	Groot Brak River Streetlight SLIGHT-0822	4201	R9998	30/06/2000	699.27	651.17	48.10	Situated inside a private development		30/06/2000	2019/2020
539647	Reebok Streetlight SLIGHT-0826	4201	R9998	30/06/2000	699.27	651.17	48.10	Situated inside a private development		30/06/2000	2019/2020
539656	Heiderand Streetlight SLIGHT-0835	4201	R9998	30/06/2000	699.27	651.17	48.10	Situated inside a private development		30/06/2000	2019/2020
539657	Groot Brak River Streetlight SLIGHT-0836	4201	R9998	30/06/2000	699.27	651.17	48.10	Situated inside a private development		30/06/2000	2019/2020
539677	Heiderand Streetlight SLIGHT-0857	4201	R9998	30/06/2000	699.27	651.17	48.10	Situated inside a private development		30/06/2000	2019/2020
539683	Reebok Streetlight SLIGHT-0863	4201	R9998	30/06/2000	699.27	651.17	48.10	Situated inside a private development		30/06/2000	2019/2020
539723	Reebok Streetlight SLIGHT-0905	4201	R9998	30/06/2000	699.27	651.17	48.10	Situated inside a private development		30/06/2000	2019/2020
539724	Heiderand Streetlight SLIGHT-0906	4201	R9998	30/06/2000	699.27	651.17	48.10	Situated inside a private development		30/06/2000	2019/2020
539726	Groot Brak River Streetlight SLIGHT-0908	4201	R9998	30/06/2000	699.27	651.17	48.10	Situated inside a private development		30/06/2000	2019/2020
539730	Hartenbos Streetlight SLIGHT-0912	4201	R9998	30/06/2000	699.27	651.17	48.10	Situated inside a private development		30/06/2000	2019/2020
539731	Heiderand Streetlight SLIGHT-0913	4201	R9998	30/06/2000	699.27	651.17	48.10	Situated inside a private development		30/06/2000	2019/2020
539749	Heiderand Streetlight SLIGHT-0933	4201	R9998	30/06/2000	699.27	651.17	48.10	Situated inside a private development		30/06/2000	2019/2020
539758	Hartenbos Streetlight SLIGHT-0943	4201	R9998	30/06/2000	699.27	651.17	48.10	Situated inside a private development		30/06/2000	2019/2020
539759	Heiderand Streetlight SLIGHT-0944	4201	R9998	30/06/2000	699.27	651.17	48.10	Situated inside a private development		30/06/2000	2019/2020
539802	Reebok Streetlight SLIGHT-0987	4201	R9998	30/06/2000	699.27	651.17	48.10	Situated inside a private development		30/06/2000	2019/2020
539805	Groot Brak River Streetlight SLIGHT-0990	4201	R9998	30/06/2000	699.27	651.17	48.10	Situated inside a private development		30/06/2000	2019/2020

[illegible]

[illegible]

540512	Heiderand Streetlight SLIGHT-1731	4201	R9998	30/06/2000	699.27	651.17	48.10	Situated inside a private development		30/06/2000	2019/2020
540521	Dana Bay Streetlight SLIGHT-1740	4201	R9998	30/06/2000	699.27	651.17	48.10	Situated inside a private development		30/06/2000	2019/2020
540532	Heiderand Streetlight SLIGHT-1753	4201	R9998	30/06/2000	699.27	651.17	48.10	Situated inside a private development		30/06/2000	2019/2020
540535	Reebok Streetlight SLIGHT-1757	4201	R9998	30/06/2000	699.27	651.17	48.10	Situated inside a private development		30/06/2000	2019/2020
540549	Reebok Streetlight SLIGHT-1771	4201	R9998	30/06/2000	699.27	651.17	48.10	Situated inside a private development		30/06/2000	2019/2020
540553	Heiderand Streetlight SLIGHT-1775	4201	R9998	30/06/2000	699.27	651.17	48.10	Situated inside a private development		30/06/2000	2019/2020
540557	Reebok Streetlight SLIGHT-1779	4201	R9998	30/06/2000	699.27	651.17	48.10	Situated inside a private development		30/06/2000	2019/2020
540571	Heiderand Streetlight SLIGHT-1793	4201	R9998	30/06/2000	699.27	651.17	48.10	Situated inside a private development		30/06/2000	2019/2020
540573	Dana Bay Streetlight SLIGHT-1795	4201	R9998	30/06/2000	699.27	651.17	48.10	Situated inside a private development		30/06/2000	2019/2020
540574	Hartenbos Streetlight SLIGHT-1796	4201	R9998	30/06/2000	699.27	651.17	48.10	Situated inside a private development		30/06/2000	2019/2020
540580	Dana Bay Streetlight SLIGHT-1802	4201	R9998	30/06/2000	699.27	651.17	48.10	Situated inside a private development		30/06/2000	2019/2020
540581	Reebok Streetlight SLIGHT-1803	4201	R9998	30/06/2000	699.27	651.17	48.10	Situated inside a private development		30/06/2000	2019/2020
540587	Groot Brak River Streetlight SLIGHT-1810	4201	R9998	30/06/2000	699.27	651.17	48.10	Situated inside a private development		30/06/2000	2019/2020
540600	Hartenbos Streetlight SLIGHT-1823	4201	R9998	30/06/2000	699.27	651.17	48.10	Situated inside a private development		30/06/2000	2019/2020
540609	Heiderand Streetlight SLIGHT-1834	4201	R9998	30/06/2000	699.27	651.17	48.10	Situated inside a private development		30/06/2000	2019/2020
540621	Heiderand Streetlight SLIGHT-1847	4201	R9998	30/06/2000	699.27	651.17	48.10	Situated inside a private development		30/06/2000	2019/2020
540628	Hartenbos Streetlight SLIGHT-1854	4201	R9998	30/06/2000	699.27	651.17	48.10	Situated inside a private development		30/06/2000	2019/2020
540641	Hartenbos Streetlight SLIGHT-1868	4201	R9998	30/06/2000	699.27	651.17	48.10	Situated inside a private development		30/06/2000	2019/2020
540665	Hartenbos Streetlight SLIGHT-1893	4201	R9998	30/06/2000	699.27	651.17	48.10	Situated inside a private development		30/06/2000	2019/2020
540668	Heiderand Streetlight SLIGHT-1897	4201	R9998	30/06/2000	699.27	651.17	48.10	Situated inside a private development		30/06/2000	2019/2020
540669	Hartenbos Streetlight SLIGHT-1898	4201	R9998	30/06/2000	699.27	651.17	48.10	Situated inside a private development		30/06/2000	2019/2020
540672	Heiderand Streetlight SLIGHT-1901	4201	R9998	30/06/2000	699.27	651.17	48.10	Situated inside a private development		30/06/2000	2019/2020
540680	Hartenbos Streetlight SLIGHT-1912	4201	R9998	30/06/2000	699.27	651.17	48.10	Situated inside a private development		30/06/2000	2019/2020
540695	Heiderand Streetlight SLIGHT-1927	4201	R9998	30/06/2000	699.27	651.17	48.10	Situated inside a private development		30/06/2000	2019/2020
540706	Hartenbos Streetlight SLIGHT-1938	4201	R9998	30/06/2000	699.27	651.17	48.10	Situated inside a private development		30/06/2000	2019/2020
540707	Hartenbos Streetlight SLIGHT-1939	4201	R9998	30/06/2000	699.27	651.17	48.10	Situated inside a private development		30/06/2000	2019/2020
540708	Hartenbos Streetlight SLIGHT-1940	4201	R9998	30/06/2000	699.27	651.17	48.10	Situated inside a private development		30/06/2000	2019/2020
540714	Hartenbos Streetlight SLIGHT-1947	4201	R9998	30/06/2000	699.27	651.17	48.10	Situated inside a private development		30/06/2000	2019/2020
540722	Dana Bay Streetlight SLIGHT-1957	4201	R9998	30/06/2000	699.27	651.17	48.10	Situated inside a private development		30/06/2000	2019/2020
540727	Hartenbos Streetlight SLIGHT-1962	4201	R9998	30/06/2000	699.27	651.17	48.10	Situated inside a private development		30/06/2000	2019/2020
540730	Hartenbos Streetlight SLIGHT-1965	4201	R9998	30/06/2000	699.27	651.17	48.10	Situated inside a private development		30/06/2000	2019/2020
540733	Dana Bay Streetlight SLIGHT-1968	4201	R9998	30/06/2000	699.27	651.17	48.10	Situated inside a private development		30/06/2000	2019/2020
540736	Groot Brak River Streetlight SLIGHT-1971	4201	R9998	30/06/2000	699.27	651.17	48.10	Situated inside a private development		30/06/2000	2019/2020
540743	Hartenbos Streetlight SLIGHT-1979	4201	R9998	30/06/2000	699.27	651.17	48.10	Situated inside a private development		30/06/2000	2019/2020
540744	Hartenbos Streetlight SLIGHT-1980	4201	R9998	30/06/2000	699.27	651.17	48.10	Situated inside a private development		30/06/2000	2019/2020
540745	Reebok Streetlight SLIGHT-1981	4201	R9998	30/06/2000	699.27	651.17	48.10	Situated inside a private development		30/06/2000	2019/2020
540762	Dana Bay Streetlight SLIGHT-2000	4201	R9998	30/06/2000	699.27	651.17	48.10	Situated inside a private development		30/06/2000	2019/2020
540767	Heiderand Streetlight SLIGHT-2005	4201	R9998	30/06/2000	699.27	651.17	48.10	Situated inside a private development		30/06/2000	2019/2020
540771	Heiderand Streetlight SLIGHT-2011	4201	R9998	30/06/2000	699.27	651.17	48.10	Situated inside a private development		30/06/2000	2019/2020
540772	Reebok Streetlight SLIGHT-2012	4201	R9998	30/06/2000	699.27	651.17	48.10	Situated inside a private development		30/06/2000	2019/2020
540773	Hartenbos Streetlight SLIGHT-2014	4201	R9998	30/06/2000	699.27	651.17	48.10	Situated inside a private development		30/06/2000	2019/2020
540774	Hartenbos Streetlight SLIGHT-2015	4201	R9998	30/06/2000	699.27	651.17	48.10	Situated inside a private development		30/06/2000	2019/2020
540777	Reebok Streetlight SLIGHT-2018	4201	R9998	30/06/2000	699.27	651.17	48.10	Situated inside a private development		30/06/2000	2019/2020
540793	Dana Bay Streetlight SLIGHT-2034	4201	R9998	30/06/2000	699.27	651.17	48.10	Situated inside a private development		30/06/2000	2019/2020
540796	Hartenbos Streetlight SLIGHT-2038	4201	R9998	30/06/2000	699.27	651.17	48.10	Situated inside a private development		30/06/2000	2019/2020
540800	Reebok Streetlight SLIGHT-2042	4201	R9998	30/06/2000	699.27	651.17	48.10	Situated inside a private development		30/06/2000	2019/2020
540814	Reebok Streetlight SLIGHT-2056	4201	R9998	30/06/2000	699.27	651.17	48.10	Situated inside a private development		30/06/2000	2019/2020

540815	Heiderand Streetlight SLIGHT-2057	4201	R9998	30/06/2000	699.27	651.17	48.10	Situated inside a private development		30/06/2000	2019/2020
540836	Hartenbos Streetlight SLIGHT-2079	4201	R9998	30/06/2000	699.27	651.17	48.10	Situated inside a private development		30/06/2000	2019/2020
540839	Hartenbos Streetlight SLIGHT-2082	4201	R9998	30/06/2000	699.27	651.17	48.10	Situated inside a private development		30/06/2000	2019/2020
540844	Reebok Streetlight SLIGHT-2087	4201	R9998	30/06/2000	699.27	651.17	48.10	Situated inside a private development		30/06/2000	2019/2020
540847	Heiderand Streetlight SLIGHT-2090	4201	R9998	30/06/2000	699.27	651.17	48.10	Situated inside a private development		30/06/2000	2019/2020
540856	Reebok Streetlight SLIGHT-2099	4201	R9998	30/06/2000	699.27	651.17	48.10	Situated inside a private development		30/06/2000	2019/2020
540874	Heiderand Streetlight SLIGHT-2118	4201	R9998	30/06/2000	699.27	651.17	48.10	Situated inside a private development		30/06/2000	2019/2020
540876	Hartenbos Streetlight SLIGHT-2120	4201	R9998	30/06/2000	699.27	651.17	48.10	Situated inside a private development		30/06/2000	2019/2020
540882	Hartenbos Streetlight SLIGHT-2127	4201	R9998	30/06/2000	699.27	651.17	48.10	Situated inside a private development		30/06/2000	2019/2020
540886	Heiderand Streetlight SLIGHT-2131	4201	R9998	30/06/2000	699.27	651.17	48.10	Situated inside a private development		30/06/2000	2019/2020
540891	Heiderand Streetlight SLIGHT-2136	4201	R9998	30/06/2000	699.27	651.17	48.10	Situated inside a private development		30/06/2000	2019/2020
540909	Reebok Streetlight SLIGHT-2155	4201	R9998	30/06/2000	699.27	651.17	48.10	Situated inside a private development		30/06/2000	2019/2020
540918	Hartenbos Streetlight SLIGHT-2164	4201	R9998	30/06/2000	699.27	651.17	48.10	Situated inside a private development		30/06/2000	2019/2020
540925	Hartenbos Streetlight SLIGHT-2173	4201	R9998	30/06/2000	699.27	651.17	48.10	Situated inside a private development		30/06/2000	2019/2020
540927	Hartenbos Streetlight SLIGHT-2175	4201	R9998	30/06/2000	699.27	651.17	48.10	Situated inside a private development		30/06/2000	2019/2020
540928	Hartenbos Streetlight SLIGHT-2176	4201	R9998	30/06/2000	699.27	651.17	48.10	Situated inside a private development		30/06/2000	2019/2020
540939	Hartenbos Streetlight SLIGHT-2188	4201	R9998	30/06/2000	699.27	651.17	48.10	Situated inside a private development		30/06/2000	2019/2020
540940	Groot Brak River Streetlight SLIGHT-2189	4201	R9998	30/06/2000	699.27	651.17	48.10	Situated inside a private development		30/06/2000	2019/2020
540955	Dana Bay Streetlight SLIGHT-2204	4201	R9998	30/06/2000	699.27	651.17	48.10	Situated inside a private development		30/06/2000	2019/2020
540959	Hartenbos Streetlight SLIGHT-2208	4201	R9998	30/06/2000	699.27	651.17	48.10	Situated inside a private development		30/06/2000	2019/2020
540963	Heiderand Streetlight SLIGHT-2212	4201	R9998	30/06/2000	699.27	651.17	48.10	Situated inside a private development		30/06/2000	2019/2020
540974	Reebok Streetlight SLIGHT-2224	4201	R9998	30/06/2000	699.27	651.17	48.10	Situated inside a private development		30/06/2000	2019/2020
541001	Heiderand Streetlight SLIGHT-2253	4201	R9998	30/06/2000	699.27	651.17	48.10	Situated inside a private development		30/06/2000	2019/2020
541006	Reebok Streetlight SLIGHT-2258	4201	R9998	30/06/2000	699.27	651.17	48.10	Situated inside a private development		30/06/2000	2019/2020
541010	Heiderand Streetlight SLIGHT-2263	4201	R9998	30/06/2000	699.27	651.17	48.10	Situated inside a private development		30/06/2000	2019/2020
541035	Reebok Streetlight SLIGHT-2288	4201	R9998	30/06/2000	699.27	651.17	48.10	Situated inside a private development		30/06/2000	2019/2020
541037	Hartenbos Streetlight SLIGHT-2290	4201	R9998	30/06/2000	699.27	651.17	48.10	Situated inside a private development		30/06/2000	2019/2020
541042	Hartenbos Streetlight SLIGHT-2296	4201	R9998	30/06/2000	699.27	651.17	48.10	Situated inside a private development		30/06/2000	2019/2020
541046	Reebok Streetlight SLIGHT-2300	4201	R9998	30/06/2000	699.27	651.17	48.10	Situated inside a private development		30/06/2000	2019/2020
541047	Heiderand Streetlight SLIGHT-2301	4201	R9998	30/06/2000	699.27	651.17	48.10	Situated inside a private development		30/06/2000	2019/2020
541058	Reebok Streetlight SLIGHT-2312	4201	R9998	30/06/2000	699.27	651.17	48.10	Situated inside a private development		30/06/2000	2019/2020
541061	Heiderand Streetlight SLIGHT-2315	4201	R9998	30/06/2000	699.27	651.17	48.10	Situated inside a private development		30/06/2000	2019/2020
541065	Groot Brak River Streetlight SLIGHT-2320	4201	R9998	30/06/2000	699.27	651.17	48.10	Situated inside a private development		30/06/2000	2019/2020
541069	Hartenbos Streetlight SLIGHT-2324	4201	R9998	30/06/2000	699.27	651.17	48.10	Situated inside a private development		30/06/2000	2019/2020
541070	Heiderand Streetlight SLIGHT-2325	4201	R9998	30/06/2000	699.27	651.17	48.10	Situated inside a private development		30/06/2000	2019/2020
541072	Hartenbos Streetlight SLIGHT-2327	4201	R9998	30/06/2000	699.27	651.17	48.10	Situated inside a private development		30/06/2000	2019/2020
541076	Hartenbos Streetlight SLIGHT-2331	4201	R9998	30/06/2000	699.27	651.17	48.10	Situated inside a private development		30/06/2000	2019/2020
541082	Hartenbos Streetlight SLIGHT-2337	4201	R9998	30/06/2000	699.27	651.17	48.10	Situated inside a private development		30/06/2000	2019/2020
541085	Heiderand Streetlight SLIGHT-2340	4201	R9998	30/06/2000	699.27	651.17	48.10	Situated inside a private development		30/06/2000	2019/2020
541093	Hartenbos Streetlight SLIGHT-2350	4201	R9998	30/06/2000	699.27	651.17	48.10	Situated inside a private development		30/06/2000	2019/2020
541094	Hartenbos Streetlight SLIGHT-2351	4201	R9998	30/06/2000	699.27	651.17	48.10	Situated inside a private development		30/06/2000	2019/2020
541105	Heiderand Streetlight SLIGHT-2362	4201	R9998	30/06/2000	699.27	651.17	48.10	Situated inside a private development		30/06/2000	2019/2020
541111	Groot Brak River Streetlight SLIGHT-2368	4201	R9998	30/06/2000	699.27	651.17	48.10	Situated inside a private development		30/06/2000	2019/2020
541113	Hartenbos Streetlight SLIGHT-2370	4201	R9998	30/06/2000	699.27	651.17	48.10	Situated inside a private development		30/06/2000	2019/2020
541118	Hartenbos Streetlight SLIGHT-2375	4201	R9998	30/06/2000	699.27	651.17	48.10	Situated inside a private development		30/06/2000	2019/2020
541126	Groot Brak River Streetlight SLIGHT-2384	4201	R9998	30/06/2000	699.27	651.17	48.10	Situated inside a private development		30/06/2000	2019/2020
541133	Groot Brak River Streetlight SLIGHT-2393	4201	R9998	30/06/2000	699.27	651.17	48.10	Situated inside a private development		30/06/2000	2019/2020

541142	Heiderand Streetlight SLIGHT-2402	4201	R9998	30/06/2000	699.27	651.17	48.10	Situated inside a private development		30/06/2000	2019/2020
541155	Heiderand Streetlight SLIGHT-2416	4201	R9998	30/06/2000	699.27	651.17	48.10	Situated inside a private development		30/06/2000	2019/2020
541167	Hartenbos Streetlight SLIGHT-2430	4201	R9998	30/06/2000	699.27	651.17	48.10	Situated inside a private development		30/06/2000	2019/2020
541171	Heiderand Streetlight SLIGHT-2435	4201	R9998	30/06/2000	699.27	651.17	48.10	Situated inside a private development		30/06/2000	2019/2020
541179	Dana Bay Streetlight SLIGHT-2443	4201	R9998	30/06/2000	699.27	651.17	48.10	Situated inside a private development		30/06/2000	2019/2020
541185	Heiderand Streetlight SLIGHT-2449	4201	R9998	30/06/2000	699.27	651.17	48.10	Situated inside a private development		30/06/2000	2019/2020
541219	Reebok Streetlight SLIGHT-2484	4201	R9998	30/06/2000	699.27	651.17	48.10	Situated inside a private development		30/06/2000	2019/2020
541223	Dana Bay Streetlight SLIGHT-2488	4201	R9998	30/06/2000	699.27	651.17	48.10	Situated inside a private development		30/06/2000	2019/2020
541225	Reebok Streetlight SLIGHT-2490	4201	R9998	30/06/2000	699.27	651.17	48.10	Situated inside a private development		30/06/2000	2019/2020
541227	Reebok Streetlight SLIGHT-2492	4201	R9998	30/06/2000	699.27	651.17	48.10	Situated inside a private development		30/06/2000	2019/2020
541228	Dana Bay Streetlight SLIGHT-2493	4201	R9998	30/06/2000	699.27	651.17	48.10	Situated inside a private development		30/06/2000	2019/2020
541230	Heiderand Streetlight SLIGHT-2495	4201	R9998	30/06/2000	699.27	651.17	48.10	Situated inside a private development		30/06/2000	2019/2020
541244	Hartenbos Streetlight SLIGHT-2509	4201	R9998	30/06/2000	699.27	651.17	48.10	Situated inside a private development		30/06/2000	2019/2020
541254	Reebok Streetlight SLIGHT-2519	4201	R9998	30/06/2000	699.27	651.17	48.10	Situated inside a private development		30/06/2000	2019/2020
541268	Hartenbos Streetlight SLIGHT-2533	4201	R9998	30/06/2000	699.27	651.17	48.10	Situated inside a private development		30/06/2000	2019/2020
541275	Hartenbos Streetlight SLIGHT-2540	4201	R9998	30/06/2000	699.27	651.17	48.10	Situated inside a private development		30/06/2000	2019/2020
541291	Heiderand Streetlight SLIGHT-2557	4201	R9998	30/06/2000	699.27	651.17	48.10	Situated inside a private development		30/06/2000	2019/2020
541308	Hartenbos Streetlight SLIGHT-2575	4201	R9998	30/06/2000	699.27	651.17	48.10	Situated inside a private development		30/06/2000	2019/2020
541319	Hartenbos Streetlight SLIGHT-2587	4201	R9998	30/06/2000	699.27	651.17	48.10	Situated inside a private development		30/06/2000	2019/2020
541331	Groot Brak River Streetlight SLIGHT-2600	4201	R9998	30/06/2000	699.27	651.17	48.10	Situated inside a private development		30/06/2000	2019/2020
541338	Hartenbos Streetlight SLIGHT-2607	4201	R9998	30/06/2000	699.27	651.17	48.10	Situated inside a private development		30/06/2000	2019/2020
541343	Heiderand Streetlight SLIGHT-2612	4201	R9998	30/06/2000	699.27	651.17	48.10	Situated inside a private development		30/06/2000	2019/2020
541357	Hartenbos Streetlight SLIGHT-2627	4201	R9998	30/06/2000	699.27	651.17	48.10	Situated inside a private development		30/06/2000	2019/2020
541362	Hartenbos Streetlight SLIGHT-2634	4201	R9998	30/06/2000	699.27	651.17	48.10	Situated inside a private development		30/06/2000	2019/2020
541369	Heiderand Streetlight SLIGHT-2641	4201	R9998	30/06/2000	699.27	651.17	48.10	Situated inside a private development		30/06/2000	2019/2020
541373	Heiderand Streetlight SLIGHT-2645	4201	R9998	30/06/2000	699.27	651.17	48.10	Situated inside a private development		30/06/2000	2019/2020
541374	Reebok Streetlight SLIGHT-2646	4201	R9998	30/06/2000	699.27	651.17	48.10	Situated inside a private development		30/06/2000	2019/2020
541379	Heiderand Streetlight SLIGHT-2651	4201	R9998	30/06/2000	699.27	651.17	48.10	Situated inside a private development		30/06/2000	2019/2020
541396	Hartenbos Streetlight SLIGHT-2668	4201	R9998	30/06/2000	699.27	651.17	48.10	Situated inside a private development		30/06/2000	2019/2020
541407	Hartenbos Streetlight SLIGHT-2680	4201	R9998	30/06/2000	699.27	651.17	48.10	Situated inside a private development		30/06/2000	2019/2020
541409	Heiderand Streetlight SLIGHT-2682	4201	R9998	30/06/2000	699.27	651.17	48.10	Situated inside a private development		30/06/2000	2019/2020
541423	Dana Bay Streetlight SLIGHT-2696	4201	R9998	30/06/2000	699.27	651.17	48.10	Situated inside a private development		30/06/2000	2019/2020
541427	Heiderand Streetlight SLIGHT-2700	4201	R9998	30/06/2000	699.27	651.17	48.10	Situated inside a private development		30/06/2000	2019/2020
541434	Reebok Streetlight SLIGHT-2707	4201	R9998	30/06/2000	699.27	651.17	48.10	Situated inside a private development		30/06/2000	2019/2020
541452	Hartenbos Streetlight SLIGHT-2726	4201	R9998	30/06/2000	699.27	651.17	48.10	Situated inside a private development		30/06/2000	2019/2020
541457	Hartenbos Streetlight SLIGHT-2731	4201	R9998	30/06/2000	699.27	651.17	48.10	Situated inside a private development		30/06/2000	2019/2020
541467	Hartenbos Streetlight SLIGHT-2741	4201	R9998	30/06/2000	699.27	651.17	48.10	Situated inside a private development		30/06/2000	2019/2020
541470	Hartenbos Streetlight SLIGHT-2744	4201	R9998	30/06/2000	699.27	651.17	48.10	Situated inside a private development		30/06/2000	2019/2020
541474	Reebok Streetlight SLIGHT-2748	4201	R9998	30/06/2000	699.27	651.17	48.10	Situated inside a private development		30/06/2000	2019/2020
541489	Reebok Streetlight SLIGHT-2763	4201	R9998	30/06/2000	699.27	651.17	48.10	Situated inside a private development		30/06/2000	2019/2020
541495	Reebok Streetlight SLIGHT-2769	4201	R9998	30/06/2000	699.27	651.17	48.10	Situated inside a private development		30/06/2000	2019/2020
541497	Hartenbos Streetlight SLIGHT-2771	4201	R9998	30/06/2000	699.27	651.17	48.10	Situated inside a private development		30/06/2000	2019/2020
541503	Hartenbos Streetlight SLIGHT-2777	4201	R9998	30/06/2000	699.27	651.17	48.10	Situated inside a private development		30/06/2000	2019/2020
541514	Hartenbos Streetlight SLIGHT-2789	4201	R9998	30/06/2000	699.27	651.17	48.10	Situated inside a private development		30/06/2000	2019/2020
541521	Heiderand Streetlight SLIGHT-2796	4201	R9998	30/06/2000	699.27	651.17	48.10	Situated inside a private development		30/06/2000	2019/2020
541526	Hartenbos Streetlight SLIGHT-2802	4201	R9998	30/06/2000	699.27	651.17	48.10	Situated inside a private development		30/06/2000	2019/2020
541535	Heiderand Streetlight SLIGHT-2811	4201	R9998	30/06/2000	699.27	651.17	48.10	Situated inside a private development		30/06/2000	2019/2020

541544	Reebok Streetlight SLIGHT-2821	4201	R9998	30/06/2000	699.27	651.17	48.10	Situated inside a private development		30/06/2000	2019/2020
541545	Hartenbos Streetlight SLIGHT-2822	4201	R9998	30/06/2000	699.27	651.17	48.10	Situated inside a private development		30/06/2000	2019/2020
541548	Hartenbos Streetlight SLIGHT-2825	4201	R9998	30/06/2000	699.27	651.17	48.10	Situated inside a private development		30/06/2000	2019/2020
541552	Reebok Streetlight SLIGHT-2829	4201	R9998	30/06/2000	699.27	651.17	48.10	Situated inside a private development		30/06/2000	2019/2020
541554	Hartenbos Streetlight SLIGHT-2831	4201	R9998	30/06/2000	699.27	651.17	48.10	Situated inside a private development		30/06/2000	2019/2020
541561	Heiderand Streetlight SLIGHT-2840	4201	R9998	30/06/2000	699.27	651.17	48.10	Situated inside a private development		30/06/2000	2019/2020
541563	Heiderand Streetlight SLIGHT-2842	4201	R9998	30/06/2000	699.27	651.17	48.10	Situated inside a private development		30/06/2000	2019/2020
541564	Reebok Streetlight SLIGHT-2843	4201	R9998	30/06/2000	699.27	651.17	48.10	Situated inside a private development		30/06/2000	2019/2020
541566	Heiderand Streetlight SLIGHT-2845	4201	R9998	30/06/2000	699.27	651.17	48.10	Situated inside a private development		30/06/2000	2019/2020
541570	Hartenbos Streetlight SLIGHT-2849	4201	R9998	30/06/2000	699.27	651.17	48.10	Situated inside a private development		30/06/2000	2019/2020
541573	Hartenbos Streetlight SLIGHT-2852	4201	R9998	30/06/2000	699.27	651.17	48.10	Situated inside a private development		30/06/2000	2019/2020
541578	Groot Brak River Streetlight SLIGHT-2857	4201	R9998	30/06/2000	699.27	651.17	48.10	Situated inside a private development		30/06/2000	2019/2020
541591	Hartenbos Streetlight SLIGHT-2870	4201	R9998	30/06/2000	699.27	651.17	48.10	Situated inside a private development		30/06/2000	2019/2020
541597	Groot Brak River Streetlight SLIGHT-2876	4201	R9998	30/06/2000	699.27	651.17	48.10	Situated inside a private development		30/06/2000	2019/2020
541599	Reebok Streetlight SLIGHT-2878	4201	R9998	30/06/2000	699.27	651.17	48.10	Situated inside a private development		30/06/2000	2019/2020
541605	Hartenbos Streetlight SLIGHT-2884	4201	R9998	30/06/2000	699.27	651.17	48.10	Situated inside a private development		30/06/2000	2019/2020
541617	Groot Brak River Streetlight SLIGHT-2899	4201	R9998	30/06/2000	699.27	651.17	48.10	Situated inside a private development		30/06/2000	2019/2020
541620	Hartenbos Streetlight SLIGHT-2902	4201	R9998	30/06/2000	699.27	651.17	48.10	Situated inside a private development		30/06/2000	2019/2020
541623	Reebok Streetlight SLIGHT-2906	4201	R9998	30/06/2000	699.27	651.17	48.10	Situated inside a private development		30/06/2000	2019/2020
541626	Reebok Streetlight SLIGHT-2909	4201	R9998	30/06/2000	699.27	651.17	48.10	Situated inside a private development		30/06/2000	2019/2020
541630	Reebok Streetlight SLIGHT-2913	4201	R9998	30/06/2000	699.27	651.17	48.10	Situated inside a private development		30/06/2000	2019/2020
541631	Heiderand Streetlight SLIGHT-2914	4201	R9998	30/06/2000	699.27	651.17	48.10	Situated inside a private development		30/06/2000	2019/2020
541636	Heiderand Streetlight SLIGHT-2920	4201	R9998	30/06/2000	699.27	651.17	48.10	Situated inside a private development		30/06/2000	2019/2020
541641	Reebok Streetlight SLIGHT-2926	4201	R9998	30/06/2000	699.27	651.17	48.10	Situated inside a private development		30/06/2000	2019/2020
541662	Hartenbos Streetlight SLIGHT-2949	4201	R9998	30/06/2000	699.27	651.17	48.10	Situated inside a private development		30/06/2000	2019/2020
541680	Heiderand Streetlight SLIGHT-2969	4201	R9998	30/06/2000	699.27	651.17	48.10	Situated inside a private development		30/06/2000	2019/2020
541716	Hartenbos Streetlight SLIGHT-3008	4201	R9998	30/06/2000	699.27	651.17	48.10	Situated inside a private development		30/06/2000	2019/2020
541718	Hartenbos Streetlight SLIGHT-3010	4201	R9998	30/06/2000	699.27	651.17	48.10	Situated inside a private development		30/06/2000	2019/2020
541730	Reebok Streetlight SLIGHT-3023	4201	R9998	30/06/2000	699.27	651.17	48.10	Situated inside a private development		30/06/2000	2019/2020
541736	Reebok Streetlight SLIGHT-3029	4201	R9998	30/06/2000	699.27	651.17	48.10	Situated inside a private development		30/06/2000	2019/2020
541737	Heiderand Streetlight SLIGHT-3030	4201	R9998	30/06/2000	699.27	651.17	48.10	Situated inside a private development		30/06/2000	2019/2020
541746	Heiderand Streetlight SLIGHT-3039	4201	R9998	30/06/2000	699.27	651.17	48.10	Situated inside a private development		30/06/2000	2019/2020
541762	Heiderand Streetlight SLIGHT-3055	4201	R9998	30/06/2000	699.27	651.17	48.10	Situated inside a private development		30/06/2000	2019/2020
541765	Hartenbos Streetlight SLIGHT-3058	4201	R9998	30/06/2000	699.27	651.17	48.10	Situated inside a private development		30/06/2000	2019/2020
541773	Heiderand Streetlight SLIGHT-3066	4201	R9998	30/06/2000	699.27	651.17	48.10	Situated inside a private development		30/06/2000	2019/2020
541783	Heiderand Streetlight SLIGHT-3077	4201	R9998	30/06/2000	699.27	651.17	48.10	Situated inside a private development		30/06/2000	2019/2020
541793	Hartenbos Streetlight SLIGHT-3089	4201	R9998	30/06/2000	699.27	651.17	48.10	Situated inside a private development		30/06/2000	2019/2020
541794	Reebok Streetlight SLIGHT-3090	4201	R9998	30/06/2000	699.27	651.17	48.10	Situated inside a private development		30/06/2000	2019/2020
541795	Hartenbos Streetlight SLIGHT-3091	4201	R9998	30/06/2000	699.27	651.17	48.10	Situated inside a private development		30/06/2000	2019/2020
541799	Groot Brak River Streetlight SLIGHT-3095	4201	R9998	30/06/2000	699.27	651.17	48.10	Situated inside a private development		30/06/2000	2019/2020
541802	Heiderand Streetlight SLIGHT-3098	4201	R9998	30/06/2000	699.27	651.17	48.10	Situated inside a private development		30/06/2000	2019/2020
541808	Reebok Streetlight SLIGHT-3104	4201	R9998	30/06/2000	699.27	651.17	48.10	Situated inside a private development		30/06/2000	2019/2020
541829	Hartenbos Streetlight SLIGHT-3125	4201	R9998	30/06/2000	699.27	651.17	48.10	Situated inside a private development		30/06/2000	2019/2020
541831	Heiderand Streetlight SLIGHT-3127	4201	R9998	30/06/2000	699.27	651.17	48.10	Situated inside a private development		30/06/2000	2019/2020
541833	Hartenbos Streetlight SLIGHT-3130	4201	R9998	30/06/2000	699.27	651.17	48.10	Situated inside a private development		30/06/2000	2019/2020
541838	Hartenbos Streetlight SLIGHT-3135	4201	R9998	30/06/2000	699.27	651.17	48.10	Situated inside a private development		30/06/2000	2019/2020
541846	Heiderand Streetlight SLIGHT-3143	4201	R9998	30/06/2000	699.27	651.17	48.10	Situated inside a private development		30/06/2000	2019/2020

541848	Heiderand Streetlight SLIGHT-3145	4201	R9998	30/06/2000	699.27	651.17	48.10	Situated inside a private development		30/06/2000	2019/2020
541849	Hartenbos Streetlight SLIGHT-3146	4201	R9998	30/06/2000	699.27	651.17	48.10	Situated inside a private development		30/06/2000	2019/2020
541851	Hartenbos Streetlight SLIGHT-3148	4201	R9998	30/06/2000	699.27	651.17	48.10	Situated inside a private development		30/06/2000	2019/2020
541864	Reebok Streetlight SLIGHT-3161	4201	R9998	30/06/2000	699.27	651.17	48.10	Situated inside a private development		30/06/2000	2019/2020
541867	Reebok Streetlight SLIGHT-3164	4201	R9998	30/06/2000	699.27	651.17	48.10	Situated inside a private development		30/06/2000	2019/2020
541868	Heiderand Streetlight SLIGHT-3165	4201	R9998	30/06/2000	699.27	651.17	48.10	Situated inside a private development		30/06/2000	2019/2020
541879	Hartenbos Streetlight SLIGHT-3176	4201	R9998	30/06/2000	699.27	651.17	48.10	Situated inside a private development		30/06/2000	2019/2020
541884	Groot Brak River Streetlight SLIGHT-3181	4201	R9998	30/06/2000	699.27	651.17	48.10	Situated inside a private development		30/06/2000	2019/2020
541890	Dana Bay Streetlight SLIGHT-3189	4201	R9998	30/06/2000	699.27	651.17	48.10	Situated inside a private development		30/06/2000	2019/2020
541893	Hartenbos Streetlight SLIGHT-3192	4201	R9998	30/06/2000	699.27	651.17	48.10	Situated inside a private development		30/06/2000	2019/2020
541905	Reebok Streetlight SLIGHT-3206	4201	R9998	30/06/2000	699.27	651.17	48.10	Situated inside a private development		30/06/2000	2019/2020
541908	Dana Bay Streetlight SLIGHT-3209	4201	R9998	30/06/2000	699.27	651.17	48.10	Situated inside a private development		30/06/2000	2019/2020
541911	Reebok Streetlight SLIGHT-3212	4201	R9998	30/06/2000	699.27	651.17	48.10	Situated inside a private development		30/06/2000	2019/2020
541912	Groot Brak River Streetlight SLIGHT-3213	4201	R9998	30/06/2000	699.27	651.17	48.10	Situated inside a private development		30/06/2000	2019/2020
541914	Heiderand Streetlight SLIGHT-3215	4201	R9998	30/06/2000	699.27	651.17	48.10	Situated inside a private development		30/06/2000	2019/2020
541916	Reebok Streetlight SLIGHT-3217	4201	R9998	30/06/2000	699.27	651.17	48.10	Situated inside a private development		30/06/2000	2019/2020
541934	Reebok Streetlight SLIGHT-3237	4201	R9998	30/06/2000	699.27	651.17	48.10	Situated inside a private development		30/06/2000	2019/2020
541936	Groot Brak River Streetlight SLIGHT-3239	4201	R9998	30/06/2000	699.27	651.17	48.10	Situated inside a private development		30/06/2000	2019/2020
541960	Hartenbos Streetlight SLIGHT-3263	4201	R9998	30/06/2000	699.27	651.17	48.10	Situated inside a private development		30/06/2000	2019/2020
541967	Hartenbos Streetlight SLIGHT-3271	4201	R9998	30/06/2000	699.27	651.17	48.10	Situated inside a private development		30/06/2000	2019/2020
541971	Hartenbos Streetlight SLIGHT-3275	4201	R9998	30/06/2000	699.27	651.17	48.10	Situated inside a private development		30/06/2000	2019/2020
541973	Hartenbos Streetlight SLIGHT-3277	4201	R9998	30/06/2000	699.27	651.17	48.10	Situated inside a private development		30/06/2000	2019/2020
541982	Heiderand Streetlight SLIGHT-3286	4201	R9998	30/06/2000	699.27	651.17	48.10	Situated inside a private development		30/06/2000	2019/2020
541987	Hartenbos Streetlight SLIGHT-3291	4201	R9998	30/06/2000	699.27	651.17	48.10	Situated inside a private development		30/06/2000	2019/2020
541989	Hartenbos Streetlight SLIGHT-3293	4201	R9998	30/06/2000	699.27	651.17	48.10	Situated inside a private development		30/06/2000	2019/2020
541993	Heiderand Streetlight SLIGHT-3297	4201	R9998	30/06/2000	699.27	651.17	48.10	Situated inside a private development		30/06/2000	2019/2020
541996	Heiderand Streetlight SLIGHT-3300	4201	R9998	30/06/2000	699.27	651.17	48.10	Situated inside a private development		30/06/2000	2019/2020
542003	Reebok Streetlight SLIGHT-3308	4201	R9998	30/06/2000	699.27	651.17	48.10	Situated inside a private development		30/06/2000	2019/2020
542004	Hartenbos Streetlight SLIGHT-3309	4201	R9998	30/06/2000	699.27	651.17	48.10	Situated inside a private development		30/06/2000	2019/2020
542006	Reebok Streetlight SLIGHT-3311	4201	R9998	30/06/2000	699.27	651.17	48.10	Situated inside a private development		30/06/2000	2019/2020
542011	Groot Brak River Streetlight SLIGHT-3317	4201	R9998	30/06/2000	699.27	651.17	48.10	Situated inside a private development		30/06/2000	2019/2020
542022	Hartenbos Streetlight SLIGHT-3329	4201	R9998	30/06/2000	699.27	651.17	48.10	Situated inside a private development		30/06/2000	2019/2020
542055	Heiderand Streetlight SLIGHT-3364	4201	R9998	30/06/2000	699.27	651.17	48.10	Situated inside a private development		30/06/2000	2019/2020
542060	Groot Brak River Streetlight SLIGHT-3369	4201	R9998	30/06/2000	699.27	651.17	48.10	Situated inside a private development		30/06/2000	2019/2020
542077	Reebok Streetlight SLIGHT-3389	4201	R9998	30/06/2000	699.27	651.17	48.10	Situated inside a private development		30/06/2000	2019/2020
542084	Heiderand Streetlight SLIGHT-3397	4201	R9998	30/06/2000	699.27	651.17	48.10	Situated inside a private development		30/06/2000	2019/2020
542089	Hartenbos Streetlight SLIGHT-3403	4201	R9998	30/06/2000	699.27	651.17	48.10	Situated inside a private development		30/06/2000	2019/2020
542098	Heiderand Streetlight SLIGHT-3413	4201	R9998	30/06/2000	699.27	651.17	48.10	Situated inside a private development		30/06/2000	2019/2020
542099	Heiderand Streetlight SLIGHT-3414	4201	R9998	30/06/2000	699.27	651.17	48.10	Situated inside a private development		30/06/2000	2019/2020
542100	Hartenbos Streetlight SLIGHT-3415	4201	R9998	30/06/2000	699.27	651.17	48.10	Situated inside a private development		30/06/2000	2019/2020
542105	Reebok Streetlight SLIGHT-3420	4201	R9998	30/06/2000	699.27	651.17	48.10	Situated inside a private development		30/06/2000	2019/2020
542116	Heiderand Streetlight SLIGHT-3432	4201	R9998	30/06/2000	699.27	651.17	48.10	Situated inside a private development		30/06/2000	2019/2020
542121	Hartenbos Streetlight SLIGHT-3438	4201	R9998	30/06/2000	699.27	651.17	48.10	Situated inside a private development		30/06/2000	2019/2020
542122	Heiderand Streetlight SLIGHT-3439	4201	R9998	30/06/2000	699.27	651.17	48.10	Situated inside a private development		30/06/2000	2019/2020
542123	Hartenbos Streetlight SLIGHT-3440	4201	R9998	30/06/2000	699.27	651.17	48.10	Situated inside a private development		30/06/2000	2019/2020
542133	Hartenbos Streetlight SLIGHT-3450	4201	R9998	30/06/2000	699.27	651.17	48.10	Situated inside a private development		30/06/2000	2019/2020
542134	Groot Brak River Streetlight SLIGHT-3451	4201	R9998	30/06/2000	699.27	651.17	48.10	Situated inside a private development		30/06/2000	2019/2020

542136	Hartenbos Streetlight SLIGHT-3453	4201	R9998	30/06/2000	699.27	651.17	48.10	Situated inside a private development		30/06/2000	2019/2020
542137	Heiderand Streetlight SLIGHT-3454	4201	R9998	30/06/2000	699.27	651.17	48.10	Situated inside a private development		30/06/2000	2019/2020
542148	Heiderand Streetlight SLIGHT-3465	4201	R9998	30/06/2000	699.27	651.17	48.10	Situated inside a private development		30/06/2000	2019/2020
542162	Hartenbos Streetlight SLIGHT-3479	4201	R9998	30/06/2000	699.27	651.17	48.10	Situated inside a private development		30/06/2000	2019/2020
542185	Reebok Streetlight SLIGHT-3503	4201	R9998	30/06/2000	699.27	651.17	48.10	Situated inside a private development		30/06/2000	2019/2020
542189	Heiderand Streetlight SLIGHT-3507	4201	R9998	30/06/2000	699.27	651.17	48.10	Situated inside a private development		30/06/2000	2019/2020
542195	Reebok Streetlight SLIGHT-3513	4201	R9998	30/06/2000	699.27	651.17	48.10	Situated inside a private development		30/06/2000	2019/2020
542215	Groot Brak River Streetlight SLIGHT-3533	4201	R9998	30/06/2000	699.27	651.17	48.10	Situated inside a private development		30/06/2000	2019/2020
542216	Hartenbos Streetlight SLIGHT-3534	4201	R9998	30/06/2000	699.27	651.17	48.10	Situated inside a private development		30/06/2000	2019/2020
542217	Reebok Streetlight SLIGHT-3535	4201	R9998	30/06/2000	699.27	651.17	48.10	Situated inside a private development		30/06/2000	2019/2020
542221	Heiderand Streetlight SLIGHT-3539	4201	R9998	30/06/2000	699.27	651.17	48.10	Situated inside a private development		30/06/2000	2019/2020
542232	Hartenbos Streetlight SLIGHT-3550	4201	R9998	30/06/2000	699.27	651.17	48.10	Situated inside a private development		30/06/2000	2019/2020
542235	Heiderand Streetlight SLIGHT-3553	4201	R9998	30/06/2000	699.27	651.17	48.10	Situated inside a private development		30/06/2000	2019/2020
542246	Dana Bay Streetlight SLIGHT-3564	4201	R9998	30/06/2000	699.27	651.17	48.10	Situated inside a private development		30/06/2000	2019/2020
542258	Heiderand Streetlight SLIGHT-3576	4201	R9998	30/06/2000	699.27	651.17	48.10	Situated inside a private development		30/06/2000	2019/2020
542286	Hartenbos Streetlight SLIGHT-3605	4201	R9998	30/06/2000	699.27	651.17	48.10	Situated inside a private development		30/06/2000	2019/2020
542288	Reebok Streetlight SLIGHT-3607	4201	R9998	30/06/2000	699.27	651.17	48.10	Situated inside a private development		30/06/2000	2019/2020
542290	Hartenbos Streetlight SLIGHT-3609	4201	R9998	30/06/2000	699.27	651.17	48.10	Situated inside a private development		30/06/2000	2019/2020
542880	Hartenbos Streetlight SLIGHT-4199	4201	R9998	30/06/2000	699.27	651.17	48.10	Situated inside a private development		30/06/2000	2019/2020
542881	Hartenbos Streetlight SLIGHT-4200	4201	R9998	30/06/2000	699.27	651.17	48.10	Situated inside a private development		30/06/2000	2019/2020
542882	Hartenbos Streetlight SLIGHT-4201	4201	R9998	30/06/2000	699.27	651.17	48.10	Situated inside a private development		30/06/2000	2019/2020
542883	Hartenbos Streetlight SLIGHT-4202	4201	R9998	30/06/2000	699.27	651.17	48.10	Situated inside a private development		30/06/2000	2019/2020
542884	Hartenbos Streetlight SLIGHT-4203	4201	R9998	30/06/2000	699.27	651.17	48.10	Situated inside a private development		30/06/2000	2019/2020
542885	Hartenbos Streetlight SLIGHT-4204	4201	R9998	30/06/2000	699.27	651.17	48.10	Situated inside a private development		30/06/2000	2019/2020
542886	Hartenbos Streetlight SLIGHT-4205	4201	R9998	30/06/2000	699.27	651.17	48.10	Situated inside a private development		30/06/2000	2019/2020
542887	Hartenbos Streetlight SLIGHT-4206	4201	R9998	30/06/2000	699.27	651.17	48.10	Situated inside a private development		30/06/2000	2019/2020
542888	Hartenbos Streetlight SLIGHT-4207	4201	R9998	30/06/2000	699.27	651.17	48.10	Situated inside a private development		30/06/2000	2019/2020
542889	Hartenbos Streetlight SLIGHT-4208	4201	R9998	30/06/2000	699.27	651.17	48.10	Situated inside a private development		30/06/2000	2019/2020
542890	Hartenbos Streetlight SLIGHT-4209	4201	R9998	30/06/2000	699.27	651.17	48.10	Situated inside a private development		30/06/2000	2019/2020
542891	Hartenbos Streetlight SLIGHT-4210	4201	R9998	30/06/2000	699.27	651.17	48.10	Situated inside a private development		30/06/2000	2019/2020
542892	Hartenbos Streetlight SLIGHT-4211	4201	R9998	30/06/2000	699.27	651.17	48.10	Situated inside a private development		30/06/2000	2019/2020
542893	Hartenbos Streetlight SLIGHT-4212	4201	R9998	30/06/2000	699.27	651.17	48.10	Situated inside a private development		30/06/2000	2019/2020
542894	Hartenbos Streetlight SLIGHT-4213	4201	R9998	30/06/2000	699.27	651.17	48.10	Situated inside a private development		30/06/2000	2019/2020
542895	Hartenbos Streetlight SLIGHT-4214	4201	R9998	30/06/2000	699.27	651.17	48.10	Situated inside a private development		30/06/2000	2019/2020
542896	Hartenbos Streetlight SLIGHT-4215	4201	R9998	30/06/2000	699.27	651.17	48.10	Situated inside a private development		30/06/2000	2019/2020
542897	Hartenbos Streetlight SLIGHT-4216	4201	R9998	30/06/2000	699.27	651.17	48.10	Situated inside a private development		30/06/2000	2019/2020
542898	Hartenbos Streetlight SLIGHT-4217	4201	R9998	30/06/2000	699.27	651.17	48.10	Situated inside a private development		30/06/2000	2019/2020
542899	Hartenbos Streetlight SLIGHT-4218	4201	R9998	30/06/2000	699.27	651.17	48.10	Situated inside a private development		30/06/2000	2019/2020
542900	Hartenbos Streetlight SLIGHT-4219	4201	R9998	30/06/2000	699.27	651.17	48.10	Situated inside a private development		30/06/2000	2019/2020
542901	Hartenbos Streetlight SLIGHT-4220	4201	R9998	30/06/2000	699.27	651.17	48.10	Situated inside a private development		30/06/2000	2019/2020
542902	Hartenbos Streetlight SLIGHT-4221	4201	R9998	30/06/2000	699.27	651.17	48.10	Situated inside a private development		30/06/2000	2019/2020
542903	Hartenbos Streetlight SLIGHT-4222	4201	R9998	30/06/2000	699.27	651.17	48.10	Situated inside a private development		30/06/2000	2019/2020
542904	Hartenbos Streetlight SLIGHT-4223	4201	R9998	30/06/2000	699.27	651.17	48.10	Situated inside a private development		30/06/2000	2019/2020
542905	Hartenbos Streetlight SLIGHT-4224	4201	R9998	30/06/2000	699.27	651.17	48.10	Situated inside a private development		30/06/2000	2019/2020
542906	Hartenbos Streetlight SLIGHT-4225	4201	R9998	30/06/2000	699.27	651.17	48.10	Situated inside a private development		30/06/2000	2019/2020
542907	Hartenbos Streetlight SLIGHT-4226	4201	R9998	30/06/2000	699.27	651.17	48.10	Situated inside a private development		30/06/2000	2019/2020
542908	Hartenbos Streetlight SLIGHT-4227	4201	R9998	30/06/2000	699.27	651.17	48.10	Situated inside a private development		30/06/2000	2019/2020

[illegible]

[illegible]

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[illegible]

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E185-07/2025

LOANS FOR VARIOUS CAPITAL PROJECTS

File Number:

Report By: LEROUXH

Item Reference Number: 13625930

PURPOSE AND BACKGROUND / DOEL EN AGTERGROND

That Council notes the comments of the National Treasury.

DISCUSSION AND MOTIVATION / BESPREKING EN MOTIVERING

Council at its meeting held on 27 June 2025, approved the taking up of loans to a maximum amount of R40 754 948 (E146-06/2025). The public, National Treasury and Provincial Treasury were invited to submit written comments on the proposed loan. The comments from the National Treasury were received after the deadline.

Attached hereto is the following:

1. Comments received from the National Treasury.

RELEVANT LEGISLATION / RELEVANTE WETGEWING

Chapter 6 of the Municipal Finance Management Act.

RECOMMENDATION

That the comments from the National Treasury on loans for various capital projects be noted.

APPENDIX / BYLAAG

Yes

**national treasury**

Department:
National Treasury
REPUBLIC OF SOUTH AFRICA

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Private Bag X115, Pretoria, 0001 • 40 Church Square, PRETORIA, 0002 • Tel: +27 12 315 5111, Fax: +27 12 406 9055 • www.treasury.gov.za

Email: mfma@treasury.gov.za

The Municipal Manager
Mossel Bay Municipality
Private Bag X25
MOSSSEL BAY
6500

For attention: Mr CB Puren

Fax: (044) 606- 5062

Dear Sir

RE: RAISING OF EXTERNAL LOAN TO FINANCE PROJECTS IN THE CAPITAL BUDGET OF THE 2024/2025 FINANCIAL YEAR

The correspondence received 23 May 2025, requesting the National Treasury's comments on the municipality's intention to incur a long-term loan has reference.

We have noted the contents of the correspondence. Section 46(3)(a) of the MFMA requires the municipality to, at least 21 days prior to the meeting of the council at which approval for the debt is to be considered, make public an information statement setting out particulars of the proposed debt, including the amount of the proposed debt, the purposes for which the debt is to be incurred and particulars of any security to be provided. The municipality is also required to invite the public, the National Treasury and the relevant Provincial Treasury to submit written comments or representations to the council in respect of the proposed debt.

We have noted the copy of the published public notice, setting out the details of the information statement and requesting comments from the public. In the public notice, members of the public were requested to direct comments/representations to the Municipal Manager at the address mentioned in this notice by no later than Friday, 30 May 2025. However, the public notice does not provide the address where the comments/representations can be submitted to. Nevertheless, we trust that any comments or representations received would be addressed accordingly.

The municipality intends to borrow R40 754 948 to fund multiple capital projects. A review of the municipality's 2024/25 approved annual budget indicates that the municipality has budgeted to incur R197 660 000 in long-term loans.



national treasury

Department:
National Treasury
REPUBLIC OF SOUTH AFRICA

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The loan is intended to finance the replacement of streetlight infrastructure, the upgrading of existing wastewater treatment works, water treatment works, and the development of a new sewer network. The loan has a term of 10 years, with an indicative interest rate of 9.7%, which is below the current prime lending rate of 10.75% used as the consumer benchmark. The project list provided corresponds to the projects listed in the 2024/25 Integrated Development Plan.

Although the upfront cost of replacing streetlights is higher, the municipality recovers the investment through lower energy bills and maintenance costs since it will be using LED luminaires. Notwithstanding the potential long-term savings, the rationale to finance streetlights through borrowings is unclear as this should be ideally funded from property rates revenue or other internally generated revenues as it is not considered strategic or revenue generating infrastructure. The updated Policy Framework for Municipal Borrowing encourages municipalities to make prudent and strategic borrowing decisions and invest in infrastructure that provides demonstrable financial returns.

We provide the following comments on the financial position and performance as observed during our analysis of the restated 2020/2021, 2021/2022, 2022/2023 and 2023/2024 audited financial statements.

Sustainability and debtor management

Our analysis shows that the municipality has maintained a comfortable cash/cost coverage ratio over the past five (5) years. The ratios is one to three months. Although there has been a steady decline in the number of months of cash coverage from 6.28 months in 2019/2020 to 4.96 months for the 2023/2024 financial year, the municipality is still in a favourable position, operating comfortably above the norm.

The current ratio, which is used to measure the ability of the municipality to cover its short-term commitments, is also above the norm of 1.5 to 2.1. For the four (4) years from 2019/2020 up to 2022/2023, the municipality achieved ratios above the norm of 2.26 to 2.35. However, in 2023/2024, the ratio dropped to 2.04.

The positive cash coverage ratio and the current ratios indicate that the municipality currently has sufficient cash reserves to cover its monthly operational expenses should there be a significant drop in collections.

**national treasury**Department:
National Treasury
REPUBLIC OF SOUTH AFRICA

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The municipality's efforts at collections are reflected in the collection rate and shows strong revenue management. For the last four (4) years, the municipality has collected either just above or just below the norm of 95%. 2020/2021 and 2022/2023 reflect positive rates of 97% and 95% respectively, while 2021/2022 and 2023/2024 rates reflect at 92% and 93% respectively.

Our analysis of the debtor management ratios indicates that although there has been improvement in the net debtor days in the last three financial years, the municipality is still experiencing challenges in this regard. Our observation is based on the ratios for the 2023/2024 financial year, which show that debtors are on average, only paying after forty-six (46) days of bills or invoices having been issued to them for services. The norm is 30 days and the municipality may therefore be susceptible to a cash flow risk due to delays in payments which in turn affects its ability to pay its creditors on time.

Although the municipality has kept its debt to revenue levels consistent, the total debt to revenue has for the past five (5) years been above the norm of 45%, reflecting at 52% for the 2023/2024 financial year.

Efficiency and creditor management

Collection challenges directly affect the ability of the municipality to pay creditors within the prescribed compliance period of thirty days. The cash flow risk indicated above is reflected in the creditor payment days which is more than double the norm of thirty days, for all of the five financial years reviewed. At the end of the 2023/2024 financial year, it took the municipality 77 days from date of receipt of invoices, to pay its creditors.

Expenditure incurred on repairs and maintenance of property, plant and equipment and investment property is below the norm of 8%. The 2023/2024 financial year saw an increase from the 4% of the previous four years to 5%, which may be an indication of municipal efforts to manage the challenge of aging infrastructure.

The municipality received a very favourable INCA shadow credit rating of 7.1 in the 2023/2024 financial year. The ratio analysis from the audited restated financial statements for the past five years confirmed that municipality continues to maintain a comfortable cash position. However, it is recommended that the municipality establish realistic provisions for doubtful debts, as

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National Treasury
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underestimating these can negatively affect its receivables. The tension caused by adverse debtor management, creditor payment days and the debt to revenue ratios should be noted for further mitigation, monitoring and control.

However, the municipality's good financial track record provides assurance that it will be able to meet the debt repayment obligations stemming from the intended borrowings.

We trust that you will be guided accordingly.

Yours sincerely

Signed by: SHABEER HAMID KHAN
Signed at: 2025-07-01 18:55:19 +02:00
Reason: Witnessing SHABEER HAMID K

Shabeer Khan

Shabeer Khan
Accountant-General

Date: 01/07/25

Cc: Chief Financial Officer

Cc: MFMA Coordinator: Western Cape Provincial Treasury

E186-07/2025**PROPOSED ALIENATION OF A PORTION ($\pm 10\text{M}^2$) OF ERF 3, TERGNIET, SITUATED ADJACENT TO ERF 228, TERGNIET, 39 VAN ZYL STREET, TERGNIET: PJ LE ROUX**

File Number: 7/2/2/3

Report By: D Steyn

PURPOSE AND BACKGROUND / DOEL EN AGTERGROND

In terms of Executive Mayoral Committee Resolution PE81-07/2025 it was resolved as follows:

“That the following recommendation be made to Council:

1. That cognisance be taken that the prescribed Public Participation Process was duly followed and the Resolution referred to the Ward Councillor. A Notice was also displayed on the frontage of the relevant property for the duration of the Public Participation Period. No comments and or objections were received from the public.
2. That Council Resolution E42-02/2025, be implemented as follows:
 - “1. That approval be granted for the alienation of a portion ($\pm 10\text{m}^2$) of Erf 3, Tergniet, situated adjacent to Erf 228, Tergniet, 39 van Zyl Street to the adjacent property owner, Mr PJ Le Roux, at a market related purchase price of R23 000,00 (VAT inclusive), in order to rectify the encroachment of his property onto municipal property, since it is not required for basic municipal purposes.
 2. That, as the Applicant is the only person to whom this portion of property will have any practical use and as it will be utilised to rectify the encroachment of the property, Council resolves to dispose of this small portion of the property directly to the Applicant.
 3. That this portion ($\pm 10\text{m}^2$) of Erf 3, Tergniet, be consolidated with the Applicants' adjacent property Erf 228, Tergniet, at the Applicant's cost.
 4. That the Applicant be responsible for the costs of any Land Use Applications, if required, as well as the rezoning of the property.
 5. That the Municipality reserves the right of free access to the property, without notice, for the purpose of inspection, maintenance, renewal, cleansing, repair and construction of municipal services.
 6. That the Applicant will be responsible for all costs of the application, including advertisement, transfer and service connection costs.
 7. That the Municipality be indemnified against any damages for any stormwater overflow/flooding or any other causes that may occur in the future. This precondition must also be included in the Title Deed.
 8. That the Applicant will not alter or in any way disturb any existing services on the abovementioned property.
 9. That cognisance be taken that, in terms of the Asset Management Policy, a reactive disposal of a lower value immovable capital asset may be effected

directly to the prospective purchaser and that following the Public Participation Process, it will be deemed to be fair, equitable, transparent, competitive and cost effective.

10. *That no rights and/or obligations will vest herein before final approval by Council and the Deed of Sale is signed by both parties.*

The Item which served before the Executive Mayoral Committee on 22 July 2025 reads as follows:

“The purpose of this Item is for Council to consider the alienation of a portion ($\pm 10\text{m}^2$) of Erf 3, Tergniet, situated adjacent to Erf 228, Tergniet, 39 van Zyl Street, to Mr PJ Le Roux, in order to rectify the encroachment of his private property onto municipal property, since it is not required for basic municipal purposes.

DISCUSSION AND MOTIVATION / BESPREKING EN MOTIVERING

During Council Meeting held on 27 February 2025, Council Resolution E42-02/2025, it was resolved as follows:

- “1. *That approval be granted for the alienation of a portion ($\pm 10\text{m}^2$) of Erf 3, Tergniet, situated adjacent to Erf 228, Tergniet, 39 van Zyl Street to the adjacent property owner, Mr PJ Le Roux, at a market related purchase price of R23 000.00 (VAT inclusive), in order to rectify the encroachment of his property onto municipal property, since it is not required for basic municipal purposes.*
2. *That as the Applicant is the only person to whom this portion of property will have any practical use and as it will be utilised to rectify the encroachment of the property, Council resolves to dispose of this small portion of the property directly to the Applicant.*
3. *That this portion ($\pm 10\text{m}^2$) of Erf 3, Tergniet, be consolidated with the Applicants' adjacent property Erf 228, Tergniet, at the Applicant's cost.*
4. *That the Applicant be responsible for the costs of any Land Use Applications, if required, as well as the rezoning of the property.*
5. *That the Municipality reserves the right of free access to the property, without notice, for the purpose of inspection, maintenance, renewal, cleansing, repair and construction of municipal services.*
6. *That the Applicant will be responsible for all costs of the application, including advertisement, transfer and service connection costs.*
7. *That the Municipality be indemnified against any damages for any stormwater overflow/flooding or any other causes that may occur in the future. This precondition must also be included in the Title Deed.*
8. *That the Applicant will not alter or in any way disturb any existing services on the abovementioned property.*
9. *That the Public Participation Process, as prescribed in the relevant legislation, be followed.*
10. *That, in addition to the prescribed Public Participation Process the Council Resolution be referred to the Ward Councillor to bring it under the attention of the Ward Committee and that any comments, objections or representations be submitted by the Ward Councillor to the Municipality within thirty (30) days from date of the Council*

Resolution, failing which it will be accepted that there are no comments, objections or representations.

11. *That it be noted that in terms of the Asset Management Policy, a re-active disposal of a lower value immovable capital asset may be effected directly to the prospective purchaser and that following the Public Participation Process, it will be deemed to be fair, equitable, transparent, competitive and cost effective.*
12. *That, after completion of the prescribed Public Participation Process, this Item be referred back to Council for further consideration.*
13. *That no rights and/or obligations will vest herein before final approval by Council and the Deed of Sale is signed by both parties."*

The prescribed Public Participation Process was duly followed and the Council Resolution referred to the Ward Councillor. A Notice was also displayed on the frontage of the relevant property for the duration of the Public Participation Period. No comments and or objections were received.

The property is not required for the rendering of the minimum level of basic municipal services and can therefore be leased.

A copy of the Locality Plan was annexed, marked 'B'.

In terms of Regulation 36 of the Asset Transfer Regulations R878, the Municipal Council must, when considering approval for any proposed granting of the right to use, control or manage a capital asset, take into account:

- (a) **whether the capital asset may be required for the Municipality's own use at a later date;**

This portion of the asset is not required for municipal use.

- (b) **the expected loss or gain that is expected to result from the proposed transfer or disposal;**

The Municipal Valuer determined the market value of this portion ($\pm 10\text{m}^2$) of Erf 3, Tergniet, situated adjacent to Erf 228, Tergniet, 39 van Zyl Street at R23 000,00 (VAT inclusive).

- (c) **the extent to which any compensation to be received in respect of the proposed transfer or disposal will result in a significant economic or financial cost or benefit to the Municipality;**

The Municipality will receive payment of the purchase price as well as rates and services once the properties are registered.

- (d) **the risks and rewards associated with the operation or control of the capital asset that is to be transferred or disposed of in relation to the Municipality's interests;**

There will only be rewards applicable in relation to the Municipality's interest.

- (e) **the effect that the proposed transfer or disposal will have on the credit rating of the Municipality, its ability to raise long-term or short-term borrowings in the future and its financial position and cash flow;**

No detrimental effect will be experienced on the credit rating; cash flow will be enhanced.

- (f) any limitations or conditions attached to the capital asset or the transfer or disposal of the asset, and the consequences of any potential non-compliance with those conditions;**

An application was received from Tommie Visagie Land Surveyor on behalf of Mr PJ Le Roux, hereinafter referred to as the Applicant, to purchase a portion ($\pm 10\text{m}^2$) of Erf 3, Tergniet (municipal property), situated adjacent to Erf 228, Tergniet, 39 van Zyl Street (Applicant's property), in order to rectify the encroachment of his property onto municipal property and to consolidate this portion with the Applicant's adjacent property.

- (g) the estimated cost of the proposed transfer or disposal;**

All costs are for the Applicants' account.

- (h) the transfer of any liabilities and reserve funds associated with the capital asset;**

No transfer of reserve funds is associated with the asset.

- (i) any comments or representations on the proposed transfer or disposal received from the local community and other interested persons;**

The required Public Participation Process was followed and no objections were received to the proposed alienation.

- (j) any written views and recommendations on the proposed transfer or disposal by the National Treasury and the relevant Provincial Treasury;**

The current market value of this portion ($\pm 10\text{m}^2$) of Erf 3, Tergniet, situated adjacent to Erf 228, Tergniet, 39 van Zyl Street at R23 000,00 (VAT inclusive).

- (k) the interests of any affected organ of state, the Municipality's own strategic, legal and economic interests and the interests of the local community; and**

No interests will be affected.

- (l) compliance with the legislative regime applicable to the proposed transfer or disposal.**

The application is in compliance with:

The Local Government: Municipal Finance Management Act, No 56 of 2003.

The Local Government: Municipal Finance Management Act, No 56 of 2003: Municipal Asset Transfer Regulations, 2008.

Municipal Asset Management Policy.

FINANCIAL IMPLICATIONS / FINANSIËLE IMPLIKASIES

Income to the Municipality by receiving the purchase price as well as service fees and rates and taxes.

RELEVANT LEGISLATION / RELEVANTE WETGEWING

The Local Government: Municipal Finance Management Act, No 56 of 2003.

The Local Government: Municipal Finance Management Act, No 56 of 2003; Municipal Asset Transfer Regulations, 2008.

Municipal Asset Management Policy.

CONCLUSION / SAMEVATTING

It is therefore proposed that approval be granted for the alienation of a portion ($\pm 10\text{m}^2$) of Erf 3, Tergniet, situated adjacent to Erf 228, Tergniet, 39 van Zyl Street to the adjacent property owner, Mr PJ Le Roux, at a market related purchase price of R23 000,00 (VAT inclusive), in order to rectify the encroachment of his property onto municipal property, since it is not required for basic municipal purposes.

RECOMMENDATION

That the following recommendation be made to Council:

1. That cognisance be taken that the prescribed Public Participation Process was duly followed and the Resolution referred to the Ward Councillor. A Notice was also displayed on the frontage of the relevant property for the duration of the Public Participation Period. No comments and or objections were received from the public.
2. That Council Resolution E42-02/2025, be implemented as follows:
 - “1. That approval be granted for the alienation of a portion ($\pm 10\text{m}^2$) of Erf 3, Tergniet, situated adjacent to Erf 228, Tergniet, 39 van Zyl Street to the adjacent property owner, Mr PJ Le Roux, at a market related purchase price of R23 000,00 (VAT inclusive), in order to rectify the encroachment of his property onto municipal property, since it is not required for basic municipal purposes.
 2. That, as the Applicant is the only person to whom this portion of property will have any practical use and as it will be utilised to rectify the encroachment of the property, Council resolves to dispose of this small portion of the property directly to the Applicant.
 3. That this portion ($\pm 10\text{m}^2$) of Erf 3, Tergniet, be consolidated with the Applicants' adjacent property Erf 228, Tergniet, at the Applicant's cost.
 4. That the Applicant be responsible for the costs of any Land Use Applications, if required, as well as the rezoning of the property.
 5. That the Municipality reserves the right of free access to the property, without notice, for the purpose of inspection, maintenance, renewal, cleansing, repair and construction of municipal services.
 6. That the Applicant will be responsible for all costs of the application, including advertisement, transfer and service connection costs.
 7. That the Municipality be indemnified against any damages for any stormwater overflow/flooding or any other causes that may occur in the future. This precondition must also be included in the Title Deed.
 8. That the Applicant will not alter or in any way disturb any existing services on the abovementioned property.
 9. That cognisance be taken that, in terms of the Asset Management Policy, a reactive disposal of a lower value immovable capital asset may be effected directly to the prospective purchaser and that following the Public Participation Process, it will be deemed to be fair, equitable, transparent, competitive and cost effective.
 10. That no rights and/or obligations will vest herein before final approval by Council and the Deed of Sale is signed by both parties.

NOTE:

Please consult the complete annexures as attached to the agenda for the Planning and Economic Development Services Committee Meeting which was held on 16 July 2025 (Item PE81-07/2025) for more details.

RECOMMENDATION TO COUNCIL

1. That cognisance be taken that the prescribed Public Participation Process was duly followed and the Resolution referred to the Ward Councillor. A Notice was also displayed on the frontage of the relevant property for the duration of the Public Participation Period. No comments and or objections were received from the public.
2. That Council Resolution E42-02/2025, be implemented as follows:
 - “1. That approval be granted for the alienation of a portion ($\pm 10\text{m}^2$) of Erf 3, Tergniet, situated adjacent to Erf 228, Tergniet, 39 van Zyl Street to the adjacent property owner, Mr PJ Le Roux, at a market related purchase price of R23 000,00 (VAT inclusive), in order to rectify the encroachment of his property onto municipal property, since it is not required for basic municipal purposes.
 2. That, as the Applicant is the only person to whom this portion of property will have any practical use and as it will be utilised to rectify the encroachment of the property, Council resolves to dispose of this small portion of the property directly to the Applicant.
 3. That this portion ($\pm 10\text{m}^2$) of Erf 3, Tergniet, be consolidated with the Applicants' adjacent property Erf 228, Tergniet, at the Applicant's cost.
 4. That the Applicant be responsible for the costs of any Land Use Applications, if required, as well as the rezoning of the property.
 5. That the Municipality reserves the right of free access to the property, without notice, for the purpose of inspection, maintenance, renewal, cleansing, repair and construction of municipal services.
 6. That the Applicant will be responsible for all costs of the application, including advertisement, transfer and service connection costs.
 7. That the Municipality be indemnified against any damages for any stormwater overflow/flooding or any other causes that may occur in the future. This precondition must also be included in the Title Deed.
 8. That the Applicant will not alter or in any way disturb any existing services on the abovementioned property.
 9. That cognisance be taken that, in terms of the Asset Management Policy, a reactive disposal of a lower value immovable capital asset may be effected directly to the prospective purchaser and that following the Public Participation Process, it will be deemed to be fair, equitable, transparent, competitive and cost effective.
 10. That no rights and/or obligations will vest herein before final approval by Council and the Deed of Sale is signed by both parties.

E187-07/2025**WRITING-OFF IRRECOVERABLE DEBTS FOR THE PERIOD
ENDING JULY 2025**

File Number:

Report By: FOURIEJ

Item Reference Number: 13637859

PURPOSE AND BACKGROUND / DOEL EN AGTERGROND

The purpose of this Report is for Council to consider writing off debts up to July 2025.

DISCUSSION AND MOTIVATION / BESPREKING EN MOTIVERING

Socio-economic conditions necessitated that more emphasis should be placed on debtor's ability to comply with their obligation towards the Municipality. Seeing that many of the debts have the probability of no collection and the Policy makes provision that debts can be written off in certain cases, all the accounts were thoroughly checked.

The purpose and background regarding the writing off of these irrecoverable debts is detailed in full in the Annexures attached hereto.

FINANCIAL IMPLICATIONS / FINANSIËLE IMPLIKASIE

Writing off to the amount of R1 150 718.93.

RELEVANT LEGISLATION / RELEVANTE WETGEWING

The following is an extraction from the Customer Care, Credit Control, Debt Collection, Indigent and Tampering Policy:

"11 IRRECOVERABLE DEBT

The Municipal Council may, on recommendation from the Municipal Manager, or any duly delegated official, write off any debt or portion thereof, provided that the Municipal Council is satisfied that the debt or portion thereof is irrecoverable or that it will be in the best interest of the Municipality to accept part payment of the debt in full and final settlement.

The Executive Mayor may recommend to the municipal council that any outstanding debt or portion thereof be written off, if in his/her opinion it would be in the best interest of the Municipality, and that the writing off of the debt will not be contrary to the provisions of the Local Government: Municipal Finance Management Act, No. 56 of 2003.

The Executive Mayor and Municipal Manager also have the right to authorise write off, of debt if the amount falls within their delegated power.

11.1 Debt will be regarded as irrecoverable if:

The Accounting Officer has ensured that all avenues were utilized to collect the arrear debt.

Circumstances whereby a municipal Council may validate the termination of debt collection procedures as contemplated in Section 109(2) of the Municipal Systems Act:

- (a) All reasonable notifications and cost-effective measures to recover a specific outstanding amount have been exhausted; or*
- (b) If the amount to be recovered is too small to warrant further endeavours to collect it; or*
- (c) The cost to recover the debt does not warrant further action, i.e. to summons in another country; or*
- (d) Inactive accounts where all the necessary steps have been taken with no success and/or the debtor has no assets;*
- (e) The amount outstanding is the residue after payment of a dividend in the rand from an insolvent estate, sequestration, liquidation; or*
- (f) A deceased estate has no liquid assets to cover the outstanding amount; or*
- (g) Indigent household with no liquid assets (nulla bona) to cover the outstanding debt; or*
- (h) It has been proven that the debt has prescribed; or*
- (i) The consumer is untraceable or cannot be identified to proceed with further action; or*
- (j) It is impossible to prove the debt outstanding; or*
- (k) the outstanding amount is; (i) due to an irreconcilable administrative error by Council; (ii) as a result of an administration error by Council.*
- (l) When the debtor qualifies as an indigent household or household housing a person with a disability and are receiving a subsidy (this write-off will include all debt on the owner's / previous tenant's account on the property that have accumulated during the time the new applicant have been the occupier).;*
- (m) Clients in correctional care or clients who are imprisoned and there is no way of recovering the debt;*
- (n) Water leakages resulting in high water levies at registered indigent households or households housing a person with a disability.*
- (o) Fire brigade fees at registered indigent households or households housing a person with a disability;*
- (p) Blocked drains and sewerage at registered indigent households or households housing a person with a disability.*

11.2 Criteria for the Determination of the Recoverability or Non-Recoverability of Debt

- (a) All cases with the following classification “summons, judgment or execution” should be tested prior to the taking of action, with regard to the following:*
 - (i) Asset’s Survey. To undertake a home visit to make a survey of the type of house, its contents and other assets like vehicles registered in the name of the account holder*
 - (ii) as well as the combined income of the household. The result of this survey will determine whether further action is to be taken;*
- (b) If the survey however reveals that the debt is still not recoverable after all necessary steps has been taken, it should be tabled together with the “write off compliance Report” for consideration by Council to write off the debts.*

CONCLUSION / SAMEVATTING

The purpose and background regarding the writing off of irrecoverable debts is detailed in full on ANNEXURE A attached hereto.

The attached writing-off lists are detailed as follows:

- 1. INDIGENT HOUSEHOLDS (LEVEL 1) FOR JUNE** **R 891 193.79**
 If the debtor qualifies as an indigent household or household housing a person with a disability and are receiving a subsidy;
“Debt Collection Policy Sec 11.1(L)”
- 2. INDIGENT HOUSEHOLDS (LEVEL 2) FOR JUNE** **R 102 185.09**
 If the debtor qualifies as an indigent household or household housing a person with a disability and are receiving a subsidy;
“Debt Collection Policy Sec 11.1(L)”
- 3. FINAL RECOVERY MEASURES EXHAUSTED** **R 157 340.05**
 All reasonable notifications and cost-effective measures to recover a specific outstanding amount have been exhausted;
“Debt Collection Policy Sec 11.1(A)”

RECOMMENDATION

That the outstanding amounts as indicated here under, together with any interest or new levies up to date of approval be written off:

Indigent households for June (level 1) (64 Debtor accounts; Maximum Debtor of R122 515.85)	R 891 193.79
Indigent households for June (level 2) (10 Debtor accounts; Maximum Debtor of R43 712.50)	R 102 185.09

Final recovery measures exhausted <i>(6 Debtor accounts; Maximum Debtor of R116 514.47)</i>	R 157 340.05
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TOTAL	R1 150 718.93
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Raad WRITEOFF FILE

INDIGENT (LEVEL 1) BM	R	891 193,79		
INDIGENT (LEVEL 2) BM	R	102 185,09		
Final Recovery Measures Exhausted	R	157 340,05	R	1 150 718,93
WATER	R	349 634,52		
ELECTRICITY	R	247 721,84		
REFUSE	R	237 731,52		
SEWERAGE	R	199 229,45		
RATES	R	58 619,53		
COLLECTION FEE	R	36 812,86		
SUNDRY	R	6 211,50		
TAMPER	R	5 217,50		
HUUR	R	228,82		
LOANS	R	9 311,39	R	1 150 718,93

					1 150 718,93	349 634,52	247 721,84	237 731,52	199 229,45	58 619,53	36 812,86	5 217,50	6 211,50	228,82	9 311,39
Debtack No.	Municipal Acc No	Suburb	Employer	Delegation	Totale	WATER	ELECTRICITY	REFUSE	SEWERAGE	RATES	COLLECTION FEE	TAMPER	Sundry	HUUR	CID
42457/1	790067670039	ASLAPARK (79)	66	RAAD	45,69	45,69	-	-	-	-	-	-	-	-	-
41628/1	830029460011	KHAYELITSHA (81)	66	RAAD	11 045,11	3 406,66	1 794,82	2 582,21	2 761,22	-	500,20	-	-	-	-
41668/1	790046490010	ASLAPARK (79)	66	RAAD	7 924,18	1 646,63	2 082,35	1 842,48	1 753,72	-	599,00	-	-	-	-
42029/1	790068510020	ASLAPARK (79)	66	RAAD	13 273,53	3 316,20	2 652,80	3 081,09	3 225,68	398,76	599,00	-	-	-	-
42055/1	840013120014	KWANONQABA (83)	66	RAAD	5 293,53	2 738,52	-	1 213,06	1 219,39	23,76	98,80	-	-	-	-
42067/1	790062990015	ASLAPARK (79)	66	RAAD	11 368,23	2 924,46	2 120,06	2 813,87	2 910,84	-	599,00	-	-	-	-
42118/1	780139100023	HIGHWAY PARK (77)	66	RAAD	4 036,68	1 172,53	1 025,97	895,28	674,14	169,96	98,80	-	-	-	-
42486/1	790054310027	ASLAPARK (79)	66	RAAD	25,53	25,53	-	-	-	-	-	-	-	-	-
41201/1	790059050023	ASLAPARK (79)	66	RAAD	49 550,39	13 959,87	11 319,21	11 053,81	11 181,91	372,66	1 654,88	-	8,05	-	-
41249/1	790058660032	ASLAPARK (79)	66	RAAD	6 347,74	1 918,82	1 146,67	1 527,92	1 476,50	80,23	197,60	-	-	-	-
41525/1	790046830010	ASLAPARK (79)	66	RAAD	210,73	11,99	93,94	-	-	-	104,80	-	-	-	-
41838/1	790062950026	ASLAPARK (79)	66	RAAD	0,51	0,51	-	-	-	-	-	-	-	-	-
42116/1	790061870026	ASLAPARK (79)	66	RAAD	15 937,40	2 935,35	4 719,39	3 131,49	3 505,52	-	1 645,65	-	-	-	-
42136/1	830004970018	KWANONQABA (83)	66	RAAD	2 178,63	549,22	682,76	509,14	338,71	-	98,80	-	-	-	-
42146/1	740083750200	D'ALMEIDA X13 (74)	66	RAAD	807,32	-	451,54	256,98	-	-	98,80	-	-	-	-
42170/1	710106970010	D'ALMEIDA X7 (71)	66	RAAD	0,85	-	-	-	-	0,85	-	-	-	-	-
42176/1	830003310019	KWANONQABA (83)	66	RAAD	31 160,48	11 306,38	11 319,21	4 249,61	4 156,17	129,11	-	-	-	-	-
42211/1	790065350021	ASLAPARK (79)	66	RAAD	425,31	82,78	225,76	-	-	11,97	104,80	-	-	-	-
42233/1	790061920015	ASLAPARK (79)	66	RAAD	30 229,27	6 621,94	5 659,49	6 997,12	7 935,22	286,50	2 729,00	-	-	-	-
41442/1	790044430014	ASLAPARK (79)	66	RAAD	6 168,27	1 518,84	916,45	1 472,84	2 062,54	-	197,60	-	-	-	-
42126/1	360001800033	BRANDWACHT (36)	66	RAAD	11 717,12	4 382,69	-	2 804,57	3 139,56	-	1 390,30	-	-	-	-
40035/1	780037940013	CIVIC PARK (78)	66	RAAD	8 029,32	2 538,51	1 388,19	1 842,48	2 062,54	-	197,60	-	-	-	-
41687/1	780039320042	CIVIC PARK (78)	66	RAAD	17 336,82	4 099,43	3 178,76	3 902,54	4 340,99	332,55	1 482,55	-	-	-	-
42182/1	790038530014	CIVIC PARK (78)	65	RAAD	3 360,51	1 015,10	683,96	883,72	678,93	-	98,80	-	-	-	-
41375/1	780036770019	CIVIC PARK (78)	66	RAAD	2 428,61	848,63	680,62	345,81	335,43	20,52	197,60	-	-	-	-
42122/1	710095090014	D'ALMEIDA X7 (71)	66	RAAD	44 544,02	10 737,69	11 319,21	10 783,66	11 407,30	171,54	119,70	-	4,92	-	-
41787/1	740086820014	D'ALMEIDA X13 (74)	66	RAAD	5 573,39	1 219,28	1 158,01	1 228,33	1 368,77	-	599,00	-	-	-	-
42132/1	710098150016	D'ALMEIDA X7 (71)	66	RAAD	4 550,99	827,88	1 367,98	907,79	842,34	-	605,00	-	-	-	-
42201/1	740085550026	D'ALMEIDA X13 (74)	66	RAAD	3 362,04	1 143,42	471,69	619,87	650,63	476,43	-	-	-	-	-
41183/1	740087040026	D'ALMEIDA X13 (74)	66	RAAD	920,02	375,86	225,76	213,60	-	-	104,80	-	-	-	-

42120/1	760109610013	D'ALMEIDA X26 (76)	66	RAAD	0,45	0,45	-	-	-	-	-	-	-	-	-
39916/1	710095450023	D'ALMEIDA X7 (71)	66	RAAD	72 727,93	29 896,59	5 659,49	22 210,27	8 997,19	68,70	-	-	5 895,69	-	-
41241/1	710099950011	D'ALMEIDA X7 (71)	66	RAAD	3 282,38	739,21	680,62	907,79	757,16	-	197,60	-	-	-	-
42063/1	580104120018	D'ALMEIDA X7 (71)	66	RAAD	4 328,47	996,01	1 288,06	919,33	1 026,27	-	98,80	-	-	-	-
42069/1	710099630027	D'ALMEIDA X7 (71)	66	RAAD	6 166,33	2 063,63	1 905,96	2 196,74	-	-	-	-	-	-	-
42124/1	710096830011	D'ALMEIDA X7 (71)	66	RAAD	30 933,65	6 190,13	10 513,37	6 658,27	7 550,17	21,71	-	-	-	-	-
42154/1	710107220028	D'ALMEIDA X7 (71)	66	RAAD	45 691,65	12 905,46	11 319,21	7 661,19	8 701,31	983,47	4 120,97	-	0,04	-	-
42100/1	710096920015	D'ALMEIDA X7 (71)	66	RAAD	3 416,87	827,89	683,96	907,79	898,43	-	98,80	-	-	-	-
42244/1	710097700056	D'ALMEIDA X7 (71)	66	RAAD	16,24	16,24	-	-	-	-	-	-	-	-	-
42231/1	700102870014	D'ALMEIDA X8 (73)	66	RAAD	54 047,14	17 570,92	5 659,49	16 778,52	13 255,39	757,73	-	-	25,09	-	-
41539/1	710108470013	D'ALMEIDA X7 (71)	66	RAAD	940,63	447,52	451,54	41,57	-	-	-	-	-	-	-
41545/1	710096400014	D'ALMEIDA X7 (71)	66	RAAD	16 539,54	4 814,72	3 122,71	3 810,41	4 276,59	322,21	192,90	-	-	-	-
42011/1	710098550014	D'ALMEIDA X7 (71)	66	RAAD	122 515,85	67 992,76	22 629,13	20 782,09	10 816,15	285,39	-	-	10,33	-	-
40073/1	820017750015	ELANGENI/SINETHEMBA (82)	66	RAAD	11 820,00	3 411,38	2 113,06	2 804,57	2 891,99	-	599,00	-	-	-	-
41255/1	820019010012	ELANGENI/SINETHEMBA (82)	66	RAAD	28 390,86	7 368,89	7 866,63	5 042,88	5 688,72	150,38	2 170,55	-	-	102,81	-
40845/1	100015470046	GREENHAVEN (10)	66	RAAD	8 837,84	1 680,33	2 776,51	1 842,48	1 780,58	257,74	500,20	-	-	-	-
41245/1	100051730012	GREENHAVEN (10)	66	RAAD	8 335,74	1 718,96	2 776,51	1 530,86	1 710,41	-	599,00	-	-	-	-
41847/1	100012090018	GREENHAVEN (10)	66	RAAD	0,85	0,85	-	-	-	-	-	-	-	-	-
42053/1	100038370026	GREENHAVEN (10)	66	RAAD	15 163,66	4 993,21	4 226,32	2 804,57	3 139,56	-	-	-	-	-	-
42156/1	100038270029	GREENHAVEN (10)	66	RAAD	16 499,19	4 059,58	4 377,92	2 804,57	3 139,56	-	1 934,65	-	182,91	-	-
41578/1	100013990010	GREENHAVEN (10)	66	RAAD	8 409,72	2 435,89	1 627,49	1 842,48	2 062,54	342,52	98,80	-	-	-	-
41588/1	100013250048	GREENHAVEN (10)	66	RAAD	8 476,37	1 733,18	2 776,51	1 530,92	1 710,75	-	599,00	-	-	126,01	-
41954/1	630048620016	HEIDERAND X15 X9 (63)	66	RAAD	6 214,44	974,19	1 367,98	907,79	1 016,21	1 448,07	500,20	-	-	-	-
41171/1	780139050018	HIGHWAY PARK (77)	66	RAAD	1 087,96	354,52	230,24	299,64	136,84	66,72	-	-	-	-	-
41257/1	780139480015	HIGHWAY PARK (77)	66	RAAD	5 955,33	1 346,08	1 849,75	1 219,35	1 039,95	-	500,20	-	-	-	-
42453/1	800134750028	JOE SLOVO VILLAGE (80)	66	RAAD	451,54	-	451,54	-	-	-	-	-	-	-	-
42186/1	800132230016	JOE SLOVO VILLAGE (80)	66	RAAD	26 340,35	8 414,51	6 187,88	4 076,04	4 582,35	-	3 079,57	-	-	-	-
39615/1	810027150026	KHAYELITSHA (81)	66	RAAD	106,16	106,16	-	-	-	-	-	-	-	-	-
42164/1	830000080012	KWANONQABA (83)	66	RAAD	36 837,56	7 825,73	11 319,21	7 648,02	8 452,21	-	1 592,35	-	0,04	-	-
41335/1	710098580039	D'ALMEIDA X7 (71)	66	RAAD	6 884,86	2 105,98	451,54	1 685,85	1 838,74	127,46	675,29	-	-	-	-
42246/1	790053520025	ASLAPARK (79)	65	RAAD	430,18	125,04	-	146,36	158,78	-	-	-	-	-	-
41517/1	790045000016	ASLAPARK (79)	65	RAAD	7 227,20	1 531,49	1 993,72	1 685,42	1 875,90	41,87	98,80	-	-	-	-
42128/1	790055030018	ASLAPARK (79)	65	RAAD	43 712,50	15 439,45	5 885,25	7 794,38	8 849,51	-	456,50	5 217,50	69,91	-	-
42152/1	710098300015	D'ALMEIDA X7 (71)	65	RAAD	28 324,10	9 229,46	9 100,83	5 947,33	3 939,07	107,41	-	-	-	-	-
41640/1	710107460011	D'ALMEIDA X7 (71)	65	RAAD	2 418,94	1 514,80	-	146,36	158,78	-	599,00	-	-	-	-
42160/1	100013100017	GREENHAVEN (10)	65	RAAD	5 836,42	1 236,05	1 848,10	1 067,09	1 184,98	-	500,20	-	-	-	-
41233/1	600164100042	HEIDERAND X27 (60)	65	RAAD	0,14	0,14	-	-	-	-	-	-	-	-	-
39678/1	340044620012	SONSKYNVALLEI (34)	65	RAAD	10 874,50	3 420,70	1 869,78	2 627,14	2 759,28	-	197,60	-	-	-	-
41897/1	700130660018	TARKA (69)	65	RAAD	0,60	0,60	-	-	-	-	-	-	-	-	-
Final Recovery Measures Exhausted	580034660046	MOSSELBAAI (58)	FRME	RAAD	5 371,03	-	2 757,73	1 094,80	1 518,50	-	-	-	-	-	-
Final Recovery Measures Exhausted	580034670023	MOSSELBAAI (58)	FRME	RAAD	8 073,68	608,47	3 563,51	3 284,42	617,28	-	-	-	-	-	-
Final Recovery Measures Exhausted	580034680026	MOSSELBAAI (58)	FRME	RAAD	1 906,87	68,68	1 707,39	-	130,80	-	-	-	-	-	-
Final Recovery Measures Exhausted	580143480036	MOSSELBAAI (58)	FRME	RAAD	116 514,47	7 162,18	14 178,02	25 171,00	9 791,83	50 900,05	-	-	-	-	9 311,39
Final Recovery Measures Exhausted	580232280011	MOSSELBAAI (58)	FRME	RAAD	49,40	-	-	-	-	49,40	-	-	-	-	-
Final Recovery Measures Exhausted	700211060016	NEW SUNNYSIDE X6 (70)	FRME	RAAD	25 424,60	8 027,18	16 720,90	313,15	348,85	-	-	-	14,52	-	-
INDIGENT	400444500029	DUINELAAGTE/OTTOSRUUST (4)	66	RAAD	1 091,91	-	352,04	299,64	335,43	-	104,80	-	-	-	-
INDIGENT	860076210048	DANABAAI (86)	66	RAAD	1 108,54	241,93	451,54	299,64	115,43	-	-	-	-	-	-
INDIGENT	780036770019	CIVIC PARK (78)	66	RAAD	2 428,61	848,63	680,62	345,81	335,43	20,52	197,60	-	-	-	-
INDIGENT	7101033250018	D'ALMEIDA X8 (73)	66	RAAD	22 221,40	9 516,29	5 463,57	3 435,72	3 612,48	193,34	-	-	-	-	-
INDIGENT	100043880022	GREENHAVEN (10)	166	RAAD	19 432,06	16 302,05	151,61	-	-	-	2 978,40	-	-	-	-

E188-07/2025**WRITING OFF OF MAIN STORES AND SUB-STORES**
SHORTAGES: FINANCIAL YEAR 2024 - 2025

File Number:

Report By: ECHANDLER

Item Reference Number: 13645892

PURPOSE AND BACKGROUND / DOEL EN AGTERGROND

That Council considers the writing off of stock take losses and take on the surplus stock for the year ended 30 June 2025.

DISCUSSION AND MOTIVATION / BESPREKING EN MOTIVERING

The annual stock take for the year ended 30 June 2025 was conducted for all stock Items from 24 June 2025 until 30 June 2025, in a staggered manner to avoid the hampering of Council's operations. Differences in quantities found during the stock take are outlined in the attached factual finding Report from the Independent Internal Auditors to the Mossel Bay Municipality with regards to the procedures performed during the year-end inventory count.

Attached hereto is the Audit Report, prepared by Moore Consulting Southern Cape (Pty) Ltd, regarding the stock take status as at 30 June 2025 and shortages & surpluses are declared.

Considering the shortages, the Sudfloc U300 is delivered as a liquid. The plants used and issue the product in litres and need to be converted to kg because the product is registered in kg on the system. The method of measurement of the Sudfloc cannot give a 100% accurate result as the reading is measured in intervals of 1000 litres and is estimated. Sulphuric Acid 98% and Ferric Chloride 40 – 45% are liquids and the quantity is measured using ultrasound. The density of the liquid fluctuates depending on the temperature changes.

FINANCIAL IMPLICATIONS / FINANSIËLE IMPLIKASIE

Warehouse	Stock Code	Description	Difference	Unit Price	Total
3	7793	Tee Female 25 x 1" Plasson	1	56,92	56,92
23	8704	Sulphuric Acid 98%	28	20,29	568,12
		Total Surplusses			625,04

Warehouse	Stock Code	Description	Difference	Unit Price	Total
5	1	Sudfloc 3870	-128	14,5	(1 856,00)
8	1	Sudfloc 3870	-294	14,5	(4 263,00)
23	8705	Ferric Chloride 40-45%	-70	5,83	(408,10)
		Total Shortages			(6 527,10)

Total of shortages and surpluses	-	(5 902,06)
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RECOMMENDATION

1. That the total quantity of stock shortages amounted to R6 527.10 be written off from the main stores at a R0.00 value. The cost of the write off will be absorbed into the remaining Items.
2. That total stock surpluses amounted to R625.04 be taken on in the main stores at a R0.00 value. The cost per Items is taken on at R0.00, however the weighted average cost will automatically be allocated to the Items
3. That Council notes that these adjustments have no budgetary implications, as the total value of the stock will remain unchanged and no entries will be posted against the statement of profit and loss.

**Moore Consulting Southern Cape (Pty) Ltd**

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11 July 2025

The Municipal Manager
Private Bag X29
Mossel Bay
6500

Dear Sir,

REPORT FROM THE INTERNAL AUDITORS TO THE COUNCIL OF MOSSEL BAY MUNICIPALITY: PROCEDURES PERFORMED DURING THE 2024/2025 YEAR-END INVENTORY COUNT

Scope and Objectives

The objective of this engagement was to assist Mossel Bay Municipality with the physical verification of inventory on hand as at 30 June 2025 and to report on the procedures performed and discrepancies identified.

The scope was limited to a 100% physical inventory count at all municipal stores identified by management for inclusion in the 2024/2025 financial year-end reporting. The engagement was conducted in accordance with agreed-upon procedures and therefore does not constitute an audit, review or assurance engagement as defined by the International Auditing Standards.

The procedures performed were as follows:

Internal Audit facilitated and observed the inventory count process conducted between 24 and 30 June 2025. The following procedures were executed:

- Obtained inventory item listings for the main stores and outside points as at 24 June 2025. These listings included item codes and descriptions only (no quantities), to enable an independent count.
- Confirmed that the last batch numbers processed before printing the lists were Batch 7075 (issues) and Batch 50218 (receipts).
- Verified that the main stores were closed for the duration of the count, with stock issued only in emergencies.
- Participated in the physical inventory count across all locations and documented the quantities counted on the provided count sheets.
- Compared the physical quantities counted to the quantities recorded on the inventory management system as at 30 June 2025.
- Re-counted items where differences were noted to confirm accuracy.
- Conducted dip readings for petrol and diesel on 30 June 2025 at 13:00 and compared these with the system records.



- The main stores were counted on 24 June 2025 and 25 June 2025 (stores 1, 2, 3, 15, 16, 24 and 25);
- The outside points were counted over the period 25 June 2025 to 30 June 2025:
 - 25 June 2025 – stores 19, 21, 22, 23 and 27;
 - 26 June 2025 – stores 5, 6, 7, 8 and 9;
 - 27 June 2025 – water store;
 - 30 June 2025 – store 16.
- Refer to Annexure A for requisitions and invoices taken into account by Internal Audit, which were not updated on the system at the time of the stocktake.
- If differences were identified, the specific items were re-counted to ensure the accuracy of the reported figures.
- Refer to Annexure B for further detailed procedures followed during the inventory count.

Findings

1. The following differences in quantities between the physical count and the inventory management system for the main stores were identified:

Warehouse	Stock Code	Description	Physical Count	System Quantity	Difference
3	7793	TEE FEMALE 25 X 1" PLASSON	43	42	+1

* Pending council decision and approval to do a journal on the system for the extra one identified.

2. The following differences in quantities between the physical count and the inventory management system for the outside points were identified:

Warehouse	Stock Code	Description	Physical Quantity	System Quantity	Difference
5	1	Sudfloc 3870* ¹	100352	100480	-128
8	1	Sudfloc 3870* ¹	49754	50048	-294
23	8704	Sulphuric Acid 98%* ²	3660	3632	+28
23	8705	Ferric Chloride 40-45%* ²	5852	5922	-70

*¹ The method of measurement of the Sudfloc 3870 cannot give a 100% accurate result as the reading is measured in intervals of 1000 liters and needs to be estimated. Furthermore, the reading below the 1000l mark cannot be accurately measured. The density of the liquid fluctuates depending on the temperature changes.

*² The items are liquid and the quantity is measured using ultrasound. The density of the liquid fluctuates depending on the temperature changes.

3. There were 251 items on which no movement occurred during the 2024/2025 financial year, with a total value of R924,514.63 – refer to Annexure C for details. Consideration for aged, obsolete and impaired inventory items was performed on each inventory item. None of the applicable items was considered to have decreased in value.

According to the Senior SCM Practitioner (Stores and Disposal Management), the majority of the aged inventory items are used for old pipelines and power lines which new parts are no longer available unless specially manufactured. Costs relating to the latter are substantially higher and therefore it was decided not to write off slow-moving inventory items, as these can still be used.

4. Petrol/Diesel dip readings (Main Stores, Mossel Bay)
We took the following dip readings of petrol and diesel on 30 June 2025 – refer below for the results:



- Petrol 95 Octane – 15 051 litres
- Diesel – 29 771 litres

According to the system as of 30/06/2025 (and taking into account requisitions and journals not processed on the system at the time of the count), the quantity of petrol was 15 116 litres, constituting a shortage of 65 litres compared to the dip reading. The difference is within the allowable write-off percentage as approved by the Council for monthly write-offs due to evaporation. A total of 65 litres were written off on 30/06/2025 with batch 7084.

According to the system as of 30/06/2025, the quantity of diesel was 29 989 litres, constituting a shortage of 218 litres compared to the dip reading. The difference is within the allowable write-off percentage as approved by the Council for monthly write-offs due to evaporation. A total of 218 litres were written off on 30/06/2025 with batch 7084.

5. Listed in Annexure D are water store items counted at various outside locations. The items were issued from the main stores but are still on hand at year-end.
6. Listed in Annexure E are the following:
 - Requisition numbers and invoice numbers of all stock items issued and received after the stock count (excluding Diesel and Petrol). Please note that the issue and receipt of these stock items were not verified by internal audit and therefore also not taken into consideration in the quantities as counted by the internal audit team.

Limitations

- We were not required to and did not undertake an audit in terms of International Standards on Auditing. The scope of our work was limited to a review of documentary evidence made available to us. We have not verified the authenticity or validity of the records and documents made available to us.
- We have included information relevant to the review and related circumstances, but cannot conclude on the completeness of such information, as the possibility exists that not all relevant information and documentation were made available to us.
- Any documentation or information brought to our attention after the date of this report which would affect the findings detailed below will require our findings to be adjusted and qualified accordingly.
- This report is for your exclusive use and purpose, as set out above. Copies may be made available to your other advisors, provided that they use them solely for the purpose set out above and provided that they are made aware of the terms of this paragraph. Without our prior written consent, this report or any part thereof may not be made available to or copied to any other third party. In any event, we neither make any representations nor shall we have any liability, including claims for damages of any nature, to any third parties or your other advisors.

Overall Conclusion

Based on the agreed-upon procedures performed, the physical inventory quantities counted at Mossel Bay Municipality's main stores and outside points were, in most instances, consistent with the inventory management system records as at 30 June 2025. Minor discrepancies were identified and re-counted, with explanations provided where applicable. The differences noted were either immaterial or within acceptable thresholds, including evaporation-related variances on fuel.



The inventory count process was conducted in a controlled environment, and appropriate segregation of duties and oversight were evident. No significant control deficiencies or irregularities were observed during the count.

We trust the above is of assistance. Please do not hesitate to contact us should you require any further information or assistance.

Yours faithfully

A handwritten signature in black ink, appearing to read 'A. Smith', written over a horizontal line.

Moore Consulting Southern Cape (Pty) Ltd

**MOSSEL BAY MUNICIPALITY
YEAR-END INVENTORY COUNT**
JULY 2025
ANNEXURE A
**Requisitions/journals not updated on the system at the time of the inventory count
(excluding petrol and diesel)**

Reference	Requisition date	Batch number	Batch date
61771	21/06/2025	7076	26/06/2025
338809	18/06/2025	7077	25/06/2025
61607	19/06/2025	7077	25/06/2025
339064	19/06/2025	7077	25/06/2025
61608	19/06/2025	7077	25/06/2025
338971	19/06/2025	7077	25/06/2025
337898	11/06/2025	7079	27/06/2025

Requisitions/journals for petrol and diesel not updated on the system at the time of the inventory count

Reference	Requisition date	Batch number	Batch date
Petrol			
None			
Diesel			
None			

Invoices not updated on the system at the time of the inventory count

Warehouse	Invoice number	Updated with batch no.	Date goods received
1	67	50219	24/06/2025
15	3052548	50219	03/06/2025
19	694981	50219	25/06/2025

**MOSSEL BAY MUNICIPALITY
YEAR-END INVENTORY COUNT**

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ANNEXURE B

DETAIL INSTRUCTIONS REGARDING INVENTORY COUNT

Internal Audit Team: C. Van Zyl, S. Robsini, C. van der Merwe and A. Raja - Moore Consulting Southern Cape (Pty) Ltd ("Moore")	
Counting teams	Location
1) A. Raja (Moore), C. van Zyl (Moore) and M. Smit (Municipal official)	Main store (1, 15, 16 & 24 & 25)
2) S. Robsini (Moore), C. van Zyl (Moore), S. Pienaar (Municipal official) and M. Smit (Municipal official)	Main store (2)
3) C. van der Merwe (Moore), C. van Zyl (Moore) and V. Fili (Municipal official) and M. Smit (Municipal official)	Main store (3)
4) C. van der Merwe (Moore), C. van Zyl (Moore), M. Agalhas (Municipal official), S. Gobani (Municipal official), G. Kock (Municipal official) and M. Smit (Municipal official)	Outside stores (6 & 7)
5) S. Robsini (Moore), C. van Zyl (Moore), J. Olivier (Municipal official), M. Loliwe (Municipal official) and M. Smit (Municipal official)	Outside store (21)
6) S. Robsini (Moore), C. van Zyl (Moore), T. Nel (Municipal official), M. Mosia (Municipal official) and M. Smit (Municipal official)	Outside store (23)
7) C. van der Merwe (Moore), C. van Zyl (Moore), A. Grundling (Municipal official) and D. van Aswegen (Municipal official)	Outside store (19)
8) C. van der Merwe (Moore), S. Robsini (Moore), C. van Zyl (Moore), J. Links (Municipal official), B. Dido (Municipal official), C. Nondala (Municipal official), D. Khethelo (Municipal official), A. Prince (Municipal official) and M. Smit (Municipal official)	Outside stores (5, 8, 9 & 22)
9) C. van der Merwe (Moore), C. van Zyl (Moore), S. Zote (Municipal official) and M. Smit (Municipal official)	Outside store (27)
10) C. van Zyl (Moore), W. Volkwyn (Municipal official) and M. Smit (Municipal official)	Petrol and Diesel (Store 16)
<i>(Note: At all times, a counting team will include at least one independent employee of Moore Consulting Southern Cape (Pty) Ltd)</i>	
General information regarding inventory count:	
The Municipal warehouses consist of fifteen different warehouses housed in the inventory management system:	
1) General warehouse (store 1)	
2) Electrical warehouse (store 2)	
3) Water warehouse (store 3)	
4) Little Brak River Waterworks (store 5)	
5) Pinnacle Point Sewerage Plant (store 6)	
6) Mossel Bay District Sewerage Plant (store 7)	
7) Sandhoogte Waterworks (store 8)	
8) Great Brak River Waterworks (store 9)	
9) Materials and supplies warehouse (store 15)	
10) Zero-rated consumables warehouse (store 16) (including petrol and diesel)	
11) Roadsigns warehouse (store 19)	
12) Streets and Stormwater Schoeman Street (store 21)	
13) Streets and Stormwater Great Brak River (store 22)	
14) Desalination Plant (store 23)	
15) Personal Protective Equipment (store 24)	
16) Pre Auction warehouse (store 25)	

MOSSEL BAY MUNICIPALITY YEAR-END INVENTORY COUNT

JULY 2025

ANNEXURE B

17) Water warehouse (store 27)	
All inventory will be counted by a full counting team consisting of at least two people - one municipal official and one Moore employee.	
The municipal officials will process all inventory movements on the inventory system on 23 June 2025 before the start of the year-end inventory count on 24 June 2025.	
They will close the warehouses from 24 June 2025 to 30 June 2025. They will, however, issue stock if there is an emergency.	
They will issue petrol and diesel up until 30 June 2025. We will take the dip reading close to the end of the day and compare it to the system total and taking into consideration the requisitions and goods received notes for that day.	
We confirmed with the Senior SCM Practitioner (Stores & Disposal Management) that they do not keep third-party or consignment stock on the Municipal premises.	
<u>Procedures to be performed before the inventory count starts:</u>	
1	<p>The following procedures are performed to verify that there are no other locations where significant stock is stored and which are not included in the system:</p> <ul style="list-style-type: none"> • Enquire from Management of any sites, other than the official warehouses, where significant stock is kept at year-end. • Obtain proof of official instructions sent out to all departments to return significant unused inventory to the main stores at year-end, or to inform the finance department of the location thereof.
2	Observe the nature, location and layout of the inventory that we will count.
3	Ensure through observation that inventory items are marked, labelled or described so that the inventory count teams can easily identify them.
4	The Internal Auditor clerk will do a walkthrough with the counting teams, issue and explain the count instructions to explain precisely how the inventory count will be performed and what will be expected of each individual involved in the count. The inventory count will be performed on a systematic basis from one point of the storeroom to the other, ensuring that all inventory is counted.
5	<p>On the day of the inventory count, the Senior SCM Practitioner (Stores & Disposal Management) will generate an inventory listing from the inventory management system and provide it to the inventory teams.</p> <p>Inventory lists from each warehouse will be generated from the inventory system, depicting the following:</p> <ol style="list-style-type: none"> 1) Date the document was generated, 2) Warehouse number, 3) Inventory items that reside within the warehouse, 4) Space next to each item for the following: <ol style="list-style-type: none"> 4.1) Bin card balance, 4.2) Quantity counted during the year-end inventory count, and 4.3) Warehouse ledger total - this will be BLANK at the time the listing is printed - to be used after the count to capture the quantity on hand as per the inventory management system for comparison purposes.
6	The Senior SCM Practitioner (Stores & Disposal Management) will print one full inventory listing per warehouse.
7	The Internal Auditor clerk will observe and confirm that the storeroom is neat and clean and that all similar inventory items are grouped and stored together to make the performance of the inventory count easier.
8	The Internal Auditor clerk will record the batch number (requisition and goods received voucher) last processed before they reconcile the quantities per count with the inventory management system.
<u>Procedures to be performed during the inventory count:</u>	
1	Each team will receive a count sheet of the warehouse(s) allocated to them by the Internal Auditor clerk for counting.
2	The count sheets contain the inventory items and the warehouse where they reside - no quantities will be included on the list.
3	The teams will complete the count sheets in ink.

MOSSEL BAY MUNICIPALITY YEAR-END INVENTORY COUNT

JULY 2025

ANNEXURE B

4	Each team will receive stickers that they will use to mark the inventory after they counted it.
5	The bin card balance will be written onto the counting sheets (only to be used for information purposes)
6	The Municipal Official will count the inventory and the total quantity communicated to the Moore official.
7	The Moore official will then recount the inventory item above and write it on the counting sheet if both agree if not, both should re-perform the count until they agree and write the total of the item under the physical count.
8	Inventory items on the inventory count sheet for which no quantities are identified during the physical count will be captured as zero by the counting teams. At the end of the count, all items on the lists must have a quantity written against the lists, even if it is zero.
9	After a team has finished counting a warehouse, they will return the counting sheets to the Internal Auditor clerk. He will then also sign the counting sheet as proof thereof.
10	When inventory has been stacked in solid formation, the teams will ensure that no empty spaces exist between solid formations.
11	If the incorrect quantity was written on the counting sheets, it should be struck out and the correct quantity should be written on the counting list. The Municipal Official and the Moore official must then initial next to this correction.
12	If, during counting, the teams notice that inventory items exist that do not appear on the counting sheet provided, they will document it on the counting list provided and will be counted as well.
13	If raw materials and unquantifiable items are identified, that cannot be estimated in quantity by the naked eye or judgment of the facilitator, a specialist will be responsible for the estimation of these inventory items.
14	The teams will observe and inquire to ensure that inventory items are adequately safeguarded and protected against deterioration.
15	If the teams find that inventory items are damaged or obsolete during the count, they should report it immediately to the Internal Auditor clerk, place them in an isolated area and not include them in the quantity of the counting sheets.
16	After the team performed the count, the team members should sign the count sheet and provide it to the Internal Auditor clerk.
17	The movement of stock during the stock count should be limited to emergencies.
18	The copy of the store's issue voucher will be kept at the warehouse of all inventory items issued during the inventory count period.
19	When reconciliation between the physical and system quantity of an inventory is performed, the above store issue vouchers will be taken into consideration.
20	If any inventory items are received during the stock count, they will be kept separately from the items being counted and will not be updated on the inventory system during the count.
21	After the count, the store officials will update emergency issues and receipts on the inventory system and the Senior SCM Practitioner (Stores & Disposal Management) will oversee this. This will enable easy reconciliation between the stock counted and the stock included on the financial statement on 30/06/2025.
22	After the inventory count, we will generate a report to identify slow-moving items for inclusion in the count report, as per the agreed-upon procedures.
	<u>Procedures to be performed after the inventory count:</u>
1	After the inventory count has been performed, a system-generated report will be printed with the various inventory items and the quantity of each item - this will be done for all the warehouses on the inventory management system.
2	The Internal Auditor clerk and the Senior SCM Practitioner (Stores & Disposal Management) will do a walkthrough of all stores at the main warehouse to ensure that all inventory has a colour sticker, indicating that it has been included in the inventory count and count sheets.
3	The Internal Auditor clerk will ensure that the teams return all the issued count sheets.
4	The totals on the count sheets will be compared with the physical quantities counted and if differences exist, a recount will be performed. The count team will adjust the count sheet. Any differences after the recount will be investigated for explanations.
5	When the above is performed, the store issue vouchers for emergency inventory items will also form part of the comparison.

**MOSSEL BAY MUNICIPALITY
YEAR-END INVENTORY COUNT**

JULY 2025

ANNEXURE C

Inventory items that had no movement during the 2024/2025 financial year:

Warehouse	Code	Description	Last Transaction	Stock Value (R)
1	5412	SM ENVELOPES PAY BOX OF 1000	26/01/2024	17,945.83
1	8126	OS OVERALL 2 PIECE ELECTRIC SIZE 52	10/11/2021	431.36
1	8516	SM VISOR - CLEAR	08/03/2022	2,319.78
2	568	SM FITTINGS B100 BULKHEAD	23/11/2023	161.94
2	905	SM BOOT CABLE AND SHRINK	23/06/2023	1,128.60
2	931	OS CABLE HT 22KV 120 X 3 CORE	29/07/2020	40,200.00
2	942	SM CIRCUIT BREAKER S/P 15 AMP SFI	07/02/2022	216.40
2	945	SM CIRCUIT BREAKER S/P 50AMP SFI	04/11/2022	2,357.86
2	947	SM CIRCUIT BREAKER S/P 60AMP QF1	04/04/2023	3,745.60
2	950	OS CIRCUIT BREAKER S/P 90AMP SFI	19/11/2021	2,652.13
2	952	SM CIRCUIT BREAKER T/P 45AMP CURV	07/03/2024	4,184.28
2	973	SM CIRCUIT BREAKER T/P 300AMP	09/05/2023	24,224.25
2	974	SM CIRCUIT BREAKER T/P 450AMP	16/10/2023	34,867.04
2	990	SM CONNECTORS COPPER 7/.166	26/06/2023	6,910.20
2	1003	SM LAMPS HP METAL HALIDE HPI/T380	19/05/2022	14,291.88
2	1100	SM CIRCUIT BREAKER S/P 80A 10kA	24/11/2021	30,429.00
2	1621	SM EARTH LEAKAGE 3 PHASE 30 AMP W	01/03/2023	12,321.40
2	2010	SM FUSE LINK ELEMENT 36 AMP	04/05/2021	1,262.50
2	2011	OS FUSE LINK ELEMENT 40 AMP	22/12/2003	904.83
2	2014	SM FUSE LINK ELEMENT 60 AMP JSO	20/06/2023	558.40
2	2021	SM FUSES FLY 30 AMP	17/05/2024	744.24
2	2057	SM FUSE STRIKER PIN 75AMP 11KV	17/07/2017	3,712.50
2	3066	OS INSULATOR TRI-ARMS 66 KV	03/09/2015	28,497.20
2	3783	SM KIOSK 12 WAY	26/05/2020	19,894.23
2	3784	OS KIOSK TYPE D	27/01/2023	1,912.15
2	4131	SM BALLAST 57W ELECTRONIC	21/12/2023	6,379.80
2	4152	SM LAMPS SANT T SODIUM 400 WATT	20/06/2024	3,411.18
2	4164	SM LAMPS 100 W/ 250 V	11/05/2023	660.00
2	4176	OS LAMPS FLOURESCENT 2"	14/12/2015	128.75
2	4184	SM LUGS CRIMPING 6MM X 5MM	30/04/2018	486.00
2	4199	SM LUGS CRIMPING 120 MM X 10 MM	23/02/2024	3,038.40
2	4222	SM LAMP SON-T 1000W	13/10/2022	10,470.58
2	4312	SM LAMP 26W C/W 4000L	22/01/2024	660.14
2	6675	SM SHRINK KIT SIGMAFORM OUTDOOR T	14/02/2017	1,191.58
2	6676	OS SHRINK KIT SIGMAFORM INDOOR 1	17/01/2007	1,553.87
2	6684	SM SHROUDS LINE TAP BAKELITE	24/06/2022	1,831.75
2	6691	SM SHROUDS PRATLEY NO 6	11/09/2017	265.80
2	6695	OS PASTE SOLDERING FLUX	13/12/2016	64.22

**MOSSEL BAY MUNICIPALITY
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ANNEXURE C

Warehouse	Code	Description	Last Transaction	Stock Value (R)
2	6703	SM STAYRODS 8" X 5/8	10/08/2022	2,474.16
2	8202	OS FUSE CARTR STRIKER KEBXO L 63A	30/07/2012	5,829.69
2	8205	OS FUSE CART.STRIKER KEMXO L 90A	06/05/2020	3,379.80
2	8207	SM FUSE CART STRIKER OHGMA L 100A	08/02/2017	5,921.73
2	8208	SM FUSE CART STIKER OHGMA L 50A	29/06/2018	2,540.54
2	8210	SM FUSE CART STRIKER OQFRN S 25A	12/06/2024	6,981.72
2	8212	OS FUSE CART STRIKER OQFRN S 40A	27/02/2015	5,286.14
2	8213	SM FUSE CART STRIKER OQFRN S 50A	15/11/2019	940.50
2	8214	OS FUSE CARTRIDGE XE 271 25 A	13/04/2011	793.26
2	8225	OS INSULATOR LV PIN P 1 100MM	30/06/2003	45.00
2	8230	OS INSULATOR SILICON LONGROD 22KV	05/06/2008	1,485.00
2	8232	OS INSULATOR STAY PORCELAIN 12KV	18/03/2020	655.20
2	8236	OS JOINT EARTH H/S KIT 16-70MM	26/09/2012	1,157.65
2	8257	OS SHACKLE D BRACKET GAL.40MM S03	29/09/2023	624.00
2	8258	OS SHACKLE D BRACKET S/S 40MM S1	31/05/2022	256.50
2	8265	OS SOCKET-TONQUE ADAPT EC70 16MM	28/04/2016	605.00
2	8270	OS STRAIN A - FRAM GALV.	07/07/2005	880.00
2	8273	OS CLAMP SUSPENS. CRADLE G/EB22 11	25/03/2015	274.70
2	8274	SM CLAMP SUSP. CRADLE GAL EB24 25M	23/01/2019	178.60
2	8281	SM THIMBLE CLEVIS CU MTC 70	13/12/2016	290.00
2	8283	OS TOWER HOOK-BALL EC 51 16MM	20/03/2009	176.00
2	8400	SM CABLE 150X3	15/07/2019	6,127.30
2	8401	SM CABLE 22KV 35X3	14/10/2021	35,122.50
2	8409	OS CONDUIT BUNDLE 70X3	19/10/2004	9,450.00
2	8443	SM PLATE ADAPTOR	06/10/2022	372.16
2	8454	SM FERRULE 35MM	06/01/2016	25.17
2	8455	SM FUSE LINK 65 AMP	06/01/2016	490.00
2	8461	SM HOUSE WIRE 6MM	22/02/2022	4,218.30
2	8466	SM LUG 10MM	08/09/2020	108.67
2	8477	SM ARRESTOR 11KV LIGHTNING	21/09/2023	6,600.00
2	8482	SM CONDUCTOR PINE GREASED AACBS 3242:1970	08/12/2023	40,398.29
2	8485	SM JOINTS (FOR PINE CONDUCTOR)	13/03/2020	943.40
2	8490	OS GLAND STEEL COMPRESSION A2 - NO 5	24/10/2016	16,444.28
2	8967	SM SURGE PROTECTION DEVICES FOR STREET AND FLOODLI	27/01/2023	7,089.57
3	5684	OS PISTON KIT FLUSHMASTER	26/06/2015	3,512.15
3	7114	OS TEE CC 22 X 22 X 15MM	14/02/2022	738.24
3	7121	SM WASHER TAP 15MM H/D	14/05/2024	100.63
3	7123	SM JUMPER 15MM H/D	14/05/2024	1,536.29
3	7124	SM JUMPER 15MM L/D	14/05/2024	11,201.72

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ANNEXURE C

Warehouse	Code	Description	Last Transaction	Stock Value (R)
3	7126	OS BALL FLOATS PVC	03/03/2023	90.70
3	7129	OS PISTON KIT C F J 8.10	18/03/2020	1,881.60
3	7130	OS PISTON KIT CFJ 8.11	14/03/2019	1,811.76
3	7136	SM MASTER BAT PVC 28MM	11/09/2021	125.45
3	7153	SM HOLDER BAT 50MM PVC	21/12/2022	38.50
3	7168	OS SYPHON DIAPHRAG SHIRES	20/06/2019	289.20
3	7178	OS VALVE AVK FLANGED D WHEEL 100M	31/08/2023	11,488.50
3	7180	OS CI END CAP FOR PVC 50MM	26/05/2021	202.38
3	7183	OS CI END CAP FOR PVC 90mm	07/03/2018	949.35
3	7234	SM ADAPTORS PVC A/C 125MM CL 12	14/05/2024	1,705.00
3	7235	SM ADAPTOR PVC 125 X 110MM CL 12	23/06/2023	2,842.02
3	7258	OS OPTIMA CART/COUNTER 15MM	22/01/2020	1,067.22
3	7263	OS OPTIMA LENSES 20MM	16/02/2022	1,078.11
3	7280	SM TEES PLASSON FEMALE 20X20	29/02/2024	699.67
3	7313	SM RUBBER, 50MM SHORT COLLAR	31/10/2023	362.70
3	7314	OS RUBBER, 75MM SHORT COLLAR	09/09/2020	987.30
3	7315	OS RUBBER, 100MM SHORT COLLAR	30/07/2020	1,644.18
3	7319	SM RUBBER, 225MM SHORT COLLAR	30/05/2016	65.93
3	7320	SM RUBBER, 250MM SHORT COLLAR	24/07/2015	293.70
3	7321	SM RUBBER, 300MM SHORT COLLAR	25/03/2022	148.20
3	7324	OS RUBBER, 110MM SPECIAL SHORT COLLAR	25/05/2022	88.57
3	7325	SM COLLARS (GEWONE) 50MM	25/04/2022	341.25
3	7329	SM COLLARS (SPECIAL) 75MM	17/08/2023	366.85
3	7330	OS COLLARS (SPECIAL) 110MM	25/05/2022	826.85
3	7338	SM COLLARS CI SHORT 200MM	08/11/2023	926.97
3	7341	SM CI REDUCER 90-75mm	18/11/2022	1,502.86
3	7473	OS SHORT COLLAR 100MM LONG	01/07/2017	1,525.42
3	7474	OS SHORT COLLAR 50MM CI SPECIAL	29/02/2024	508.21
3	7477	OS SHORT COLLAR 250MM COD	25/04/2022	4,056.00
3	7478	OS SHORT COLLAR 300MM COD	23/06/2020	4,212.00
3	7497	OS VIKING JOHNSONS 468MM	23/06/2021	7,227.20
3	7501	OS VIKING JOHNSONS 315 X 332MM TO 359X372MM STEP	28/08/2023	11,074.15
3	7509	SM BEND DUCTILE IRON FOR PVC 45 DEG 250MM	21/06/2023	5,265.00
3	7534	SM CASCADE S/S REP COUPLING 331x337MM	25/04/2022	2,671.50
3	7535	SM UPVC BEND 160mm X 22.5 DEGREE CL 12	07/02/2024	1,110.96
3	7713	SM CI REDUCER 110-90mm	24/03/2022	1,529.06
3	7749	OS TEE 15MM CTF	21/05/2020	135.00
3	7757	SM BEND GALV 20MM M/F W/S	23/06/2022	55.68
3	7758	SM PLUGS GALV. 15MM	31/07/2023	128.44
3	7764	SM SOCKET GALV. 25MM	07/08/2023	85.61

**MOSSEL BAY MUNICIPALITY
YEAR-END INVENTORY COUNT**
JULY 2025**ANNEXURE C**

Warehouse	Code	Description	Last Transaction	Stock Value (R)
3	7766	OS TEES GALV. 40MM	07/02/2023	351.43
3	7768	SM BEND GALV. 15MM M/F W/S	01/06/2022	49.52
3	7770	SM PLUG GALV 20MM	22/08/2023	101.60
3	7777	SM TEE GALV. 20MM	06/01/2016	95.94
3	7778	OS TEE GALV. 50MM	21/11/2023	1,260.00
3	7819	OS SOCKET REDUCING GALV. 20X15	22/08/2023	303.41
3	7820	OS SOCKET REDUCING GALV. 25 X 20	27/07/2022	77.21
3	7822	OS RODDING EYE 160MM	06/10/2021	2,488.26
3	7831	OS CASCADE SADDLE (PVC)	17/08/2016	356.00
3	7832	OS CASCADE SADDLE (AC) 100 X 2"	24/01/2018	960.00
3	7842	SM VOLUMETRIC WATERMETERS USER INTERFACE UNIT	26/10/2016	4,180.00
3	7843	SM RANGER COUPLINGS 138-153mm	28/05/2024	5,927.79
3	7846	SM RANGER STEP COUPLINGS 401-417/477-493	08/07/2021	20,796.34
3	7847	SM RANGER STEP COUPLINGS 401-417/444-460	16/03/2017	20,631.60
3	7848	SM RANGER STEP COUPLINGS 401-417/460-477	08/07/2021	21,246.14
3	7849	SM A/C-PVC ADAPTOR 110mm	30/06/2018	444.75
3	7850	OS RANGER COUPLINGS 322-340mm	01/12/2020	13,970.73
3	7851	OS RANGER COUPLINGS 340-360mm	06/04/2024	7,786.68
3	7852	OS RANGER COUPLINGS 390-410mm	16/08/2020	19,695.52
3	7853	SM RANGER COUPLINGS 494-510mm	28/12/2018	11,736.84
3	7855	OS VOLUMETRIC PLASTIC 114MM METER COMPL ELEC FLO	21/10/2022	23,760.00
15	9	SM SLASHERS HANDLE WOODEN	07/08/2023	37.88
15	15	SM CLAMP HOSE G4	07/12/2022	187.40
15	16	SM CLAMP HOSE G6	04/04/2023	41.70
15	20	SM COUPLING GREASE GUN	22/12/2022	78.00
15	21	SM HOSE FLEX GREASE GUN	02/06/2021	55.00
15	24	SM HANDLES CLAW	01/03/2024	21.50
15	30	SM CLAMP HOSE 70-90	27/05/2024	38.70
15	32	SM FILE CHAIN SAW	29/04/2024	370.32
15	33	SM DRILL BIT MASONARY 7MM	25/11/2019	34.68
15	45	SM SCREWS ST 10 X 40	19/03/2024	132.84
15	46	SM SCREWS ST 8 X 16	03/01/2024	1.60
15	56	SM HANDLES CLUB	25/03/2022	109.90
15	59	SM PLUGS WALL 7MM	17/07/2023	56.83
15	8043	SM OIL 80/90	04/01/2019	598.40
15	8053	SM TECTYL	04/11/2022	1,539.15
19	8528	SM W111, 900MM, REINF, SHARP JUNCTION (HALF LEFT)	26/11/2020	624.00
19	8529	SM W112, 900MM REINF, SHARP JUNCTION LEFT	28/10/2020	208.00

**MOSSEL BAY MUNICIPALITY
YEAR-END INVENTORY COUNT**

JULY 2025

ANNEXURE C

Warehouse	Code	Description	Last Transaction	Stock Value (R)
19	8530	SM W117, 900MM, REINF, END OF DUAL ROADWAY TO LEFT	26/11/2020	1,040.00
19	8531	SM W201, 900MM, REINF, TRAFFIC CIRCLE ROAD SIGN	19/02/2021	5,323.03
19	8532	SM W203, 900MM, REINF, GENTLE CURVE LEFT	21/07/2023	1,441.10
19	8534	SM W206, 900MM, REINF, HAIRPIN BEND RIGHT	29/10/2020	1,248.00
19	8535	SM W207, 900MM, REINF, HAIRPIN BEND LEFT	29/10/2020	1,248.00
19	8536	SM W208, REINF, WINDING ROAD SIGN RIGHT LEFT	08/12/2022	184.21
19	8537	SM W215, REINF, LEFT LANE ENDS	26/11/2020	2,238.34
19	8538	SM W216, 900MM, REINF, CONCEALED DRIVEWAY, RIGHT	08/01/2024	3,005.75
19	8540	SM W218, REINF, CONCEALED DRIVEWAYS BOTH SIDES	06/05/2022	958.50
19	8541	SM W301, 900X1500MM, REINF, TRAFFIC AHEAD - ROBOTS	29/10/2020	3,780.31
19	8546	SM W310, 900MM, REINF, FARM ANIMALS (CATTLE)	29/10/2020	548.69
19	8550	SM W323, REINF, STEEP ASCENT SIGN	15/05/2021	736.84
19	8554	SM W413, REINF, GORE PLATE SIGN; 600X350MM	19/01/2023	1,105.26
19	8558	SM R2.1, 450X600MM, REINF, PEDESTRIAN	20/10/2022	3,098.56
19	8561	SM R5, REINF, PEDESTRIAN PRIORITY SIGN	29/10/2020	1,704.00
19	8564	SM R126, REINF, VEHICLES CONVEING DANGEROUS GOODS	29/10/2020	322.62
19	8565	SM R201-80; 1.2M; SPEED LIMIT	29/10/2020	6,002.20
19	8566	SM R201-20, 600MM, REINF, SPEED LIMIT 20KM SIGN	24/01/2022	1,193.39
19	8569	SM R202, 900MM, REINF, 5 TON TRUCK SIGN	06/12/2023	1,608.00
19	8572	SM R203, 600MM, REINF, AXLE MASS LOAD LIMIT 3T	29/10/2020	553.67
19	8575	SM R206, 600MM, REINF, EXCESSIVE NOISE PROHIBITED	24/05/2024	351.70
19	8583	SM R230; 900MM REINF; GVM PROHIBITED 15T	14/09/2020	3,105.42
19	8585	SM R302; REINF; 800X600MM; RESERVED LINE FOR BUSS	22/06/2023	1,079.00
19	8586	SM R305; REINF; PARKING - BLUE(RESERVATION) 600X45	09/02/2021	460.53
19	8588	SM R306-P; REINF; PARKING 60MIN	21/06/2024	107.77
19	8591	SM W405; 400X400MM REINF; CHEVRON	30/04/2024	83.21
19	8592	SM R505; REINF; MAX STAY BETWEEN TWO PERIODS /DAYS	20/10/2022	3,204.72
19	8593	SM TW201-20; 600MM REINF; TEMPORAL SPEED ZONE	29/10/2020	950.88
19	8598	SM TW339; 600MM REINF; GENERAL WARNING ON STAND	27/01/2022	1,305.00
19	8599	SM TW339 + TIN11; REINF; GRASS CUTTING ON STAND	29/10/2020	652.50
19	8600	SM TW405; 400X400MM REINF; SHARP CURVE CHEVRON RIG	29/10/2020	782.10
19	8601	SM TR104; 900MM REINF; KEEP RIGHT ON STAND	29/10/2020	2,034.83

**MOSSEL BAY MUNICIPALITY
YEAR-END INVENTORY COUNT**

JULY 2025

ANNEXURE C

Warehouse	Code	Description	Last Transaction	Stock Value (R)
19	8608	SM TGS106; REINF; 1 LAND TEMPORALY ENDS	03/10/2023	7,587.70
19	8609	SM IN11.5; 9.-00X300MM REINF; TOW AWAY SIGN	20/10/2022	7,725.86
19	8610	SM W104; REINF; T: JUNCTION AHEAD	29/10/2021	667.00
19	8611	SM W107+W108; REINF; SIDE ROAD JUNCTION BOTH SIDES	17/09/2021	1,912.00
19	8613	SM GFS A3-4; 1.676x0.8 REINF; BROWN BEACH SIGN	08/09/2023	3,154.97
19	8615	SM R217; 600MM; REINF; NO STOPPING 3 TON 20H00-06H	29/10/2020	1,750.00
19	8618	SM TR104; 900MM + STAND; REINF; CONTROL TRAFFIC TE	29/10/2020	4,258.24
19	8619	SM W214; 900MM; REINF; RIGHT LANE ENDS	29/10/2020	1,955.28
19	8621	SM W350; 900MM; REINF; RIVER DRIFT	19/02/2021	2,018.28
19	8623	SM R213; 600MM; REINF; NO U TURN	30/11/2022	217.29
19	8624	SM R222; REINF; NO ROLLER BLADES	18/01/2021	1,990.50
19	8625	SM TW330; 600MM ON STAND; REINF; SWITCH LANE LEFT	05/11/2022	779.30
19	8626	SM TW229; REINF; SWITCH LANE RIGHT	05/11/2022	977.64
19	8630	SM W348; REINF; RIVER BANK SIGN	29/10/2020	2,560.60
19	8631	SM R306; 450x350MM; REINF; PARKING LIMITED 60 MIN	29/10/2020	485.37
19	8632	SM IN506; SMALL; REINF; CAMERA (60KM)	17/11/2023	2,022.79
19	8633	SM IN11,5; 900MM; REINF; CAMERA	29/10/2020	674.26
19	8634	SM IN11,5; 1200MM; REINF; CAMERA	29/10/2020	674.26
19	8635	SM IN; 900X300MM; REINF; CAMERA	29/10/2020	168.56
19	8636	SM NO SKATING AND HAWKING	30/03/2023	3,064.89
19	8637	SM RIGHT OF WAY LEFT TURN	13/05/2022	645.24
19	8640	SM TRAFFIC CALMING SIGN; LARGE; REINF + EXLAMATION	29/10/2020	1,300.00
19	8641	SM HIKING TRAIL; BROWN; REINF	29/10/2020	2,565.80
19	8642	SM NO OVERNIGHTING; REINF	15/06/2023	1,140.40
19	8643	SM 5TON PROHIBITED; REINF	23/03/2023	2,680.00
19	8644	SM TIME LIMIT SIGN; 21:00 - 6:00; REINF	29/10/2020	312.00
19	8645	SM R500; 340X130MM; REINF; TIME SIGN 20:00 - 6:00	29/10/2020	64.00
19	8646	SM BLUE GENERIC BUST STOP SIGN; REINF	29/10/2020	372.00
19	8649	SM 10T PROHIBITED; REINF; NO GOODS VEHICLE	29/10/2020	2,407.35
19	8650	SM ENTRANCE/INGANG; REINF	29/10/2020	855.30
19	8651	SM UITGANG/EXIT; REINF	29/10/2020	855.30
19	8655	SM FREE PARKING; REINF	29/10/2020	4,480.00
19	8657	SM VAN RIEBEECK SPORTGROUND	29/10/2020	698.49
19	8658	SM VAN RIEBEECK TOWN HALL	29/10/2020	657.40
19	8659	SM WAIT FOR GREEN LIGHT	29/10/2020	1,134.00
19	8660	SM WARNING 30KM/H; REINF	29/10/2020	820.98

**MOSSEL BAY MUNICIPALITY
YEAR-END INVENTORY COUNT**

JULY 2025

ANNEXURE C

Warehouse	Code	Description	Last Transaction	Stock Value (R)
19	8661	SM R217; 600MM; REINF; NO STOPPING 22:00 - 06:00	29/10/2020	1,260.91
19	8662	SM SUPPLEMENTARY PLATE SIGN 20KM/H; REINF	29/10/2020	2,052.45
19	8664	SM PROHIBITION OF THE FOLLOWING	25/03/2022	3,705.00
19	8665	SM NO RIGHT TURN FOR 10 TONS; REINF	29/10/2020	161.33
19	8667	SM WELCOME TO FRAAIUITSIG	29/10/2020	491.23
19	8668	SM HARRY GIDDY PARK	29/10/2020	433.54
19	8670	SM SILENCE; REINF	29/10/2020	172.80
19	8672	SM RIGHT LANE ENDS; REINF	29/10/2020	325.88
19	8673	SM TEMP CONSTR SIGN ROAD CLOSED; 900MM + STAND	29/10/2020	382.46
19	8676	SM TW339; 600MM ON STAND; REINF; FLOOD DAMAGE	15/05/2021	2,610.00
19	8677	SM SKATING BOARD	15/05/2021	384.37
19	8680	SM W339 General Warning Sign	31/10/2023	3,940.65
19	8681	SM SIGN NO SKATING, ROLLER BLADING, SCOOTERS 600X40	18/04/2024	824.35
19	8816	SM W323, REINF ST DECENT	15/05/2021	552.63
19	8817	SM R216, 900MM REINF; PARKING PROHIBITED	23/03/2023	640.71
19	8818	SM R217; 900MM REINF; STOPPING PROHIBITED	15/05/2021	413.76
19	8819	SM R241; 900MM REINF; HAWKERS PROHIBITED	15/05/2021	262.71
19	8820	R3/600; 900MM; REINF; NO ENTRY + STAND; ROAD CLOSE	08/09/2022	162.90
19	8821	SM NO SKATING	30/03/2023	1,921.90
19	8897	SM Traffic Sign R401 - 403; Rectangular	24/01/2022	690.00
23	8697	SM HYDREX 4203; STERILISER OR SIMILAR; 25LT	09/07/2021	1,996.35
23	8698	SM SODA ASH; 25KG	24/05/2024	9,813.60
23	8699	SM HYDREX 4502; SODIUM HYDROXIDE PH HIGH; 25LT	09/07/2021	5,455.50
23	8701	SM SULPHURIC ACID; 98%; POLY CAN; 25LT	09/07/2021	1,858.30
23	8702	SM CALCIUM CHLORIDE FLAKES; 25KG	21/06/2023	42,634.73
24	8867	SM Large Material Mask Adult	22/05/2024	14,271.60
24	8868	SM Medium Material Mask Adult	22/05/2024	6,969.55
		Total		R924,514.63

**MOSSEL BAY MUNICIPALITY
YEAR-END INVENTORY COUNT**

JULY 2025

ANNEXURE D

Water store items counted at outside locations not in the inventory system

Description	Quantity
HARTENBOS WATER SUBSTORE	
110mm repair UPVC coupling	3
110mm AC PVC adapters	9
160mm AC PVC adapters	1
125mm AC PVC adapter	3
50mm AC PVC adapter	2
200mm AC PVC adapters	5
250mm UPVC repair couplings	4
250mm AC PVC adapters	2
50mm 90 ° bend	2
110mm 22.5° bend	6
110mm 45° bend	1
160mm 11.25 ° bend	1
90mm repair coupling	4
75mm repair couplings	2
63mm repair coupling	3
50mm compression couplings	2
75mm compression coupling	1
75mm compression elbow	1
468mm Easy T	2
Evo Grip Coupling 110m	3
63mm x 75mm AC PVC adaptor	1
63mm compression coupling	5
90mm AC PVC adapter	2
75mm AC PVC adapter	5
90mm 90 ° bend	3
110mm 90 ° bend	1
110mm 11.25 ° bend	2
63mm 90 ° bend	1
50mm compression elbow	1
125mm x 90mm AC PVC adapter	1
125mm x 110mm PVC reducer	1
Shot Collar	
200mm	1
Ranger Couplings	
205 x 222mm	2
108 x 128mm	6

**MOSSEL BAY MUNICIPALITY
YEAR-END INVENTORY COUNT**

JULY 2025

ANNEXURE D

Description	Quantity
88 x 103mm	4
218 x 235mm	1
230 x 247mm	1
480 x 500mm	1
391 x 407mm	2
444 x 460mm	1
509 x 523mm	2
509 x 523mm (long)	1
334 x 350mm	2
109 x 133mm	2
250 x 267mm	2
494 x 510mm	2
440 x 460mm	1
435 x 472mm	2
821mm	2
158 x 181mm	1
Ranger Flange Adapter	
235 x 252mm	5
302 x 318mm	4
159 x 182mm	5
242 x 262mm	2
351 x 378mm	3
509 x 523mm	1
391 x 407mm	2
444 x 460 x 450mm	2
315 x 332mm	2
132 x 154mm	1
205 x 222mm	1
108 x 128mm	1
88 x 103mm	2
158 x 181mm	1
160mm	2
SG Flange Adapter	
315mm	3
110mm	1
160mm	4
250mm	6
Ranger Step Couplings	

**MOSSEL BAY MUNICIPALITY
YEAR-END INVENTORY COUNT**

JULY 2025

ANNEXURE D

Description	Quantity
526 x 546 / 509 x 523	4
509 x 523 / 556 x 572	2
401 x 417 / 477 x 493	1
444 x 460 / 477 x 493	2
344 x 360 / 374 x 391	2
344 x 360 / 302 x 318	6
391 x 407 / 401 x 417	1
490 x 500 / 444 x 460	1
150 x 170 / 132 x 154	11
444 x 460 / 458 x 474	2
Ductile Iron Bent	
300 x 22.5°	1
300 x 45°	2
Ductile Iron Reducer	
300 x 250mm	3
Ductile Iron Flange Adapter	
250mm	5
AVK Plain Ended	
200mm	1
160mm	2
75mm	2
AVK Flange Valve	
400mm	1
SG Reducer Socket	
110 x 90mm	1
Cascade Repair Clamp	
174 x 183mm	1
218 x 228 x 200mm	2
157 x 163mm	1
198 x 205mm	1
68 x 76mm	2
AVK push fit cap top valve	
75mm	1

**MOSSEL BAY MUNICIPALITY
YEAR-END INVENTORY COUNT**

JULY 2025

ANNEXURE D

Description	Quantity
Cascade Saddle	
248 x 257 mm	1
Gripper Coupling	
90mm	4
110mm	2
200mm	4
160mm	1
75mm	1
Gripper Flange Adapter	
200mm	1
250mm	2
110mm	2
Air Valve	
50mm	1
200mm	1
Strainer	
80mm	1
Hydrant Tee	
75mm	1
PVC Saddle	
110mm x 1 inch	2
250mm x 3 inch	4
250mm x 2 inch	1
Nuvent PVC Valve	
Nuvent 100ml PVC Valve	1

**MOSSEL BAY MUNICIPALITY
YEAR-END INVENTORY COUNT**

JULY 2025

ANNEXURE E

Requisition numbers and invoice numbers of all stock items issued and received after the stock count:

Requisition Number	Date	Batch	Warehouse	Stock Code	Quantity
3396101	25/06/2025	7078	3	7851	-2
			3	8902	-2
			3	7243	-2
3396111	25/06/2025	7078	3	7706	-1
			3	7221	-3
3397431	27/06/2025	7080	3	7708	-8
3398371	30/06/2025	7083	24	8092	-1
61776			15	57	-10
			3	7781	-1
			15	49	-8
			3	7116	-10
61777			3	7175	-1
61778			15	49	-8
			15	8086	-1
61779			3	7708	-5

Invoice Number	Date	Batch	Warehouse	Stock Code	Quantity
55997	26/06/2025	50221	24	8092	+30
				8093	+29
1386	30/06/2025	50222	19	8896	+3
5680	30/06/2025	50223	7	3	+40

Please note that internal audit was not present during the issue and receipt of the above. However, the supporting documents were provided by the Municipality and verified by internal audit.

E189-07/2025

**SUPPLY CHAIN MANAGEMENT MONTHLY REPORT OF
DEVIATIONS APPROVED – MAY 2025**

File Number:

Report By: ECHANDLER

PURPOSE AND BACKGROUND / DOEL EN AGTERGROND

In terms of Executive Mayoral Committee Resolution FC42-07/2025 it was resolved as follows:

“That the following recommendation be made to Council:

That the Supply Chain Management Monthly Report of Deviations Approved for May 2025, be noted.”

That cognisance be taken of the Quarterly Capital Expenditure Report as at 31 December 2024.”

The Item which served before the Executive Mayoral Committee on 22 July 2025 reads as follows:

“The Monthly Report of Deviations Approved, received from Supply Chain Management, is hereby submitted to Council for noting.

RECOMMENDATION

That the following recommendation be made to Council:

That the Supply Chain Management Monthly Report of Deviations Approved for May 2025, be noted.”

NOTE:

Please consult the complete annexures as attached to the agenda for the Financial Services Committee Meeting which was held on 16 July 2025 (Item FC42-07/2025) for more details.

RECOMMENDATION TO COUNCIL

That the Supply Chain Management Monthly Report of Deviations Approved for May 2025, be noted.

E190-07/2025

**MONTHLY REPORTS WITH REGARD TO SUPPLY CHAIN
MANAGEMENT – MAY 2025**

File Number:

Report By: ECHANDLER

PURPOSE AND BACKGROUND / DOEL EN AGTERGROND

In terms of Executive Mayoral Committee Resolution FC41-07/2025 it was resolved as follows:

“That the following recommendation be made to Council:

That the Monthly Reports with regard to Supply Chain Management for May 2025, be noted.”

That cognisance be taken of the Quarterly Capital Expenditure Report as at 31 December 2024.”

The Item which served before the Executive Mayoral Committee on 22 July 2025 reads as follows:

“The Monthly Report, received from Supply Chain Management is hereby submitted to Council for noting.

RECOMMENDATION

That the following recommendation be made to Council:

That the Monthly Reports with regard to Supply Chain Management for May 2025, be noted.”

NOTE:

Please consult the complete annexures as attached to the agenda for the Financial Services Committee Meeting which was held on 16 July 2025 (Item FC41-07/2025) for more details.

RECOMMENDATION TO COUNCIL

That the Monthly Reports with regard to Supply Chain Management for May 2025, be noted.

E191-07/2025**APPLICATION FOR THE DELETION AND AMENDMENT OF CLAUSES 3.6 AND 3.8 OF THE DEED OF SALE BETWEEN THE MOSSEL BAY MUNICIPALITY AND COTILLION TRUST FOR ERF 3779 MOSSEL BAY ($\pm 8\,921\text{m}^2$), SITUATED AT THE CORNER OF ROBBIE SCHOLTZ STREET AND 9TH AVENUE, DA NOVA (PRIVATE HEALTHCARE FACILITY)**

Reference Number:

Report By: D Steyn

Item Reference Number: 13593836

PURPOSE AND BACKGROUND / DOEL EN AGTERGROND

The purpose of this Item is for Council to consider the deletion and amendment of Clauses 3.6 and 3.8 of the Deed of Sale between the Mossel Bay Municipality and Cotillion Trust for Erf 3779 Mossel Bay ($\pm 8\,921\text{m}^2$), situated at the corner of Robbie Scholtz Street and 9th Avenue, Da Nova.

DISCUSSION AND MOTIVATION / BESPREKING EN MOTIVERING

During Council Meeting held on 24 February 2022 under Council Resolution E23-02/2022, it was resolved, *inter alia*, as follows:

“3. That approval be granted for the alienation of Erf 3779 ($\pm 8\,921\text{m}^2$) situated at the corner of Robbie Scholtz Street and 9th Avenue, Da Nova, to Cotillion Trust in order to establish a Private Health Establishment, at a market related purchase price of R13 000 000,00 (VAT inclusive) payable on date of registration of the property into the name of the Applicant, as it is not required for basic municipal purposes.

5. That the Applicant will be responsible for the necessary land use applications for park closure and rezoning at its own costs and such applications be submitted within eight (8) months after the signing of the Deed of Sale and that twenty-four (24) months be granted to obtain the necessary approvals, failing which the Deed of Sale will lapse.

8. That a reversion Clause be added in the Title Deed that the Applicant must submit building plans within six (6) months after obtaining the necessary development (land use) rights, failing which the land will revert to the Municipality at the same value as the original purchase amount.

9. That a reversion Clause be added in the Title Deed that the development must obtain an Occupancy Certificate in terms of the National Building Regulations for the proposed use within three (3) years after obtaining the necessary development (land use) rights, failing which, the land will revert to the Municipality at the same value as the original purchase amount.

A Deed of Sale was subsequently entered into by the Municipality and Cotillion Trust dated 24 March 2022.

Clause 3.2 of the Deed of Sale reads as follows:

“The PURCHASER must at his own cost, fully develop, maintain and secure an Open Space to be utilized as play park as part of the development, accessible to the public from 6 am to 6 pm with an extent of at least 750 sqm”

Clause 3.6 of the Deed of Sale reads as follows:

“A reversion Clause must be registered in the Title Deed that the PURCHASER must submit building plans within 6 (six) months after obtaining the necessary development (land use) rights, failing which the land will revert to the Seller at the same value as the original purchase amount”

and Clause 3.8 of the Deed of Sale reads as follows:

"A reversion Clause must be registered in the Title Deed the development must obtain an occupancy certificate in terms of the National Building Regulations for the proposed use within 3 (three) years after obtaining the necessary development (land use) rights, failing which the land will revert to the SELLER at the same value as the original purchase amount."

Erf 3779 Mossel Bay was registered into the Purchaser's name in 2023, and subsequently transferred to Devereux Trust, the Applicant.

Erf 3779 Mossel Bay was recently subdivided into three portions, Erven 23225, 23224 and Remainder Erf 3779. The erf was subdivided to accommodate the Private Healthcare Facility on a separate portion (Erf 23225), associated uses that will be provided in future (Erf 23224) and a private open space (Remainder erf 3779) that had to be provided in terms of the Council Resolution and Deed of Sale.

The Title Deeds for the subdivided erven contains two title restrictions which was transferred from the original Title Deed of Erf 3779 as per Council Resolution E23-02/2022 and the Deed of Sale stating that:

- 1) building plans need to be submitted within 3 months; and
- 2) that an occupation certificate must be obtained within 3 years after approval of the development rights of the property from the Municipality.

As a result of the subdivision and as building plans have officially been approved by the Municipality and building work is under way, an application was received from First Plan Town Planners on behalf of the Devereux Trust (the applicant) for the deletion and amendment of the restrictive conditions contained in Council Resolution E23-02/2022 and the subsequent Deed of Sale between the Mossel Bay Municipality and Cotillion Trust dated 24 March 2022.

As the application is for deletions and an amendment of contractual Clauses arising from a Council resolution and subsequent Deed of Sale, the application needs to be referred to Council for consideration.

A copy of the application is attached hereto as Annexure 'A'.

A copy of the Locality Plan is annexed hereto as Annexure 'B'.

The building plans for the development of the Private Healthcare Facility on Erf 23225 (portion A on the attached Locality Plan) was approved and construction of the facility on this property has commenced in the second half of 2024.

Currently Erf 23224 (portion B on the attached Locality Plan) is vacant with no immediate plans for development.

Remainder Erf 3779 (portion C on the attached Locality Plan) will be landscaped as per the approved landscaping plans.

The Applicant applies for the amendment and deletion of the restrictive conditions contained in Clauses 3.6 and 3.8 of the Deed of Sale as follows:

ERF 23225 (portion A on the attached locality plan, the Erf on which the Private Healthcare Facility is being constructed):

Application is made for the deletion of the following Restrictive Condition:

Clause 3.6:

"A reversion Clause must be registered in the Title Deed that the PURCHASER must submit building plans within 6 (six) months after obtaining the necessary development (land use) rights, failing which the land will revert to the Seller at the same value as the original purchase amount"

and

for the amendment of the following Restrictive Condition:

Clause 3.8:

"A reversion Clause must be registered in the Title Deed the development must obtain an occupancy certificate in terms of the National Building Regulations for the proposed use within 3 (three) years after obtaining the necessary development (land use) rights, failing which the land will revert to the SELLER at the same value as the original purchase amount."

to be replaced by amended Clause 3.8:

"The Transferee must obtain an occupancy certificate in terms of the National Building Regulations for the proposed use within 3 (three) years after obtaining the necessary development (land use) rights, failing which the land will revert to the Transferor at the same value as the original purchase amount. Provision is however herewith made for the deletion of this condition by way of the necessary endorsement(s) on the title deed and after written confirmation of compliance to this condition by the Mossel Bay Municipality and the necessary submission(s) to and approval(s) by the Registrar of Deeds."

It is proposed that the deletion and amendment of the relevant conditions regarding Erf 23225 (the Erf on which the Private Healthcare Facility is being constructed) is supported, as the

building plans have been approved (Clause 3.6) and the construction is in progress (Clause 3.8).

ERF 23224 (portion B on the attached locality plan, currently vacant erf with no immediate plans for development):

Application is made for the deletion of the following Restrictive Conditions:

Clause 3.6:

"A reversion Clause must be registered in the Title Deed that the PURCHASER must submit building plans within 6 (six) months after obtaining the necessary development (land use) rights, failing which the land will revert to the Seller at the same value as the original purchase amount"

Clause 3.8:

"A reversion Clause must be registered in the Title Deed the development must obtain an occupancy certificate in terms of the National Building Regulations for the proposed use within 3 (three) years after obtaining the necessary development (land use) rights, failing which the land will revert to the SELLER at the same value as the original purchase amount."

It is proposed that the deletion of the restrictive conditions regarding Erf 23224 (vacant erf with no immediate plans for development) also be approved as the original purpose of the restrictive condition was to ensure the provision and operation of the primary healthcare facility on the original Erf 3779, which is being fulfilled. Any future utilization of this erf contrary to the current zoning will require a new land use application which can be considered separately.

REMAINDER ERF 3779 (portion C on the attached locality plan private open space/play park):

Application is made for the deletion of the following Restrictive Conditions:

Clause 3.6:

"A reversion Clause must be registered in the Title Deed that the PURCHASER must submit building plans within 6 (six) months after obtaining the necessary development (land use) rights, failing which the land will revert to the Seller at the same value as the original purchase amount"

Clause 3.8:

"A reversion Clause must be registered in the Title Deed the development must obtain an occupancy certificate in terms of the National Building Regulations for the proposed use within 3 (three) years after obtaining the necessary development (land use) rights, failing which the land will revert to the SELLER at the same value as the original purchase amount."

It is proposed that the deletion of the restrictive conditions regarding the Remainder of Erf 3779 (play park) also be approved as landscaping plans have already been approved, and Clause 3.2 will remain in the Deed of Sale as no application is made for the deletion or amendment thereof.

FINANCIAL IMPLICATIONS / FINANSIËLE IMPLIKASIE

None, the purchase price has been paid and the property transferred to the Applicant.

RELEVANT LEGISLATION / RELEVANTE WETGEWING

Contractual Law.

Municipal Asset Management Policy.

CONCLUSION / SAMEVATTING

It is therefore proposed that approval be granted for the deletion of Clause 3.6 of the Deed of Sale between Mossel Bay Municipality and Cotillion Trust dated 24 March 2022 with regard to Erfen 23225 (the Erf on which the Private Healthcare Facility is being constructed), Erf 23224 (currently a vacant erf with no immediate plans for development) and the Remainder of Erf 3779 (private open space and play park) as it is no longer relevant as the building and landscaping plans have been approved. It is further proposed that approval be granted for the amendment of Clause 3.8 of the Deed of Sale with regard to Erf 23225 as it only makes provision for earlier compliance, and the deletion of Clause 3.8 with regard to Erf 23224 and the Remainder of Erf 3779 as the original purpose of the restrictive condition was to ensure the provision and operation of the primary healthcare facility on the original Erf 3779, which is being fulfilled.

RECOMMENDATION / AANBEVELING

1. That cognisance is taken of the application received from First Plan Town Planners on behalf of the Devereux Trust (the Applicant), annexed hereto as Annexure 'A', for deletions and amendment of the restrictive conditions contained in Council Resolution E23-02/2022 and Clauses 3.6 and 3.8 of the subsequent Deed of Sale between the Mossel Bay Municipality and Cotillion Trust dated 24 March 2022.
2. That regarding Erf 23225 (portion A on the attached Locality Plan, the Erf on which the Private Healthcare Facility is being constructed), it be noted that the restrictive condition pertaining to building plans has been fulfilled as the building plans have been approved by the Municipality.
3. That due to the above, approval be granted insofar as it is applicable to Erf 23225 for the deletion of Clause 3.6 of the Deed of Sale which reads as follows:

"A reversion Clause must be registered in the Title Deed that the PURCHASER must submit building plans within 6 (six) months after obtaining the necessary development (land use) rights, failing which the land will revert to the Seller at the same value as the original purchase amount."

4. That regarding Erf 23225 (portion A on the attached Locality Plan, the Erf on which the Private Healthcare Facility is being constructed) it be noted that the restrictive condition pertaining to the obtainment of an occupancy certificate may be complied with before the lapsing of the permitted 3 (three) years as the construction of the Private Healthcare Facility is in progress.

5. That due to the above, approval be granted insofar as it is applicable to Erf 23225 for the amendment of Clause 3.8 of the Deed of Sale which reads as follows:

"A reversion Clause must be registered in the Title Deed that the development must obtain an occupancy certificate in terms of the National Building Regulations for the proposed use within 3 (three) years after obtaining the necessary development (land use) rights, failing which the land will revert to the SELLER at the same value as the original purchase amount."

to read as follows:

"The Purchaser/Transferee must obtain an occupancy certificate in terms of the National Building Regulations for the proposed use within 3 (three) years after obtaining the necessary development (land use) rights, failing which the land will revert to the Seller/Transferor at the same value as the original purchase amount. Provision is however herewith made for the deletion of this condition by way of the necessary endorsement(s) on the title deed and after written confirmation of compliance to this condition by the Mossel Bay Municipality and the necessary submission(s) to and approval(s) by the Registrar of Deeds."

6. That regarding Erf 23224 (portion B on the attached locality plan, currently vacant erf with no immediate plans for development) it be noted that the Applicant has no immediate plans for development of this portion and will therefore not be in a position to comply with the restrictive conditions pertaining to the submission of building plans and the obtaining of an occupancy certificate within 3 (three) years for this portion.
7. That due to the above approval be granted insofar as it is applicable to Erf 23224 for the deletion of Clause 3.6 of the Deed of Sale which reads as follows:

"A reversion Clause must be registered in the Title Deed that the PURCHASER must submit building plans within 6 (six) months after obtaining the necessary development (land use) rights, failing which the land will revert to the Seller at the same value as the original purchase amount."

and Clause 3.8 of the Deed of Sale which reads as follows:

"A reversion Clause must be registered in the Title Deed that the development must obtain an occupancy certificate in terms of the National Building Regulations for the proposed use within 3 (three) years after obtaining the necessary development (land use) rights, failing which the land will revert to the SELLER at the same value as the original purchase amount."

8. That regarding the remainder of Erf 3779 (portion C on the attached locality plan, private open space/play park) it be noted that the landscaping plans have already been approved, and Clause 3.2 of the Deed of Sale which reads as follows:

"The PURCHASER must at his own cost, fully develop, maintain and secure an Open Space to be utilized as play park as part of the development, accessible to the public from 6 am to 6 pm with an extent of at least 750 sqm"

will remain in the Deed of Sale as no application is made for the deletion or amendment thereof.

9. That due to the above approval be granted insofar as it is applicable to the remainder of Erf 3779 for the deletion of Clause 3.6 of the Deed of Sale which reads as follows:

"A reversion Clause must be registered in the Title Deed that the PURCHASER must submit building plans within 6 (six) months after obtaining the necessary development (land use) rights, failing which the land will revert to the Seller at the same value as the original purchase amount."

and Clause 3.8 of the Deed of Sale which reads as follows:

"A reversion Clause must be registered in the Title Deed that the development must obtain an occupancy certificate in terms of the National Building Regulations for the proposed use within 3 (three) years after obtaining the necessary development (land use) rights, failing which the land will revert to the SELLER at the same value as the original purchase amount."

10. That no rights or obligations will vest herein before signing of the amendment to the Deed of Sale by both parties.

'A'



Page i

APPLICATION FOR AMENDMENT/DELETION OF TITLE DEED CONDITIONS

**ERVEN 23224 & 23225 AND REMAINDER
ERF 3779 MOSSEL BAY**

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APPLICATION FOR AMENDMENT/DELETION OF TITLE DEED CONDITIONS ERVEN 23224 & 23225 AND REMAINDER ERF 3779 MOSSEL BAY

SECTION A BACKGROUND INFORMATION

1. INTRODUCTION AND BACKGROUND

Erven 23224, 23225 and Remainder Erf 3779 Mossel Bay, (hereafter referred to as the subject properties), are located in the well-established and centrally located neighbourhood of Da Nova.

The properties formed part of Erf 3779, Mossel Bay which was recently subdivided into three portions. Erf 3779 was originally owned by the Mossel Bay Municipality and transferred to the Devereux Trust for development of a Private Healthcare Facility.

The Devereux Trust furthermore subdivided the property to accommodate the Private Healthcare Facility on a separate portion (Erf 23225), a private open space (Rem erf 3779) that had to be provided, and associated uses that will be provided in future (Erf 23224). (Refer to previous approvals: Annexure K)



Figure 1: Subject properties

The building plans for the development of the Private Healthcare Facility on Erf 23225 was approved and construction of the facility on this property has commenced in the second half of 2024. Currently Erf 23224 is vacant with no immediate plans for development. Remainder Erf 3779 will be landscaped as per the approved landscaping plans.

The Title Deed for Erf 3779 includes two title restrictions stating that; 1) building plans need to be submitted within 3 months and 2) that occupation certificates must be obtained within 3 years after approval of the development rights of the property from the Municipality. As building plans have now officially been approved by the Municipality and building work is under way, our client has given instruction for an application to be submitted for these conditions to be removed. (Refer to Annexure K: Pre-application Consultation Record)



2. PLANNING BRIEF

In the light of the above-mentioned background information, the Devereux Trust has appointed *First Plan Town and Regional Planners* under power of attorney to prepare and submit the necessary applications to uplift the abovementioned title deed conditions on erven 23224, 23225 and Remainder Erf 3779 Mossel Bay. (Refer to Annexure H: Power of Attorney, Resolution).

3. APPLICATION

With the brief as a background to the development of the original Erf 3779 Mossel Bay, *First Plan Town and Regional Planners*, herewith officially submit the following applications as further fully motivated under paragraph 10.1 – 10.3 :

- Erf 23225 Mossel Bay:
 - Deletion of the following Restrictive Condition in terms of 15(2)(f) of the Mossel Bay By-Law on Municipal Land Use Planning (2021):

Condition D(1)

The Transferee must submit buildings plan within 6 (six) months after obtaining the necessary development (land use) right, failing which the land will revert to the Transferor at the same value as the original purchase amount.

- Amendment of the following Restrictive Condition in terms of 15(2)(f) of the Mossel Bay By-Law on Municipal Land Use Planning (2021):

Condition D(2)

The Transferee must obtain an occupancy certificate in terms of the National Building Regulations for the proposed use within 3 (three) years after obtaining the necessary development (land use) rights, failing which the land



will revert to the Transferor at the same value as the original purchase amount."

To be amended and replaced by:

Condition D(2)

"The Transferee must obtain an occupancy certificate in terms of the National Building Regulations for the proposed use within 3 (three) years after obtaining the necessary development (land use) rights, failing which the land will revert to the Transferor at the same value as the original purchase amount. Provision is however herewith made for the deletion of this condition by way of the necessary endorsement(s) on the title deed and after written confirmation of compliance to this condition by the Mossel Bay Municipality and the necessary submission(s) to and approval(s) by the Registrar of Deeds.

- Erf 23224 Mossel Bay:

- Deletion of Restrictive Conditions in terms of 15(2)(f) of the Mossel Bay By-Law on Municipal Land Use Planning (2021) for the following clauses:

Condition D(1)

The Transferee must submit building plan within 6 (six) months after obtaining the necessary development (land use) right, failing which the land will revert to the Transferor at the same value as the original purchase amount.

Condition D(2)

The Transferee must obtain an occupancy certificate in terms of the National Building Regulations for the proposed use within 3(three years after obtaining the necessary development (land use) rights, failing which the land



will revert to the Transferor at the same value as the original purchase amount.

- **Remainder Erf 3779 Mossel Bay**
- **Deletion of Restrictive Condition** in terms of 15(2)(f) of the Mossel Bay By-Law on Municipal Land Use Planning (2021) for the clauses:

Condition E(1)

The Transferee must submit building plan within 6 (six) months after obtaining the necessary development (land use) right, failing which the land will revert to the Transferor at the same value as the original purchase amount.

Condition E(2)

The Transferee must obtain an occupancy certificate in terms of the National Building Regulations for the proposed use within 3(three) years after obtaining the necessary development (land use) rights, failing which the land will revert to the Transferor at the same value as the original purchase amount.



SECTION B

SITE INFORMATION AND ANALYSIS

4. SUMMARY OF PROPERTY DETAILS

Table 1: Property information

Erf Number	Erf 23224 & Erf 23225 & Re Erf 3779 Mossel Bay
Allotment Area	Da Nova
Physical Address	Corners of Robbie Scholtz & Diaz Streets and Van der Riet Street & 9 th Avenue
Extent	Erf 23224: 2723m ² Erf 23225: 5441m ² Re Erf 3779: 750m ²
Title Deed Number	Erf 23224: T38218/2024 Erf 23225: T38219/2024 Re Erf 3779: T22840/2023
Bond Registered	Yes (Refer to Annexure I: Bond Holder's Consent)
General Plan/Diagram	SG 4841/1955 / SG 457/2023 / SG 458/2023
Applicant	FIRST PLAN Town and Regional Planners
Current Registered Owner	Devereux Trust
Current Zoning	Erf 23224 – Community Zone III Erf 23225 – Community Zone III Re Erf 3779 – Open Space Zone I
Existing Structures	Vacant (Construction on Erf 23225)
Proposed Use	Hospital, Health Support Facilities & Open Space
Zoning Scheme	Mossel Bay Zoning Scheme By-Law (2021)



5. SITE DESCRIPTION

The subject properties were originally known as Erf 3779 Mossel Bay at Da Nova. Erf 3779 Mossel Bay was however subdivided during 2023 into 3 portions resulting in the creation of Erf 23224, Erf 23225 and Remainder Erf 3779. The properties fall under the jurisdiction of the Mossel Bay Municipality. (Refer to Annexure E: SG Diagrams)



Figure 2: Surveyor General Diagram



6. LOCALITY

Erven 23224, 23225 and Re Erf 3779, Mossel Bay are located in the neighbourhood of Da Nova. The neighbourhood is well located in the geographical centre of the greater Mossel Bay with excellent access directly off the R102 (Louis Fourie Road) via the Marsh Street off-ramp and bridge. (Refer to Annexure C: Locality Plan)

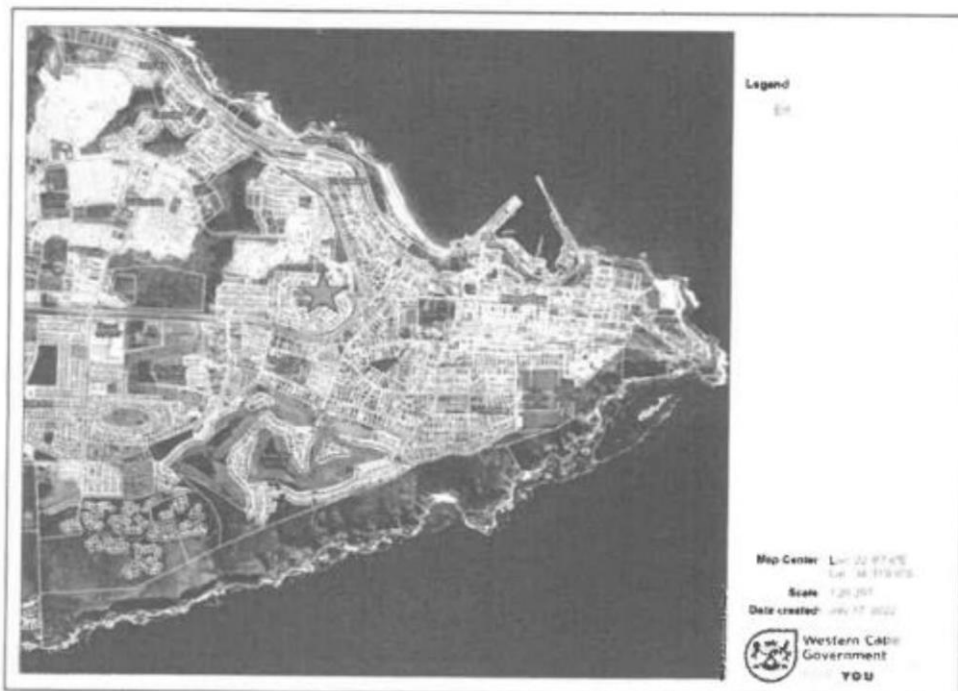


Figure 3: Da Nova Locality

The subject properties are bounded by Robbie Scholtz & Diaz Streets on its northern and western sides with Van der Riet Street & 9th Avenue on its eastern and southern sides.



7. ZONINGS AND LAND USES

As stated earlier, Da Nova is a conventional residential neighbourhood dominated in the past by Single Residential Zonings. Erf 3779 however forms part of the Da Nova Medical Precinct Overlay Zone. With the implementation of the development, it was allocated Community Zone III and Open Space Zone I zonings to accommodate the private health facilities and local park.



Figure 4: Local Zoning Extract

8. LEGAL STATUS

The subject properties are registered in the name of the Devereux Trust.

It has been confirmed by Cluver Markotter, the project conveyancers, that the restrictions which relates to building plans approval have been adhered to, are of no further relevance and can therefore be deleted. (Refer to Annexure F & G: Title Deeds & Conveyancer Certificate).



SECTION C

APPLICATION MOTIVATION

9. ORIGIN OF THE CONDITIONS OF TITLE

The resolution of Council made provision for the alienation of the subject property to the Devereux Trust for the development of a Private Healthcare Establishment subject to various technical and procedural conditions such as approval of building plans within 6 months (after transfer) and obtaining an occupancy certificate within 3 years of obtaining development approval (land use rights). These conditions were inserted in the original Erf 3779 title deed and transferred to the three subdivided portions during subdivision approval.

The building plans for the Private Healthcare Facility on Erf 23225 have been approved and construction has commenced on the said property. (Refer to Annexure O: Approved Building Plans) The requirement for building plan approval as per condition D(1) of the title deed has therefore been fulfilled. It is therefore requested to delete the title deed conditions related to the requirement of building plan approval as it has been complied with, with the approval of building plans and with the construction now under way. It must further be noted that this restriction should not have been registered against Erf 23224 and Remainder Erf 3779 Mossel Bay as the purpose of this title deed condition was to ensure the construction and operation of the primary healthcare facility and not to regulate associated uses that might follow later.

10. PROPOSED AMENDMENT/DELETION OF TITLE DEED CONDITIONS

10.1. ERF 23224 (ASSOCIATED HEALTHCARE FACILITIES)

ERF 23224 is earmarked for the provision of associated health facilities, with access to this erf from Diaz Street. This portion is currently vacant and will be developed at a



future date, as determined by the market. It is argued that the primary intent of the said title conditions was to ensure the provision and operation of the primary healthcare facility on site and not to manage possible future associated uses – hence the motivation to having the conditions related to building plans and occupancy removed from the title of erf 23224 Mossel Bay.

Application is therefore made to delete conditions D(1) and D(2) pertaining to Erf 23224 Mossel Bay; Title Deed T38218/2024.

10.2. ERF 23225 (PRIMARY HEALTHCARE FACILITY/HOSPITAL)

As stated above in this report, with building plans already approved and construction under way on this erf, condition D(1) on title Deed T38219/2024 pertaining to building plan approval, has been complied with and can be removed.

With the significant investment already made by our client being the owner of erf 23225 Mossel Bay, all effort is made to complete the construction activity as soon as possible to enable occupation of the facility in support of their feasibility. It is therefore motivated to amend condition D(2) pertaining to occupancy certificates **to permit the removal of this condition once occupancy certificates have been issued**, this to avoid another application to be lodged in future to having this condition removed.

10.3. REMAINDER ERF 3779: PRIVATE OPEN SPACE

This property has been rezoned to Open Space Zone I and a Landscaping Plan has been approved as part of the development. No primary healthcare or associated facilities will therefore be applied for or constructed on this erf. It is therefore motivated that conditions of E(1) and E(2) on Rem Erf 3779 Mossel Bay is not applicable and should not have been imposed as a condition of title against this erf being an open space.



SECTION D PROJECT APPRAISAL

11. CRITERIA FOR DECISION-MAKING

- 11.1 Section 33 of the Mossel Bay By-Law on Municipal Land Use Planning (2021) defines the criteria for decision-making for any deletion of title deed restrictions.

- (a) Financial or other value of the rights in terms of the restrictive condition enjoyed by a person or entity, irrespective of whether these rights are personal or vests in the person as the owner of the dominant tenement:

The purpose of the conditions to be removed, was to ensure the development of the subject properties within a reasonable time. Building plans have been approved and construction is underway, and the sole purpose of the relevant title conditions have thus been achieved, and the value of the property has been unlocked as envisaged by the Municipality.

- (b) The personal benefits which accrue to the holder of the rights in terms of the restrictive condition:

The Municipality has benefitted from the title conditions in so far as it has forced the owner of the subject property to implement the approved rights within the target period as stipulated. With this achieved, the purpose of the condition has been fulfilled.

- (c) The personal benefits which will accrue to the person seeking the removal, suspension of the restrictive condition if it is removed, suspended or amended.



As our client has fulfilled their obligation to having building plans approved and construction undertaken within the prescribed timeframes to ensure occupation within the 3-year time horizon, the sole reason for the conditions has lapsed – in essence – the Mossel Bay Municipality has now benefitted from the condition by largely achieving their objective of having the site developed within the timeframe provided.

(d) The social benefit of the restrictive condition remaining in place in its existing form:

Erf 23224 might remain vacant if the restrictive conditions D(1) & D(2) are not removed due to the dependence of associated uses on market forces that might only develop over time. It is thus argued that there will be no benefits to retain the condition on erf 23224 as the sole purpose thereof was to ensure the development of the primary health care facility now already under construction on erf 23225 Mossel Bay.

(e) The social benefit of the removal, suspension or amendment of the restrictive condition:

The development of feasible and affordable community facilities and supportive health care facilities are a necessity. Forcing the development of such support facilities to the primary health care facility on erf 23225, might well render such facilities uneconomical and a burden to the owner and community at large.

(f) Whether the removal, suspension or amendment of the restrictive condition will completely remove all the rights enjoyed by the beneficiary or only some of those rights:

The rights of the beneficiary i.e. the Municipality insistence of having the primary health care facility built and as soon as possible in operation, has already largely



been achieved with the approval of the building plans and advanced stage of construction on site. No rights of the beneficiary will therefore be affected.

11.2. **Section 65 of the Mossel Bay By-Law on Municipal Land Use Planning (2021)** defines the criteria for decision-making and specifies that when the Municipality considers an application, it must have regard to those criteria. The relevant criteria are henceforth listed followed by a motivation as to compliance thereto:

(a) The application submitted in terms of this By-Law:

Application duly made in terms of Section 15 of the By-Law

(b) The procedure followed in processing the application:

Application to be processed by the relevant Municipal Planners in terms of Sections 33 of the By-Law

(c) The desirability of the proposed utilisation of land and any guidelines issued by the Provincial Minister regarding the desirability of proposed land uses:

The desirability of the proposed development has been done in terms of the approved Da Nova Medical Precinct Overlay Zone that predetermined desirable uses for the subject property. Building plans have been approved on Erf 23225 in line with the land use approval.

(d) The comments in response to the notice of the application, including comments received from organs of state, municipal departments and the Provincial Minister in terms of Section 45 of the Land Use Planning Act:

The application will be advertised in terms of the requirements of the By-Law and any comments and/or objections will be considered by the Municipality as part of the desirability assessment of the application



- (e) The response by the applicant, if any, to the comments referred to in Paragraph (d):
The applicant will provide comment and responses to any feedback received during the public participation process to ensure a well-informed decision by the Municipality.
- (f) Investigations carried out in terms of other laws that are relevant to the consideration of the application:
If additional investigations need to be undertaken due to issues identified during the assessment process, such investigations will be undertaken and submitted to the Municipal Planning Department for further consideration
- (g) A written assessment by a registered planner appointed by the Municipality in respect of an application:
Mossel Bay Municipality has various registered planners in office who will be able to thoroughly assess the application
- (h) The impact of the proposed land development on municipal engineering services:
No impact on any municipal engineering services.
- (i) The integrated development plan, including the municipal spatial development framework:
The approved development on Erf 23225 has been assessed by the approved development strategies and policies as contained in the Mossel Bay IDP and SDF.
- (j) The integrated development plan of the district municipality, including its spatial development framework, where applicable:
Compliant as stated in paragraph (i) above
- (k) The applicable local Spatial Development Frameworks adopted by the Municipality:
Compliant as stated in paragraph (i) above



(l) The applicable structure plans;

N/A

(m) The applicable policies of the Municipality that guide decision making;

The application will be assessed in terms of Section 33 of the By-Law.

(n) The Provincial Spatial Development Framework;

The approved development complied with the Mossel Bay SDF that is fully compliant with the PSDF.

(o) Where applicable, a Regional Spatial Development Framework contemplated in Section 18 of the Spatial Planning and Land Use Management Act and Provincial Regional Spatial Development Framework;

N/A

(p) The policies, principles and the planning and development norms and criteria set by the national and provincial government;

N/A

(q) The matters referred to in Section 42 of the Spatial Planning and Land Use Management Act;

The Mossel Bay By-Law on Municipal Land Use Planning (2021) is fully compliant with Section 42 of SPLUMA and as such Municipal evaluations undertaken and decisions made in accordance with the By-Law, will be compliant with SPLUMA.

(r) The principles referred to in Chapter VI of the Land Use Planning Act;

The Mossel Bay By-Law on Municipal Land Use Planning (2021) is also fully compliant with Chapter VI of LUPA and as such Municipal evaluation undertaken and decisions made in accordance with the By-Law, will also be compliant with LUPA.



(s) The applicable provisions of the zoning scheme:

This application was done in accordance with the provisions of the approved Da Nova Medical Precinct Overlay Zone; Mixed Uses Zoning.

(t) Any restrictive condition applicable to the land concerned

A conveyancer certificate has been obtained for Erven 23224, 23225 and Remainder Erf 3779 Mossel Bay and therefore the deletion of the restrictive conditions are applied for.



SECTION E

CLOSING STATEMENT

12. CONCLUSION AND RECOMMENDATION

The original Erf 3779 was alienated to Devereux Trust for the establishment of a private health facility. As part of the approval, various conditions have been imposed and from the above, it is clear that our client is committed to the development of the subject properties and that they have made good progress in the implementation of the rights approved and the conditions registered against the title deeds of the subject properties.

It is therefore motivated that the relevant conditions have served its purpose and that these conditions can now be amended/delete.

It is therefore submitted that there should be no reason to believe that the approval of this application will impede on anybody's rights, to the contrary, it should be abundantly clear that the relevant conditions have served its purpose and that it can now be amended/removed from the title deeds.

The Mossel Bay Municipality is therefore respectfully requested to support this application for approval.



E192-07/2025

**BENEVOLENT PARK NPC: NOMINATION OF COUNCILLOR
TO ACT AS DIRECTOR**

File Number: 12/3/4/19

Report By: PRINS N

Item Reference Number: 13594597

PURPOSE AND BACKGROUND / DOEL EN AGTERGROND

The purpose of this Item is for Council to consider the nomination of a Councillor to act as a Director of the Benevolent Park NPC (hereafter “NPC”), due to the passing of Councillor E. Meyer.

DISCUSSION AND MOTIVATION / BESPREKING EN MOTIVERING

During the Council Meeting held on 28 March 2024, under Item E68-03/2024 it was *inter alia* resolved as follows:

“7. That the Ward Councillor, Councillor E Meyer be nominated by Council to serve on the NPC.”

The NPC has since been registered and the Board of the NPC constituted in terms of the Memorandum of Incorporation (MOI).

In terms of Clause 10.1.1 of the MOI of the NPC it shall at all times have a minimum of five (5) Directors consisting of, *inter alia*, one Councillor nominated by Council.

It is therefore proposed that Council nominates a Councillor to act as Director due to the passing of Councillor Meyer.

RECOMMENDATION

1. That Council nominates a Councillor to act as Director of the Benevolent Park NPC in terms of Clause 10.1.1. (a) of the Memorandum of Incorporation of the NPC, due to the passing of Councillor Meyer.
2. That the Benevolent Park NPC be informed of the Councillor nominated by Council and to register the change in Director with the Companies and Intellectual Property Commission Republic of South Africa (CIPC).

APPENDIX / BYLAAG

No

E193-07/2025**SECTION 79 AND 80 COMMITTEES: FILLING OF VACANCY:
REPLACEMENT OF LATE COUNCILLOR E MEYER**

Reference Number: 3/2/2/1; 3/2/1/4/1

Report By: Puren C

Item Reference Number: 13645240

PURPOSE AND BACKGROUND / DOEL EN AGTERGROND

The purpose of the Item is for Council to nominate Councillors to fill the vacancies on the various Committees on which the late Councillor E Meyer served.

DISCUSSION AND MOTIVATION / BESPREKING EN MOTIVERING

The late Councillor E Meyer served on various Committees of Council since the November 2021 election being the following:

- Community Safety Committee (sec)
- Financial Services Committee
- Infrastructure Services Committee
- Land Use Planning Committee (sec)
- Municipal Public Accounts Committee
- Section 62 Appeals (Chairperson)
- Employment Equity Committee
- Clinic Committee – D’Almeida Day Centre (Ward 9)
- Health Forum – Eden
- Health Forum – Mossel Bay
- Hospital Board
- Police Forum & Sector – Da Gamaskop
- SALGA Women’s Commission (sec)

As there is currently a vacancy on the various Committees it is proposed that Council considers nominating and appointing a suitable candidate from amongst the Councillors.

FINANCIAL IMPLICATIONS / FINANSIËLE IMPLIKASIE

None.

RELEVANT LEGISLATION / RELEVANTE WETGEWING

Local Government: Municipal Structures Act, No. 117 of 1998.

**INTEGRATED DEVELOPMENT PLAN IMPLICATIONS / GEÏNTEGREERDE
ONTWIKKELINGS PLAN IMPLIKASIES**

None.

RECOMMENDATION / AANBEVELING

1. That as there is currently a vacancy on the following Committees Council nominates a suitable Councillor to fill the vacancy in late Councillor E Meyer's stead:

- 1.1 Community Safety Committee (sec)

- 1.2 Financial Services Committee

- 1.3 Infrastructure Services Committee

- 1.4 Land Use Planning Committee (sec)

- 1.5 Municipal Public Accounts Committee

- 1.6 Section 62 Appeals (Chairperson)

- 1.7 Employment Equity Committee

- 1.8 Clinic Committee – D'Almeida Day Centre (Ward 9)

- 1.9 Health Forum – Eden

- 1.10 Health Forum – Mossel Bay

- 1.11 Hospital Board

- 1.12 Police Forum & Sector – Da Gamaskop

- 1.13 SALGA Women's Commission (sec)

E194-07/2025**DEVIATION APPOINTMENTS: LOCAL RADIO STATIONS:
2025/2026 FINANCIAL YEAR**

File Number: 10/1/1

Report By: PURENC

Item Reference Number: 13645583

PURPOSE AND BACKGROUND / DOEL EN AGTERGROND

The purpose of this Item is for Council to take cognisance of the deviation appointments of local radio stations in Mossel Bay, to render services to the Mossel Bay Municipality as required in terms of the Local Government: Municipal Systems Act, No. 32 of 2000.

DISCUSSION AND MOTIVATION / BESPREKING EN MOTIVERING

The Municipality has an obligation of public participation with its community which is enshrined in the Constitution under Section 152. One of the objects of Local Government as stated in the aforementioned Section is to encourage the involvement of communities and community organisations in the matters of local government.

Section 21 of the Local Government: Municipal Systems Act, No. 32 of 2000 supports this by stating that when anything must be notified by the Municipality through the media to the local community in terms of this Act or any other applicable legislation, it must be done *inter alia* by means of radio broadcasts covering the area of the Municipality.

There are currently four (4) local radio stations in Mossel Bay which broadcasts directly within the municipal area as follows:

- Eden FM
- Heartbeat FM
- SFM; and
- Tambo FM

As the Municipality is required to utilise radio stations to communicate to the public the Municipal Manager will by means of a deviation in terms of the Supply Chain Management Regulations entered into agreements with Eden FM, Heartbeat FM, SFM and Tambo FM to render services to the Municipality as in terms of Regulation 36 of the Supply Chain Management Regulations, it is deemed to be impractical to follow the official procurement processes due to the following reasons:

- The radio stations all have different listener bases and by utilising all of them, communications reach more of the community;

- The stations are local and easily accessible to the community and officials alike ensuring that costs are not wasted due to travelling time.

The appointments are from 1 July 2025 until 30 June 2026 with the following expenditure:

SFM, Eden FM, Heartbeat FM and Tambo FM are each paid R11 000.00 VAT inclusive per month which amounts to R607 200.00 VAT inclusive, per year.

By contracting with the local radio stations the Municipality is also contributing to the Local Economy and assisting the radio stations to be sustainable.

In terms of the agreements the Municipality has various slots and lengths of airtime to discuss municipal affairs and convey important information to the community. Many Directors and officials have utilised the time allowed very effectively to engage with the community and convey important information.

RECOMMENDATION

1. That cognisance be taken of the deviation appointments of SFM, Heartbeat FM, Eden FM and Tambo FM to render radio station services to the Municipality for the period from 1 July 2025 until 30 June 2026 in terms of Regulation 36 of the Supply Chain Management Regulations as it is deemed to be impractical to follow the official procurement processes for the reasons as stated in the Item.
2. That cognisance be taken that SFM, Eden FM, Heartbeat FM and Tambo FM are each paid R11 000.00 VAT inclusive per month which amounts to R607 200.00 VAT inclusive, per year.

APPENDIX / BYLAAG

No

E195-07/2025

SECTION 67: LOCAL GOVERNMENT: MUNICIPAL FINANCE MANAGEMENT ACT, NO. 56 OF 2003: TRANSFER: 2025/2026: MOSSEL BAY SPORT COUNCIL

File Number:

Report By: SMIT M

Item Reference Number: 13645720

PURPOSE AND BACKGROUND / DOEL EN AGTERGROND

The purpose of the Item is for Council to consider the request from the Mossel Bay Sport Council (hereafter “MBSC”) in respect of a Section 67 transfer for the 2025/2026 financial year.

DISCUSSION AND MOTIVATION / BESPREEKING EN MOTIVERING

The MBSC in terms of its attached application, Annexure A currently has approximately 54 paid-up sport and recreational clubs which represent sporting codes from different areas in Mossel Bay from Friemersheim to Herbertsdale.

The MBSC as per its application requests Council's consideration for a Section 67 transfer in terms of the Local Government: Municipal Finance Management Act, No. 56 of 2003 to an amount of R195 000.00 (One Hundred and Ninety-Five Thousand Rand).

In accordance with Council Resolution E90-04/2025 the application was duly submitted for a legal opinion for consideration to be measured against the principles contained in legislation and Circular 131.

The following external advice was received from counsel and summarized as follows:

1. That as advised previously, in principle no reason is seen as to why the possible grant or donation to the MBSC does not fall within the ambit of Section 67.
2. However, if the grant or donation is contingent on an obligation or expectation to render a service to the Municipality, such as to assist the Municipality in developing and maintaining sports programmes or facilities, this is a supply of services and must be procured. Such an arrangement will not be unrequited.

In accordance with Section 67 of the MFMA the Accounting Officer must be satisfied that the organization or body has the capacity and has agreed –

- To comply with any agreement with the Municipality;
- For the period of the agreement to comply with all Reporting, financial management and auditing requirements as may be stipulated in the agreement;
- To Report at least monthly to the Accounting Officer on actual expenditure against such transfer; and
- To submit its audited financial statements for its financial year to the Accounting Officer promptly;

The organization or body must also implement effective, efficient and transparent financial management and internal control systems to guard against fraud, theft and financial mismanagement and have in respect of previous similar transfers complied with all the requirements of this Section 67.

With due consideration of the aforementioned, the Municipality will enter into an agreement with the MBSC setting out the terms and conditions of the grant and that the conditions contained in the agreements are aimed at ensuring that funds donated are utilized for its intended purpose.

FINANCIAL IMPLICATIONS / FINANSIËLE IMPLIKASIE

An amount of R142 740.00 has been provided for in the 2025/2026 Operational Budget under Vote 9/620-57-15015.

RELEVANT LEGISLATION / RELEVANTE WETGEWING

The Constitution.

The Local Government: Municipal Finance Management Act, No. 56 of 2003.

COMMENTS FROM FINANCIAL SERVICES

It should be noted that the Section 67 transfers to the MBSC were disclosed as irregular expenditure in the 2022/23, 2023/24 and 2024/25 financial years.

Disclosure in Annual Financial Statements

The respective amounts are as follows:

2022/23 financial year: R131 329.93

2023/24 financial year: R131 330.00

2024/25 financial year: R136 500.00

Council resolved on 24 April 2025, as per Item E90-04/2025, that the amounts of R131 329.93 (2022/23) and R131 330.00 (2023/24) be certified as irrecoverable and be written off.

Council also resolved on 27 June 2025, as per Item E175-06/2025, that the amount of R136 500.00 (2024/25) be certified as irrecoverable and be written off.

Dispute resolution

In the enclosed audit engagement letter, the Auditor-General has outlined the following process, to deal with disputes:

81. *“All contested matters should be dealt with in accordance with the AGSA dispute resolution procedures. Audit engagement managers will consider representations received from, and discussions held with the Municipality and assess if these representations/discussions resolve the matters contested. In doing so, the audit engagement manager will obtain the required support internally from their Product champion (PC), Business Unit Leader (BUL) / Deputy Business Unit Leader (DBUL) and, if deemed necessary, Technical Audit Support (TAS).*
82. *Should a contested matter remain unresolved at engagement level, it can be escalated to the relevant Head of Portfolio (HoP) responsible for the audit and in the case where it still remains unresolved, it can be escalated to the relevant Head of Audit (HoA) who will be the final decision-maker in terms of this process. If the disagreement relates to accounting standards and/or legislation, the management of the Municipality can refer the matter to the Office of the Accountant-General (OAG) of the National Treasury.*
83. *Note should be taken that the AGSA has established a formal complaints resolution mechanism, as is required by Section 13(1)(c) of the Public Audit Act (PAA). You are requested to observe this statutory mechanism before consideration is given to litigation to resolve a dispute on the audit. “*

Substance over form accounting principle:

The accounting principle of “substance over form” means that transactions should be recorded and presented based on their economic reality, rather than just their legal form.

The disclosure in the annual financial statements should reflect the true nature of the expenditure, considering its economic substance, not just its legal form.

Example:

If an entity does not follow a procurement process to award a contract, even if the contract itself is legally sound, the substance is that the process was irregular.

The entity would be required to disclose the irregular expenditure in the annual financial statements, highlighting the flawed procurement process and its true nature.

CONCLUSION / SAMEVATTING

An application has been received from the MBSC in respect of a Section 67 transfer for the 2025/2026 financial year for Council’s consideration.

RECOMMENDATION

1. That cognisance be taken of the application received from the Mossel Bay Sport Council (MBSC) in respect of a Section 67 transfer for the 2025/2026 financial year as per Annexure A attached hereto.
2. That cognisance be taken that a legal opinion was sought in relation to the application from the MBSC to be measured against the principles contained in MFMA Circular 131.
3. That cognisance be taken that the legal opinion concluded that in principle no reason is seen as to why the possible grant or donation to the MBSC does not fall within the ambit of Section 67 subject thereto that the grant or donation is not contingent on an obligation or expectation to render a service to the Municipality, such as to assist the Municipality in developing and maintaining sports programmes or facilities, this is a supply of services and must be procured.
4. That with due consideration of Item 3 above the MBSC’s application for a Section 67 transfer be approved subject thereto that the MBSC will not assist the Municipality in developing and maintaining sport programs or facilities and that the donation is made unrequited.
5. That as provision has only been made in the Operational Budget 2025/2026 for an amount of R142 740.00 (VAT excluding) it be allocated towards the MBSC as a Section 67 transfer in respect of the 2025/2026 financial year.
6. That cognisance be taken that the allocation as per Item 5 above has been provided for under Vote 9/620-57-15015.

7. That MBSC provide an updated budget/application to the amount of R142 740.00 (VAT excluding) to the satisfaction of the Municipal Manager to be annexed to the Transfer Agreement.
8. That an appropriate agreement be entered into between the parties as per the requirements of Section 67 of the Local Government: Municipal Finance Management Act, No. 56 of 2003 setting out the terms and conditions of the transfer.
9. That the transfer be utilized for the intended purposes as stated in the MBSC's application and that the conditions contained in the agreement are aimed at ensuring that funds donated are utilized for its intended purpose.
10. That as required in terms of Section 67 of the MFMA monthly Reports be submitted to the Accounting Officer by the MBSC on actual expenditure against the donation and that the Director: Community Services ensure that Item 9 above be complied with.
11. That the Municipal Manager be delegated to conclude, negotiate and sign the Transfer Agreement on behalf of the Municipality.
12. That no rights will vest prior to the signing of an appropriate Transfer Agreement between the parties.
13. That in line with the dispute resolution process, established by the Auditor-General in accordance with Section 13(1)(c) of the Public Audit Act, no 25 of 2004, any adverse audit findings be referred to the Office of the Accountant-General (OAG) of the National Treasury in the first instance.
14. That following the outcome of the dispute resolution process in terms of Item 13 above a declaratory order be obtained, if necessary.
15. That the services of external legal counsel be obtained by the Municipality in relation to Items 13 and 14 above.

APPENDIX / BYLAAG

Yes

ANNEXURE A



Chairperson: Rustin Constance

Secretary: Charmaine Prins

Email address: mbaysc@gmail.com

14 May 2025

Ms Y van der Berg

Mossel Bay Municipality – Legal Services

101 Marsh Street

Mossel Bay

6500

Per e-mail: yvanderberg@mosselbay.gov.za

CC: enel@mosselbay.gov.za

Dear Madam

MOSSSEL BAY SPORT COUNCIL APPLICATION FOR GRANT FUNDING 2025/26

Your e-mail of 7 May 2025 refers.

The Mossel Bay Sport Council (MBSC) currently has approximately 54 fully paid-up sport and recreational clubs. These clubs represent sporting codes from the different areas in Mossel Bay from Friemersheim up to Herbertsdale. Various sporting codes are represented, not only the main stream sports like soccer, rugby & netball but it also includes arm wrestling, bowls, klawerjas, karate and sailing. Participating in any sporting code is promoted and new members are encouraged to join the MBSC.

The objectives, as per the constitution, are as follows:

- Assist the municipality in developing and maintaining sports programs and facilities.

- Promote coordination between members, civil society, the Department of Culture and Sport Affairs (DCAS), Eden Sport Council (ESC) and local government to advance sport development.
- Secure benefits for members, such as sponsorships and partnerships.
- Champion the interests of women, disabled athletes and school sports. Influence municipal policies to prioritize sports in Mossel Bay.
- Drive equity in sports for all citizens of Mossel Bay. Foster collaboration and create local associations across various sporting codes.

Other initiatives & activities, which is mainly limited to the Mossel Bay Municipal area, includes:

- Hosting of the annual Mossel Bay Sport awards which acknowledges the sporting achievements of the participants across the various divers sporting codes.
- Providing financial support to athletes and clubs as per the MBSC financial criteria
- Training which may include first aid, governance & financial workshops, safeguarding. These events is aimed to be hosted in collaboration with the EDEN SPORT COUNCIL & the DEPARTMENT OF CULTURE AFFARS & SPORT. (We recently have had fruitful engagements with these stakeholders)
- Assist with the annual GARDEN ROUTE CASINO COMMUNITY TRUST disbursement of sporting equipment funding to clubs
- A new addition to the annual calendar is SPORT DEVELOPMENT DAY, which took place at Santos beach. These types of events gives the less marketed sporting codes the opportunity to market their code to the broader community.
- A new addition to the annual calendar is Sport Development Day, held at Santos Beach. Events like these provide lesser-known sporting codes with the opportunity to promote themselves to the broader community.

The Mossel Bay Sport Council would like to apply for funding of R195,500 in support of the activities as per Annexure A.

Sport greetings



Charmaine Prins

On behalf of Mr R Constance (Chairperson)

ANNEXURE A**SCHEDULE OF PAYMENTS**

	1 Jul – 30 Sep 2025	1 Oct – 31 Dec 2025	1 Jan – 31 Mar 2026	1 Apr – 30 Jun 2026
	Quarter 1	Quarter 2	Quarter 3	Quarter 4
Hosting of Annual Sport award event	R60,000	Rnil	Rnil	Rnil
Promoting and assisting sport development	R20,000	R20,000	R20,000	R20,000
Training and workshops	R2,500	R2,500	R2,500	R2,500
Special project: Sports Development Day	Rnil	R30,000	Rnil	R15,000
Total Amount (excl. VAT)	R82,500	R52,500	R22,500	R37,500

- REQUEST: Payment to be made by the 15th day of each quarter, i.e.
 - 15 July 2025
 - 15 October 2025
 - 15 January 2026
 - 15 April 2026

E196-07/2025

SECTION 67: LOCAL GOVERNMENT: MUNICIPAL FINANCE MANAGEMENT ACT, NO. 56 OF 2003: TRANSFER: 2025/2026: SOCIETY FOR THE PREVENTION OF CRUELTY TO ANIMALS (SPCA)

File Number:

Report By: SMIT M

Item Reference Number: 13645826

PURPOSE AND BACKGROUND / DOEL EN AGTERGROND

The purpose of the Item is for Council to consider the request from the Society for the Prevention of Cruelty to Animals (hereafter “SPCA”) in respect of a Section 67 transfer for the 2025/2026 financial year.

DISCUSSION AND MOTIVATION / BESPREKING EN MOTIVERING

The SPCA stipulates its’ role as upholding animal welfare laws, contributing to a compassionate and humane society. The SPCA furthermore plays a vital role in ensuring the ethical treatment of animals, providing a safe haven for those in need and educating the public about animal welfare.

The SPCA as per its attached application, Annexure A requests Council’s consideration for a Section 67 transfer in terms of the Local Government: Municipal Finance Management Act, No. 56 of 2003 to an amount of R1 408 000.00 (One Million Four Hundred and Eight Thousand Rand).

In accordance with Council Resolution E90-04/2025 the application was duly submitted for a legal opinion for consideration to be measured against the principles contained in legislation and Circular 131.

The following external advice was received from counsel and summarized as follows:

The crux of the SPCA’s request for a continuing grant is “*seeking enhanced financial support to fully cover the operational costs of managing the municipal pound*”. It is Counsel’s view that the managing of a municipal pound involves the supply of services and same should thus be referred to a procurement process.

With due consideration of the aforementioned, it is therefore proposed that the SPCA’s application for a Section 67 donation to an amount of R 1408 000.00 not be approved as the Municipality cannot utilize Section 67 for a transfer and an appropriate procurement process should be followed for the management of the municipal pound.

FINANCIAL IMPLICATIONS / FINANSIËLE IMPLIKASIE

An amount of R1 357 200.00 was provided for in the 2025/2026 Operational Budget under Vote 9/654-56-15011

RELEVANT LEGISLATION / RELEVANTE WETGEWING

The Constitution.

The Local Government: Municipal Finance Management Act, No. 56 of 2003.

COMMENTS FROM FINANCIAL SERVICES

It should be noted that the Section 67 transfers to the SPCA were disclosed as irregular expenditure in the 2022/23, 2023/24 and 2024/25 financial years.

Disclosure in Annual Financial Statements

The respective amounts are as follows:

2022/23 financial year: R1 253 384

2023/24 financial year: R1 253 384

2024/25 financial year: R1 300 000

Council resolved on 24 April 2025, as per Item E90-04/2025, that the amounts of R1 253 384 (2022/23) and R1 253 384 (2023/24) be certified as irrecoverable and be written off.

Council also resolved on 27 June 2025, as per Item E175-06/2025, that the amount of R1 300 000 (2024/25) be certified as irrecoverable and be written off.

CONCLUSION / SAMEVATTING

That the application for a Section 67 transfer received from the SPCA for the 2025/2026 financial year not be approved as the managing of a municipal pound involves the supply of services and same should thus be referred to a procurement process.

RECOMMENDATION

1. That cognisance be taken of the application received from the Society for the Prevention of Cruelty to Animals (SPCA) in respect of a Section 67 transfer for the 2025/2026 financial year as per Annexure A attached hereto for an amount of R1 408 000.00
2. That cognisance be taken that a legal opinion was sought in relation to the application from the SPCA to be measured against the principles contained in MFMA Circular 131.
3. That cognisance be taken that the legal opinion concluded that the managing of a municipal pound involves the supply of services and same should thus be referred to a procurement process.
4. That with due consideration of Item 3 above the application received from the SPCA for a Section 67 transfer in relation to the 2025/2026 financial year not be approved.

5. That the Director: Community Safety ensures that an appropriate procurement process is followed for the provision of municipal pound services.
6. That the applicant be informed of this Council Resolution and the prescribed tender process to be followed.

APPENDIX / BYLAAG

Yes

Society for the Prevention of Cruelty to Animals

Incorporated Association not for gain

NPO No.: 003-629

PBO No.: 130004687



GARDEN ROUTE

ANNEXURE A Dierebeskermings- vereniging

Ingelyfde Vereniging sonder winsoogmerk

(GEO) 044 878 1990

(GEO) 082 378 7384

Ossie Urban Rd, George, 6529

P.O Box 258, George, 6530

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(M/B) 044 693 0824

(M/B) 072 287 1761

18 Bill Jeffery St, Mossel Bay, 6506

P.O Box 258, George, 6530

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Request for Continuation of Grant Funding – Mossel Bay SPCA

09/05/2025

Dear Mosselbay Municipality,

On behalf of the Mossel Bay SPCA, I would like to extend our sincere gratitude for the financial support received over the past year. Your grant enabled us to continue the critical work of protecting animals and promoting responsible pet ownership across the Mossel Bay municipal area.

What is the SPCA's Role?

- We uphold animal welfare laws, contributing to a compassionate and humane society.
- The SPCA plays a vital role in ensuring the ethical treatment of animals, providing safe havens for those in need, and educating the public about animal welfare.

How Does the SPCA Differ from the Municipal Pound?

- While the SPCA manages the municipal pound for the Mossel Bay Municipality, our focus extends beyond immediate animal control.
- The SPCA is deeply committed to animal welfare, focusing on cruelty investigations, providing care, and implementing educational programs. In contrast, the municipal pound primarily handles the collection and housing of stray and impounded animals.
- The conditions our Inspectors encounter in the field can be horrific, and many of these animals would face fates worse than death without our intervention. One of the most challenging aspects of fulfilling the municipality's responsibility as the pound is that we are sometimes forced to euthanise animals who cannot be given a second chance. Despite our best efforts, the reality is that there simply aren't enough loving homes for all animals in need. It is our duty to protect them from suffering and to ensure their well-being.

Challenges Over the Last Year

- **Increased Demand for Services:** Last year, we addressed over 4,000 complaints, reflecting the community's trust in our services. This surge has resulted in longer travel distances for inspections and rescues, placing additional strain on our resources.
- **Rabies in Seals:** We successfully collaborated with SMART to manage rabies outbreaks in seals along the Garden Route. However, we require further training and expertise to handle this ongoing issue effectively.
- **Harry Giddy Park Incident:** This tragedy significantly impacted public perception and support for our organization. We are committed to ensuring fair media coverage and to rebuilding community trust as the investigation concludes.
- **Support for Emerging Farmers:** New land has been allocated to emerging pig farmers who lack essential resources, training, and infrastructure. The SPCA is assisting to ensure animal welfare and support their success.

Society for the Prevention of Cruelty to Animals

Incorporated Association not for gain

NPO No.: 003-629

PBO No.: 130004687



GARDEN ROUTE

Dierebeskermings- vereniging

Ingelyfde Vereniging sonder winsoogmerk

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- **Plaaswag Boerboel Case:** This case involved the severe neglect and abuse of 68 Boerboel dogs. Our team attended court sessions for over two years, and our dedicated advocacy led to justice for the animals. This victory not only provided relief for the Boerboels but also helped promote accountability and improve welfare standards within the breeding industry.
- **Feral Cat Program:** We expanded our feral cat Trap-Neuter-Return program, achieving a 93% increase in trapping and sterilization.

What Are Our Achievements?

- **Animal Inspections and Welfare:** Over the past year, we inspected 6,590 animals and impounded 4,647, underscoring our commitment to animal health and welfare.
- **Outreach and Educational Programs:** Our outreach has expanded, including school-based awareness programs and a growing online presence.
- **Community Engagement:** We maintain a public dip-bath facility to combat parasite infestations and conduct weekly outreach visits to vulnerable areas, promoting responsible pet ownership.
- **Best of Mosselbay 2024:** The community choice of Best Kennels and Best Community Service.

How Do We Sustain Our Operations?

- The SPCA must raise funds to subsidize the running of the municipal pound. Without this, we would not be able to give animals a second chance at life.
- We appeal to both the municipality and the public for increased grants and continued support, which are essential to sustain our services and fulfill our mission.

What Do We Need from the Municipality?

- We are seeking enhanced financial support to fully cover the operational costs of managing the municipal pound. Currently, the SPCA's fundraising efforts are essential for ensuring the pound's continued operation and the welfare of the animals in our care.
- Collaboration with the municipality is vital to strengthen animal welfare initiatives and ensure the sustainability of our outreach programs.

Why Support the SPCA?

- Supporting the SPCA is an investment in both animal and community well-being. Your contributions help us prevent cruelty, provide urgent care, and improve the lives of thousands of animals.
- By backing our organization, you help foster responsible pet ownership and support vital community education initiatives.
- With your support, we can address ongoing challenges, expand our services, and remain a beacon of hope for animals in need.

Society for the Prevention of Cruelty to Animals

Incorporated Association not for gain
NPO No.: 003-629
PBO No.: 130004687



GARDEN ROUTE

Dierebeskermings- vereniging

Ingelyfde Vereniging sonder winsoogmerk

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www.grspca.co.za

Conclusion

Investing in the SPCA means committing to a compassionate and humane community where animal welfare is prioritized. Together, we can make a meaningful difference in the lives of animals and contribute to the overall health and integrity of our society. Your support is crucial as we continue to uphold the highest standards of care and protection for all animals.

Elize Goosen

Branch Manager

Garden Route SPCA Mosselbay



ANNEXURE B

SCHEDULE OF PAYMENTS	1 Jul – 30 Sep 2025	1 Oct – 31 Dec 2025	1 Jan – 31 Mar 2026	1 Apr – 30 Jun 2026
	Quarter 1	Quarter 2	Quarter 3	Quarter 4
Feral Cat Trapping equipment, including food, vehicle, staff and medical cost	R65 000.00	R65 000.00	R65 000.00	R65 000.00
Property and Kennel Maintenance Admission of all animals - administrative Safekeeping of animals - security Appointed Pound master and staff cost Optimum welfare of all animals within the pound Education of animal handlers Waste management Maintenance of buildings and holding facilities and Gardening Veterinary services, vaccination related to animals impounded	R117 000.00	R117 000.00	R117 000.00	R117 000.00
Community work Outreach, vaccination, sterilization and educational campaigns Pro Active door to door community work	R70 000.00	R70 000.00	R70 000.00	R70 000.00
Operational Handling of complaints regarding the welfare of all animals Food for domestic, farm and wild animals Vehicle maintenance and fuel cost Trailer Hiring for large animal transport Administrative and training of personnel fees Equipment - communication and recordkeeping	R100 000.00	R100 000.00	R100 000.00	R100 000.00
Total Amount (excl. VAT)	R352 000.00	R352 000.00	R352 000.00	R352 000.00



Cruelty



Farm Animals







E197-07/2025

**SECTION 67: LOCAL GOVERNMENT: MUNICIPAL FINANCE
MANAGEMENT ACT, NO. 56 OF 2003: TRANSFER: 2025/2026:
JOINT OPERATION CENTRE**

File Number:

Report By: SMIT M

Item Reference Number: 13646138

PURPOSE AND BACKGROUND / DOEL EN AGTERGROND

The purpose of the Item is for Council to consider the request from the Joint Operation Centre (hereafter “JOC”) in respect of a Section 67 transfer for the 2025/2026 financial year.

DISCUSSION AND MOTIVATION / BESPREKING EN MOTIVERING

The establishment of a Joint Operation Centre was approved by Council during 2020 following which a Non-Profit Company (NPC) was also established and became operational. The NPC has since embarked on various safety related projects to the benefit of the Mossel Bay community.

The NPC as per its attached application, Annexure A requests Council’s consideration for a Section 67 transfer in terms of the Local Government: Municipal Finance Management Act, No. 56 of 2003 to an amount of R3 050 000.00 (Three Million and Fifty Thousand Rand).

In accordance with Council Resolution E90-04/2025 the application was duly submitted for a legal opinion for consideration to be measured against the principles contained in legislation and Circular 131.

The following external advice was received from counsel and summarized as follows:

1. Counsel in principle sees no reason why the grant or donation to the JOC does not fall within the ambit of Section 67.
2. The following factors are relevant in coming to this conclusion:
 - 2.1 That the JOC makes its decisions relating to the utilisation of the funds independently from the Municipality;
 - 2.2 That the transfer is made to the JOC unrequited – the Municipality does not receive any goods or services in exchange for the transfer and does not expect that the JOC will render any service that the Municipality is obliged to render;
 - 2.3 That the JOC is a community based organisation promoting a “personal safety and well-being philosophy” serving as driver for individuals reaching their full potential;

- 2.4 That the projects of the JOC do not intrude on municipal functions such as Policing, Traffic and Disaster Management, but compliment it – but it is not a service that the Municipality needs to deliver;
 - 2.5 That the JOC has many other partnerships with organisations and individuals and is not an alter ego of the Municipality;
 - 2.6 That no municipal employee is either remunerated or managed by the JOC;
 - 2.7 That no partnership exists between the Municipality and the JOC;
 - 2.8 That there is no obligation on the JOC to render services or supply goods to the Municipality such as an obligation to monitor municipal assets.
3. Taking the above into consideration Counsel concluded that funding to the JOC is not equivalent to the scenario set out in Circular 131 in respect to payments to NGO's by municipalities in the furtherance of crime prevention or initiatives to support the South African Police.

In accordance with Section 67 of the MFMA the Accounting Officer must be satisfied that the organization or body has the capacity and has agreed –

- To comply with any agreement with the Municipality;
- For the period of the agreement to comply with all Reporting, financial management and auditing requirements as may be stipulated in the agreement;
- To Report at least monthly to the accounting officer on actual expenditure against such transfer; and
- To submit its audited financial statements for its financial year to the Accounting Officer promptly;

The organization or body must also implement effective, efficient and transparent financial management and internal control systems to guard against fraud, theft and financial mismanagement and have in respect of previous similar transfers complied with all the requirements of this Section 67.

With due consideration of the aforementioned, the Municipality will enter into an agreement with the JOC setting out the terms and conditions of the grant and that the conditions contained in the agreements are aimed at ensuring that funds donated are utilized for its intended purpose.

FINANCIAL IMPLICATIONS / FINANSIËLE IMPLIKASIE

An amount of R3 000 000.00 has been provided for in the 2025/2026 Operational Budget under Vote 9/642-59-15040.

RELEVANT LEGISLATION / RELEVANTE WETGEWING

The Constitution.

The Local Government: Municipal Finance Management Act, No. 56 of 2003.

COMMENTS FROM FINANCIAL SERVICES

It should be noted that the Section 67 transfers to the JOC were disclosed as irregular expenditure in the 2022/23, 2023/24 and 2024/25 financial years.

Disclosure in Annual Financial Statements

The respective amounts are as follows:

2022/23 financial year: R3 050 000

2023/24 financial year: R3 050 000

2024/25 financial year: R3 000 000

Council resolved on 24 April 2025, as per Item E90-04/2025, that the amounts of R3 050 000 (2022/23) and R3 050 000 (2023/24) be certified as irrecoverable and be written off.

Council also resolved on 27 June 2025, as per Item E175-06/2025, that the amount of R3 000 000 (2024/25) be certified as irrecoverable and be written off.

Dispute resolution

In the enclosed audit engagement letter, the Auditor-General has outlined the following process, to deal with disputes:

81. *“All contested matters should be dealt with in accordance with the AGSA dispute resolution procedures. Audit engagement managers will consider representations received from, and discussions held with the Municipality and assess if these representations/discussions resolve the matters contested. In doing so, the audit engagement manager will obtain the required support internally from their Product champion (PC), Business Unit Leader (BUL) / Deputy Business Unit Leader (DBUL) and, if deemed necessary, Technical Audit Support (TAS).*
82. *Should a contested matter remain unresolved at engagement level, it can be escalated to the relevant Head of Portfolio (HoP) responsible for the audit and in the case where it still remains unresolved, it can be escalated to the relevant Head of Audit (HoA) who will be the final decision-maker in terms of this process. If the disagreement relates to accounting standards and/or legislation, the management of the Municipality can refer the matter to the Office of the Accountant-General (OAG) of the National Treasury.*
83. *Note should be taken that the AGSA has established a formal complaints resolution mechanism, as is required by Section 13(1)(c) of the Public Audit Act (PAA). You are requested to observe this statutory mechanism before consideration is given to litigation to resolve a dispute on the audit. “*

Substance over form accounting principle:

The accounting principle of “substance over form” means that transactions should be recorded and presented based on their economic reality, rather than just their legal form.

The disclosure in the annual financial statements should reflect the true nature of the expenditure, considering its economic substance, not just its legal form.

Example:

If an entity does not follow a procurement process to award a contract, even if the contract itself is legally sound, the substance is that the process was irregular.

The entity would be required to disclose the irregular expenditure in the annual financial statements, highlighting the flawed procurement process and its true nature.

CONCLUSION / SAMEVATTING

An application has been received from the JOC in respect of a Section 67 transfer for the 2025/2026 financial year for Council's consideration.

RECOMMENDATION

1. That the application received from the Joint Operation Centre in respect of a Section 67 transfer for the 2025/2026 financial year as per Annexure A attached hereto be approved subject to conditions set hereunder.
2. That cognisance be taken that a legal opinion was sought in relation to the application from the JOC to be measured against the principles contained in MFMA Circular 131.
3. That cognisance be taken that the legal opinion concluded that funding to the JOC is not equivalent to the scenario set out in Circular 131 in respect to payments to NGO's by municipalities in the furtherance of crime prevention or initiatives to support the South African Police and that it be accepted due to the following reasons:
 - 3.1 That the JOC makes its decisions relating to the utilisation of the funds independently from the Municipality;
 - 3.2 That the transfer is made to the JOC unrequited – the Municipality does not receive any goods or services in exchange for the transfer and does not expect that the JOC will render any service that the Municipality is obliged to render;
 - 3.3 That the JOC is a community based organisation promoting a “personal safety and well-being philosophy” serving as driver for individuals reaching their full potential;
 - 3.4 That the projects of the JOC do not intrude on municipal functions such as policing, traffic and disaster management but compliment it – but it is not a service that the Municipality needs to deliver;
 - 3.5 That the JOC has many other partnerships with organisations and individuals and is not an alter ego of the Municipality;
 - 3.6 That no municipal employee is either remunerated or managed by the JOC;
 - 3.7 That no partnership exists between the Municipality and the JOC;

- 3.8 That there is no obligation on the JOC to render services or supply goods to the Municipality such as an obligation to monitor municipal assets.
4. That as provision has only been made in the Operational Budget 2025/2026 for an amount of R3 000 000.00 (VAT excluding) it be allocated towards the JOC as a Section 67 transfer in respect of the 2025/2026 financial year.
 5. That cognisance be taken that the allocation as per Point 4 above has been provided for under Vote 9/642-59-15040.
 6. That the JOC provide an updated budget/application to the amount of R3 000 000.00 VAT excluding to the satisfaction of the Municipal Manager to be annexed to the Transfer Agreement.
 7. That an appropriate agreement be entered into between the parties as per the requirements of Section 67 of the Local Government: Municipal Finance Management Act, No. 56 of 2003 setting out the terms and conditions of the transfer.
 8. That the transfer be utilized for the intended purposes as stated in the JOC's application and that the conditions contained in the agreement are aimed at ensuring that funds donated are utilized for its intended purpose.
 9. That as required in terms of Section 67 of the MFMA monthly Reports be submitted to the accounting officer by the JOC on actual expenditure against the donation and that the Director: Community Safety ensure that Item 8 above be complied with.
 10. That the Municipal Manager be delegated to conclude, negotiate and sign the Transfer Agreement on behalf of the Municipality.
 11. That no rights will vest prior to the signing of an appropriate Transfer Agreement between the parties.
 12. That in line with the dispute resolution process, established by the Auditor-General in accordance with Section 13(1)(c) of the Public Audit Act, no 25 of 2004, any adverse audit findings be referred to the Office of the Accountant-General (OAG) of the National Treasury in the first instance.
 13. That following the outcome of the dispute resolution process in terms of Item 12 above a declaratory order be obtained, if necessary.
 14. That the services of external legal counsel be obtained by the Municipality in relation to Items 12 and 13 above.

APPENDIX / BYLAAG

Yes

ANNEXURE A



**JOINT
OPERATION
CENTRE**

NPC 2002/433799/08

09/05/2025

Mossel Bay Municipality

101 Marsh Street

Mossel Bay

6500

Dear Sir / Madam

RE: GRANT FUNDING APPLICATION

I sincerely hope that this letter finds you well. The Joint Operation Centre NPC (JOC) has been operational for the last 3 years now with huge successes over the period under the wing of Community Safety. Safety has always been the corner stone for exponential growth within the Greater Mossel Bay Area.

Physical safety is a fundamental prerequisite for personal, societal, and economic growth, as it provides the necessary foundation upon which individuals, communities, and nations can thrive and prosper. When individuals feel physically safe and secure, they can focus on pursuing their personal goals, developing their talents and skills, and reaching their full potential and that is what the JOC is striving to offer to the Community.

Safety allows for personal growth self-actualization, and overall well-being without the constant fear of harm or violence. A safe environment fosters social cohesion and stability by reducing fear, mistrust, and conflict among members of a society. When people feel secure, they are more likely to engage in social interactions, participate in community activities, and contribute to the collective well-being of their communities. Physical safety is essential for economic growth and development. Businesses and investors are more likely to operate and invest in areas where their physical safety and the security of their assets are guaranteed. A safe environment attracts talent, encourages entrepreneurship, and promotes productivity, all of which are crucial for economic prosperity.

It also enables access to essential services such as education and healthcare. When individuals feel secure, they are more likely to attend schools, seek medical attention, and engage in activities that promote their overall well-being and development. It is a fundamental responsibility of governance and the rule of law. Without a secure environment, efforts to address other aspects of development, such as poverty alleviation, environmental protection, and gender equality, are significantly hindered. Physical safety is a fundamental human need and a prerequisite for personal growth, social cohesion, economic development, access to essential services, effective governance, and sustainable development. By prioritizing physical safety, societies can create an environment conducive to progress, innovation, and overall human flourishing.

Currently we have 7 permanent operators, 6 students appointed under the wing of the JOC and 6 students from Chrysalis Academy, monitoring a total of 460 cameras. We also invest into our employees with various training sessions, to become better operators, grow within the environment and to be an asset to the JOC. The total of incidents reported also increased from the financial year 2023/2024 (1770) to 2024/2025 (5960). As there is currently an increase in the number of cameras, we also need to look at appointing more staff members.

DIRECTORS

Leon Van Dyk • Carri Terblance • Frederick Groenewald • Lindie Edwards



Mossel Bay JOC | NPC Building | 37 17th Avenue | Mossel Bay Golf Estate | 6506



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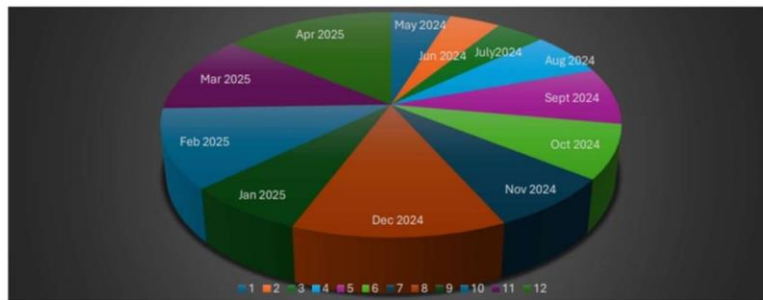
NPC 2002/433799/08

Statistics of all CCTV monitoring within the Control Room providing reports on a weekly and monthly basis. Daily feedback is also being done as per shift.

DIRECT CONTACT - CCTV

INCIDENT / QUERY

Incident / Query - Direct Contact (CCTV)		May	Jun	Jul	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr
1	Suspicious Persons	32	38	21	47	58	62	58	51	44	63	67	76
2	Operations - SAPS & Traffics/LEOs	0	0	0	0	1	2	0	0	1	2	0	0
3	Drunken People on Streets	23	14	10	16	17	15	22	62	32	30	37	43
4	Drug Related - People	2	1	4	4	34	2	1	3	2	30	26	53
5	Aggressive Behaviours	1	2	5	7	6	15	6	16	3	3	7	8
6	Assistance to other MBM Dept.	27	15	24	33	24	31	36	78	41	68	50	61
7	Telephone Queries	2	4	6	3	3	8	11	13	3	3	11	7
8	Riots / Marches	0	0	1	0	0	0	0	0	0	0	0	0
9	TOTAL	87	74	71	110	143	135	134	223	126	199	198	248



Persons Involved (SAPS)

INCIDENT / QUERY

Incident / Query - Persons Involved (SAPS)		May	Jun	Jul	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr
1	Possible Theft / Housebreaking	4	6	0	2	9	6	9	11	2	10	8	2
2	Missing Persons	1	0	0	1	0	0	2	1	1	0	2	1
3	Possible Theft / Stolen Goods	4	2	5	7	13	26	10	13	9	13	7	25
4	SAPS Assistance	83	116	52	161	156	187	163	145	147	143	146	178
	TOTAL	92	124	57	171	178	219	184	170	159	166	163	206



DIRECTORS

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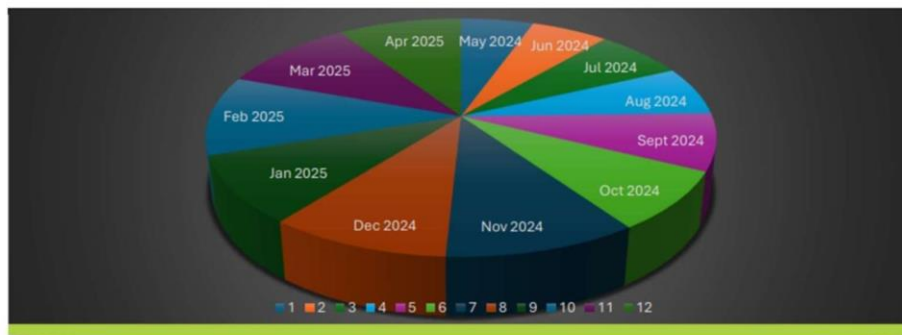
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CENTRE**

NPC 2002/433799/08

Vehicles involved (LEO)

INCIDENT / QUERY

Incident / Query - Vehicles involved (LEO)		May	Jun	Jul	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr
1	Possible Drunken Driving	0	3	2	4	1	3	1	3	7	9	4	3
2	Obstructions - Motor Vehicles	24	24	27	28	40	33	54	49	44	55	45	47
3	Accidents	10	9	13	9	7	14	10	9	6	3	14	8
4	TOTAL	34	36	42	41	48	50	65	61	57	67	63	58



WhatsApp Groups involved

INCIDENT / QUERY

Incident / Query - WhatsApp Groups involved		May	Jun	Jul	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr
1	Assistance for CID / NHW	15	32	27	40	68	71	51	58	48	60	73	76
2	Assistance South Cape Security Network	3	7	2	4	8	8	10	23	9	18	19	23
	TOTAL	18	39	29	44	76	79	61	81	57	78	92	99



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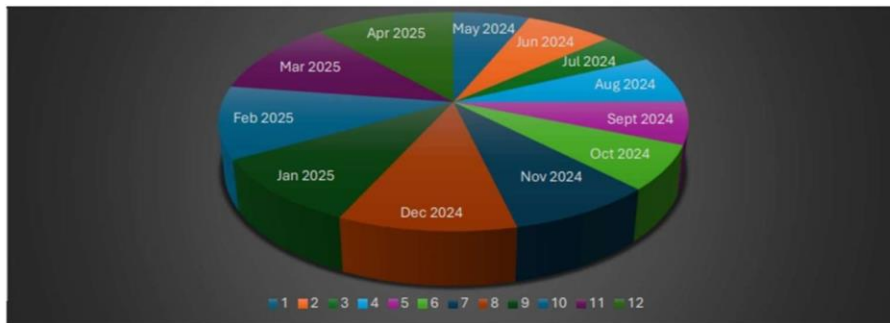
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Persons Involved (LEO)

INCIDENT / QUERY

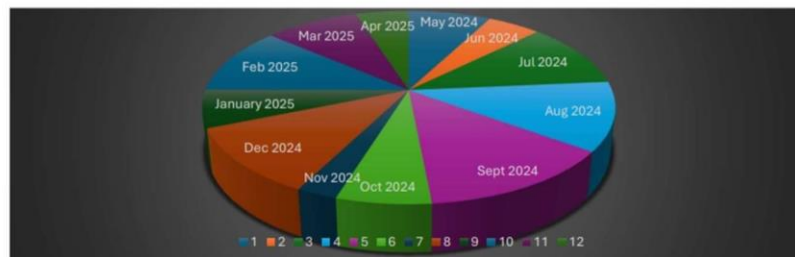
Incident / Query - Persons Involved (LEO)	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr
1 Vagrants Removed	23	45	36	54	46	39	50	57	59	65	64	78
2 Illegal Hawkers	8	5	6	7	8	9	13	21	25	20	14	6
3 By-Law Related	148	154	87	142	126	140	184	221	202	221	242	247
TOTAL	179	204	129	203	180	188	247	299	286	306	320	331



Potential Witnesses

INCIDENT / QUERY

Incident / Query - Potential witnesses	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr
1 Footage Requests	21	14	25	32	27	17	10	20	12	23	16	12
2 Stolen Vehicle Recoveries	1	0	0	1	1	1	0	1	0	1	1	0
3 Thefts / Robbery	4	1	2	4	7	1	0	14	9	13	7	1
4 Arrests	2	3	13	5	13	4	0	5	2	4	7	4
5 Rhino Poaching - Vehicle Searching	0	0	0	0	1	0	0	0	0	0	0	0
6 Stabbing	0	0	0	0	0	0	0	1	0	0	1	1
TOTAL	28	18	40	42	49	23	10	41	23	41	32	18



DIRECTORS

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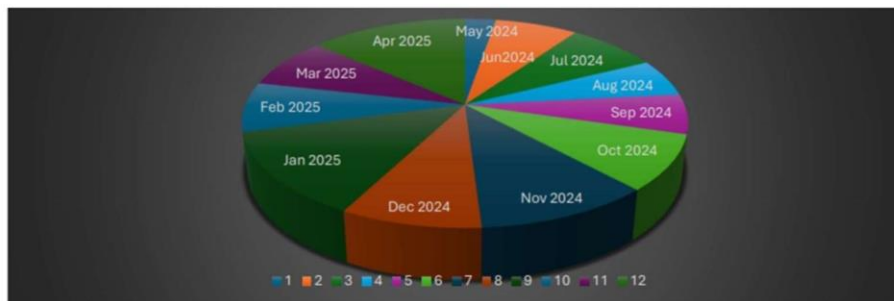
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NPC 2002/433799/08

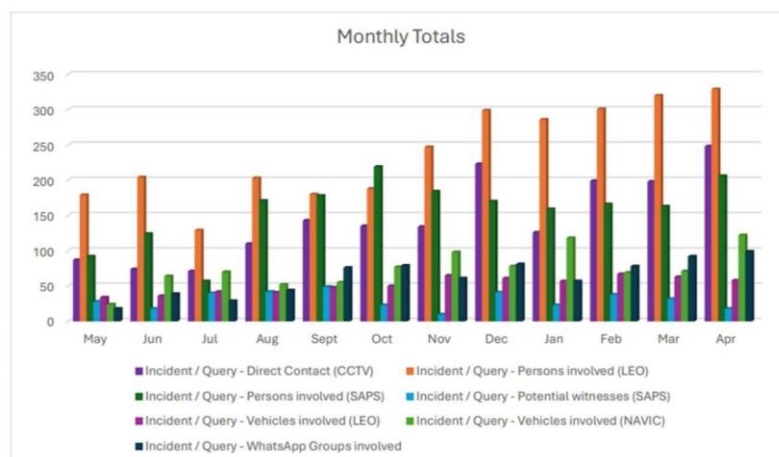
Vehicles Involved

INCIDENT / QUERY

Incident / Query - Vehicles involved		May	Jun	Jul	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr
1	Suspicious Vehicles-Possible Drug Dealings	7	5	6	2	8	7	45	26	58	33	33	54
2	NAVIC Enquiries	17	59	64	50	47	70	53	52	60	36	38	68
TOTAL		24	64	70	52	55	77	98	78	118	69	71	122



Type	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	YTD
Incident / Query - Direct Contact (CCTV)	87	74	71	110	143	135	134	223	126	199	198	248	1748
Incident / Query - Persons involved (LEO)	179	204	129	203	180	188	247	299	286	301	320	329	2865
Incident / Query - Persons involved (SAPS)	92	124	57	171	178	219	184	170	159	166	163	206	1889
Incident / Query - Potential witnesses (SAPS)	28	18	40	42	49	23	10	41	23	38	32	18	362
Incident / Query - Vehicles involved (LEO)	34	36	42	41	48	50	65	61	57	67	63	58	622
Incident / Query - Vehicles involved (NAVIC)	24	64	70	52	55	77	98	78	118	69	71	122	898
Incident / Query - WhatsApp Groups involved	18	39	29	44	76	79	61	81	57	78	92	99	753
	462	559	438	663	729	771	799	953	826	918	939	1080	9137



DIRECTORS

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NPC 2002/433799/08

460 Cameras are currently being monitored within the JOC by the CCTV Operators with mentioned totals in various Wards as per list. With future projects ahead, other Rural Areas will also be covered as well as public roads within the Greater Mossel Bay area.

Wards	Areas	Cameras	LPRs	PTZ	Total	Status
		Overview				
Ward 1	Kwa Nongaba	10		2	12	
Ward 2	Civic Park	6			6	
Ward 3	7de Laan	3			3	
	Thusong Centre	22		2	24	
Ward 4	Kleinbrak River	16	3		19	Partnership
					0	
Ward 5	Southern Cross	5			5	
Ward 6	Heiderand	26	4		30	Partnership
	Municipal Yard	14			14	Linked to the JOC
	Louis Fourie Transfer Station	3			3	
					0	
Ward 7	Herbertsdale area, etc.				0	New Project in process
Ward 8	CBD Area	55	9		64	Partnership
	Municipal Main Building	5		5	10	Linked to the JOC
	Da Nova	7			7	Partnership
	JOC Inside	14			14	
	JOC Outside	6			6	
	Municipal Court	3			3	Linked to the JOC
					0	
Ward 9	Extension 8, 22, Tarka,	13			13	New Project in process
	De Bakke	8	1	1	10	
	D'Almeida Business Park	6			6	Linked to the JOC
					0	
Ward 10	Hartenbos	32			32	Partnership
	Voorbaai, Blue Waters, Diaz	8	1	1	10	
	Strand				0	
	Voorbaai Pump Station	8			8	
	Sonskyn Vallei Pump Station	3			3	
	ATKVH/VHV	55			55	Linked to the JOC
Ward 11	Dana Bay	1		1	2	
Ward 12	Gaaitjie, JCC Camp	2			2	
Ward 13	Extension 13, 23, 26	23			23	New Project in process
	Louis Fourie / Kwa Area	4	4	1	9	
Ward 14	Great Brak River	1	1		2	New Project in process
Ward 15	Asla Park	2	1	1	4	
PetroSA	N2	1	3		4	
					0	
Hartland		11		2	13	Partnership
					0	
					0	
					0	
Golf Estate	Back on St. Blaize Trail	32		3	35	Linked to the JOC
TOTAL:		414	27	19	460	

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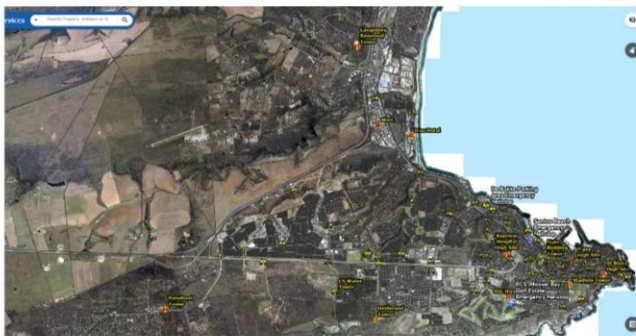
JOINT OPERATION CENTRE

NPC 2002/433799/08

This improved record keeping and statistics, offers credibility of systems, figures and protocols.

The data is crucial in identifying and motivating new upcoming projects.

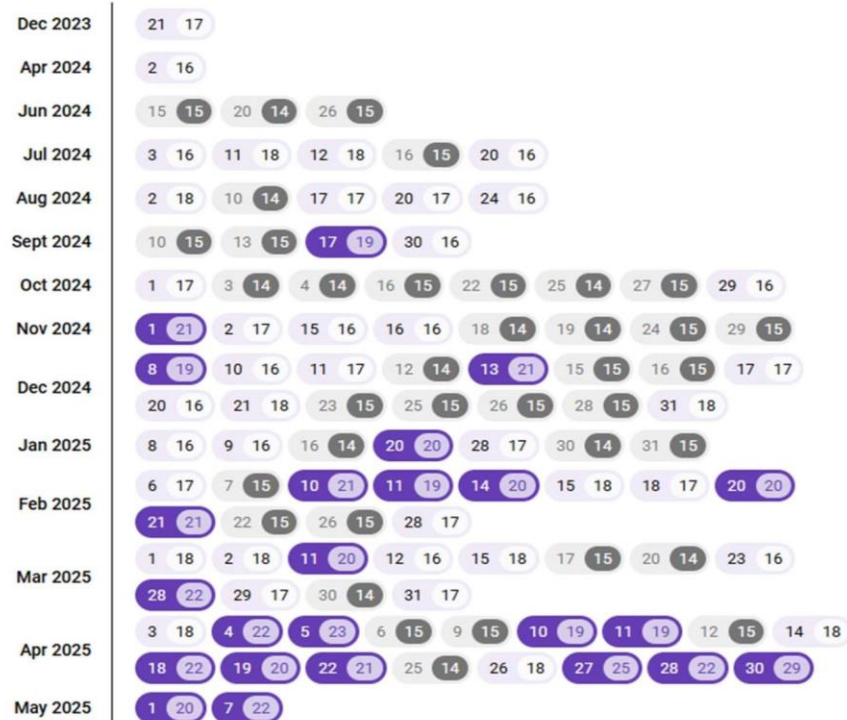
Centralised application through the JOC for new camera installations results in optimal co-ordination between external- and internal partners within the Greater Mossel Bay Area.



5960 incidents were reported to various Safety Partners and were being executed by the relevant Role Players during the Financial Year 2024/2025, in comparison with 2023/2024 which was 1770.

Date

5,960 responses, 4,250 not shown



DIRECTORS

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CENTRE**

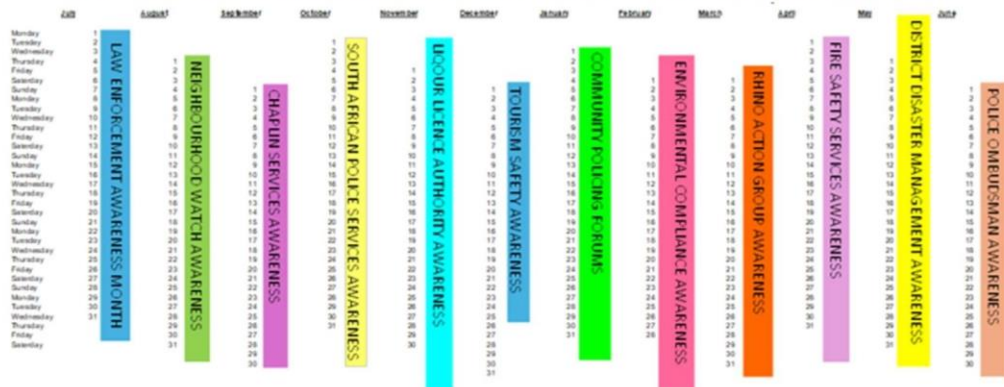
NPC 2002/433799/08

Community and Partnership Development Program 2025/2026



**JOINT
OPERATION
CENTRE**

COMMUNITY AWARENESS & PARTNERSHIP DEVELOPMENT PROGRAM 2025/2026



To continue our important role towards Community Safety and ensure the safety of the Greater Mossel Bay Area, we hereby request that the amount of **R3 050 000.00** be granted towards the Joint Operation Centre NPC. Should the funds be granted, it will be utilized as per Annexure A attached.

The funding will enable us to expand towards Rural Areas with the installations of cameras and the erecting of more High Sites. Areas will include Herbertsdale, Freimersheim, Great-Brak, Brandwacht, Sonskyn Valley, whole of Louis Fourie Road, Monté Christo, Islandview and Boggoms Bay. We need to secure safety in all the areas of the Greater Mossel Bay.

We believe that investing in the JOC is a good and wise investment, as we prioritize the well-being and safety of our community. The Board of Directors wishes to express their sincere appreciation to the Mossel Bay Municipality, for their previous and continued support. We truly believe that our values are aligned, and that we can continue to add value to the GROW-Safety, GROW- Economy and GROW-Social Regeneration strategies of the Mossel Bay Municipality.

Kind Regards
Winifred Buis
JOC Operations Manager
044 – 606 5159 / operationsmanager@mbjoc.co.za

DIRECTORS

Leon Van Dyk • Carri Terblance • Frederick Groenewald • Lindie Edwards



Mossel Bay JOC | NPC Building | 37 17th Avenue | Mossel Bay Golf Estate | 6506



044-606 5159

ANNEXURE A

SCHEDULE OF PAYMENTS

	1 Jul – 30 Sep 2024	1 Oct – 31 Dec 2024	1 Jan – 31 Mar 2025	1 Apr – 30 Jun 2025
	Quarter 1	Quarter 2	Quarter 3	Quarter 4
Community Safety Awareness Campaign	R387 500.00	R387 500.00	R387 500.00	R387 500.00
Installations of Cameras	R375 000.00	R375 000.00	R375 000.00	R375 000.00
Total Amount (excl. VAT)	R762 500.00	R762 500.00	R762 500.00	R762 500.00

E198-07/2025

**SECTION 67: LOCAL GOVERNMENT: MUNICIPAL FINANCE
MANAGEMENT ACT, NO. 56 OF 2003: TRANSFER: 2025/2026:
MOSSEL BAY TOURISM**

File Number:

Report By: SMIT M

Item Reference Number: 13647568

PURPOSE AND BACKGROUND / DOEL EN AGTERGROND

The purpose of the Item is for Council to consider the request from Mossel Bay Tourism (hereafter “Tourism”) in respect of a Section 67 transfer for the 2025/2026 financial year.

DISCUSSION AND MOTIVATION / BESPREKING EN MOTIVERING

Mossel Bay Tourism as per its attached application, Annexure A requests Council’s consideration for a Section 67 transfer in terms of the Local Government: Municipal Finance Management Act, No. 56 of 2003 to an amount of R5 102 400.00 (Five Million One Hundred and Two Thousand Four Hundred Rand)

In accordance with Council Resolution E90-04/2025 the application was duly submitted for a legal opinion for consideration to be measured against the principles contained in legislation and Circular 131.

The following external advice was received from counsel and summarized as follows:

1. Counsel is not persuaded that the relationship between the Municipality and Mossel Bay Tourism is commercial or businesslike in nature. Mossel Bay Tourism goes about performing its function according to its own agenda and priorities and do not have any *quid pro quo* towards the Municipality. No formal expectation or obligation is seen that is imposed by the Municipality save those provided for in Section 67 and those inherent in any Section 67 grant. In short, Mossel Bay Tourism can promote Mossel Bay, its business, facilities etc. as it deems best without interference from the Municipality.
2. It would be naive to argue that the Municipality derives no benefit at all or that Section 67 holds that it is a requirement that the Municipality derives no benefit. Any donation or grant in terms of Section 67 will in some measure benefit the Municipality, directly and or indirectly. This is not measurable or deliverable. It is an intangible benefit and distinct from a measurable deliverable in terms of an agreement or arrangement. The two must not be conflated.
3. Counsel concludes that the grant can be considered and that it is not excluded as a result of Section 67 or because the Municipality has a constitutional duty to “promote” tourism.

In accordance with Section 67 of the MFMA the Accounting Officer must be satisfied that the organization or body has the capacity and has agreed –

- To comply with any agreement with the Municipality;
- For the period of the agreement to comply with all Reporting, financial management and auditing requirements as may be stipulated in the agreement;
- To Report at least monthly to the Accounting Officer on actual expenditure against such transfer; and
- To submit its audited financial statements for its financial year to the Accounting Officer promptly;

The organization or body must also implement effective, efficient and transparent financial management and internal control systems to guard against fraud, theft and financial mismanagement and have in respect of previous similar transfers complied with all the requirements of this Section 67.

With due consideration of the aforementioned, the Municipality will enter into an agreement with Tourism setting out the terms and conditions of the grant and that the conditions contained in the agreements are aimed at ensuring that funds donated are utilized for its intended purpose.

FINANCIAL IMPLICATIONS / FINANSIËLE IMPLIKASIE

An amount of R8 032 000.00 has been provided for in the 2025/2026 Operational Budget under Vote 9/326-132-16480 in terms of which R4 602 400 can be allocated towards Mossel Bay Tourism

RELEVANT LEGISLATION / RELEVANTE WETGEWING

The Constitution.

The Local Government: Municipal Finance Management Act, No. 56 of 2003.

COMMENTS FROM FINANCIAL SERVICES

It should be noted that the Section 67 transfers to Mossel Bay Tourism were disclosed as irregular expenditure in the 2022/23, 2023/24 and 2024/25 financial years.

Disclosure in Annual Financial Statements

The respective amounts are as follows:

2022/23 financial year: R7 266 762.61

2023/24 financial year: R7 072 040.00

2024/25 financial year: R7 172 642.00

Council resolved on 24 April 2025, as per Item E90-04/2025, that the amounts of R6 318 925.00 (2022/23) and R6 149 600.00 (2023/24) be certified as irrecoverable and be written off.

Council also resolved on 27 June 2025, as per Item E175-06/2025, that the amounts of R947 837.61 (2022/23), R922 440.00 (2023/24) and R7 172 642.00 (2024/25) be certified as irrecoverable and be written off.

Dispute resolution

In the enclosed audit engagement letter, the Auditor-General has outlined the following process, to deal with disputes:

81. *“All contested matters should be dealt with in accordance with the AGSA dispute resolution procedures. Audit engagement managers will consider representations received from, and discussions held with the Municipality and assess if these representations/discussions resolve the matters contested. In doing so, the audit engagement manager will obtain the required support internally from their Product champion (PC), Business Unit Leader (BUL) / Deputy Business Unit Leader (DBUL) and, if deemed necessary, Technical Audit Support (TAS).*
82. *Should a contested matter remain unresolved at engagement level, it can be escalated to the relevant Head of Portfolio (HoP) responsible for the audit and in the case where it still remains unresolved, it can be escalated to the relevant Head of Audit (HoA) who will be the final decision-maker in terms of this process. If the disagreement relates to accounting standards and/or legislation, the management of the Municipality can refer the matter to the Office of the Accountant-General (OAG) of the National Treasury.*
83. *Note should be taken that the AGSA has established a formal complaints resolution mechanism, as is required by Section 13(1)(c) of the Public Audit Act (PAA). You are requested to observe this statutory mechanism before consideration is given to litigation to resolve a dispute on the audit. “*

Substance over form accounting principle:

The accounting principle of “substance over form” means that transactions should be recorded and presented based on their economic reality, rather than just their legal form.

The disclosure in the annual financial statements should reflect the true nature of the expenditure, considering its economic substance, not just its legal form.

Example:

If an entity does not follow a procurement process to award a contract, even if the contract itself is legally sound, the substance is that the process was irregular.

The entity would be required to disclose the irregular expenditure in the annual financial statements, highlighting the flawed procurement process and its true nature.

CONCLUSION / SAMEVATTING

An application has been received from Mossel Bay Tourism in respect of a Section 67 transfer for the 2025/2026 financial year for Council’s consideration.

RECOMMENDATION

1. That the application received from Mossel Bay Tourism in respect of a Section 67 transfer for the 2025/2026 financial year as per Annexure A attached hereto be approved subject to conditions set hereunder.
2. That cognisance be taken that a legal opinion was sought in relation to the application from Mossel Bay Tourism to be measured against the principles contained in MFMA Circular 131.
3. That cognisance be taken that the legal opinion concluded that the grant can be considered due to the reasons stated hereunder and that it is not excluded as a result of Section 67 or because the Municipality has a constitutional duty to “promote” tourism:
 - 3.1 That Counsel is not persuaded that the relationship between the Municipality and Mossel Bay Tourism is commercial or businesslike in nature. Mossel Bay Tourism goes about performing its function according to its own agenda and priorities and do not have any *quid pro quo* towards the Municipality.
 - 3.2 That no formal expectation or obligation is seen that is imposed by the Municipality save those provided for in Section 67 and those inherent in any Section 67 grant. In short, Mossel Bay Tourism can promote Mossel Bay, its business, facilities etc. as it deems best without interference from the Municipality.
 - 3.3 That it would be naive to argue that the Municipality derives no benefit at all or that Section 67 holds that it is a requirement that the Municipality derives no benefit. Any donation or grant in terms of Section 67 will in some measure benefit the Municipality, directly and or indirectly. This is not measurable or deliverable. It is an intangible benefit and distinct from a measurable deliverable in terms of an agreement or arrangement. The two must not be conflated.
4. That as provision has been made in the Operational Budget 2025/2026 for an amount of R4 602 400 (VAT excluding) it be allocated towards Mossel Bay Tourism as a Section 67 transfer in respect of the 2025/2026 financial year.
5. That cognisance be taken that the allocation as per Point 4 above has been provided for under Vote 9/326-132-16480.
6. That Mossel Bay Tourism provide an updated budget/application to the amount of R4 602 400.00 (VAT excluding) to the satisfaction of the Municipal Manager to be annexed to the Transfer Agreement.
7. That an appropriate agreement be entered into between the parties as per the requirements of Section 67 of the Local Government: Municipal Finance Management Act, No. 56 of 2003 setting out the terms and conditions of the transfer
8. That the transfer be utilized for the intended purposes as stated in Mossel Bay Tourism’s application and that the conditions contained in the agreement are aimed at ensuring that funds donated are utilized for its intended purpose.

9. That as required in terms of Section 67 of the MFMA monthly Reports be submitted to the accounting officer by Mossel Bay Tourism on actual expenditure against the donation and that the Director: Planning and Economic Development ensure that Item 8 above be complied with.
10. That the Municipal Manager be delegated to conclude, negotiate and sign the Transfer Agreement on behalf of the Municipality.
11. That no rights will vest prior to the signing of an appropriate Transfer Agreement between the parties.
12. That in line with the dispute resolution process, established by the Auditor-General in accordance with Section 13(1)(c) of the Public Audit Act, no 25 of 2004, any adverse audit findings be referred to the Office of the Accountant-General (OAG) of the National Treasury in the first instance.
13. That following the outcome of the dispute resolution process in terms of Item 12 above a declaratory order be obtained, if necessary.
14. That the services of external legal counsel be obtained by the Municipality in relation to Items 12 and 13 above.

APPENDIX / BYLAAG

Yes

ANNEXURE A



Mossel Bay Tourism
Telephone +27 (0) 44 691 2202
info@visitmosselbay.co.za
Corner of Market & Church Streets
Mossel Bay 6500
South Africa
www.visitmosselbay.co.za

8 Mei 2025

Attention: Municipal Manager

LETTER OF REQUEST TO CONTINUE DONATION FOR MOSSSEL BAY TOURISM

On behalf of Mossel Bay Tourism, I would like to sincerely thank the municipality for its continued partnership and support in growing our town's tourism economy. We are writing to formally request the continuation of your valued financial contribution to the Mossel Bay Tourism Office for the upcoming period.

The Mossel Bay Tourism Office plays a critical and irreplaceable role in driving economic growth, promoting local businesses, and positioning Mossel Bay as a premier destination along the Garden Route. As tourism demand increases, consistent and sufficient funding is vital to ensure that we remain fully operational, innovative, and responsive to both local and international visitor needs.

Our core functions — including product development, destination marketing, visitor servicing, and stakeholder support — cannot be outsourced or replaced by an external agency or contractor. Importantly, tourism remains the second-largest revenue generator for our municipal area, making the work of this office economically essential.

Why Continued Funding is Vital:

National Recognition: Mossel Bay was recently voted the top holiday destination in South Africa for 2025 across several platforms. Maintaining this status requires sustained promotion and strategic engagement.

GDP Contribution: Tourism is a significant contributor to Mossel Bay's GDP. Supporting the office ensures continuous visitor growth, job creation, and cross-sector income.

First Point of Contact: The tourism office is often the first and only direct engagement point for visitors. High-quality, knowledgeable service directly influences length of stay, visitor satisfaction, and return visits.

Professional Marketing Required: Sustained destination marketing through expert marketing services, digital platforms, travel expos, media engagement, and collaborations with national tourism bodies requires ongoing financial commitment.

SME Empowerment: The office supports hundreds of local small businesses — including guesthouses, tour operators, and restaurants — by connecting them with markets they would otherwise not reach.

Staying Competitive: Other coastal towns are actively investing in their tourism offerings. To stay competitive and relevant, Mossel Bay must continue enhancing its visitor experience and product development.

We have built strong trust with our members and the broader Mossel Bay community, and many of their product development efforts rely directly on the support and guidance provided by our office. Our membership base continues to grow, with more local products and businesses eager to partner with Mossel Bay Tourism and contribute to the region's collective success.

Please refer to Annexure A for a detailed breakdown of funding requirements and associated operational costs.

This donation will directly empower Mossel Bay Tourism to continue its role as a catalyst for sustainable economic growth, cultural preservation, and destination excellence — not only for the benefit of the tourism sector, but for the prosperity of the entire municipal region.

We thank you for your ongoing support and partnership. Please feel free to contact me directly should you require any further information or clarity.


Best wishes,

A handwritten signature in black ink that reads "L. Steven Jennings". The signature is written in a cursive style with a horizontal line underneath the name.

LIESCHKE STEVEN-JENNINGS
COO MOSSEL BAY TOURISM

ANNEXURE A

ANNEXURE A		
DESCRIPTION	DATE	MINIMUM AMOUNT
Iconic Mossel Bay Annual Marketing Campaign including annual Billboards and Operational Costs.	Jul 25 – Jun 26	R 2,191,500.00 (Excl. VAT)
Annual local and international trade shows, cruise tourism, event support for marketing exposure and Operational costs.	Jul 25 – Jun 26	R 2,910,900.00 (Excl. VAT)
Total		R 5,102,400.00 (Excl. VAT)

 Mossel Bay Tourism Budget 2025/2026	Budget 2025/2026 (excl. VAT)
Printed Marketing Material	58,110
Official Visitors Guide - Printrun	20,000
Annual Updates to the Official Destination Guide & Walking Map Reprint	-
Town Map Annual Print run	-
Annual Brochure Distribution (via a third party)	35,610
Image Gallery & Stock Images/Footage + Updating Generic MB Marketing Video	2,500
Online Marketing	96,000
Social Media Campaigns (twitter, facebook & instagram)	96,000
Other Marketing	248,200
Mossel Bay Advertiser Holiday Guide (Events Calender, full page + online & FB)	13,000
The Times Magazine & South Magazine	34,000
Public Relations & Red Book	42,000
Corporate Gifts, Branded Bags	50,000
Dustbin Marketing @ Tourism Office	9,200
Hosted Educational Visits	20,000
Seminars, meeting & travel	30,000
Tour Operators International (Collaborative Marketing with other Tour Operators)	50,000
Operational Expenses	2,364,465
Iconic Mossel Bay Marketing Campaign	2,167,625
Billboards Gauteng Only + Updating Billboard Outside Town (July - December 2025)	400,000
Billboards Gauteng Only + Updating Billboard Outside Town (January - June 2026)	400,000
Iconic Mossel Bay Annual Campaign	1,367,625
Events Activations and Trade Shows	168,000
General expenses for tourism activations	10,000
Muse Fees brand activations over several days	10,000
Ironman brand activation over several days	15,000
India Road Show marketing material	15,000
Pro/Am Golf Activations in 14 locations over 14 days	50,000
Outeniqua Chair Challenge (OCC) brand activation	3,000
WTM Trade Show - stand cost only	40,000
Santos Auto Extremo activations	25,000
Budget Total exclusive of VAT as per SLA	5,102,400

Allocated to Iconic budget

Allocated to Iconic budget

E199-07/2025**RELOCATION OF UNCEDO AND MOBTA TAXI ASSOCIATION
OFFICES FROM PORTION OF ERF 2001, MOSSEL BAY TO
MOBILE OFFICE UNIT ON ERF 14702, MOSSEL BAY (NEW
TAXI RANK)**

File Number: 17/3/5/1/2

Report By: D Steyn

PURPOSE AND BACKGROUND / DOEL EN AGTERGROND

In terms of Executive Mayoral Committee Resolution E182-07/2025 it was resolved as follows:

“That the following recommendation be made to Council:

1. That approval be granted for the relocation of the UNCEDO and MOBTA Taxi Associations’ Offices from a portion of Erf 2001, Mossel Bay to a portion of Erf 14702, Mossel Bay (new Taxi Rank) at the cost of the Municipality.
2. That a Memorandum of Agreement regarding the relocation and the use of the Mobile Office Unit and chemical toilets, be entered into between the Municipality and the Taxi Associations UNCEDO and MOBTA.
3. That the Municipality reserves the right of free access to the property, without notice, for the purposes of inspection, maintenance, renewal, cleansing, repair and construction of existing municipal services.
4. That the Taxi Associations will not alter or in any way disturb the existing services on the abovementioned property without approval of the Municipality.
5. That the Municipality be indemnified against any stormwater overflow/flooding that may occur in the future. This precondition must also be included in the Memorandum of Agreement.
6. That the Taxi Associations indemnify the Municipality against any liability arising from the use of the Mobile Office Unit, chemical toilets and property by association, their clients, contractors and the public.
7. That delegated powers be awarded to the Municipal Manager to further negotiate the terms and conditions and finalise the signing of the Memorandum of Agreement.
8. That no rights and/or obligations will vest herein before the Memorandum of Agreement is signed by all relevant parties.”

The Item which served before the Executive Mayoral Committee on 22 July 2025 reads as follows:

“This Item is submitted to Council to acquire approval for the relocation of UNCEDO and MOBTA Taxi Associations’ offices from a Portion of Erf 2001, Mossel Bay to Erf 14702, Mossel Bay (new Taxi Rank).

DISCUSSION AND MOTIVATION / BESPREKING EN MOTIVERING

During Council Meeting held on 30 September 2021, Council Resolution E244-09/2021, it was resolved *inter alia* as follows:

“2. That Council Resolution E105-04/2021, be implemented as follows:

- “1. That approval be granted for the alienation of a Portion of Erf 2001, Mossel Bay ($\pm 4\,311\text{m}^2$) (as per locality plan, marked ‘A1’) to Mikeva Trust to be utilised for Business purposes at a market related purchase price of R2 415 000,00 (VAT inclusive), as it is not required for basic municipal purposes.
2. That approval be granted for the alienation of a Portion of Erf 2001, Mossel Bay ($\pm 9\,450\text{m}^2$) (as per locality plan, marked ‘A2’) to Mikeva Trust to be utilised for Parking purposes at a market related purchase price of R2 185 000,00 (VAT inclusive), as it is not required for basic municipal purposes.
3. That a reversion condition be included in the Deed of Sale as well as the Title Deed that the portion of Erf 2001 in extent $\pm 4\,311\text{m}^2$ be utilised for business purposes only and should the Applicant fail to erect such buildings and obtain an Occupancy Certificate for the required purpose within thirty six (36) months from date of registration or not use the property as specified, the erf will revert back to the Municipality for the same amount as the original purchase price.
6. That the conditions stipulated in Item 4 and 5 above be included in the Deed of Sale and Title Deed of the property.
7. That, as the property to be alienated to the Trust is adjacent to its current business premises on Erf 18996, already partly used by it (as parking) and the only direction into which the business can expand, such development is deemed to be in the public interest and a benefit to the whole community as it will contribute to job creation and Local Economic Development.
8. That the proceeds of the alienation of the two erven be utilised to contribute to the construction of a new Taxi Holding Area on a portion of Erf 14702, Mossel Bay, which is for the benefit of the community.”

A Deed of Sale was duly entered into and the properties were registered in the name of Mikeva Trust on 6 April 2023. A letter dated 10 August 2023 were received from the legal representative of Mikeva Trust, which referred to the Deed of Sale of the first portion of Erf 2001 to Mikeva Trust, dated 5 April 2011.

In terms of the letter, Mikeva Trust is currently in the process of finalising their development plans for the consolidated property. The Deed of Sale dated 5 April 2011 stipulated that Mikeva Trust had to construct and maintain a facility for the Long-Distance Taxi Association for a period of three (3) years. The Taxi Associations are still using the premises and there is currently no legal obligation to further accommodate them. In order to submit their building plans and development plans on the purchased property, Mikeva Trust requested the Municipality’s assistance to move the Taxi Association Offices to alternative premises, as they are contractually obliged to start with the development within three (3) years of date of registration (which was 6 April 2023).

The Directorates Community Safety and Infrastructure Services therefore commenced negotiations with the Taxi Associations UNCEDO and MOBTA to move the new Taxi Rank to Erf 14702, Mossel Bay.

As the construction of the new Taxi Rank is still in process, it was agreed that, subject to Council's approval, the Municipality will provide a Mobile Office Unit and chemical toilets to the Taxi Associations to accommodate their offices on Erf 14702, Mossel Bay, which was agreed to by the Taxi Associations.

Erf 14702, Mossel Bay will be transferred to the Municipality in terms of an exchange transfer agreement with Rochstrei Trust, dated 11 October 2021. A meeting was held with the trustee of the Trust on 8 May 2025 and his consent obtained to proceed with the relocation and placing of the structures on Erf 14702, pending transfer.

A copy of the Locality Plan is annexed hereto, marked 'A'.

FINANCIAL IMPLICATIONS / FINANSIËLE IMPLIKASIES

The costs to the Municipality associated with the provision of the Mobile Office Unit and chemical toilets on Erf 14702, Mossel Bay until June 2026, amounts to approximately R145 075,00.

CONCLUSION / SAMEVATTING

It is therefore proposed that approval be granted for the relocation of the UNCEDO and MOBTA Taxi Associations' Offices from a portion of Erf 2001, Mossel Bay to a portion of Erf 14702, Mossel Bay (new Taxi Rank) at the cost of the Municipality, and that a Memorandum of Agreement be entered into with the Taxi Associations UNCEDO and MOBTA in this regard.

RECOMMENDATION

That the following recommendation be made to Council:

1. That approval be granted for the relocation of the UNCEDO and MOBTA Taxi Associations' Offices from a portion of Erf 2001, Mossel Bay to a portion of Erf 14702, Mossel Bay (new Taxi Rank) at the cost of the Municipality.
2. That a Memorandum of Agreement regarding the relocation and the use of the Mobile Office Unit and chemical toilets, be entered into between the Municipality and the Taxi Associations UNCEDO and MOBTA.
3. That the Municipality reserves the right of free access to the property, without notice, for the purposes of inspection, maintenance, renewal, cleansing, repair and construction of existing municipal services.
4. That the Taxi Associations will not alter or in any way disturb the existing services on the abovementioned property without approval of the Municipality.
5. That the Municipality be indemnified against any stormwater overflow/flooding that may occur in the future. This precondition must also be included in the Memorandum of Agreement.

6. That the Taxi Associations indemnify the Municipality against any liability arising from the use of the Mobile Office Unit, chemical toilets and property by association, their clients, contractors and the public.
7. That delegated powers be awarded to the Municipal Manager to further negotiate the terms and conditions and finalise the signing of the Memorandum of Agreement.
8. That no rights and/or obligations will vest herein before the Memorandum of Agreement is signed by all relevant parties.”

NOTE:

Please consult the complete annexures as attached to the agenda for the Executive Mayoral Committee Meeting which was held on 22 July 2025 (Item PE94-07/2025) for more details.

RECOMMENDATION TO COUNCIL

1. That approval be granted for the relocation of the UNCEDO and MOBTA Taxi Associations’ Offices from a portion of Erf 2001, Mossel Bay to a portion of Erf 14702, Mossel Bay (new Taxi Rank) at the cost of the Municipality.
2. That a Memorandum of Agreement regarding the relocation and the use of the Mobile Office Unit and chemical toilets, be entered into between the Municipality and the Taxi Associations UNCEDO and MOBTA.
3. That the Municipality reserves the right of free access to the property, without notice, for the purposes of inspection, maintenance, renewal, cleansing, repair and construction of existing municipal services.
4. That the Taxi Associations will not alter or in any way disturb the existing services on the abovementioned property without approval of the Municipality.
5. That the Municipality be indemnified against any stormwater overflow/flooding that may occur in the future. This precondition must also be included in the Memorandum of Agreement.
6. That the Taxi Associations indemnify the Municipality against any liability arising from the use of the Mobile Office Unit, chemical toilets and property by association, their clients, contractors and the public.
7. That delegated powers be awarded to the Municipal Manager to further negotiate the terms and conditions and finalise the signing of the Memorandum of Agreement.
8. That no rights and/or obligations will vest herein before the Memorandum of Agreement is signed by all relevant parties.

E200-07/2025

MEMORANDUM OF UNDERSTANDING: INZALO EMS (PTY) LTD / MOSSEL BAY MUNICIPALITY: LEARNERSHIP PROGRAMME

File Number: 4/4/4

Report By: VAN DER BERG Y

Item Reference Number: 13649389

PURPOSE AND BACKGROUND / DOEL EN AGTERGROND

The purpose of this Item is for Council to consider entering into a Memorandum of Understanding with Inzalo EMS (Pty) Ltd in respect of training for twenty (20) unemployed youth from the Mossel Bay municipal area.

DISCUSSION AND MOTIVATION / BESPREKING EN MOTIVERING

Inzalo EMS (Pty) Ltd (hereafter “Inzalo”) is part of the Inzalo Group of Companies of which R-Data is also a part. Inzalo provides integrated technology solutions and enterprise management solutions to Municipalities, public entities, Provincial Government and the Private Sector.

Inzalo has previously successfully implemented a program in Mossel Bay and would like to sign a new Memorandum of Understanding (hereinafter referred to as MOU) for the training of unemployed youth, between the ages of 18 and 35 years old).

Inzalo has received funding from the MICT-Seta to provide a Short Programme, namely CompTIA Network+ (International Certificate). The program will be for a period of four (4) months and each participant will also receive a stipend of R2 850.00 per month.

The Memorandum of Understanding (hereafter “MOU”) in respect of the training is attached hereto marked as Annexure A.

In terms of the MOU the agreement will commence on 15 January 2023 and endure for a period of six (6) months.

The twenty (20) unemployed youth from Mossel Bay who meet the requirements will be recruited by the Municipality.

These students will be supplied with all learning equipment and learner packs including a monthly stipend by Inzalo.

The Municipality will be responsible to provide suitably furnished venues for the training and will need to bear the indirect costs such as electricity, security, cleaning/sanitation, water usage.

A Project Steering Committee will be established in terms of the MOU which will meet quarterly, or should the need arise.

The learnership programme will contribute greatly to developing much needed skills and knowledge in the unemployed youth of Mossel Bay. The skills and knowledge gained will assist the learners in applying for jobs and presenting themselves as suitable candidates for work. These learners will also be able to share their skills and knowledge with others and will thereby enhance the collective skills of the community.

As the programme will be of great benefit to the community it is proposed that Council approves the entering into of the MOU on the terms and conditions set out therein.

FINANCIAL IMPLICATIONS / FINANSIËLE IMPLIKASIE

Indirect costs in relation to venue usage, electricity, water, cleaning/sanitation and following a recruitment process for the twenty (20) unemployed youth.

RELEVANT LEGISLATION / RELEVANTE WETGEWING

Contractual law.

CONCLUSION / SAMEVATTING

The learnership programme will greatly benefit the unemployed youth of Mossel Bay and as the Municipality will only have indirect costs in relation to the program it is proposed that the MOU attached, marked as Annexure A be entered into with Inzalo.

RECOMMENDATION

1. That cognisance be taken of the attached Memorandum of Understanding, Annexure A between Inzalo EMS (Pty) Ltd and the Mossel Bay Municipality in respect of the implementation of a learnership program for twenty (20) unemployed youth from Mossel Bay and that it be accepted and entered into.
2. That it be noted that Inzalo have received funding by the MICT Seta for the training.
3. That it be noted and accepted that the Mossel Bay Municipality will have indirect costs in relation to the implementation of the Memorandum of Understanding, such as providing facilities for the programme free of charge.
4. That the Director: Community Services be responsible for implementation of the project and be authorised to nominate relevant officials to serve on the Project Steering Committee.
5. That a full Report be submitted to Council by the Director: Community Services once the learnership program has been concluded.
6. That delegated powers be awarded to the Municipal Manager to finalise, conclude and sign the Memorandum of Understanding.
7. That no rights will vest prior to the signing of the agreement by both parties.

ANNEXURE

Yes

MEMORANDUM OF UNDERSTANDING COVER PAGE

Parties	Inzalo Enterprise Management Systems (Pty) Ltd,	
	A registered company incorporated in the Republic of South Africa under registration number 1994/000005/07, hereinafter referred to as "InzaloEMS".	
	Physical Address	Park One, Heron Crescent, Century City, Cape Town, 7441 "this Address acts as the domicilium citandi et executandi"
	Contact Number	079 887 5496 Graham Reid 084 516 5653 Trisja Weiss 071 332 7075 Mmaphuti Sekwaila
	Email	info@inzaloems.co.za / graham.reid@inzaloems.co.za
	Mossel Bay Local Municipality	
	A Local Government Institution established in accordance with the laws of South Africa, hereinafter referred to as the "Municipality."	
	Physical Address	Municipality Main Building, 101 Marsh Street, Mossel Bay, 6500 "this Address acts as the domicilium citandi et executandi"
	Contact Number	(044) 606 5005
	Email	admin@mosselbay.gov.za Attention of Director: Corporate Services
Short Programme Project Name	NETWORK+ INTERNATIONAL CERTIFICATE	
Learnership Period	Four (4) Months	
Initial Term	Six (6) Months	
Notice Period	Thirty (30) Days	

CONFIDENTIAL DOCUMENT

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CONFIDENTIAL DOCUMENT

1. INTERPRETATION

- 1.1 The headings to the clauses of the Agreement serve as references only and do not affect interpretation.
- 1.2 In this Agreement, unless the context clearly indicates otherwise, any reference to:
 - 1.2.1 the female gender includes a reference to the male gender or the neuter and vice versa;
 - 1.2.2 the singular shall include a reference to the plural and vice versa; and
 - 1.2.3 natural persons shall include created legal entities (whether incorporated or unincorporated) and vice versa.
- 1.3 If any provision in clause 2 is a substantive provision conferring rights or imposing obligations on any Party, then notwithstanding that such provision is contained in clause 2, effect shall be given thereto as if such provision were a substantive provision in the body of the Agreement.
- 1.4 Where any term is defined within the context of any particular clause in the Agreement, the term so defined shall, unless it appears clearly from the clause in question that such term has limited application to the relevant clause, bear the meaning ascribed to it for all purposes in terms of the Agreement, notwithstanding that such term has not been defined in clause 2.
- 1.5 When any number of Business Days or calendar days is prescribed in the Agreement, it shall be reckoned as inclusive of the 1st (first) and exclusive of the last Business Day or calendar day.
- 1.6 Should the day for the performance of any obligation in terms of the Agreement fall on a day which is not a Business Day, then such obligation shall be performed on the immediately following Business Day.
- 1.7 Where the term "including" is used in the Agreement, it shall be construed as meaning "including, without limitation."
- 1.8 Expressions defined in the Agreement shall bear the same meanings in any annexure to the Agreement which does not contain its own definitions.
- 1.9 Any reference in the Agreement to legislation or subordinate legislation is to such legislation or subordinate legislation at the Effective Date of the Agreement and as amended and/or re-enacted from time to time.
- 1.10 The rule of interpretation that an Agreement shall be interpreted against the Party responsible for the drafting or preparation of the Agreement shall not apply.
- 1.11 The expiration or termination of the Agreement shall not affect such of the provisions of the Agreement which expressly provide that they will operate after any such expiration or termination or which of necessity must continue to have effect after such expiration or termination, notwithstanding that the clauses themselves do not expressly provide for this.

CONFIDENTIAL DOCUMENT

2. DEFINITIONS

2.1 In the Agreement, unless the context indicates otherwise:

- | | | |
|--------|--------------------------------|---|
| 2.1.1 | "Agreement" | shall mean this Memorandum Of Understanding, hereinafter referred to as (MOU) |
| 2.1.2 | "Business day" | means any day other than a Saturday, Sunday or public holiday officially proclaimed as such in the Republic of South Africa |
| 2.1.3 | "Business Hours" | shall mean 07:30 to 16:30 on a business day |
| 2.1.4 | "Effective date" | shall mean 1 August 2025 |
| 2.1.5 | "Confidential Information" | means, without limitation, any technical, commercial or scientific information, knowledge, know-how, trade secrets, formulas, documents, processes, designs, drawings, technical specifications, strategy, data, computer programs, software, Municipal particulars and details of the Municipality, financial information, all information provided to InzaloEMS by the Municipality to be processed and other information of a sensitive, proprietary or confidential nature in whatever form |
| 2.1.6 | "FET" | Shall mean Further Education and Training |
| 2.1.7 | "Intellectual Property Rights" | means all current and future intellectual property rights of whatever nature in relation to or attaching to the Designated Software, including, but not limited to, all vested, contingent and future patents, copyrights, data, designs, source codes, inventions, processes, know-how or techniques incorporated and / or embodied in the Designated Software and / or Hardware, trademarks, service marks and other rights of a similar character, whether or not the same are registered or capable of registration |
| 2.1.8 | "NQF" | Shall mean National Qualifications Framework |
| 2.1.9 | "Party" | Shall mean InzaloEMS or Mossel Bay Local Municipality |
| 2.1.10 | "Parties" | Shall mean InzaloEMS and Mossel Bay Local Municipality |
| 2.1.11 | "SAQA" | Shall mean South African Qualifications Authority |
| 2.1.12 | "SETA" | Shall mean Skills Education Training Authority |

CONFIDENTIAL DOCUMENT

3. PREAMBLE

- 3.1 The purpose of this MOU is to establish a partnership between Mossel Bay Local Municipality and InzaloEMS, for the implementation of the Unemployed Youth Skills Development Programmes within the Mossel Bay Local Municipal areas. This MOU defines the obligations between the Parties with regards to education and training of 20 Unemployed Youth from Mossel Bay Local Municipality in respect of a Short Programme ("project") for Network+ International Certificate to the value of approximately R900,000 including learner stipends, which will entail objectives as mentioned in Clause 3.2 below.
- 3.2 The objective of this MOU is to enable the Parties, to negotiate and conclude an Agreement dealing with the following:
- Skills development programme/s, stakeholder engagement and further education
 - Training programmes to be undertaken by the Parties, in collaboration with each other as specified in this MOU
 - The Steering Committee shall be formed and reports to be furnished from time to time in respect of the said MOU and Learning Programme Agreement
 - The ownership of Intellectual Property Rights coming out of this Cooperative Agreement or Programme.

4. SCOPE OF WORK

The Scope of Work defined and covered in this MOU is limited to Unemployed Youth in a Learnership Programme for which InzaloEMS is accredited, as stipulated below, being the following programme:

- Network+ International Certificate

5. EFFECTIVE DATE, DURATION AND TERMINATION

- 5.1 This Agreement shall commence on 1 August 2025
- 5.2 This Agreement shall endure for a period of 6 (Six) Months.
- 5.3 Should SETA Terminate the Agreement, InzaloEMS shall immediately notify the Municipality of such termination in writing, and this Agreement shall then be deemed terminated.

6. INTELLECTUAL PROPERTY

- 6.1 The Parties agree that any Intellectual Property Rights and Programme ownership that come into existence as a result of this Cooperative MOU or any Programme funded by InzaloEMS through SETA will be assigned to InzaloEMS.
- 6.2 InzaloEMS is fully compliant with the Protection of Personal Information Act, Act No. 4 of 2013 (POPIA) in respect of all parties associated with this MOU and including the Learner agreements.

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7. ROLES AND RESPONSIBILITIES OF THE MUNICIPALITY

7.1 Mossel Bay Local Municipality shall fulfil the role of Host Employer -

7.1.1 Mossel Bay Local Municipality is a beneficiary organisation in this partnership and will provide a data base of learners to be recruited, together with InzaloEMS be responsible for learner recruitment and shortlisting of potential candidates who meet the requirements of the Programme as per SAQA minimum standards.

7.1.1.1 The Minimum Standards for the Network+ International Certificate is the successful completion of Grade 12 (Matric) or national and FET certificate equivalent to Grade 12.

7.1.1.2 Be between the age of 18 and 35 years old.

7.1.2 Mossel Bay Local Municipality will provide suitably furnished venues and manage training venues for the learners (with maximum 30 learners per venue), cover the costs for the provision of electricity, security services and infrastructure as well as costs for cleaning services and sanitation for the learners.

7.1.3 Mossel Bay Local Municipality will Chair the Quarterly Project Steering Committee meetings and InzaloEMS will also participate in these meetings.

8. ROLES AND RESPONSIBILITIES OF INZALOEMS (PTY) LTD

8.1 The primary role of InzaloEMS and its strategic partners is to fund the implementation of this intervention as part of our social-economic strategy.

8.2 InzaloEMS will be responsible for Project Co-ordination.

8.3 InzaloEMS will supply all learning equipment and learner packs required for the duration of the Learnership.

8.4 InzaloEMS shall fulfil the role of Training Provider on behalf of the Lead Employer RDATA with whom InzaloEMS has a MOU in place.

8.5 InzaloEMS shall submit quarterly Project Reports to SETA and the Project Steering Committee.

8.6 InzaloEMS will nominate a representative to participate in the quarterly Project Steering Committee Meetings.

8.7 InzaloEMS shall recruit trainers and facilitate training.

8.8 InzaloEMS shall assess learner performance, quality assurance, content delivery and moderate learning outcomes.

8.9 InzaloEMS will comply with all SETA education and training quality assurance procedures, and at the end of each programme, will certify competent learners against the qualification and/or unit standards achieved.

8.10 The primary responsibility of InzaloEMS is to warrant QCTO/ SETA-ETQA compliance of the Programme implemented as part of this Agreement.

9. PROJECT FUNDING

9.1 InzaloEMS and its strategic partners will be responsible for the funding of all costs associated with training and delivery of the project, including the acquisition and installation of computers, printers, cabling, projectors, connectivity, training and learner stipends.

9.2 This funding, however, does not include payment of rent facilities.

9.3 These Programmes are intended for socio-economic development benefit in partnership with Local Government.

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10. OTHER COSTS

The total cost associated with the running of the Programme at Mossel Bay Local Municipality and jurisdiction areas that will be incurred by the Municipality including are the following:

- 10.1 Electricity bill
- 10.2 Cleaning
- 10.3 Security
- 10.4 Management and sustainability of various training venues

11. LEARNER STIPENDS

The funding of the Program includes a monthly stipend of R2,850 (Two Thousand Eight Hundred and Fifty Rand) per learner for the duration of the 4 Month Programme, which shall be administered by InzaloEMS in conjunction with the SETA and the Leading Company.

No stipend will be paid in cash to any learner.

Learners are requested to provide their banking details to which payment will be made.

12. PROJECT STEERING COMMITTEE

The Parties further agree to establish a Project Steering Committee which will meet quarterly or should the need arise during Programme implementation and will represent the governing body for the project.

13. BREACH

13.1 Should either party ("defaulting party"):

- 13.1.1 breach any essential provision of this MOU (irrespective of the materiality of such breach or provision) and fail to remedy such breach within 7 (seven) days after receiving written notice requiring such remedy from the other party; or
- 13.1.2 be wound-up, liquidated, deregistered or placed under judicial management, in any such event whether provisionally or finally and whether voluntarily or compulsorily, or pass a resolution providing for any such event; or
- 13.1.3 have any application or other proceedings brought against or in respect of it in terms of which it is sought to be deregistered, wound-up, liquidated or placed under judicial management, in any such event whether provisionally or finally; or
- 13.1.4 be deemed to be unable to pay its debts in terms of the Companies Act No 61 of 1973; or
- 13.1.5 compromise or attempt to compromise with, or defer or attempt to defer payment of debts owing by it to, its creditors generally; or
- 13.1.6 alienate or encumber the whole or a major portion of its assets, then the other party shall be entitled, without prejudice to its other rights in law including the right to claim damages, to cancel this MOU or to claim immediate specific performance of all of the defaulting party's obligations, whether or not otherwise then due for performance;

CONFIDENTIAL DOCUMENT

- 13.2 then the other party shall be entitled, without prejudice to its other rights in law including the right to claim damages, to cancel this MOU or to claim immediate specific performance of all of the defaulting party's obligations, whether or not otherwise then due for performance.

14. ASSIGNMENT

- 14.1 No party shall assign, transfer, cede, sub-contract or otherwise dispose of its obligations to any person or firm without the prior written consent of the project committee. In applying for such consent, the application shall make known to the committee the identity of such proposed person or firm together with the party(s) of the work he/she is proposed to perform.

15. DISPUTE RESOLUTION

- 15.1 A dispute shall be deemed to have arisen when either Party notifies the other Party in writing to that effect. The Parties shall use all reasonable efforts to resolve any dispute that may arise under this MOU through good faith negotiations.
- 15.2 Each Party shall nominate a senior representative of its management to meet at any mutually agreed location to resolve the dispute.
- 15.3 In the event that negotiations do not result in a mutually acceptable resolution, the dispute shall be handled in accordance with the clause below.
- 15.4 Any dispute or difference arising out of or relating to this MOU shall be referred to arbitration and settled by arbitration according to the rules then in effect of the Arbitration Foundation of Southern Africa. Such arbitration shall be held in Kimberley and conducted in the English language before one arbitrator appointed in accordance with the said rules.
- 15.5 These provisions shall not prevent either Party from approaching any court or other judicial forum having appropriate jurisdiction to obtain timely injunctive or other relief in cases of urgency.

16. LIABILITY

Each Party bears the liability arising out of its own negligence, wrongful act or omission, and its own breach of this MOU. Accordingly, each Party indemnifies the other against all expenses, losses, damages, and costs arising out of any wrongful or negligent act or omission by the Party during the execution of the agreement. Neither Party shall be liable to the other Party for any indirect or consequential loss or damage sustained by the other Party arising out of or in connection with this MOU and each Party releases the other from any such liability.

17. GOVERNING LAW

This MOU and any disputes or claims arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) are governed by, and construed in accordance with, the law of the Republic of South Africa.

CONFIDENTIAL DOCUMENT

18. DOMICILIA

The Parties hereto choose domicilia citandi et executandi for all purposes of and in connection with this Agreement as follows:

- 18.1 Inzalo Enterprise Management Systems (Pty) Ltd
 Park One, Heron Crescent, Century City, Cape Town, 7441
 Telephone: (+27) 21 001 2116 / +27 79 887 5496 (Graham Reid)
 E-mail: info@inzaloems.co.za
 E-mail: dylan.strydom@inzaloems.co.za (InzaloEMS MD)
 E-mail: graham.reid@inzaloems.co.za (Skills Development and Training Senior Manager)
 E-mail: trisja.weiss@inzaloems.co.za (SDC Office Manager)
 E-mail: mmaphuti.sekwaila@inzaloems.co.za (SDC SDF and Programme Manager)

- 18.2 Mossel Bay Local Municipality
 Municipality Main Building, 101 Marsh Street, Mossel Bay, 6500

- Municipal contact person 1:

NAME	
DESIGNATION	
EMAIL ADDRESS	
CELL NUMBER	

- Municipal contact person 2:

NAME	
DESIGNATION	
EMAIL ADDRESS	
CELL NUMBER	

- Municipal contact person 3:

NAME	
DESIGNATION	
EMAIL ADDRESS	
CELL NUMBER	

- 18.3 All notices, demands, communication or payments intended for either Party shall be made or given at the other Parties domicilium for the time being.
- 18.4 A notice sent by one Party to the other Party shall be deemed to be received:
- 18.4.1 on the same day, if delivered by hand;
- 18.4.2 on the same day, if sent by fax;
- 18.4.3 on the same day, if sent by email;
- 18.4.4 on the seventh (7th) day after posting, if sent by pre-paid registered mail.

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19. FORCE MAJEURE

- 19.1 Neither Party shall be liable for any failure to fulfil its obligations under this Agreement if such failure is caused by any circumstances beyond its reasonable control, including flood, fire, earthquake, war, tempest, hurricane, government restrictions or acts of God.
- 19.2 Either Party has the option to terminate the Agreement if force majeure continues for 30 (thirty) calendar days or longer.
- 19.3 The Party affected by a force majeure event shall notify the other Party within 7 (seven) calendar days from the date of occurrence or expected occurrence.
- 19.4 The affected Party shall use its best endeavours to mitigate the effects of the force majeure event in the shortest time practicable, and shall not refrain from performing its obligations, which can be performed in terms of this Agreement.

20. ENTIRE AGREEMENT

The Agreement, including all annexures, constitute the entire agreement between the Parties with respect to the subject matter hereof and supersedes and renders null and void any and all prior or contemporaneous oral or written Agreements, representations, understandings, warranties or communications, including but not limited to all prior Agreements dealing with the exchange of confidential and proprietary information between the Parties.

21. AMENDMENTS

No Addition to, variation or consensual cancellation of this Agreement shall be of any force or effect unless in writing and signed by or on behalf of both parties.

CONFIDENTIAL DOCUMENT

22. SIGNATORY ACCEPTANCE OF AGREEMENT

Signed on behalf of	MOSSEL BAY LOCAL MUNICIPALITY	
at		
	(PLACE)	
on this		
	(DD/MM/YYYY)	
by		
	(FULL NAME AND SURNAME)	
	(SIGNATURE)	
who warrants his/her signature hereto as the		
	(DESIGNATION)	
WITNESS 1		
	(FULL NAME AND SURNAME)	(SIGNATURE)
WITNESS 2		
	(FULL NAME AND SURNAME)	(SIGNATURE)

Signed on behalf of	Inzalo Enterprise Management Systems (Pty) Ltd	
at	PRETORIA	
	(PLACE)	
on this	08/07/2025	
	(DD/MM/YYYY)	
by	GRAHAM REID	
	(FULL NAME AND SURNAME)	
		
	(SIGNATURE)	
who warrants his/her signature hereto as the	SKILLS DEVELOPMENT AND TRAINING SENIOR MANAGER	
	(DESIGNATION)	
WITNESS 1	TRISJA WEISS	
	(FULL NAME AND SURNAME)	(SIGNATURE)
WITNESS 2	MMAPHUTI SEKWAILA	
	(FULL NAME AND SURNAME)	(SIGNATURE)

E201-07/2025**BUSINESS AND EVENTS COMMITTEE: SECTION 67: LOCAL GOVERNMENT: MUNICIPAL FINANCE MANAGEMENT ACT, NO. 56 OF 2003: TRANSFERS: 2025/2026**

File Number:

Report By: SMIT M

Item Reference Number: 13648590

PURPOSE AND BACKGROUND / DOEL EN AGTERGROND

The purpose of the Item is for Council to consider requests for Section 67 transfers referred from the Business and Events Committee Meeting of 09 June 2025

DISCUSSION AND MOTIVATION / BESPREKING EN MOTIVERING

The Business and Events Committee Meeting was held on 09 June 2025 in terms of which three events Items E96-06/2025, E97-06/2025 and E98-06/2025, were referred to Council for consideration of their applications for a Section 67 transfer in terms of the Financial and In-Kind Policy of the Municipality as follows:

EC 96-06/2025: APPLICATION FOR FESTIVAL / EVENT SUPPORT: SOUTH AFRICAN MODERN PENTATHLON ASSOCIATION: BIATHLE, TRIATHLE & LASER RUN WORLD CHAMPIONSHIPS (SAMPA)

“That a legal opinion as required in terms of Council Resolution E90-40/2025 be obtained and an Item be submitted to council in this regard.”

EC97 06/2025: APPLICATION FOR FESTIVAL / EVENT SUPPORT: RISK AND SHEQ SOLUTIONS PTY LTD: EDEN FEST

“That a legal opinion as required in terms of Council Resolution E90-40/2025 be obtained and an Item be submitted to council in this regard.”

EC98-06/2025:APPLICATION FOR FESTIVAL / EVENT SUPPORT: HERITAGE THEATRE: MOSSEL BAY ARTS FESTIVAL

“That a legal opinion as required in terms of Council Resolution E90-40/2025 be obtained and an Item be submitted to council in this regard.”

The following amounts have been requested for Section 67 transfers:

EDEN FEST	Donation of R20 000.00 (VAT inclusive)
HERITAGE THEATRE	Donation of R20 000.00 (VAT inclusive)
SAMPA	Donation of R500 000.00 (VAT inclusive)

In accordance with Council Resolution E90-04/2025 the three (3) applications were duly submitted for a legal opinion for consideration to be measured against the principles contained in legislation and Circular 131.

The following external advice was received from counsel and summarized as follows:

EDEN FEST

1. Council took cognisance of the opinion expressed in the Circular 131 that a sponsorship to a sport team in exchanges for which the Municipality bargained for advertising in the form of branded sport shirts falls foul of Section 67. It may *be a de minimis* example but it illustrates that such an arrangement is not unrequited.
2. Council therefore cautions against any form of sponsorship (which entails reciprocal obligations).
3. The Business and Events Item prepared does not disclose any such sponsorship elements, but it does appear in the application itself. The basis of the transfer must not be in any form of sponsorship.
4. Save as set out above, such a donation appears to be in order.

HERITAGE THEATRE

It is Council's view that the payment will comply with Section 67 without further discussion required.

SAMPA

1. The very nature of this event is such that the assistance requested is excluded from a procurement process. The Municipality cannot itself procure any services or goods (the hosting of a World Championship Pentathlon in Mossel Bay). The decision to host the championship is awarded by the International Pentathlon Association.
2. The fact that the event will benefit Mossel Bay is of no consequence. It is a consequence of the championship being held in Mossel Bay and not a consequence of any contribution made by the Municipality.
3. There is no reciprocal obligation on SAMPA and none is expected save those imposed by Section 67. It is Council's view that the transfer will be Section 67 compliant.

With due consideration of the above legal opinion in respect of the three applications they are deemed to be compliant with Section 67 for further consideration by Council.

In accordance with Section 67 of the MFMA the Accounting Officer must be satisfied that the organization or body has the capacity and has agreed –

- To comply with any agreement with the Municipality;

- For the period of the agreement to comply with all Reporting, financial management and auditing requirements as may be stipulated in the agreement;
- To Report at least monthly to the Accounting Officer on actual expenditure against such transfer; and
- To submit its audited financial statements for its financial year to the Accounting Officer promptly;

The organization or body must also implement effective, efficient and transparent financial management and internal control systems to guard against fraud, theft and financial mismanagement and have in respect of previous similar transfers complied with all the requirements of this Section 67.

With due consideration of the aforementioned, the Municipality will enter into appropriate agreements with the applicants setting out the terms and conditions of the transfer and that the conditions contained in the agreements are aimed at ensuring that funds donated are utilized for its intended purpose.

FINANCIAL IMPLICATIONS / FINANSIËLE IMPLIKASIE

An amount of R110 000.00 has been provided for in the 2025/2026 Operational Budget under Vote 9/326-132-16482 in respect of the Eden Fest and the Heritage Theatre.

An amount of R8 032 000.00 has been provided for in the 2025/2026 Operational Budget under Vote 9/326-132/16480 from which the donation to SAMPA will be paid.

RELEVANT LEGISLATION / RELEVANTE WETGEWING

The Constitution

The Local Government: Municipal Finance Management Act, No. 56 of 2003

COMMENTS FROM FINANCIAL SERVICES

Dispute resolution

In the audit engagement letter dated 18 September 2024 the Auditor-General has outlined the following process, to deal with disputes:

81. *“All contested matters should be dealt with in accordance with the AGSA dispute resolution procedures. Audit Engagement Managers will consider representations received from, and discussions held with the Municipality and assess if these representations/discussions resolve the matters contested. In doing so, the Audit Engagement Manager will obtain the required support internally from their Product champion (PC), Business Unit Leader (BUL) / Deputy Business Unit Leader (DBUL) and, if deemed necessary, Technical Audit Support (TAS).*
82. *Should a contested matter remain unresolved at engagement level, it can be escalated to the relevant Head of Portfolio (HoP) responsible for the audit and in the case where*

it still remains unresolved, it can be escalated to the relevant Head of Audit (HoA) who will be the final decision-maker in terms of this process. If the disagreement relates to accounting standards and/or legislation, the management of the Municipality can refer the matter to the Office of the Accountant-General (OAG) of the National Treasury.

83. *Note should be taken that the AGSA has established a formal complaints resolution mechanism, as is required by Section 13(1)(c) of the Public Audit Act (PAA). You are requested to observe this statutory mechanism before consideration is given to litigation to resolve a dispute on the audit. “*

CONCLUSION / SAMEVATTING

Three referrals for Section 67 transfers have been received from the Business and Events Committee for consideration as they are deemed to be Section 67 compliant in terms of legal opinion obtained.

RECOMMENDATION

1. That cognisance be taken of the three (3) applications received from the Business and Events Committee Meeting held on 09 June 2025 in respect of Section 67 donations to Eden Fest, Heritage Theatre and SAMPA.
2. That cognisance be taken that a legal opinion was sought in relation to the applications in terms of Item 1 to be measured against the principles contained in MFMA Circular 131.
3. That cognisance be taken that the legal opinion concluded in summary as follows:
 - 3.1 EDEN FEST – the donation appears to be in order subject thereto that there is not a reciprocal obligation and that the basis of the donation must not be any form of sponsorship.
 - 3.2 HERITAGE THEATRE – the donation will comply with Section 67.
 - 3.3 SAMPA – the donation will be Section 67 compliant as there is no reciprocal obligation and none is expected save those imposed by Section 67.
4. That with due consideration of Item 3 above Eden Fest and SAMPA’s applications for Section 67 transfers be approved subject thereto that there is no reciprocal obligations and that the donations are made unrequited.
5. That with due consideration of Item 3 above Heritage Theatre’s application for a Section 67 transfer be approved.
6. That as provision has been made Operational Budget 2025/2026 the following amounts be allocated as Section 67 transfers in respect of the 2025/2026 financial year
 - 6.1 Eden Fest for an amount of R20 000.00 VAT inclusive
 - 6.2 Heritage Theatre for an amount of R20 000.00 VAT inclusive

6.3 SAMPA for an amount of R500 000.00 VAT inclusive

7. That cognisance be taken that provision has been made in the 2025/2026 Operational Budgets under Vote 9/326-132-16482 in respect of the Eden Fest and the Heritage Theatre and Vote 9/326-132-16480 from which the donation to SAMPA will be paid.
8. That the three (3) applicants provide an updated budget/application to the satisfaction of the Municipal Manager to be annexed to the Transfer Agreements.
9. That an appropriate agreement be entered into between the parties as per the requirements of Section 67 of the Local Government: Municipal Finance Management Act, No. 56 of 2003 setting out the terms and conditions of the transfer.
10. That the transfer be utilized for the intended purposes as stated in the three applications and that the conditions contained in the agreement are aimed at ensuring that funds donated are utilized for its intended purpose.
11. That as required in terms of Section 67 of the MFMA monthly Reports be submitted to the Accounting Officer by the applicants on actual expenditure against the donation and that the Director: Community Services ensure that Item 10 above be complied with.
12. That the Municipal Manager be delegated to conclude, negotiate and sign the Transfer Agreement on behalf of the Municipality.
13. That no rights will vest prior to the signing of appropriate Transfer Agreements between the parties.
14. That in line with the dispute resolution process, established by the Auditor-General in accordance with Section 13(1)(c) of the Public Audit Act, no 25 of 2004, any adverse audit findings be referred to the Office of the Accountant-General (OAG) of the National Treasury in the first instance.
15. That following the outcome of the dispute resolution process in terms of Item 14 above a declaratory order be obtained, if necessary.
16. That the services of external legal counsel be obtained by the Municipality in relation to Items 14 and 15 above.

APPENDIX / BYLAAG

No

E202-07/2025

**SECTION 67: LOCAL GOVERNMENT: MUNICIPAL FINANCE
MANAGEMENT ACT, NO. 56 OF 2003: TRANSFER: 2025/2026:
BENEVOLENT PARK NPC**

File Number:

Report By: SMIT M

Item Reference Number: 13648484

PURPOSE AND BACKGROUND / DOEL EN AGTERGROND

The purpose of the Item is for Council to consider the request from the Benevolent Park NPC (hereafter “Benevolent Park”) in respect of a Section 67 transfer for the 2025/2026 financial year.

DISCUSSION AND MOTIVATION / BESPREKING EN MOTIVERING

Benevolent Park as per its application, Annexure A requests Council’s consideration for a Section 67 transfer in terms of the Local Government: Municipal Finance Management Act, No. 56 of 2003 to an amount of R5 500 000.00 (Five Million Five Hundred Thousand Rand).

In accordance with Council Resolution E90-04/2025 the application was duly submitted for a legal opinion for consideration to be measured against the principles contained in legislation and Circular 131.

The following external advice was received from counsel and summarized as follows:

1. It seems that a proper interpretation of the documents reveal the following:
 - that there is a need for such a facility in Mossel Bay;
 - that there is no constitutional duty on the Municipality to render such services as a general proposition – it is not basic services;
 - that Benevolent Park uses assets of the Municipality to render the service to Mossel Bay residents and depends for its existence on funding from the Municipality;
 - that although the request refers to Benevolent Park as a municipal entity this cannot be correct as the Municipality cannot make grants to itself.
2. To support Benevolent Park who, independently from the Municipality, provides services to the aged in terms of Section 67 cannot in itself be questioned. However, it would go outside the terms of Section 67 to provide funding for refurbishment of the units, which are the property of the Municipality. Such services must be put out on tender. The R5 000 000,00 request cannot be considered at all. The fact that Benevolent

Park would utilise upgraded units to cater for indigent citizens does not alter the position.

3. It may be argued that the Municipality may also put on tender the use of its facilities for the use of an old age home. Besides the inherent difficulties embedded in such an idea, that is not the question when one considers a Section 67 donation. Benevolent Park runs its own operation without dictates from the Municipality. It has other funders presumably. This is a totally different scenario to where Benevolent Park runs a tender that has been awarded to it. The Municipality is not considering the grant because it decided it is going to provide this service to the elderly and use Benevolent Park to do so.
4. It is Benevolent Park that operates the old age home and approaches the Municipality for assistance, like any other old age home is entitled to do. Once the undertaking to refurbish/maintain is removed, as it should be the relationship is unrequired.

In accordance with Section 67 of the MFMA the Accounting Officer must be satisfied that the organisation or body has the capacity and has agreed –

- To comply with any agreement with the Municipality;
- For the period of the agreement to comply with all Reporting, financial management and auditing requirements as may be stipulated in the agreement;
- To Report at least monthly to the Accounting Officer on actual expenditure against such transfer; and
- To submit its audited financial statements for its financial year to the Accounting Officer promptly;

The organisation or body must also implement effective, efficient and transparent financial management and internal control systems to guard against fraud, theft and financial mismanagement and have in respect of previous similar transfers complied with all the requirements of this Section 67.

With due consideration of the aforementioned, the Municipality will enter into an agreement with Benevolent Park setting out the terms and conditions of the grant and that the conditions contained in the agreements are aimed at ensuring that funds donated are utilized for its intended purpose.

FINANCIAL IMPLICATIONS / FINANSIËLE IMPLIKASIE

Funds will be verimented in the Operational Budget between Transfers and Subsidies Votes to an amount of R250 000.00 (VAT excluding) which may be allocated to Benevolent Park.

RELEVANT LEGISLATION / RELEVANTE WETGEWING

The Constitution.

The Local Government: Municipal Finance Management Act, No. 56 of 2003.

COMMENTS FROM FINANCIAL SERVICES

It should be noted that the Section 67 transfer to the Benevolent Park was disclosed as irregular expenditure in the 2024/25 financial year.

Disclosure in Annual Financial Statements

The respective amounts are as follows:

2024/25 financial year: R500 000

Council also resolved on 27 June 2025, as per Item E175-06/2025, that the amount of R500 000 (2024/25) be certified as irrecoverable and be written off.

Dispute resolution

In the enclosed audit engagement letter, the Auditor-General has outlined the following process, to deal with disputes:

81. *“All contested matters should be dealt with in accordance with the AGSA dispute resolution procedures. Audit engagement managers will consider representations received from, and discussions held with the Municipality and assess if these representations/discussions resolve the matters contested. In doing so, the audit engagement manager will obtain the required support internally from their Product champion (PC), Business Unit Leader (BUL) / Deputy Business Unit Leader (DBUL) and, if deemed necessary, Technical Audit Support (TAS).*
82. *Should a contested matter remain unresolved at engagement level, it can be escalated to the relevant Head of Portfolio (HoP) responsible for the audit and in the case where it still remains unresolved, it can be escalated to the relevant Head of Audit (HoA) who will be the final decision-maker in terms of this process. If the disagreement relates to accounting standards and/or legislation, the management of the Municipality can refer the matter to the Office of the Accountant-General (OAG) of the National Treasury.*
83. *Note should be taken that the AGSA has established a formal complaints resolution mechanism, as is required by Section 13(1)(c) of the Public Audit Act (PAA). You are requested to observe this statutory mechanism before consideration is given to litigation to resolve a dispute on the audit. “*

Substance over form accounting principle:

The accounting principle of “substance over form” means that transactions should be recorded and presented based on their economic reality, rather than just their legal form.

The disclosure in the annual financial statements should reflect the true nature of the expenditure, considering its economic substance, not just its legal form.

Example:

If an entity does not follow a procurement process to award a contract, even if the contract itself is legally sound, the substance is that the process was irregular.

The entity would be required to disclose the irregular expenditure in the annual financial statements, highlighting the flawed procurement process and its true nature.

CONCLUSION / SAMEVATTING

An application has been received from Benevolent Park in respect of a Section 67 transfer for the 2025/2026 financial year for Council's consideration.

RECOMMENDATION

1. That cognisance be taken of the application received from Benevolent Park NPC (Benevolent Park) in respect of a Section 67 transfer for the 2025/2026 financial year as per Annexure A attached hereto.
2. That cognisance be taken that a legal opinion was sought in relation to the application from Benevolent Park to be measured against the principles contained in MFMA Circular 131.
3. That cognisance be taken that the legal opinion concluded that the request for R5 000 000 to refurbish the units which are municipal assets cannot be considered.
4. That with due consideration of Item 3 above Benevolent Park's application for a Section 67 transfer be approved to an amount of R250 000.00 (VAT excluding) subject thereto that Benevolent Park will not be allocated a transfer to undertake refurbishment or maintenance of any units nor that any allocation is utilized for this reason.
5. That funds be verimented between Transfers and Subsidies Votes in the Operational Budget to allocate an amount of R250 000 (VAT excluding) as a Section 67 transfer in respect of the 2025/2026 financial year to Benevolent Park.
6. That Benevolent Park provide an updated budget/application to the amount of R250 000 VAT excluding to the satisfaction of the Municipal Manager to be annexed to the Transfer Agreement.
7. That an appropriate agreement be entered into between the parties as per the requirements of Section 67 of the Local Government: Municipal Finance Management Act, No. 56 of 2003 setting out the terms and conditions of the transfer.
8. That the transfer be utilized for the intended purposes as stated in the Benevolent Park's application and that the conditions contained in the agreement are aimed at ensuring that funds donated are utilized for its intended purpose being sundries in providing care for the elderly and disabled.
9. That as required in terms of Section 67 of the MFMA monthly Reports be submitted to the Accounting Officer by Benevolent Park on actual expenditure against the donation and that the Director: Community Services ensure that Item 8 above be complied with.

10. That the Municipal Manager be delegated to conclude, negotiate and sign the Transfer Agreement on behalf of the Municipality.
11. That no rights will vest prior to the signing of an appropriate Transfer Agreement between the parties.
12. That in line with the dispute resolution process, established by the Auditor-General in accordance with Section 13(1)(c) of the Public Audit Act, No. 25 of 2004, any adverse audit findings be referred to the Office of the Accountant-General (OAG) of the National Treasury in the first instance.
13. That following the outcome of the dispute resolution process in terms of Item 12 above a declaratory order be obtained, if necessary.
14. That the services of external legal counsel be obtained by the Municipality in relation to Items 12 and 13 above.

APPENDIX / BYLAAG

Yes

Benevolent Park NPC



Roselind Avenue
Extension 6
Mossel Bay
6500
info@benevolentpark.org.za
NPC:2024/330045/08

P.O. Box 2043
Mossel Bay
6506
Tel: 044 691 2481

Ms M Smit
101 Marsh Street
Mossel Bay Municipality
Mossel Bay
6500

30 June 2025

REQUEST FOR GRANT / DONATION FUNDING: 2025/2026 FINANCIAL YEAR

The above matter refers.

The Benevolent Park NPC (Benevolent Park Home for the Elderly, Disabled and Care Centre) has a long history in Mossel Bay serving the community.

The facility serves as a home for the elderly, disabled and as a Care Centre which is an asset to the community and provides an important community service. The facility is mainly dependant upon funding and donations received from external sources as the facility does not generate large amounts of income due to the largely indigent and disadvantaged community it serves.

Benevolent Park humbly requests the Municipality's kind consideration to providing a grant for the benefit of the facility and the residents alike.

The board of Directors of Benevolent Park NPC are pleased to present to you our 2025-2026 Business Plan and associated financial documents. (Sent to you under separate cover).

We trust that you find the submission in order, which was sent previously to the Municipal Manager.

We will financially budget according to our forecasts and ensure that our expenditure is prudent and managed appropriately.

A further Funding Grant of R5,500,000.00 over the next five years is now requested from the Municipality which will be utilised in the main for infrastructure repairs to the building's interior and exterior. This is taking into account that over the past 33 years no major maintenance work was undertaken to maintain and improve the buildings.

In terms of clause 3.1.3 of the Memorandum of Incorporation, the NPC has to upgrade and maintain the Property to the satisfaction of the Municipality, and for the benefit of Benevolent Park;

A proposed budget for the R5,500,000.00 to be received is set out as follows:

Description Amount in Rand Value

Chairman: Mr N Pillay
Manager: Ms C M Thiele

- | | |
|--|-----------|
| 1. Sundries in providing care for the elderly and disabled | 500 000 |
| 2. Refurbishment of all units. (As explained below) | 5 000 000 |

The amount of R5 000 000 may be advanced over a period of five years. We also have to be cognisant of the Consumer Price Index and inflation.

Refurbishment is outlined in the attached Business Plan. Current quotes will be perused prior to any commitment being undertaken.

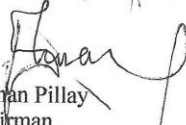
Thanking you immensely for your continued assistance, patience and guidance, which we highly appreciate.

Benevolent Park NPC would appreciate any contribution that can be made and would accordingly agree to any terms and conditions required to obtain the funding.

Your kind consideration is hereby requested.

Yours faithfully

With kind regards,


Nathan Pillay
Chairman
Benevolent Park NPC

E203-07/2025

HARTLAND LIFESTYLE ESTATE: UTILISATION OF TREATED WATER FOR IRRIGATION PURPOSES: HARTENBOS REGIONAL WASTE WATER TREATMENT WORKS

File Number:

Report By: WARDENM

Item Reference Number: 13645151

PURPOSE AND BACKGROUND / DOEL EN AGTERGROND

The purpose of this Item is for Council to consider the request from Hartland Lifestyle Estate to utilise treated water from the Hartenbos Regional Waste Water Treatment Works for irrigation purposes at the Hartland Estate.

DISCUSSION AND MOTIVATION / BESPREKING EN MOTIVERING

The Municipality and the Developer, being K201133641SA (Pty) Ltd (hereafter “the Developer”) entered into a Services Agreement on the 22nd of March 2017 in respect of the Hartenbos Estate Phase 2 development known as the Hartland Lifestyle Estate.

A First Addendum to the Services Agreement was concluded in relation to technical aspects on the 12th of December 2024.

Following the aforementioned a request was received from the Developer to utilize treated water from the Hartenbos Regional Waste Water Treatment Works for irrigation purposes at the estate.

The Municipality has an unused pump station installation on the south-western corner of the Hartenbos Regional Waste Water Treatment Works which the Developer is requesting to utilize for the irrigation purposes.

The Developer has undertaken to take over the normal operation and maintenance of the pump station installation, free of charge to the Municipality. Ownership of the pump station will remain with the Municipality and the Developer will be required to service, maintain, modify and upgrade the pump station with *inter alia* new pipework, valves, water meters and electricity meter.

The Developer will be responsible to open the necessary service accounts with the Municipality and will be responsible for the costs thereof.

The Developer may then utilize the abandoned 400mm fibre-cement water line along the R102 to Hartland to utilize as a sleeve for the new proposed 160mm HDPE treated water pressure line from the pump station to the current access of Hartland on the R102.

The pump station on the south-western corner of the Hartenbos Regional Waste Water Treatment works is currently unused and unfit for municipal purposes as the equipment requires maintenance and/or is outdated and the Municipality did not require this pump station's use.

By making the pump station available to Hartland the Municipality will gain an upgraded and maintained asset in working order that it may use for contingency purposes in instances of drought.

With due regard to the above it is therefore proposed that the request be considered subject to the following:

- That the pump station installation be made available to the Municipality for use during periods of declared drought and other emergencies and that the use of the pump station will not be fully/entirely available to Hartland.
- That the Developer must obtain the necessary wayleaves from affected authorities for the required works at the R102 and N2 crossings at the Hartland access gate.
- That all designs be submitted to the Director: Infrastructure Services for approval prior to construction.
- That the Municipality be indemnified against the utilization of the treated water by Hartland for irrigation purposes.
- That Council Resolution E122-07/2027 taken on 27 July 2017 in relation to the general re-use of treated Waste Water from the Waste Water Treatment Works by land owners will be applicable.
- That the Developer exempts the Municipality from any payment for widening the water pipeline servitude over Farm Vaale Vallei RE/219 to accommodate the new 400mm pipeline between the Vaale Vallei Reservoir and Hartland.

As the Municipality will grant a right to use, control or manage a municipal capital asset it is proposed that a Public Participation Process be followed whereafter the Item must be referred to Council for further consideration.

FINANCIAL IMPLICATIONS / FINANSIËLE IMPLIKASIE

The Municipality will gain an upgraded and maintained pump station which is currently not in use by the Municipality.

Income from municipal service charges.

The Municipality will also be exempted from any payment for widening the water pipeline servitude over Farm Vaale Vallei RE/219 to accommodate the new 400mm pipeline between the Vaale Vallei Reservoir and Hartland.

RELEVANT LEGISLATION / RELEVANTE WETGEWING

Contractual law.

Local Government: Municipal Finance Management Act, No. 56 of 2003.

COMMENTS FROM FINANCIAL SERVICES

No further comments.

COMMENTS FROM CORPORATE SERVICES

No further comments.

COMMENTS FROM DEVELOPMENT AND PLANNING SERVICES

No further comments.

COMMENTS FROM TECHNICAL SERVICES

No further comments.

COMMENTS FROM LEGAL SERVICES

No further comments.

COMMENTS FROM COMMUNITY SERVICES

No further comments.

COMMENTS FROM COMMUNITY SAFETY SERVICES

No further comments.

COMMENTS FROM MUNICIPAL MANAGER

No further comments.

CONCLUSION / SAMEVATTING

That the request from the Developer of the Hartland Lifestyle Estate be considered favourably with due regard to the benefits for the Municipality and subject to the conditions stated under the discussion and motivation of this Item.

RECOMMENDATION

1. That cognisance be taken of the request by K201133641SA (Pty) Ltd, the Developer of the Hartland Lifestyle Estate to utilise treated water from the Hartenbos Regional Waste Water Treatment works for irrigation purposes by means of an existing municipal unused pump station installation at the Hartenbos Regional Waste Water Treatment Works.
2. That as the pump station is not in use by the Municipality and with due regard to the benefits gained as set out in the discussion and motivation of this Item the request as per Item 1 above be approved subject to the following:

- 2.1 That the Developer will take over the normal operation and maintenance of the pump station installation, free of charge to the Municipality.
- 2.2 That ownership of the pump station will remain with the Municipality and the Developer will be required to service, maintain, modify and upgrade the pump station with *inter alia* new pipework, valves, water meters and electricity meter at their own cost.
- 2.3 That the Developer will be responsible to open the necessary service accounts with the Municipality and will be responsible for the costs thereof.
- 2.4 That the Developer may utilize the abandoned 400mm fibre-cement water line along the R102 to Hartland to utilize as a sleeve for the new proposed 160mm HDPE treated water pressure line from the pump station to the current access of Hartland on the R102.
- 2.5 That the pump station installation be made available to the Municipality for use during periods of declared drought and other emergencies and that the use of the pump station will not be fully/entirely available to Hartland.
- 2.6 That the Developer must obtain the necessary wayleaves from affected authorities for the required works at the R102 and N2 crossings at the Hartland access gate.
- 2.7 That all designs be submitted to the Director: Infrastructure Services for approval prior to construction.
- 2.8 That the Municipality be indemnified against the utilization of the treated water by Hartland for irrigation purposes.
- 2.9 That Council Resolution E122-07/2017 taken on 27 July 2017 in relation to the general re-use of treated Waste Water from the Waste Water Treatment Works by land owners will be applicable.
- 2.10 That the Developer exempts the Municipality from any payment for widening the water pipeline servitude over Farm Vaale Vallei RE/219 to accommodate the new 400mm pipeline between the Vaale Vallei Reservoir and Hartland.
3. That a Public Participation Process be followed whereafter the Item must be referred back to Council for further consideration.
4. That an appropriate Addendum to the Services Agreement be entered into between the Parties.
5. That the Director: Infrastructures Services be delegated to negotiate, finalise and sign the Addendum.
6. That no rights will vest prior to the Addendum being signed by both parties.

E204-07/2025**CALL FOR BUSINESS PROPOSALS: PORTION OF ERF 4788
(PREVIOUSLY KNOWN AS ERF 135, GREAT BRAK RIVER,
A PORTION OF PORTION 4, MOSSEL BAY FARM, GREAT BRAK
RIVER) (±4 000M²), LONG STREET, GREAT BRAK RIVER**

Reference Number: 15/4/34/9;7/2/1/2

Report By: D Steyn

PURPOSE AND BACKGROUND / DOEL EN AGTERGROND

In terms of Executive Mayoral Committee Resolution PE82-07/2025 it was resolved as follows:

“That the following recommendation be made to Council:

1. That cognisance be taken that the Lease Agreement of this portion of Erf 4788 (previously known as Erf 135, Great Brak River, a portion of Portion 4, Mossel Bay Farm, Great Brak River) (±4 000m²), Long Street, Great Brak River, has been cancelled.
2. That, taking into consideration the strategic value of the property, development proposals or ideas, be invited and submitted to Council for consideration.
3. That the purpose of the invitation is for the gathering of ideas for the future use of this portion of the property and that a combination of proposals and/or ideas may be considered by Council. The preferred proposals or ideas or combination thereof, may be used to formulate the specifications for a tender to the general public for utilisation of this portion of the property.
4. That all proposals must adhere to the following conditions and criteria to be considered:-
 - 4.1. That this portion of Erf 4788 (previously known as Erf 135, Great Brak River, a portion of Portion 4, Mossel Bay Farm, Great Brak River) (±4 000m²), Long Street, Great Brak River, be utilised for commercial, educational or recreational land uses or a combination thereof.
 - 4.2. That the proposed development should visually complement the surrounding areas and adhere to all applicable legislation for the proposed use.
 - 4.3. That the proposed use of the property, should not be a cause of nuisance to surrounding property Owners or the general public.
 - 4.4. That the proposal must be based on a thirty (30) year Lease Agreement with the Municipality.
 - 4.5. That the building and structures, which forms part of the proposal, must be funded by the Applicant and will become the property of the Municipality after the lease period has expired.
5. That no rights and/or obligations and/or legitimate expectations will be created or implied by the submission of any proposals. No compensation will be payable by the Municipality to any party due to a specific idea or proposal being accepted or declined by Council.

6. That all parties submitting proposals, agree to the publication thereof for comments/objections and subsequent Open Tender Process and indemnifies the Municipality against any possible use of their proposals by any third party.
7. That, after consideration of the said proposals, a decision be taken by Council with regard to the future use of the property.”

The Item which served before the Executive Mayoral Committee on 22 July 2025 reads as follows:

“The purpose of this Item is for Council to consider a call for business proposals for the utilisation of a portion of Erf 4788 (previously known as Erf 135, Great Brak River, a portion of Portion 4, Mossel Bay Farm, Great Brak River) (±4 000m²), Long Street, Great Brak River.

DISCUSSION AND MOTIVATION / BESPREKING EN MOTIVERING

During Council Meeting held on 31 October 2024, Council Resolution E296-10/2024, it was resolved as follows:

- “1. *That cognisance be taken of the cancellation of the Lease Agreement between the Mossel Bay Municipality and Micaren Exel of Erf 135, Great Brak River, a portion of (±4 000m²) of Portion 4, Mossel Bay Farm, Great Brak River, due to breach of contract by the Lessee through non-payment of the rental amount by the Lessee.*
2. *That the future utilization of the property be reconsidered by Council in line with the Municipal Spatial Development Framework and other Guiding Policies and a separate Item in this regard, be submitted to Council for consideration.*
3. *That cognisance be taken that instructions were issued to the Municipality’s Panel Attorney to proceed with the legal process to recover the outstanding rental amount.”*

It is proposed that business proposals for this portion of the property, be invited and submitted to Council for consideration.

The proposals must adhere to the following conditions and criteria:

1. That this portion of Erf 4788 (previously known as Erf 135, Great Brak River, a portion of Portion 4, Mossel Bay Farm, Great Brak River) (±4 000m²), Long Street, Great Brak River, be utilised for commercial, educational or recreational land uses or a combination thereof.
2. That the proposed development should visually complement the surrounding areas and adhere to all applicable legislation for the proposed use.
3. That the proposed use of the property, should not be a cause of nuisance to surrounding property Owners or the general public.
4. That the proposal must be based on a thirty (30) year Lease Agreement with the Municipality.
5. That the building and structures which forms part of the proposal, must be funded by the Applicant and will become the property of the Municipality after the lease period has expired.

The Municipal Valuer determined the market value of this portion of Erf 4788 (previously known as Erf 135, Great Brak River, a portion of Portion 4, Mossel Bay Farm, Great Brak River) (±4 000m²), Long Street, Great Brak at R11 500 000,00 (VAT inclusive). The market related rental was determined at R76 700,00 per month (VAT inclusive).

A copy of the Valuer's Report was annexed, marked 'A'.

A copy of the Locality Plan was annexed, marked 'B'.

FINANCIAL IMPLICATIONS / FINANSIËLE IMPLIKASIES

Comments received from Directorate: Financial Services are as follows:

"This portion of the property is listed on the Municipal Asset Register at a book value of R148 417,87 and classified as Investment Property."

Directorate: Financial Services has no objection to the call for proposals.

The Municipality will receive income from the rental of the property as well as the service fees.

RELEVANT LEGISLATION / RELEVANTE WETGEWING

The Local Government: Municipal Finance Management Act, No 56 of 2003.

The Local Government: Municipal Finance Management Act, No 56 of 2003: Municipal Asset Transfer Regulations, 2008.

Municipal Asset Management Policy.

CONCLUSION / SAMEVATTING

It is therefore proposed that, due to the strategic value and potential of the property, the Municipality invites development proposals for this portion of Erf 4788 (previously known as Erf 135, Great Brak River, a portion of Portion 4, Mossel Bay Farm, Great Brak River) ($\pm 4\,000\text{m}^2$), Long Street, Great Brak River to be submitted to Council for consideration, subject to predetermined conditions and criteria.

RECOMMENDATION

That the following recommendation be made to Council:

1. That cognisance be taken that the Lease Agreement of this portion of Erf 4788 (previously known as Erf 135, Great Brak River, a portion of Portion 4, Mossel Bay Farm, Great Brak River) ($\pm 4\,000\text{m}^2$), Long Street, Great Brak River, has been cancelled.
2. That, taking into consideration the strategic value of the property, development proposals or ideas, be invited and submitted to Council for consideration.
3. That the purpose of the invitation is for the gathering of ideas for the future use of this portion of the property and that a combination of proposals and/or ideas may be considered by Council. The preferred proposals or ideas or combination thereof, may be used to formulate the specifications for a tender to the general public for utilisation of this portion of the property.
4. That all proposals must adhere to the following conditions and criteria to be considered:-
 - 4.1. That this portion of Erf 4788 (previously known as Erf 135, Great Brak River, a portion of Portion 4, Mossel Bay Farm, Great Brak River) ($\pm 4\,000\text{m}^2$), Long Street, Great Brak River, be utilised for commercial, educational or recreational land uses or a combination thereof.
 - 4.2. That the proposed development should visually complement the surrounding areas and adhere to all applicable legislation for the proposed use.
 - 4.3. That the proposed use of the property, should not be a cause of nuisance to surrounding property Owners or the general public.

- 4.4. That the proposal must be based on a thirty (30) year Lease Agreement with the Municipality.
- 4.5. That the building and structures, which forms part of the proposal, must be funded by the Applicant and will become the property of the Municipality after the lease period has expired.
5. That no rights and/or obligations and/or legitimate expectations will be created or implied by the submission of any proposals. No compensation will be payable by the Municipality to any party due to a specific idea or proposal being accepted or declined by Council.
6. That all parties submitting proposals, agree to the publication thereof for comments/objections and subsequent Open Tender Process and indemnifies the Municipality against any possible use of their proposals by any third party.
7. That, after consideration of the said proposals, a decision be taken by Council with regard to the future use of the property.”

NOTE:

Please consult the complete annexures as attached to the agenda for the Planning and Economic Development Services Committee Meeting which was held on 16 July 2025 (Item PE82-07/2025) for more details.

RECOMMENDATION TO COUNCIL

1. That cognisance be taken that the Lease Agreement of this portion of Erf 4788 (previously known as Erf 135, Great Brak River, a portion of Portion 4, Mossel Bay Farm, Great Brak River) ($\pm 4\,000\text{m}^2$), Long Street, Great Brak River, has been cancelled.
2. That, taking into consideration the strategic value of the property, development proposals or ideas, be invited and submitted to Council for consideration.
3. That the purpose of the invitation is for the gathering of ideas for the future use of this portion of the property and that a combination of proposals and/or ideas may be considered by Council. The preferred proposals or ideas or combination thereof, may be used to formulate the specifications for a tender to the general public for utilisation of this portion of the property.
4. That all proposals must adhere to the following conditions and criteria to be considered:-
 - 4.1. That this portion of Erf 4788 (previously known as Erf 135, Great Brak River, a portion of Portion 4, Mossel Bay Farm, Great Brak River) ($\pm 4\,000\text{m}^2$), Long Street, Great Brak River, be utilised for commercial, educational or recreational land uses or a combination thereof.
 - 4.2. That the proposed development should visually complement the surrounding areas and adhere to all applicable legislation for the proposed use.
 - 4.3. That the proposed use of the property, should not be a cause of nuisance to surrounding property Owners or the general public.
 - 4.4. That the proposal must be based on a thirty (30) year Lease Agreement with the Municipality.

- 4.5. That the building and structures, which forms part of the proposal, must be funded by the Applicant and will become the property of the Municipality after the lease period has expired.
5. That no rights and/or obligations and/or legitimate expectations will be created or implied by the submission of any proposals. No compensation will be payable by the Municipality to any party due to a specific idea or proposal being accepted or declined by Council.
6. That all parties submitting proposals, agree to the publication thereof for comments/objections and subsequent Open Tender Process and indemnifies the Municipality against any possible use of their proposals by any third party.
7. That, after consideration of the said proposals, a decision be taken by Council with regard to the future use of the property.

E205-07/2025

AMENDMENT OF COUNCIL RESOLUTION GM15-04/2025: APPLICATION FOR THE RENEWAL OF THE LEASE AGREEMENT OF MUNICIPAL BUILDING SITUATED ON ERF 3896, AT THE CORNER OF WOLWEDANS ROAD AND LAVENTEL STREET, GREAT BRAK RIVER (±773M²): MOSSEL BAY ASSOCIATION FOR PERSONS WITH DISABILITIES

File Number: 15/4/34/9; 7/2/1/3

Report By: D Steyn

PURPOSE AND BACKGROUND / DOEL EN AGTERGROND

In terms of Executive Mayoral Committee Resolution PE83-07/2025 it was resolved as follows:

“That the following recommendation be made to Council:

1. That cognisance be taken of the letter received from the Applicant, dated 14 May 2025, requesting the amendment of Items 3 and 8 of Council Resolution GM15-04/2025, to stipulate that the Municipality maintains the outside of the building and the premises and be liable for the advertising costs associated with the prescribed Public Participation Process, as the Applicant is receiving no funding to cover the costs.
2. That, due to the request received from the Applicant and as the activities of the Applicant on the premises is deemed to be in the public interest and to the benefit of the community:
 - 2.1. Item 3 of Council Resolution GM15-04/2025, which reads as follows:

“3. *That the Applicant be responsible for the maintenance of the inside and outside of the building as well as the premises to the satisfaction of the Municipality.*”

be amended to read and be implemented as follows:

“3. That, due to the financial position of the Applicant, the Applicant be responsible for the maintenance of the inside of the building and the Municipality be responsible for the maintenance of the outside of the building as well as the premises.”

and

2.2. Item 8 of Council Resolution GM15-04/2025, which reads as follows:

“8. That the Applicant be responsible for all costs related to the application, including advertising costs.”

be amended to read and be implemented as follows:

“8. That, due to the financial position of the Applicant, the Municipality be responsible for all costs related to the application, including advertising costs.”

3. That Items 1, 2, 4, 5, 6, 7, 9 to 12 of Council Resolution GM15-04/2025, remain unchanged.”

The Item which served before the Executive Mayoral Committee on 22 July 2025 reads as follows:

“The purpose of this Item is for Council to approve the amendment of Items 3 and 8 of Council Resolution GM15-04/2025, relating to the maintenance and advertising costs related to the required Public Participation Process regarding the lease of municipal building situated on Erf 3896, at the corner of Wolwedans Road and Laventel Street, Great Brak River ($\pm 773\text{m}^2$), to Mossel Bay.

DISCUSSION AND MOTIVATION / BESPREKING EN MOTIVERING

It was resolved under Item Resolution GM15-04/2025, as follows:

- “1. That approval be granted to the Applicant, Mossel Bay Association for Persons with Disabilities, for the renewal of the Lease Agreement of the municipal building situated on Erf 3896, at the corner of Wolwedans Road and Laventel Street, Great Brak River ($\pm 773\text{m}^2$), as indicated on the Locality Plan marked ‘B’, for a period of three (3) years at a rental amount of R689.00 per annum (VAT inclusive), in terms of Section 40(2)(c)(i) of the Municipal Supply Chain Management Regulations, with an annual escalation equal to the CPI-percentage, to be utilised as a Day Care Centre for children with disabilities, since it is not required for basic municipal purposes. The applicable CPI percentage shall be the CPI of two (2) months prior to the date of escalation in terms of the agreement.
2. That the Applicant will not sublet the erf or any portion thereof without prior written approval of the Municipality.
3. That the Applicant be responsible for the maintenance of the inside and outside of the building as well as the premises to the satisfaction of the Municipality.
4. That the Applicant will be responsible for the Insurance of its contents as well as to take out Public Liability Insurance, proof of which must be furnished to the Municipality.
5. That the Applicant will indemnify the Municipality against any claim which may originate as a result of its use of the property.

6. *That the Municipality reserves the right of free access to the property, without notice, for the purpose of inspection, maintenance, renewal, cleaning, repair and construction of municipal services.*
7. *The Applicant will not utilise any portion of the premises for the display of outdoor advertising and signage, or change existing signage, without prior written approval of the Municipality as well as approval in terms of the Mossel Bay Municipal By-Law Relating to Outdoor Advertising.*
8. *That the Applicant be responsible for all costs related to the application, including advertising costs.*
9. *That the Public Participation Process, as prescribed in the relevant legislation, be followed.*
10. *That, in addition to the prescribed Public Participation Process, the Council Resolution be referred to the Ward Councillor to bring it under the attention of the Ward Committee and that any comments, objections or representations be submitted by the Ward Councillor to the Municipality within thirty (30) days from date of the Council Resolution, failing which, it will be accepted that there are no comments, objections or representations.*
11. *That, after completion of the prescribed Public Participation Process, this Item be referred back to the Municipal Manager for further consideration.*
12. *That no rights and/or obligations be vested prior to the Lease Agreement being signed by both parties.”*

After the abovementioned decision taken by the Municipal Manager in terms of delegated authority, it was conveyed to the Applicant for acceptance.

A letter dated 14 May 2025 was received in response from the Applicant, Mossel Bay Association for Persons with Disabilities requesting that maintenance of the outside of the leased property be the responsibility of the Municipality, as the Applicant takes care of children with disabilities together with staff from the community and others on behalf of the Western Cape Department of Health on a daily basis. There has also been attempts of vandalism on the newly erected Clear View fence that needs to be repaired. The Applicant will not be able to repair this fence as they are receiving no funding.

Directorate Financial Services confirmed that the building is insured by the Municipality.

The Applicant has also stated that they will not be able to pay for all the costs including the advertising costs and are requesting that Item 8, be waived.

A copy of the Letter and Locality Plan were annexed, marked ‘A’ and ‘B’ respectively.

In terms of Section 152(1)(d) and (e) and 152(2) of the Constitution of the Republic of South Africa 1966, the objects of Local Government are to promote a safe and healthy environment and to encourage the involvement of community organisations in the matters of Local Government, and must a Municipality strive, within its financial and administrative capacity, to achieve the abovementioned objects.

It is therefore proposed that approval be granted for the Municipality to maintain the outside of the leased property and also pay the advertising costs associated with the prescribed Public Participation Process on behalf of the Applicant.

FINANCIAL IMPLICATIONS / FINANSIËLE IMPLIKASIE

Payment by the Municipality of the advertising costs associated with the prescribed Public Participation Process on behalf of the Applicant (plus/minus R2 500,00).

RELEVANT LEGISLATION / RELEVANTE WETGEWING

Constitution of the Republic of South Africa 1966.

Local Government: Municipal Systems Act No 32 of 2000.

CONCLUSION / SAMEVATTING

It is therefore proposed that approval be granted for the amendment of Item 3 and 8 of Council Resolution GM15-04/2025, relating to the maintenance of the outside of the leased building and the advertising costs related to the required Public Participation Process regarding the lease of the municipal building situated on Erf 3896, at the corner of Wolwedans Road and Laventel Street, Great Brak River ($\pm 773\text{m}^2$), to Mossel Bay, be amended to provide for the maintenance of the outside of the building and payment of the advertising costs related to the Public Participation Process by the Municipality.

RECOMMENDATION

That the following recommendation be made to Council:

1. That cognisance be taken of the letter received from the Applicant, dated 14 May 2025, requesting the amendment of Items 3 and 8 of Council Resolution GM15-04/2025, to stipulate that the Municipality maintains the outside of the building and the premises and be liable for the advertising costs associated with the prescribed Public Participation Process, as the Applicant is receiving no funding to cover the costs.
2. That, due to the request received from the Applicant and as the activities of the Applicant on the premises is deemed to be in the public interest and to the benefit of the community:
 - 2.1. Item 3 of Council Resolution GM15-04/2025, which reads as follows:

“3. That the Applicant be responsible for the maintenance of the inside and outside of the building as well as the premises to the satisfaction of the Municipality.”

be amended to read and be implemented as follows:

“3. That, due to the financial position of the Applicant, the Applicant be responsible for the maintenance of the inside of the building and the Municipality be responsible for the maintenance of the outside of the building as well as the premises.”

and
 - 2.2. Item 8 of Council Resolution GM15-04/2025, which reads as follows:

“8. That the Applicant be responsible for all costs related to the application, including advertising costs.”

be amended to read and be implemented as follows:

“8. That, due to the financial position of the Applicant, the Municipality be responsible for all costs related to the application, including advertising costs.”

2. That Items 1, 2, 4, 5, 6, 7, 9 to 12 of Council Resolution GM15-04/2025, remain unchanged.”

NOTE:

Please consult the complete annexures as attached to the agenda for the Planning and Economic Development Services Committee Meeting which was held on 16 July 2025 (Item PE83-07/2025) for more details.

RECOMMENDATION TO COUNCIL

1. That cognisance be taken of the letter received from the Applicant, dated 14 May 2025, requesting the amendment of Items 3 and 8 of Council Resolution GM15-04/2025, to stipulate that the Municipality maintains the outside of the building and the premises and be liable for the advertising costs associated with the prescribed Public Participation Process, as the Applicant is receiving no funding to cover the costs.
2. That, due to the request received from the Applicant and as the activities of the Applicant on the premises is deemed to be in the public interest and to the benefit of the community:
 - 2.1. Item 3 of Council Resolution GM15-04/2025, which reads as follows:
 - “3. *That the Applicant be responsible for the maintenance of the inside and outside of the building as well as the premises to the satisfaction of the Municipality.*”be amended to read and be implemented as follows:
 - “3. *That, due to the financial position of the Applicant, the Applicant be responsible for the maintenance of the inside of the building and the Municipality be responsible for the maintenance of the outside of the building as well as the premises.*”and
 - 2.2. Item 8 of Council Resolution GM15-04/2025, which reads as follows:
 - “8. *That the Applicant be responsible for all costs related to the application, including advertising costs.*”be amended to read and be implemented as follows:
 - “8. *That, due to the financial position of the Applicant, the Municipality be responsible for all costs related to the application, including advertising costs.*”
3. That Items 1, 2, 4, 5, 6, 7, 9 to 12 of Council Resolution GM15-04/2025, remain unchanged.

E206-07/2025**CANCELLATION OF THE LEASE AGREEMENT OF A PORTION
(±79M²) OF ERF 24, HERBERTSDALE: HERBERTSDALE
KLEUTERSKOOL: HUPPELSKOOLTJIE****APPLICATION TO LEASE ERF 506, HERBERTSDALE (1526M²)
(PREVIOUSLY KNOWN AS A PORTION OF ERF 24,
HERBERTSDALE), SITUATED AT SPRINGBOK STREET,
HERBERTSDALE: GONDWANA CONSERVATION
FOUNDATION**

File Number: 7/2/2/1

Report By: D Steyn

PURPOSE AND BACKGROUND / DOEL EN AGTERGROND

In terms of Executive Mayoral Committee Resolution PE84-07/2025 it was resolved as follows:

“That the following recommendation be made to Council:

1. That cognisance be taken that the prescribed Public Participation Process was duly followed and the Resolution referred to the Ward Councillor. A Notice was also displayed on the frontage of the relevant property for the duration of the Public Participation Period. No comments and/or objections were received from the public.
2. That Council Resolution E68-03/2025, be implemented as follows:
 - “1. That cognisance be taken of the cancellation of the Lease Agreement, dated 9 October 2015, between the Mossel Bay Municipality and Herbertsdale Kleuterskool: Huppelskooltjie of a portion (±79m²) of Erf 24, Herbertsdale, due to the non-payment of the lease amount due to the Municipality.
 2. That cognisance be taken that the Applicant has initiated the process of establishing a legal entity to assist the Crèche financially.
 3. That approval be granted to the Applicant, Gondwana Conservation Foundation to lease Erf 506, Herbertsdale (1 526m²) (previously known as a portion of Erf 24, Herbertsdale), for a period of five (5) years, to be utilised for Crèche purposes, at a rental amount of R275,00 (VAT inclusive) per month in terms of Section 40(2)(c)(i) of the Municipal Supply Chain Management Regulations, with an annual escalation equal to the CPI percentage, since it is not required for basic municipal purposes and is deemed to be in the public interest. The applicable CPI percentage shall be the CPI of two (2) months prior the date of escalation in terms of the Agreement.
 4. That approval be granted to the Applicant to enter into the Lease Agreement with the Municipality in the name of a legal entity established for this purpose or to cede the Lease Agreement to such entity.
 5. That a letter of appreciation for its willingness to ensure the continued existence of the Crèche, be addressed to the Applicant in writing.

6. *That the Applicant Reports Bi-annually to the Municipality regarding its progress and activities at the Crèche.*
7. *That no buildings/structures may be erected on the premises without the prior written approval of the Municipality.*
8. *That the Applicant will not sublet the erf or any portion thereof without prior written approval of the Municipality.*
9. *That the Applicant is responsible for the maintenance of the premises, in good and tidy condition to the satisfaction of the Municipality.*
10. *That the Applicant will be responsible for the insurance of its contents as well as to take out Public Liability Insurance, proof of which must be furnished to the Municipality.*
11. *That the Applicant will not utilise any portion of the premises for the display of outdoor advertising or signage, or change existing signage, without prior written approval of the Municipality as well as approval in terms of the Mossel Bay Municipal By-Law Relating to Outdoor Advertising.*
12. *That the Applicant will be responsible for the payment of all municipal services in respect of the premises to the satisfaction of the Manager: Income Section.*
13. *That the Municipality reserves the right of free access to the property, without notice, for the purpose of inspection, maintenance, renewal, cleansing, repair and construction of municipal services.*
14. *That the Applicant be responsible for all costs related to the application, including advertising costs.*
15. *That no rights and/or obligations be vested prior to the Lease Agreement being signed by both parties.”*

The Item which served before the Executive Mayoral Committee on 22 July 2025 reads as follows:

“The purpose of this Item is for Council to consider and approve the application by Gondwana Conservation Foundation to lease Erf 506, Herbertsdale (1 526m²) (previously known as a portion of Erf 24, Herbertsdale) on which the Huppelskooltjie Crèche is situated, for a period of five (5) years, in order to be utilised for Crèche purposes, since it is not required for basic municipal purposes.

DISCUSSION AND MOTIVATION / BESPREKING EN MOTIVERING

It was resolved under Council Resolution E68-03/2025, dated 27 March 2025, as follows:

- “1. *That cognisance be taken of the cancellation of the Lease Agreement, dated 9 October 2015, between the Mossel Bay Municipality and Herbertsdale Kleuterskool: Huppelskooltjie of a portion (±79m²) of Erf 24, Herbertsdale, due to the non-payment of the lease amount due to the Municipality.*
2. *That cognisance be taken that the Applicant has initiated the process of establishing a legal entity to assist the Crèche financially.*
3. *That approval be granted to the Applicant, Gondwana Conservation Foundation to lease Erf 506, Herbertsdale (1 526m²) (previously known as a portion of Erf 24, Herbertsdale), for a period of five (5) years, to be utilised for Crèche purposes, at a rental amount of R275,00 (VAT inclusive) per month in terms of Section 40(2)(c)(i) of the Municipal*

Supply Chain Management Regulations, with an annual escalation equal to the CPI percentage, since it is not required for basic municipal purposes and is deemed to be in the public interest. The applicable CPI percentage shall be the CPI of two (2) months prior the date of escalation in terms of the Agreement.

4. *That approval be granted to the Applicant to enter into the Lease Agreement with the Municipality in the name of a legal entity established for this purpose or to cede the Lease Agreement to such entity.*
5. *That a letter of appreciation for its willingness to ensure the continued existence of the Crèche, be addressed to the Applicant in writing.*
6. *That the Applicant Reports Bi-annually to the Municipality regarding its progress and activities at the Crèche.*
7. *That no buildings/structures may be erected on the premises without the prior written approval of the Municipality.*
8. *That the Applicant will not sublet the erf or any portion thereof without prior written approval of the Municipality.*
9. *That the Applicant is responsible for the maintenance of the premises, in good and tidy condition to the satisfaction of the Municipality.*
10. *That the Applicant will be responsible for the insurance of its contents as well as to take out Public Liability Insurance, proof of which must be furnished to the Municipality.*
11. *That the Applicant will not utilise any portion of the premises for the display of outdoor advertising or signage, or change existing signage, without prior written approval of the Municipality as well as approval in terms of the Mossel Bay Municipal By-Law Relating to Outdoor Advertising.*
12. *That the Applicant will be responsible for the payment of all municipal services in respect of the premises to the satisfaction of the Manager: Income Section.*
13. *That the Municipality reserves the right of free access to the property, without notice, for the purpose of inspection, maintenance, renewal, cleansing, repair and construction of municipal services.*
14. *That the Applicant be responsible for all costs related to the application, including advertising costs.*
15. *That the Public Participation Process, as prescribed in the relevant legislation, be followed.*
16. *That, in addition to the prescribed Public Participation Process, the Council Resolution be referred to the Ward Councillor to bring it under the attention of the Ward Committee and that any comments, objections or representations be submitted by the Ward Councillor to the Municipality within thirty (30) days from date of the Council Resolution, failing which it will be accepted that there are no comments, objections or representations.*
17. *That, after the completion of the prescribed Public Participation Process, this Item be referred back to Council for further consideration.*
18. *That no rights and/or obligations be vested prior to the Lease Agreement being signed by both parties.”*

The prescribed Public Participation Process was duly followed and the Council Resolution referred to the Ward Councillor. A Notice was also displayed on the frontage of the relevant property for the duration of the Public Participation Period. No comments and or objections were received.

The property is not required for the rendering of the minimum level of basic municipal services and can therefore be leased.

A copy of the Locality Plan was annexed, marked 'B'.

In terms of Regulation 36 of the Asset Transfer Regulations R878, the Municipal Council must, when considering approval for any proposed granting of the right to use, control or manage a capital asset, take into account:

- (a) **whether the capital asset will be required for the Municipality's own use during the period for which the right is to be granted;**

This portion of the asset is not required for municipal use.

- (b) **the extent to which any compensation to be received for the right together with the estimated value of any improvements or enhancements to the capital asset that the private sector party or organ of state to whom the right is granted will be required to make, will result in a significant economic or financial benefit to the Municipality;**

There will be financial benefit to the Municipality through the monthly rental to be received.

- (c) **the risks and rewards associated with the use, control or management of the capital asset in relation to the Municipality's interests;**

No risks are involved, and the utilisation of the asset will be to the benefit of the community of Mossel Bay.

- (d) **any comments or representations on the proposed granting of the right received from the local community and other interested persons;**

The required Public Participation Process was followed and no objections were received to the application to lease Erf 506, Herbertsdale (1526m²) (previously known as a portion of Erf 24, Herbertsdale) on which the Huppelskooltjie Crèche is situated, for a period of five (5) years.

- (e) **any written views and recommendations on the proposed granting of the right by the National Treasury and the relevant Provincial Treasury;**

The Municipal Valuer determined the market related value of Erf 506, Herbertsdale (1526m²) (previously known as a portion of Erf 24, Herbertsdale) at R330 000,00 (VAT inclusive). The market related rental of this erf was determined at an amount of R2 750,00 (VAT inclusive) per month.

The lease period of the property is less than ten years. Therefore the written views and recommendations of the National Treasury and the relevant Provincial Treasury are not required.

- (f) **the interests of any affected organ of state, the Municipality's own strategic, legal and economic interests and the interests of the local community; and**

The rental of the property is to the benefit of the local community.

(g) compliance with the legislative regime applicable to the proposed granting of the right.

The application is in compliance with:

The Local Government: Municipal Finance Management Act, No 56 of 2003.

The Local Government: Municipal Finance Management Act, No 56 of 2003: Municipal Asset Transfer Regulations, 2008.

Municipal Assets Management Policy.

FINANCIAL IMPLICATIONS / FINANSIËLE IMPLIKASIES

The Municipality will gain by receiving monthly rental as well as services fees from the Applicant.

RELEVANT LEGISLATION / RELEVANTE WETGEWING

The Local Government: Municipal Finance Management Act, No 56 of 2003.

The Local Government: Municipal Finance Management Act, No 56 of 2003; Municipal Asset Transfer Regulations, 2008.

Municipal Asset Management Policy.

CONCLUSION / SAMEVATTING

It is therefore proposed that approval be granted to the Applicant, Gondwana Conservation Foundation to lease Erf 506, Herbertsdale (1526m²) (previously known as a portion of Erf 24, Herbertsdale), for a period of five (5) years, to be utilised for Crèche purposes, at a rental amount of R275,00 (VAT inclusive) per month in terms of Section 40(2)(c)(i) of the Municipal Supply Chain Management Regulations, with an annual escalation equal to the CPI percentage, since it is not required for basic municipal purposes. The applicable CPI percentage shall be the CPI of two (2) months prior the date of escalation in terms of the agreement.

RECOMMENDATION

That the following recommendation be made to Council:

1. That cognisance be taken that the prescribed Public Participation Process was duly followed and the Resolution referred to the Ward Councillor. A Notice was also displayed on the frontage of the relevant property for the duration of the Public Participation Period. No comments and/or objections were received from the public.
2. That Council Resolution E68-03/2025, be implemented as follows:
 - “1. That cognisance be taken of the cancellation of the Lease Agreement, dated 9 October 2015, between the Mossel Bay Municipality and Herbertsdale Kleuterskool: Huppelskooltjie of a portion (±79m²) of Erf 24, Herbertsdale, due to the non-payment of the lease amount due to the Municipality.
 2. That cognisance be taken that the Applicant has initiated the process of establishing a legal entity to assist the Crèche financially.
 3. That approval be granted to the Applicant, Gondwana Conservation Foundation to lease Erf 506, Herbertsdale (1 526m²) (previously known as a portion of Erf 24, Herbertsdale), for a period of five (5) years, to be utilised for Crèche purposes, at a rental amount of R275,00 (VAT inclusive) per month in terms of Section 40(2)(c)(i) of the Municipal Supply Chain Management Regulations, with

an annual escalation equal to the CPI percentage, since it is not required for basic municipal purposes and is deemed to be in the public interest. The applicable CPI percentage shall be the CPI of two (2) months prior the date of escalation in terms of the Agreement.

4. *That approval be granted to the Applicant to enter into the Lease Agreement with the Municipality in the name of a legal entity established for this purpose or to cede the Lease Agreement to such entity.*
5. *That a letter of appreciation for its willingness to ensure the continued existence of the Crèche, be addressed to the Applicant in writing.*
6. *That the Applicant Reports Bi-annually to the Municipality regarding its progress and activities at the Crèche.*
7. *That no buildings/structures may be erected on the premises without the prior written approval of the Municipality.*
8. *That the Applicant will not sublet the erf or any portion thereof without prior written approval of the Municipality.*
9. *That the Applicant is responsible for the maintenance of the premises, in good and tidy condition to the satisfaction of the Municipality.*
10. *That the Applicant will be responsible for the insurance of its contents as well as to take out Public Liability Insurance, proof of which must be furnished to the Municipality.*
11. *That the Applicant will not utilise any portion of the premises for the display of outdoor advertising or signage, or change existing signage, without prior written approval of the Municipality as well as approval in terms of the Mossel Bay Municipal By-Law Relating to Outdoor Advertising.*
12. *That the Applicant will be responsible for the payment of all municipal services in respect of the premises to the satisfaction of the Manager: Income Section.*
13. *That the Municipality reserves the right of free access to the property, without notice, for the purpose of inspection, maintenance, renewal, cleansing, repair and construction of municipal services.*
14. *That the Applicant be responsible for all costs related to the application, including advertising costs.*
15. *That no rights and/or obligations be vested prior to the Lease Agreement being signed by both parties."*

NOTE:

Please consult the complete annexures as attached to the agenda for the Planning and Economic Development Services Committee Meeting which was held on 16 July 2025 (Item PE84-07/2025) for more details.

RECOMMENDATION TO COUNCIL

1. That cognisance be taken that the prescribed Public Participation Process was duly followed and the Resolution referred to the Ward Councillor. A Notice was also displayed on the frontage of the relevant property for the duration of the Public Participation Period. No comments and/or objections were received from the public.

2. That Council Resolution E68-03/2025, be implemented as follows:

- “1. That cognisance be taken of the cancellation of the Lease Agreement, dated 9 October 2015, between the Mossel Bay Municipality and Herbertsdale Kleuterskool: Huppelskooltjie of a portion ($\pm 79\text{m}^2$) of Erf 24, Herbertsdale, due to the non-payment of the lease amount due to the Municipality.*
- 2. That cognisance be taken that the Applicant has initiated the process of establishing a legal entity to assist the Crèche financially.*
- 3. That approval be granted to the Applicant, Gondwana Conservation Foundation to lease Erf 506, Herbertsdale (1 526m²) (previously known as a portion of Erf 24, Herbertsdale), for a period of five (5) years, to be utilised for Crèche purposes, at a rental amount of R275,00 (VAT inclusive) per month in terms of Section 40(2)(c)(i) of the Municipal Supply Chain Management Regulations, with an annual escalation equal to the CPI percentage, since it is not required for basic municipal purposes and is deemed to be in the public interest. The applicable CPI percentage shall be the CPI of two (2) months prior the date of escalation in terms of the Agreement.*
- 4. That approval be granted to the Applicant to enter into the Lease Agreement with the Municipality in the name of a legal entity established for this purpose or to cede the Lease Agreement to such entity.*
- 5. That a letter of appreciation for its willingness to ensure the continued existence of the Crèche, be addressed to the Applicant in writing.*
- 6. That the Applicant Reports Bi-annually to the Municipality regarding its progress and activities at the Crèche.*
- 7. That no buildings/structures may be erected on the premises without the prior written approval of the Municipality.*
- 8. That the Applicant will not sublet the erf or any portion thereof without prior written approval of the Municipality.*
- 9. That the Applicant is responsible for the maintenance of the premises, in good and tidy condition to the satisfaction of the Municipality.*
- 10. That the Applicant will be responsible for the insurance of its contents as well as to take out Public Liability Insurance, proof of which must be furnished to the Municipality.*
- 11. That the Applicant will not utilise any portion of the premises for the display of outdoor advertising or signage, or change existing signage, without prior written approval of the Municipality as well as approval in terms of the Mossel Bay Municipal By-Law Relating to Outdoor Advertising.*
- 12. That the Applicant will be responsible for the payment of all municipal services in respect of the premises to the satisfaction of the Manager: Income Section.*
- 13. That the Municipality reserves the right of free access to the property, without notice, for the purpose of inspection, maintenance, renewal, cleansing, repair and construction of municipal services.*
- 14. That the Applicant be responsible for all costs related to the application, including advertising costs.*

15. *That no rights and/or obligations be vested prior to the Lease Agreement being signed by both parties."*

E207-07/2025

LEASE OF ERF 14099 (MUNICIPAL PROPERTY), SITUATED IN MCKINNERY STREET, MOSSEL BAY (1 007M²) BY MEANS OF THE TENDER PROCESS

File Number: 15/4/15/9;7/2/1/3

Report By: D Steyn

PURPOSE AND BACKGROUND / DOEL EN AGTERGROND

In terms of Executive Mayoral Committee Resolution PE85-07/2025 it was resolved as follows:

“That the following recommendation be made to Council:

1. That approval be granted for the lease of Erf 14099 (Municipal Property), situated in McKinnery Street, Mossel Bay ($\pm 1\,007\text{m}^2$), for a period of nine (9) years and eleven (11) months, by means of the Tender Process, as prescribed in terms of the Supply Chain Management Regulations and Policy, to be utilised for a facility that renders services to the community, since it is not required for basic municipal purposes. The applicable CPI percentage shall be the CPI of two (2) months prior to the date of escalation in terms of the Agreement.
2. That the premises shall only be used for a facility that renders services to the community as provided for in the Mossel Bay Municipality Zoning Scheme By-Law.
3. That the successful Bidder submit building plans for approval by the Municipality and construct a building on the premises which is suitable for club purposes and obtain an Occupancy Certificate for the intended purpose within the first thirty-six (36) months of the lease period, failing which the Municipality will have the right to cancel the Lease Agreement with one (1) month's written notice.
4. That no other buildings or structures may be erected on the property without the prior written approval of the Municipality, and approved building plans for the proposed structures.
5. That the successful Bidder will not sublet the erf or any portion thereof without prior written approval of the Municipality.
6. That the successful Bidder is responsible for the maintenance of the land in good and tidy condition to the satisfaction of the Municipality.
7. That the successful Bidder will not utilise any portion of the premises for the display of outdoor advertising and signage, or change existing signage, without prior written approval of the Municipality as well as approval in terms of the Mossel Bay Municipal By-Law Relating to Outdoor Advertising.
8. That the successful Bidder will indemnify the Municipality against any claim including flooding/stormwater overflow which may originate as a result of its use of the property.

9. The Municipality reserves the right of free access to the property, without notice, for the purpose of inspection, maintenance, renewal, cleansing, repair and construction of municipal services.
10. That the successful Bidder will be responsible for the payment of all municipal services in respect of the premises to the satisfaction of the Manager: Income Section.
11. That the successful Bidder will be responsible for the cost of any necessary Land Use Planning Applications, if applicable.
12. That the structures erected on the property will become the property of the Municipality, and the successful Bidder will not have any claims for enrichment against the Municipality if the Lease Agreement should be terminated for any reason whatsoever.
13. That the Public Participation Process, as prescribed in the relevant legislation, be followed.
14. That, in addition to the prescribed Public Participation Process, the Council Resolution be referred to the Ward Councillor to bring it under the attention of the Ward Committee and that any comments, objections or representations be submitted by the Ward Councillor to the Municipality within thirty (30) days from date of the Council Resolution, failing which, it will be accepted that there are no comments, objections or representations.
15. That, after completion of the prescribed Public Participation Process, this Item be referred back to the Municipal Manager for further consideration.
16. That no rights and/or obligations be vested prior to the final approval by Council and the Lease Agreement being signed by both parties.”

The Item which served before the Executive Mayoral Committee on 22 July 2025 reads as follows:

“The purpose of this Item is for Council to approve the lease of Erf 14099 (municipal property), situated in McKinnery Street, Mossel Bay ($\pm 1\ 007\text{m}^2$) by means of the tender process in terms of the Supply Chain Management Regulations and Policy, to be utilised for a facility that renders services to the community.

DISCUSSION AND MOTIVATION / BESPREKING EN MOTIVERING

Two applications to utilise the property for Club purposes were received from Mr O Reinecke on behalf of the St Blaize Lions Club and one from Mr G Mynhardt, to establish a Health and Wellness Centre called The Vitality Hub.

Copies of the applications were annexed, marked ‘A1’ and ‘A2’.

Erf 14099, Mossel Bay is zoned as Community Zone IV, with primary use “Civic Facilities” which is defined as facilities that renders services to the community.

A copy of the Locality Plan was annexed, marked ‘B’.

The Municipal Valuer determined the market value of Erf 14099 (municipal property), situated in McKinnery Street, Mossel Bay ($1\ 007\text{m}^2$) at R730 000,00 (VAT inclusive). The market related rental was determined at an amount of R4 600,00 per month (VAT inclusive)

A copy of the Valuer’s Report was annexed, marked ‘C’.

It is however proposed that the property be leased for a period of nine (9) years and eleven (11) months by means of the Tender Process in terms of the Supply Chain Management Regulations and Policy.

This will ensure that the process is fair, equitable, transparent, cost effective and competitive.

Erf 14099 ($\pm 1\,007\text{m}^2$) is listed on the Municipal Asset Register at a book value of R425 000,00 and classified as Investment property.

In terms of Regulation 34(3)(b) of the Asset Transfer Regulations R878, a request to the Municipal Council for authorisation of a Public Participation Process must be accompanied by an information statement stating:

- (i) **the reasons for the proposal to grant a long term right to use, control or manage the relevant capital asset;**

The proposed lease period is only for nine (9) years and eleven (11) months, therefore long term rights are not applicable.

- (ii) **any expected benefit to the Municipality that may result from the granting of the right;**

The Municipality will benefit from the monthly rental to be received.

- (iii) **any expected proceeds to be received by the Municipality from the granting of the right; and**

The Municipality will receive monthly rental as well as service fees from the successful Bidder.

- (iv) **any expected gain or loss that will be realised or incurred by the Municipality arising from the granting of the right.**

The Municipality will gain by receiving monthly rental from the successful Bidder.

FINANCIAL IMPLICATIONS / FINANSIËLE IMPLIKASIES

Comments from Directorate: Financial Services are as follows:

“Erf 14099 (1 005.6m²) is listed on the Municipal Asset Register at a book value of R425 000,00 and classified as Investment Property.”

Directorate Financial Services has no objection to the proposed renewal of the lease.

The Municipality will gain by receiving monthly rental from the successful Bidder.

RELEVANT LEGISLATION / RELEVANTE WETGEWING

The Local Government: Municipal Finance Management Act, No 56 of 2003.

The Local Government: Municipal Finance Management Act, No 56 of 2003: Municipal Asset Transfer Regulations, 2008.

Municipal Asset Management Policy.

CONCLUSION / SAMEVATTING

It is therefore proposed that approval be granted for the lease of Erf 14099 (municipal property), situated in McKinnery Street, Mossel Bay ($\pm 1\,007\text{m}^2$), for a period of nine (9) years and eleven (11) months, by means of the Tender Process as prescribed in terms of the Supply Chain Management Regulations and Policy, to be utilised for a facility that renders services to the community, since it is not required for basic municipal purposes. The applicable CPI percentage shall be the CPI of two (2) months prior to the date of escalation in terms of the Agreement.

RECOMMENDATION

That the following recommendation be made to Council:

1. That approval be granted for the lease of Erf 14099 (Municipal Property), situated in McKinnery Street, Mossel Bay ($\pm 1\,007\text{m}^2$), for a period of nine (9) years and eleven (11) months, by means of the Tender Process, as prescribed in terms of the Supply Chain Management Regulations and Policy, to be utilised for a facility that renders services to the community, since it is not required for basic municipal purposes. The applicable CPI percentage shall be the CPI of two (2) months prior to the date of escalation in terms of the Agreement.
2. That the premises shall only be used for a facility that renders services to the community as provided for in the Mossel Bay Municipality Zoning Scheme By-Law.
3. That the successful Bidder submit building plans for approval by the Municipality and construct a building on the premises which is suitable for club purposes and obtain an Occupancy Certificate for the intended purpose within the first thirty-six (36) months of the lease period, failing which the Municipality will have the right to cancel the Lease Agreement with one (1) month's written notice.
4. That no other buildings or structures may be erected on the property without the prior written approval of the Municipality, and approved building plans for the proposed structures.
5. That the successful Bidder will not sublet the erf or any portion thereof without prior written approval of the Municipality.
6. That the successful Bidder is responsible for the maintenance of the land in good and tidy condition to the satisfaction of the Municipality.
7. That the successful Bidder will not utilise any portion of the premises for the display of outdoor advertising and signage, or change existing signage, without prior written approval of the Municipality as well as approval in terms of the Mossel Bay Municipal By-Law Relating to Outdoor Advertising.
8. That the successful Bidder will indemnify the Municipality against any claim including flooding/stormwater overflow which may originate as a result of its use of the property.
9. The Municipality reserves the right of free access to the property, without notice, for the purpose of inspection, maintenance, renewal, cleansing, repair and construction of municipal services.
10. That the successful Bidder will be responsible for the payment of all municipal services in respect of the premises to the satisfaction of the Manager: Income Section.
11. That the successful Bidder will be responsible for the cost of any necessary Land Use Planning Applications, if applicable.
12. That the structures erected on the property will become the property of the Municipality, and the successful Bidder will not have any claims for enrichment against the Municipality if the Lease Agreement should be terminated for any reason whatsoever.
13. That the Public Participation Process, as prescribed in the relevant legislation, be followed.
14. That, in addition to the prescribed Public Participation Process, the Council Resolution be referred to the Ward Councillor to bring it under the attention of the Ward Committee and that any comments, objections or representations be submitted by the Ward Councillor to the Municipality within thirty (30) days from date of the Council

Resolution, failing which, it will be accepted that there are no comments, objections or representations.

15. That, after completion of the prescribed Public Participation Process, this Item be referred back to the Municipal Manager for further consideration.
16. That no rights and/or obligations be vested prior to the final approval by Council and the Lease Agreement being signed by both parties.”

NOTE:

Please consult the complete annexures as attached to the agenda for the Planning and Economic Development Services Committee Meeting which was held on 16 July 2025 (Item PE85-07/2025) for more details.

RECOMMENDATION TO COUNCIL

1. That approval be granted for the lease of Erf 14099 (Municipal Property), situated in McKinnery Street, Mossel Bay ($\pm 1\,007\text{m}^2$), for a period of nine (9) years and eleven (11) months, by means of the Tender Process, as prescribed in terms of the Supply Chain Management Regulations and Policy, to be utilised for a facility that renders services to the community, since it is not required for basic municipal purposes. The applicable CPI percentage shall be the CPI of two (2) months prior to the date of escalation in terms of the Agreement.
2. That the premises shall only be used for a facility that renders services to the community as provided for in the Mossel Bay Municipality Zoning Scheme By-Law.
3. That the successful Bidder submit building plans for approval by the Municipality and construct a building on the premises which is suitable for club purposes and obtain an Occupancy Certificate for the intended purpose within the first thirty-six (36) months of the lease period, failing which the Municipality will have the right to cancel the Lease Agreement with one (1) month's written notice.
4. That no other buildings or structures may be erected on the property without the prior written approval of the Municipality, and approved building plans for the proposed structures.
5. That the successful Bidder will not sublet the erf or any portion thereof without prior written approval of the Municipality.
6. That the successful Bidder is responsible for the maintenance of the land in good and tidy condition to the satisfaction of the Municipality.
7. That the successful Bidder will not utilise any portion of the premises for the display of outdoor advertising and signage, or change existing signage, without prior written approval of the Municipality as well as approval in terms of the Mossel Bay Municipal By-Law Relating to Outdoor Advertising.
8. That the successful Bidder will indemnify the Municipality against any claim including flooding/stormwater overflow which may originate as a result of its use of the property.
9. The Municipality reserves the right of free access to the property, without notice, for the purpose of inspection, maintenance, renewal, cleansing, repair and construction of municipal services.
10. That the successful Bidder will be responsible for the payment of all municipal services in respect of the premises to the satisfaction of the Manager: Income Section.

11. That the successful Bidder will be responsible for the cost of any necessary Land Use Planning Applications, if applicable.
12. That the structures erected on the property will become the property of the Municipality, and the successful Bidder will not have any claims for enrichment against the Municipality if the Lease Agreement should be terminated for any reason whatsoever.
13. That the Public Participation Process, as prescribed in the relevant legislation, be followed.
14. That, in addition to the prescribed Public Participation Process, the Council Resolution be referred to the Ward Councillor to bring it under the attention of the Ward Committee and that any comments, objections or representations be submitted by the Ward Councillor to the Municipality within thirty (30) days from date of the Council Resolution, failing which, it will be accepted that there are no comments, objections or representations.
15. That, after completion of the prescribed Public Participation Process, this Item be referred back to the Municipal Manager for further consideration.
16. That no rights and/or obligations be vested prior to the final approval by Council and the Lease Agreement being signed by both parties.

E208-07/2025

APPROVAL OF CESSION OF LEASE AGREEMENTS: MOSSEL BAY MUNICIPALITY / RICH REWARD LEASING (PTY) LTD

1. PORTION OF ERF 1040, LITTLE BRAK RIVER, SITUATED AT MEIRINGSPOORT AVENUE, FRAAI UITSIG, LITTLE BRAK RIVER (±64M²); AND

2. PORTION OF ERF 6118, SITUATED AT THE CORNER OF UMTATA CRESCENT AND CARELSE STREET, ASLA PARK, KWANONQABA (±46M²)

File Number: BM 20

Report By: D Steyn

PURPOSE AND BACKGROUND / DOEL EN AGTERGROND

In terms of Executive Mayoral Committee Resolution PE86-07/2025 it was resolved as follows:

“That the following recommendation be made to Council:

1. That consent be granted to Rich Reward Leasing (Pty) Ltd to Cede its Lease Agreements with the Municipality of municipal properties situated on:
 - 1.1 a portion of Erf 1040, Little Brak River, situated at Meiringspoort Avenue, Fraai Uitsig, Little Brak River expiring on 30 November 2034; and

- 1.2 a portion of Erf 6118, situated at the corner of Umtata Crescent and Carelse Street, Asla Park, Kwanonqaba expiring on 31 August 2025;

to Summit Telecommunication Solutions Trust, the Trust responsible for maintaining the Lessee's telecommunication infrastructure for the remainder of the lease periods, on the same terms and conditions.

2. That no rights and/or obligations be vested prior to the Cession Agreement being signed by both parties."

The Item which served before the Executive Mayoral Committee on 22 July 2025 reads as follows:

"The purpose of this Item is to obtain Council's consent for the Cession by Rich Reward Leasing (Pty) Ltd of the Lease Agreements of its communication infrastructure situated on a portion of Erf 1040, Little Brak River, situated at Meiringspoort Avenue, Fraai Uitsig, Little Brak River and on a portion of Erf 6118, situated at the corner of Umtata Crescent and Carelse Street, Asla Park, Kwanonqaba to Summit Telecommunication Solutions Trust, as the Trust is responsible for the maintenance of the current Lessee's telecommunication infrastructure, for the remaining period of the leases.

DISCUSSION AND MOTIVATION / BESPREKING EN MOTIVERING

The Municipality and Rich Reward Leasing (Pty) Ltd, the current Lessee, entered into Lease Agreements for the following sites with termination dates as indicated:

- Portion of Erf 1040, Little Brak River, situated at Meiringspoort Avenue, Fraai Uitsig, Little Brak River expiring on 30 November 2034; and
- Portion of Erf 6118, situated at the corner of Umtata Crescent and Carelse Street, Asla Park, Kwanonqaba expiring on 31 August 2035.

Copies of the Locality Plans were annexed, marked 'A'.

The current monthly lease amounts are as follows:

- Portion of Erf 1040, Little Brak River is R3 250,00; and
- Portion of Erf 6118 Kwanonqaba is R6 217,67.

In terms of the Lease Agreements, the Lessee is not allowed to cede the agreements without the prior written approval of the Municipality. This consent cannot legally be unreasonably withheld, and it is therefore proposed that consent be given to Rich Reward Leasing (Pty) Ltd to cede their Lease Agreements to the trust responsible for maintaining the Lessee's telecommunication infrastructure.

A copy of the Application is attached, marked 'B'.

FINANCIAL IMPLICATIONS / FINANSIËLE IMPLIKASIES

The Municipality will continue to receive revenue from the rental of the properties.

RELEVANT LEGISLATION / RELEVANTE WETGEWING

The Local Government: Municipal Finance Management Act, No 56 of 2003.

Local Government: Municipal Finance Management Act, No 56 of 2003: Municipal Asset Transfer Regulations, 2008.

Contractual Law.

CONCLUSION / SAMEVATTING

It is therefore proposed that Council grants its consent for the Cession of the Lease Agreements entered into with Rich Reward Leasing (Pty) Ltd of the municipal properties situated on a portion of Erf 1040, Little Brak River, situated at Meiringspoort Avenue, Fraai Uitsig, Little Brak River and on a portion of Erf 6118, situated at the corner of Umtata Crescent and Carelse Street, Asla Park, Kwanonqaba to Summit Telecommunication Solutions Trust, the trust responsible for maintaining the Lessee's telecommunication infrastructure, for the remainder of the lease periods.

RECOMMENDATION

That the following recommendation be made to Council:

1. That consent be granted to Rich Reward Leasing (Pty) Ltd to Cede its Lease Agreements with the Municipality of municipal properties situated on:
 - 1.1 a portion of Erf 1040, Little Brak River, situated at Meiringspoort Avenue, Fraai Uitsig, Little Brak River expiring on 30 November 2034; and
 - 1.2 a portion of Erf 6118, situated at the corner of Umtata Crescent and Carelse Street, Asla Park, Kwanonqaba expiring on 31 August 2025;to Summit Telecommunication Solutions Trust, the Trust responsible for maintaining the Lessee's telecommunication infrastructure for the remainder of the lease periods, on the same terms and conditions.
2. That no rights and/or obligations be vested prior to the Cession Agreement being signed by both parties."

NOTE:

Please consult the complete annexures as attached to the Agenda for the Planning and Economic Development Services Committee Meeting which was held on 16 July 2025 (Item PE86-07/2025) for more details.

RECOMMENDATION TO COUNCIL

1. That consent be granted to Rich Reward Leasing (Pty) Ltd to Cede its Lease Agreements with the Municipality of municipal properties situated on:
 - 1.1 a portion of Erf 1040, Little Brak River, situated at Meiringspoort Avenue, Fraai Uitsig, Little Brak River expiring on 30 November 2034; and
 - 1.2 a portion of Erf 6118, situated at the corner of Umtata Crescent and Carelse Street, Asla Park, Kwanonqaba expiring on 31 August 2025;to Summit Telecommunication Solutions Trust, the Trust responsible for maintaining the Lessee's telecommunication infrastructure for the remainder of the lease periods, on the same terms and conditions.
2. That no rights and/or obligations be vested prior to the Cession Agreement being signed by both parties.

E209-07/2025

**APPLICATION FOR THE RENEWAL OF THE LEASE
AGREEMENT OF A PORTION OF THE MUNICIPAL
COMMONAGE, ERF 539 SITUATED ADJACENT TO
PORTION 29 OF THE FARM 250, BOGGOMS BAY (±83HA):
JL MULLER**

Reference Number: BM 4

Report By: D Steyn

PURPOSE AND BACKGROUND / DOEL EN AGTERGROND

In terms of Executive Mayoral Committee Resolution PE87-07/2025 it was resolved as follows:

“That the following recommendation be made to Council:

1. That approval be granted to the Applicant, Mr JL Muller, for the renewal of the Lease Agreement of a portion of the municipal commonage, Erf 539 situated adjacent to Portion 29 of the Farm 250, Boggoms Bay (±83ha), for Farming purposes, for a period of three (3) years, at a rental amount of R6290,00 per month (VAT inclusive), with an annual escalation equal to the CPI percentage. The applicable CPI percentage shall be the CPI of two (2) months prior to the date of escalation in terms of the agreement.
2. That no other buildings/structures may be erected on the premises without prior written approval of the Municipality.
3. That no structural changes or improvements may be effected without prior written approval of the Municipality.
4. That the Applicant will not sublet the erf or any portion thereof without prior written approval of the Municipality.
5. That the Applicant is responsible for the maintenance of the land in good and tidy condition to the satisfaction of the Municipality.
6. That the Applicant will be responsible for the insurance of its contents and assets on the premises as well as to take out Public Liability Insurance for the risks which may occur from the farming activities conducted on the premises, proof of which must be furnished to the Municipality.
7. The Applicant will not utilise any portion of the premises for the display of outdoor advertising and signage, or change existing signage, without prior written approval of the Municipality as well as approval in terms of the Mossel Bay Municipal By-Law Relating to Outdoor Advertising.
8. That the Applicant will indemnify the Municipality against any claim including flooding/stormwater overflow which may originate as a result of its use of the property.
9. That the Municipality reserves the right of free access to the property, without notice, for the purpose of inspection, maintenance, renewal, cleansing, repair and construction of Municipal services.

10. That the Applicant be responsible for all costs related to the application, including advertising costs.
11. That the Public Participation Process, as prescribed in the relevant legislation, be followed.
12. That, in addition to the prescribed Public Participation Process, the Council Resolution be referred to the Ward Councillor to bring it under the attention of the Ward Committee and that any comments, objections or representations be submitted by the Ward Councillor to the Municipality within thirty (30) days from date of the Council Resolution, failing which it will be accepted that there are no comments, objections or representations.
13. That, after completion of the prescribed Public Participation Process, this Item be referred back to Council for further consideration.
14. That no rights and/or obligations be vested before the final approval by Council and the Lease Agreement being signed by both parties.”

The Item which served before the Executive Mayoral Committee on 22 July 2025 reads as follows:

“The purpose of this Item is to consider the application for the renewal of the Lease Agreement of a portion of the municipal commonage, Erf 539 situated adjacent to Portion 29 of the Farm 250, Boggoms Bay (±83ha) for a period of three (3) years, to be utilised for Farming purposes.

DISCUSSION AND MOTIVATION / BESPREEKING EN MOTIVERING

An application was received from Mr JL Muller, hereinafter referred to as the Applicant, for the renewal of the Lease Agreement of a portion of the municipal commonage, Erf 539 situated adjacent to Portion 29 of the Farm 250, Boggoms Bay (±83ha).

Erf 539 situated adjacent to Portion 29 of the Farm 250, Boggoms Bay is zoned as Agriculture Zone 1.

A copy of the Application as well as a copy of the Locality Plan were annexed, marked ‘A’ and ‘B’ respectively.

The Municipal Valuer determined the value of the municipal commonage, Erf 539 situated adjacent to Portion 29 of the Farm 250, Boggoms Bay at R9 545 000,00 (VAT inclusive). The market related rental was determined at an amount of R7 960,00 per month (VAT inclusive).

A copy of the Valuer’s Report was annexed, marked ‘C’.

The current lease amount is R5 988,57 per month. It is therefore recommended that the lease of the property, be renewed at a rental amount of R6 290,00 per month (VAT inclusive), which is in line with the CPI percentage.

Erf 539, Boggoms Bay is listed on the Municipal Asset Register at a book value of R5 000,00 and classified as Investment Property.

In terms of Regulation 34(3)(b) of the Asset Transfer Regulations R878, a request to the Municipal Council for authorisation of a Public Participation Process must be accompanied by an information statement stating:

- (i) **the reasons for the proposal to grant a long term right to use, control or manage the relevant capital asset;**

The proposed lease period for the land is only for three (3) years, therefore long-term rights are not applicable.

(ii) any expected benefits to the Municipality that may result from the granting of the right;

The Municipality will benefit from the monthly rental to be received as well as service fees.

(iii) any expected proceeds to be received by the Municipality from the granting of the right; and

Monthly rental as well as service fees to be received from the Applicant.

(iv) any expected gain or loss that will be realised or incurred by the Municipality arising from the granting of the right.

The Municipality will gain by receiving monthly rental from the Applicant.

FINANCIAL IMPLICATIONS / FINANSIËLE IMPLIKASIES

Comments received from Directorate: Financial Services are as follows:

“Erf 539, Boggoms Bay is listed on the Municipal Asset Register at a book value of R5 000,00 and classified as Investment Property.”

The Municipality will receive monthly rental as well as service fees.

RELEVANT LEGISLATION / RELEVANTE WETGEWING

The Local Government: Municipal Finance Management Act, No 56 of 2003.

Local Government: Municipal Finance Management Act, No 56 of 2003: Municipal Asset Transfer Regulations, 2008.

CONCLUSION / SAMEVATTING

It is therefore proposed that approval be granted to the Applicant, Mr JL Muller, for the renewal of the Lease Agreement of a portion of the municipal commonage, Erf 539 situated adjacent to Portion 29 of the Farm 250, Boggoms Bay (±83ha), as indicated on the Locality Plan marked ‘B’, for Farming purposes, for a period of three (3) years, at a rental amount of R6 290,00 per month (VAT inclusive), with an annual escalation equal to the CPI percentage. The applicable CPI percentage shall be the CPI of two (2) months prior to the date of escalation in terms of the Agreement.

RECOMMENDATION / AANBEVELING

That the following recommendation be made to Council:

1. That approval be granted to the Applicant, Mr JL Muller, for the renewal of the Lease Agreement of a portion of the municipal commonage, Erf 539 situated adjacent to Portion 29 of the Farm 250, Boggoms Bay (±83ha), for Farming purposes, for a period of three (3) years, at a rental amount of R6290,00 per month (VAT inclusive), with an annual escalation equal to the CPI percentage. The applicable CPI percentage shall be the CPI of two (2) months prior to the date of escalation in terms of the agreement.
2. That no other buildings/structures may be erected on the premises without prior written approval of the Municipality.
3. That no structural changes or improvements may be effected without prior written approval of the Municipality.

4. That the Applicant will not sublet the erf or any portion thereof without prior written approval of the Municipality.
5. That the Applicant is responsible for the maintenance of the land in good and tidy condition to the satisfaction of the Municipality.
6. That the Applicant will be responsible for the insurance of its contents and assets on the premises as well as to take out Public Liability Insurance for the risks which may occur from the farming activities conducted on the premises, proof of which must be furnished to the Municipality.
7. The Applicant will not utilise any portion of the premises for the display of outdoor advertising and signage, or change existing signage, without prior written approval of the Municipality as well as approval in terms of the Mossel Bay Municipal By-Law Relating to Outdoor Advertising.
8. That the Applicant will indemnify the Municipality against any claim including flooding/stormwater overflow which may originate as a result of its use of the property.
9. That the Municipality reserves the right of free access to the property, without notice, for the purpose of inspection, maintenance, renewal, cleansing, repair and construction of Municipal services.
10. That the Applicant be responsible for all costs related to the application, including advertising costs.
11. That the Public Participation Process, as prescribed in the relevant legislation, be followed.
12. That, in addition to the prescribed Public Participation Process, the Council Resolution be referred to the Ward Councillor to bring it under the attention of the Ward Committee and that any comments, objections or representations be submitted by the Ward Councillor to the Municipality within thirty (30) days from date of the Council Resolution, failing which it will be accepted that there are no comments, objections or representations.
13. That, after completion of the prescribed Public Participation Process, this Item be referred back to Council for further consideration.
14. That no rights and/or obligations be vested before the final approval by Council and the Lease Agreement being signed by both parties.”

NOTE:

Please consult the complete annexures as attached to the agenda for the Planning and Economic Development Services Committee Meeting which was held on 16 July 2025 (Item PE87-07/2025) for more details.

RECOMMENDATION TO COUNCIL

1. That approval be granted to the Applicant, Mr JL Muller, for the renewal of the Lease Agreement of a portion of the municipal commonage, Erf 539 situated adjacent to Portion 29 of the Farm 250, Boggoms Bay (±83ha), for Farming purposes, for a period of three (3) years, at a rental amount of R6290,00 per month (VAT inclusive), with an annual escalation equal to the CPI percentage. The applicable CPI percentage shall be the CPI of two (2) months prior to the date of escalation in terms of the agreement.

2. That no other buildings/structures may be erected on the premises without prior written approval of the Municipality.
3. That no structural changes or improvements may be effected without prior written approval of the Municipality.
4. That the Applicant will not sublet the erf or any portion thereof without prior written approval of the Municipality.
5. That the Applicant is responsible for the maintenance of the land in good and tidy condition to the satisfaction of the Municipality.
6. That the Applicant will be responsible for the insurance of its contents and assets on the premises as well as to take out Public Liability Insurance for the risks which may occur from the farming activities conducted on the premises, proof of which must be furnished to the Municipality.
7. The Applicant will not utilise any portion of the premises for the display of outdoor advertising and signage, or change existing signage, without prior written approval of the Municipality as well as approval in terms of the Mossel Bay Municipal By-Law Relating to Outdoor Advertising.
8. That the Applicant will indemnify the Municipality against any claim including flooding/stormwater overflow which may originate as a result of its use of the property.
9. That the Municipality reserves the right of free access to the property, without notice, for the purpose of inspection, maintenance, renewal, cleansing, repair and construction of Municipal services.
10. That the Applicant be responsible for all costs related to the application, including advertising costs.
11. That the Public Participation Process, as prescribed in the relevant legislation, be followed.
12. That, in addition to the prescribed Public Participation Process, the Council Resolution be referred to the Ward Councillor to bring it under the attention of the Ward Committee and that any comments, objections or representations be submitted by the Ward Councillor to the Municipality within thirty (30) days from date of the Council Resolution, failing which it will be accepted that there are no comments, objections or representations.
13. That, after completion of the prescribed Public Participation Process, this Item be referred back to Council for further consideration.
14. That no rights and/or obligations be vested before the final approval by Council and the Lease Agreement being signed by both parties.

E210-07/2025**APPLICATION TO LEASE THE MUNICIPAL BUILDING
SITUATED ON ERF 4371 (187M²) AND A PORTION OF
ERF 4370, HARTENBOS (±1 792M²), SONSKYN VALLEY:
BADISA SONSKYNVALLEI DAY CARE CENTRE**

File Number:

Report By: D Steyn

PURPOSE AND BACKGROUND / DOEL EN AGTERGROND

In terms of Executive Mayoral Committee Resolution PE88-07/2025 it was resolved as follows:

“That the following recommendation be made to Council:

1. That cognisance be taken of the Application received from Badisa Sonskynvallei Day Care Centre (the Applicant) for the lease of the municipal building on Erf 4371 (187m²) and a portion of Erf 4370, Hartenbos (±1 792m²), Sonskyn Valley; situated adjacent to Erf 4371, Hartenbos, Lelieblom Street, Sonskynvallei.
2. That cognisance be taken of the Letter (Annexure ‘A’) and Minutes (Annexure ‘B’) received from Badisa Sonskynvallei Day Care Centre, dated 13 September 2024, to the effect that the Day Care Centre is currently operated by Badisa Sonskynvallei Day Care Centre independently of Hartenbos Bejaardesorgdiens.
3. That approval be granted for the lease of the Municipal Building on Erf 4371 (187m²) and a portion of Erf 4370, Hartenbos (±1 792m²), Sonskyn Valley; situated adjacent to Erf 4371, Hartenbos, Lelieblom Street, Sonskynvallei, to Badisa Sonskynvallei Day Care Centre, at a rental amount of R791,00 (VAT inclusive) per month, in terms of Section 40(2)(c)(i) of the Municipal Supply Chain Management Regulations, with an annual escalation equal to the CPI percentage, to be utilised for a Day Care Centre, Educational purposes and a play area and storage, for a period of five (5) years, since it is not required for basic municipal purposes. The applicable CPI percentage shall be the CPI of two (2) months prior to the date of escalation in terms of the Agreement.
4. That, as it was agreed that the Applicant will in future operate the premises independently from Hartenbos Bejaardesorgdiens, the current Lease Agreement with Hartenbos Bejaardesorgdiens, be cancelled simultaneously with the signing of the Lease Agreement with the Applicant.
5. That all improvements become the property of the Municipality, and the Applicant will not have any claim for enrichment against the Municipality if the Lease Agreement should be terminated for any reason whatsoever.
6. That the Applicant continues to render education services from grade RR to grade R to fulfill the needs of the Sonskyn Valley community, and to enable the learners to continue with their school education at St Lukes Primary in Brandwag or Hartenbos Primary.
7. That no buildings/structures may be erected on the premises without the prior written approval of the Municipality.

8. That the Applicant will not sublet the erf or any portion thereof without prior written approval of the Municipality.
9. That the Applicant is responsible for the maintenance of the premises, in good and tidy condition to the satisfaction of the Municipality.
10. That the Applicant will be responsible for the insurance of its contents as well as to take out Public Liability Insurance, proof of which must be furnished to the Municipality.
11. That the Applicant will not utilise any portion of the premises for the display of outdoor advertising or signage, or change existing signage, without prior written approval of the Municipality as well as approval in terms of the Mossel Bay Municipal By-Law Relating to Outdoor Advertising.
12. That the Applicant will be responsible for the payment of all municipal services in respect of the premises to the satisfaction of the Manager: Income Section.
13. That the Municipality reserves the right of free access to the property, without notice, for the purpose of inspection, maintenance, renewal, cleansing, repair and construction of municipal services.
14. That the Applicant be responsible for all costs related to the application, including advertising costs.
15. That the Public Participation Process, as prescribed in the relevant legislation, be followed.
16. That, in addition to the prescribed Public Participation Process, the Council Resolution be referred to the Ward Councillor to bring it under the attention of the Ward Committee and that any comments, objections or representations be submitted by the Ward Councillor to the Municipality within thirty (30) days from date of the Council Resolution, failing which it will be accepted that there are no comments, objections or representations.
17. That, after the completion of the prescribed Public Participation Process, this Item be referred back to Council for further consideration.
18. That no rights and/or obligations be vested prior to the Lease Agreement being signed by both parties.”

The Item which served before the Executive Mayoral Committee on 22 July 2025 reads as follows:

“This Item is submitted to Council to acquire approval for the lease of the municipal building on Erf 4371 (187m²) and a portion of Erf 4370, Hartenbos (±1 792m²), Sonskyn Valley; situated adjacent to Erf 4371, Hartenbos, Lelieblom Street, Sonskynvallei, to Badisa Sonskynvallei Day Care Centre, since it is not required for basic municipal purposes.

DISCUSSION AND MOTIVATION / BESPREEKING EN MOTIVERING

The current Lease Agreement for the building and a smaller portion of Erf 4370, Hartenbos was entered between the Municipality and Hartenbos Bejaardesorgdiens. Hartenbos Bejaardesorgdiens was the administrator of the Badisa Sonskynvallei Day Care Centre. A meeting was held on 12 March 2020, during which it was resolved that the Day Care Centre will operate the premises independently from Hartenbos Bejaardesorgdiens from 1 April 2020.

A new Lease Agreement therefore needs to be entered into with Badisa Sonskynvallei Day Care Centre, to reflect the correct position.

A copy of the Letter from the Applicant and the Minutes were annexed, Marked 'A' and 'B' respectively.

An application was also received from the governing body of Badisa Sonskynvallei Day Care Centre to lease an additional portion ($\pm 159\text{m}^2$) of Erf 4370, Hartenbos to provide a larger play area and for additional storage space.

The Day Care Centre also provides education to learners from Grade RR to Grade R in order to further their school attendance at St Lukes Primary in Brandwag or Hartenbos Primary.

The Day Care's enrollment numbers have grown over the last 4 years from 70 to 108. The six (6) classrooms being used have reached the maximum allowed capacity. Most of the playground is situated on steep slopes and the places with level ground are being utilised for sand pits, swings and climbing frames, which then leaves a few areas for classrooms and for the children to run around freely. The teachers are also restricted in offering lessons for essential motor skills, such as ball playing. The school is currently using the parking area to conduct these lessons, which is not ideal and raises safety risks, as the teachers' cars are located there along with visitors cars. There is no parking on the level ground outside of the school.

A copy of the Application as well as the copy of the Locality Plan was annexed, marked 'C' and 'D' respectively.

The Municipal Valuer determined the market related value of the municipal building on this portion of Erf 4371 (187m^2), Hartenbos at R1 548 360,00 (VAT inclusive). The market related rental was determined at an amount of R7 600,00 per month (VAT inclusive).

The Municipal Valuer determined the market related value of this portion of Erf 4370 ($\pm 1 792\text{m}^2$), Hartenbos at R61 824,00 (VAT inclusive). The market related rental was determined at an amount of R310,00 per month (VAT inclusive).

A copy of the Valuer's Report was annexed, marked 'E'.

In terms of Section 40(2)(c)(i) of the Municipal Supply Chain Management Regulations immovable property is let only at market related prices except when the public interest or the plight of the poor demands otherwise.

It is submitted that the purpose for which the Applicant utilises the property is in the public interest and a deviation from the market related requirement is justified in this case, as provided for in Section 40(2)(c)(i).

Taking into account that the property will be utilised to the benefit of the community, it is proposed that the building and premises be leased to the Applicant at ten percent (10%) of the market related rental, namely R791,00 per month.

This portion of the property is listed on the Municipal Asset Register at a book value of R300 000,00 and classified as Investment Property.

The property is not required for the rendering of the minimum level of basic municipal services and can therefore be leased to the Applicant.

In terms of Regulation 34(3)(b) of the Asset Transfer Regulations R878, a request to the Municipal Council for authorisation of a Public Participation Process must be accompanied by an information statement stating:

- (i) the reasons for the proposal to grant a long term right to use, control or manage the relevant capital asset;**

The proposed lease will be for five (5) years, therefore long term rights are not applicable.

- (ii) **any expected benefits to the Municipality that may result from the granting of the right;**

The Municipality will benefit from the annual rental to be received as well as service fees.

- (iii) **any expected proceeds to be received by the Municipality from the granting of the right; and**

Annual rental as well as service fees to be received from the Applicant.

- (iv) **any expected gain or loss that will be realised or incurred by the Municipality arising from the granting of the right.**

The Municipality will gain by receiving annual rental from the Applicant.

FINANCIAL IMPLICATIONS / FINANSIËLE IMPLIKASIES

Comments received from Directorate: Financial Services are as follows:

“This portion of the property is listed on the Municipal Asset Register at a book value of R300 000,00 and classified as Investment Property.”

Directorate: Financial Services has no objection to the proposed lease.

The Municipality will receive revenue from the rental of the property.

RELEVANT LEGISLATION / RELEVANTE WETGEWING

The Local Government: Municipal Finance Management Act, No 56 of 2003.

The Local Government: Municipal Finance Management Act, No 56 of 2003: Municipal Asset Transfer Regulations, 2008.

Municipal Asset Management Policy.

CONCLUSION / SAMEVATTING

It is therefore proposed that approval be granted for the lease of the municipal building on Erf 4371 (187m²) and a portion of Erf 4370, Hartenbos (±1 792m²), Sonskyn Valley; situated adjacent to Erf 4371, Hartenbos, Lelieblom Street, Sonskynvallei, to Badisa Sonskynvallei Day Care Centre, since it is not required for basic municipal purposes, at a rental amount of R791,00 (VAT inclusive) per month, in terms of Section 40(2)(c)(i) of the Municipal Supply Chain Management Regulations, with an annual escalation equal to the CPI percentage, for a period of five (5) years, since it is not required for municipal purposes, to be utilised for a Day Care Centre, Educational purposes and a play area and storage, since it is not required for basic municipal purposes.

RECOMMENDATION

That the following recommendation be made to Council:

1. That cognisance be taken of the Application received from Badisa Sonskynvallei Day Care Centre (the Applicant) for the lease of the municipal building on Erf 4371 (187m²) and a portion of Erf 4370, Hartenbos (±1 792m²), Sonskyn Valley; situated adjacent to Erf 4371, Hartenbos, Lelieblom Street, Sonskynvallei.
2. That cognisance be taken of the Letter (Annexure ‘A’) and Minutes (Annexure ‘B’) received from Badisa Sonskynvallei Day Care Centre, dated 13 September 2024, to the effect that the Day Care Centre is currently operated by Badisa Sonskynvallei Day Care Centre independently of Hartenbos Bejaardesorgdiens.

3. That approval be granted for the lease of the Municipal Building on Erf 4371 (187m²) and a portion of Erf 4370, Hartenbos (\pm 1 792m²), Sonskyn Valley; situated adjacent to Erf 4371, Hartenbos, Lelieblom Street, Sonskynvallei, to Badisa Sonskynvallei Day Care Centre, at a rental amount of R791,00 (VAT inclusive) per month, in terms of Section 40(2)(c)(i) of the Municipal Supply Chain Management Regulations, with an annual escalation equal to the CPI percentage, to be utilised for a Day Care Centre, Educational purposes and a play area and storage, for a period of five (5) years, since it is not required for basic municipal purposes. The applicable CPI percentage shall be the CPI of two (2) months prior to the date of escalation in terms of the Agreement.
4. That, as it was agreed that the Applicant will in future operate the premises independently from Hartenbos Bejaardesorgdiens, the current Lease Agreement with Hartenbos Bejaardesorgdiens, be cancelled simultaneously with the signing of the Lease Agreement with the Applicant.
5. That all improvements become the property of the Municipality, and the Applicant will not have any claim for enrichment against the Municipality if the Lease Agreement should be terminated for any reason whatsoever.
6. That the Applicant continues to render education services from grade RR to grade R to fulfill the needs of the Sonskyn Valley community, and to enable the learners to continue with their school education at St Lukes Primary in Brandwag or Hartenbos Primary.
7. That no buildings/structures may be erected on the premises without the prior written approval of the Municipality.
8. That the Applicant will not sublet the erf or any portion thereof without prior written approval of the Municipality.
9. That the Applicant is responsible for the maintenance of the premises, in good and tidy condition to the satisfaction of the Municipality.
10. That the Applicant will be responsible for the insurance of its contents as well as to take out Public Liability Insurance, proof of which must be furnished to the Municipality.
11. That the Applicant will not utilise any portion of the premises for the display of outdoor advertising or signage, or change existing signage, without prior written approval of the Municipality as well as approval in terms of the Mossel Bay Municipal By-Law Relating to Outdoor Advertising.
12. That the Applicant will be responsible for the payment of all municipal services in respect of the premises to the satisfaction of the Manager: Income Section.
13. That the Municipality reserves the right of free access to the property, without notice, for the purpose of inspection, maintenance, renewal, cleansing, repair and construction of municipal services.
14. That the Applicant be responsible for all costs related to the application, including advertising costs.
15. That the Public Participation Process, as prescribed in the relevant legislation, be followed.
16. That, in addition to the prescribed Public Participation Process, the Council Resolution be referred to the Ward Councillor to bring it under the attention of the Ward Committee and that any comments, objections or representations be submitted by the Ward Councillor to the Municipality within thirty (30) days from date of the Council

Resolution, failing which it will be accepted that there are no comments, objections or representations.

17. That, after the completion of the prescribed Public Participation Process, this Item be referred back to Council for further consideration.
18. That no rights and/or obligations be vested prior to the Lease Agreement being signed by both parties.”

NOTE:

Please consult the complete annexures as attached to the agenda for the Planning and Economic Development Services Committee Meeting which was held on 16 July 2025 (Item PE88-07/2025) for more details.

RECOMMENDATION TO COUNCIL

1. That cognisance be taken of the Application received from Badisa Sonskynvallei Day Care Centre (the Applicant) for the lease of the municipal building on Erf 4371 (187m²) and a portion of Erf 4370, Hartenbos (±1 792m²), Sonskyn Valley; situated adjacent to Erf 4371, Hartenbos, Lelieblom Street, Sonskynvallei.
2. That cognisance be taken of the Letter (Annexure ‘A’) and Minutes (Annexure ‘B’) received from Badisa Sonskynvallei Day Care Centre, dated 13 September 2024, to the effect that the Day Care Centre is currently operated by Badisa Sonskynvallei Day Care Centre independently of Hartenbos Bejaardesorgdiens.
3. That approval be granted for the lease of the Municipal Building on Erf 4371 (187m²) and a portion of Erf 4370, Hartenbos (±1 792m²), Sonskyn Valley; situated adjacent to Erf 4371, Hartenbos, Lelieblom Street, Sonskynvallei, to Badisa Sonskynvallei Day Care Centre, at a rental amount of R791,00 (VAT inclusive) per month, in terms of Section 40(2)(c)(i) of the Municipal Supply Chain Management Regulations, with an annual escalation equal to the CPI percentage, to be utilised for a Day Care Centre, Educational purposes and a play area and storage, for a period of five (5) years, since it is not required for basic municipal purposes. The applicable CPI percentage shall be the CPI of two (2) months prior to the date of escalation in terms of the Agreement.
4. That, as it was agreed that the Applicant will in future operate the premises independently from Hartenbos Bejaardesorgdiens, the current Lease Agreement with Hartenbos Bejaardesorgdiens, be cancelled simultaneously with the signing of the Lease Agreement with the Applicant.
5. That all improvements become the property of the Municipality, and the Applicant will not have any claim for enrichment against the Municipality if the Lease Agreement should be terminated for any reason whatsoever.
6. That the Applicant continues to render education services from grade RR to grade R to fulfill the needs of the Sonskyn Valley community, and to enable the learners to continue with their school education at St Lukes Primary in Brandwag or Hartenbos Primary.
7. That no buildings/structures may be erected on the premises without the prior written approval of the Municipality.
8. That the Applicant will not sublet the erf or any portion thereof without prior written approval of the Municipality.

9. That the Applicant is responsible for the maintenance of the premises, in good and tidy condition to the satisfaction of the Municipality.
10. That the Applicant will be responsible for the insurance of its contents as well as to take out Public Liability Insurance, proof of which must be furnished to the Municipality.
11. That the Applicant will not utilise any portion of the premises for the display of outdoor advertising or signage, or change existing signage, without prior written approval of the Municipality as well as approval in terms of the Mossel Bay Municipal By-Law Relating to Outdoor Advertising.
12. That the Applicant will be responsible for the payment of all municipal services in respect of the premises to the satisfaction of the Manager: Income Section.
13. That the Municipality reserves the right of free access to the property, without notice, for the purpose of inspection, maintenance, renewal, cleansing, repair and construction of municipal services.
14. That the Applicant be responsible for all costs related to the application, including advertising costs.
15. That the Public Participation Process, as prescribed in the relevant legislation, be followed.
16. That, in addition to the prescribed Public Participation Process, the Council Resolution be referred to the Ward Councillor to bring it under the attention of the Ward Committee and that any comments, objections or representations be submitted by the Ward Councillor to the Municipality within thirty (30) days from date of the Council Resolution, failing which it will be accepted that there are no comments, objections or representations.
17. That, after the completion of the prescribed Public Participation Process, this Item be referred back to Council for further consideration.
18. That no rights and/or obligations be vested prior to the Lease Agreement being signed by both parties.

E211-07/2025

RENEWAL OF LEASE AGREEMENT: ERF 14098, HEIDERAND (±999M²), SITUATED ON MCKINNERY STREET, MOSSEL BAY: INTERNATIONAL POLICE ASSOCIATION

File Number: BL 5

Report By: D Steyn

PURPOSE AND BACKGROUND / DOEL EN AGTERGROND

In terms of Executive Mayoral Committee Resolution PE89-07/2025 it was resolved as follows:

“That the following recommendation be made to Council:

1. That approval be granted to the Applicant, International Police Association, for the renewal of the Lease Agreement of Erf 14098, Heiderand (±999m²), situated on

McKinnery Street, Mossel Bay, for a period of nine (9) years and eleven (11) months, to be utilised as a Service Centre, at a rental amount of R564,00 per annum, with an annual escalation equal to the CPI percentage, since it is not required for municipal purposes. That cognisance be taken that the lease of the premises is regarded to be in the public interest and that this is a renewal of an existing Lease Agreement. That cognisance be taken further that the rental amount reflects an escalation in line with the CPI percentage. The applicable CPI percentage shall be the CPI of two (2) months prior the date of escalation in terms of the Agreement.

2. That no other buildings/structures may be erected on the premises without the prior written approval of the Municipality.
3. That the Applicant be responsible for the maintenance of the buildings as well as the premises to the satisfaction of the Municipality.
4. That building plans be submitted to the Municipality for approval before commencement of any construction on the premises.
5. That the Applicant will not sublet the erf or any portion thereof without prior written approval of the Municipality.
6. That no structural changes or improvements may be affected without prior written approval of the Municipality.
7. That the Applicant will indemnify the Municipality against any claim which may originate as a result of its use of the property.
8. That the Municipality reserves the right of free access to the property, without notice, for the purpose of inspection, maintenance, renewal, cleaning, repair and construction of municipal services.
9. That the Applicant will be responsible for the Insurance of its contents as well as to take out Public Liability Insurance, proof of which must be furnished to the Municipality.
10. That the Applicant will not utilise any portion of the premises for the display of outdoor advertising and signage, or change existing signage, without prior written approval of the Municipality as well as approval in terms of the Mossel Bay Municipal By-Law Relating to Outdoor Advertising.
11. That the Applicant will be responsible for the payment of all municipal services in respect of the premises to the satisfaction of the Manager: Income Section.
12. That the Applicant be responsible for all costs related to the application, including advertising costs.
13. That the Public Participation Process as prescribed in the relevant legislation be followed.
14. That, in addition to the prescribed Public Participation Process, the Council Resolution be referred to the Ward Councillor to bring it under the attention of the Ward Committee and that any comments, objections or representations be submitted by the Ward Councillor to the Municipality within thirty (30) days from date of the Council Resolution, failing which, it will be accepted that there are no comments, objections or representations.
15. That, after completion of the prescribed Public Participation Process, this Item be referred back to the Municipal Manager for further consideration.

16. That no rights and/or obligations be vested prior to final approval by Council and the Lease Agreement being signed by both parties.”

The Item which served before the Executive Mayoral Committee on 22 July 2025 reads as follows:

“The purpose of this Item is for Council to approve the renewal of the Lease Agreement of Erf 14098, Heiderand ($\pm 999\text{m}^2$), situated on McKinnery Street, Mossel Bay, to the International Police Association, for a period of nine (9) years and eleven (11) months, to be utilised as a Service Centre, at a rental amount of R564,00 (VAT inclusive) per annum, since it is not required for basic municipal purposes.

DISCUSSION AND MOTIVATION / BESPREKING EN MOTIVERING

An Application was received from the International Police Association (hereafter referred to as the Applicant), to renew the lease of Erf 14098, Heiderand ($\pm 999\text{m}^2$), situated on McKinnery Street, Mossel Bay, for a period of nine (9) years and eleven (11) months, to be utilised as a Service Centre, since it is not required for basic municipal purposes.

A copy of the Application as well as the Locality Plan were annexed, marked ‘A’ and ‘B’ respectively.

The Municipal Valuer determined the market related value of Erf 14098, Heiderand ($\pm 999\text{m}^2$), situated on McKinnery Street, Mossel Bay at R1 800 000,00 (VAT inclusive). The market related rental of this property was determined at an amount of R108 000,00 (VAT inclusive) per annum.

A copy of the Valuer’s Report was annexed, marked ‘C’.

The current lease amount is R536,63 per annum. It is therefore recommended that the lease of the property be renewed at a rental amount of R564,00 per annum (VAT inclusive), which is in line with the CPI percentage.

Erf 14098, Mossel Bay is listed on the Municipal Asset Register at a book value of R500 000,00 and classified as Investment Property.

In terms of Regulation 34(3)(b) of the Asset Transfer Regulations R878, a request to the Municipal Council for authorisation of a Public Participation Process must be accompanied by an information statement stating:

- (i) **the reasons for the proposal to grant a long term right to use, control or manage the relevant capital asset;**

The proposed lease period is only for nine (9) years and eleven (11) months, therefore long term rights are not applicable.

- (ii) **any expected benefits to the Municipality that may result from the granting of the right;**

The Municipality will benefit from the annual rental to be received as well as service fees.

- (iii) **any expected proceeds to be received by the Municipality from the granting of the right; and**

The Municipality will receive an annual rental as well as service fees from the Applicant.

- (iv) **any expected gain or loss that will be realised or incurred by the Municipality arising from the granting of the right.**

The Municipality will gain by receiving annual rental from the Applicant.

FINANCIAL IMPLICATIONS / FINANSIËLE IMPLIKASIE

Comments received from Directorate: Financial Services are as follows:

“Erf 14098, Mossel Bay is listed on the Municipal Asset Register at a book value of R500 000,00 and classified as Investment Property.”

Directorate: Financial Services has no objection to the proposed renewal of lease.

Income to the Municipality by receiving annual rental as well as service fees.

RELEVANT LEGISLATION / RELEVANTE WETGEWING

The Local Government: Municipal Finance Management Act, No 56 of 2003.

Local Government: Municipal Finance Management Act, No 56 of 2003: Municipal Asset Transfer Regulations, 2008.

Municipal Asset Management Policy.

CONCLUSION / SAMEVATTING

It is therefore proposed that approval be granted to the Applicant, International Police Association, for the renewal of the Lease Agreement of Erf 14098, Heiderand ($\pm 999\text{m}^2$), situated on McKinnery Street, Mossel Bay, for a period of nine (9) years and eleven (11) months, to be utilised as a Service Centre, at a rental amount of R564,00 per annum, with an annual escalation equal to the CPI percentage, since it is not required for municipal purposes. The applicable CPI percentage shall be the CPI of two (2) months prior the date of escalation in terms of the Agreement.

RECOMMENDATION / AANBEVELING

That the following recommendation be made to Council:

1. That approval be granted to the Applicant, International Police Association, for the renewal of the Lease Agreement of Erf 14098, Heiderand ($\pm 999\text{m}^2$), situated on McKinnery Street, Mossel Bay, for a period of nine (9) years and eleven (11) months, to be utilised as a Service Centre, at a rental amount of R564,00 per annum, with an annual escalation equal to the CPI percentage, since it is not required for municipal purposes. That cognisance be taken that the lease of the premises is regarded to be in the public interest and that this is a renewal of an existing Lease Agreement. That cognisance be taken further that the rental amount reflects an escalation in line with the CPI percentage. The applicable CPI percentage shall be the CPI of two (2) months prior the date of escalation in terms of the Agreement.
2. That no other buildings/structures may be erected on the premises without the prior written approval of the Municipality.
3. That the Applicant be responsible for the maintenance of the buildings as well as the premises to the satisfaction of the Municipality.
4. That building plans be submitted to the Municipality for approval before commencement of any construction on the premises.
5. That the Applicant will not sublet the erf or any portion thereof without prior written approval of the Municipality.

6. That no structural changes or improvements may be affected without prior written approval of the Municipality.
7. That the Applicant will indemnify the Municipality against any claim which may originate as a result of its use of the property.
8. That the Municipality reserves the right of free access to the property, without notice, for the purpose of inspection, maintenance, renewal, cleaning, repair and construction of municipal services.
9. That the Applicant will be responsible for the Insurance of its contents as well as to take out Public Liability Insurance, proof of which must be furnished to the Municipality.
10. That the Applicant will not utilise any portion of the premises for the display of outdoor advertising and signage, or change existing signage, without prior written approval of the Municipality as well as approval in terms of the Mossel Bay Municipal By-Law Relating to Outdoor Advertising.
11. That the Applicant will be responsible for the payment of all municipal services in respect of the premises to the satisfaction of the Manager: Income Section.
12. That the Applicant be responsible for all costs related to the application, including advertising costs.
13. That the Public Participation Process as prescribed in the relevant legislation be followed.
14. That, in addition to the prescribed Public Participation Process, the Council Resolution be referred to the Ward Councillor to bring it under the attention of the Ward Committee and that any comments, objections or representations be submitted by the Ward Councillor to the Municipality within thirty (30) days from date of the Council Resolution, failing which, it will be accepted that there are no comments, objections or representations.
15. That, after completion of the prescribed Public Participation Process, this Item be referred back to the Municipal Manager for further consideration.
16. That no rights and/or obligations be vested prior to final approval by Council and the Lease Agreement being signed by both parties.”

NOTE:

Please consult the complete annexures as attached to the agenda for the Planning and Economic Development Services Committee Meeting which was held on 16 July 2025 (Item PE89-07/2025) for more details.

RECOMMENDATION TO COUNCIL

1. That approval be granted to the Applicant, International Police Association, for the renewal of the Lease Agreement of Erf 14098, Heiderand ($\pm 999\text{m}^2$), situated on McKinnery Street, Mossel Bay, for a period of nine (9) years and eleven (11) months, to be utilised as a Service Centre, at a rental amount of R564,00 per annum, with an annual escalation equal to the CPI percentage, since it is not required for municipal purposes. That cognisance be taken that the lease of the premises is regarded to be in the public interest and that this is a renewal of an existing Lease Agreement. That cognisance be taken further that the rental amount reflects an escalation in line with the CPI percentage. The applicable CPI percentage shall be the CPI of two (2) months prior the date of escalation in terms of the Agreement.

2. That no other buildings/structures may be erected on the premises without the prior written approval of the Municipality.
3. That the Applicant be responsible for the maintenance of the buildings as well as the premises to the satisfaction of the Municipality.
4. That building plans be submitted to the Municipality for approval before commencement of any construction on the premises.
5. That the Applicant will not sublet the erf or any portion thereof without prior written approval of the Municipality.
6. That no structural changes or improvements may be affected without prior written approval of the Municipality.
7. That the Applicant will indemnify the Municipality against any claim which may originate as a result of its use of the property.
8. That the Municipality reserves the right of free access to the property, without notice, for the purpose of inspection, maintenance, renewal, cleaning, repair and construction of municipal services.
9. That the Applicant will be responsible for the Insurance of its contents as well as to take out Public Liability Insurance, proof of which must be furnished to the Municipality.
10. That the Applicant will not utilise any portion of the premises for the display of outdoor advertising and signage, or change existing signage, without prior written approval of the Municipality as well as approval in terms of the Mossel Bay Municipal By-Law Relating to Outdoor Advertising.
11. That the Applicant will be responsible for the payment of all municipal services in respect of the premises to the satisfaction of the Manager: Income Section.
12. That the Applicant be responsible for all costs related to the application, including advertising costs.
13. That the Public Participation Process as prescribed in the relevant legislation be followed.
14. That, in addition to the prescribed Public Participation Process, the Council Resolution be referred to the Ward Councillor to bring it under the attention of the Ward Committee and that any comments, objections or representations be submitted by the Ward Councillor to the Municipality within thirty (30) days from date of the Council Resolution, failing which, it will be accepted that there are no comments, objections or representations.
15. That, after completion of the prescribed Public Participation Process, this Item be referred back to the Municipal Manager for further consideration.
16. That no rights and/or obligations be vested prior to final approval by Council and the Lease Agreement being signed by both parties.

E212-07/2025**REQUEST FOR EXTENSION OF ROAD AND INSTALLATION
OF MUNICIPAL SERVICES TO ERVEN 557, 558 AND 559
GREAT BRAK RIVER BY THE APPLICANT, MR A MOOLMAN**

File Number: 15/4/34/4

Report By: D Steyn

PURPOSE AND BACKGROUND / DOEL EN AGTERGROND

In terms of Executive Mayoral Committee Resolution PE90-07/2025 it was resolved as follows:

“That the following recommendation be made to Council:

1. That cognisance be taken of the application received from Mr A Moolman for the extension of the road to and installation of municipal services on Erven 557, 558 and 559, Great Brak River.
2. That the request for the extension of the road and installation of services on Erven 557, 558 and 559, Great Brak River, to enable the Applicant to develop the erven, not be approved due to the estimated costs of R20 million to extend the road and service these erven.
3. That the Applicant be provided with the option to resell the erven to the Municipality at a purchase price of R192 000,00 (VAT inclusive), which represents an inflation related return of investment of 5% for the Applicant on the original purchase price paid.
4. That the Director: Infrastructure Services makes provision for the purchase price and associated costs as part of the normal budget process, if the offer is accepted by the Applicant.
5. That, if the Applicant accepts the offer to resell the erven to the Municipality at the specified price, the erven be transferred into the name of the Municipality at the cost of the Municipality by the Municipality’s Conveyancer.
6. That no rights and/or obligations be vested before the Deed of Sale is signed by both parties.”

The Item which served before the Executive Mayoral Committee on 22 July 2025 reads as follows:

“The purpose of this Item is for Council to consider the request received from the Applicant, Mr A Moolman, for access and the installation of municipal services to Erven 557, 558 and 559, Great Brak River.

DISCUSSION AND MOTIVATION / BESPREKING EN MOTIVERING

Erven 557, 558 and 559 was sold by the Great Brak River Municipality to Mr D Maart in May 1992, who sold it to Mr Moolman (the Applicant) approximately eleven (11) years ago. The erven were sold as unserviced erven.

The original Deed of Sale contained certain conditions which the Purchaser had to comply with *inter alia* that the erven must be consolidated and a dwelling erected thereon within three (3)

years of date of the Deed of Sale. None of these conditions were complied with and the erven sold as is to the Applicant at a purchase price of R103 000,00 on 22 October 2012.

The Applicant now requests that the Municipality provides services and an access road to the erven individually as it cannot be developed in its current (unserviced) state, although it is located above an existing residential area.

A copy of the Letter was annexed, marked 'A'.

Erven 557, 558 and 559, Great Brak River is zoned as Single Residential Zone I.

A copy of the Locality Plan was annexed, marked 'B'.

The Municipal Valuer determined the market value of Erven 557, 558 and 559, Great Brak River at R430 000,00 (VAT inclusive).

A copy of the Valuer's Report was annexed, marked 'C'.

Comments were received from the Directorate Infrastructure Services that the extension of the road and servicing of these erven will cost approximately R20 million due to *inter alia* the steep terrain.

It is therefore proposed that the services not be installed, but that the Applicant be given the option to resell the erven to the Municipality at a purchase price of R192 000,00 (VAT inclusive) which represents an inflation-related return of investment of five percent (5%) for the Applicant, whilst, at the same time, resulting in a considerable saving for the Municipality by not having to extend the road and install services to the erven.

FINANCIAL IMPLICATIONS / FINANSIËLE IMPLIKASIES

Payment of R192 000,00 (VAT inclusive) to Applicant if offer is accepted.

RELEVANT LEGISLATION / RELEVANTE WETGEWING

The Local Government: Municipal Finance Management Act, No 56 of 2003.

The Local Government: Municipal Finance Management Act, No 56 of 2003: Municipal Asset Transfer Regulations, 2008.

Municipal Supply Chain Management Policy.

Municipal Asset Management Policy.

CONCLUSION / SAMEVATTING

It is therefore proposed that the request for the extension of the road to and installation of services on Erven 557, 558 and 559, Great Brak River, to enable the Owner (the Applicant, Mr A Moolman) to develop the erven, not be approved due to the costs involved, but that the Applicant be provided with the option to resell the erven to the Municipality at a purchase price of R192 000,00 (VAT inclusive).

RECOMMENDATION

That the following recommendation be made to Council:

1. That cognisance be taken of the application received from Mr A Moolman for the extension of the road to and installation of municipal services on Erven 557, 558 and 559, Great Brak River.
2. That the request for the extension of the road and installation of services on Erven 557, 558 and 559, Great Brak River, to enable the Applicant to develop the erven, not be

approved due to the estimated costs of R20 million to extend the road and service these erven.

3. That the Applicant be provided with the option to resell the erven to the Municipality at a purchase price of R192 000,00 (VAT inclusive), which represents an inflation related return of investment of 5% for the Applicant on the original purchase price paid.
4. That the Director: Infrastructure Services makes provision for the purchase price and associated costs as part of the normal budget process, if the offer is accepted by the Applicant.
5. That, if the Applicant accepts the offer to resell the erven to the Municipality at the specified price, the erven be transferred into the name of the Municipality at the cost of the Municipality by the Municipality's Conveyancer.
6. That no rights and/or obligations be vested before the Deed of Sale is signed by both parties."

NOTE:

Please consult the complete annexures as attached to the agenda for the Planning and Economic Development Services Committee Meeting which was held on 16 July 2025 (Item PE90-07/2025) for more details.

RECOMMENDATION TO COUNCIL

1. That cognisance be taken of the application received from Mr A Moolman for the extension of the road to and installation of municipal services on Erven 557, 558 and 559, Great Brak River.
2. That the request for the extension of the road and installation of services on Erven 557, 558 and 559, Great Brak River, to enable the Applicant to develop the erven, not be approved due to the estimated costs of R20 million to extend the road and service these erven.
3. That the Applicant be provided with the option to resell the erven to the Municipality at a purchase price of R192 000,00 (VAT inclusive), which represents an inflation related return of investment of 5% for the Applicant on the original purchase price paid.
4. That the Director: Infrastructure Services makes provision for the purchase price and associated costs as part of the normal budget process, if the offer is accepted by the Applicant.
5. That, if the Applicant accepts the offer to resell the erven to the Municipality at the specified price, the erven be transferred into the name of the Municipality at the cost of the Municipality by the Municipality's Conveyancer.
6. That no rights and/or obligations be vested before the Deed of Sale is signed by both parties.

E213-07/2025**PROPOSED AMENDMENT OF REGISTRATION OF A SERVITUDE ($\pm 140\text{m}^2$) OVER A PORTION OF MUNICIPAL PROPERTY, ERF 6017, DANA BAY IN FAVOUR OF ERF 6044, DANA BAY, 83 NERINA ROAD, DANA BAY: JJ SCHUTTE**

Reference Number: 16/3/2/1

Report By: D Steyn

PURPOSE AND BACKGROUND / DOEL EN AGTERGROND

In terms of Executive Mayoral Committee Resolution PE91-07/2025 it was resolved as follows:

“That the following recommendation be made to Council:

1. That cognisance be taken that the Applicant is unable to afford the compensation of R300 000,00 payable for the original servitude area, as approved by Council and therefore requested a decrease in the servitude area to 56m^2 .
2. That cognisance be taken of the proposed amendment of the requested servitude area from 140m^2 to 56m^2 , as received from TMK Professional Land Surveyors, dated 19 September 2024.
3. That, due to the above, Items 1, 2 and 3 of Council Resolution E199-07/2024, be amended to read and be implemented as follows:
 - “1. That approval be granted for the Registration of a Servitude ($\pm 56\text{m}^2$) indicated as 6044B, S3, S2, S5, S4, 6044B on the Land Surveyor’s Diagram, over a portion of Erf 6017, Dana Bay (municipal property) in favour of Erf 6044, Dana Bay, 83 Nerina Road, Dana Bay (the property of the Applicant, JJ Schutte), at the cost of the Applicant, in order to rectify the historical encroachment of the boundary wall, staircase, driveway and portion of the swimming pool onto the municipal property.
 2. That an amount of R64 400,00 (VAT inclusive), be payable by the Applicant to the Municipality as market related compensation for the registration of the servitude in favour of the Applicant’s property (Erf 6044, Dana Bay).
 3. That the parking and driveway on a portion of Erf 6017, Dana Bay currently being utilised by the Applicant, which falls outside the servitude area, be rehabilitated by the Applicant to a natural state and facilitate stormwater drainage to the nearest stormwater inlet.
 4. That the remainder of Council Resolution E199-07/2024, remains unchanged and be implemented accordingly.”

The Item which served before the Executive Mayoral Committee on 22 July 2025 reads as follows:

“The purpose of this Item is for Council to consider the proposed amendment of Council Resolution E199-07/2024 on the application by Mr JJ Schutte for the Registration of a Servitude ($\pm 140\text{m}^2$) over a portion of municipal property, Erf 6017, Dana Bay in favour of his adjacent property, Erf 6044, Dana Bay, 83 Nerina Road, Dana Bay in order to rectify the historical

encroachment of the boundary wall, staircase, driveway, portion of the swimming pool and parking area onto a portion of Erf 6017, Dana Bay (municipal property).

DISCUSSION AND MOTIVATION / BESPREKING EN MOTIVERING

Council, during its meeting on 25 July 2024, resolved under Council Resolution E199-07/2024, as follows:

- “1. That approval be granted for the registration of a servitude ($\pm 140\text{m}^2$), indicated as 6044B, S3, S2, S1, 6017X on the Land Surveyor’s Diagram, over a portion of Erf 6017, Dana Bay (municipal property) in favour of Erf 6044, Dana Bay, 83 Nerina Road, Dana Bay (the property of the Applicant, JJ Schutte), at the cost of the Applicant, in order to rectify the historical encroachment of the boundary wall, staircase, driveway and portion of the swimming pool onto the municipal property.*
- 2. That an amount of R300 000,00 (VAT inclusive) be payable by the Applicant to the Municipality as market related compensation for the registration of the servitude in favour of the Applicant’s property (Erf 6044, Dana Bay).*
- 3. That the parking on a portion of Erf 6017, Dana Bay currently being utilised by the Applicant, which falls outside the servitude area, be rehabilitated by the Applicant to a natural state and facilitate stormwater drainage to the nearest stormwater inlet.*
- 4. That the rehabilitation work to be done by the Applicant, as described in Item 3 above, be done to the satisfaction of the Directorate Infrastructure Services at the cost of the Applicant.*
- 5. That no further buildings or structures may be erected on the servitude area.*
- 6. That the Applicant will not alter or in any way disturb any existing services on the servitude area.*
- 7. That the Municipality reserves the right of free access to the servitude area, without notice, for the purpose of inspection, maintenance, renewal, cleansing, repair and construction of municipal services.*
- 8. That the Municipality be indemnified against any damages for any stormwater overflow/flooding or any other causes that may occur in the future.*
- 9. That the Applicant will be responsible for all costs related to the registration of the servitude, including surveying costs.*
- 10. That the Public Participation Process, as prescribed in the relevant legislation, be followed.*
- 11. That, in addition to the prescribed Public Participation Process, the Council Resolution be referred to the Ward Councillor to bring it under the attention of the Ward Committee and that any comments, objections or representations be submitted by the Ward Councillor to the Municipality within thirty (30) days from date of the Council Resolution, failing which it will be accepted that there are no comments, objections or representations.*
- 12. That, after completion of the prescribed Public Participation Process, this Item be referred back to Council for further consideration.*
- 13. That no rights and/or obligations will vest herein before final approval by Council and the signing of the Notarial Servitude Agreement by all parties.”*

Mr JJ Schutte (hereinafter referred to as the Applicant) indicated that he cannot afford the compensation payable in the amount of R300 000,00 (VAT inclusive) and on 19 September 2024, submitted an amended Sketch Plan for a smaller Right of Way Servitude (56m²), to be registered over a portion of municipal property, Erf 6017, Dana Bay in favour of his adjacent property, Erf 6044, Dana Bay, 83 Nerina Road, Dana Bay in order to rectify the historical encroachment of the property's boundary wall, staircase, driveway and portion of the swimming pool and parking area onto a portion of Erf 6017.

This portion of Erf 6017 cannot be alienated to the Applicant, as it is zoned as Public Open Space.

A copy of the Application was annexed, marked 'A'

A copy of the Locality Plan of the proposed amended servitude area was annexed, marked 'B'.

It is proposed that a servitude for the encroaching parking area not be approved, but only for the boundary wall, staircase, driveway and portion of the swimming pool area.

The parking being utilised by the Applicant on a portion of Erf 6017, which falls outside the suggested servitude area, must be rehabilitated to a natural state and facilitate stormwater drainage to the nearest stormwater inlet, by and at the cost of the Applicant.

It is therefore proposed that a servitude over only 56m² of the encroaching area be approved, as indicated by the figure 6044B S3, S2, S5, S4, 6044B on the Land Surveyor's Diagram, marked 'C'.

The Municipal Valuer determined the market related compensation payable for the registration of the servitude (±56m²), over a portion of Erf 6017, Dana Bay, situated adjacent to Erf 6044, Dana Bay, 83 Nerina Road, Dana Bay at R64 400,00 (VAT inclusive).

A copy of the Valuer's Report was annexed, marked 'D'.

Erf 6017, Dana Bay (920.82m²) is listed on the Municipal Asset Register at a book value of R80 000,00 and classified as Investment property.

This portion of the capital asset is not needed to provide the minimum level of basic municipal services and the servitude can therefore be registered.

In accordance with the provisions of Regulation 5(3)(b) of the Municipal Asset Transfer Regulations R878 of 2008, a request to the Municipal Council for authorisation of a Public Participation Process must be accompanied by an information statement stating:

- (i) the valuation of the capital asset to be transferred or disposed of and the method of valuation used to determine that valuation;**

The market related compensation payable for the Registration of the Servitude (±56m²), over a portion of Erf 6017, Dana Bay, situated adjacent to Erf 6044, Dana Bay, 83 Nerina Road, Dana Bay was determined at R64 400,00 (VAT inclusive).

- (ii) The reasons for the proposal to transfer or dispose of the capital asset;**

An application was received from Mr JJ Schutte (hereinafter referred to as the Applicant) requesting the registration of a servitude over municipal property, a portion of Erf 6017, Dana Bay in favour of his adjacent property, Erf 6044, Dana Bay, 83 Nerina Road, Dana Bay in order to rectify the historical encroachment of the property's boundary wall, staircase, driveway, portion of the swimming pool and parking area. This portion of Erf 6017, cannot be alienated to the Applicant, as it is zoned as Public Open Space.

- (iii) **any expected benefits to the Municipality that may result from the transfer or disposal;**

The Municipality will benefit through the income of the compensation payable for the Registration of the Servitude.

- (iv) **any expected proceeds to be received by the Municipality from the transfer or disposal; and**

The Municipality will receive payment of the compensation.

- (v) **any expected gain or loss that will be realised or incurred by the Municipality arising from the transfer or disposal.**

Comments received from Directorate: Financial Services are as follows:

“Erf 6017, Dana Bay (920.82m²) is listed on the Municipal Asset Register at a book value of R80 000,00 and classified as Investment Property.”

FINANCIAL IMPLICATIONS / FINANSIËLE IMPLIKASIES

Income to the Municipality as compensation for the registration of a servitude.

RELEVANT LEGISLATION / RELEVANTE WETGEWING

The Local Government: Municipal Finance Management Act, No 56 of 2003.

The Local Government: Municipal Finance Management Act, No 56 of 2003: Municipal Asset Transfer Regulations, 2008.

Municipal Asset Management Policy.

Spatial Development Framework, 2022.

CONCLUSION / SAMEVATTING

It is therefore proposed that approval be granted for the Registration of the newly proposed Servitude area ($\pm 56\text{m}^2$) indicated as 6044B, S3, S2, S5, S4, 6044B on the Land Surveyor's Diagram, over municipal property, a portion of Erf 6017, Dana Bay in favour of the Applicant's property, Erf 6044, Dana Bay, 83 Nerina Road, Dana Bay (Private Property), at the cost of the Applicant in order to rectify the historical encroachment of the boundary wall, staircase, driveway and portion of the swimming pool onto this portion of Erf 6017, Dana Bay.

RECOMMENDATION

That the following recommendation be made to Council:

1. That cognisance be taken that the Applicant is unable to afford the compensation of R300 000,00 payable for the original servitude area, as approved by Council and therefore requested a decrease in the servitude area to 56m^2 .
2. That cognisance be taken of the proposed amendment of the requested servitude area from 140m^2 to 56m^2 , as received from TMK Professional Land Surveyors, dated 19 September 2024.
3. That, due to the above, Items 1, 2 and 3 of Council Resolution E199-07/2024, be amended to read and be implemented as follows:
 - “1. That approval be granted for the Registration of a Servitude ($\pm 56\text{m}^2$) indicated as 6044B, S3, S2, S5, S4, 6044B on the Land Surveyor's Diagram, over a portion of Erf 6017, Dana Bay (municipal property) in favour of Erf 6044, Dana Bay, 83 Nerina Road, Dana Bay (the property of the Applicant, JJ Schutte), at the cost of

the Applicant, in order to rectify the historical encroachment of the boundary wall, staircase, driveway and portion of the swimming pool onto the municipal property.

2. *That an amount of R64 400,00 (VAT inclusive), be payable by the Applicant to the Municipality as market related compensation for the registration of the servitude in favour of the Applicant's property (Erf 6044, Dana Bay).*
3. *That the parking and driveway on a portion of Erf 6017, Dana Bay currently being utilised by the Applicant, which falls outside the servitude area, be rehabilitated by the Applicant to a natural state and facilitate stormwater drainage to the nearest stormwater inlet.*
4. *That the remainder of Council Resolution E199-07/2024, remains unchanged and be implemented accordingly."*

NOTE:

Please consult the complete annexures as attached to the agenda for the Planning and Economic Development Services Committee Meeting which was held on 16 July 2025 (Item PE91-07/2025) for more details.

RECOMMENDATION TO COUNCIL

1. That cognisance be taken that the Applicant is unable to afford the compensation of R300 000,00 payable for the original servitude area, as approved by Council and therefore requested a decrease in the servitude area to 56m².
2. That cognisance be taken of the proposed amendment of the requested servitude area from 140m² to 56m², as received from TMK Professional Land Surveyors, dated 19 September 2024.
3. That, due to the above, Items 1, 2 and 3 of Council Resolution E199-07/2024, be amended to read and be implemented as follows:
 - "1. *That approval be granted for the Registration of a Servitude (±56m²) indicated as 6044B, S3, S2, S5, S4, 6044B on the Land Surveyor's Diagram, over a portion of Erf 6017, Dana Bay (municipal property) in favour of Erf 6044, Dana Bay, 83 Nerina Road, Dana Bay (the property of the Applicant, JJ Schutte), at the cost of the Applicant, in order to rectify the historical encroachment of the boundary wall, staircase, driveway and portion of the swimming pool onto the municipal property.*
 2. *That an amount of R64 400,00 (VAT inclusive), be payable by the Applicant to the Municipality as market related compensation for the registration of the servitude in favour of the Applicant's property (Erf 6044, Dana Bay).*
 3. *That the parking and driveway on a portion of Erf 6017, Dana Bay currently being utilised by the Applicant, which falls outside the servitude area, be rehabilitated by the Applicant to a natural state and facilitate stormwater drainage to the nearest stormwater inlet.*
 4. *That the remainder of Council Resolution E199-07/2024, remains unchanged and be implemented accordingly."*

E214-07/2025**APPLICATION TO LEASE THE MUNICIPAL BUILDING
(±400M²) SITUATED ON ERF 6738, AT THE CORNER OF
CROTZ STREET AND ADRIAAN AVENUE, ASLA PARK,
KWANONQABA, BETTER KNOWN AS THE ASLA TAXI RANK:
UNCEDO SERVICE TAXI ASSOCIATION AND MOSSEL BAY
TAXI ASSOCIATION**

Reference Number: 17/3/5/1/215/4/31/15/5

Report By: Y van der Berg

PURPOSE AND BACKGROUND / DOEL EN AGTERGROND

In terms of Executive Mayoral Committee Resolution PE92-07/2025 it was resolved as follows:

“That the following recommendation be made to Council:

1. That approval be granted for the lease of the municipal building (±400m²), situated on Erf 6738, at the corner of Crotz Street and Adriaans Avenue, Asla Park, kwaNonqaba, better known as the Asla Taxi Rank, as indicated in Annexure B, to Uncedo Service Taxi Association and Mossel Bay Taxi Association, the Applicants, for a period of three (3) years, at R430,00 per month, in terms of Section 40(2)(c)(i) of the Municipal Supply Chain Management Regulations, with an annual escalation equal to the CPI percentage, since it is not required for basic municipal purposes, to be utilised as office space and a tuck shop. The applicable CPI percentage shall be the CPI of two (2) months prior to the date of escalation in terms of the Agreement.
2. That the building be utilised as office space and a tuck shop only and that no other activities be allowed without prior written approval of the Municipality.
3. That the Applicants obtains the necessary business license from the Mossel Bay Municipality and Certificate of Acceptability for Food Premises from the Garden Route District Municipality, for the abovementioned purposes.
4. That the Applicants will not sublet the premises or any portion thereof without the prior written approval of the Municipality.
5. That no other structures/buildings may be erected or renovations done on the property without the prior written building plan approval of the Municipality. Any renovations or additions to the existing structures, must be done in such a manner that the property can still be utilised and operated as a Taxi Rank Facility.
6. That the Applicants will be responsible for the maintenance of the premises and the building and ensures that the building and surrounding area be kept in a good and tidy condition, to the satisfaction of the Municipality.
7. That the Applicants will be responsible for the insurance of the contents as well as to take out Public Liability Insurance, proof of which must be furnished to the Municipality.

8. That the Municipality reserves the right of free access to the property, without notice, for the purpose of inspection, maintenance, renewal, cleansing, repair and construction of municipal services.
9. That the Applicants will be responsible for all costs related to the provision of water, electricity and a sewer connection to the property.
10. That the Applicants will be responsible for the payment of all municipal services in respect of the premises to the satisfaction of the Manager: Income Section.
11. That the Applicants indemnify the Municipality against any claim/damages which may originate as a result of its use of the property, including any stormwater overflow/flooding or other causes that may occur in the future.
12. That all improvements to the premises will become the property of the Municipality and that the Applicants will have no claim of any nature against the Municipality for any improvements and/or alterations made to the property after the Lease Agreement is ended.
13. That cognisance be taken of the dilapidated condition of the municipal building situated on Erf 6738, kwaNonqaba and that the Director: Community Services submits a full Report at the next adjustment budget to consider the repair and renovation of the building.
14. That the Public Participation Process, as prescribed in the relevant legislation, be followed.
15. That, in addition to the prescribed Public Participation Process, the Council Resolution be referred to the Ward Councillor to bring it under the attention of the Ward Committee and any comments, objections or representations be submitted by the Ward Councillor to the Municipality within thirty (30) days from date of the Council Resolution, following which it will be accepted that there are no comments, objections or representations.
16. That, after the completion of the prescribed Public Participation Process, this Item be referred back to Council for further consideration.
17. That no rights and/or obligations be vested prior to a final decision made by Council and the Lease Agreement being signed by both parties.”

The Item which served before the Executive Mayoral Committee on 22 July 2025 reads as follows:

“The purpose of this Item is for Council to consider the application as received from Uncedo Service Taxi Association and the Mossel Bay Taxi Association, to lease the municipal building ($\pm 400\text{m}^2$) situated on Erf 6738, at the corner of Crotz Street and Adriaan Avenue, Asla Park, kwaNonqaba, better known as the Asla Taxi Rank, to be utilised as office space and a tuck shop.

DISCUSSION AND MOTIVATION / BESPREKING EN MOTIVERING

An application was received from Uncedo Service Taxi Association and the Mossel Bay Taxi Association, herein after referred to as the Applicants, to lease the municipal building ($\pm 400\text{m}^2$) situated on Erf 6738, at the corner of Crotz Street and Adriaan Avenue, Asla Park, kwaNonqaba, better known as the Asla Taxi Rank, to be utilised as office space and a tuck shop.

A copy of the Application was annexed and marked as Annexure A1 and Annexure A2.

Erf 6738, Asla Park, kwaNonqaba, is zoned as Business Zone I and utilised as a Taxi Rank.

This property is situated in an important business node and the utilisation of the Taxi Rank has increased in recent years.

A copy of the Locality Plan was attached, marked as Annexure B.

The building consists of an open space which can easily be used as two separate areas and bathrooms.

The inside of the building is in need of various repairs in order for it to be utilised for any purpose and the Director: Community Services, has indicated that the directorate will need to budget for the cost of the repairs.

Copies of pictures indicating the current state of the building were attached, marked as Annexure C.

This capital asset is not needed to provide the minimum level of basic municipal services and the municipal building can therefore be leased.

The Municipal Valuer determined the market value of the municipal building on Erf 6738, at the corner of Crotz Street and Adriaan Avenue, Asla Park, kwaNonqaba at R645 000,00 (VAT inclusive). The market related rental was determined at R4 300,00 (VAT inclusive) per month.

A copy of the Valuer's Report was attached, marked as Annexure D.

Erf 6738, kwaNonqaba (1353m²) is listed on the Municipal Asset Register at a book value of R1 187 581,41 and classified as Community Assets.

Previous lessees off the premises were not successful in their endeavours with the utilisation of the municipal building and the Lease Agreements had to be cancelled due to their failure to adhere to payment of the monthly market related rent.

In terms of Section 40(2)(c)(i) of the Municipal Supply Chain Management Regulations, immovable property is let only at market related prices except when the public interest or the plight of the poor demands otherwise.

It is submitted that the leasing of the municipal building (±400m²) to the Applicants is in the public interest as it will be a contribution to the general public that utilises public transport.

The Applicants are not profit driven organisations. The Applicants represent the taxi industry and protect the interest of the public transport sector in Mossel Bay and ensure compliance with legislation by the various taxi owners. The only income generated by the Applicants are membership fees paid by taxi owners of Mossel Bay.

The Applicants will thus be rendering a service to the community and a deviation from the market related rental requirement is justified in this case, as provided for in Section 40(2)(c)(i).

It is therefore proposed that the municipal building (±400m²) situated on Erf 6738, kwaNonqaba, be leased to the Applicants at ten percent (10%) of the market related value, namely an amount of R430,00 (VAT inclusive) per month.

In terms of Regulation 34(3)(b) of the Asset Transfer Regulations R878, a request to the Municipal Council for authorisation of a Public Participation Process, must be accompanied by an information statement stating: -

- (i) **the reasons for the proposal to grant a long term right to use, control or manage the relevant capital asset;**

The proposed lease period for this property is only for three (3) years therefore long-term rights are not applicable.

- (ii) **any expected benefits to the Municipality that may result from the granting of the right;**

The Municipality will benefit from the monthly rental to be received as well as service fees.

- (iii) **any expected proceeds to be received by the Municipality from the granting of the right;**

Monthly rental as well as service fees to be received from the Applicants.

- (iv) **any expected gain or loss that will be realised or incurred by the Municipality arising from the granting of the right.**

Comments received from Directorate: Financial Services are as follows:

“The property is listed on the Municipal Asset Register at a book value of R1 187 581,41 and classified as Community Assets.”

The Municipality will gain by receiving monthly rental as well as the service fees.

FINANCIAL IMPLICATIONS / FINANSIËLE IMPLIKASIE

Income to the Municipality by receiving monthly rental, as well as the service fees.

RELEVANT LEGISLATION / RELEVANTE WETGEWING

The Local Government: Municipal Finance Management Act, No 56 of 2003.

Local Government: Municipal Finance Management Act, No 56 of 2003: Municipal Asset Transfer Regulations, 2008.

Municipal Supply Chain Management Policy.

Municipal Asset Management Policy.

CONCLUSION / SAMEVATTING

It is therefore proposed that approval be granted to the Applicants to lease the municipal building ($\pm 400\text{m}^2$) situated on Erf 6738, at the corner of Crotz Street and Adriaan Avenue, Asla Park, kwaNonqaba, better known as the Asla Taxi Rank, for a period of three (3) years, at R430,00 per month, in terms of Section 40(2)(c)(i) of the Municipal Supply Chain Management Regulations,

with an annual escalation equal to the CPI percentage, since it is not required for basic municipal purposes, to be utilised as office space and a tuck shop.

RECOMMENDATION

That the following recommendation be made to Council:

1. That approval be granted for the lease of the municipal building ($\pm 400\text{m}^2$), situated on Erf 6738, at the corner of Crotz Street and Adriaans Avenue, Asla Park, kwaNonqaba, better known as the Asla Taxi Rank, as indicated in Annexure B, to Uncedo Service Taxi Association and Mossel Bay Taxi Association, the Applicants, for a period of three (3) years, at R430,00 per month, in terms of Section 40(2)(c)(i) of the Municipal Supply Chain Management Regulations, with an annual escalation equal to the CPI percentage, since it is not required for basic municipal purposes, to be utilised as office space and a tuck shop. The applicable CPI percentage shall be the CPI of two (2) months prior to the date of escalation in terms of the Agreement.
2. That the building be utilised as office space and a tuck shop only and that no other activities be allowed without prior written approval of the Municipality.
3. That the Applicants obtains the necessary business license from the Mossel Bay Municipality and Certificate of Acceptability for Food Premises from the Garden Route District Municipality, for the abovementioned purposes.
4. That the Applicants will not sublet the premises or any portion thereof without the prior written approval of the Municipality.
5. That no other structures/buildings may be erected or renovations done on the property without the prior written building plan approval of the Municipality. Any renovations or additions to the existing structures, must be done in such a manner that the property can still be utilised and operated as a Taxi Rank Facility.
6. That the Applicants will be responsible for the maintenance of the premises and the building and ensures that the building and surrounding area be kept in a good and tidy condition, to the satisfaction of the Municipality.
7. That the Applicants will be responsible for the insurance of the contents as well as to take out Public Liability Insurance, proof of which must be furnished to the Municipality.
8. That the Municipality reserves the right of free access to the property, without notice, for the purpose of inspection, maintenance, renewal, cleansing, repair and construction of municipal services.
9. That the Applicants will be responsible for all costs related to the provision of water, electricity and a sewer connection to the property.
10. That the Applicants will be responsible for the payment of all municipal services in respect of the premises to the satisfaction of the Manager: Income Section.
11. That the Applicants indemnify the Municipality against any claim/damages which may originate as a result of its use of the property, including any stormwater overflow/flooding or other causes that may occur in the future.
12. That all improvements to the premises will become the property of the Municipality and that the Applicants will have no claim of any nature against the Municipality for any

improvements and/or alterations made to the property after the Lease Agreement is ended.

13. That cognisance be taken of the dilapidated condition of the municipal building situated on Erf 6738, kwaNonqaba and that the Director: Community Services submits a full Report at the next adjustment budget to consider the repair and renovation of the building.
14. That the Public Participation Process, as prescribed in the relevant legislation, be followed.
15. That, in addition to the prescribed Public Participation Process, the Council Resolution be referred to the Ward Councillor to bring it under the attention of the Ward Committee and any comments, objections or representations be submitted by the Ward Councillor to the Municipality within thirty (30) days from date of the Council Resolution, following which it will be accepted that there are no comments, objections or representations.
16. That, after the completion of the prescribed Public Participation Process, this Item be referred back to Council for further consideration.
17. That no rights and/or obligations be vested prior to a final decision made by Council and the Lease Agreement being signed by both parties.”

NOTE:

Please consult the complete annexures as attached to the agenda for the Planning and Economic Development Services Committee Meeting which was held on 16 July 2025 (Item PE92-07/2025) for more details.

RECOMMENDATION TO COUNCIL

1. That approval be granted for the lease of the municipal building ($\pm 400\text{m}^2$), situated on Erf 6738, at the corner of Crotz Street and Adriaans Avenue, Asla Park, kwaNonqaba, better known as the Asla Taxi Rank, as indicated in Annexure B, to Uncedo Service Taxi Association and Mossel Bay Taxi Association, the Applicants, for a period of three (3) years, at R430,00 per month, in terms of Section 40(2)(c)(i) of the Municipal Supply Chain Management Regulations, with an annual escalation equal to the CPI percentage, since it is not required for basic municipal purposes, to be utilised as office space and a tuck shop. The applicable CPI percentage shall be the CPI of two (2) months prior to the date of escalation in terms of the Agreement.
2. That the building be utilised as office space and a tuck shop only and that no other activities be allowed without prior written approval of the Municipality.
3. That the Applicants obtains the necessary business license from the Mossel Bay Municipality and Certificate of Acceptability for Food Premises from the Garden Route District Municipality, for the abovementioned purposes.
4. That the Applicants will not sublet the premises or any portion thereof without the prior written approval of the Municipality.
5. That no other structures/buildings may be erected or renovations done on the property without the prior written building plan approval of the Municipality. Any renovations or additions to the existing structures, must be done in such a manner that the property can still be utilised and operated as a Taxi Rank Facility.

6. That the Applicants will be responsible for the maintenance of the premises and the building and ensures that the building and surrounding area be kept in a good and tidy condition, to the satisfaction of the Municipality.
7. That the Applicants will be responsible for the insurance of the contents as well as to take out Public Liability Insurance, proof of which must be furnished to the Municipality.
8. That the Municipality reserves the right of free access to the property, without notice, for the purpose of inspection, maintenance, renewal, cleansing, repair and construction of municipal services.
9. That the Applicants will be responsible for all costs related to the provision of water, electricity and a sewer connection to the property.
10. That the Applicants will be responsible for the payment of all municipal services in respect of the premises to the satisfaction of the Manager: Income Section.
11. That the Applicants indemnify the Municipality against any claim/damages which may originate as a result of its use of the property, including any stormwater overflow/flooding or other causes that may occur in the future.
12. That all improvements to the premises will become the property of the Municipality and that the Applicants will have no claim of any nature against the Municipality for any improvements and/or alterations made to the property after the Lease Agreement is ended.
13. That cognisance be taken of the dilapidated condition of the municipal building situated on Erf 6738, kwaNonqaba and that the Director: Community Services submits a full Report at the next adjustment budget to consider the repair and renovation of the building.
14. That the Public Participation Process, as prescribed in the relevant legislation, be followed.
15. That, in addition to the prescribed Public Participation Process, the Council Resolution be referred to the Ward Councillor to bring it under the attention of the Ward Committee and any comments, objections or representations be submitted by the Ward Councillor to the Municipality within thirty (30) days from date of the Council Resolution, following which it will be accepted that there are no comments, objections or representations.
16. That, after the completion of the prescribed Public Participation Process, this Item be referred back to Council for further consideration.
17. That no rights and/or obligations be vested prior to a final decision made by Council and the Lease Agreement being signed by both parties.

E215-07/2025

APPLICATION FOR THE RENEWAL OF THE LEASE OF PARKING AREA: BAYSIDE CENTRE, BLAND STREET: PORTIONS OF ERF 3069 (±2 310M²), ERF 3071 (±1 730M²) AND ERF 2165 (± 2 048M²), MOSSEL BAY: PACIFIC PARAMOUNT PROPERTIES (PTY) LTD

File Number: 15/4/18/2; 15/4/18/5; 15/4/18/11

Report By: D Steyn

PURPOSE AND BACKGROUND / DOEL EN AGTERGROND

In terms of Executive Mayoral Committee Resolution PE93-07/2025 it was resolved as follows:

“That the following recommendation be made to Council:

1. That cognisance be taken that the current Lease Agreement regarding the parking area surrounding the Bayside Centre, has lapsed in May 2025.
2. That cognisance be taken of the request for renewal and proposal received from Pacific Paramount Properties (Pty) Ltd (Annexure ‘A’).
3. That cognisance be taken that the parking area can be divided into four (4) areas, namely ‘A’, ‘B’, ‘C’ and ‘D’ (Annexure ‘B’).
4. That cognisance be taken that these parking areas are of high importance as it not only provides parking to the Bayside Centre, but also to surrounding business and contributes to the upliftment and stimulation of Economic Development in the area.
5. That, with regards to area ‘A’, approval be granted for the lease of this portion of the parking area at Bayside Centre, Bland Street, namely a portion of Erf 3071 ($\pm 1\,730\text{m}^2$) Mossel Bay, to Pacific Paramount Properties (Pty) Ltd (hereinafter referred to as the Applicant), since it is not required for basic municipal purposes, for a period of five (5) years, at a rental amount of R7 200,00 per month (VAT inclusive), with an annual escalation equal to the CPI percentage, to be utilised for parking purposes. The applicable CPI percentage shall be the CPI of two (2) months prior to the date of escalation in terms of the agreement.
6. That the Applicant be allowed to fence off the leased area, indicated as area ‘A’ on the Locality Plan annexed hereto and marked “B”, with Clearvu fencing, or similar, on the Market Street side, to be used exclusively as parking area for the Bayside Centre, excluding the tourism route furniture area on the corner of Market and Church Street.
7. That the necessary Building Plan Application for the fence, be submitted to the Municipality before erection of the fence.
8. That the Applicant provide their own security services in the form of trained professional security guards (not car watches), within the leased parking area.
9. That the Applicant be allowed to install control points and levy a parking fee at the entrance to the fenced leased area and that it be done in such a way not to cause any traffic congestion and staggering of vehicles in Church Street.
10. That the Applicant will be responsible to beautify and upgrade the lease area on portion of Erf 3071 (indicated as ‘A’ on the locality plan) by planting trees and constructing a new pavement, at its own costs, to the satisfaction of the Municipality.
11. That the Applicant will be responsible to repaint the parking bays and upgrade the pavements and signage in the leased area in accordance with the standards of the Mossel Bay Tourism Route.
12. That the leased premises will only be used for parking purposes and no buildings/structures may be erected on the premises without prior written approval from the Municipality.

13. That the Applicant will not cede, assign or transfer its rights under the Agreement nor sublet the lease area or any portion thereof without prior written approval from the Municipality.
14. That the Applicant will ensure that the premises is, at all relevant times, properly insured against all public liability and other risks that may arise from or be associated with the lease of the premises and shall not do or omit to do anything which may affect any Insurance Policy which the Municipality may have in place in respect of the property or premiums payable in respect thereof.
15. That the Applicant will not utilise any portion of the premises for the display of outdoor advertising or signage, or change existing signage, without prior written approval of the Municipality as well as approval in terms of the Mossel Bay Municipal By-Law Relating to Outdoor Advertising.
16. That the Applicant will be liable for the payment of all services in respect of the premises. Payment will be made to the Municipality on the relevant due dates as set out in the account to the Applicant.
17. That possession obtained in terms of this Agreement does not grant the Applicant with any rights of servitude and the Applicant shall, at the expiration of this Agreement, whether by effluxion of time or otherwise, restore and deliver to the Municipality the said premises in a condition satisfactory to the Municipality.
18. That, should the Agreement be terminated, the Applicant shall remove all improvements, at its own cost, and repair and make good any damage caused to the premises by the removal of any fittings or fixtures.
19. That, should the Applicant not remove all within a reasonable time, the Municipality may remove such improvements at the Applicant's cost and the Applicant shall not be entitled to any compensation for improvements thus removed.
20. That the Applicant hereby undertakes to indemnify and keep the Municipality indemnified against all actions, proceedings, claims, demands, costs, compensation and expenditure which might be imposed or claimed from the Municipality or which the Municipality might pay, sustained or incur in respect of the premises leased.
21. That the Municipality reserves the right to free access to the premises, without notice, for as many of its officials as may be necessary for the purpose of inspection, maintenance, renewal, cleaning, repairs and construction of existing municipal services, or which the Municipality may in future lay in or across the land. The Applicant shall not build over, alter or in any way disturb such services except under the express written consent of the Municipality.
22. That the Applicant will maintain the premises in good and tidy conditions to the satisfaction of the Municipality. The land and immediate surrounding area must be cleared of any rubbish/rubble.
23. That, with regard to area 'B' and 'C', approval be granted that it remains open public parking.
24. That, with regard to area 'D', approval be granted that it be alienated for future development and that a separate Item be submitted to Council in this regard.
25. That the portions of Adam-, Undercliff- and Market Streets be kept open for public use.

26. That the Applicant be responsible for all costs related to the application, including advertising costs.
27. That the Public Participation Process, as prescribed in the relevant legislation, be followed.
28. That, in addition to the prescribed Public Participation Process, the Council Resolution be referred to the Ward Councillor to bring it under the attention of the Ward Committee and that any comments, objections or representations be submitted by the Ward Councillor to the Municipality within thirty (30) days from date of the Council Resolution, failing which, it will be accepted that there are no comments, objections or representations.
29. That, after completion of the Prescribed Public Participation Process, this Item be referred back to the Council for further consideration.
30. That no rights and/or obligations will be vested before final approval by Council and the signing of a Lease Agreement by both Parties.”

The Item which served before the Executive Mayoral Committee on 22 July 2025 reads as follows:

“The purpose of this Item is to consider the application for the renewal of the Lease Agreement of the parking area at Bayside Centre, portions of Erf 3069 ($\pm 2\,310\text{m}^2$), Erf 3071 ($\pm 1\,730\text{m}^2$) and Erf 2165 ($\pm 2\,048\text{m}^2$) Mossel Bay, a total area of $\pm 6\,088\text{m}^2$ in extent, to Pacific Paramount Properties (Pty) Ltd (hereinafter referred to as the Applicant), since it is not required for basic municipal purposes, to be utilised for parking purposes.

DISCUSSION AND MOTIVATION / BESPREEKING EN MOTIVERING

The Applicant applies to renew the lease of the public parking areas near the shopping centre, south and west of the security fence along Adam and Undercliff Streets and east of Church Street, including the relevant portions of Adam-, Undercliff and Market Streets (which will remain open for public use) as well as the small parking area to the south of the Centre, north of Bland Street. The Applicant also requests that portions of the parking area be fenced off to enhance security for the tenants and customers of the Centre.

A copy of the Application as well as the Locality Plan are annexed hereto, marked ‘A’ and ‘B’ respectively.

The Directorate: Planning and Economic Development commented as follows on the request to fence off portions of the parking area: *“The whole idea in the Mossel Bay CBD is to encourage the removal of fences and encourage pedestrian movement. The proposal will impact negatively on the functioning of the larger business node and our Tourist Office.”*

The fencing of portions of the parking area is also not supported by the Ward Councillor as it is not in line with the Policy of creating healthy urban environments and will fragment public spaces, to which the community has a right of access.

Following further internal discussions, it is proposed that only the portion of Erf 3071 between the Bayside Centre and Market Street ($\pm 1\,730\text{m}^2$), as indicated on the attached Locality Plan as area ‘A’, be leased to the Applicant to be utilised as a parking area.

It is furthermore proposed that areas 'B' and 'C' remain open public parking and that area 'D' be alienated for future development.

The Municipal Valuer determined the market related rental for this portion of Erf 3071 ($\pm 1\,730\text{m}^2$) at R7 200,00 per month.

A copy of the Valuer's Report is annexed hereto, marked 'C'.

The Applicant will also be required to repaint the parking bays and upgrade the pavements and signage in accordance with the standards of the Mossel Bay Tourism Route, as well as to provide trained professional security guards (not car watches) on the leased premises. The Applicant will be allowed to fence off this portion for controlled access and levy parking fees.

In terms of Regulation 34(3)(b) of the Asset Transfer Regulations R878, a request to the Municipal Council for authorisation of a Public Participation Process must be accompanied by an information statement stating:

- (i) the reasons for the proposal to grant a long term right to use, control or manage the relevant capital asset;**

The proposed lease period for the property is only for five (5) years, therefore long term rights are not applicable.

- (ii) any expected benefit to the Municipality that may result from the granting of the right;**

The Municipality will benefit from the monthly rental to be received, as well as improvements made to the leased property.

- (iii) any expected proceeds to be received by the Municipality from the granting of the right; and**

Monthly rental as well as the service fees to be received from the Applicant.

- (iv) any expected gain or loss that will be realised or incurred by the Municipality arising from the granting of the right.**

The Municipality will gain by receiving monthly rental from the Applicant.

FINANCIAL IMPLICATIONS / FINANSIËLE IMPLIKASIE

Comments received from Directorate: Financial Services are as follows:

"Erf 3071, Mossel Bay ($\pm 1\,974.02\text{m}^2$) is listed on the Municipal Asset Register at a book value of R475 000,00 and classified as Roads Infrastructure."

Directorate: Financial Services has no objection to the proposed renewal of the lease.

The Municipality will gain by receiving monthly rental from the Applicant. The parking area will be for the benefit of the community.

RELEVANT LEGISLATION / RELEVANTE WETGEWING

The Local Government: Municipal Finance Management Act, No 56 of 2003.

The Local Government: Municipal Finance Management Act, No 56 of 2003: Municipal Asset Transfer Regulations, 2008.

Municipal Asset Management Policy.

CONCLUSION / SAMEVATTING

It is therefore proposed that approval be granted for the renewal of the Lease Agreement of only one portion of the parking area at Bayside Centre, Bland Street, namely a portion of Erf 3071 ($\pm 1\,730\text{m}^2$), Mossel Bay, indicated as area 'A' on the Locality Plan annexed hereto and marked 'B', to Pacific Paramount Properties (Pty) Ltd (hereinafter referred to as the Applicant), since it is not required for basic municipal purposes, for a period of five (5) years, at a rental amount of R7 200,00 per month (VAT inclusive), with an annual escalation equal to the CPI percentage, to be utilised for parking purposes.

RECOMMENDATION / AANBEVELING

That the following recommendation be made to Council:

1. That cognisance be taken that the current Lease Agreement regarding the parking area surrounding the Bayside Centre, has lapsed in May 2025.
2. That cognisance be taken of the request for renewal and proposal received from Pacific Paramount Properties (Pty) Ltd (Annexure 'A').
3. That cognisance be taken that the parking area can be divided into four (4) areas, namely 'A', 'B', 'C' and 'D' (Annexure 'B').
4. That cognisance be taken that these parking areas are of high importance as it not only provides parking to the Bayside Centre, but also to surrounding business and contributes to the upliftment and stimulation of Economic Development in the area.
5. That, with regards to area 'A', approval be granted for the lease of this portion of the parking area at Bayside Centre, Bland Street, namely a portion of Erf 3071 ($\pm 1\,730\text{m}^2$) Mossel Bay, to Pacific Paramount Properties (Pty) Ltd (hereinafter referred to as the Applicant), since it is not required for basic municipal purposes, for a period of five (5) years, at a rental amount of R7 200,00 per month (VAT inclusive), with an annual escalation equal to the CPI percentage, to be utilised for parking purposes. The applicable CPI percentage shall be the CPI of two (2) months prior to the date of escalation in terms of the agreement.
6. That the Applicant be allowed to fence off the leased area, indicated as area 'A' on the Locality Plan annexed hereto and marked "B", with Clearvu fencing, or similar, on the Market Street side, to be used exclusively as parking area for the Bayside Centre, excluding the tourism route furniture area on the corner of Market and Church Street.
7. That the necessary Building Plan Application for the fence, be submitted to the Municipality before erection of the fence.
8. That the Applicant provide their own security services in the form of trained professional security guards (not car watches), within the leased parking area.

9. That the Applicant be allowed to install control points and levy a parking fee at the entrance to the fenced leased area and that it be done in such a way not to cause any traffic congestion and staggering of vehicles in Church Street.
10. That the Applicant will be responsible to beautify and upgrade the lease area on portion of Erf 3071 (indicated as 'A' on the locality plan) by planting trees and constructing a new pavement, at its own costs, to the satisfaction of the Municipality.
11. That the Applicant will be responsible to repaint the parking bays and upgrade the pavements and signage in the leased area in accordance with the standards of the Mossel Bay Tourism Route.
12. That the leased premises will only be used for parking purposes and no buildings/structures may be erected on the premises without prior written approval from the Municipality.
13. That the Applicant will not cede, assign or transfer its rights under the Agreement nor sublet the lease area or any portion thereof without prior written approval from the Municipality.
14. That the Applicant will ensure that the premises is, at all relevant times, properly insured against all public liability and other risks that may arise from or be associated with the lease of the premises and shall not do or omit to do anything which may affect any Insurance Policy which the Municipality may have in place in respect of the property or premiums payable in respect thereof.
15. That the Applicant will not utilise any portion of the premises for the display of outdoor advertising or signage, or change existing signage, without prior written approval of the Municipality as well as approval in terms of the Mossel Bay Municipal By-Law Relating to Outdoor Advertising.
16. That the Applicant will be liable for the payment of all services in respect of the premises. Payment will be made to the Municipality on the relevant due dates as set out in the account to the Applicant.
17. That possession obtained in terms of this Agreement does not grant the Applicant with any rights of servitude and the Applicant shall, at the expiration of this Agreement, whether by effluxion of time or otherwise, restore and deliver to the Municipality the said premises in a condition satisfactory to the Municipality.
18. That, should the Agreement be terminated, the Applicant shall remove all improvements, at its own cost, and repair and make good any damage caused to the premises by the removal of any fittings or fixtures.
19. That, should the Applicant not remove all within a reasonable time, the Municipality may remove such improvements at the Applicant's cost and the Applicant shall not be entitled to any compensation for improvements thus removed.
20. That the Applicant hereby undertakes to indemnify and keep the Municipality indemnified against all actions, proceedings, claims, demands, costs, compensation and expenditure which might be imposed or claimed from the Municipality or which the Municipality might pay, sustained or incur in respect of the premises leased.
21. That the Municipality reserves the right to free access to the premises, without notice, for as many of its officials as may be necessary for the purpose of inspection, maintenance, renewal, cleaning, repairs and construction of existing municipal services, or which the

Municipality may in future lay in or across the land. The Applicant shall not build over, alter or in any way disturb such services except under the express written consent of the Municipality.

22. That the Applicant will maintain the premises in good and tidy conditions to the satisfaction of the Municipality. The land and immediate surrounding area must be cleared of any rubbish/rubble.
23. That, with regard to area 'B' and 'C', approval be granted that it remains open public parking.
24. That, with regard to area 'D', approval be granted that it be alienated for future development and that a separate Item be submitted to Council in this regard.
25. That the portions of Adam-, Undercliff- and Market Streets be kept open for public use.
26. That the Applicant be responsible for all costs related to the application, including advertising costs.
27. That the Public Participation Process, as prescribed in the relevant legislation, be followed.
28. That, in addition to the prescribed Public Participation Process, the Council Resolution be referred to the Ward Councillor to bring it under the attention of the Ward Committee and that any comments, objections or representations be submitted by the Ward Councillor to the Municipality within thirty (30) days from date of the Council Resolution, failing which, it will be accepted that there are no comments, objections or representations.
29. That, after completion of the Prescribed Public Participation Process, this Item be referred back to the Council for further consideration.
30. That no rights and/or obligations will be vested before final approval by Council and the signing of a Lease Agreement by both Parties."

NOTE:

Please consult the complete annexures as attached to the agenda for the Planning and Economic Development Services Committee Meeting which was held on 16 July 2025 (Item PE93-07/2025) for more details.

RECOMMENDATION TO COUNCIL

1. That cognisance be taken that the current Lease Agreement regarding the parking area surrounding the Bayside Centre, has lapsed in May 2025.
2. That cognisance be taken of the request for renewal and proposal received from Pacific Paramount Properties (Pty) Ltd (Annexure 'A').
3. That cognisance be taken that the parking area can be divided into four (4) areas, namely 'A', 'B', 'C' and 'D' (Annexure 'B').
4. That cognisance be taken that these parking areas are of high importance as it not only provides parking to the Bayside Centre, but also to surrounding business and contributes to the upliftment and stimulation of Economic Development in the area.

5. That, with regards to area 'A', approval be granted for the lease of this portion of the parking area at Bayside Centre, Bland Street, namely a portion of Erf 3071 ($\pm 1\,730\text{m}^2$) Mossel Bay, to Pacific Paramount Properties (Pty) Ltd (hereinafter referred to as the Applicant), since it is not required for basic municipal purposes, for a period of five (5) years, at a rental amount of R7 200,00 per month (VAT inclusive), with an annual escalation equal to the CPI percentage, to be utilised for parking purposes. The applicable CPI percentage shall be the CPI of two (2) months prior to the date of escalation in terms of the agreement.
6. That the Applicant be allowed to fence off the leased area, indicated as area 'A' on the Locality Plan annexed hereto and marked "B", with Clearvu fencing, or similar, on the Market Street side, to be used exclusively as parking area for the Bayside Centre, excluding the tourism route furniture area on the corner of Market and Church Street.
7. That the necessary Building Plan Application for the fence, be submitted to the Municipality before erection of the fence.
8. That the Applicant provide their own security services in the form of trained professional security guards (not car watches), within the leased parking area.
9. That the Applicant be allowed to install control points and levy a parking fee at the entrance to the fenced leased area and that it be done in such a way not to cause any traffic congestion and staggering of vehicles in Church Street.
10. That the Applicant will be responsible to beautify and upgrade the lease area on portion of Erf 3071 (indicated as 'A' on the locality plan) by planting trees and constructing a new pavement, at its own costs, to the satisfaction of the Municipality.
11. That the Applicant will be responsible to repaint the parking bays and upgrade the pavements and signage in the leased area in accordance with the standards of the Mossel Bay Tourism Route.
12. That the leased premises will only be used for parking purposes and no buildings/structures may be erected on the premises without prior written approval from the Municipality.
13. That the Applicant will not cede, assign or transfer its rights under the Agreement nor sublet the lease area or any portion thereof without prior written approval from the Municipality.
14. That the Applicant will ensure that the premises is, at all relevant times, properly insured against all public liability and other risks that may arise from or be associated with the lease of the premises and shall not do or omit to do anything which may affect any Insurance Policy which the Municipality may have in place in respect of the property or premiums payable in respect thereof.
15. That the Applicant will not utilise any portion of the premises for the display of outdoor advertising or signage, or change existing signage, without prior written approval of the Municipality as well as approval in terms of the Mossel Bay Municipal By-Law Relating to Outdoor Advertising.
16. That the Applicant will be liable for the payment of all services in respect of the premises. Payment will be made to the Municipality on the relevant due dates as set out in the account to the Applicant.

17. That possession obtained in terms of this Agreement does not grant the Applicant with any rights of servitude and the Applicant shall, at the expiration of this Agreement, whether by effluxion of time or otherwise, restore and deliver to the Municipality the said premises in a condition satisfactory to the Municipality.
18. That, should the Agreement be terminated, the Applicant shall remove all improvements, at its own cost, and repair and make good any damage caused to the premises by the removal of any fittings or fixtures.
19. That, should the Applicant not remove all within a reasonable time, the Municipality may remove such improvements at the Applicant's cost and the Applicant shall not be entitled to any compensation for improvements thus removed.
20. That the Applicant hereby undertakes to indemnify and keep the Municipality indemnified against all actions, proceedings, claims, demands, costs, compensation and expenditure which might be imposed or claimed from the Municipality or which the Municipality might pay, sustained or incur in respect of the premises leased.
21. That the Municipality reserves the right to free access to the premises, without notice, for as many of its officials as may be necessary for the purpose of inspection, maintenance, renewal, cleaning, repairs and construction of existing municipal services, or which the Municipality may in future lay in or across the land. The Applicant shall not build over, alter or in any way disturb such services except under the express written consent of the Municipality.
22. That the Applicant will maintain the premises in good and tidy conditions to the satisfaction of the Municipality. The land and immediate surrounding area must be cleared of any rubbish/rubble.
23. That, with regard to area 'B' and 'C', approval be granted that it remains open public parking.
24. That, with regard to area 'D', approval be granted that it be alienated for future development and that a separate Item be submitted to Council in this regard.
25. That the portions of Adam-, Undercliff- and Market Streets be kept open for public use.
26. That the Applicant be responsible for all costs related to the application, including advertising costs.
27. That the Public Participation Process, as prescribed in the relevant legislation, be followed.
28. That, in addition to the prescribed Public Participation Process, the Council Resolution be referred to the Ward Councillor to bring it under the attention of the Ward Committee and that any comments, objections or representations be submitted by the Ward Councillor to the Municipality within thirty (30) days from date of the Council Resolution, failing which, it will be accepted that there are no comments, objections or representations.
29. That, after completion of the Prescribed Public Participation Process, this Item be referred back to the Council for further consideration.
30. That no rights and/or obligations will be vested before final approval by Council and the signing of a Lease Agreement by both Parties.

E216-07/2025**APPLICATION FOR THE RENEWAL OF THE LEASE
AGREEMENT FOR A PORTION OF PORTION 8 OF THE FARM
RIETVALLEY NO 225, MOSSEL BAY (±20 490M²) TO CAPE
KAROO INTERNATIONAL (PTY) LTD**

File Number: 15/4/31/15/5

Report By: D Steyn

PURPOSE AND BACKGROUND / DOEL EN AGTERGROND

In terms of Executive Mayoral Committee Resolution PE94-07/2025 it was resolved as follows:

“That the following recommendation be made to Council:

1. That cognisance be taken that the prescribed Public Participation Process was duly followed and the Resolution referred to the Ward Councillor and no comments and or objections were received from the public.
2. That Council Resolution E101-04/2025, be implemented as follows:
 - “1. *That approval be granted to the Applicant, Cape Karoo International (Pty) Ltd, for the renewal of the Lease Agreement of a portion of Portion 8 of the Farm Rietvalley No 225, Mossel Bay (±20 490m²), as indicated on the Locality Plan marked ‘B’, for a period of three (3) years at a market related rental amount of R7 045,00 per month (VAT inclusive), with an annual escalation equal to the CPI percentage, to be utilised for Business purposes (overnight pens, evaporation dams and erection of removable solar panels), since it is not required for basic municipal purposes. The applicable CPI percentage shall be the CPI of two (2) months prior to the date of escalation in terms of the agreement.*
 2. *That no other buildings/structures may be erected on the premises without the prior written approval of the Municipality.*
 3. *That building plans be submitted to the Municipality for approval before commencement of any construction on the premises.*
 4. *That the Applicant will not sublet the erf or any portion thereof without prior written approval of the Municipality.*
 5. *That the Applicant be responsible for the maintenance of the buildings as well as the premises to the satisfaction of the Municipality.*
 6. *That no structural changes or improvements may be affected without prior written approval of the Municipality.*
 7. *That the Applicant will indemnify the Municipality against any claim which may originate as a result of its use of the property.*
 8. *That the Municipality reserves the right of free access to the property, without notice, for the purpose of inspection, maintenance, renewal, cleaning, repair and construction of municipal services.*

9. *That the Applicant will be responsible for the Insurance of its contents as well as to take out Public Liability Insurance, proof of which must be furnished to the Municipality.*
10. *That, at the termination of the Agreement, all the removable solar panels on the property be removed by the Applicant and the area utilised for this purpose, be rehabilitated to the satisfaction of the Municipality within 30 days.*
11. *That permanent improvements and structures on the property will become the property of the Municipality and the Applicant will have no claim for enrichment against the Municipality as a result of any permanent improvements made to the property.*
12. *The Applicant will not utilise any portion of the premises for the display of outdoor advertising and signage, or change existing signage, without prior written approval of the Municipality as well as approval in terms of the Mossel Bay Municipal By-Law Relating to Outdoor Advertising.*
13. *That the Applicant will be responsible for the payment of all municipal services in respect of the premises to the satisfaction of the Manager: Income Section.*
14. *That all wastewater from the premises must comply with the requirements as set by the Director: Infrastructure Services. The Applicant will be responsible to ensure that water destined for Pinnacle Point will not be contaminated or polluted by its activities.*
15. *That the Applicant be responsible for all costs related to the application, including advertising costs.*
16. *That no rights and/or obligations be vested prior to the Lease Agreement being signed by both parties.”*

The Item which served before the Executive Mayoral Committee on 22 July 2025 reads as follows:

“This Item is submitted to Council to acquire approval for the renewal of the Lease Agreement for a portion of Portion 8 of the Farm Rietvalley No 225, Mossel Bay ($\pm 20\,490\text{m}^2$), to Cape Karoo International (Pty) Ltd (hereinafter referred to as the Applicant), for a period of three (3) years, at a market related rental amount of R7 045,00 (VAT inclusive) per month, with an annual escalation equal to the CPI percentage, since it is not required for basic municipal purposes, to be utilised for Business purposes (overnight pens, evaporation dams and erection of removable solar panels).

DISCUSSION AND MOTIVATION / BESPREKING EN MOTIVERING

During Council Meeting held on 24 April 2025, Council Resolution E101-04/2025, it was resolved as follows:

- “1. *That approval be granted to the Applicant, Cape Karoo International (Pty) Ltd, for the renewal of the Lease Agreement of a portion of Portion 8 of the Farm Rietvalley No 225, Mossel Bay ($\pm 20\,490\text{m}^2$), as indicated on the Locality Plan marked ‘B’, for a period of three (3) years at a market related rental amount of R7 045,00 per month (VAT inclusive), with an annual escalation equal to the CPI percentage, to be utilised for Business purposes (overnight pens, evaporation dams and erection of removable solar panels), since it is not required for basic municipal purposes. The applicable CPI percentage*

shall be the CPI of two (2) months prior to the date of escalation in terms of the Agreement.

- 2. That no other buildings/structures may be erected on the premises without the prior written approval of the Municipality.*
- 3. That building plans be submitted to the Municipality for approval before commencement of any construction on the premises.*
- 4. That the Applicant will not sublet the erf or any portion thereof without prior written approval of the Municipality.*
- 5. That the Applicant be responsible for the maintenance of the buildings as well as the premises to the satisfaction of the Municipality.*
- 6. That no structural changes or improvements may be affected without prior written approval of the Municipality.*
- 7. That the Applicant will indemnify the Municipality against any claim which may originate as a result of its use of the property. That the Municipality reserves the right of free access to the property, without notice, for the purpose of inspection, maintenance, renewal, cleaning, repair and construction of municipal services.*
- 8. That the Applicant will be responsible for the Insurance of its contents as well as to take out Public Liability Insurance, proof of which must be furnished to the Municipality.*
- 9. That, at the termination of the Agreement, all the removable solar panels on the property be removed by the Applicant and the area utilised for this purpose, be rehabilitated to the satisfaction of the Municipality within 30 days.*
- 10. That permanent improvements and structures on the property will become the property of the Municipality and the Applicant will have no claim for enrichment against the Municipality as a result of any permanent improvements made to the property.*
- 11. The Applicant will not utilise any portion of the premises for the display of outdoor advertising and signage, or change existing signage, without prior written approval of the Municipality as well as approval in terms of the Mossel Bay Municipal By-Law Relating to Outdoor Advertising.*
- 12. That the Applicant will be responsible for the payment of all municipal services in respect of the premises to the satisfaction of the Manager: Income Section.*
- 13. That all wastewater from the premises must comply with the requirements as set by the Director: Infrastructure Services. The Applicant will be responsible to ensure that water destined for Pinnacle Point will not be contaminated or polluted by its activities.*
- 14. That the Applicant be responsible for all costs related to the application, including advertising costs.*
- 15. That the Public Participation Process as prescribed in the relevant legislation be followed.*
- 16. That, in addition to the prescribed Public Participation Process, the Council Resolution be referred to the Ward Councillor to bring it under the attention of the Ward Committee and that any comments, objections or representations be submitted by the Ward Councillor to the Municipality within thirty (30) days from date of the Council Resolution, failing which, it will be accepted that there are no comments, objections or representations.*

17. *That after completion of the prescribed Public Participation Process, this Item be referred back to the Municipal Manager for further consideration.*
18. *That no rights and/or obligations be vested prior to the Lease Agreement being signed by both parties."*

The prescribed Public Participation Process was duly followed and the Council Resolution referred to the Ward Councillor and no comments and or objections were received.

The property is not required for the rendering of the minimum level of basic municipal services and can therefore be leased.

A copy of the Locality Plan was annexed, marked 'B'.

In terms of Regulation 36 of the Asset Transfer Regulations R878, the Municipal Council must, when considering approval for any proposed granting of the right to use, control or manage a capital asset, take into account:

- (a) **whether the capital asset will be required for the Municipality's own use during the period for which the right is to be granted;**

This portion of the asset is not required for municipal use.

- (b) **the extent to which any compensation to be received for the right together with the estimated value of any improvements or enhancements to the capital asset that the private sector party or organ of state to whom the right is granted will be required to make, will result in a significant economic or financial benefit to the Municipality;**

There will be financial benefit to the Municipality through the monthly rental to be received.

- (c) **the risks and rewards associated with the use, control or management of the capital asset in relation to the Municipality's interests;**

No risks are involved, and the utilisation of the asset will be to the benefit of the community of Mossel Bay.

- (d) **any comments or representations on the proposed granting of the right received from the local community and other interested persons;**

The required Public Participation Process was followed and no objections were received to the application for the renewal of the Lease Agreement for a portion of Portion 8 of the Farm Rietvalley No 225, Mossel Bay, for a period of three (3) years.

- (e) **any written views and recommendations on the proposed granting of the right by the National Treasury and the relevant Provincial Treasury;**

The Municipal Valuer determined the market value of this portion of Portion 8 of the Farm Rietvalley No 225, Mossel Bay ($\pm 20\,490\text{m}^2$) at R2 300 000,00 (VAT inclusive). The market related rental was determined at an amount of R11 500,00 per month (VAT inclusive).

The lease period of the property is less than ten years. Therefore the written views and recommendations of the National Treasury and the relevant Provincial Treasury are not required.

- (f) **the interests of any affected organ of state, the Municipality's own strategic, legal and economic interests and the interests of the local community; and**

The rental of the property is to the benefit of the local community.

(g) compliance with the legislative regime applicable to the proposed granting of the right.

The application is in compliance with:

The Local Government: Municipal Finance Management Act, No 56 of 2003.

The Local Government: Municipal Finance Management Act, No 56 of 2003: Municipal Asset Transfer Regulations, 2008.

Municipal Assets Management Policy.

FINANCIAL IMPLICATIONS / FINANSIËLE IMPLIKASIES

The Municipality will gain by receiving monthly rental as well as services fees from the Applicant.

RELEVANT LEGISLATION / RELEVANTE WETGEWING

The Local Government: Municipal Finance Management Act, No 56 of 2003.

The Local Government: Municipal Finance Management Act, No 56 of 2003; Municipal Asset Transfer Regulations, 2008.

Municipal Asset Management Policy.

CONCLUSION / SAMEVATTING

It is therefore proposed that approval be granted to the Applicant, Cape Karoo International (Pty) Ltd, for the renewal of the Lease Agreement of a portion of Portion 8 of the Farm Rietvalley No 225, Mossel Bay ($\pm 20\,490\text{m}^2$), as indicated on the Locality Plan marked 'B', for a period of three (3) years at a market related rental amount of R7 045,00 per month (VAT inclusive), with an annual escalation equal to the CPI percentage, to be utilised for Business purposes (overnight pens, evaporation dams and erection of removable solar panels), since it is not required for basic municipal purposes. The applicable CPI percentage shall be the CPI of two (2) months prior to the date of escalation in terms of the Agreement.

RECOMMENDATION

That the following recommendation be made to Council:

1. That cognisance be taken that the prescribed Public Participation Process was duly followed and the Resolution referred to the Ward Councillor and no comments and or objections were received from the public.
2. That Council Resolution E101-04/2025, be implemented as follows:
 - "1. That approval be granted to the Applicant, Cape Karoo International (Pty) Ltd, for the renewal of the Lease Agreement of a portion of Portion 8 of the Farm Rietvalley No 225, Mossel Bay ($\pm 20\,490\text{m}^2$), as indicated on the Locality Plan marked 'B', for a period of three (3) years at a market related rental amount of R7 045,00 per month (VAT inclusive), with an annual escalation equal to the CPI percentage, to be utilised for Business purposes (overnight pens, evaporation dams and erection of removable solar panels), since it is not required for basic municipal purposes. The applicable CPI percentage shall be the CPI of two (2) months prior to the date of escalation in terms of the agreement.

2. *That no other buildings/structures may be erected on the premises without the prior written approval of the Municipality.*
3. *That building plans be submitted to the Municipality for approval before commencement of any construction on the premises.*
4. *That the Applicant will not sublet the erf or any portion thereof without prior written approval of the Municipality.*
5. *That the Applicant be responsible for the maintenance of the buildings as well as the premises to the satisfaction of the Municipality.*
6. *That no structural changes or improvements may be affected without prior written approval of the Municipality.*
7. *That the Applicant will indemnify the Municipality against any claim which may originate as a result of its use of the property.*
8. *That the Municipality reserves the right of free access to the property, without notice, for the purpose of inspection, maintenance, renewal, cleaning, repair and construction of municipal services.*
9. *That the Applicant will be responsible for the Insurance of its contents as well as to take out Public Liability Insurance, proof of which must be furnished to the Municipality.*
10. *That, at the termination of the Agreement, all the removable solar panels on the property be removed by the Applicant and the area utilised for this purpose, be rehabilitated to the satisfaction of the Municipality within 30 days.*
11. *That permanent improvements and structures on the property will become the property of the Municipality and the Applicant will have no claim for enrichment against the Municipality as a result of any permanent improvements made to the property.*
12. *The Applicant will not utilise any portion of the premises for the display of outdoor advertising and signage, or change existing signage, without prior written approval of the Municipality as well as approval in terms of the Mossel Bay Municipal By-Law Relating to Outdoor Advertising.*
13. *That the Applicant will be responsible for the payment of all municipal services in respect of the premises to the satisfaction of the Manager: Income Section.*
14. *That all wastewater from the premises must comply with the requirements as set by the Director: Infrastructure Services. The Applicant will be responsible to ensure that water destined for Pinnacle Point will not be contaminated or polluted by its activities.*
15. *That the Applicant be responsible for all costs related to the application, including advertising costs.*
16. *That no rights and/or obligations be vested prior to the Lease Agreement being signed by both parties.”*

NOTE:

Please consult the complete annexures as attached to the agenda for the Planning and Economic Development Services Committee Meeting which was held on 16 July 2025 (Item PE94-07/2025) for more details.

RECOMMENDATION TO COUNCIL

1. That cognisance be taken that the prescribed Public Participation Process was duly followed and the Resolution referred to the Ward Councillor and no comments and or objections were received from the public.
2. That Council Resolution E101-04/2025, be implemented as follows:
 - “1. That approval be granted to the Applicant, Cape Karoo International (Pty) Ltd, for the renewal of the Lease Agreement of a portion of Portion 8 of the Farm Rietvalley No 225, Mossel Bay ($\pm 20\,490\text{m}^2$), as indicated on the Locality Plan marked ‘B’, for a period of three (3) years at a market related rental amount of R7 045,00 per month (VAT inclusive), with an annual escalation equal to the CPI percentage, to be utilised for Business purposes (overnight pens, evaporation dams and erection of removable solar panels), since it is not required for basic municipal purposes. The applicable CPI percentage shall be the CPI of two (2) months prior to the date of escalation in terms of the agreement.
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 5. That the Applicant be responsible for the maintenance of the buildings as well as the premises to the satisfaction of the Municipality.
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 7. That the Applicant will indemnify the Municipality against any claim which may originate as a result of its use of the property.
 8. That the Municipality reserves the right of free access to the property, without notice, for the purpose of inspection, maintenance, renewal, cleaning, repair and construction of municipal services.
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 11. That permanent improvements and structures on the property will become the property of the Municipality and the Applicant will have no claim for enrichment

against the Municipality as a result of any permanent improvements made to the property.

- 12. The Applicant will not utilise any portion of the premises for the display of outdoor advertising and signage, or change existing signage, without prior written approval of the Municipality as well as approval in terms of the Mossel Bay Municipal By-Law Relating to Outdoor Advertising.*
- 13. That the Applicant will be responsible for the payment of all municipal services in respect of the premises to the satisfaction of the Manager: Income Section.*
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- 15. That the Applicant be responsible for all costs related to the application, including advertising costs.*
- 16. That no rights and/or obligations be vested prior to the Lease Agreement being signed by both parties."*

E217-07/2025

EVENT APPLICATION: WORLD CHAMPIONSHIPS: BIATHLE, TRIATHLE, LASER RUN FROM 8 DECEMBER 2025 TO 14 DECEMBER 2025 AT SANTOS BEACH

File Number:

Report By: NELE

Item Reference Number: 13607079

PURPOSE AND BACKGROUND / DOEL EN AGTERGROND

The purpose of this Item is for Council to consider the application as received from Frans van Niekerk, on behalf the South African Modern Pentathlon Association, for the host of three World Championships in Mossel Bay, from 8 December 2025 to 14 December 2025. This event will encompass the Biathle, Triathle and Laser Run competitions, including para-categories, catering to a diverse range of athletes.

DISCUSSION AND MOTIVATION / BESPREKING EN MOTIVERING

An application was received from Frans van Niekerk, on behalf the South African Modern Pentathlon Association, herein after referred to as the Applicant, to the host three World Championships in Mossel Bay, from 8 December 2025 to 14 December 2025, herein after referred to as the event. This event will encompass the Biathle, Triathle and Laser Run competitions, including para-categories, catering to a diverse range of athletes.

The event will have participants ranging from nine-year-old to seventy-year-old-athletes. There are also paraplegic athletes competing in the event.

On 9 June 2025 the Business and Events Committee, in terms of Resolution EC103-06/2025 confirmed that it supports the hosting of the event and that an Item must be submitted to Council for approval of the Event.

The Applicant submitted a funding application as well as the provision of various Municipal services at no cost, which will be dealt with in a separate Item.

The Applicant requested permission to have a podium frame placed on the grass area at Santos beach framing the harbour at the back of the frame which frame will be donated to the Municipality after the event.

As the frame and other structures will be erected on the beach area, an exemption from the Mossel Bay Municipality By-Law relating to the Control of the Seashore and Sea (the By-Law) is required.

In terms of the By-Law, no person may, without the written permission of the Municipality use a loud speaker, public address, amplifying system or similar device within the beach area.

The Municipal Manager may, if he deems desirable to do so, in special circumstances, waive compliance with or allow deviations or exemptions in respect of any provision of the By-law subject to conditions as he may deem fit.

The parking area of the beach, as well as the HR Building of the Municipality will be utilised and will need to be cordoned off in order to ensure the safety of participants. In terms of the Mossel Bay Municipality By-Law Relating to Streets, the Municipality may close the area.

Due to the impact the closure of the area may have it is proposed that an appropriate notice be placed in the Advertiser informing the public of the closure of the area.

A copy of the application as received is annexed hereto marked as Annexure A.

A copy of the proposed site layout plan is annexed hereto and marked as Annexure B.

FINANCIAL IMPLICATIONS / FINANSIËLE IMPLIKASIE

Western Cape Noise Control Regulations, 2013.

Safety At Sports and Recreational Events Act, 2010.

Mossel Bay Municipality By-Law Relating to the Sea and Seashore.

Mossel Bay Municipality By-Law Relating to Streets.

COMMENTS FROM FINANCIAL SERVICES

No further comments.

COMMENTS FROM CORPORATE SERVICES

No Comments

COMMENTS FROM DEVELOPMENT AND PLANNING SERVICES

No further comments.

COMMENTS FROM TECHNICAL SERVICES

No further comments

COMMENTS FROM LEGAL SERVICES

No further comments.

COMMENTS FROM COMMUNITY SERVICES

No further comments.

COMMENTS FROM COMMUNITY SAFETY SERVICES

No comments.

COMMENTS FROM MUNICIPAL MANAGER

No further comments.

CONCLUSION / SAMEVATTING

As the event will contribute to the Local Economy and Tourism in Mossel Bay it is proposed that Council approves the application as received from Frans van Niekerk, on behalf of the South African Modern Pentathlon Association, to the host three World Championships in Mossel Bay, from 8 December 2025 to 14 December 2025.

RECOMMENDATION

1. That approval be granted to the The South African Modern Pentathlon Association, the Applicant, for the hosting of three World Championships, being the Biathlon, Triathlon and Laser Run World Championships from the 8 December to 14 December 2025 at the Santos Beach Area.
2. That Santos Beach and the beach and parking area may be cordoned off, as per Annexure B, for the duration of the event and that the appropriate notice be placed in the Mossel Bay Advertiser at least two weeks prior to the event.
3. That permission be granted for the Applicant to start with the necessary set up on the 7th of December 2025 as well as the opening ceremony on the area as indicated by the Applicant on the 7th of December 2025.

4. That in terms of Section 26 of the Mossel Bay Municipality By-Law relating to the Control of Seashore and Sea, permission be granted to allow an amplifying on the identified beach area, as per Annexure B, for the duration of the event and that the Applicant be exempted in terms of the Western Cape Noise Control Regulations, for hosting of the event, from any provision of the Regulations subject to the following conditions:
 - 4.1 that a notice be placed, to the satisfaction of the Municipal Manager or delegate, in the local newspaper at the Applicants' own cost;
 - 4.2 that the Municipal Manager or delegate may impose any noise restrictions during the event as he/she may deem fit.
5. That the Applicant must ensure that a proper risk assessment be submitted to the South African Police Service and that a copy of the risk assessment of the South African Police Service be provided to the Municipality at least ten days prior to the start date of the event.
6. That the permission to hold the event is subject to the condition that the Municipal Manager or delegate may impose any directive during the event as he/she may deem fit, which must be complied with immediately by the Applicant.
7. That the Applicant must comply with all applicable Legislation and By-Laws at all times.
8. That the Applicant have adequate health and safety measures, including but not limited to the appointment of a traffic control official, during the event and that a complete security and safety plan be provided to the satisfaction of the Municipality at least four (4) weeks prior to the event at the Applicants costs.
9. That the Applicant establishes a VOC on the premises where the event will be held.
10. That the Applicant liaise with the Joint Operation Centre at least four (4) weeks prior to the hosting of the event and comply with any conditions as set by the Joint Operation Centre on or before the required dates.
11. That the Applicant provide a complete waste management plan to the satisfaction of the Municipality at least three (3) weeks prior to the event at the Applicants costs.
12. That the Applicant be responsible to apply for all permissions required in terms of the National Building Regulations and Standards Act at least six (6) weeks prior to the event and obtain a certificate of compliance by a suitably qualified person prior to the commencement of the event.
13. That the Municipality be indemnified against any liability resulting from this event.
14. That the Applicant adhere to all requirements in terms of the Mossel Bay Municipality By-Law Relating to Outdoor Advertising.
15. That the Applicant have appropriate public liability insurance and submit a copy thereof to the satisfaction of the Municipality prior to the event.
16. That, as this will be the first event of its kind in Mossel Bay, delegated powers be awarded to the Municipal Manager or his delegate, to assist, set conditions and make arrangements to make this event possible including the setting of conditions in terms of relevant By-Laws and other legislation.
17. That an appropriate Memorandum of Agreement be concluded between the Municipality and the Applicant and that no rights will vest prior to the conclusion of the Agreement.

18. That the Applicant provide a feedback Report to the Business and Events Committee within three months after the completion of the Event.

MOSSEL BAY MUNICIPALITY
COMMUNITY SERVICES: BEACH APPLICATIONS



6th Floor, R102, Plaza Aquada Building, 55 Marsh Street
 Mossel Bay, 6500 Private Bag X29, Mossel Bay, South Africa
 Tel: +27 (44) 606 5007; Email: cbaron@mosselbay.gov.za



APPLICATION FOR THE USE OF BEACH/ES IN MOSSEL BAY

APPLICANT DETAILS:

FULL NAME & SURNAME:	Frans van Niekerk
CONTACT DETAILS:	TEL/CELL: 083 271 7503 EMAIL: president@sampasport.co.za
ADDRESS:	South African Modern Pentathlon Association 8 Southey Street Douglas Northern Cape 8730

BEACH EVENT DETAILS:

TYPE OF EVENT	<input type="checkbox"/> WEDDING CEREMONY <input type="checkbox"/> SCHOOL OUTING <input type="checkbox"/> BEACH WALK <input type="checkbox"/> BEACH-CLEANUP <input type="checkbox"/> SMALL HOSTED EVENT <input checked="" type="checkbox"/> OTHER (PLEASE SPECIFY): <u>Biathle, Triathle and Laser Run World Championships</u>
BEACH:	<input checked="" type="checkbox"/> SANTOS (EAST - MUNROE) <input type="checkbox"/> SANTOS (WEST - JACKAL ON THE BEACH) <input type="checkbox"/> DE BAKKE <input type="checkbox"/> DIAZ MAIN <input type="checkbox"/> BAYVIEW <input type="checkbox"/> HARTENBOS <input type="checkbox"/> KLEIN BRAK <input type="checkbox"/> GROOT BRAK <input type="checkbox"/> GLENTANA OTHER: _____

SPECIFY LOCATION FOR: GPS COORDINATE/ LANDMARK	
DATE:	8 - 14 December 2025
TIME:	07:00 - 19:00
NUMBER OF GUESTS/ATTENDEES:	Approximately 1400 - 1900
PARTICULARS OF EVENT: (LAYOUT/ SPECIAL ARRANGEMENTS)	The event will consist of various sporting disciplines. The course will allow for athletes to partially run on the beach and parking, area, swim in the sea and and use electronic targets to shoot at with a laser simulator.
EXTRA SERVICES NEEDED (CONTACT DETAILS WILL BE PROVIDED, ARRANGEMENT TO BE MADE BY APPLICANT - FEE MIGHT BE APPLICABLE):	<input type="checkbox"/> TRAFFIC CONTROL (SCHOOL WALKS ETC.) <input checked="" type="checkbox"/> WASTE COLLECTION <input checked="" type="checkbox"/> LIFEGUARDS <input checked="" type="checkbox"/> ELECTRICITY

SIGNATURE: 

DATE: 26 March 2025

**MOSSEL BAY MUNICIPALITY
ENVIRONMENTAL MANAGEMENT
BEACH APPLICATION**



INDEMNITY FORM

I, Frans van Niekerk the undersigned, hereby undertake to indemnify and to keep the Council indemnified against all actions, proceedings, claims and demands, costs, damages and expenses which may be levied, brought or made against the Council or which the Council may pay, sustain or incur by reason of any negligent act on the part of myself or person acting under my control in respect of the:

World Championships: Biathle, Triathle, Laser Run (E.G. WEDDING CEREMONY/ BEACH CLEANUP/
SCHOOL OUTING ETC.) AT Santos BEACH ON 7 - 14 December
2025 FROM 7 H00 TO 19 H00.

Name of Applicant: Frans van Niekerk

Adresss: South African Modern Pentathlon Association (SAMPA),
8 Southey Street
Douglas
Northern Cape
8730

Signed at Mosselbay on 23rd of May 2025

Signature: 

CONTACT DETAILS:
ENVIRONMENTAL MANAGEMENT

ENVIRONMENT@MOSSELBAY.GOV.ZA
0446065000



APPLICATION FOR AN EVENT IN THE MOSSEL BAY AREA

2024/2025

NAME OF EVENT:	World Championships: Biathle, Triathle, Laser Run		EVENT NO:	
LOCATION OF EVENT:	Santos Beach			
DATE/S OF PROPOSED EVENT:	8 - 14 December 2025			
TIMES OF EVENT (FOR EACH DAY):	07:00 - 19:00			
NUMBER OF ATTENDEES EXPECTED:	<2000	Approximately 1400	>2000	
AN APPLICATION MUST BE MADE TO THE SAPS FOR HOSTING AN EVENT WHERE MORE THAN 2000 ATTENDEES ARE EXPECTED AND ALL DOCUMENTATION MUST BE FORWARDED TO THE MUNICIPALITY.				
EVENT ORGANISER/COMPANY NAME:	South African Modern Pentathlon Association (SAMPA)			
PERSON MAKING THE APPLICATION:	Frans van Niekerk			
DESIGNATION:	President	TEL/CELL:	083 271 7503	FAX
EMAIL ADDRESS:	president@sampasport.co.za			
BRIEF DESCRIPTION OF EVENT: (PLEASE ATTACH ADDITIONAL DOCUMENTS AS REQUIRED)				
1. TRAFFIC CONTROL REQUIRED?	YES		NO	No
IF YES PROVIDE DETAILS:				
SECTION OF ROAD(S):				
2. MARQUEE/ TENTS:	YES	Yes	NO	
IF YES PLEASE DETAILS:	Various tents will be erected to be used as call rooms, First Aid stations, Anti Doping stations, VIP Lounge and Media Centre			
PROVIDE TENT ERECTION CERTIFICATE TO THE FIRE SERVICE				

3. STAGE ERECTION	YES		NO	X
IF YES, ENGINEER'S CERTIFICATE TO BE SUPPLIED TO FIRE SERVICE AND BUILDING CONTROL DEPARTMENT				
4. MUSIC/PUBLIC ADDRESS ETC				
PA SYSTEMS TO BE USED:	YES	X	NO	

MUSIC / OTHER. PA system to be used to announce the athletes and play music in between. Lively music
 GIVE DETAILS: to create a fun atmosphere to be played
 MUSIC MUST NOT EXCEED THE LEGAL PERMISSIBLE LEVEL AT ALL TIMES

5. CATERING / FOOD STALLS

NUMBER PLANNED: 10

NUMBER WITH CERTIFICATES OF ACCEPTABILITY:

6. PUBLIC PARKING AREAS YES X NO

Application for an occasional use of land in terms of Section 1 of the Mossel Bay By-law
 on Municipal Land Use Planning, 2015 for an event in the Mossel Bay area :

IF YES PROVIDE DETAILS OF WHAT IS REQUIRED:

SAMPA wishes to make application to use the land next to the railway line at Santos for parking

7. APPROVAL GRANTED FOR EMERGENCY CARE AT MASS GATHERINGS OF > 1000 PERSONS (attach
 documentation from the Event Medical Service Provider)

YES



NO



8. OTHER SERVICES

ELECTRICITY

YES

X


NO

IF YES PROVIDE DETAILS OF WHAT IS REQUIRED:

Electricity points and back-up generators are needed for the functioning of the Eco Aims targets, Computers
 for the results and the PA system

WATER	YES		NO	X
IF YES PROVIDE DETAILS OF WHAT IS REQUIRED:				
WASTE REMOVAL	YES	X	NO	
IF YES PROVIDE DETAILS OF WHAT REQUIRED: Waste bins and recycling containers throughout the venue, 2x Skips,				

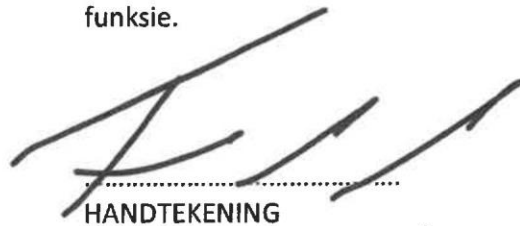
TOILET FACILITIES	YES	X	NO	
IF YES PROVIDE DETAILS OF WHAT IS REQUIRED: Portable units for males and females				
MUNICIPAL SPORT FACILITIES	YES	X	NO	
IF YES PROVIDE DETAILS OF WHAT IS REQUIRED: Access to the Blue Room Access to Santos Beach Access to Parking next to the railway line				
A WASTE MANAGEMENT PLAN MUST BE SUBMITTED AND RECYCLING MUST TAKE PLACE WITHIN THE PREMISES				
A NOISE EXEMPTION MANAGEMENT PLAN MUST BE SUBMITTED TO THE WASTE MANAGEMENT DEPARTMENT				
A FIRE SAFETY RISK ASSESSMENT MUST BE DONE AND A FIRE SAFETY PLAN MUST BE SUBMITTED TO THE FIRE AND DISASTER MANAGEMENT SERVICES				
A SECURITY RISK ASSESSMENT MUST BE DONE AND A SECURITY PLAN MUST BE SUBMITTED TO THE FIRE AND DISASTER MANAGEMENT SERVICES				
A MEDICAL RISK ASSESSMENT MUST BE DONE AND A MEDICAL PLAN MUST BE SUBMITTED TO THE FIRE AND DISASTER MANAGEMENT SERVICES				

NAME:	Frans	SURNAME:	Van Niekerk
SIGNATURE:		APPLICATION DATE:	22 March 2025

PLEASE NOTE: This application does not mean the Municipality has approved your planned event. Please ensure you liaise with the relevant departments regarding the approval process and any additional information required. Your Event can only proceed once the Municipality formally gives approval and a permit is issued and if you provide proof of your venue booking where your event will be held. All relevant documentation must be forwarded to admin@mosselbav.gov.za. Event Application tariff: mSCOA Vote#: 9/642-405-70680 - R 426.00 EFT: Contact the Office at 044-606 5007 for detail. Due to new book year tariffs the cost for hosting of an event will change.

VRYWARINGSVORM: "EVENTS" TE MOSSELBAAI AREA

Hiermee vrywaar ek, Frans van Niekerk ID 7309195068083,
die Mosselbaai Munisipaliteit en personeel van enige aanspreeklikheid rakende enige verlies,
skade, aksie, eis of beserings wat mag voortspruit vanuit my aanbieding van my funksie wat op
8 - 14 Desember 2025 te Santos Strand plaas
vind. Ek aanvaar dat alle redelike voorsorg getref word vir my en my toeskouers se veiligheid
tydens die funksie en dat ek verantwoordelik is vir die betaling van enige eis, verlies, skade,
aksies en/of mediese en/of hospitaal onkoste wat mag voortspruit van my aanbieding van my
funksie.



HANDTEKENING

083 271 7503
KONTAKNOMMER

.....
GETUIE
26 Maart 2025
.....
DATUM

INDEMNITY FORM: EVENTS IN THE MOSSEL BAY AREA

I, _____ ID _____, hereby
indemnify the Mossel Bay Municipality and employees from any liability in respect of any loss,
damage, action, claim or injury that may arise from my hosting of the event
_____ on _____. I accept
that all reasonable precautions for me and my attendee's safety at the event and that I am
responsible for the payment of any loss, damage, action and/or medical and/or hospital costs
that may incur as a result of me hosting of the event.

.....
SIGNATURE

.....
CONTACT NUMBER

.....
WITNESS

.....
DATE



SOUTH AFRICAN MODERN PENTATHLON ASSOCIATION

Contact: Secretary General  secretarygeneral@sapentathlon.org.za  +27 82 457 5208

Date: 15 April 2025

To: Elize Nel

Director Community Services

Mossel Bay Municipality

101 Marsh Street

Mosselbay

6506

1. Executive Summary

1.1 Introduction

The South African Modern Pentathlon Association (SAMPa) aims to host three World Championships in Mossel Bay, South Africa, from 9-14 December 2025. This event will encompass the Triathlon, Biathlon, and Laser Run competitions, including para-categories, catering to a diverse range of athletes. SAMPa seeks collaboration with the Mossel Bay Municipality for title sponsorship, anticipating the participation of over 800 athletes and their families, which presents a substantial opportunity to enhance local tourism and support local businesses.

1.2 Offering

SAMPa will be hosting World Championships for three dynamic sports: Biathlon, Triathlon, and Laser Run. These events will be structured to ensure high levels of competition and inclusion through various para-categories, showcasing innovative sporting formats that appeal to both competitors and spectators.

Hosting three world championships in Mossel Bay presents a significant economic boost for the local community. The event will create demand for accommodation and



SOUTH AFRICAN MODERN PENTATHLON ASSOCIATION

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essential services benefiting local providers not to mention showcasing Mosselbay to International visitors as a possible holiday destination of choice.

1.3 Market

The target market consists of athletes and their families from around the globe specialising in modern pentathlon sports. The growth potential for these niche sports is evident as they gain traction internationally, especially with rising awareness and increased participation in these events over the past couple of years. Furthermore, the location in Mossel Bay is perfect to attract tourism due to its natural beauty, fair weather and great facilities.

1.4 Goals

- **Short-term Goals:** Secure permission and sponsorship from Mossel Bay Municipality, finalise the event logistics, and initiate marketing campaigns.
- **Long-term Goals:** Establish SAMPA as a leading federation for Modern Pentathlon in South Africa and potentially expand to hosting additional future international events.

2. World Championships

2.1 Concept

By organising and hosting world-class championships, SAMPA's aiming at creating visibility and participation of modern pentathlon and its development sports in South Africa. This initiative not only promotes the sports but also fosters community involvement and economic development through tourism.



SOUTH AFRICAN MODERN PENTATHLON ASSOCIATION

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2.2 Legal Structure

SAMPa operates as a sports federation affiliated to the South African Sports Confederation and Olympic Committee (SASCOC), which allows us to promote and develop as a high-performance sport both locally and internationally. This structure facilitates cooperation between sports bodies, government and private sectors.

2.3 Location

Located at Santos Beach in Mossel Bay, the choice of venue is strategic, offering beautiful scenery and ample facilities to accommodate athletes and their families. The destination's readiness for tourism aligns seamlessly with SAMPa's objectives, promising an exciting seaside championship atmosphere.

3. Market Analysis

3.1 General

Sporting events is witnessing significant growth as communities prioritise health and fitness. Modern Pentathlon and the development sports thereof, while niche, has seen a resurgence in popularity with increasing global recognition. However, challenges such as funding and event logistics must be strategically managed.

3.2 Target Market

The primary customers are athletes participating in Biathlon, Triathlon, and Laser Run events along with their families, who contribute to the economic impact of the championships through travel and accommodation expenses. Secondary customers include sponsors and local businesses that will benefit commercially from increased footfall during the events.



SOUTH AFRICAN MODERN PENTATHLON ASSOCIATION

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4. Local Organising Committee (LOC)

4.1 Organisational structure

The Union Internationale de Pentathlon Moderne (UIPM) requires that the LOC are structured in such a manner to ensure that SAMPa follow both UIPM as well as local government rules and regulations, allowing for agility and quick decision-making processes essential for event planning.

4.2 Management Team

The management team comprises of experienced professionals with backgrounds in sports administration and community outreach strategies, bringing valuable expertise, with Frans van Niekerk, President of SAMPa also acting in the capacity of the race director during the championships.

5. The events

5.1 Description

The championships feature a diverse range of sports: Biathlon (swimming and running), Triathlon (shooting, swimming, and running), and Laser Run (shooting and running). These events are designed to be engaging for participants and spectators alike, incorporating cutting-edge competition technology.

5.2 Unique Selling Proposition

SAMPa distinguishes itself through its commitment to inclusivity, offering para-categories in all competitions, thereby opening doors for diverse participant demographics and enriching the event experience.



SOUTH AFRICAN MODERN PENTATHLON ASSOCIATION

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6. Marketing and Sales Strategy

6.1 Marketing Plan

SAMPA will deploy a multi-channel marketing strategy, focusing on digital platforms for wider reach paired with traditional local advertising, enhancing brand visibility. Engagement with communities through events will also be prioritised.

6.2 Sales Strategy

The pricing model for the championships will include registration fees for athletes and packages for families. Local businesses can access sponsorship tiers to promote their services as part of the event's marketing efforts.

6.3 Promotion

Promotional activities will encompass collaborations with local businesses, media partnerships, and special community events leading up to the championships, fostering anticipation and involvement where possible.

7. Request for assistance

7.1 Funding request

SAMPA is seeking R750 000 in funding to support championship logistics, marketing efforts, and operational costs necessary to ensure successful execution of the events.

Biathlon – R250 000

Triathlon – R250 000

Laser Run – R250 000



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Contact: Secretary General



secretarygeneral@sapentathlon.org.za



+27 82 457 5208

7.2 Use of Funds

- Event logistics and infrastructure: 40%
- Marketing and promotion: 30%
- Operational costs (staff, training): 20%
- Contingency fund: 10%

7.3 Further assistance required

When hosting UIPM World Championships, local federations are required to provide specific facilities and features to ensure a successful event. The invitation form for such competitions must clearly outline details such as the format of the competitions, the order of events, and the specifications of the facilities, including a swimming area, a running surface, and shooting stations with defined dimensions and surfaces. The host must also provide organised training facilities amongst others. Furthermore, the host is responsible for ensuring that all necessary equipment and technical requirements are met, adhering to UIPM regulations and standards.

A list of these requirements has been included in Appendix 9.3 where it is requested that the Mosselbay municipality to please assist or refer SAMP to local suppliers to ensure additional economic benefit to the town of Mosselbay.

8. Estimated economic opportunity on Mosselbay

Hosting three world championships in Mossel Bay presents a significant economic opportunity for the local community. The influx of participants and their families will lead to increased demand for various services and accommodations.

Local providers will be sourced for essential services, including but not limited to sound systems, food stalls, tents, portable toilets to name but a few, ensuring that the economic benefits circulate within the community.

**SOUTH AFRICAN MODERN PENTATHLON ASSOCIATION**

Contact: Secretary General

secretarygeneral@sapentathlon.org.za

+27 82 457 5208

Each participating athlete typically brings at least one family member, and when these championships are held in a holiday destination like Mossel Bay, families often extend their stay for leisure. For instance, with an estimated four people per family staying for a minimum of seven nights at R500 per person per night, each family could contribute approximately R14,000 to local accommodation. Additionally, with meal costs averaging R200 per person for two meals a day, families could spend around R12,800 on food during their stay. Cumulatively, this results in a total economic impact of approximately R25,200 per family for the duration of the championships. These estimations do not include transportation, spend on curios and gifts and even day trips and excursions for the families to local sightseeing destinations.

Thank you for your favourable consideration of the request

Kind Regards

Frans van Niekerk

SAMPA President

083 271 7503



SOUTH AFRICAN MODERN PENTATHLON ASSOCIATION

Contact: Secretary General  secretarygeneral@sapentathlon.org.za  +27 82 457 5208

9. Appendix

9.1 Legal Document Requirements

Relevant legal documents, including licenses and permits will be necessary for event hosting. The bidding document is available on request to assure compliance and legitimacy.

9.2 Additional Information

Supplementary materials such as promotional graphics, market research data, and previous event case studies can be provided to support the business plan.

9.3 Additional assistance required

An extensive list of amenities and assistance is included for contractual purposes.

**SOUTH AFRICAN MODERN PENTATHLON ASSOCIATION**

Contact: Secretary General

secretarygeneral@sapentathlon.org.za

+27 82 457 5208

Date: 15 April 2025**To: Elize Nel**

Director Community Services

Mossel Bay Municipality

101 Marsh Street

Mosselbay

6506

Request for Title Sponsorship and Collaboration – 2025 UIPM World Championships in Mossel Bay

Dear Director Elize,

It is with great enthusiasm that the South African Modern Pentathlon Association (SAMP) presents this proposal for your esteemed consideration and support. We are proud to announce that SAMP has been awarded the honour of hosting three UIPM World Championships – Biathle, Triathle, and Laser Run – from 9 to 14 December 2025, and we believe Mossel Bay offers the perfect setting for this global event.

We hereby seek Mossel Bay Municipality's support and collaboration through **title sponsorship of R750,000**, alongside potential logistical and promotional assistance. These championships will welcome over 800 athletes and their families as well as coaches and other team officials from around the world, bringing significant international visibility and offering substantial economic benefits to the town.

Our goal is not only to host a world-class sporting event but to also showcase Mossel Bay's unique hospitality, natural beauty, and local businesses to a global audience. SAMP is committed to sourcing local service providers for everything

**SOUTH AFRICAN MODERN PENTATHLON ASSOCIATION**

Contact: Secretary General

secretarygeneral@sapentathlon.org.za

+27 82 457 5208

from catering and technical equipment to accommodation and training venues – ensuring that economic benefits remain within the community.

We are particularly proud that the event will include para-categories in all disciplines, reflecting our commitment to inclusivity and innovation in sport. We also anticipate strong media engagement and tourism growth, furthering Mossel Bay's reputation as a world-class event and holiday destination.

We invite you to join us on this exciting journey by partnering with us as the host municipality. Enclosed you will find our comprehensive event briefing document outlining all relevant details, financial estimates, and the anticipated socio-economic impact.

We would be honoured to meet with your office to discuss this opportunity in more detail and answer any questions you may have. Thank you for considering our request – we look forward to building something extraordinary together in Mossel Bay.

Warm regards,

Frans van Niekerk

President

South African Modern Pentathlon Association (SAMPA)



Annexure A:

EVENT SUPPORT APPLICATION FORM

Please complete ALL sections.

SECTION 1: Organisation Details

1	EVENT / FESTIVAL TITLE
	Biathle, Triathle and Laser Run World Championships

2	ORGANISATION DELIVERING THE PROJECT	
	Name: South African Modern Pentathlon Association (SAMPA)	Physical Address: 8 Southey Street Douglas Northern Cape 8730
	E-mail Address: president@sampasport.co.za	Postal Address: 8 Southey Street Douglas Northern Cape 8730
	Description of your organizations Purpose/Activities: <p>The South African Modern Pentathlon Association (SAMPA) serves as the national governing body for modern pentathlon and its related disciplines in South Africa. Recognized by the Union Internationale de Pentathlon Moderne (UIPM), SAMPA is responsible for promoting, developing, and regulating Pentathlon and the development sports thereof, across the country.</p> <p>Modern pentathlon is an Olympic sport comprising five events: fencing, freestyle swimming, obstacle running, and a combined event of laser pistol shooting and cross-country running. In addition to overseeing modern pentathlon, SAMPA manages several related multisport disciplines, including tetrathlon, triathle, biathle, and laser-run.</p> <p>SAMPA organizes competitions at provincial and national levels for various age groups, aiming to identify and nurture talent capable of representing South Africa in international events, such as UIPM World Championships. The association is also affiliated with the Confederation of African Modern Pentathlon (CAPM) and the South African Sports Confederation and Olympic Committee (SASCOC)</p>	

3	CONTACT PERSON 1	CONTACT PERSON 2
	Name: Frans van Niekerk	Name: Mariaan Botha
	Telephone: 083 271 7503	Telephone: 072 710 7081
	Mobile / Cell no: 083 271 7503	Mobile / Cell no: 072 710 7081
	E-mail: president@sampasport.co.za	E-mail: events@sapentthalon.org.za
	In what capacity do you serve? President	In what capacity do you serve? Project Manager
	Is this a fulltime or part time function / position? Full time	Is this a fulltime or part time function / position? Part Time

4	BUSINESS INFORMATION						
	Entity's Registration Number:		Tax Registration Number:				
	311-480 NPO		n/a				
	Is this a new or existing event?		<input type="checkbox"/> New	<input checked="" type="checkbox"/> Existing			
	If existing, how long?						
	Biathle - The inaugural event took place in 1999 in Monaco Triathle - The first official Triathle World Championships were held in 2013 in Cyprus Laser Run - The first Laser Run World Championships were held in 2015 in Perpignan, France						
	Please indicate the appropriate event segment/s						
<input checked="" type="checkbox"/>	Sport	<input type="checkbox"/>	Cultural	<input type="checkbox"/>	Business	<input type="checkbox"/>	Music
<input type="checkbox"/>	Other	<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>	

SECTION 2: Grant Details

5	ORGANISATION DELIVERING THE PROJECT	
	Please indicate nature of support required:	
	<input type="checkbox"/>	Non-Financial (e.g. letters of support, attendance at events)
	<input type="checkbox"/>	Financial (including requests for municipal services)
<input checked="" type="checkbox"/>	Both financial and non-financial	

6	Have you applied for funding to the Garden Route District Municipality or any other Government Organisation?			<input type="checkbox"/>	Yes
				<input checked="" type="checkbox"/>	No
	If yes, please indicate the name of the Grant Program and the name of the project:				
	Name of Program	Name of Project	Date of Application	Amount Applied For	

7	PREVIOUS GRANTS				
	Have you applied for funding from one of Mossel Bay Municipality's Programs in the previous three years (either successfully or unsuccessfully)?			<input checked="" type="checkbox"/>	Yes
				<input type="checkbox"/>	No
	If yes, please indicate the name of the Grant Program and the name of the project:				
	Name of Program	Name of Project	Date of Application	Amount Applied For	

	Mosselbay Sports Council	Athlete Support	October 2023	R3000
	Mosselbay Sports Council	Sports Development (Casino Trust)	July 2024	R9000 in equipment

SECTION 3: Event Summary

If you require extra space, please attach your responses to the following questions on a separate page.

8	EVENT / FESTIVAL OVERVIEW (Provide a short paragraph of the festival, outlining its primary aims)
	In December 2025, Mossel Bay, South Africa, will host three significant events in the modern pentathlon calendar: The UIPM 2025 Biathlon/Triathlon World Championships, consisting of running, swimming and laser shooting, from 9 – 12 December and the UIPM 2025 Laser Run World Championships will be on 12 and 13 December 2025 (including para-athlete categories). These championships aim to promote global participation in modern pentathlon's sub-disciplines, providing athletes of all ages and abilities the opportunity to compete at an international level. By hosting these events, South Africa seeks to foster local interest in these sports, encourage youth involvement, and strengthen its position within the international modern pentathlon community. Additionally, the events will serve to enhance cultural exchange and camaraderie among athletes from around the world

9	KEY DATES (List all major project phases with accompanying dates, including commencement of planning)																															
	<table><tr><th>Phase</th><th>Date</th></tr><tr><td>1. Commencement of Planning</td><td>October 2024</td></tr><tr><td>2. Municipal Support</td><td>February 2025</td></tr><tr><td>3. Completion of all municipal formalities</td><td>May 2025</td></tr><tr><td>4. Project planning and administration</td><td>May 2025</td></tr><tr><td>5. International Site Visit</td><td>May 2025</td></tr><tr><td>6. Budget Finalisation</td><td>May 2025</td></tr><tr><td>7. Venue and Facilities preparation</td><td>July 2025</td></tr><tr><td>8. Information Letter to athletes</td><td>July 2025</td></tr><tr><td>9. Invitation to dignitaries</td><td>Aug 2025</td></tr><tr><td>10. Invitation to athletes</td><td>Sept 2025</td></tr><tr><td>11. Officials and Volunteer Coordination</td><td>Oct 2025</td></tr><tr><td>12. Athlete and Team services</td><td>Oct 2025</td></tr><tr><td>13. Media and Marketing</td><td>Oct 2025</td></tr><tr><td>14. Ethics and Good governance</td><td>Nov 2025</td></tr><tr><td>15. Set up of Venue</td><td>Dec 2025</td></tr></table>	Phase	Date	1. Commencement of Planning	October 2024	2. Municipal Support	February 2025	3. Completion of all municipal formalities	May 2025	4. Project planning and administration	May 2025	5. International Site Visit	May 2025	6. Budget Finalisation	May 2025	7. Venue and Facilities preparation	July 2025	8. Information Letter to athletes	July 2025	9. Invitation to dignitaries	Aug 2025	10. Invitation to athletes	Sept 2025	11. Officials and Volunteer Coordination	Oct 2025	12. Athlete and Team services	Oct 2025	13. Media and Marketing	Oct 2025	14. Ethics and Good governance	Nov 2025	15. Set up of Venue
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10	PARTICIPANT DETAILS
	Estimated number of people involved in creating event/festival (including committee, artists and volunteers) 140

Estimated number of Visitors to Mossel Bay	3000 athletes entourage)	(1000 plus
Garden Route District	50 athletes	
Provincial	100 athletes	
National	400 athletes	
International	600 athletes	
Does the event have any media partners?	X	Yes <input type="checkbox"/> No <input type="checkbox"/>
If yes, please specify whether community, national or international		
TV _____ Print _____		
Radio _____ New Media: Live streaming		
Please provide details of your media plan:		
<p>1. Social Media (Instagram, Facebook, TikTok, YouTube Shorts)</p> <ul style="list-style-type: none"> • Teasers & Countdowns – Eye-catching short videos • Athlete Spotlights – Share stories of local and international participants • Reels/Shorts – Dynamic clips of training, past events, and behind-the-scenes • Hashtags – #WorldTriRun2025 #LaserBiathleTriathle <p>2. Traditional Media</p> <ul style="list-style-type: none"> • Press Releases – To national and local newspapers, radio, and sports magazines • Radio Interviews – Featuring organizers, athletes, and coaches • Community Newspapers – Highlighting local participants <p>3. Influencer & Community Engagement</p> <ul style="list-style-type: none"> • Partner with local sports influencers and local community schools • Potentially run a "Train with a Champion" challenge or giveaway <p>4. Website & Newsletter</p> <ul style="list-style-type: none"> • Dedicated event page with schedule, registration, and media • Weekly email updates for registered athletes, volunteers, and supporters <p>5. Partnerships</p> <ul style="list-style-type: none"> • Collaborate with sports brands, Mosselbay tourism, and health/wellness influencers • Use their platforms for mutual promotion 		

VENUE INFORMATION

11

Name of Venue/Location for the Event / Festival (if applicable)	Santos Beach
---	--------------

	Have you obtained any necessary (attach relevant approval documents) permits/approval from the Committee or Management and/or owners of the property? (this includes Council-owned buildings and land).		Yes (attach relevant approval documents)
		x	Busy with application process
	If the Festival or Event is to be conducted at an outdoor site, do you have a Solid Waste Management Plan.		Yes (please attach)
		x	In process
	Have you applied for an Event Permit and SAPS rating?	x	Yes 24 March 2025
			No

12	EVENT / FESTIVAL MANAGEMENT STRUCTURE		
	Please list key people involved and management structure of event / festival.		
	<p>Race Director – Frans van Niekerk (SAMPA President) Deputy Race Director – Mariaan Botha Swimming Director – Steve Hodge Running Director – Rens Els Health and Safety Rep – Marius van den Berg Treasurer – Juliet Thomatos SAMPA Vice President – Bruce Thomas SAMPA Secretary General – Jenny O'Hannlon</p>		

SECTION 4: Events support criteria

If you require extra space, please attach your responses to the following questions on a separate page.

13	Describe the cultural and artistic opportunities provided by the festival/event. Include information about any involvement of local artists.
	<p>Athletes and visitors from around the world will be welcomed into a cultural experience that blends sport with art, allowing them to engage with the spirit and identity of the host region showcasing traditional dancing and drumming for opening ceremony.</p> <p>The medal presentations will feature traditional attire, offering guests a glimpse into the local culture and its people.</p>

14	Explain how the festival/event directly benefits the residents of Mossel Bay Municipality. Please list the number of temporary job opportunities the festival/ event will create?
	<p>Economic Stimulation</p> <ul style="list-style-type: none"> • An influx of international visitors boosts local businesses including hotels, guesthouses, restaurants, shops, and transport services. • Increased visitor spending benefits local suppliers, artisans, and vendors

Youth & School Involvement

- Schools in the municipality will be engaged through art programs, volunteering, and exposure to international athletes—inspiring the next generation in both sport and culture.

15

Provide information to show community support for the project. Describe the community consultation process, if any. (Please attach letters of support, if any).

To ensure the event reflects local interests and needs, an inclusive strategy is being discussed as outlined below:

1. Municipal Engagement
 - Meetings with the Mossel Bay Municipality and relevant departments (Tourism, Sport, Arts & Culture, Public Safety).
 - Support for logistics, security, venue allocation, and promotion is discussed and positively received.
2. Local Business Forums
 - Consultations with business owners through the Mossel Bay Business Chamber and Tourism Board.
 - Opportunities for co-branding, stalls, and cross-promotion will be presented
3. Schools and Youth Organizations
 - Schools will be engaged to take part in possible youth competition, volunteer programs, and possibly art exhibitions linked to the championships.
4. Arts & Culture Sector
 - Local artists, performers, and crafters will invited to contribute to a cultural village and possible pop-up art market at the event should the by-laws allow this
 - Local community to assist in the making of armbands and other items that we would like to gift the athletes with

16

Outline the marketing and promotion strategy of the festival/event.

- Attract international and national participants & spectators
- ☐ Showcase Mossel Bay as a top sporting and cultural destination
- ☐ Maximize media coverage and community engagement
- ☐ Drive foot traffic to local businesses and event venues

17

Describe how other organisations contribute to the project through voluntary or in-kind services.

We are still in the process of approaching other partners

Local Media & Tourism Partners

- **Tourism offices** are distributing event flyers, maps, and accommodation guides to all visitors
- Some **travel agencies and guesthouses** are offering discounted rates
- Some restaurants are providing vouchers for the athletes

18

Detail any previous festival/event that your organization has successfully delivered.

Every year SAMPA hosts the South African Championships in various regions

SAMPA will be hosting the Pentathlon World Championships in Johannesburg from 17 – 20 July 2025

SAMPA hosted Laser Run World Championships in 2017 in Cape Town

SECTION 5: Support required from Mossel Bay Municipality

ROAD CLOSURES - None

19

Date(s)	Name of Street	Time
8 December 2025	Section of Munroe Street	06:00 – 19:00
9 December 2025	Section of Munroe Street	06:00 – 19:00
10 December 2025	Section of Munroe Street	06:00 – 19:00
11 December 2025	Section of Munroe Street	06:00 – 19:00
12 December 2025	Section of Munroe Street	06:00 – 19:00
13 December 2025	Section of Munroe Street	06:00 – 19:00
14 December 2025	Section of Munroe Street	06:00 – 19:00

SOLID WASTE MANAGEMENT SERVICES

20

Date(s)	Venue	Time
8 December 2025	Santos Beach	13:00
9 December 2025	Santos Beach	13:00
10 December 2025	Santos Beach	13:00
11 December 2025	Santos Beach	13:00
12 December 2025	Santos Beach	13:00
13 December 2025	Santos Beach	13:00
14 December 2025	Santos Beach	13:00

21

ELECTRICITY

Type of support required:

To ensure the smooth and safe operation of the **World Championships for Laser Run, Biathlon, and Triathlon**, we require municipal and/or technical support in establishing a **temporary yet robust electrical infrastructure** at key event locations.

We would like to request permission and assistance to:

- Create a protective electrical sleeve under the road, to allow safe passage and routing of electrical cabling between the main event venue and the timing systems and shooting stations).

- The sleeve will:
 - Minimize surface disruptions
 - Protect cables from weather and wear
 - Ensure athlete safety
 - Provide flexibility for future temporary events

Support Required

- **Permission from relevant municipal departments** to perform minor underground work
- **Technical guidance** or collaboration with local electrical engineers and municipal infrastructure teams
- Assistance with **site inspection, safety compliance, and reinstatement of road surface** post-installation if necessary

This installation is key to ensuring **uninterrupted power supply**, especially for international timing systems, PA and sound equipment, media broadcasting and shooting stations.

2. We require some earthworks on the beach for the potential rehabilitation of one of the dunes that will have an influence on our Field of Play
3. We would also like to request permission to create a frame (as the Iconic Mosselbay frame at the point where people can take photos) that we would like to use for the podium photos and maybe donate to the Mosselbay council after the event.
4. We may possibly need to request that we move a couple of the thatch roof umbrellas for the duration of the event as this may have an influence on our field of play
5. There may possibly be more requests after our UIPM official site visit on 5 May 2025

22 VENUES (which Council owned venues will be required for the event)

Date(s)	Venue	What Purpose	Time
8 December 2025	Blue Room with both halls	Call room, VIP lounge, Official lunches	Full day
9 December 2025	Blue Room with both halls	Call room, VIP lounge, Official lunches	Full day
10 December 2025	Blue Room with both halls	Call room, VIP lounge, Official lunches	Full day
11 December 2025	Blue Room with both halls	Call room, VIP lounge, Official lunches	Full day
12 December 2025	Blue Room with both halls	Call room, VIP lounge, Official lunches	Full day
13 December 2025	Blue Room with both halls	Call room, VIP lounge, Official lunches	Full day
14 December 2025	Blue Room with both halls	Call room, VIP lounge, Official lunches	Full day

23

TRAFFIC & LAW ENFORCEMENT

Type of support required:

Closure of parking area – do we need a traffic / law enforcement officer – please advice

24

FIRE & EMERGENCY SERVICES

Have you developed a disaster management plan

x

Yes (please attach)

In process

What type of assistance will be required:

This will still be done

24

HEALTH AND SAFETY PLANS

Have you developed a Health and Safety Plan

x

Yes (please attach)

In process

What type of service will you put in place to make sure that the event complies with all Health and Safety Requirements?

A Health and Safety officer has been appointed

To ensure the safety of all participants, spectators, staff, and volunteers, a **comprehensive Health and Safety Management Plan** will be implemented, aligned with **municipal regulations, national legislation, and international sporting standards** and presented to the municipality prior to the event

SECTION 6: Project Budget

25

Please provide all the details of your budget in the tables below (please attach an extra page if you require more space or want to present it differently)


Please note that the budget is in process of being finalised. The final budget will be submitted to the municipality after clarity has been received around the UIPM requirements during our meeting from 5 – 6 May 2025.

INCOME			EXPENDITURE		Mark (X) all expenditure to be offset by Comma Festival Grants **
Earned Income	Anticipated	Confirmed	Activities/Content (itemise) i.e. Fees, materials etc		
Donations	R	R	Catering	R60 000	x
Sponsorship	R750 000	R	Health and Safety	R50 000	x
Entry Fees	R1 000 000	R	Functions	R100 000	x
Other	R	R	Security	R50 000	x
Contribution by Organisation			Administration Costs (10temize)		
Cash	R	R	UIPM Fees	R200 000	x
In-kind	R	R	Technical	R65 000	
Other	R	R	AV System	R37 500	
Contribution by Community			Marketing & Promotion (10temize)		
Community Fundraiser	R	R	Venue Branding	R100 000	
In-kind Support	R	R	Clothing	R25 000	x
Other	R	R	Volunteer Salaries	R84 000	x
Grants			Venue/Site (10temize)		
Mossel Bay Event / Festival Grant	R	R	Waste Management	R11 910	x
	R	R	Ablutions	R20 000	
	R	R	Medical Services	R150 000.00	
			Production and Equipment (itemise)		
			Live Streaming	R130 000.00	
Other Income	R	R		R	
	R	R		R	
	R	R		R	
			Other expenditure (itemise)		

			Accommodation Protea Hotel	R396 647.20	
			Accommodation Train	R101 500.00	
Total Anticipated Income		R			
Total Confirmed Income		R			
TOTAL INCOME		R1 750 00	TOTAL EXPENDITURE		R1 581 557

SECTION 7: Funding Agreement & Application Authorisation

APPLICATION FORM AUTHORISATION

26	This section should be signed by the person completing the Application Form	
	1.	I confirm, on behalf of the applicant organisation, that any funds provided by Mossel Bay Municipality will be expended: <ul style="list-style-type: none"> • In accordance with Mossel Bay 's Financial Support for Events Policy of 2023. • Within the Mossel Bay Municipal boundaries. • As outlined in this application.
	2.	I confirm that all details supplied in this application and attachments are true and correct to the best of my knowledge and that the application form has been submitted with the full knowledge and agreement of the applicant organisation.
	3.	Signed for and on behalf of (insert name of Organisation Undertaking Project) South African Modern Pentathlon Association (SAMPA)
	4.	Name of Person completing application Frans van Niekerk
	5.	Position in Organisation President
SIGNATURE		

For Official Use

- Does this proposal contribute to achieving Mossel Bay Municipal objectives?

	Yes		No
--	-----	--	----
- Event Support Recommendation by Events Committee ☐ Recommended ☐ Not Recommended

	Recommended		Not Recommended
--	-------------	--	-----------------
- Comments

Biathle - Triathle - Laser Run

World Championships



SOUTH AFRICAN MODERN PENTATHLON ASSOCIATION

South African Modern Pentathlon Association (SAMPA)

South African Modern Pentathlon Association

- National Governing Body

Responsibilities include:

- Promoting
- Developing
- Regulating Modern Pentathlon and the development sports thereof

Affiliated to

- UIPM
- CAPM
- SASCOC

Total affiliated members: 700



SOUTH AFRICAN MODERN PENTATHLON ASSOCIATION

UIPM Member Federations

- 
- ✓ European Confederation: 40 Federations
 - ✓ Asian Confederation: 34 Federations
 - ✓ African Confederation: 31 Federations
 - ✓ Norceca Confederation: 12 Federations
 - ✓ South America Confederation: 11 Federations
 - ✓ Oceania Confederation: 4 Federations.

UIPM Sports Pyramid



UIPM TV

<https://uipm.tv/player/?x8pbclv&FY2023,FGbt>

<https://uipm.tv/player/?x8zwi4o&FY,FGlaserrun>

[Para-Athletes - Egypt](#)



SOUTH AFRICAN MODERN PENTATHLON ASSOCIATION

The Competition Format

- u/9 – 70+
- Semi-Finals (>24 athletes per age category)
- Finals
- Para Categories
- Open Categories



SOUTH AFRICAN MODERN PENTATHLON ASSOCIATION

Purpose

- Overview of the sport
- Request for permission to host the World Championships in Mosselbay
- Share our vision and project plan
- Ask for assistance from the Mosselbay municipality



SOUTH AFRICAN MODERN PENTATHLON ASSOCIATION

UIPM 2025 LR BT WORLD CHAMPIONSHIPS

UIPM

Medical Plan

Objectives

- Ensure the health and safety of all participants, spectators, and staff
- Provide immediate medical attention in case of injury or illness
- Arrange swift transport to hospitals for serious cases
- Comply with the UIPM and local health regulations

Event Management

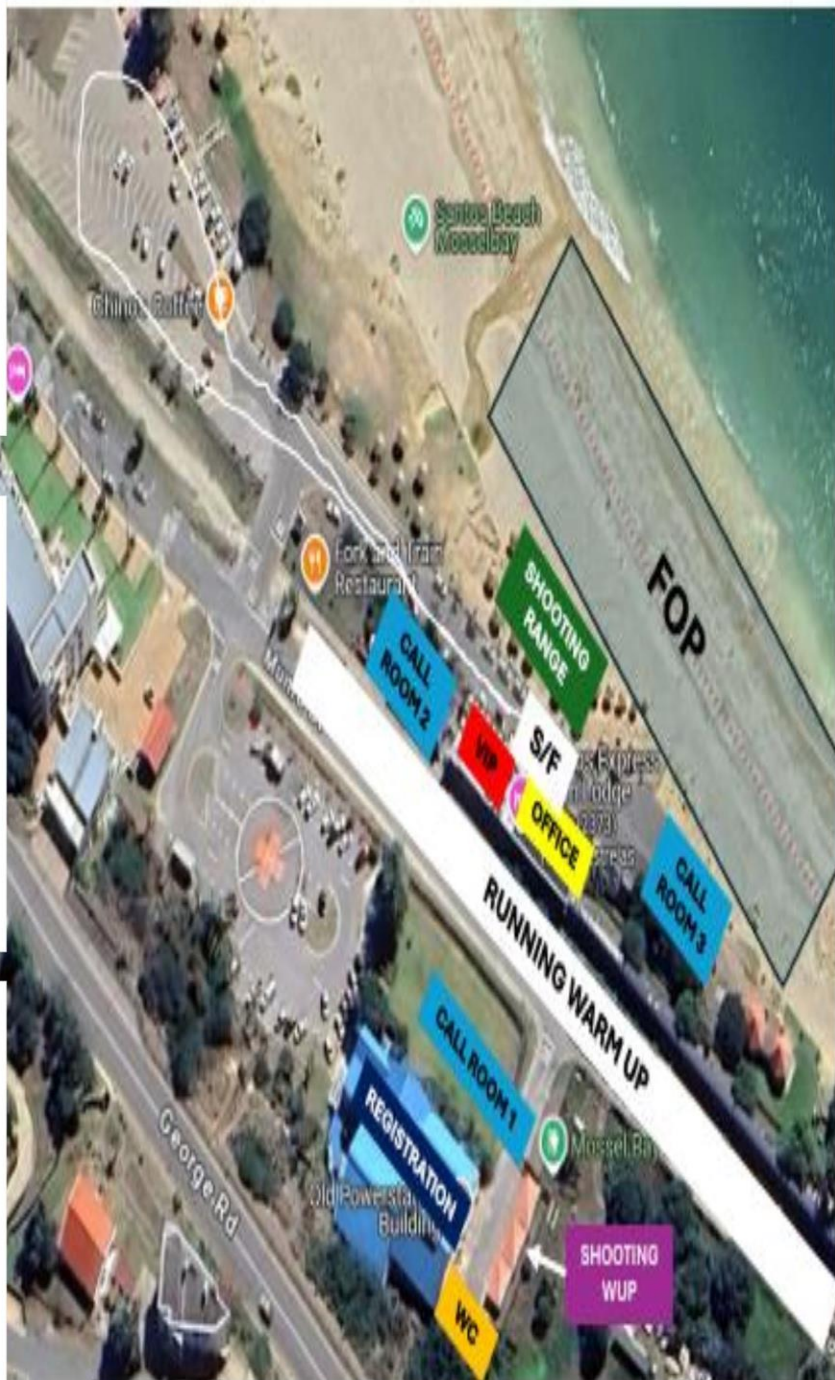
Objectives

- Maintain a clean and hygienic event environment
- Ensure proper disposal of all types of waste (general, medical, recyclable, organic)
- Promote sustainability and eco-conscious behavior among participants and spectators
- Comply with local environmental laws and international event standards

Warm-up Area

Objectives

- Provide a **private, controlled space** for athletes to warm up, focus, and mentally prepare.
- Act as the **First Call Room**, ensuring athletes are organized and ready for their events.
- Offer basic recovery, support, and shelter facilities.
- **Access is restricted** to authorized individuals only (athletes, officials, and medical personnel).



Seal Protocol

Objectives

- Ensure the **safety of athletes** in open water during swim events
- Minimize **disturbance to local seal populations** and comply with wildlife protection regulations
- Maintain positive **public perception** through responsible environmental stewardship and education
- Coordinate with **marine experts, authorities, hospitals** and train personnel and lifeguards

Additional ablution facilities

Objectives

- Provide **sufficient, clean, and accessible** ablution facilities to accommodate athletes, officials, spectators, and staff
- Ensure **inclusive facilities** for **paraplegic athletes and persons with disabilities**
- Maintain hygiene and sanitation through proper installation, servicing, and monitoring
- Comply with **local health regulations and international accessibility standards**

Security

Objectives

- Protect all participants, spectators, and assets.
- Ensure **controlled access** to restricted zones.
- Prevent unauthorized entry, crowd surges, theft, and disruptions
- Maintain **smooth flow of movement** without compromising security
- Coordinate efficiently with law enforcement and emergency services

Medical Plan

Objectives

- Ensure the health and safety of all participants, spectators, and staff
- Provide immediate medical attention in case of injury or illness
- Facilitate swift transport to hospitals for serious cases
- Comply with the UIPM and local health regulations

Waste Management

Objectives

- Maintain a clean and hygienic event environment
- Ensure proper disposal of all types of waste (general, medical, recyclable, organic)
- Promote sustainability and eco-conscious behavior among participants and spectators
- Comply with local environmental laws and international event standards

Seal Protocol

Objectives

- Ensure the **safety of athletes** in open water during swim events
- Minimize **disturbance to local seal populations** and comply with wildlife protection regulations
- Maintain positive **public perception** through responsible environmental stewardship and education
- Coordinate with **marine experts, authorities, hospitals** and trained personnel and lifeguards

Additional ablution facilities

Objectives

- Provide **sufficient, clean, and accessible ablution facilities** to accommodate athletes, officials, spectators, and staff
- Ensure **inclusive facilities** for **paraplegic athletes and persons with disabilities**
- Maintain hygiene and sanitation through proper installation, servicing, and monitoring
- Comply with **local health regulations and international accessibility standards**

Security

Objectives

- Protect all participants, spectators, and assets.
- Ensure **controlled access** to restricted zones.
- Prevent unauthorized entry, crowd surges, theft, and disruptions.
- Maintain **smooth flow of movement** without compromising security.
- Coordinate efficiently with law enforcement and emergency services.

Athlete Area

Objective

- Provide a **private, controlled space** for athletes to warm up, focus, hydrate, and mentally prepare.
- Serve as the **First Call Room**, ensuring athletes are organized and ready for their events.
- Offer basic recovery, support, and shelter facilities.
- Ensure **access is restricted** to authorized individuals only (athletes, coaches, officials, and medical personnel).

High level project plan overview

1. Project planning and administration

- Event overview
- Governance and ethics
- Legal and Regulatory compliance
- Financial planning
- Risk management



SOUTH AFRICAN MODERN PENTATHLON ASSOCIATION

High level project plan overview

2. Venue and facilities preparation

- Venue selection
- Field of play
- Support facilities (Athletes areas, ablutions, medical stations, Doping control etc)
- Accessibility (Disabled athletes and parking)
- Signage and wayfinding
- Waste management
- Security



SOUTH AFRICAN MODERN PENTATHLON ASSOCIATION

High level project plan overview

3. Equipment and technical set up

- Laser run equipment
- Timing systems
- Communication system
- IT infrastructure
- Medical equipment
- Equipment control
- Power Supply



SOUTH AFRICAN MODERN PENTATHLON ASSOCIATION

High level project plan overview

4. Officials and volunteer coordination

- Recruitment and training
- Roles and responsibilities matrix
- Accreditation
- Communication
- Code of conduct



SOUTH AFRICAN MODERN PENTATHLON ASSOCIATION

High level project plan overview

5. Competition Management

- Event schedule (invitation)
- Athlete registration
- Start lists and results
- Competition rules and regulations
- Protests and Appeals (appointment of jury of appeal)
- Medical support
- Security
- Awards ceremonies



SOUTH AFRICAN MODERN PENTATHLON ASSOCIATION

High level project plan overview

6. Athlete and team services

- Accommodation
- Transport
- Meals
- Training facilities
- Information services
- Welcome package
- Athlete area (Hydrations station etc)



SOUTH AFRICAN MODERN PENTATHLON ASSOCIATION

High level project plan overview

7. Media and marketing

- Media relations
- Website and social media
- Live streaming
- Photography and videography
- Sponsorships
- Advertising
- Public relations
- Branding



SOUTH AFRICAN MODERN PENTATHLON ASSOCIATION

High level project plan overview

8. Logistics and Operations

- Accreditation (see lanyards)
- Transportation
- Accommodation (Protea Hotel, Train Restaurant, Oceans Hotel)

9. Post event activities

- Results publications
- Feedback
- Financial reconciliation
- Event Evaluation
- Thank you notes



SOUTH AFRICAN MODERN PENTATHLON ASSOCIATION

High level project plan overview

10. VIP Services

- VIP Lists
- Invitations
- Accommodation
- Transportation
- VIP Lounge
- Hospitality services
- Seating
- Security
- Protocols



SOUTH AFRICAN MODERN PENTATHLON ASSOCIATION

High level project plan overview

11. Ethics and good governance booklet

- Code of conduct
- Conflict of interest
- Anti-Doping policies
- Safeguarding policy
- Media guidelines
- Contact info



SOUTH AFRICAN MODERN PENTATHLON ASSOCIATION

High level project plan overview

12. Athletes Guide

- Welcome message
- Event information
- Venue information
- Visitmosselbay.co.za
- Emergency information
- Seal safety information



SOUTH AFRICAN MODERN PENTATHLON ASSOCIATION

UIPM 2025 LR BT WORLD CHAMPIONSHIPS

UIPM

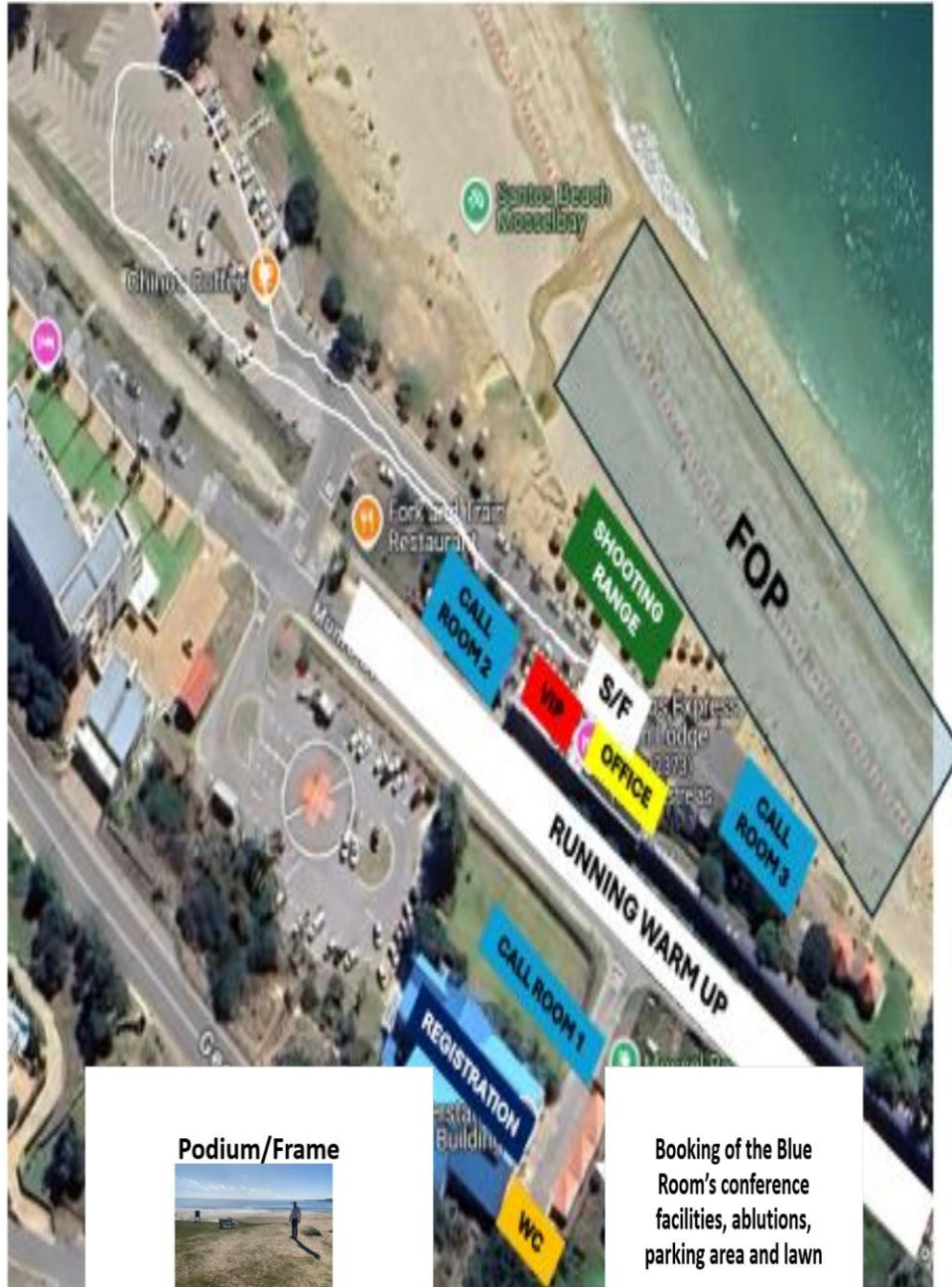
Speed Railing

Protective sleeve under the
road for electricity cablingAdapting slope (34cm slope) for safe and easy access for
athletes and para-athletesRemoval of some of the
thatch roofs
(Kleinbrak River is in need
of some)

Podium/Frame

Booking of the Blue
Room's conference
facilities, ablutions,
parking area and lawnGeneral area around the
Cul-de-Sac to be safe for
athletes

Wheelchair Mats

Parking next to the railway
linePermission for stalls catering
for food, beverage and local
arts and crafts vendors for
duration of the event

Speed Railing

Protective sleeve under the road for electricity cabling

Adapting slope (3x1m slope) for safe and easy access for athletes and para-athletes



**Removal of some of the
thatch roofs
(Kleinbrak River is in need
of some)**

**General area around the
Cul-de-Sac to be safe for
athletes**

Wheelchair Mats

Parking next to the railway line

**Permission for stalls catering
for food, beverage and local
arts and crafts vendors for
duration of the event**

Podium/Frame



**Booking of the Blue
Room's conference
facilities, ablutions,
parking area and lawn**

Compliance

- Briefing Document - Submitted
- Request for Assistance - Submitted
- Event Support Application form – Submitted*
- Application for an event – Submitted*
- Application for beaches - Submitted
- Beach Indemnity - Submitted
- Indemnity Form - Submitted
- SAPS Proforma Section 6.1 - Submitted

*We have completed all the documents from the 8th of December but after the official site visit, we would like to request to change all the forms to the 7th of December even though the OFFICIAL event only start on the 8th of December 2025



SOUTH AFRICAN MODERN PENTATHLON ASSOCIATION

Estimated Economic Benefit to Mosselbay

Athletes

- Estimation of 750 – 1000 athletes
- Athlete spent:
 - Transport
 - Accommodation
 - Meals
 - Excursions
 - Arts, Crafts and Curious



SOUTH AFRICAN MODERN PENTATHLON ASSOCIATION

Estimated Per Person Spent

	Cost	Qty	Total
Accommodation	715	10	7150
Transport	516	10	5160
Meals	450	10	4500
Excursions	500	2	1000
Curious	1000	1	1000
Total Spent			18 810
750 athletes			14 107 500
1500 visitors			28 215 000



SOUTH AFRICAN MODERN PENTATHLON ASSOCIATION

Title Sponsorship – Iconic Mosselbay

Dates: 7 – 13 December 2025

Venue: Santos Beach (East - Munroe) and parking area (by Jackal on the Beach)

Building: Old Powerstation Building / Blue Room Building

Financial Assistance: R750 000

Non-Financial Assistance:

Letter of support,
Contract and
Memorandum of Understanding
Member to attend LOC Meetings



SOUTH AFRICAN MODERN PENTATHLON ASSOCIATION

Next Steps

- Municipal Support / Go Ahead
- Appointment of service providers
- Payment to the UIPM
- Logo finalisation
 - Medals
 - Invitation (15 June 2025)



SOUTH AFRICAN MODERN PENTATHLON ASSOCIATION

Inspiration



INSPIRATIONAL

UIPM

BIATHLE - TRIATHLE - LASER RUN World Championships · Mossel Bay, SOUTH AFRICA 2025

Option 1



Option 2



Option 3



UIPM

BIATHLE - TRIATHLE - LASER RUN

World Championships

Mossel Bay, SOUTH AFRICA 2025

Thank you for your support

Questions?



SOUTH AFRICAN MODERN PENTATHLON ASSOCIATION

1. Executive Summary

1.1 Introduction

The South African Modern Pentathlon Association (SAMPA) aims to host three World Championships in Mossel Bay, South Africa, from 9-14 December 2025. This event will encompass the Triathlon, Biathlon, and Laser Run competitions, including para-categories, catering to a diverse range of athletes. SAMPA seeks collaboration with the Mossel Bay Municipality for title sponsorship, anticipating the participation of over 800 athletes and their families, which presents a substantial opportunity to enhance local tourism and support local businesses.

1.2 Offering

SAMPA will be hosting World Championships for three dynamic sports: Biathlon, Triathlon, and Laser Run. These events will be structured to ensure high levels of competition and inclusion through various para-categories, showcasing innovative sporting formats that appeal to both competitors and spectators.

Hosting three world championships in Mossel Bay presents a significant economic boost for the local community. The event will create demand for accommodation and essential services benefiting local providers not to mention showcasing Mossel Bay to International visitors as a possible holiday destination of choice.

1.3 Market

The target market consists of athletes and their families from around the globe specialising in modern pentathlon sports. The growth potential for these niche sports is evident as they gain traction internationally, especially with rising awareness and increased participation in these events over the past couple of years. Furthermore, the location in Mossel Bay is perfect to attract tourism due to its natural beauty, fair weather and great facilities.

1.4 Goals

- **Short-term Goals:** Secure permission and sponsorship from Mossel Bay Municipality, finalise the event logistics, and initiate marketing campaigns.
- **Long-term Goals:** Establish SAMPA as a leading federation for Modern Pentathlon in South Africa and potentially expand to hosting additional future international events.

2. World Championships

2.1 Concept

By organising and hosting world-class championships, SAMPA's aiming at creating visibility and participation of modern pentathlon and its development sports in South Africa. This initiative not only promotes the sports but also fosters community involvement and economic development through tourism.

2.2 Legal Structure

SAMPA operates as a sports federation affiliated to the South African Sports Confederation and Olympic Committee (SASCOC), which allows us to promote and develop as a high-performance sport both locally and internationally. This structure facilitates cooperation between sports bodies, government and private sectors.

2.3 Location

Located at Santos Beach in Mossel Bay, the choice of venue is strategic, offering beautiful scenery and ample facilities to accommodate athletes and their families. The destination's readiness for tourism aligns seamlessly with SAMPA's objectives, promising an exciting seaside championship atmosphere.

3. Market Analysis

3.1 General

Sporting events is witnessing significant growth as communities prioritise health and fitness. Modern Pentathlon and the development sports thereof, while niche, has seen

a resurgence in popularity with increasing global recognition. However, challenges such as funding and event logistics must be strategically managed.

3.2 Target Market

The primary customers are athletes participating in Biathle, Triathle, and Laser Run events along with their families, who contribute to the economic impact of the championships through travel and accommodation expenses. Secondary customers include sponsors and local businesses that will benefit commercially from increased footfall during the events.

4. Local Organising Committee (LOC)

4.1 Organisational structure

The Union Internationale de Pentathlon Moderne (UIPM) requires that the LOC are structured in such a manner to ensure that SAMPA follow both UIPM as well as local government rules and regulations, allowing for agility and quick decision-making processes essential for event planning.

4.2 Management Team

The management team comprises of experienced professionals with backgrounds in sports administration and community outreach strategies, bringing valuable expertise, with Frans van Niekerk, President of SAMPA also acting in the capacity of the race director during the championships.

5. The events

5.1 Description

The championships feature a diverse range of sports: Biathle (swimming and running), Triathle (shooting, swimming, and running), and Laser Run (shooting and running). These events are designed to be engaging for participants and spectators alike, incorporating cutting-edge competition technology.

5.2 Unique Selling Proposition

SAMPA distinguishes itself through its commitment to inclusivity, offering para-categories in all competitions, thereby opening doors for diverse participant demographics and enriching the event experience.

6. Marketing and Sales Strategy

6.1 Marketing Plan

SAMPA will deploy a multi-channel marketing strategy, focusing on digital platforms for wider reach paired with traditional local advertising, enhancing brand visibility. Engagement with communities through events will also be prioritised.

6.2 Sales Strategy

The pricing model for the championships will include registration fees for athletes and packages for families. Local businesses can access sponsorship tiers to promote their services as part of the event's marketing efforts.

6.3 Promotion

Promotional activities will encompass collaborations with local businesses, media partnerships, and special community events leading up to the championships, fostering anticipation and involvement where possible.

7. Request for assistance

7.1 Funding request

SAMPA is seeking R750 000 in funding to support championship logistics, marketing efforts, and operational costs necessary to ensure successful execution of the events.

Biathle – R250 000

Triathle – R250 000

Laser Run – R250 000

7.2 Use of Funds

- Event logistics and infrastructure: 40%
- Marketing and promotion: 30%
- Operational costs (staff, training): 20%
- Contingency fund: 10%

7.3 Further assistance required

When hosting UIPM World Championships, local federations are required to provide specific facilities and features to ensure a successful event. The invitation form for such competitions must clearly outline details such as the format of the competitions, the order of events, and the specifications of the facilities, including a swimming area, a running surface, and shooting stations with defined dimensions and surfaces. The host must also provide organised training facilities amongst others. Furthermore, the host is responsible for ensuring that all necessary equipment and technical requirements are met, adhering to UIPM regulations and standards.

A list of these requirements has been included in Appendix 9.3 where it is requested that the Mosselbay municipality to please assist or refer SAMPA to local suppliers to ensure additional economic benefit to the town of Mosselbay.

8. Estimated economic opportunity on Mosselbay

Hosting three world championships in Mossel Bay presents a significant economic opportunity for the local community. The influx of participants and their families will lead to increased demand for various services and accommodations.

Local providers will be sourced for essential services, including but not limited to sound systems, food stalls, tents, portable toilets to name but a few, ensuring that the economic benefits circulate within the community.

Each participating athlete typically brings at least one family member, and when these championships are held in a holiday destination like Mossel Bay, families often extend their stay for leisure. For instance, with an estimated four people per family staying for a minimum of seven nights at R500 per person per night, each family could contribute approximately R14,000 to local accommodation. Additionally, with meal costs averaging R200 per person for two meals a day, families could spend around R12,800 on food during their stay. Cumulatively, this results in a total economic impact of approximately R25,200 per family for the duration of the championships. These estimations do not include transportation, spend on curios and gifts and even day trips and excursions for the families to local sightseeing destinations.

9. Appendix

9.1 Legal Document Requirements

Relevant legal documents, including licenses and permits will be necessary for event hosting. The bidding document is available on request to assure compliance and legitimacy.

9.2 Additional Information

Supplementary materials such as promotional graphics, market research data, and previous event case studies can be provided to support the business plan.

9.3 Additional assistance required

An extensive list of amenities and assistance is included for contractual purposes.

E218-07/2025**PROPOSED AMENDMENTS TO TERMS OF REFERENCE OF
MOSSEL BAY MUNICIPALITY EDUCATION, TRAINING &
DEVELOPMENT COMMITTEE IN ACCORDANCE WITH NEW
MUNICIPAL STAFF REGULATION**

File Number:

Report By: PEDROK

PURPOSE AND BACKGROUND / DOEL EN AGTERGROND

In terms of Executive Mayoral Committee Resolution CG25-07/2025 it was resolved as follows:

“That the following recommendation be made to Council:

That Council approves the proposed amendments to the Terms of Reference of the Education, Training and Development Committee and for implementation on the 1st day of the month, following Council’s approval.”

The Item which served before the Executive Mayoral Committee on 22 July 2025 reads as follows:

“The Terms of Reference of Mossel Bay Municipality Education, Training and Development Committee was approved by Council on 04 August 2021 as per resolution E210-08/2021.

Clause 5(1) of the Municipal Staff Regulations: Guidelines for The Implementation of the Municipal Staff Regulations stipulates:

“A Senior Manager must chair the Municipality’s Training Committee.”

To comply with the new Municipal Staff Regulation which took effect on 01 July 2022, the terms of reference of ETD Committee must be revised to cover all aspects relating to Chapter 4 of the Skills Development Guideline in respect of the roles and responsibilities of the training committee.

At the Local Labour Forum held on 17 April 2025 as per L17-03/2025 it was decided:

“That proposed amendments to the Terms of Reference of the Education, Training and Development Committee be accepted by the Local Labour Forum and referred to Council for approval and implementation.”

DISCUSSION AND MOTIVATION / BESPREKING EN MOTIVERING

The Terms of Reference of Mossel Bay Municipality Education, Training and Development Committee stipulates the nomination process for Chairperson and Deputy Chairperson:

1. *The election of the Chairperson will be done by the Education, Training and Development Committee for a 12-month term, commencing 1 January and ending 30 December.*

2. *The Chairperson shall chair all meetings of the Committee at which he/she is present and in his/her absence the Deputy Chairperson shall act as Chairperson. In the absence of both the Chairperson and Deputy Chairperson, one Committee member elected by the Committee Members present, shall act as Chairperson.*
3. *If the Chairperson is a representative of the employer, the Vice Chairperson should be a Union representative.*

During the Education, Training and Development Committee meeting held on 1 September 2022, the following was resolved per Resolution TR19-09/2022:

“That an Item be referred to Executive Management to nominate the Chairperson and Deputy Chairperson of the Education, Training and Development Committee”.

During the Executive Management meeting held on 14 November 2022, Executive Management resolved per COR399-11/2022:

“ That in accordance with Chapter 4 of the Skills Development Guideline pertaining to the roles and responsibilities of the Training Committee, the Director Corporate Service be nominated as Chairperson of the Education, Training and Development Committee who shall chair all meetings of the Committee at which he/she is present and in his/her absence the Director Financial Services, as Deputy Chairperson shall act as Chairperson”.

The workshop with the Trade Unions was arranged and scheduled for 07 February 2024 to discuss the proposed amendments to the revised TOR and were provided five working days to submit their inputs.

Trade Unions proposed during the abovementioned workshop that Clause 5, which deals with Chairperson and Deputy Chairperson, must remain as is and should not be removed:

“In the absence of both the Chairperson and Deputy Chairperson, one Committee member elected by the Committee members present, shall act as Chairperson”.

The proposed amendment from the workshop held with Trade Unions was further discussed during the Education, Training & Development Committee on 07 March 2024 as per TR5-03/2024. Education, Training & Development Committee deliberated on whether the status quo should remain as per COR399-11/22 or deviate from the Municipal Staff Regulation by electing one Committee member in the absence of both Chairperson and Deputy Chairperson.

The Chairperson, Director Corporate Services, explained that the key changes to the Terms of Reference as per Municipal Staff Regulation stipulate that the Senior Manager must chair the Training Committee meetings, therefore, in absence of both Chairpersons, the Official acting in the post of the Chairperson may chair the meeting.

The Education, Training & Development Committee then resolved per Resolution TR5-03/2024 as follows:

1. That the Education, Training and Development Committee take cognisance of the proposed amendments on Terms of Reference of Mossel Bay Municipality Education, Training & Development Committee.
2. That the proposed amendment be referred to Local Labour Forum for acceptance.

Attached hereto as annexure please find the Terms of Reference of the Mossel Bay Municipality Education, Training & Development Committee with proposed amendments which are indicated in *bold italics format*.

RELEVANT LEGISLATION / RELEVANTE WETGEWING

Skills Development Act 97 of 1998.

Skills Development Levies Act 9 of 1999.

Terms of Reference of Education, Training & Development Committee.

Education, Training & Development Policy.

RECOMMENDATION

That the following recommendation be made to Council:

That Council approves the proposed amendments to the Terms of Reference of the Education, Training and Development Committee and for implementation on the 1st day of the month, following Council's approval."

NOTE:

Please consult the complete annexures as attached to the agenda for the Corporate and Governance Services Committee Meeting which was held on 16 July 2025 (Item CG25-07/2025) for more details.

RECOMMENDATION TO COUNCIL

That Council approves the proposed amendments to the Terms of Reference of the Education, Training and Development Committee and for implementation on the 1st day of the month, following Council's approval.