

## **APPLICATION FOR RENEWAL OF THE LEASE AGREEMENT OF THE MUNICIPAL BUILDING SITUATED ON A PORTION OF ERF 78, MEYER STREET, LITTLE BRAK RIVER (±3 000m²): POWERKIDS CRECHE**

Notice is hereby given in terms of the Local Government: Municipal Finance Management Act, 2003 (Act 56 of 2003) together with the Municipal Asset Transfer Regulations R878 of 2008 and the Local Government: Municipal Systems Act 2000 (Act 32 of 2000).

In terms of Council Resolution, Item GM95-12/2024 it was resolved as follows:

- "1. That approval be granted for the renewal of the Lease Agreement of the Municipal Building situated on a portion of Erf 78, Meyer Street, Little Brak River (±3 000m²), as indicated on the annexed locality plan marked 'B', to Powerkids Creche, for a period of three (3) years, at a rental amount of R432.00 per month (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, since it is not required for basic municipal purposes, to be utilised for creche 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 the Applicant will not sublet the erf or any portion thereof without the prior written approval of the Municipality.*
- 4. That the Applicant will be responsible for the maintenance of the premises and interior of the building in good and tidy condition to the satisfaction of the Municipality.*
- 5. That no structural changes or improvements may be effected without prior written approval of the Municipality.*
- 6. 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.*
- 7. That the Applicant will be responsible for the insurance of their contents in the building as well as to obtain Public Liability Insurance.*
- 8. That the Applicant will be responsible for the payment of all Municipal services in respect of the property to the satisfaction of the Manager: Income Section.*
- 9. That the Applicant will indemnify the Municipality against any claim which may originate as a result of its use of the property.*
- 10. 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.*
- 11. That the Applicant take note that the primary purpose of the premises remains that of a Community Hall and will be responsible to move their contents to enable the hall to be used as such when booked by third parties.*
- 12. That the Public Participation Process, as prescribed in the relevant legislation, be followed.*
- 13. 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.*
- 14. That the Applicant will be responsible for all costs related to the application, including advertising costs.*
- 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 Lease Agreement being signed by both parties."*

### **FURTHER NOTICE IS HEREBY GIVEN THAT:**

Any objections, comments, representations or alternative proposals regarding the Council's intention should be lodged in writing to the Municipal Manager, P.O. Box 25, Mossel Bay, 6500, alternatively by email to [admin@mosselbay.gov.za](mailto:admin@mosselbay.gov.za) on or before 17 March 2024. Any objections, comments, representations or alternative proposals which are received after the abovementioned closing date may not be taken into consideration.

Any interested or affected party are hereby requested to:

Submit similar or alternative proposals for the proposed renewal of lease of the property; and/or

Submit any objections, comments or representations regarding the proposed renewal of lease of the property on the abovementioned terms and conditions.

Any enquiries may be directed to Ms S Jombile on telephone number (044) 606 5000 or by email to [sjombile@mosselbay.gov.za](mailto:sjombile@mosselbay.gov.za). This notice is also available on the website of the Municipality, [www.mosselbay.gov.za](http://www.mosselbay.gov.za).

You are kindly requested to contact the abovementioned official to make arrangements for collection, viewing or assistance to provide your comments, objections or representations in writing.

This notice is published in English and will be made available free of charge, in Afrikaans or Xhosa upon request.

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File Reference: 7/2/2/1, C12619519

**CB PUREN**  
**MUNICIPAL MANAGER**