



Notice is hereby given in terms of Section 29 of the Local Government: Municipal Structures Act, Act 117 of 1998, that a **SPECIAL COUNCIL MEETING** of the 2016/2021 term of the Garden Route District Municipality will be held in the **CA Robertson Council Chambers, 54 York Street, George**, on **TUESDAY, 22 OCTOBER 2019** at **11:00** to consider the items as set out in the agenda.

*Kennis geskied hiermee ingevolge Artikel 29 van die Wet op Plaaslike Regering: Munisipale Strukture, 1998, Wet 117 van 1998, dat 'n **SPESIALE RAADSVERGADERING** van die 2016/2021 termyn van die Garden Route Distriksmunisipaliteit gehou sal word in die **CA Robertson Raadsaal, Yorkstraat 54, George**, op **DINSDAG, 22 OKTOBER 2019** om **11:00** ten einde oorweging aan die items soos in die agenda uiteengesit, te skenk.*

KuKhutshwe isaziso ngokwemiqathango yoMhlathi 29 woRhulumente Basekhaya: Umthetho Wezolawulo loMasipala, 1998, uMthetho 117 wango 1998, sokuba **INTLANGANISO EKHETHEKILEYO YEBHUNGA** yexesha lika 2016/2021 loMasipala Wesithili se Garden Route izakubanjelwa **kwiGumbi leBhunga iCA Robertson, 54 York Street, e George NGOLWESIBINI, 22 KWEYEDWARHA 2019** ngentsimbi ye **11:00** ukuqwalasela imiba ebekwe kwi agenda.

  
**CLLR BHJ GROENEWALD**

Speaker  
Speaker  
Somlomo

  
**MG STRATU**

Municipal Manager  
Munisipale Bestuurder  
Mphathi Masipala

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Date: 11 October 2019

1. OPENING AND WELCOMING / OPENING EN VERWELKOMING / UVULO NOLWAMKELO
2. SILENT PRAYER / STILLE GEBED / UMTHANDAZO OTHULEYO
3. ATTENDANCE OF MEMBERS / BYWONING VAN LEDE / AMALUNGU AKHOYO
  - 3.1 COUNCILLORS PRESENT / RAADSLEDE TEENWOORDIG / OOCEBA ABAKHOYO
  - 3.2 COUNCILLORS WITH LEAVE / RAADSLEDE MET VERLOF / OOCEBA ABAKWIKHEFU
  - 3.3 COUNCILLORS WITHOUT LEAVE / RAADSLEDE SONDER VERLOF / OCEBA ABANGEKHO KWIKHEFU
4. NOTING THE PROVISIONS OF SCHEDULE 1 (CODE OF CONDUCT FOR COUNCILLORS) OF THE LOCAL GOVERNMENT MUNICIPAL SYSTEMS ACT, 2000 / KENNISNAME VAN DIE VOORSKRIFTE VAN SKEDULE 1 (GEDRAGSDKODE VIR RAADSLEDE) / UQWALASELO LWEMITHETHO-NEMIMISELO YOLUHLU 1 (INDLELA YOKUZIPHATHA KOCEBA) LOMTHETHO WENKQUBO ZORHULUMENTE BASEKHAYA, 2000
5. DISCLOSURE OF INTERESTS BY COUNCILLORS AND OFFICIALS / VERKLARING VAN BELANGE DEUR RAADSLEDE EN AMPTENARE / UKUCHAZWA KWENJONGO NGOOCEBA KUNYE NAMAGOSA
6. INTRODUCTION OF NEWLY APPOINTED STAFF / BEKENDSTELLING VAN NUWE PERSONEEL / UKWAZISWA KWABASEBENZI ABASANDOKUQASHWA

*As per report on page 25-33*

7	<b>INAUGURATION OF ANC COUNCILLOR: GARDEN ROUTE DISTRICT COUNCIL: CLLR N.V. GUNGUBELE / INHULDIGING ANC RAADSLID: GARDEN ROUTE DISTRIKSRAAD: RDL N.V. GUNGUBELE / UKUFUNGISWA KOCEBA WE ANC: IBHUNGA LESITHILI SE GARDEN ROUTE: UCEBA N.V. GUNGUBELE</b> <i>Refer: Report (4/2/9) dated 10 October 2019 from the Municipal Manager (MG Stratu)</i>	9 – 14
8	<b>COMMUNICATIONS BY THE SPEAKER / MEDEDELINGS DEUR DIE SPEAKER / UNXIBELELWANO LUKASOMLOMO</b>	
9	<b>COMMUNICATIONS BY THE EXECUTIVE MAYOR / MEDEDELINGS DEUR DIE UITVOERENDE BURGEMEESTER / UNXIBELELWANO LUKA SODOLOPHU</b>	
10	<b>COMMUNICATIONS BY THE MUNICIPAL MANAGER / MEDEDELINGS DEUR DIE MUNISIPALE BESTUURDER / UNXIBELELWANO LOMPHATHI MASIPALA</b>	
11	<b>APPROVAL OF MINUTES OF COUNCIL MEETINGS /</b> <b>GOEDKEURING VAN NOTULES VAN RAADSVERGADERINGS /</b> <b>UKWAMKELWA KWEMIZUZU YENTLANGANO YEBHUNGA</b>	15 - 24



11.1	Special Council meeting dated 23 August 2019 / <i>Spesiale Raadsvergadering gedateer 23 Augustus 2019</i> / Intlanganiso eKhethekileyo yeBhunga ngomhla 23 KweyeThupa 2019	
12	<b>MINUTES OF MAYORAL COMMITTEE MEETINGS AND OTHER SECTION 79 COMMITTEES (FOR NOTIFICATION) / NOTULES VAN BURGEMEESTERSKOMITEEVERGADERINGS EN ANDER ARTIKEL 79 KOMITEES (VIR KENNISNAME) / IMIZUZU YEKOMITI KASODOLOPHU KUNYE NEZINYE IKOMITI ZOMHLATHI 79 (ITHATHELWE INGQALELO)</b>	
	None / Geen / Ayikho	
13	<b>STANDING ITEMS / STAANDE ITEMS / IMIBA EMISIWEYO</b>	
13.1	<b>APPOINTMENTS, SERVICE EXITS AND LABOUR RELATIONS INFORMATION FOR SEPTEMBER 2019 / AANSTELLINGS, UITDIENSTREDINGS EN ARBEIDSVIRHOUDINGE INLIGTING VIR SEPTEMBER 2019 / ABAQASHIWEYO, ABASHIYE UMSEBENZI KUNYE NEMICIMBI YEZABASEBENZI KWINYANGA YESILIMELA NEYEKHALA (798594)</b> <i>Refer: Report (9/3/1) dated 03 October 2019 from the Executive Manager: Corporate Services (B Holtzhausen) / Manager Human Resources (N Klaas)</i>	25 - 33
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	<b>REPORT: SECTION 52 RESPONSIBILITIES OF THE EXECUTIVE MAYOR / VERSLAG: ARTIKEL 52 VERANTWOORDELIKHEDE VAN DIE UITVOERENDE BURGEMEESTER / INGXELO: UMHLATHI 52 UXANDUVA LUKA SODOLOPHU</b> <i>Refer (12/4/2/1) dated 08 October 2019; Report from the Executive Mayor (Cllr M Booysen)</i>	34 – 79
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	<p><b>COST CONTAINMENT REPORTING – QUARTER 1 OF 2019/20/ KOSTE INPERKINGSVERSLAG – KWARTAAL 1 VAN 2019/20 / UNIKEZELO LWENGXELO KONGINCICHISWA KWENDLEKO-KWIKOTA 1 KA 2019/20(828255)</b></p> <p style="text-align: right;"><i>Refer (6/18/7) dated 10 October 2019; Report from the Executive Manager: Financial Services (J-W de Jager)</i></p>	119 – 122
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<b>SECTION E</b> <b>ITEMS FROM THE CORPORATE SERVICES DEPARTMENT / ITEMS VANAF DIE KORPORATIEWE</b> <b>DIENTE DEPARTEMENT / IMIBA YESEBE LENKONZO ZOLAWULO</b>		
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	<b>RESTRUCTURING OF SECTION 79 AND 80 COMMITTEES / HERSAMESTELLING VAN ARTIKEL 80 EN 79 KOMITEES / UKUMISELWA NGOKUTSHA KWEKOMITI ZOMHLATHI 79 KUNYE 80</b> Refer (4/1/2/4/12) dated 17 October 2019: Report from the Executive Manager: Corporate Services (B. Holtzhausen)	154 – 161

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ITEMS FROM THE COMMUNITY SERVICES DEPARTMENT / ITEMS VANAF DIE GEMEENSKAPSDIENSTE DEPARTEMENT / IMIBA YESEBE LENKONZO ZOLUNTU		
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SECTION G		
ITEMS FROM THE ROADS AND TRANSPORT PLANNING SERVICES DEPARTMENT / ITEMS VANAF DIE PAAIE EN VERVOER BEPLANNINGSDIENSTE DEPARTEMENT / IMIBA YESEBE LENKONZO ZENDLELA KUNYE NEZICWANGCISO KWEZOTHUTHO		
	NONE / GEEN / AYIKO	
SECTION H		
ITEMS FROM THE PLANNING AND ECONOMIC DEVELOPMENT DEPARTMENT / ITEMS VANAF DIE BEPLANNING EN EKONOMIESE DIENSTE DEPARTEMENT / IMIBA YESEBE LEZOCWANGCISO KUNYE NOPHUHLISO LOQOQOSHO		
	<b>REPORT ON THE MUNICIPAL ELECTRICITY MASTER PLAN / VERSLAG RAKENDE DIE MUNISIPALE ELEKTRISITEIT MEESTERSPLAN / INGXELO MALUNGA NESICWANGCISO ESINGUNDOQO SOMASIPALA NGEZOMBANE</b> Refer (17/2/R) dated 10 October 2019; Report from the Executive Manager Planning & Economic Development (L Menze)	162 – 202
	<b>CONCESSION AGREEMENT(S) TO MANAGE AND OPERATE CALITZDORP SPA AND DE HOEK MOUNTAIN RESORT / KONSESSIEOORENKOMS(TE) OM CALITZDORP SPA EN DE HOEK BERGOORD TE BEHEER EN BEDRYF/ IZIVUMELWANO ZEMVISISWANO NGOKULAWULWA KUNYE NOKUSETYENZISWA KWE CALITZDORP SPA KUNYE NE DE HOEK MOUNTAIN RESORT</b> Refer (7/4/3/1) dated 27 September 2019; Report from the Executive Manager Planning & Economic Development (L Menze)	203 – 269
	<b>LEASE AGREEMENT: A PORTION OF FARM 419, MOSSEL BAY, WESTERN CAPE (20 HECTARES IN EXTENT) / HUUR OORENKOMS: 'N DEEL VAN PLAAS 419, MOSSELBAAI, WESKAAP (20 HEKTAR IN GROOTTE) / ISIVUMELWANO SOKUQESHISA: INXENYE YE FAMA 419, MOSSEL BAY, NTSHONA KOLONI (IHEKTARE EZIYI 20 UBUNCIKANE)</b> Refer (7/4/3/1) dated 08 October 2019; Report from the Executive Manager Planning & Economic Development (L Menze)	270 – 295

	<b>REPORT ON RECONFIGURATION OF GARDEN ROUTE IGR STRUCTURES /          VERSLAG OP REKONFIGURASIE VAN GARDEN ROUTE IGV STRUKTURE /          INGXELO NGOKUHLENGHALENGISWA KWEZIMO ZE IRG KWI GARDEN          ROUTE</b> Refer (16/8/2) dated 10 October 2019; Report from the Executive Manager Planning & Economic Development (L Menze)	296 – 308
<b>SECTION I</b>  <b>MOTIONS OF EXIGENCY / DRINGENDE MOSIES / IMIBA ENGXAMISEKILEYO</b>		
	None / Geen / Ayikho	
<b>SECTION J</b>  <b>NOTICES OF MOTIONS / KENNISGEWING VAN MOSIES / ISAZISO SEZIPHAKAMISO</b>		
	None / Geen / Ayikho	
	CLOSURE / SLUITING / UQUKUNJELO	

Rdl / Cllr CN Lichaba  
 Rdl / Cllr S De Vries  
 Rdl / Cllr NF Kamte  
 Rdl / Cllr MP Mapitiza  
 Rdl / Cllr SF May  
 Rdl / Cllr D Saayman  
 Rdl / Cllr BN Van Wyk  
 Rdl / Cllr RE Spies  
 Rdl / Cllr JL Hartnick  
 Rdl / Cllr M Booysen  
 Rdl / Cllr AJ Rossouw  
 Rdl / Cllr KS Lose  
 Rdl / Cllr T Fortuin  
 Rdl / Cllr JP Johnson  
 Rdl / Cllr IT Mangaliso  
 Rdl / Cllr T Van Rensburg  
 Rdl / Cllr SS Mbandezi  
 Rdl / Cllr BHJ Groenewald  
 Rdl / Cllr E Meyer  
 Rdl / Cllr RH Ruiters  
 Rdl / Cllr I Stemela  
 Rdl / Cllr EH Stroebeel  
 Rdl / Cllr RS Figland  
 Rdl / Cllr PJ Van der Hoven  
 Rdl / Cllr T Teyisi  
 Rdl / Cllr V Gericke  
 Rdl / Cllr K Windvogel  
 Rdl / Cllr JCLambaatjeen  
 Rdl / Cllr RR Wildschut  
 Rdl / Cllr NC Jacob  
 Rdl / Cllr ASM Windvogel  
 Rdl / Cllr NA Tsengwa  
 Rdl / Cllr DMC Pofadder  
 Rdl / Cllr L Tyokolo  
 Rdl / Cllr NV Gungubele **(as from  
 08 Oct 2019)**

**INAUGURATION OF ANC COUNCILLOR: GARDEN ROUTE DISTRICT COUNCIL: CLLR N.V. GUNGUBELE / INHULDIGING VAN ANC RAADSLID: GARDEN ROUTE DISTRIKSRAAD: RDL N.V. GUNGUBELE / UKUFUNGISWA KOCEBA WE ANC: IBHUNGA LESITHILI SE GARDEN ROUTE: UCEBA N.V. GUNGUBELE**

(4/2/9)

10 October 2019

## **REPORT FROM MUNICIPAL MANAGER (MONDE STRATU)**

### **PURPOSE OF THE REPORT**

To inform Council of the replacement of Councillor D Xego who ceased to hold office as a Councillor on the Garden Route District Council effective from 02 September 2019.

### **BACKGROUND**

A vacancy occurred at the Garden Route District Council as a result of the resignation of the directly elected councillor Cllr. Doris Xego on the Garden Route District Municipality.

Section 11(1)(a) of Schedule 2 of the Municipal Structures Act, 1998 Act 117 of 1998, the Electoral Commission determines as follows;

*"11 Filling of vacancies*

*(1)(a) If a Councillor elected from a party list ceases to hold office, the chief electoral officer, must subject to item 13, declare in writing the person whose name is on top of the applicable party list to be elected in the vacancy."*

Section 13 of the said Act reads as follows;

*"13 Filling of vacancies and changing the order*

*(1) A party may supplement, change or increase its list at any time, provided that if a Councillor elected according to a party list, ceases to hold office, the party*

*concerned may supplement, change or increase its list by not later than 21 days after the Councillor has ceased to hold office. The vacancy must be filled as soon as the party in question has supplemented, changed or increased its list, but not later than 14 days expiry of the 21-day period."*

On 06 September 2019, the Provincial Independent Electoral Commission was informed of the vacancy as prescribed by Section 11 of Schedule 2 of the Municipal Structures Act, Act 117 of 1998.

The Independent Electronic Commission has advised Council that Cllr. **Nomvuyiseko Vinolia Gungubele** (ID No 581015 0898 085) from the African National Congress (ANC), was declared elected to the Garden Route District Council with effect from 08 October 2019. A copy of the notice from the IEC is attached as **Annexure A**.

#### **RELEVANT LEGISLATION**

Schedule 2 of the Local Government Municipal Structures Act, 1998 (Act 117 of 1998).

#### **UITVOERENDE OPSOMMING**

*'n Vakature het op die Garden Route Distriksraad ontstaan as gevolg van die bedanking van die direk verkose verteenwoordiger, Rdl Doris Xego.*

*Die OVK het die Raad in kennis gestel dat Rdl Nomvuyiseko Vinolia Gungubele, (ID **No 581015 0898 085** as raadslid vir die African National Congres (ANC), met ingang van 08 Oktober 2019 tot die Garden Route Distriksmunisipaliteit verkies word. 'n Afskrif van die kennisgewing van die OVK word aangeheg as **Aanhangsel A**.*

#### **RECOMMENDATIONS**

1. That cognizance be taken of the notice from the IEC, dated 08 October 2019.
2. That Cllr. Nomvuyiseko Vinolia Gungebele, be inaugurated as Councillor of Garden Route District Council with effect from 08 October 2019.
3. That Cllr. Nomvuyiseko Vinolia Gungubele, be requested to take the Oath of Office, as required in terms the Municipal Structures Act, 1998.



## **AANBEVELINGS**

1. *Dat kennis geneem word van die kennisgewing van die OVK, gedateer 08 October 2019.*
2. *Dat Rdl. Nomvuyiseko Vinolia Gungebele, met ingang van 08 October 2019 as Raadslid van die Garden Route Distriksmunisipaliteit ingehuldig word.*
3. *Dat Rdl. Nomvuyiseko Vinolia Gungubele, versoek word om 'n eed van die **amp** te neem, soos vereis ingevolge die Wet op Munisipale Strukture, 1998.*

## **IZINDULULO**

1. Sesokuba kuthathelwe ingqalelo isaziso se IEC, sangomhla 08 kweyeDwarha 2019.
2. Sesokuba uCeba. Nomvuyiseko Vinolia Gungubele, afungiswe njengo Ceba weBhunga loMasipala Wesithili se Garden Route ukususela ngomhla 08 kweyeDwarha 2019.
3. Sesokuba uCeba. Nomvuyiseko Vinolia Gungubele, acelwe ukuba athathe Isifungo se Ofisi njengoko kufunwa yi Municipal Structures Act, 1998.

## **ANNEXURE**

ANNEXURE A



SOUTH AFRICA

## Memorandum

**To:** The Municipal Manager: Garden Route District Municipality

**From:** B Heuvel

**CC:** G Abrahams; C Sampson; D Marco; B Mbeleni; K Simelane

**Date:** 08 October 2019

**Re:** **Replacement of the African National Congress (ANC) PR Councillor Xego:  
DC4 – Garden Route District Council**

☐ Urgent   ☐ For Review   ☐ Please Comment   ☐ Please Reply   ☐ Please Recycle

Please be advised that as prescribed in item 11 of Schedule 2 of the Municipal Structures Act, 1998 (Act. No. 117 of 1998), that **Nomvuyiseko Vinolia Gungubele, ID No. 581015 0898 085**, being the candidate at the top of the party list for the **African National Congress (ANC)** has been declared elected to **Garden Route District Council**.

Councillor **Gungubele** replaces **Doris Xego, ID No. 660726 0514 084**, who ceased to hold office of Councillor in the District Council.

Sincerely

**B Heuvel**  
**Manager: Voter Registration and Party Liaison**

## Electoral Commission

*Ensuring Free and Fair Elections*

Commissioners: Mr V.G. Mashinini (Chairperson) | Ms J.Y. Love (Vice-Chairperson) | Dr N.P. Masuku | Mr M. Moepya | Judge D. Pillay  
National Office: Election House, Riverside Office Park, 1303 Heuvel Avenue, Centurion, 0157 | P/Bag X112, Centurion, 0046  
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[www.gardenroute.gov.za](http://www.gardenroute.gov.za)

#### OFFICE OF THE MUNICIPAL MANAGER

Enquiries: S Fransman  
Reference: 4/2/4  
Date: 06 September 2019

Provincial Electoral Officer  
Independent Electoral Commission: Western Cape  
The Bridge  
1<sup>st</sup> Floor, Unit 4  
304 Durban Road  
**BELVILLE**  
7530  
By email: [JACOBSI@elections.org.za](mailto:JACOBSI@elections.org.za)

Dear Mr Sampson,

#### DECLARATION OF VACANCY WITHIN GARDEN ROUTE DISTRICT MUNICIPALITY

In terms of section 11 of schedule 2 of the Municipal structures Act, 1998, Act 117 of 1998 I hereby wish to advise you that a vacancy has occurred on my Council as a result of the resignation of Councillor Doris Xego of the ANC.

Appended hereto is a copy of Cllr D Xego's resignation letter dated 02 September 2019.

Yours faithfully

**MONDE STRATU**  
**MUNICIPAL MANAGER**

Date: 6/9/19

The Speaker Garden Route District Municipality – Councillor Barend Groenewald  
PO BOX 12  
George  
6530

Dear Speaker

**RESIGNATION LETTER (2 September 2019)**

This letter serves to inform Garden Route District Council; that I Councillor Doris Xego of the African National Congress are resigning as a councillor of this institution with immediate effect.

I want to thank this council for giving me a platform to showcase my skills and talents above all representing my constituency for the past 13 years.

I wish council the best of luck in its quest of rendering best services to our people.

God bless you all



Regards, Councillor Doris Xego



Minutes of a  
**Special Council Meeting** of the **2016/2021**  
**term of the Garden Route District Municipality**  
held in the CA Robertson Council Chambers,  
54 York Street, George, on  
**Friday, 23 August 2019 at 11:00**

*Notule van 'n*  
**Spesiale Raadsvergadering**  
*van die 2016/2021 termyn van*  
**die Garden Route Distriksmunisipaliteit** *gehou*  
*in die CA Robertson Raadsaal,*  
*Yorkstraat 54, George, op*  
**Vrydag, 23 Augustus 2019 om 11:00**

Imizuzu **Yentlangano Ekhethekileyo yeBhunga**  
yexesha 2016/2021 **yoMasipala Wesithili se Garden Route**  
nebibanjelwe kwiGumbi leBhunga CA Robertson,  
54 York Street, e George  
**ngoLwesihlanu, 23 KweyeThupa 2019 ngo 11:00**

# **1. OPENING AND WELCOME / OPENING EN VERWELKOMING / UVULO NOLWAMKELO**

The Speaker opened the meeting and welcomed all Councillors and officials and thereafter requested a moment of silence.

## **2. SILENT PRAYER / STILLE GEBED / UMTHANDAZO OTHULEYO**

A moment of silence was observed.

## **3. ATTENDANCE OF MEMBERS / BYWONING VAN LEDE / AMALUNGU AKHOYO**

### **3.1 COUNCILLORS PRESENT / RAADSLEDE TEENWOORDIG / OOCCEBA ABAKHOYO**

Cllr / Rdl / Ceba RE Spies	DA
Cllr / Rdl / Ceba D Saayman	DA
Cllr / Rdl / Ceba BN Van Wyk	DA
Cllr / Rdl / Ceba M Booysen	DA
Cllr / Rdl / Ceba KS Lose	DA
Cllr / Rdl / Ceba JL Hartnick	DA
Cllr / Rdl / Ceba SF May	DA
Cllr / Rdl / Ceba AJ Rossouw	DA
Cllr / Rdl / Ceba CN Lichaba	ANC
Cllr / Rdl / Ceba S De Vries	ANC
Cllr / Rdl / Ceba MP Mapitiza	ANC
Cllr / Rdl / Ceba T Fortuin	ICOSA
Cllr / Rdl / Ceba ASM Windvogel	Bitou Municipality
Cllr / Rdl / Ceba PJ Van der Hoven	George Municipality
Cllr / Rdl / Ceba T Teyisi	George Municipality
Cllr / Rdl / Ceba EH Stroebel	George Municipality
Cllr / Rdl / Ceba RGS Figland	George Municipality
Cllr / Rdl / Ceba I Stemela	George Municipality
Cllr / Rdl / Ceba V Gericke	George Municipality
Cllr / Rdl / Ceba JP Johnson	Kannaland Municipality
Cllr / Rdl / Ceba L Tyokolo	Knysna Municipality
Cllr / Rdl / Ceba NA Tsengwa	Knysna Municipality

Cllr / Rdl / Ceba D Pofadder  
 Cllr / Rdl / Ceba IT Mangaliso  
 Cllr / Rdl / Ceba T Van Rensburg  
 Cllr / Rdl / Ceba RH Ruiters  
 Cllr / Rdl / Ceba E Meyer  
 Cllr / Rdl / Ceba BHJ Groenewald  
 Cllr / Rdl / Ceba JC Lambaatjeen  
 Cllr / Rdl / Ceba RR Wildschut  
 Cllr / Rdl / Ceba K Windvogel  
 Mr / Mnr / Mnu JG Daniels

Knysna Municipality  
 Hessequa Municipality  
 Hessequa Municipality  
 Mossel Bay Municipality  
 Mossel Bay Municipality  
 Mossel Bay Municipality  
 Oudtshoorn Municipality  
 Oudtshoorn Municipality  
 Oudtshoorn Municipality  
 Executive Manager Roads &  
 Transport Planning Services

OFFICIALS / AMPTENARE / AMAGOSA

Mr / Mnr / Mnu MG Stratu  
 Mr / Mnr / Mnu C Africa

Municipal Manager  
 Executive Manager Community  
 Services

Ms / Me / Nkzn B Holtzhausen

Executive Manager Corporate  
Services

Mr / Mnr / Mnu J-W De Jager

Executive Manager Financial  
Services

Mr / Mnr / Mnu J Strydom

Manager: Roads and Transport  
Services

Mr / Mnr / Mnu B Desha

Senior Translator/  
Intepreter/Committee Officer

Ms / Me / Nkzn N Davids

Manager Legal Services

Mr / Mnr / Mnu S Maqeneni

Legal Advisor

Mr / Mnr / Mnu D Passmore

Manager: Project Management

Ms / Me / Nkzn R Matthews

Committee Officer

Ms / Me / Nkzn M Veldkornett

Communication Officer

3.2 **COUNCILLORS WITH LEAVE / RAADSLEDE MET VERLOF / OOCCEBA ABAKWIKHEFU**

Cllr / Rdl / Ceba D Xego

Cllr / Rdl / Ceba SS Mbandezi

Cllr / Rdl / Ceba K Windvogel

Cllr / Rdl / Ceba MP Mapitiza

Cllr / Rdl / Ceba T Fortuin

Cllr / Rdl / Ceba NF Kamte

3.3 **COUNCILLORS WITHOUT LEAVE / RAADSLEDE SONDER VERLOF / OCEBA ABANGKHO KWIKHEFU**

Cllr / Rdl / Ceba NC Jacob

4. **NOTING THE PROVISIONS OF SCHEDULE 1 (CODE OF CONDUCT FOR COUNCILLORS) OF THE LOCAL GOVERNMENT MUNICIPAL SYSTEMS ACT, 2000 / KENNISNAME VAN SKEDULE 1 (GEDRAGSKODE VIR RAADSLEDE) VAN DIE PLAASLIKE REGERING MUNISIPALE STELSWET, 2000 / UQWALASELO LWEZIBONELELO ZOLUHLU 1 (INDELA YOKUZIPHATHA KOCEBA) LOMTHETHO WENKQUBO ZORHULUMENTE BASEKHAYA, 2000**

Noted / Kennis / Luthathelwe ingqalelo

5. **DISCLOSURE OF INTERESTS BY COUNCILLORS AND OFFICIALS / VERKLARING VAN BELANGE DEUR RAADSLEDE EN AMPTENARE / UKUCHAZWA KOMDLA NGOOCEBA KUNYE NAMAGOSA**

Noted / Kennis / Luthathelwe ingqalelo

7. **COMMUNICATIONS BY THE SPEAKER / MEDEDELINGS DEUR DIE SPEAKER / UNXIBELELWANO LIBAMBELA LOSOMLOMO**

Councillor V Gericke expressed his discomfort with the administration and claimed that he only received the sms of the change in date and time of the Council meeting that morning. He requested a response from administration.



The Speaker responded by saying that an email was sent to all Councillors on 19 August 2019 – meeting moved to 23 August 2019 at 11h00 due to fact that George and Mossel Bay also had meetings that same day. He was consulted by administration and the new date was proposed.

**8. COMMUNICATIONS BY THE EXECUTIVE MAYOR / MEDEDELINGS DEUR DIE UITVOERENDE BURGEMEESTER / UNXIBELELWANO LUKA SODOLOPHU**

The Executive Mayor communicated the following:

The Calitzdorp Spa and De Hoek report is not officially on the agenda and that the item will be dealt with at the next Council meeting. The Executive Mayor informed the Councilors that an event is happening at Pacaltsdorp where Community Safety will also be discussed.

**9. COMMUNICATIONS BY THE MUNICIPAL MANAGER / MEDEDELINGS DEUR DIE MUNISIPALE BESTUURDER / UNXIBELELWANO LOMPHATHI MASIPALA**

The administration are noting the concerns of Councillors regarding the attendance of meetings.

Cllr Gericke, under the communications of the Municipal Manager expressed his concern regarding the safety of Councilors.

The Municipal Manager responded that in terms of procedure he immediately contacted the General of South African Police Service. In the case of a threat, a case file must be opened at the South African Police Service.

**10. APPROVAL OF MINUTES OF SPECIAL COUNCIL MEETINGS / GOEDKEURING VAN NOTULES VAN SPESIALE RAADSVERGADERINGS / UKWAMKELWA KWEMIZUZU YENTLANGANO YEBHUNGA**

None / Geen / Ayikho

**A. ITEMS FROM THE SPEAKER / ITEMS VANAF DIE SPEAKER / IMIBA EVELA KWIBAMBELA SOMLOMO**

None / Geen / Ayikho

**B.1 ROLL-OVER ADJUSTMENT BUDGET 2019/2020 MRTREF (MEDIUM TERM REVENUE AND EXPENDITURE FRAMEWORK / VERSLAG: OORROL VAN FONDSE AANSUIWERINGSBEGROTING 2019/2020 MEDIUM TERMYN EN INKOMSTE EN UITGAWE RAAMWERK (MTIUR) / UQHITHISELWA KOLWABIWO-MALI OLULUNGELELWANISOWEYO LUKA 2019/2020 MRTREF (INGENISO YEXESHA ELIFUTSHANE KUNYE NENDLELA YENCITHO)**

*Refer: Report (6/18/7) dated 12 August 2019 from the Executive Mayor (Cllr M Booysen) (pg 6 – 43)*

**RECOMMENDATIONS**

- (1) That the adjustments budget (unspent grants) of Garden Route District Municipality for the financial year 2019/2020 as set out in the schedules contained in Section 4 be approved:
  - (i) Table B1 – Adjustments Budget Summary;
  - (ii) Table B2 – Adjustments Budget Financial Performance (by standard classification);
  - (iii) Table B3 – Adjustments Budget Financial Performance (by municipal vote);
  - (iv) Table B4 – Adjustment Budget Financial Performance (revenue by source); and
  - (v) Table B4 – Adjustment Budget Capital Expenditure (by municipal vote and funding source)
- (2) Council approves the Adjustment Operating Expenditure Budget of R421 474 943,00.
- (3) Council approves the Adjustment Operating Revenue Budget of R423 921 068,00.
- (4) Council approves the Adjustment Capital Budget of R10 704 983,00.

- (5) That a revised Service Delivery and Budget Implementation Plan (SDBIP) for the 2019/2020 financial year be compiled and table to the Executive Mayor for approval.
- (6) The approval to the above is subject to the approval from National and Provincial Treasury for the roll-over of funds.

#### AANBEVELINGS

- (1) *Dat die Aangepaste Begroting (ongespandeerde toelae) van Garden Route Distriksmunisipaliteit vir die finansiële jaar 2019/2020 soos vervat in die skedules van Seksie 4 goedgekeur word:*
  - (i) *Tabel B1 – Aangepaste Begrotings Opsomming;*
  - (ii) *Tabel B2 – Aangepaste Begroting Finansiële Prestasie (volgens standaard klassifikasie);*
  - (iii) *Tabel B3 – Aangepaste Begroting Finansiële Prestasie (volgens pos);*
  - (iv) *Tabel B4 – Aangepaste Begroting Finansiële Prestasie (volgens finansieringsbron); en*
  - (v) *Tabel B5 – Aangepaste Kapitale Begroting (volgens pos en finansieringsbron).*
- (2) *Die Raad die Aangepaste Uitgawe Begroting van R421 474 943,00 goedkeur.*
- (3) *Die Raad die Aangepaste Inkomste Begroting van R423 921 068,00 goedkeur.*
- (4) *Die Raad die Aangepaste Kapitaal Begroting van R10 704 983,00 goedkeur.*
- (5) *Dat die hersiende Dienslewings- en Begrotings Implementeringsplan vir 2019/2020 opgestel en aan die Uitvoerende Burgemeester voorgelê word vir goedkeuring.*
- (6) *Dat goedkeuring van bostaande is onderhewig aan die goedkeuring van Nasionale en Provinsiale Tesourie vir die oorrol van fonsse.*

#### IZINDULULO

- (1) Sesokuba ulungelelwaniso lolwabiwo-mali (izibonelelo ezingasetyenziswayo) loMasipala aWesithili se Garden Route lonyakamali ka 2019/2020 njengoko ziqukathwe kumHlathi 4 **ziphunyezwe:**
  - (i) Table B1 – Ushwankathelo Lolwabibo-Mali Olu lunganelelanisiweyo;

- (ii) Table B2 – Umsebenzi Wemali Wolungelelwaniso Lolwabiwo-Mali (ngokomthetho ofanelekileyo);
- (iii) Table B3 – Umsebenzi Wemali Wolungelelwaniso Lolwabiwo-Mali (ngokwe voti yomasipala);
- (iv) Table B4 – Umsebenzi Wemali Wolungelelwaniso Lolwabiwo-Mali (ingeniso ngokovimba); kunye
- (v) Table B5 – Ulungelelwaniso Lolwabiwo-Mali Incitho Eyinkunzi (ngokwe voti yomasipala kunye nenxaso ngovimba).

- (2) iBunga liphumeze Ulungelelwaniso Lwenkqubo Yencitho Yolwabiso-Mali neyi R421 474 943,00.
- (3) iBunga liphumeze uLungelelwaniso Lwenkqubo Yengeniso Yolwabiwo-Mali neyi R423 921 068,00.
- (4) iBunga liphumeze Ulungelelwaniso Olunyinkunzi Lolwabiso-Mali lwe R10 704 983,00.
- (5) Sesokuba uNikezelo Lwenkonzo kunye Nesicwangciso Sokumiselwa koLwabiwo-Mali (SDBIP) lonyakamali ka 2019/20 luqulunqwe kwaye luthiwe thaca kuSodolophu Obekekileyo ukuze luphunyezwe.
- (6) Sesokuba ukuphunyezwa kokungasentla kuxhomekeke ekuphunyezweni nguNonydebo Kazwelonke kunye Nowephondo ngokudlulisela kwezibonelelo.

**C. ITEMS FROM THE OFFICE OF THE MUNICIPAL MANAGER / ITEMS VANAF DIE KANTOOR VAN DIE MUNISIPALE BESTUURDER / IMIBA ENGXAMISEKILEYO EVELA KUMPHATHI MASIPALA**

None / Geen / Ayikho

**D. ITEMS FROM THE FINANCIAL SERVICES DEPARTMENT / ITEMS VANAF DIE FINANSIËLE DIENSTE DEPARTEMENT / IMIBA YESEBE LENKONZO ZEMALI**

None / Geen / Ayikho

**E. ITEMS FROM THE CORPORATE SERVICES DEPARTMENT / ITEMS VANAF DIE KORPORATIEWE DIENSTE DEPARTEMENT / IMIBA YESEBE LENKONZO ZOLAWULO**

None / Geen / Ayikho

**F. ITEMS FROM THE COMMUNITY SERVICES DEPARTMENT / ITEMS VANAF DIE GEMEENSKAPSDIENTE DEPARTEMENT / IMIBA YESEBE LENKONZO ZOLUNTU**

None / Geen / Ayikho

**G. ITEMS FROM THE ROADS AND TRANSPORT PLANNING SERVICES DEPARTMENT / ITEMS VANAF DIE PAAIE EN VERVOER BEPLANNINGSDIENSTE DEPARTEMENT / IMIBA YESEBE LENKONZO ZENDLELA KUNYE NEZICWANGCISO KWEZOTHUTHO**

None / Geen / Ayikho

**H. ITEMS FROM THE PLANNING AND ECONOMIC DEVELOPMENT DEPARTMENT / ITEMS VANAF DIE BEPLANNING EN EKONOMIESE DIENSTE DEPARTEMENT / IMIBA YESEBE LEZOCWANGCISO KUNYE NOPHUHLISO LOQOQOSHO**

None / Geen / Ayikho

**I. MOTIONS OF EXIGENCY / DRINGENDE MOSIES / IMIBA ENGZAMISEKILEYO**

None / Geen / Ayikho

**J. NOTICES OF MOTIONS / KENNISGEWING VAN MOSIES / ISAZISO SEZIPHAKAMISO**

None / Geen / Ayikho

**K. IN COMMITTEE / IN-KOMITEE / KWIKOMITI**

None / Geen / Ayikho

**CLOSURE / SLUITING / UQUKUNJELO**

The meeting closed at 12:18 / Die vergadering sluit om 12:18 / Intlanganiso ivalwe ngo 12:18.

.....

**SPEAKER: CLLR BHJ GROENEWALD**

.....

**DATE / DATUM / UMHLA**

**BACK TO AGENDA**

SPECIAL COUNCIL

22 OCTOBER 2019

**APPOINTMENTS, SERVICE EXITS AND LABOUR RELATIONS INFORMATION FOR SEPTEMBER 2019 / AANSTELLINGS, UITDIENSTREDINGS EN ARBEIDSVERHOUDINGE INLIGTING VIR SEPTEMBER 2019 / ABAQASHIWEYO, ABASHIYE UMSEBENZI KUNYE NEMICIMBI YEZABASEBENZI KWINYANGA YOMSINTSI 2019 (826425)**

(9/3/1)

3 October 2019

**REPORT FROM THE EXECUTIVE MANAGER: CORPORATE SERVICES (B HOLTZHAUSEN) / MANAGER: HUMAN RESOURCES (N KLAAS)**

**PURPOSE OF THE REPORT**

To report on the appointments, service exits and labour relations matters for September 2019.

**BACKGROUND**

The Human Resource Department is responsible for the management of discipline and other labour related issues in the organization. One of the responsibilities of the department includes the appointment of employees and service exits in the organization. This report will therefore, focus on the following:

**APPOINTMENTS: SEPTEMBER 2019**

The following employees were appointed permanently in September 2019 and their conditions of service and benefits implemented accordingly:

<b>N R</b>	<b>DEPARTMENT</b>	<b>DESIGNATION</b>	<b>STATION</b>	<b>NAME</b>	<b>RAC E &amp; GEN DER</b>	<b>FROM DEMOGRAPHIC AREA</b>
1	OFFICE OF MM	EXECUTIVE PA TO MM	GEORGE	S FRANSMAN	C/F	GEORGE
2	ROADS DEPARTMENT	SUPERVISOR: ROADS INFRASTRUCTURE	RIVERSDALE	SM ODENDAAL	W/F	STILL BAY
3	ROADS DEPARTMENT	OPERATOR: REGRAVEL	OUTDSHOORN	P TITIES	C/M	OUTDSHOORN
4	ROADS DEPARTMENT	DEPUTY MANAGER: CONSTRUCTION	GEORGE	SM MQOTA	A/F	GEORGE

**SERVICE EXITS: SEPTEMBER 2019**

NR	DEPARTMENT	DESIGNATION	STATION	NAME	RACE & GENDER	REASON	TERMINATION DATE
1	CORPORATE SERVICES	MANAGER: COMMITTEE SERVICES	GEORGE	DD OCTOBER	C/F	RETIRED	30/09/2019

**EMPLOYMENT EQUITY STATISTICS**  
**APPOINTMENTS**

Underneath find a detailed synopsis of appointments made for the period September 2019.

**EMPLOYMENT EQUITY DETAIL ON PERMANENT APPOINTMENTS: 01 TO 30 SEPTEMBER 2019**

N R	DEPARTMENT	DESIGNATION	STATION	NAME	RACE & GENDER	EMPLOYMENT EQUITY
1	OFFICE OF MM	EXECUTIVE PA TO MM	GEORGE	S FRANSMAN	C/F	Appointment in line with EE
2	ROADS DEPARTMENT	SUPERVISOR: ROADS INFRASTRUCTURE	RIVERSDALE	SM ODENDAAL	W/F	Appointment in line with EE
3	ROADS DEPARTMENT	OPERATOR: REGRAVEL	OUDTSHOORN	P TITIES	C/M	Appointment in line with EE
4	ROADS DEPARTMENT	DEPUTY MANAGER: CONSTRUCTION	GEORGE	SM MQOTA	A/F	Appointment in line with EE

**SUMMARY OF EMPLOYMENT EQUITY BREAKDOWNS: SEPTEMBER 2019**

The total sum of employees appointed for September 2019 is 4 of which the breakdown is as follows:

- African Female 1
- Coloured Male 1
- Coloured Female 1
- White Female 1

**LABOUR RELATIONS: SEPTEMBER 2019**

PROCESS	DEPARTMENT	DATE	NATURE OF GRIEVANCE	PROGRESS MADE	OUTCOMES
DISCIPLINARY INVESTIGATIONS	Roads Services Department	22 May 2019	Diesel/petrol theft	Finalised: Hearing was on the 12 <sup>th</sup> August 2019. Parties notified 8 Oct	Finalised: 10 day suspension without pay and final written



				2019 on Outcomes.	warning.
	Corporate Services Department	04 June 2019	Sexual harassment	Finalised: Hearing was 2 Sep 2019. Party notified 10 Oct 2019.	Dismissal with immediate effect. Party notified
	Roads Services Department	12 June 2019	Assault	Finalised. The 2 x Parties were informed of Outcome 10 Oct 2019.	Outcomes confirmed with parties, 1 x Guilty; 1 x Not Guilty, both return to work 14 Oct 2019.
	Roads Services Department	7 July 2019	Sexual harassment x 2 Parties charged	In process	Hearing scheduled for 17 Oct 2019
	Financial Services Department	6 Sep 2019	Unauthorised Absence	In process	Hearing scheduled for 24 Oct 2019
GRIEVANCES	Community Services Department	1 Feb 2018	Fire Night Allowances wrongly calculated.	Step 1 and 2 finalized.	Meeting was held on 4 Sep 2019. Awaiting for Finance for the financial implication by 30 November 2019
	Roads Services Department	21 Aug 2019	Spreading of false statements	In process	Step 1 meeting was 12 Sep 2019. Step 2 meeting scheduled for 17 Oct 2019.
	Community Services Department	5 Dec 2018	Remuneration for work done outside the scope of employment	In process	Meeting was held on 4 Sep 2019. Awaiting for Finance for the financial implication to finalise by 30 Nov 2019.
	Corporate Services Department	14 Feb 2019	Unfair labour practice	Step 1 held on 27 February 2019	Awaiting an answer from aggrieved party by 31 Oct 2019 who is still in discussions with union.

	Roads Services Department	20 June 2019	Unfair Labour Practise	In process	Awaiting feedback from union by 18 Oct 2019
	Roads Services Department	28 June 2019	Unfair Labour Practise	In process	Step 1 is scheduled for 2 Oct 2019.
	EPWP	18 July 2019	Interview results	In process	Step 1 meeting was 4 Sep 2019. Awaiting date for Step 2.
	Community Services Department	07 Aug 2019	Unfair Labour Practise – Remuneration on extra hours	In process	Step 2 meeting for 3 Oct 2019.
	Community Services Department	08 Aug 2019	Victimization	In process	Step 1 meeting was 3 Sep 2019 awaiting date for Step 2.
	Roads Services Department	03 Sept 2019	Unfair Labour Practise	In process	Step 1 held on 12 Sep 2019. Awaiting date for step 2.
	Financial Services Department	09 Sep 2019	Verbal assault	In process	Step 1 meeting was 13 Sep 2019. Step 2 scheduled for 14 Oct 2019.
INCAPACITY INVESTIGATIONS	Roads Services Department	21 Feb 2019	Medical condition	In process	Meeting scheduled for 7 Oct 2019. Specialist to be requested for 2 <sup>nd</sup> opinion report.
	Roads Services Department	19 March 2019	Medical condition	Awaiting for specialist appointment date before 04 Sept 2019. Meeting adjourned till 27 Sept 2019	Awaiting for specialist report by 31 Oct 2019.
	Roads Services Department	26 March 2019	Medical condition	In process	Meeting was held on 5 Sep 2019. Booked off for 6 months after Specialist will re-evaluate.

	Roads Services Department	13 May 2019	Medical condition	In process	Awaiting for Specialist report by 31 Oct 2019.
	Roads Services Department	12 June 2019	Medical condition	In process	Dr report received and will be discussed at meeting scheduled for 7 Oct 2019 .
	Roads Services Department	21 Au 2019	Medical condition	In process	Meeting was 28 Aug 2019. Alternative accommodation to be discussed at next meeting during Oct 2019.
DISPUTES	Planning and Economic Development Department	15 March 2018	Transportation of Night shift employees as per the BCEA.	In process	Awaiting arbitration date from the Bargaining Council.
	Roads Services Department	11 April 2019	Unfair labour practise	Conciliation schedule for 26 April 2019.	Awaiting arbitration date.
	Community Services Department	30 May 2019	Unfair Dismissal	In process	Arbitration was 19 Sep 2019 2 <sup>nd</sup> date for Arbitration is 15 Oct 2019.
	Corporate Services Department	14 Feb 2019	Unfair Labour Practice	In process	Conciliation was 6 Sep 2019. Awaiting Arbitration date.
	Roads Services Department	06 Sep 2019	Unfair Labour Practice	Awaiting date from CCMA	Awaiting date from CCMA
	Roads Services Department	19 Sep 2019	Failure to pay amount owing	In process	Conciliation date is scheduled for 8 Oct 2019.

### **CONTRACT APPOINTMENTS: SEPTEMBER 2019**

The following employees were appointed on contract from 1 – 30 September 2019 and their conditions of service and benefits implemented accordingly:

CONTRACT APPOINTMENTS FOR SEPTEMBER 2019(92)						
NR	INITIALS & SURNAME	POSITION	DEPARTMENT	STATION	GEN & RACE	PERIOD
1	STEENKAMP A	PROJECT MANAGER	ROADS	SLANGRIVER	M/W	02/09/19 – 28/02/21
2	MBODO T	STUDENT – HR	CORPORATE	GEORGE	F/A	01/09/19 – 30/11/19
3	LOSE NE	PROJECT ADMINISTR	OFFICE MM	GEORGE	M/A	02/09/19 – 01/09/21
4	AVERIES S	LAW ENFORC-EPWP	PLANNING	KNYSNA	F/C	01/09/19 – 29/02/20
5	FALENI LS	LAW ENFORC-EPWP	PLANNING	KNYSNA	M/A	01/09/19 – 29/02/20
6	STROEBEL CA	LAW ENFORC-EPWP	PLANNING	KNYSNA	F/C	01/09/19 – 29/02/20
7	HOLOLOSHE S	LAW ENFORC-EPWP	PLANNING	KNYSNA	M/A	01/09/19 – 29/02/20
8	TYHAWANA AA	LAW ENFORC-EPWP	PLANNING	KNYSNA	M/A	01/09/19 – 29/02/20
9	MATHEE GJ	LAW ENFORC-EPWP	PLANNING	KNYSNA	F/C	01/09/19 – 29/02/20
10	KUNJWA CB	LAW ENFORC-EPWP	PLANNING	KNYSNA	F/A	01/09/19 – 29/02/20
11	KANGELA GAJ	LAW ENFORC-EPWP	PLANNING	KNYSNA	F/A	01/09/19 – 29/02/20
12	JACOBS CP	LAW ENFORC-EPWP	PLANNING	KNYSNA	M/C	01/09/19 – 29/02/20
13	MAQUENA SZ	LAW ENFORC-EPWP	PLANNING	KNYSNA	M/A	01/09/19 – 29/02/20
14	TYOKOLO NB	LAW ENFORC-EPWP	PLANNING	KNYSNA	F/A	01/09/19 – 29/02/20
15	BOOYSEN RV	LAW ENFORC-EPWP	PLANNING	KNYSNA	M/C	01/09/19 – 29/02/20
16	MLISANA FC	LAW ENFORC-EPWP	PLANNING	KNYSNA	M/A	01/09/19 – 29/02/20
17	STROEBEL ZAR	LAW ENFORC-EPWP	PLANNING	KNYSNA	M/C	01/09/19 – 28/02/20
18	JANTJIES WL	LAW ENFORC-EPWP	PLANNING	KNYSNA	M/C	01/09/19 – 28/02/20
19	CHARLSON BJ	LAW ENFORC-EPWP	PLANNING	KNYSNA	M/C	01/09/19 – 28/02/20
20	SPEELMAN MK	LAW ENFORC-EPWP	PLANNING	PLETT	M/A	01/09/19 – 29/02/20

23	SIYAMTHANDA K	LAW ENFORC- EPWP	PLANNING	PLETT	M/A	01/09/19 28/02/20	–
24	MAKA ZM	LAW ENFORC- EPWP	PLANNING	PLETT	M/A	01/09/19 29/02/20	–
25	MADOKWE F	LAW ENFORC- EPWP	PLANNING	PLETT	F/A	01/09/19 29/02/20	–
26	XHALA Z	LAW ENFORC- EPWP	PLANNING	PLETT	F/A	01/09/19 29/02/19	–
27	SOBEKWA BG	LAW ENFORC- EPWP	PLANNING	PLETT	M/A	01/09/19 29/02/20	–
28	KILANI P	LAW ENFORC- EPWP	PLANNING	PLETT	F/A	01/09/19 29/02/20	–
29	AFRICA K	LAW ENFORC- EPWP	PLANNING	PLETT	M/A	01/09/19 29/02/20	–
30	BULAWA TS	LAW ENFORC- EPWP	PLANNING	PLETT	F/A	01/09/19 29/02/20	–
31	CHRISTOFFELS L	LAW ENFORC- EPWP	PLANNING	PLETT	F/C	01/09/19 29/02/20	–
32	JAFTA M	LAW ENFORC- EPWP	PLANNING	PLETT	M/A	01/09/19 29/02/20	–
33	STROEBEL LG	LAW ENFORC- EPWP	PLANNING	PLETT	M/C	01/09/19 29/02/20	–
34	BATALI S	LAW ENFORC- EPWP	PLANNING	PLETT	M/A	01/09/19 29/02/20	–
35	PETER NJ	LAW ENFORC- EPWP	PLANNING	PLETT	M/A	01/09/19 29/02/19	–
36	SIYABONGA M	LAW ENFORC- EPWP	PLANNING	PLETT	M/A	01/09/19 29/02/20	–
37	BOTHA C	LAW ENFORC- EPWP	PLANNING	PLETT	M/C	01/09/19 29/02/20	–
38	NTOMBIZILUNGILE	LAW ENFORC- EPWP	PLANNING	PLETT	F/A	01/09/19 29/02/20	–
39	ALSON ML	LAW ENFORC- EPWP	PLANNING	PLETT	M/A	01/09/19 29/02/20	–
40	SIBONGISENI M	LAW ENFORC- EPWP	PLANNING	PLETT	M/A	01/09/19 29/02/20	–
41	GUSHMAN L	GENERAL WORKER	ROADS	GEORGE	M/A	02/09/19 30/06/20	–
42	MANAK L	GENERAL WORKER	ROADS	GEORGE	M/A	02/09/19 30/06/20	–
43	BUYS N	GENERAL WORKER	ROADS	GEORGE	F/C	02/09/19 30/06/20	–
44	FORTUIN M	GENERAL	ROADS	GEORGE	F/C	02/09/19	–

		WORKER				30/06/20	
45	LOTTERING A	GENERAL WORKER	ROADS	GEORGE	M/C	02/09/19 30/06/20	–
46	MONA L	GENERAL WORKER	ROADS	GEORGE	M/A	02/09/19 30/06/20	–
47	KENEDY J	GENERAL WORKER	ROADS	OUDTSHOORN	F/C	02/09/19 30/06/20	–
48	GELAND KID	GENERAL WORKER	ROADS	OUDTSHOORN	M/C	02/09/19 30/06/20	–
49	SAALMON G	GENERAL WORKER	ROADS	GEORGE	M/C	02/09/19 30/06/20	–
50	CEKISO Z	GENERAL WORKER	ROADS	GEORGE	M/A	02/09/19 30/06/20	–
51	JONAS T	GENERAL WORKER	ROADS	GEORGE	M/C	02/09/19 30/06/20	–
52	STUURMAN M	CHAINSAW OPERATOR	PLANNING	SWARTVLEI	M/C	09/09/19 06/12/19	–
53	SOBHUZA M	CHAINSAW OPERATOR	PLANNING	SWARTVLEI	M/A	09/09/19 06/12/19	–
54	LEVACK	HERBERSIDE CONTR	PLANNING	SWARTVLEI	F/C	09/09/19 06/12/19	–
55	YOKO T	HERBERSIDE CONTR	PLANNING	SWARTVLEI	F/A	09/09/19 06/12/19	–
56	MTYEBI L	BRUSH CUTTER	PLANNING	SWARTVLEI	F/A	09/09/19 06/12/19	–
57	RUKA NW	GENERAL WORKER	PLANNING	SWARTVLEI	F/A	09/09/19 06/12/19	–
58	ROBINSON P	TEAM LEADER	PLANNING	SWARTVLEI	M/C	09/09/19 06/12/19	–
59	HONTSANA YP	GENERAL WORKER	PLANNING	SWARTVLEI	F/A	09/09/19 06/12/19	–
60	MVIMBELI KL	GENERAL WORKER	PLANNING	SWARTVLEI	M/A	09/09/19 06/12/19	–
61	JANTJIES D	GENERAL WORKER	PLANNING	SWARTVLEI	M/C	09/09/19 06/12/19	–
62	NJEMLA O	GENERAL WORKER	PLANNING	SWARTVLEI	F/A	09/09/19 06/12/19	–
63	FUZILE V	GENERAL WORKER	PLANNING	SWARTVLEI	M/A	09/09/19 06/12/19	–
64	NTSHONGWAN Y	GENERAL WORKER	PLANNING	SWARTVLEI	M/C	09/09/19 06/12/19	–
65	MLONYENI O	GENERAL WORKER	PLANNING	SWARTVLEI	F/A	09/09/19 06/12/19	–
66	VAN ROOYEN F	GENERAL WORKER	PLANNING	SWARTVLEI	M/A	09/09/19 06/12/19	–
76	SOLOMONS M	GENERAL WORKER	PLANNING	SWARTVLEI	M/C	09/09/19 06/12/19	–
77	WITBOOI VC	GENERAL WORKER	PLANNING	SWARTVLEI	M/A	09/09/19 06/12/19	–
78	BRICKS MK	GENERAL WORKER	PLANNING	SWARTVLEI	M/C	09/09/19 06/12/19	–
79	KASANYA Y	GENERAL WORKER	PLANNING	SWARTVLEI	F/A	09/09/19 06/12/19	–
80	DE BRUIN W	GENERAL WORKER	PLANNING	SWARTVLEI	M/A	09/09/19 06/12/19	–
81	WYNE Z	GENERAL WORKER	PLANNING	SWARTVLEI	M/C	09/09/19 06/12/19	–
82	NYINGWA N	GENERAL WORKER	PLANNING	SWARTVLEI	F/A	09/09/19 06/12/19	–
83	SIYATANA A	GENERAL WORKER	PLANNING	SWARTVLEI	M/A	09/09/19 06/12/19	–

84	ROOI MJ	GENERAL WORKER	PLANNING	SWARTVLEI	F/C	09/09/19 06/12/19	–
85	HARTNICK N	GENERAL WORKER	PLANNING	SWARTVLEI	F/C	09/09/19 06/12/19	–
86	WITBOOI H	RESORT ASSISTANT	PLANNING	DE HOEK	M/C	16/09/19 25/11/19	–
87	LUKAS S	RESORT ASSISTANT	PLANNING	DE HOEK	M/C	16/09/19 25/11/19	–
88	JACOBS T	RESORT ASSISTANT	PLANNING	DE HOEK	F/C	16/09/19 25/11/19	–
89	COETZEE JC	RESORT ASSISTANT	PLANNING	DE HOEK	F/C	16/09/19 25/11/19	–
90	WITBOOI M	RESORT ASSISTANT	PLANNING	DE HOEK	F/C	16/09/19 25/11/19	–
91	BRUINTJIES G	RESORT ASSISTANT	PLANNING	DE HOEK	M/C	16/09/19 25/11/19	–
92	TIEMIE M	RESORT ASSISTANT	PLANNING	DE HOEK	F/C	16/09/19 25/11/19	–

### **FINANCIAL IMPLICATIONS**

As per budget for each position

### **RELEVANT LEGISLATION**

Constitution of Republic of South Africa, 1996

Basic Conditions of Employment Act, Act 56 of 2003

Labour Relations Act, Act 66 of 1995

### **UITVOERENDE OPSOMMING:**

*Die doel van die verslag is om 'n opsomming te gee van permanente en kontrak aanstellings, hoe die aanstellings gelyke indiensnemings doelwitte bevorder, aantal amptenare wat uitdiens getree het en 'n oorsig oor verwante arbeids aangeleenthede vir die periode 01 – 30 September 2019.*

### **RECOMMENDATION**

That the information on the appointments, service exits and labour relations matters for September 2019, be noted.

### **AANBEVELING**

*Dat kennis geneem word van die aanstellings, uitdienstredings en arbeidsverhoudinge inligting vir September 2019.*

### **ISINDULULO**

Sesokuba ulwazi ngokuqashwa, ukuphuma kwinkonzo kunye nemicimbi yezabasebenzi kwinyanga yoMsintsi 2019 kuthathelwe inqalelo.

**BACK TO AGENDA**

**REPORT: SECTION 52 – RESPONSIBILITIES OF MAYOR / VERSLAG: ARTIKEL 52  
VERANTWOORDELIKHEDE VAN DIE BURGEMEESTER / INGXELO: U MHLATHI 52 - UXANDUVA  
LUKA SODOLOPHU (828634)**

(6/18/7)

11 October 2019

**REPORT FROM THE EXECUTIVE MAYOR (M BOOYSEN)**

**PURPOSE OF THE REPORT**

The report is tabled to Council in terms of Section 52(d) as required in terms of the Municipal Finance Management Act 56 of 2003.

**BACKGROUND**

Section 52 of the Municipal Finance Management Act 2003 (No.56) (MFMA) requires the Mayor to report to Council on the financial affairs of the municipality.

**Section 52 (d)**

**The mayor of a municipality –**

**Must, within 30 days of the end of each quarter, submit a report to the council on the implementation of the budget and the financial state of affairs of the municipality**

**FINANCIAL IMPLICATIONS**

None

**RELEVANT LEGISLATION**

Municipal Finance Management

Act, No 56 of 2003, section 52

Municipal Budget and Reporting Regulations, 17 April 2009



**UITVOERENDE OPSOMMING**

*Die Uitvoerende Burgemeester van die munisipaliteit moet binne 30 dae na die einde van die kwartaal 'n verslag aan die Raad voorlê oor die finansiële posisie van die munisipaliteit.*

**RECOMMENDATION**

That Council notes the quarterly report on the implementation of the budget and the financial affairs of the municipality for the year to date and the period ending 30 September 2019.

**AANBEVELING**

*Dat die Raad kennis neem van die kwartaalverslag rakende die implementering van die begroting en die finansiële posisie van die munisipaliteit vir die jaar tot datum en die periode geëindig 30 September 2019.*

**ISINDULULO**

Sesokuba iBhunga lithathele ingqalelo ingxelo ngokumiselwa kolwabiwo-mali kunye nemicimbi yezemali zomasipala zonyaka uzakuthi ga ngoku kunye nexesha eliphela ngomhla 30 kweyoKwindla 2019.

**ANNEXURE**

Section 52 Report



# **GARDEN ROUTE DISTRICT MUNICIPALITY**

**FINANCIAL YEAR 2019 - 2020**

## **QUARTERLY MAYORAL SECTION 52 REPORT**

**YEAR TO DATE ENDING  
30 SEPTEMBER 2019**

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## Glossary

**Annual Budget** – Prescribed in section 16 of the MFMA - the formal means by which a Municipality approve official budget for the next three years.

**Adjustment Budget** – Prescribed in section 28 of the MFMA – the formal means by which a Municipality may revised its annual budget during the year.

**Allocations (Transfers – see DORA)** – Money received from Provincial or National Government.

**Budget Related Policy (ies)** – Policies of a Municipality affecting or affected by the budget, examples include Tariff Policy, Rates Policy, Credit Control and Debt Collection Policies.

**Capital Expenditure** - Spending on assets such as land, buildings and machinery. Any capital expenditure must be reflected as an asset on the Municipality's balance sheet and must be included in the asset register.

**Cash Flow Statement** – A statement showing when actual cash will be received and spent by the Municipality. Payments do not always coincide with budgeted expenditure timings - for example, when an invoice is received by the Municipality it is shown as expenditure in the month it is received, even though it may not be paid in the same period.

**DORA** – Division of Revenue Act. Annual legislation that shows the total allocations made by national to provincial and local government (see Allocations / Transfers).

**Equitable Share** – A general grant paid to municipalities. It is predominantly targeted to help with free basic services.

**Fruitless and Wasteful Expenditure** – Expenditure that was made in vain and would/should have been avoided had reasonable care been exercised.

**GFS** – Government Finance Statistics. An internationally recognised classification system that facilitates like for like comparison between municipalities.

**GRAP** – Generally Recognised Accounting Practice. The new standard for municipal accounting.

**IDP** – Integrated Development Plan. The main strategic planning document of the Municipality

**MBRR** – Local Government: Municipal Finance Management Act (56/2003): Municipal Budget and Reporting Regulations dated April 2009.

**MFMA** – The Municipal Finance Management Act – Act No. 56 of 2003. The principle piece of legislation relating to municipal financial management.

**MSCOA** – Municipal Standard Chart of Accounts

**MTREF** – Medium Term Revenue and Expenditure Framework. A medium term financial plan, usually 3 years, based on a fixed first year and indicative further two years' budget allocations. Also includes details of the previous and current years' financial position.

**Operating Expenditure** – The day-to-day expenses of the Municipality such as salaries and wages.

**Rates** – Local Government tax based on the assessed value of a property. To determine the rates payable, the assessed rateable value is multiplied by the rate in the Rand.

**SDBIP** – Service Delivery and Budget Implementation Plan. A detailed plan comprising quarterly performance targets and monthly budgeted estimates.

**Strategic Objectives** – The main priorities of the Municipality as set out in the IDP. Budgeted spending must contribute towards the achievement of the strategic objectives.

**Unauthorised Expenditure** – Generally, spending without, or in excess of, an Approved Budget.

**Virement** – A transfer of funds.

**Virement Policy** - The policy that sets out the rules for budget transfers. Virements are normally allowed within a vote. Transfers between votes must be agreed by Council through an Adjustments Budget.

**Vote** – One of the main segments into which a budget is divided. In Garden Route District this means the different GFS classification the budget is divided.

## **Legislative Framework**

This report has been prepared in terms of the following enabling legislation:

### **The Municipal Finance Management Act – Act No. 56 of 2003**

- Section 52: Quarterly budget statements

**Local Government: Municipal Finance Management Act (56/2003): Municipal budget and reporting regulations**

## PART 1 – IN-YEAR REPORT

### SECTION 1 – MAYORAL FOREWORD

Honourable Speaker, leaders of the opposition, honourable members of the Garden Route.

District Council on both sides of the house, the Municipal Manager and his Executive Management Team, members of the media, interest groups and the citizens of the Garden Route District. I would like to express a hearty warm welcome to you all.

These figures are presented in terms of Section 52 of the MFMA. The information is presented for the 1<sup>st</sup> Quarter ending 30 September 2019.

But before we go to the figures, herewith an overview of the 1<sup>st</sup> Quarter's events:

- Mossel Bay Municipality in collaboration with Garden Route District Municipality (GRDM), on 17 September 2019, launched a Schools Composting Programme in Great Brak River. During the launch, a delegation from both municipalities handed over composting bins and worm farms to the Great Brak River Primary and Great Brak River Secondary Schools, respectively. The composting bins and worm farms were provided by Mossel Bay Municipality.
- The 6th Garden Route Green Energy Forum was recently held at the Council Chambers of Garden Route District Municipality (GRDM) with representatives from municipalities in the Garden Route district, as well as relevant stakeholders in attendance.

During these meetings, green energy opportunities are continuously identified and the realities of green energy in the district discussed. When the GRDM Communication Unit conducted an interview with chairperson of the forum, Mr Passmore Dongi, Project Manager of GRDM, it became evident that the aim of the forum fits into the bigger picture – to reach two of seventeen sustainable development goals of the United Nations, which are: *Goal 7 – Affordable and Clean Energy*; as well as *Goal 8 – Decent Work and Economic Growth*. Mr Dongi stated: “These two goals are interconnected, as we want to use green energy to drive employment creation through this green energy initiative and bring sustainable growth”.

- Officials from the Garden Route District Roads and Transport Planning Department, on 6 September 2019, welcomed a brand new Chip Spreader to their yellow fleet, at a road construction site in Friemersheim near Great Brak River. The R4.9 million machine was officially handed over by Mr Gottfried Handler from Compaction & Industrial Equipment to the Executive Mayor of GRDM, Cllr Memory Booysen on 6 September 2019

- Garden Route District Municipality (Garden Route DM) in collaboration with the South African Police Services' Eden Cluster and Western Cape Government's (WCG) Department of Community Safety (DOCS), on 23 and 24 August 2019, hosted a two-day multidisciplinary workshop about the following:
- WCG Alcohol Harms Reduction Game Changer;
- developing safety plans;
- mediation capacity building; and
- strengthening of early childhood development.

This workshop proved that there is a strong political will and an inter-departmental commitment to finding sustainable solutions for societal ills faced by communities. One of the many interventions discussed was the development of safety plans and the roll-out of community safety projects. Local municipalities will spearhead the development of safety plans, while Garden Route District Municipality will coordinate and fund the establishment of, including safety projects.

During the event, Executive Mayor of Garden Route District Municipality, Councillor Memory Booysen, reaffirmed the District's commitment to the development of Safety Plans and projects by saying, "We will avail R50 000 per municipality to assist them with community safety projects, but first, local municipalities (Bitou, Knysna, George, Mossel Bay, Hessequa, Oudtshoorn and Kannaland), must establish safety forums.

- 18 July 2019 (Mandela Day), the respective departments of Garden Route District Municipality (GRDM) used their 67 minutes to celebrate the life of former and the late President of the Republic of South Africa, Nelson Rolihlahla Mandela, throughout the entire Garden Route district. The aim of this year's initiatives was to put smiles on the faces of the most vulnerable, but more importantly – the faces of youngsters affected by tough living conditions.

***Herewith an executive summary of the performance of the Council for the 1<sup>st</sup> Quarter ending 30 September 2019. The actual and budgeted figures reported, includes the Roads Budget.***

#### **Revenue by source**

The total revenue received by source for the 1<sup>st</sup> quarter amounts to **R115 291 206**, against an adjusted budget of **R423 921 000 (including Roads Agency)**. This represents **27.2%** recording of revenue for the first quarter.

The income of the roads agency function is integrated monthly in the financial records.

### Operating Expenditure by source

For the first quarter of the financial year the municipality records expenditure performance of **R86 997 000** against an adjusted budget of **R421 475 000 (including Roads Agency)**, representing **20.6%** of expenditure.

The salary expenditure for the first quarter was **R33 959 000** to an adjusted budget of **R144 964 000** (budget includes contributions to post retirement benefits which are processed after an actuarial valuation has been performed) representing **23.4%** spending of budget for the quarter.

The councillor remuneration for the first quarter amounts to **R2 509 000** to an adjusted budget of **R12 828 000** representing **19.6%** of budget.

Spending on contracted services and general expenses was **R48 514 000** in the first quarter representing **19.2%** spending of an adjusted budget of **R252 437 000** (including Roads Budget) for the quarter.

The expenditure of the roads agency function is integrated monthly in the financial records.

### Capital Expenditure

The adjusted capital budget for the financial year amounts to **R10 705 000**. For the first quarter capital expenditure was **R305 300** on **completed projects**. An additional **R2 300 000** has been spent on the purchase of the office in Plettenberg Bay – the final transfer of the property into the name of GRDM is not yet finalised. Payments of **R3 026 000** for the purchase of new water tankers has been done – final delivery and payment expected towards the end of November. These last two payments will reflect under Capital Expenditure on completion/finalisation of the projects.

Refer to detailed capital expenditure performance on pages **30 – 32**.



## SECTION 2 – RESOLUTIONS

### **Municipal Financial Management Act, 56 of 2003 - SECTION 52: General responsibilities of the Mayor**

This is the resolution being presented to Council in the quarterly report on the implementation of the budget and the financial state of affairs of the municipality as required in terms of section 52 of the Municipal Finance Management Act 56 of 2003.

#### **RECOMMENDATION:**

That Council takes note of the quarterly report on the implementation of the budget and the financial affairs of the municipality for the year to date and the period ending 30 September 2019.

## SECTION 3 – EXECUTIVE SUMMARY

### **3.1 Introduction**

These figures are presented in terms of section 52(d) of the MFMA. The information is presented for the 1<sup>st</sup> quarter ending 30 September 2019.

### **3.2 Consolidated performance**

#### **3.2.1 Against annual budget (adjusted)**

*The actual and budgeted figures reported, includes the Roads Budget.*

#### **Revenue by source**

For the first quarter the municipality records revenue performance of **R115 291 206** against an adjusted budget of **R423 921 000** representing **27.2%**

#### **Operating Expenditure by type**

For the first quarter of the financial year the municipality records expenditure performance of **R86 997 000** against a budget of **R421 475 000**, representing **20.6%** of expenditure including the Roads Agency Function.

## **Capital Expenditure**

The adjusted capital budget for the financial year amounts to **R10 705 000**. For the first quarter capital expenditure was **R305 300** on **completed projects**. An additional **R2 300 000** has been spent on the purchase of the office in Plettenberg Bay – the final transfer of the property into the name of GRDM is not yet finalised. Payments of **R3 026 000** for the purchase of new water tankers has been done – final delivery and payment expected towards the end of November. These last two payments will reflect under Capital Expenditure on completion/finalisation of the projects.

### **3.3 Material variances from SDBIP**

Attached to this report as Annexure is the SDBIP report for the 1<sup>st</sup> quarter ending 30 September 2019.

This report reflects information in terms of the implementation of the budget. All changes required to the SDBIP in terms of KPI's are managed via the Performance Management Unit situated in the Office of the Municipal Manager.

### **3.4 Conclusion**

Detailed analysis of the municipal performance for the 1<sup>st</sup> quarter ending 30 September 2019 will be presented under the different sections of the report. More information regarding the municipal performance and explanations will be provided below.

## SECTION 4 – IN-YEAR BUDGET STATEMENT TABLES

### 4.1 Monthly budget statements

#### 4.1.1 Table C1: s71 Monthly Budget Statement Summary

DC4 Garden Route - Table C1 Monthly Budget Statement Summary - Q1 First Quarter

Description	2018/19	Budget Year 2019/20							
	Audited Outcome	Original Budget	Adjusted Budget	Monthly actual	YearTD actual	YearTD budget	YTD variance	YTD variance %	Full Year Forecast
<b>R thousands</b>									
<b>Financial Performance</b>									
Property rates	–	–	–	–	–	–	–		–
Service charges	–	–	–	–	–	–	–		–
Investment revenue	15 715	16 893	16 893	–	–	4 223	(4 223)	-100%	16 893
Transfers and subsidies	172 435	165 426	172 027	–	68 777	43 007	25 770	60%	172 027
Other own revenue	214 495	235 001	235 001	38 173	46 514	58 750	(12 236)	-21%	235 001
<b>Total Revenue (excluding capital transfers and contributions)</b>	<b>402 645</b>	<b>417 320</b>	<b>423 921</b>	<b>38 173</b>	<b>115 291</b>	<b>105 980</b>	<b>9 311</b>	<b>9%</b>	<b>423 921</b>
Employee costs	140 534	144 964	144 964	11 576	33 959	36 241	(2 282)	-6%	144 964
Remuneration of Councillors	11 933	12 828	12 828	827	2 509	3 207	(698)	-22%	12 828
Depreciation & asset impairment	3 172	3 477	3 477	753	1 130	869	261	30%	3 477
Finance charges	–	–	–	–	–	–	–		–
Materials and bulk purchases	36	4 084	4 084	176	378	1 021	(643)	-63%	4 084
Transfers and subsidies	–	1 965	1 965	376	506	491	15	3%	1 965
Other expenditure	242 728	251 339	254 158	20 008	48 514	63 539	(15 025)	-24%	254 158
<b>Total Expenditure</b>	<b>398 403</b>	<b>418 656</b>	<b>421 475</b>	<b>33 716</b>	<b>86 997</b>	<b>105 369</b>	<b>(18 372)</b>	<b>-17%</b>	<b>421 475</b>
<b>Surplus/(Deficit)</b>	<b>4 242</b>	<b>(1 336)</b>	<b>2 446</b>	<b>4 458</b>	<b>28 294</b>	<b>612</b>	<b>27 683</b>	<b>4527%</b>	<b>2 446</b>
Transfers and subsidies - capital (monetary alloc	–	–	–	–	–	–	–		–
Contributions & Contributed assets	–	–	–	–	–	–	–		–
<b>Surplus/(Deficit) after capital transfers &amp; contributions</b>	<b>4 242</b>	<b>(1 336)</b>	<b>2 446</b>	<b>4 458</b>	<b>28 294</b>	<b>612</b>	<b>27 683</b>	<b>4527%</b>	<b>2 446</b>
Share of surplus/ (deficit) of associate	–	–	–	–	–	–	–		–
<b>Surplus/ (Deficit) for the year</b>	<b>4 242</b>	<b>(1 336)</b>	<b>2 446</b>	<b>4 458</b>	<b>28 294</b>	<b>612</b>	<b>27 683</b>	<b>4527%</b>	<b>2 446</b>
<b>Capital expenditure &amp; funds sources</b>									
<b>Capital expenditure</b>	<b>10 623</b>	<b>6 923</b>	<b>10 705</b>	<b>305</b>	<b>305</b>	<b>2 485</b>	<b>(2 179)</b>	<b>-88%</b>	<b>11 105</b>
Capital transfers recognised	4 000	–	3 782	–	–	946	(946)	-100%	3 782
Borrowing	–	–	–	–	–	–	–		–
Internally generated funds	6 623	6 923	6 923	305	305	1 731	(1 425)	-82%	6 923
<b>Total sources of capital funds</b>	<b>10 623</b>	<b>6 923</b>	<b>10 705</b>	<b>305</b>	<b>305</b>	<b>2 676</b>	<b>(2 371)</b>	<b>-89%</b>	<b>10 705</b>
<b>Financial position</b>									
Total current assets	196 625	178 550	178 550		209 654				178 550
Total non current assets	307 314	292 602	296 384		307 903				296 384
Total current liabilities	102 393	82 034	82 034		75 303				82 034
Total non current liabilities	137 987	86 240	86 240		144 852				86 240
Community wealth/Equity	263 560	302 878	306 661		297 403				306 661
<b>Cash flows</b>									
Net cash from (used) operating	13 793	(755)	3 028	4 458	28 294	757	(27 538)	-3638%	3 028
Net cash from (used) investing	(9 258)	366	(3 417)	(51 022)	(29 548)	(854)	28 694	-3359%	(3 417)
Net cash from (used) financing	–	–	–	–	–	–	–		–
<b>Cash/cash equivalents at the month/year end</b>	<b>174 303</b>	<b>169 379</b>	<b>169 379</b>	<b>–</b>	<b>179 101</b>	<b>169 671</b>	<b>(9 430)</b>	<b>-6%</b>	<b>179 965</b>
<b>Debtors &amp; creditors analysis</b>	<b>0-30 Days</b>	<b>31-60 Days</b>	<b>61-90 Days</b>	<b>91-120 Days</b>	<b>121-150 Dys</b>	<b>151-180 Dys</b>	<b>181 Dys-1 Yr</b>	<b>Over 1Yr</b>	<b>Total</b>
<b>Debtors Age Analysis</b>									
Total By Income Source	440	627	364	1 138	634	653	12 808	15 107	31 769
<b>Creditors Age Analysis</b>									
Total Creditors	311	1 342	367	(53)	14	8	295	154	2 437

#### 4.1.2 Table C2: Monthly Budget Statement - Financial Performance (standard classification)

DC4 Garden Route - Table C2 Monthly Budget Statement - Financial Performance (functional classification) - Q1 First Quarter

Description	Ref	2018/19	Budget Year 2019/20							
		Audited Outcome	Original Budget	Adjusted Budget	Monthly actual	YearTD actual	YearTD budget	YTD variance	YTD variance %	Full Year Forecast
R thousands	1									
<b>Revenue - Functional</b>										
<i><b>Governance and administration</b></i>		232 272	217 702	224 303	2 564	79 086	56 076	23 010	41%	224 303
Executive and council		231 601	216 981	223 582	2 472	78 932	55 895	23 037	41%	223 582
Finance and administration		671	721	721	92	154	180	(26)	-15%	721
Internal audit		-	-	-	-	-	-	-	-	-
<i><b>Community and public safety</b></i>		8 041	8 856	8 856	546	1 091	2 214	(1 123)	-51%	8 856
Community and social services		-	-	-	-	-	-	-	-	-
Sport and recreation		7 820	8 406	8 406	501	955	2 102	(1 147)	-55%	8 406
Public safety		-	-	-	-	-	-	-	-	-
Housing		-	-	-	-	-	-	-	-	-
Health		221	450	450	45	136	113	24	21%	450
<i><b>Economic and environmental services</b></i>		162 333	160 105	160 105	35 064	35 114	40 026	(4 912)	-12%	160 105
Planning and development		-	-	-	-	-	-	-	-	-
Road transport		162 000	160 000	160 000	35 048	35 048	40 000	(4 952)	-12%	160 000
Environmental protection		333	105	105	16	66	26	40	153%	105
<i><b>Trading services</b></i>		-	30 657	30 657	-	-	7 664	(7 664)	-100%	30 657
Energy sources		-	-	-	-	-	-	-	-	-
Water management		-	-	-	-	-	-	-	-	-
Waste water management		-	-	-	-	-	-	-	-	-
Waste management		-	30 657	30 657	-	-	7 664	(7 664)	-100%	30 657
<i><b>Other</b></i>	4	-	-	-	-	-	-	-	-	-
<b>Total Revenue - Functional</b>	2	402 645	417 320	423 921	38 173	115 291	105 980	9 311	9%	423 921
<b>Expenditure - Functional</b>										
<i><b>Governance and administration</b></i>		123 554	126 483	128 493	10 367	24 326	32 123	(7 797)	-24%	128 493
Executive and council		44 144	45 692	46 892	3 665	8 616	11 723	(3 107)	-27%	46 892
Finance and administration		76 860	78 090	78 900	6 446	15 214	19 725	(4 510)	-23%	78 900
Internal audit		2 550	2 702	2 702	257	495	675	(180)	-27%	2 702
<i><b>Community and public safety</b></i>		90 298	79 377	79 377	5 926	16 736	19 844	(3 108)	-16%	79 377
Community and social services		20 403	9 814	9 814	770	2 263	2 454	(191)	-8%	9 814
Sport and recreation		12 767	13 225	13 225	857	2 681	3 306	(626)	-19%	13 225
Public safety		27 288	25 301	25 301	1 896	5 125	6 325	(1 200)	-19%	25 301
Housing		-	-	-	-	-	-	-	-	-
Health		29 841	31 037	31 037	2 402	6 668	7 759	(1 091)	-14%	31 037
<i><b>Economic and environmental services</b></i>		178 859	176 200	177 009	16 876	44 095	44 252	(157)	0%	177 009
Planning and development		8 640	9 147	9 147	1 985	4 880	2 287	2 593	113%	9 147
Road transport		166 635	163 468	164 277	14 578	38 348	41 069	(2 721)	-7%	164 277
Environmental protection		3 585	3 585	3 585	314	867	896	(29)	-3%	3 585
<i><b>Trading services</b></i>		5 018	33 470	33 470	440	750	8 367	(7 617)	-91%	33 470
Energy sources		-	-	-	-	-	-	-	-	-
Water management		10	10	10	195	506	3	503	19731%	10
Waste water management		-	-	-	-	-	-	-	-	-
Waste management		5 008	33 460	33 460	245	245	8 365	(8 120)	-97%	33 460
<i><b>Other</b></i>		674	3 126	3 126	106	1 089	782	308	39%	3 126
<b>Total Expenditure - Functional</b>	3	398 403	418 656	421 475	33 716	86 997	105 369	(18 372)	-17%	421 475
<b>Surplus/ (Deficit) for the year</b>		4 242	(1 336)	2 446	4 458	28 294	612	27 683	4527%	2 446

This table reflects the operating budget (Financial Performance) in the standard classifications that is the Government Finance Statistics Functions and Sub-function. The main functions are Governance and Administration, Community and Public Safety, Economic and Environmental Services and Trading services.

### **Operating Revenue:**

Table C2 reflects the financial performance per Standard Classification and shows that most of the municipal funds are received under the Executive and Council classification. This is because the municipality budgets most of its income under the Governance and administration function of the Government Financial Statistics (GFS) classification.

Operational performance for the revenue budget totals **R115 291 000** for the first quarter ending 30 September 2019. Based on the adjusted budget of **R423 921 000** this represents **27.2%** of budgeted revenue for the quarter under review including the Roads Agency Function.

### **Operating Expenditure**

Operational performance for the expenditure budget totals **R86 996 775** for the first quarter ending 30 September 2019. Based on the adjusted budget of **R421 475 000** this represents a **20.6%** of budgeted expenditure. The year to date expenditure amounts includes the Roads Agency Function.

More details regarding the operational expenditure are included in the report below under expenditure by type.

In Table C3, Financial Performance is reported by municipal vote:

### 4.1.3 Table C3: Monthly Budget Statement - Financial Performance (revenue and expenditure by municipal vote)

DC4 Garden Route - Table C3 Monthly Budget Statement - Financial Performance (revenue and expenditure by municipal vote) - Q1 First Quarter

Vote Description	Ref	2018/19	Budget Year 2019/20							
		Audited Outcome	Original Budget	Adjusted Budget	Monthly actual	YearTD actual	YearTD budget	YTD variance	YTD variance %	Full Year Forecast
R thousands										
Revenue by Vote	1									
Vote 1 - Executive and Council		232 074	216 981	223 582	2 472	78 932	55 895	23 037	41,2%	223 582
Vote 2 - Budget and Treasury Office		-	-	-	-	-	-	-	-	-
Vote 3 - Corporate Services		198	721	721	92	154	180	(26)	-14,6%	721
Vote 4 - Planning and Development		-	-	-	-	-	-	-	-	-
Vote 5 - Public Safety		-	-	-	-	-	-	-	-	-
Vote 6 - Health		221	450	450	45	136	113	24	21,2%	450
Vote 7 - Community and Social Services		-	-	-	-	-	-	-	-	-
Vote 8 - Sport and Recreation		7 820	8 406	8 406	501	955	2 102	(1 147)	-54,6%	8 406
Vote 9 - Waste Management		-	30 657	30 657	-	-	7 664	(7 664)	-100,0%	30 657
Vote 10 - Roads Transport		-	-	-	-	-	-	-	-	-
Vote 11 - Waste Water Management		-	-	-	-	-	-	-	-	-
Vote 12 - Water		-	-	-	-	-	-	-	-	-
Vote 13 - Environment Protection		333	105	105	16	66	26	40	152,9%	105
Vote 14 - Roads Agency Function		162 000	160 000	160 000	35 048	35 048	40 000	(4 952)	-12,4%	160 000
Vote 15 - Electricity		-	-	-	-	-	-	-	-	-
Total Revenue by Vote	2	402 645	417 320	423 921	38 173	115 291	105 980	9 311	8,8%	423 921
Expenditure by Vote	1									
Vote 1 - Executive and Council		46 981	51 456	52 656	3 863	9 349	13 164	(3 815)	-29,0%	52 656
Vote 2 - Budget and Treasury Office		24 519	21 608	22 068	3 037	4 990	5 517	(527)	-9,5%	22 068
Vote 3 - Corporate Services		41 210	42 339	42 689	3 253	9 364	10 672	(1 308)	-12,3%	42 689
Vote 4 - Planning and Development		22 739	24 234	24 234	2 381	6 665	6 058	607	10,0%	24 234
Vote 5 - Public Safety		41 369	32 060	32 060	2 377	6 692	8 015	(1 323)	-16,5%	32 060
Vote 6 - Health		33 581	33 212	33 212	2 616	7 291	8 303	(1 012)	-12,2%	33 212
Vote 7 - Community and Social Services		-	-	-	-	-	-	-	-	-
Vote 8 - Sport and Recreation		12 767	13 225	13 225	857	2 681	3 306	(626)	-18,9%	13 225
Vote 9 - Waste Management		5 008	33 460	33 460	440	750	8 365	(7 615)	-91,0%	33 460
Vote 10 - Roads Transport		4 225	3 468	4 277	-	-	1 069	(1 069)	-100,0%	4 277
Vote 11 - Waste Water Management		(7)	10	10	-	-	3	(3)	-100,0%	10
Vote 12 - Water		18	-	-	-	-	-	-	-	-
Vote 13 - Environment Protection		3 585	3 585	3 585	314	867	896	(29)	-3,2%	3 585
Vote 14 - Roads Agency Function		162 410	160 000	160 000	14 578	38 348	40 000	(1 652)	-4,1%	160 000
Vote 15 - Electricity		-	-	-	-	-	-	-	-	-
Total Expenditure by Vote	2	398 403	418 656	421 475	33 716	86 997	105 369	(18 372)	-17,4%	421 475
Surplus/ (Deficit) for the year	2	4 242	(1 336)	2 446	4 458	28 294	612	27 683	4526,8%	2 446

Revenue and expenditure reflects the operating performance per municipal vote. This is in accordance with the Government Financial Statistics (GFS) classification of the National Treasury.

Most of the municipal income is budgeted under the Executive and Council functions. Sport and Recreation (Resorts) is the other main municipal function where income budgeting is recorded.

Expenditure per municipal vote is distributed to ensure that the municipal expenditure reflects the functions where expenditure is allocated. This is done to ensure implementation of the Integrated Development Plan (IDP) and for Annual Reporting.

#### 4.1.4 Table C4: Monthly Budget Statement - Financial Performance (revenue and expenditure)

DC4 Garden Route - Table C4 Monthly Budget Statement - Financial Performance (revenue and expenditure) - Q1 First Quarter

B4 Garden Route - Table 04: Monthly Budget Statement - Financial Performance (Revenue and Expenditure) - Q1 First Quarter										
Description	Ref	2018/19	Budget Year 2019/20							
		Audited Outcome	Original Budget	Adjusted Budget	Monthly actual	YearTD actual	YearTD budget	YTD variance	YTD variance %	Full Year Forecast
R thousands										
<b>Revenue By Source</b>										
Property rates								-		
Service charges - electricity revenue								-		
Service charges - water revenue								-		
Service charges - sanitation revenue								-		
Service charges - refuse revenue								-		
Rental of facilities and equipment		3 846	1 593	1 593	167	399	398	1	0%	1 593
Interest earned - external investments		15 715	16 893	16 893			4 223	(4 223)	-100%	16 893
Interest earned - outstanding debtors		897	964	964	576	1 441	241	1 200	498%	964
Dividends received		-	-	-			-	-		-
Fines, penalties and forfeits		-	-	-			-	-		-
Licences and permits		333	105	105	16	66	26	40	153%	105
Agency services		21 062	23 015	23 015	1 397	5 587	5 754	(166)	-3%	23 015
Transfers and subsidies		172 435	165 426	172 027		68 777	43 007	25 770	60%	172 027
Other revenue		184 358	205 672	205 672	36 018	39 020	51 418	(12 398)	-24%	205 672
Gains on disposal of PPE		4 000	3 652	3 652			913	(913)	-100%	3 652
<b>Total Revenue (excluding capital transfers and contributions)</b>		<b>402 645</b>	<b>417 320</b>	<b>423 921</b>	<b>38 173</b>	<b>115 291</b>	<b>105 980</b>	<b>9 311</b>	<b>9%</b>	<b>423 921</b>
<b>Expenditure By Type</b>										
Employee related costs		140 534	144 964	144 964	11 576	33 959	36 241	(2 282)	-6%	144 964
Remuneration of councillors		11 933	12 828	12 828	827	2 509	3 207	(698)	-22%	12 828
Debt impairment		1 601	1 721	1 721			430	(430)	-100%	1 721
Depreciation & asset impairment		3 172	3 477	3 477	753	1 130	869	261	30%	3 477
Finance charges		-	-	-			-	-		-
Bulk purchases		-	-	-			-	-		-
Other materials		36	4 084	4 084	176	378	1 021	(643)	-63%	4 084
Contracted services		50 354	46 505	49 324	2 327	4 479	12 331	(7 852)	-64%	49 324
Transfers and subsidies		-	1 965	1 965	376	506	491	15	3%	1 965
Other expenditure		190 773	203 113	203 113	17 681	44 035	50 778	(6 743)	-13%	203 113
Loss on disposal of PPE							-	-		-
<b>Total Expenditure</b>		<b>398 403</b>	<b>418 656</b>	<b>421 475</b>	<b>33 716</b>	<b>86 997</b>	<b>105 369</b>	<b>(18 372)</b>	<b>-17%</b>	<b>421 475</b>
<b>Surplus/(Deficit)</b>		<b>4 242</b>	<b>(1 336)</b>	<b>2 446</b>	<b>4 458</b>	<b>28 294</b>	<b>612</b>	<b>27 683</b>	<b>0</b>	<b>2 446</b>
Transfers and subsidies - capital (monetary allocations) (National / Provincial and District)								-		
(National / Provincial Departmental Agencies, Households, Non-profit Institutions, Private Enterprises, Public Corporations, Higher Educational Institutions)								-		
Transfers and subsidies - capital (in-kind - all)								-		
<b>Surplus/(Deficit) after capital transfers &amp; contributions</b>		<b>4 242</b>	<b>(1 336)</b>	<b>2 446</b>	<b>4 458</b>	<b>28 294</b>	<b>612</b>			<b>2 446</b>
Taxation								-		
<b>Surplus/(Deficit) after taxation</b>		<b>4 242</b>	<b>(1 336)</b>	<b>2 446</b>	<b>4 458</b>	<b>28 294</b>	<b>612</b>			<b>2 446</b>
Attributable to minorities										
<b>Surplus/(Deficit) attributable to municipality</b>		<b>4 242</b>	<b>(1 336)</b>	<b>2 446</b>	<b>4 458</b>	<b>28 294</b>	<b>612</b>			<b>2 446</b>
Share of surplus/ (deficit) of associate										
<b>Surplus/ (Deficit) for the year</b>		<b>4 242</b>	<b>(1 336)</b>	<b>2 446</b>	<b>4 458</b>	<b>28 294</b>	<b>612</b>			<b>2 446</b>

### **Revenue by Source**

Revenue by source explains the types of income budgeted for and the performance of these items individually:

#### Rental of facilities and equipment:

Rental of facilities and equipment for the first quarter an amount of R399 485 was recorded.

#### Interest earned – External Investments:

Reflects the interest earned in respect of surplus funds not immediately needed in the operations of the municipality over the short-term period. No interest on external investments received was recorded for the first quarter ending 30 September 2019, as investments were invested for a longer period to optimize interest received on investments.

#### Interest raised – Outstanding debtors

Interest on outstanding debtors for the first quarter ending 30 September 2019 an amount of R1 441 000 was recorded.

#### Agency services

The municipality performs an agency function on behalf of the Department of Transport – Roads department. Monthly agency fees are collected from the department. 12% Admin fee is received on the original allocation and 3% on the cost of additional reseal projects. The amount of R5 587 000 was recorded for the first quarter ending 30 September 2019.

#### Transferred recognised – operational

The transfers recognised represents the allocations as promulgated in the National and Provincial Division of Revenues Act's respectively. The first instalment of R65 571 000 for the Equitable Share was received during July 2019. An amount of R408 000 for EPWP Grant were received as first instalment during August, R1 798 000 as first instalment of the Rural Roads Asset Management Grant and R1 000 000 were received from National Treasury for the Finance Management Grant.



Other revenue / Sundry income

Other revenue reflects an amount of R39 020 000 for the first quarter ending 30 September 2019. Other revenue consists of the following: Interest on current account, resorts income and rental of facilities and equipment.

**Expenditure by Type**

Expenditure by type reflects the operational budget per main type/category of expenditure:

Employee Related cost / Remuneration of councillors

Remuneration related expenditure for the first quarter ending 30 September 2019 amounted to R36 468 000 of an adjusted budgeted amount of R157 791 000 that represents 23.1% of the budgeted amount.

Debt Impairment / Depreciation and asset impairment

These items account for non-cash budgeted items. The fixed asset register module must still be implemented at Garden Route DM. We are awaiting the service provider to implement the new fixed asset management system as the previous asset management system (Market Demand) withdrew from the financial system service provider, Phoenix had to develop a new asset register (at no additional cost to municipalities, as this was a mSCOA requirement when National Treasury awarded the transversal tender for financial systems.) Garden Route DM must first test the new proposed asset register extensively to ensure it meets the requirements of mSCOA and GRAP and fully integrates seamlessly and correctly with the financial system before it can be implemented.

It is envisioned that the service provider will be able to present a complete asset management system during the second quarter. Extensive meetings have taken place between management and the management of the service provider regarding the fixed asset register. Currently the Excel asset register is used and manual journals are prepared monthly based on previous year figures to process the depreciation charges. R1 130 000 were recorded for the first quarter and year to date ending 30 September 2019.

### Finance charges

The municipality have no outstanding loans and it is not envisioned that Council will take up any new loans in the short term.

### Contracted services

Contracted services amounted to R4 479 000 for the first quarter ending 30 September 2019, representing 9.1% of the budget.

### Other expenditure

Other expenditure reflects all other expenses not specifically mentioned and amounted to R44 035 000 for the first quarter ending 30 September 2019, representing 21.7% of the budget.

Most of the other expenditure is only accounted for at the end of the financial year. The other expenditure consists of the following:

- Repairs and Maintenance
- Operating Projects (own funds)
- Roads Expenditure

### Roads Agency Function

The income and expenditure of the roads agency function is integrated on a monthly basis from the start of the 2019/20 Financial Year.

#### 4.1.5 Table C5: Monthly Budget Statement - Capital Expenditure (municipal vote, standard classification and funding)

##### Variances explained in Supporting Table C5

DC4 Garden Route - Table C5 Monthly Budget Statement - Capital Expenditure (municipal vote, functional classification and funding) - Q1 First Quarter

Vote Description	Ref	2018/19	Budget Year 2019/20							
		Audited Outcome	Original Budget	Adjusted Budget	Monthly actual	YearTD actual	YearTD budget	YTD variance	YTD variance %	Full Year Forecast
<b>R thousands</b>	<b>1</b>									
<b>Multi-Year expenditure appropriation</b>	<b>2</b>									
Vote 1 - Executive and Council		30	500	500	-	-	125	(125)	-100%	500
Vote 2 - Budget and Treasury Office		42	-	-	-	-	-	-	-	-
Vote 3 - Corporate Services		2 428	1 503	1 503	305	305	376	(70)	-19%	1 503
Vote 4 - Planning and Development		37	-	-	-	-	-	-	-	-
Vote 5 - Public Safety		4 713	2 000	2 000	-	-	500	(500)	-100%	2 000
Vote 6 - Health		2 343	-	-	-	-	-	-	-	-
Vote 7 - Community and Social Services		-	-	-	-	-	-	-	-	-
Vote 8 - Sport and Recreation		1 000	-	-	-	-	-	-	-	-
Vote 9 - Waste Management		-	-	-	-	-	-	-	-	-
Vote 10 - Roads Transport		-	-	-	-	-	-	-	-	-
Vote 11 - Waste Water Management		-	-	-	-	-	-	-	-	-
Vote 12 - Water		-	-	-	-	-	-	-	-	-
Vote 13 - Environment Protection		30	-	-	-	-	-	-	-	-
Vote 14 - Roads Agency Function		-	-	-	-	-	-	-	-	-
Vote 15 - Electricity		-	-	-	-	-	-	-	-	-
<b>Total Capital Multi-year expenditure</b>	<b>4,7</b>	<b>10 623</b>	<b>4 003</b>	<b>4 003</b>	<b>305</b>	<b>305</b>	<b>1 001</b>	<b>(695)</b>	<b>-69%</b>	<b>4 003</b>
<b>Single Year expenditure appropriation</b>	<b>2</b>									
Vote 1 - Executive and Council		-	-	-	-	-	-	-	-	-
Vote 2 - Budget and Treasury Office		-	-	-	-	-	-	-	-	-
Vote 3 - Corporate Services		-	70	70	-	-	18	(18)	-100%	70
Vote 4 - Planning and Development		-	-	-	-	-	-	-	-	-
Vote 5 - Public Safety		-	400	4 182	-	-	1 046	(1 046)	-100%	4 582
Vote 6 - Health		-	2 300	2 300	-	-	383	(383)	-100%	2 300
Vote 7 - Community and Social Services		-	-	-	-	-	-	-	-	-
Vote 8 - Sport and Recreation		-	-	-	-	-	-	-	-	-
Vote 9 - Waste Management		-	-	-	-	-	-	-	-	-
Vote 10 - Roads Transport		-	-	-	-	-	-	-	-	-
Vote 11 - Waste Water Management		-	-	-	-	-	-	-	-	-
Vote 12 - Water		-	-	-	-	-	-	-	-	-
Vote 13 - Environment Protection		-	150	150	-	-	38	(38)	-100%	150
Vote 14 - Roads Agency Function		-	-	-	-	-	-	-	-	-
Vote 15 - Electricity		-	-	-	-	-	-	-	-	-
<b>Total Capital single-year expenditure</b>	<b>4</b>	<b>-</b>	<b>2 920</b>	<b>6 702</b>	<b>-</b>	<b>-</b>	<b>1 484</b>	<b>(1 484)</b>	<b>-100%</b>	<b>7 102</b>
<b>Total Capital Expenditure</b>		<b>10 623</b>	<b>6 923</b>	<b>10 705</b>	<b>305</b>	<b>305</b>	<b>2 485</b>	<b>(2 179)</b>	<b>-88%</b>	<b>11 105</b>

The adjusted capital budget for the financial year amounts to **R10 705 000**. For the first quarter capital expenditure was **R305 300** on **completed projects**. An additional **R2 300 000** has been spent on the purchase of the office in Plettenberg Bay – the final transfer of the property into the name of GRDM is not yet finalised. Payments of **R3 026 000** for the purchase of new water tankers has been done – final delivery and payment expected towards the end of November. These last two payments will reflect under Capital Expenditure on completion/finalisation of the projects.

Provincial treasury required the municipality to provide more information in terms of the commitments of capital items on the budget. Refer to Section 11 for more details regarding the progress of the spending of capital budget projects.

#### 4.1.6 Table C6: Monthly Budget Statement - Financial Position

DC4 Garden Route - Table C6 Monthly Budget Statement - Financial Position - Q1 First Quarter

Description	Ref	2018/19	Budget Year 2019/20			
		Audited Outcome	Original Budget	Adjusted Budget	YearTD actual	Full Year Forecast
<b>R thousands</b>	<b>1</b>					
<b><u>ASSETS</u></b>						
<b>Current assets</b>						
Cash		174 303	169 379	169 379	179 100	169 379
Call investment deposits		–	–	–	–	–
Consumer debtors		–	–	–	–	–
Other debtors		16 205	2 312	2 312	23 956	2 312
Current portion of long-term receivables		3 550	3 324	3 324	3 867	3 324
Inventory		2 568	3 536	3 536	2 731	3 536
<b>Total current assets</b>		<b>196 625</b>	<b>178 550</b>	<b>178 550</b>	<b>209 654</b>	<b>178 550</b>
<b>Non current assets</b>						
Long-term receivables		61 508	63 353	63 353	59 705	63 353
Investments		26	26	26	27	26
Investment property		84 677	83 831	83 831	86 108	83 831
Investments in Associate						
Property, plant and equipment		159 740	143 644	147 426	159 923	147 426
Biological						
Intangible		1 363	1 748	1 748	2 139	1 748
Other non-current assets						
<b>Total non current assets</b>		<b>307 314</b>	<b>292 602</b>	<b>296 384</b>	<b>307 903</b>	<b>296 384</b>
<b>TOTAL ASSETS</b>		<b>503 940</b>	<b>471 152</b>	<b>474 935</b>	<b>517 557</b>	<b>474 935</b>
<b><u>LIABILITIES</u></b>						
<b>Current liabilities</b>						
Bank overdraft						
Borrowing		857	–	–	698	
Consumer deposits						
Trade and other payables		71 843	51 753	51 753	37 449	51 753
Provisions		29 692	30 281	30 281	37 155	30 281
<b>Total current liabilities</b>		<b>102 393</b>	<b>82 034</b>	<b>82 034</b>	<b>75 303</b>	<b>82 034</b>
<b>Non current liabilities</b>						
Borrowing		591	1 462	1 462	28	1 462
Provisions		137 396	84 778	84 778	144 823	84 778
<b>Total non current liabilities</b>		<b>137 987</b>	<b>86 240</b>	<b>86 240</b>	<b>144 852</b>	<b>86 240</b>
<b>TOTAL LIABILITIES</b>		<b>240 380</b>	<b>168 274</b>	<b>168 274</b>	<b>220 154</b>	<b>168 274</b>
<b>NET ASSETS</b>	<b>2</b>	<b>263 560</b>	<b>302 878</b>	<b>306 661</b>	<b>297 403</b>	<b>306 661</b>
<b><u>COMMUNITY WEALTH/EQUITY</u></b>						
Accumulated Surplus/(Deficit)		235 253	271 173	274 956	266 077	274 956
Reserves		28 307	31 705	31 705	31 326	31 705
<b>TOTAL COMMUNITY WEALTH/EQUITY</b>	<b>2</b>	<b>263 560</b>	<b>302 878</b>	<b>306 661</b>	<b>297 403</b>	<b>306 661</b>

The financial position of Council is recorded at the end of the quarter 30 September 2019. This table includes the figures for Roads department.

#### 4.1.7 Table C7: Monthly Budget Statement - Cash Flow

DC4 Garden Route - Table C7 Monthly Budget Statement - Cash Flow - Q1 First Quarter

Description	Ref	2018/19	Budget Year 2019/20							
		Audited Outcome	Original Budget	Adjusted Budget	Monthly actual	YearTD actual	YearTD budget	YTD variance	YTD variance %	Full Year Forecast
<b>R thousands</b>	<b>1</b>									
<b>CASH FLOW FROM OPERATING ACTIVITIES</b>										
<b>Receipts</b>										
Property rates								-		
Service charges								-		
Other revenue		214 495	230 385	230 385	38 173	46 514	57 596	(11 082)	-19%	230 385
Government - operating		172 435	165 426	168 245	-	68 777	42 061	26 716	64%	168 245
Government - capital		-	-	3 782		-	946	(946)	-100%	3 782
Interest		15 715	16 893	16 893			4 223	(4 223)	-100%	16 893
Dividends								-		
<b>Payments</b>										
Suppliers and employees		(388 852)	(411 494)	(411 494)	(33 339)	(86 490)	(102 873)	(16 383)	16%	(411 494)
Finance charges				-		-	-	-		-
Transfers and Grants			(1 965)	(4 784)	(376)	(506)	(1 196)	(689)	58%	(4 784)
<b>NET CASH FROM/(USED) OPERATING ACTIVITIES</b>		<b>13 793</b>	<b>(755)</b>	<b>3 028</b>	<b>4 458</b>	<b>28 294</b>	<b>757</b>	<b>(27 538)</b>	<b>-3638%</b>	<b>3 028</b>
<b>CASH FLOWS FROM INVESTING ACTIVITIES</b>										
<b>Receipts</b>										
Proceeds on disposal of PPE		3 156	3 652	3 652			913	(913)	-100%	3 652
Decrease (Increase) in non-current debtors		-	3 636	3 636			909	(909)	-100%	3 636
Decrease (increase) other non-current receivables		(1 791)	-				-	-		
Decrease (increase) in non-current investments		-	-		(50 717)	(29 243)	-	(29 243)	#DIV/0!	
<b>Payments</b>										
Capital assets		(10 623)	(6 923)	(10 705)	(305)	(305)	(2 676)	(2 371)	89%	(10 705)
<b>NET CASH FROM/(USED) INVESTING ACTIVITIES</b>		<b>(9 258)</b>	<b>366</b>	<b>(3 417)</b>	<b>(51 022)</b>	<b>(29 548)</b>	<b>(854)</b>	<b>28 694</b>	<b>-3359%</b>	<b>(3 417)</b>
<b>CASH FLOWS FROM FINANCING ACTIVITIES</b>										
<b>Receipts</b>										
Short term loans								-		
Borrowing long term/refinancing								-		
Increase (decrease) in consumer deposits								-		
<b>Payments</b>										
Repayment of borrowing								-		
<b>NET CASH FROM/(USED) FINANCING ACTIVITIES</b>		<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>		<b>-</b>
<b>NET INCREASE/ (DECREASE) IN CASH HELD</b>		<b>4 535</b>	<b>(389)</b>	<b>(389)</b>	<b>(46 564)</b>	<b>(1 254)</b>	<b>(97)</b>			<b>(389)</b>
Cash/cash equivalents at beginning:		169 768	169 768	169 768		180 355	169 768			180 355
Cash/cash equivalents at month/year end:		174 303	169 379	169 379		179 101	169 671			179 965

The municipal bank balance at 30 September 2019 totals R20 100 522.59 and the short term deposits made amounts to R159,000,000, therefore the total cash and cash equivalents amounts to R179 100 522.59.

More detailed information regarding the cash position is tabled below that is giving a breakdown of the commitments against the cash of council:

<b>REPORTING MONTH: 30 SEPTEMBER 2019</b>		
<b>Commitments against Cash &amp; Cash Equivalents</b>		
<b>ITEM</b>	<b>Previous Month R'000</b>	<b>Current Month R'000</b>
<b>Bank balance as at 30 September 2019</b>	<b>24 354 522,59</b>	<b>20 100 352,60</b>
<b>Other Cash &amp; Cash Equivalents: Short term deposits</b>	<b>156 000 000,00</b>	<b>159 000 000,00</b>
<b>Total Cash &amp; Cash Equivalents:</b>	<b>180 354 522,59</b>	<b>179 100 352,60</b>
<b>LESS:</b>	<b>125 704 029,77</b>	<b>113 637 684,94</b>
Unspent Conditional Grants	6 893 627,64	6 893 627,64
Provision for staff leave	13 566 381,65	13 566 381,65
Provision for bonus	3 601 878,19	4 534 658,25
Post Retirement Benefits	37 463 916,00	37 463 916,00
Performance Bonus	932 780,06	932 780,06
Grant received in advance	32 785 500,00	16 392 750,00
Trade Payables	12 811 312,11	13 302 421,00
Unspent Capital budget	1 153 778,00	2 179 200,00
Unspent Operational budget	16 494 856,12	18 371 950,34
<b>Sub total</b>	<b>54 650 492,82</b>	<b>65 462 667,66</b>
<b>PLUS:</b>	<b>10 464 845,64</b>	<b>5 365 720,66</b>
VAT Receivable	3 278 029,44	3 070 705,90
Receivable Exchange	7 186 816,20	2 295 014,76
	<b>65 115 338,46</b>	<b>70 828 388,32</b>
<b>LESS OTHER MATTERS:</b>		
Capital Replacement Reserve	34 802 548,35	34 802 548,35
<b>Sub Total</b>	<b>30 312 790,11</b>	<b>36 025 839,97</b>
<b>LESS: CONTINGENT LIABILITIES</b>	<b>11 675 924,15</b>	<b>11 675 924,15</b>
Theunis Barnard	38 231,00	38 231,00
I Gerber	21 840,00	21 840,00
A de Wet	614 675,00	614 675,00
Barry Louis Rae Trust	4 500 000,00	4 500 000,00
Banger Car Hire	18 800,00	18 800,00
Combined summons between George Municipality, Garden Route DM and D Stoffels	20 836,00	20 836,00
Combined summons between G Brown and Garden Route DM	31 032,00	31 032,00
Combined summons between Brenda Kraft and Garden Route DM	415 264,31	415 264,31
Isivuno Auctioneers: Summons	223 574,84	223 574,84
Portion of Portion 2 of Farm 238, Hooggekraal	431 400,00	431 400,00
Erf 99, Glentana	4 021 781,00	4 021 781,00
Labour disputes: V Blom & Roode	350 000,00	350 000,00
Labour disputes: B Ntozini	70 000,00	70 000,00
Labour disputes: N Ndabeni	50 000,00	50 000,00
Labour disputes: IMATU obo Du Plessis & others	868 490,00	868 490,00
<b>Recalculated available cash balance</b>	<b>18 636 865,96</b>	<b>24 349 915,82</b>

## PART 2 – SUPPORTING DOCUMENTATION

### SECTION 5 – DEBTORS' ANALYSIS

#### Supporting Table SC3

DC4 Garden Route - Supporting Table SC3 Monthly Budget Statement - aged debtors - Q1 First Quarter

Description	NT Code	Budget Year 2019/20									Total over 90 days	Actual Bad Debts Written Off against Debtors	Impairment - Bad Debts i.t.o Council Policy
		0-30 Days	31-60 Days	61-90 Days	91-120 Days	121-150 Dys	151-180 Dys	181 Dys-1 Yr	Over 1Yr	Total			
R thousands													
Debtors Age Analysis By Income Source													
Trade and Other Receivables from Exchange Transactions - Water	1200									-	-		
Trade and Other Receivables from Exchange Transactions - Electricity	1300									-	-		
Receivables from Non-exchange Transactions - Property Rates	1400									-	-		
Receivables from Exchange Transactions - Waste Water Management	1500									-	-		
Receivables from Exchange Transactions - Waste Management	1600									-	-		
Receivables from Exchange Transactions - Property Rental Debtors	1700	(13)	-	-	-	-	-	(34)	(47)	(34)			
Interest on Arrear Debtor Accounts	1810	286	285	293	262	264	257	257	1 299	3 203	2 338		
Recoverable unauthorised, irregular, fruitless and wasteful expenditure	1820	-	-	-	-	-	-	-	-	-	-		
Other	1900	166	341	71	876	370	396	12 551	13 842	28 613	28 035		
Total By Income Source	2000	440	627	364	1 138	634	653	12 808	15 107	31 769	30 339	-	-
2018/19 - totals only													
Debtors Age Analysis By Customer Group													
Organs of State	2200	(36)	63	41	541	96	230	478	3 006	4 420	4 351		
Commercial	2300	-	-	-	-	-	-	-	-	-	-		
Households	2400									-	-		
Other	2500	476	563	323	596	538	422	12 329	12 101	27 349	25 987		
Total By Customer Group	2600	440	627	364	1 138	634	653	12 808	15 107	31 769	30 339	-	-

Long outstanding debtors that mainly consist of old sundry debt and fire accounts, remains a concern for the municipality and management will continue to report in terms of progress made.

The municipality are required to submit debtors aged analysis data strings on a monthly basis. Currently the debtor section initiated debt collection processes and will report quarterly to the financial services committee on the debt collection process.

## SECTION 6 – CREDITORS' ANALYSIS

### Supporting Table C4

DC4 Garden Route - Supporting Table SC4 Monthly Budget Statement - aged creditors - Q1 First Quarter

Budget Year 2019/20												Prior year
Description	NT Code	0 -	31 -	61 -	91 -	121 -	151 -	181 Days -	Over 1	Total	totals for char	
R thousands		30 Days	60 Days	90 Days	120 Days	150 Days	180 Days	1 Year	Year		(same period)	
Creditors Age Analysis By Customer Type												
Bulk Electricity	0100									-		
Bulk Water	0200									-		
PAYE deductions	0300									-		
VAT (output less input)	0400									-		
Pensions / Retirement deductions	0500									-		
Loan repayments	0600									-		
Trade Creditors	0700	311	1 342	367	(53)	14	8	295	154	2 437		
Auditor General	0800									-		
Other	0900									-		
Total By Customer Type	1000	311	1 342	367	(53)	14	8	295	154	2 437		

The municipality are required to submit creditors aged analysis data strings on a monthly basis.

The reason for long outstanding creditors are due to invoices not submitted by either suppliers or user departments, other reasons also include disputes on certain invoices.

The municipality are continuously working towards resolving outstanding disputes on invoices and obtaining outstanding invoices.



## SECTION 7 – INVESTMENT PORTFOLIO ANALYSIS

### 7.1 Investment monitoring information

The municipality invest access funds on a 30 days' short-term investment period in order to maximise the interest received and to have cash readably available when needed and is done in line with the Cash Management and Investment Policy of council.

This should be done in line with the Cash Management and Investment policy of council.

	Balance as at 01 Sept 2019	Movements for the month			Balance as at 30 Sept 2019	Interest earned	Interest earned
		Investments matured	Investments made	Interest capitalised			
						Month	Year to date
<i>Eden district municipality</i>							
<i>Interest Received YTD</i>					-		
<i>Standard Bank</i>	52 000 000,00	6 000 000,00	5 000 000,00		53 000 000,00	86 589,04	152 123,29
<i>FNB</i>	6 000 000,00	6 000 000,00	5 000 000,00		7 000 000,00	84 000,00	147 561,64
<i>ABSA</i>	36 000 000,00	-			36 000 000,00	-	-
<i>Nedbank</i>	52 000 000,00	6 000 000,00	5 000 000,00		53 000 000,00	92 777,75	167 352,00
<i>Investec Bank</i>	10 000 000,00		-		10 000 000,00	-	-
<b>BANK DEPOSITS</b>	<b>156 000 000,00</b>	<b>18 000 000,00</b>	<b>15 000 000,00</b>	<b>-</b>	<b>159 000 000,00</b>	<b>263 366,79</b>	<b>467 036,93</b>

## SECTION 8 – ALLOCATION AND GRANT RECEIPTS AND EXPENDITURE

## 8.1 Supporting Table C6

DC4 Garden Route - Supporting Table SC6 Monthly Budget Statement - transfers and grant receipts - Q1 First Quarter

Description	Ref	2018/19	Budget Year 2019/20							
		Audited Outcome	Original Budget	Adjusted Budget	Monthly actual	YearTD actual	YearTD budget	YTD variance	YTD variance %	Full Year Forecast
R thousands										
<b>RECEIPTS:</b>	1,2									
<b>Operating Transfers and Grants</b>										
<b>National Government:</b>		157 166	162 568	164 471	–	68 777	27 095	39 343	145,2%	164 471
Local Government Equitable Share		151 237	157 370	157 370	–	65 571	26 228	39 343	150,0%	157 370
Finance Management		1 000	1 000	1 000		1 000	167			1 000
Municipal Systems Improvement		–		–						–
EPWP Incentiv e		1 021	1 629	1 629		408	272			1 629
NT - Rural Roads Asset Management Systems		2 425	2 569	2 787		1 798	428			2 787
Fire Service Capacity Building Grant	3	1 483		1 685				–		1 685
								–		
								–		
								–		
Other transfers and grants [insert description]								–		
<b>Provincial Government:</b>		14 810	2 859	7 557	–	–	477	(430)	-90,2%	7 557
PT - Integrated Transport Plan		1 800	900	1 490			150	(150)	-100,0%	1 490
PT - WC Support Grant		1 450	280	1 090			47			1 090
PT - Disaster Management Grant		10 000		2 097				–		2 097
PT - WC Support Grant	4	360	379	379			63	(63)	-100,0%	379
PT - Safety Plan Implementation (WOSA)		1 200	1 300	2 500			217	(217)	-100,0%	2 500
Other transfers and grants [insert description]								–		
<b>District Municipality:</b>		–	–	–	–	–	–	–		–
[insert description]								–		
								–		
<b>Other grant providers:</b>		–	–	–	–	–	–	–		–
[insert description]								–		
								–		
<b>Total Operating Transfers and Grants</b>	5	171 976	165 427	172 028	–	68 777	27 571	38 913	141,1%	172 028

Performance reporting on grants will be enhanced to ensure compliance with the Division of Revenue Act.

## 8.2 Supporting Table C7

DC4 Garden Route - Supporting Table SC7(1) Monthly Budget Statement - transfers and grant expenditure - Q1 First Quarter

Description	Ref	2018/19	Budget Year 2019/20							
		Audited Outcome	Original Budget	Adjusted Budget	Monthly actual	YearTD actual	YearTD budget	YTD variance	YTD variance %	Full Year Forecast
R thousands										
<b>EXPENDITURE</b>										
<b>Operating expenditure of Transfers and Grants</b>										
<b>National Government:</b>		157 166	162 568	164 471	205	642	41 118	(40 476)	-98,4%	164 471
Local Government Equitable Share		151 237	157 370	157 370			39 343	(39 343)	-100,0%	157 370
Finance Management		1 000	1 000	1 000	68	194	250	(56)	-22,5%	1 000
Municipal Systems Improvement		–					–	–		–
EPWP Incentive		1 021	1 629	1 629	137	448	407	41	10,1%	1 629
NT - Rural Roads Asset Management Systems		2 425	2 569	2 787			697	(697)	-100,0%	2 787
Fire Service Capacity Building Grant		1 483		1 685			421	(421)	-100,0%	1 685
Other transfers and grants [insert description]								–		
<b>Provincial Government:</b>		14 810	2 859	7 557	–	–	1 889	(1 889)	-100,0%	7 557
PT - Integrated Transport Plan		1 800	900	1 490			373	(373)	-100,0%	1 490
PT - Disaster Management Grant		10 000	–	2 097			524	(524)	-100,0%	2 097
PT - WC Support Grant		1 450	280	1 090			272	(272)	-100,0%	1 090
PT - Safety Plan Implementation (WOSA)		1 200	1 300	2 500			625	(625)	-100,0%	2 500
Other transfers and grants [insert description]		360	379	379			95	(95)	-100,0%	379
<b>District Municipality:</b>		–	–	–	–	–	–	–		–
[insert description]								–		
<b>Other grant providers:</b>		–	–	–	–	–	–	–		–
[insert description]								–		
<b>Total operating expenditure of Transfers and Grants:</b>		171 976	165 427	172 028	205	642	43 007	(42 365)	-98,5%	172 028

Performance reporting on grants will be enhanced to ensure compliance with the Division of Revenue Act that stipulates reporting on all grant performance should be done from the receiving officer. RSC Equitable Share is an unconditional grant to fund the day-to-day running of the municipality and GRDM are dependent on it.

## SECTION 9 – EXPENDITURE ON COUNCILLOR AND BOARD MEMBERS ALLOWANCES AND EMPLOYEE BENEFITS

### Supporting Table C8

DC4 Garden Route - Supporting Table SC8 Monthly Budget Statement - councillor and staff benefits - Q1 First Quarter

Summary of Employee and Councillor remuneration	Ref	2018/19	Budget Year 2019/20							
		Audited Outcome	Original Budget	Adjusted Budget	Monthly actual	YearTD actual	YearTD budget	YTD variance	YTD variance %	Full Year Forecast
R thousands										
	1	A	B	C						D
<b>Councillors (Political Office Bearers plus Other)</b>										
Basic Salaries and Wages		7 481	11 359	11 359	764	2 325	2 840	(514)	-18%	11 359
Pension and UIF Contributions		2 408	232	232	4	28	58	(30)	-52%	232
Medical Aid Contributions		122	75	75	6	17	19	(2)	-8%	75
Motor Vehicle Allowance		1 696	199	199	8	8	50	(42)	-84%	199
Cellphone Allowance		1 125	–	–	44	130	–	130	#DIV/0!	–
Housing Allowances		1 046	434	434			108	(108)	-100%	434
Other benefits and allowances		–	528	528			132	(132)	-100%	528
<b>Sub Total - Councillors</b>		<b>13 877</b>	<b>12 828</b>	<b>12 828</b>	<b>827</b>	<b>2 509</b>	<b>3 207</b>	<b>(698)</b>	<b>-22%</b>	<b>12 828</b>
<b>% increase</b>	4		<b>-7,6%</b>	<b>-7,6%</b>						<b>-7,6%</b>
<b>Senior Managers of the Municipality</b>	3									
Basic Salaries and Wages		4 442	5 634	5 634	423	1 200	1 408	(209)	-15%	5 634
Pension and UIF Contributions		161	–	–	0	0	–	0	#DIV/0!	–
Medical Aid Contributions		124	256	256	4	13	64	(51)	-79%	256
Overtime		–	–	–			–	–	–	–
Performance Bonus		838	–	–			–	–	–	–
Motor Vehicle Allowance		805	–	–	59	183	–	183	#DIV/0!	–
Cellphone Allowance		111	–	–	9	27	–	27	#DIV/0!	–
Housing Allowances		194	–	–			–	–	–	–
Other benefits and allowances		(211)	–	–			–	–	–	–
Payments in lieu of leave		–	–	–			–	–	–	–
Long service awards		–	–	–			–	–	–	–
Post-retirement benefit obligations	2	–	–	–			–	–	–	–
<b>Sub Total - Senior Managers of Municipality</b>		<b>6 464</b>	<b>5 890</b>	<b>5 890</b>	<b>496</b>	<b>1 423</b>	<b>1 473</b>	<b>(49)</b>	<b>-3%</b>	<b>5 890</b>
<b>% increase</b>	4		<b>-8,9%</b>	<b>-8,9%</b>						<b>-8,9%</b>
<b>Other Municipal Staff</b>										
Basic Salaries and Wages		86 899	85 591	85 591	7 085	20 570	21 398	(828)	-4%	85 591
Pension and UIF Contributions		13 210	14 463	14 463	1 268	2 980	3 616	(636)	-18%	14 463
Medical Aid Contributions		10 314	10 904	10 904	593	1 311	2 726	(1 415)	-52%	10 904
Overtime		3 045	–	–	205	528	–	528	#DIV/0!	–
Performance Bonus		–	–	–			–	–	–	–
Motor Vehicle Allowance		6 906	–	–	830	1 668	–	1 668	#DIV/0!	–
Cellphone Allowance		198	–	–	7	20	–	20	#DIV/0!	–
Housing Allowances		1 311	–	–	121	434	–	434	#DIV/0!	–
Other benefits and allowances		2 641	19 685	19 685	452	3 465	4 921	(1 456)	-30%	19 685
Payments in lieu of leave		6 064	–	–			–	–	–	–
Long service awards		–	–	–			–	–	–	–
Post-retirement benefit obligations	2	2 866	8 432	8 432	518	1 560	2 108	(548)	-26%	8 432
<b>Sub Total - Other Municipal Staff</b>		<b>133 454</b>	<b>139 074</b>	<b>139 074</b>	<b>11 080</b>	<b>32 536</b>	<b>34 768</b>	<b>(2 232)</b>	<b>-6%</b>	<b>139 074</b>
<b>% increase</b>	4		<b>4,2%</b>	<b>4,2%</b>						<b>4,2%</b>
<b>Total Parent Municipality</b>		<b>153 795</b>	<b>157 791</b>	<b>157 791</b>	<b>12 402</b>	<b>36 468</b>	<b>39 448</b>	<b>(2 980)</b>	<b>-8%</b>	<b>157 791</b>

Remuneration related expenditure for the first quarter ending 30 September 2019 amounted to **R36 468 000** of an adjusted budgeted amount of **R157 791 000** that represents **23.1%** of the budgeted amount.

## SECTION 10 – MATERIAL VARIANCES TO THE SERVICE DELIVERY AND BUDGET IMPLEMENTATION PLAN

The measurement of performance of the Municipality in terms of the implementation of the Service Delivery and Budget Implementation plan are dealt with separately.

## SECTION 11 – CAPITAL PROGRAMME PERFORMANCE

The table below provides information on capital budget spending:

Nr	Project description	Cost centre	Adjusted budget R'	YTD Expenditure R'	Status of the project	At what stage is each project currently	Any challenges identified that is resulting in delays?	What measures are in place to remedy the existing challenges.
1	Steel Shelves	1308	50 000,00		Not started yet	Not started yet	No expected challenges anticipated	Monthly all project managers will report to the BTO progress i.to the progress on their projects. This report will be tabled to the Management committee and the Finance portfolio committee to ensure accountability is enforced.
2	Evacuation Chair	1305	20 000,00		Not started yet	Not started yet	No expected challenges anticipated	Monthly all project managers will report to the BTO progress i.to the progress on their projects. This report will be tabled to the Management committee and the Finance portfolio committee to ensure accountability is enforced.
3	Upgrading of Council Buildings	2204	500 000,00		Not started yet	Not started yet	No expected challenges anticipated	Monthly all project managers will report to the BTO progress i.to the progress on their projects. This report will be tabled to the Management committee and the Finance portfolio committee to ensure accountability is enforced.
4	Laptops	1307	132 000,00	125 676,52	Inprocess	Purchased & Delivered	No expected challenges anticipated	Monthly all project managers will report to the BTO progress i.to the progress on their projects. This report will be tabled to the Management committee and the Finance portfolio committee to ensure accountability is enforced.
5	Qnap File Server	1307	36 000,00		Inprocess	Formal Tender - Closing date (4 October 2019)	No expected challenges anticipated	Monthly all project managers will report to the BTO progress i.to the progress on their projects. This report will be tabled to the Management committee and the Finance portfolio committee to ensure accountability is enforced.
6	Projector/s	1307	30 000,00		Inprocess	Order issued	No expected challenges anticipated	Monthly all project managers will report to the BTO progress i.to the progress on their projects. This report will be tabled to the Management committee and the Finance portfolio committee to ensure accountability is enforced.
7	Scanners	1307	19 000,00	17 826,09	Inprocess	Purchased & Delivered	No expected challenges anticipated	Monthly all project managers will report to the BTO progress i.to the progress on their projects. This report will be tabled to the Management committee and the Finance portfolio committee to ensure accountability is enforced.
8	24 Inch Monitors	1307	6 000,00	3 476,52	Inprocess	Purchased & Delivered	No expected challenges anticipated	Monthly all project managers will report to the BTO progress i.to the progress on their projects. This report will be tabled to the Management committee and the Finance portfolio committee to ensure accountability is enforced.
9	Insurance Claims	1307	50 000,00		Not started yet	No ICT insurance claims up to date	No expected challenges anticipated	Monthly all project managers will report to the BTO progress i.to the progress on their projects. This report will be tabled to the Management committee and the Finance portfolio committee to ensure accountability is enforced.
10	High Spec PC Communication	1307	30 000,00		Inprocess	Formal Tender - Closing date (4 October 2019)	No expected challenges anticipated	Monthly all project managers will report to the BTO progress i.to the progress on their projects. This report will be tabled to the Management committee and the Finance portfolio committee to ensure accountability is enforced.
11	Printer HP black/white	1307	11 000,00		Inprocess	Purchased & Delivered	No expected challenges anticipated	Monthly all project managers will report to the BTO progress i.to the progress on their projects. This report will be tabled to the Management committee and the Finance portfolio committee to ensure accountability is enforced.
12	Printer HP 4 in One	1307	29 000,00	24 700,00	Inprocess	Purchased & Delivered	No expected challenges anticipated	Monthly all project managers will report to the BTO progress i.to the progress on their projects. This report will be tabled to the Management committee and the Finance portfolio committee to ensure accountability is enforced.
13	Printer HP Colour	1307	9 000,00	8 090,00	Inprocess	Purchased & Delivered	No expected challenges anticipated	Monthly all project managers will report to the BTO progress i.to the progress on their projects. This report will be tabled to the Management committee and the Finance portfolio committee to ensure accountability is enforced.
14	Office Automation	1307	418 468,00		Not started yet	Not started yet	No expected challenges anticipated	Monthly all project managers will report to the BTO progress i.to the progress on their projects. This report will be tabled to the Management committee and the Finance portfolio committee to ensure accountability is enforced.
15	Upgrade Server Room for hosting purposes	1307	110 000,00		Not started yet	Not started yet	No expected challenges anticipated	Monthly all project managers will report to the BTO progress i.to the progress on their projects. This report will be tabled to the Management committee and the Finance portfolio committee to ensure accountability is enforced.

Nr	Project description	Cost centre	Adjusted budget R'	YTD Expenditure R'	Status of the project	At what stage is each project currently	Any challenges identified that is resulting in delays?	What measures are in place to remedy the existing challenges.
16	ICT Furniture	1307	50 000,00		Not started yet	Not started yet	No expected challenges anticipated	Monthly all project managers will report to the BTO progress i.t.o the progress on their projects. This report will be tabled to the Management committee and the Finance portfolio committee to ensure accountability is enforced.
17	Plett Office Building	1806	2 300 000,00		In process	In process	No expected challenges anticipated	Monthly all project managers will report to the BTO progress i.t.o the progress on their projects. This report will be tabled to the Management committee and the Finance portfolio committee to ensure accountability is enforced.
18	Hazmat Rescue & Fire Equipment Equipment	2305	400 000,00		In process	Item has been amended resulting in new specifications being compiled	No expected challenges anticipated	Monthly all project managers will report to the BTO progress i.t.o the progress on their projects. This report will be tabled to the Management committee and the Finance portfolio committee to ensure accountability is enforced.
19	New Fire Station/ Training Academy (CRR Funding)	2305	2 000 000,00		Not started yet	Not started yet	No expected challenges anticipated	Monthly all project managers will report to the BTO progress i.t.o the progress on their projects. This report will be tabled to the Management committee and the Finance portfolio committee to ensure accountability is enforced.
20	Home Composting Containers (Pilot Project) 100 x R 800.00	4403	80 000,00		In process	An Informal Tender has been sent to potential suppliers after which a BEC meeting will commence once the tenders received have been reviewed	No expected challenges anticipated	Monthly all project managers will report to the BTO progress i.t.o the progress on their projects. This report will be tabled to the Management committee and the Finance portfolio committee to ensure accountability is enforced.
21	Vermi-Composting Holders and Red Wiggler Worms (Pilot Project)	4403	40 000,00		In process	An Informal Tender has been sent to potential suppliers after which a BEC meeting will commence once the tenders received have been reviewed	No expected challenges anticipated	Monthly all project managers will report to the BTO progress i.t.o the progress on their projects. This report will be tabled to the Management committee and the Finance portfolio committee to ensure accountability is enforced.
22	Recycling Mascot	4403	30 000,00		In process	The Specifications of the mascot is in process. In discussion with a potential supplier regarding specifications. The procurement process will commence once concluded.	No expected challenges anticipated	Monthly all project managers will report to the BTO progress i.t.o the progress on their projects. This report will be tabled to the Management committee and the Finance portfolio committee to ensure accountability is enforced.
23	Fireproof Safe (800x525x500)	1307	14 500,00	11 237,00	Inprocess	Purchased & Delivered	No expected challenges anticipated	Monthly all project managers will report to the BTO progress i.t.o the progress on their projects. This report will be tabled to the Management committee and the Finance portfolio committee to ensure accountability is enforced.
24	Morpho Sigma Lite Biometric Devices	1307	105 000,00		Inprocess	Formal Tender - Closing date (4 October 2019)	No expected challenges anticipated	Monthly all project managers will report to the BTO progress i.t.o the progress on their projects. This report will be tabled to the Management committee and the Finance portfolio committee to ensure accountability is enforced.
25	UniFi Cloud Key Gen2 Plus	1307	5 000,00		Inprocess	Formal Tender - Closing date (4 October 2019)	No expected challenges anticipated	Monthly all project managers will report to the BTO progress i.t.o the progress on their projects. This report will be tabled to the Management committee and the Finance portfolio committee to ensure accountability is enforced.
26	UniFi Security Gateway	1307	6 000,00		Inprocess	Formal Tender - Closing date (4 October 2019)	No expected challenges anticipated	Monthly all project managers will report to the BTO progress i.t.o the progress on their projects. This report will be tabled to the Management committee and the Finance portfolio committee to ensure accountability is enforced.
27	Desktops	1307	120 000,00	111 641,74	Inprocess	Purchased & Delivered	No expected challenges anticipated	Monthly all project managers will report to the BTO progress i.t.o the progress on their projects. This report will be tabled to the Management committee and the Finance portfolio committee to ensure accountability is enforced.
28	MS Office	1307	200 000,00		Inprocess	Formal Tender - Closing date (4 October 2019)	No expected challenges anticipated	Monthly all project managers will report to the BTO progress i.t.o the progress on their projects. This report will be tabled to the Management committee and the Finance portfolio committee to ensure accountability is enforced.
29	8 Port Switches	1307	15 000,00		Inprocess	Formal Tender - Closing date (4 October 2019)	No expected challenges anticipated	Monthly all project managers will report to the BTO progress i.t.o the progress on their projects. This report will be tabled to the Management committee and the Finance portfolio committee to ensure accountability is enforced.
30	Ubiquiti UNIFI AC Pro Access Points	1307	19 200,00		Inprocess	Formal Tender - Closing date (4 October 2019)	No expected challenges anticipated	Monthly all project managers will report to the BTO progress i.t.o the progress on their projects. This report will be tabled to the Management committee and the Finance portfolio committee to ensure accountability is enforced.
31	16 Port Switches	1307	32 500,00		Inprocess	Formal Tender - Closing date (4 October 2019)	No expected challenges anticipated	Monthly all project managers will report to the BTO progress i.t.o the progress on their projects. This report will be tabled to the Management committee and the Finance portfolio committee to ensure accountability is enforced.
32	Voice Recorder	1307	4 000,00	2 652,17	Inprocess	Formal Tender - Closing date (4 October 2019)	No expected challenges anticipated	Monthly all project managers will report to the BTO progress i.t.o the progress on their projects. This report will be tabled to the Management committee and the Finance portfolio committee to ensure accountability is enforced.
33	HD Infrared IP Dome Camera (5pack)	1307	11 000,00		Inprocess	Purchased & Delivered	No expected challenges anticipated	Monthly all project managers will report to the BTO progress i.t.o the progress on their projects. This report will be tabled to the Management committee and the Finance portfolio committee to ensure accountability is enforced.
34	Replacing ICT Capital Equipment beyond economical repairs	1307	40 000,00		Inprocess	Formal Tender - Closing date (4 October 2019)	No expected challenges anticipated	Monthly all project managers will report to the BTO progress i.t.o the progress on their projects. This report will be tabled to the Management committee and the Finance portfolio committee to ensure accountability is enforced.
35	6000Litre Water Tanker	1601	2 097 288,40		Inprocess	80% of total value were paid in previous financial year, the total will be paid on delivery of trucks	No expected challenges anticipated	Monthly all project managers will report to the BTO progress i.t.o the progress on their projects. This report will be tabled to the Management committee and the Finance portfolio committee to ensure accountability is enforced.
36	Water tankers	1601	1 685 027,00		Inprocess	80% of total value were paid in previous financial year, the total will be paid on delivery of trucks	No expected challenges anticipated	Monthly all project managers will report to the BTO progress i.t.o the progress on their projects. This report will be tabled to the Management committee and the Finance portfolio committee to ensure accountability is enforced.
			10 704 983,40	305 300,04				




Commitments against capital for the month September 2019				
		<b>Total Commitments</b>		
071307104110		Projector/s		9 842,85
071307104115		Replacing ICT Capital Equipment beyond economical repairs		11 300,00
071307104118		Printer HP black/white		11 799,00
071307104121		Office Automation		29 256,30
071308040008		Desk		4 524,65
071308040009		File Labelling Machines		5 600,00
071308040010		Chairs		5 930,00
071308040011		Water Dispenser		2 940,00
072204300001		Upgrading of Council Buildings		16 905,00
		<b>Total tenders awarded and orders issued</b>		<b>98 097,80</b>

**SECTION 12 – OPERATIONAL PROJECTS PERFORMANCE**

Please note: Unfortunately, insufficient information from the financial system are available to allow for accurate reporting.



## SECTION 13 – SECTION 11 WITHDRAWALS

 <b>PROVINCIAL TREASURY</b> <b>Withdrawals from Municipal Bank Accounts</b> <b>In accordance with Section 11, Sub-section 1 (b) to (j)</b> 		
<b>NAME OF MUNICIPALITY:</b>		GARDEN ROUTE DISTRICT MUNICIPALITY
<b>MUNICIPAL DEMARCATION CODE:</b>		DC4
<b>QUARTER ENDED:</b>		30 SEPTEMBER 2019
<b>MFMA section 11.</b> (1) Only the <i>accounting officer</i> or the <i>chief financial officer</i> of a <i>municipality</i> , or any other senior financial <i>official</i> of the <i>municipality</i> acting on the written authority of the <i>accounting officer</i> may withdraw money or authorise the withdrawal of money from any of the <i>municipality's</i> bank accounts, and may do so only -  b) to defray expenditure authorised in terms of section 6(4); c) to defray unforeseeable and unavoidable expenditure authorised in terms of section 29(1); d) in the case of a bank account opened in terms of section 12, to make payments from the account in accordance with subsection (4) of that section; e) to pay over to a person or organ of state money received by the <i>municipality</i> on behalf of that person or organ of state, including - i) money collected by the <i>municipality</i> on behalf of that person or organ of state by agreement; or ii) any insurance or other payments received by the <i>municipality</i> for that person or organ of state; f) to refund money incorrectly paid into a bank account; g) to refund guarantees, sureties and <i>security</i> deposits;	<b>Amount</b>	<b>Reason for withdrawal</b>
	none	
	none	
	none	
	none	
	none	
	none	
	none	
	none	
	h) for cash management and <i>investment</i> purposes in accordance with section 13; i) to defray increased expenditure in terms of section 11; or j) for such other purposes as may be <i>prescribed</i> .	R 201 000 000,00
4) The <i>accounting officer</i> must within 30 days after the end of each <i>quarter</i> - a) table in the <i>municipal council</i> a consolidated report of all withdrawals made in terms of subsection (1)(b) to (j) during that <i>quarter</i> ; and b) submit a copy of the report to the relevant <i>provincial treasury</i> and the <i>Auditor-General</i> .	R 86 996 775,88	Quarter 1 expenditure
<b>Name and Surname:</b> M Stratu		
<b>Rank/Position:</b> Municipal Manager		
<b>Signature:</b> 		
<b>Tel number</b>	<b>Fax number</b>	<b>Email Address</b>
044 803 1340		geraldine@edendm.co.za

The completed form must reach Mr Edwin Nkuna at the Provincial Treasury, Private Bag x 9165, 7 Wale Street, Cape Town, 8000, Tel: 021 483 8662, Fax 021 483 8623, Email: [enkuna@pgwc.gov.za](mailto:enkuna@pgwc.gov.za) on or before the 15th of the month following the end of each quarter.

## SECTION 14 – MUNICIPAL MANAGER'S QUALITY CERTIFICATE



54 York Street,  
George  
Western Cape  
6529

PO Box 12,  
George,  
Western Cape  
6530

Tel: 044 803 1300  
Fax: 086 555 6303  
E-mail: [info@gardenroute.gov.za](mailto:info@gardenroute.gov.za)  
[www.gardenroute.gov.za](http://www.gardenroute.gov.za)

## OFFICE OF THE MUNICIPAL MANAGER

Enquiries: Jan-Willem De Jager  
Reference: 6/1/1 – 19/20  
Date: 11 October 2019

Provincial Treasury  
Local Government Budget Analysis  
Private Bag X9165  
CAPE TOWN  
8000

National Treasury  
Local Government Budget Analysis  
Private Bag X115  
PRETORIA

Sir / Madam

**QUALITY CERTIFICATE**

I, MG STRATU, the accounting officer of **GARDEN ROUTE DISTRICT MUNICIPALITY (DC4)**, hereby certify that the–

- ☐ The monthly budget statement
- ☐ **Quarterly report on the implementation of the budget and financial state of affairs of the municipality**
- ☐ Mid- year budget and performance assessment

for the quarter ended **30 September 2019**, has been prepared in accordance with the Municipal Finance Management Act (Act 56 of 2003) and regulations made under the Act.

Disclaimer: Please note that the Section 71 Reporting is subject to changes due to the fact that the Municipality are experiencing challenges with the reporting of M03 September 2019 due to the lack of completeness and credibility of information on the financial system (Phoenix). The municipality populated the C-Schedule manually, and aligned the September 2019 figures to the actual year-to-date figures as reflected on the ledger in order to align with the data strings.

Print Name MONDE STRATY

Accounting Officer of **GARDEN ROUTE DISTRICT MUNICIPALITY (DC4).**

Signature 

Date 11 OCTOBER 2019



**PERFORMANCE MANAGEMENT:**

**QUARTER 1**

**July 2019 – September 2019**

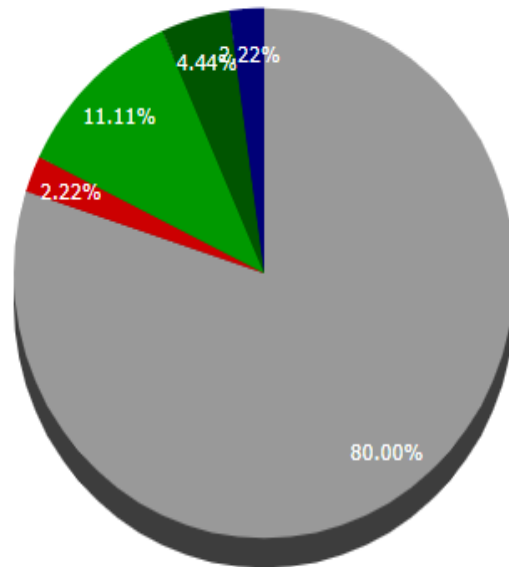
CONTENTS	PAGE
<p>Key Performance Indicators as per Directorate</p> <ol style="list-style-type: none"> <li>1. Office of the Municipal Manager</li> <li>2. Finance Department</li> <li>3. Corporate Services</li> <li>4. Planning and Economic Development</li> <li>5. Roads and Transport Services</li> <li>6. Community Services</li> </ol>	<p>Pg. 3 - 9</p>

## Top Layer KPI Report

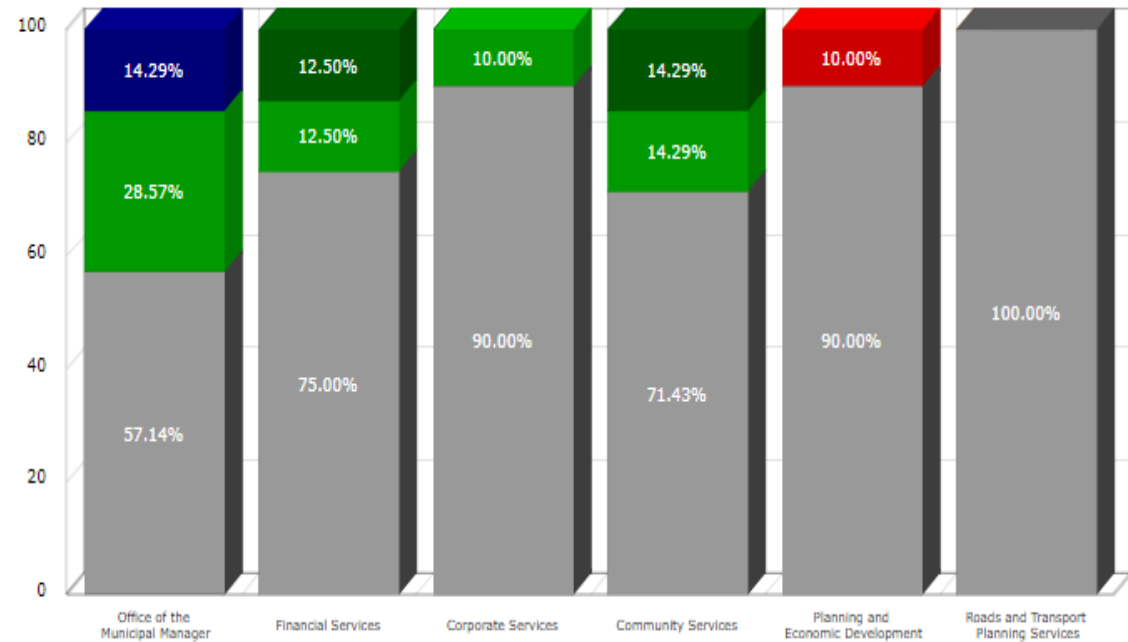
Report drawn on 17 October 2019 at 08:37







for the months of Quarter ending September 2019 to Quarter ending September 2019.

Garden Route District Municipality



Section



	<b>Garden Route District Municipality</b>	<b>Section</b>					
		<b>Office of the Municipal Manager</b>	<b>Financial Services</b>	<b>Corporate Services</b>	<b>Community Services</b>	<b>Planning and Economic Development</b>	<b>Roads and Transport Planning Services</b>
 <b>Not Yet Applicable</b>	<b>36 (80.00%)</b>	4 (57.14%)	6 (75.00%)	9 (90.00%)	5 (71.43%)	9 (90.00%)	3 (100.00%)
 <b>Not Met</b>	<b>1 (2.22%)</b>	-	-	-	-	1 (10.00%)	-
 <b>Almost Met</b>	-	-	-	-	-	-	-
 <b>Met</b>	<b>5 (11.11%)</b>	2 (28.57%)	1 (12.50%)	1 (10.00%)	1 (14.29%)	-	-
 <b>Well Met</b>	<b>2 (4.44%)</b>	-	1 (12.50%)	-	1 (14.29%)	-	-
 <b>Extremely Well Met</b>	<b>1 (2.22%)</b>	1 (14.29%)	-	-	-	-	-
<b>Total:</b>	<b>45</b>	<b>7</b>	<b>8</b>	<b>10</b>	<b>7</b>	<b>10</b>	<b>3</b>
	<b>100%</b>	<b>15.56%</b>	<b>17.78%</b>	<b>22.22%</b>	<b>15.56%</b>	<b>22.22%</b>	<b>6.67%</b>



## Office of the Municipal Manager

Ref	Responsible Directorate	KPI	Unit of Measurement	Strategic Objective	Source of Evidence	YTD Actual	Quarter ending September 2019			Overall Performance for Quarter ending September 2019 to Quarter ending September 2019	
							Target	Actual	Corrective Measures	Target	Actual
TL1	Office of the Municipal Manager	Submit an OPCAR progress report to the MANCOM on a quarterly basis	Number of progress reports submitted quarterly	Good Governance	Minutes of meeting	1	1	1		1	1
TL2	Office of the Municipal Manager	Develop Standard Operating Procedures for the Municipality and submit to MANCOM for approval(Inclusive Report)	Number of SOP's developed and submitted to MANCOM	Good Governance	Minutes of meeting	5	3	5		3	5
TL3	Office of the Municipal Manager	Submit the Top layer SDBIP for 2020/21 for approval by the Mayor within 14 days after the budget has been approved	Top Layer SDBIP for 2020/21 submitted to the Mayor within 14 days after the budget has been approved	Good Governance	Proof of submission	0	0	0		0	0
TL4	Office of the Municipal Manager	Draft the annual performance report for 2018/19 and submit to the Auditor General by 31 August 2019	Annual performance report for 2018/19 drafted and submitted to the Auditor General by 31 August 2019	Good Governance	Proof of submission	1	1	1		1	1
TL5	Office of the Municipal Manager	Develop an Individual Performance Management System for the first five levels of reporting within the Organisation by June 2020	Individual Performance Management System developed by June 2020	Good Governance	Signed off Individual Performance Management System	0	0	0		0	0
TL6	Office of the Municipal Manager	Review the risk management policy submit to Council by 31 May 2020	Reviewed risk management policy submitted to Council by 31 May 2020	Good Governance	Proof of submission	0	0	0		0	0
TL7	Office of the Municipal Manager	Compile the Risk based audit plan (RBAP) for 2020/21 and submit to the Audit Committee for consideration by 30 June 2020	RBAP for 2020/21 compiled and submitted to the Audit Committee by 30 June 2020	Good Governance	Proof of submission	0	0	0		0	0



## Financial Services

Ref	Responsible Directorate	KPI	Unit of Measurement	Strategic Objective	Source of Evidence	YTD Actual	Quarter ending September 2019			Overall Performance for Quarter ending September 2019 to Quarter ending September 2019	
							Target	Actual	Corrective Measures	Target	Actual
TL38	Financial Services	Financial viability measured in terms of the available cash to cover fixed operating expenditure by 30 June 2020 ((Cash and Cash Equivalents - Unspent Conditional Grants - Overdraft) + Short Term Investment) / Monthly Fixed Operational Expenditure excludi	Number of months that available cash is sufficient to cover the monthly operating expenditure	Financial Viability	Financial Systems Report	0	0	0		0	0
TL39	Financial Services	Submit a Strategic Plan to Council to address the financial sustainability of Garden Route District Municipality by December 2019	Strategic Plan submitted to Council by December 2019	Financial Viability	Proof of submission	0	0	0		0	0
TL40	Financial Services	Achieve a current ratio of 1 (Current assets : Current liabilities)	Number of times the municipality can pay back its short term-liabilities with its short-term assets	Financial Viability	Financial Systems Report	0	0	0		0	0
TL41	Financial Services	Develop Standard Operating Procedures for the Finance department on the ten most critical processes and submit to MANCOM for approval by December 2019	Number of SOP's developed and submitted to MANCOM by December 2019	Good Governance	Minutes of meeting	7	5	7		5	7
TL42	Financial Services	Develop a Strategic Plan to address the minimization of the use of Consultants within the Department and submit to MANCOM by December 2019	Strategic Plan submitted to MACNOM by December 2019	Good Governance	Minutes of meeting	0	0	0		0	0
TL43	Financial Services	The percentage of the municipal capital budget spent on capital projects by 30 June 2020 (Actual amount spent on capital projects /Total amount budgeted for capital projects)(Report submitted by CFO)	% of capital budget spent by 30 June 2020	Financial Viability	Financial Systems Report	0.00%	0.00%	0.00%		0.00%	0.00%
TL44	Financial Services	Financial viability measured in terms of the municipality's ability to meet it's service debt obligations by 30 June 2017 ((Short Term Borrowing + Bank Overdraft + Short Term Lease + Long Term Borrowing + Long Term Lease) / Total Operating Reven	% of debt coverage	Financial Viability	Financial Systems Report	0.00%	0.00%	0.00%		0.00%	0.00%
TL45	Financial Services	Compilation of the Annual Financial Statements(AFS) for the 2018/2019 financial year and submit to the Auditor General(AG) by 31 August 2019	Compilation and submission of the AFS to the AG by 31 August 2019	Financial Viability	Proof of submission	1	1	1		1	1

## Corporate Services

Ref	Responsible Directorate	KPI	Unit of Measurement	Strategic Objective	Source of Evidence	YTD Actual	Quarter ending September 2019			Overall Performance for Quarter ending September 2019 to Quarter ending September 2019	
							Target	Actual	Corrective Measures	Target	Actual
TL8	Corporate Services	Report to MANCOM on the revision of the Human Resource Policies of the Organisation	Number of reports submitted to MANCOM	Good Governance	Minutes of meeting	1	1	1		1	1
TL9	Corporate Services	Compile and submit an implementation plan to MANCOM addressing the Improved Corporate Image of the Organisation by March 2020	Number of implementation plans compiled and submitted to MANCOM by March 2020	Good Governance	Minutes of meeting	0	0	0		0	0
TL10	Corporate Services	Number of people from employment equity target groups that will be appointed in the three highest levels of management during the 2019/20 financial year in compliance with the municipality's approved employment equity plan	Number of people that will be appointed in the three highest levels of management in compliance with a municipality's approved employment equity plan	A Skilled Workforce and Communities	Letter of appointment	0	0	0		0	0
TL11	Corporate Services	Spent 0.5% of personnel budget on training by 30 June 2020 (Actual total training expenditure divided by total personnel budget)	% of the personnel budget spent on training by June 2020	A Skilled Workforce and Communities	Financial Systems Report	0.00%	0.00%	0.00%		0.00%	0.00%
TL12	Corporate Services	Limit vacancy rate to 10% of budgeted post by 30 June 2020 (Number of funded posts vacant divided by number of budgeted funded posts)	% vacancy rate	A Skilled Workforce and Communities	Employee Register	0.00%	0.00%	0.00%		0.00%	0.00%
TL13	Corporate Services	Develop an Work Study Strategy and submit to MANCOM for approval by March 2020	Work Study Strategy developed and submitted to MANCOM by March 2020	A Skilled Workforce and Communities	Minutes of meeting	0	0	0		0	0
TL14	Corporate Services	Review the organisational structure and submit to Council by 30 June 2020	Organisational structure reviewed and submitted to Council by 30 June 2020	A Skilled Workforce and Communities	Proof of submission	0	0	0		0	0
TL15	Corporate Services	Compile a Fleet Management Policy for the Organisation and submit to Council for approval by March 2020	Fleet Management Policy developed and submitted to Council by March 2020	A Skilled Workforce and Communities	Proof of submission	0	0	0		0	0
TL16	Corporate Services	Develop an Implementation Plan for the Skills Mecca concept and submit to MANCOM by January 2020	Implementation Plan developed and submitted to MANCOM by January 2020	A Skilled Workforce and Communities	Minutes of meeting	0	0	0		0	0
TL17	Corporate Services	Award 2 external bursaries to qualifying candidates by 31 March 2020	Number of external bursaries awarded by March 2020	A Skilled Workforce and Communities	Awarded bursaries	0	0	0		0	0

**Planning and Economic Development**

Ref	Responsible Directorate	KPI	Unit of Measurement	Strategic Objective	Source of Evidence	YTD Actual	Quarter ending September 2019			Overall Performance for Quarter ending September 2019 to Quarter ending September 2019	
							Target	Actual	Corrective Measures	Target	Actual
TL18	Planning and Economic Development	Development of a Growth and Development Strategy and submit to Council by June 2020	Growth and Development Strategy developed and submitted to Council by June 2020	Growing an Inclusive District Economy	Proof of submission	0	0	0		0	0
TL19	Planning and Economic Development	Development of a Garden Route Tourism Strategy and submit to Council by June 2020	Tourism Strategy develop and submitted to Council by June 2020	Growing an Inclusive District Economy	Proof of submission	0	0	0		0	0
TL20	Planning and Economic Development	Develop a Strategy on SME's development and submit to Council by March 2020	SME's development strategy developed and submitted to Council by March 2020	Growing an Inclusive District Economy	Proof of submission	0	0	0		0	0
TL21	Planning and Economic Development	Compile a Township Economic Development Strategy and submit to MANCOM by March 2020	Implementation Plan on Township Economic Development compiled and submitted to MANCOM by March 2020	Growing an Inclusive District Economy	Minutes of meeting	0	0	0		0	0
TL22	Planning and Economic Development	Develop an Implementation Plan addressing the Investment Conference, Smart City Summit and Green Energy Summit resolutions and submit to MANCOM by January 2020	Implementation Plan developed and submitted to MANCOM by January 2020	Growing an Inclusive District Economy	Minutes of meeting	0	0	0		0	0
TL23	Planning and Economic Development	Appointment of an Independent Valuer to evaluate the District Properties by June 2020	Valuer appointed by June 2020	Financial Viability	SLA with service provider	0	0	0		0	0
TL24	Planning and Economic Development	Create job opportunities through the Expanded Public Works Programme (EPWP) by 30 June 2020	Number of Job opportunities created through the Expanded Public Works Programme (EPWP) by 30 June 2020	Growing an Inclusive District Economy	Signed contracts	0	0	0		0	0
TL25	Planning and Economic Development	Create job opportunities through the Expanded Public Works Programme (EPWP) by 30 June 2020	Number of Job opportunities created through the (EPWP) (Extensions of contracts) by 30 June 2020	Growing an Inclusive District Economy	Signed contracts	0	20	0		20	0
TL26	Planning and Economic Development	Compile a Development Strategy on Organisational Implementation of EPWP and submit to Council by March 2020	Development Strategy compiled and submitted to Council by March 2020	Growing an Inclusive District Economy	Proof of submission	0	0	0		0	0
TL27	Planning and Economic Development	Compile and submit the final annual report and oversight report for 2018/19 to Council by 31 December 2019	Final annual report and oversight report for 2018/19 submitted to Council by 31 December 2019	Growing an Inclusive District Economy	Proof of submission	0	0	0		0	0

## Planning and Economic Development

### Notes:

TL 25 – Must be removed from the SDBIP during the adjustment period

### Roads and Transport Services

Ref	KPI	Unit of Measurement	Strategic Objective	Source of Evidence	YTD Actual	Quarter ending September 2019			Overall Performance for Quarter ending September 2019 to Quarter ending September 2019	
						Target	Actual	Corrective Measures	Target	Actual
TL35	Develop an Implementation Strategy to obtain EPWP funding for Calitzdorp and submit to the Municipal Manager by December 2019	Implementation Strategy submitted to the Municipal Manager by December 2019	A Skilled Workforce and Communities	Proof of submission	0	0	0		0	0
TL36	Spent 95% of the roads maintenance budget allocation by 30 June 2020 (Actual expenditure divided by approved allocation received)	% of the roads maintenance spent by 30 June 2020	Financial Viability	Financial Systems Report	0.00%	0.00%	0.00%		0.00%	0.00%
TL37	Compile a Development Strategy on the upgrading of the Radio Communication System and submit to the Municipal Manager by December 2019	Development Strategy compiled and submitted to the Municipal Manager by December 2019	Bulk Infrastructure Co-ordination	Proof of submission	0	0	0		0	0

### Explanation:

No targets applicable for the first quarter of the 2019/2020 financial year

## Community Services

Ref	KPI	Unit of Measurement	Strategic Objective	Source of Evidence	YTD Actual	Quarter ending September 2019			Overall Performance for Quarter ending September 2019 to Quarter ending September 2019	
						Target	Actual	Corrective Measures	Target	Actual
TL28	Job creation through the construction and operation of the Regional Landfill facility	Number of Jobs created by 30 June 2020	A Skilled Workforce and Communities	Signed contracts	0	0	0		0	0
TL29	Compile a development plan to establish a fire training division and submit to Council by March 2020	Development plan submitted to Council by March 2020	Sustainable Environmental Management and Public Safety	Proof of submission	0	0	0		0	0
TL30	Compile a strategy to address the management of emergency incidents due to inadequate equipment and submit to MANCOM by March 2020	Strategy submitted to MANCOM by March 2020	Sustainable Environmental Management and Public Safety	Minutes of meeting	1	0	1		0	1
TL31	Development of climate change adaptation interventions in terms of Municipal Health and Environmental Services Strategy and submit to Council by March 2020	Municipal Health and Environmental Services Strategy submitted to Council by March 2020	Sustainable Environmental Management and Public Safety	Proof of submission	0	0	0		0	0
TL32	Conduct Public Health Awareness through 8 sessions with the community by 30 June 2020	Number of session conducted by 30 June 2020	Healthy and Socially Stable Communities	Attendance register	2	2	2		2	2
TL33	Signing an MOU with Stellenbosch University to improve qualifications by December 2019	MOU signed by December 2019	Good Governance	Signed MOU	0	0	0		0	0
TL34	Develop a Strategic Plan for the establishment of a Regional Waste Management Facility and submit to Council by March 2020	Strategic Plan submitted to Council by March 2020	Healthy and Socially Stable Communities	Proof of submission	0	0	0		0	0

[BACK TO AGENDA](#)

**MUNICIPAL REGULATIONS ON FINANCIAL MISCONDUCT PROCEDURES AND CRIMINAL PROCEEDINGS: APPOINTMENT OF MEMBERS OF THE DISCIPLINARY BOARD /  
MUNISIPALE REGULASIES OP FINANSIËLE WANGEDRAG PROSEDURE EN KRIMINELE  
HANDELINGS: AANSTELLING VAN LEDE VAN DIE DISIPLINERE KOMITEE/ ULAWULO  
LOMASIPALA KWINKQUBO EZIGWENGXA ZOKUSETYENSIWA KWEMALI KUNYE  
NENKQUBO ZOLWAPHULOMTHETHO: UKUCHONGWA KWAMALUNGU EBHODI  
YEZOLULEKO**

(9/8/2)

9 October 2019

**REPORT FROM THE MUNICIPAL MANAGER (M STRATU) / MANAGER: LEGAL SERVICES (N DAVIDS)**

**PURPOSE OF THE REPORT**

To seek approval from Council for the appointment of the members of the disciplinary board.

**BACKGROUND**

Regulation 4 of the Municipal Regulations on Financial Misconduct Procedures and Criminal Proceedings, 2014 (hereunder referred to as the Regulations), stipulates that Council must establish a disciplinary board to investigate allegations of financial misconduct in the municipality and to monitor the institution of disciplinary proceedings against an alleged transgressor. Furthermore, a disciplinary board is an independent advisory body that assists Council with the investigation of allegations of financial misconduct, and provide recommendations on further steps to be taken regarding disciplinary proceedings, or any other relevant steps to be taken.

Council previously resolved on 31 August 2015 per item DC 897/08/15:

*"That Council resolution DC 755/12/14 (Disciplinary Board) dated 04 December 2015, herewith be revoked and replaced with the following:*

- a) That Council take cognisance of the Municipal Regulations on Financial Misconduct procedures and criminal proceedings.*

b) *That Council establish a Disciplinary Board as prescribed by the regulations as follows:*

*Chief Internal Auditor*

*Advocate WG Olivier from the Audit and Performance Audit Committee (APAC)*

*Representatives from National and Provincial Treasury*

*Legal Advisor*

c) *That the Legal Advisor be identified as the designated official to receive reports of allegations of financial misconduct against Councillors.*

d) *That the Accounting Officer will receive reports of allegations of financial misconduct against officials."*

On 23 June 2016 Council resolved:

a) *That Council approve the appointment of Adv Block from the Audit and Performance Audit Committee to the Disciplinary Board as replacement for Adv Olivier who was appointed to the Disciplinary Board in August 2015, but then resigned from the Audit and Performance Audit Committee in October 2015.*

b) *That the appointment be effective from 01 July 2016."*

In terms of regulation 4(3) a disciplinary board must consist of a maximum five members appointed on a part-time basis by the council or board of directors for a period not exceeding three (3) years, in accordance with a process as determined by the municipal council or board of directors.

The appointment period of the disciplinary board that was established in 2015 has now come to an end as the members have completed their three (3) year appointment period. This has necessitated the need to appoint new members of the disciplinary board.

## **DISCUSSION**

The establishment of a disciplinary board is compulsory. The disciplinary board will investigate matters of financial misconduct but does not replace other disciplinary structures. The purpose of the disciplinary board is spelled out under the background above.

The members of the disciplinary board are appointed for a period not exceeding three (3) years. The appointment period for the first Garden Route District Municipality disciplinary board members who were appointed in 2015 has since come to an end. The municipality must therefore either appoint new members or re-appoint the previous members of the disciplinary board.

A report on the appointment of the disciplinary board members is now tabled to Council for consideration and approval.

### **FINANCIAL IMPLICATIONS**

The financial implication is limited to the cost of sundries and travel for external members of the board.

### **RELEVANT LEGISLATION**

Local Government: Municipal Finance Management Act, 2003 (Act 56 of 2003)

Local Government: Municipal Systems Act, 2000 (Act 32 of 2000)

Government Notice R430: Local Government: Municipal Finance Management Act (56/2003): Municipal Regulations on Financial Misconduct Procedures and Criminal Proceedings, 2014.

### **UITVOERENDE OPSOMMING**

*Regulasie 4 van die Munisipale Regulasies op Finansiële Wangedrag Prosedures en Kriminele Handelings, 2014 (hierna die Regulasies genoem), stipuleer dat die Raad 'n dissiplinêre raad moet aanstel om finansiële wangedrag in die munisipaliteit te ondersoek en die instelling van dissiplinêre werksaamede teen 'n beweerde oortreeder te monitor. 'n Dissiplinere raad is 'n onafhanklike adviserende liggaam wat die Raad help met die ondersoek van beweerde finansiële wangedrag, en aanbevelings maak op vedere stappe wat geneem moet word of enige relevante stappe wat geneem moet word.*

*Die Raad het op 31 Augustus 2015 per item DC 897/08/15 besluit dat die Raad kennis neem van die Munisipale Regulasies op Finansiële Wangedrag Prosedure en Kriminele Handelings; dat die Raad 'n Dissiplinêre Raad soos voorgeskryf in die regulasies daarstel wat bestaan uit die Hoof Interne Ouditeur; Adv Olivier van die APAC; verteenwoordigers van Provinsiale- en Nasionale Tesouriers;*



die regsadviseur en dat die regsadviseur die verslae van finansiële wangedrag moet ontvang; en dat die MB verslae kry rakende finansiële wangedrag van die personeel.

Die daarstelling van 'n dissiplinêre raad is vereistend. Die dissiplinêre raad sal aangeleenthede van finansiële wangedrag ondersoek, maar vervang nie die ander dissiplinêre strukture nie. Die doel van die dissiplinêre raad is uiteengesit in die agtergrond soos bo vermeld.

Die lede van die dissiplinêre raad word aangestel vir 'n periode wat nie drie (3) jaar sal oorskry nie. Die aanstellingstydperk vir die eerste Garden Route Distriksmunisipaliteit se dissiplinêre raad wat in 2015 aangestel is, het tot 'n einde gekom. Die Distriksmunisipaliteit moet nuwe lede aanstel of die huidige lede heraanstel.

Die verslag van die dissiplinêre raad se lede word aan die Raad voorgele vir bespreking en goedkeuring.

### **RECOMMENDATIONS**

1. That the members of the disciplinary board whose period of membership has lapsed be re-appointed as follows:
  - (a) The Chief Audit Executive;
  - (b) A member of the Audit- and performance Audit Committee who shall also be the chairperson;
  - (c) Representative from National or Provincial Treasury;
  - (d) Legal Advisor
  
2. That the following *secundi* be appointed for the abovementioned members:
  - (a) **Secundus** for the Chief Audit Executive, the Head of Internal Audit from another municipality.
  - (b) **Secundus** for the member of the Audit-and performance Audit Committee (APAC), another member of APAC.
  - (c) **Secundus** for the Legal Advisor, the Head of Legal Services from another municipality.

**AANBEVELINGS**

*Dit word aan die Raad aanbeveel dat:*

1. *Die lede van die Dissiplinêre Raad wie se tydperk verstryk het, her-aangestel word as volg:*
  - (a) Hoof Interne Oudit;*
  - (b) Lid van die APAC*
  - (c) Verteenwoordiger van Nasionaal- en Provinsiale Tesourie*
  - (d) Regsadviseur*
2. *Dat die volgende sekundi aangestel word vir bovermelde lede:*
  - (a) Hoof van Interne Oudit van 'n ander munisipaliteit;*
  - (b) 'n ander lid van APAC*
  - (c) Die Hoof van Regsdienste van 'n ander munisipaliteit.*

**IZINDULULO**

1. Sesokuba abantu abebengamalungu eKomiti Yezoluleko abaphelelwe lixesha aphinde onyulwe ngolu hlobo:
  - (a) Intloko Ephezulu Yezophicotho;
  - (b) Ilungu leKomiti Yezophicotho kunye Nophicotho Lomsebenzi nelizakubangusihlalo;
  - (c) Igosa elisuka kuNondyebo Kazwelonke okanye elePhondo;
  - (d) Umcebisi Wezomthetho
2. Sesokuba abameli bamalungu ebhodi yezoluleko bonyulwe ngoluhlobo:
  - (a) **Isekela** Lentloko Ephezulu Yezophicotho, Intloko Yezophicotho Lwangaphakathi komnye uMasipala
  - (b) **Isekela** lelungu leKomiti Yezophicotho kunye Nophicotho Lomsebenzi(PAC), elinye ilungu le APAC.
  - (c) **Isekela** Lomcebisi Wezomthetho, Intloko Yenkonzo Yezomthetho komnye uMasipala.

<b>BACK TO AGENDA</b>
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**REPORT ON THE SALGA INVITATION TO ATTEND A UNITED CITIES AND LOCAL  
GOVERNMENT (UCLG) WORLD SUMMIT OF LOCAL AND REGIONAL LEADERSHIP /  
VERSLAG OOR DIE SALGA UITNODIGING OM 'N VERENIGDE STADS- EN PLAASLIKE  
OWERHEID WERELDBERAAD VAN PLAASLIKE EN STREEKSLEIERSKAP BY TE WOON/  
INGXELO MALULUNGA NESIMEMO SE SALGA SOKUZIMASA INGQUNQUTHELA  
YEZIXEKO EZIMANYENEYO KUNYE NORHULUMENTE BASEKHAYA YEHLABATHI  
YASEKUHLALEBNI KUNYE NOLAWULO LWESITHILI**

(12/4/2/1)

8 October 2019

**REPORT FROM THE MUNICIPAL MANAGER (MG STRATU) / STRATEGIC MANAGER:  
OFFICE OF THE MUNICIPAL MANAGER (T LOLIWE)**

**PURPOSE OF THE REPORT**

To request council approval for the Executive Mayor and the Municipal Manager to attend the World Summit of Local and Regional Leaders.

**BACKGROUND / DISCUSSION**

An invitation, in the form of circular 14/2019 has been received from South African Local Government Association (SALGA), for a delegation to attend the above-mentioned Summit. The Summit will be hosted by SALGA and eThekweni Municipality from 11 to 15 November in eThekweni- Durban ICC. This is known to be one of the largest and most influential meetings of mayors, councillors, local and regional governments and associations worldwide.

This event brings together approximately 3000 local elected leaders and professionals representing towns, cities, metropolises and regions, civil society, citizens and experts from international business and academia with the aim of establishing links and developing the policies that transform society and local government.

The 2019 World Summit will not only serve as a meeting point for innovative dialogue on the global agendas from the Local and Regional Government (LRG) perspective, but for a renewed strategy for the municipal movement in its entirety.

The World Summit of Local and Regional Leaders will include interactive and innovative formats built on four tracks that will guide participants through their World Summit experience, together with dedicated sessions for United Cities and Local Governments (UCLG) membership. The four tracks include:

- **Assembly:** This track will have local and regional government representatives as the key drivers. It aims at allowing continental, sectoral and thematic priorities that contribute to the global policies of the World Organization of Local and Regional Governments.
- **Town Hall:** Civil Society partners will be in the driver's seat of this track. The Local and Regional Governments constituency recognizes the importance of collaboration with global partners, thus, this track will be the space for dialogue and interaction between different internationally organized communities, civil society, and the political leadership of the local and regional governments constituency to define our global policies, in an open format to debate and discuss policy papers on multiple themes. Different trails will be led by organised partners such as Global Platform for the Right to the City, Habitat International Coalition, World Enabled, the Huairou Commission, the General Assembly of Partners and Cities Alliance, and more.
- **Local4Action:** The Local4Action Track will be the space where everybody feels at home! It will provide the adequate format for all the spheres of the network, allowing partners to participate in a cooperative process to share, listen, and review. Five different formats of sessions have been developed to accommodate all the experiences and ideas within the framework of the following policy areas: "Right to the City and Inclusive Territories"; "Opportunities for All, Culture & City Diplomacy"; "Territorial Multilevel Governance and Sustainable Financing"; "Safer, Resilient and Sustainable Cities, Capable of Facing Crises".
- **Statutory - UCLG Decision Making:** This track is for UCLG Members only. It comprises the meetings of the governing bodies that shape the policies and work plan of the World Organization of United Cities and Local Governments. This includes leading the charge for the renewal of the UCLG Leadership.

Attached, as **Annexure A and B**, is the invitation from SALGA and the program, respectively.

### **FINANCIAL IMPLICATIONS**

+ - R 6500 registration fee per delegate, excluding accommodation and travelling

### **AGTERGROND**

*'n Uitnodiging in die vorm van omsendbrief 14/2019 is vanaf die Suid-Afrikaanse Vereniging vir Plaaslike Regering (SALGA) ontvang vir 'n afvaardiging om die bogenoemde beraad by te woon. Die beraad word van 11 tot 15 November 2019 aangebied deur SALGA en eThekweni Munisipaliteit in die ICC van eThekweni-Durban. Dit is wel bekend dat dit een van die grootste en invloedrykste vergadering van burgemeesters, raadslede, plaaslike en streeksregerings en verenigings wêreldwyd is.*

*Hierdie geleentheid vergader ongeveer 3 000 plaaslike verkose leiers en professionele persone wat dorpe, stede, metropole, die burgerlike samelewing, burgers en kundiges uit die internasionale sakewêreld en akademie verteenwoordig, met die doel om bande te vestig en beleide te ontwikkel wat die samelewing en plaaslike regering sal transformeer.*

*Die Wêreld Beraad van 2019 sal nie net dien as 'n ontmoetingspunt vir innoverende dialoog oor die globale agendas vanuit die perspektief van die Plaaslike en Streeksregering (LRG) nie, maar ook vir 'n hernieude strategie vir die munisipale beweging in sy geheel.*

*Die Wêreldberaad van Plaaslike en Streek-leiers sal insluit interaktiewe en innoverende formate gebou op vier (4) spoor-gebiede wat die verteenwoordigers sal lei deur hul Wereld Beraad ondervinding, tesame met sessies vir Verenigde Stede en Plaaslike Owerhede lidmaatskap. Die vier spore sluit in Byeenkoms, Tuinhuis, Local4Action en Wetgewende besluitmaking.*

*Aangeheg as Aanhangsels A en B is die uitnodiging van Salga en program respektiewelik.*

**RECOMMENDATION**

That approval be given to the Executive Mayor and the Municipal Manager to attend the World Summit of Local and Regional Leaders that will be held in Durban from 11 – 15 November 2019.

**AANBEVELING**

*Dat goedkeuring verleen word vir die Uitvoerende Burgemeester en Munisipale Bestuurder om die Wêreldberaad van Plaaslike en Streeksleiers in Durban vanaf 11 – 15 November 2019 by te woon.*

**ISINDULULO**

Sesokuba uSdolophu noMphathi Masipala banikwe imvume yokuzimasa Ingqungquthela Yehlabathi Yobunkokheli Basekuhaleni Nengingqi ezokubanjelwa eThekwini ngomhla ka 11 -15 kweyeNkanga 2019.

**ANNEXURE****ANNEXURES A & B**

Enquiries: M. A Manamela  
 Tel: 012 369 8000  
 E-mail: [UCLG2019Info@salga.org.za](mailto:UCLG2019Info@salga.org.za)



## CIRCULAR 14 /2019

**FROM :** CHIEF EXECUTIVE OFFICER

**TO :** MAYORS/EXECUTIVE MAYORS  
 SPEAKERS  
 MUNICIPAL MANAGERS

**DATE :** 30 SEPTEMBER 2019

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### NOTIFICATION OF THE CONVENING OF UCLG WORLD SUMMIT OF LOCAL AND REGIONAL LEADERS

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Launched in May 2004, the United Cities and Local Governments (UCLG) is the global advocate and representative of democratic local government. It has members in over 136 countries across the world, bringing together individual cities, regional and national local government associations in one united global organisation.

Jointly hosted by SALGA and eThekwin the 6<sup>th</sup> UCLG Congress and World Summit of Local and Regional Leaders will take place as follows:

**Date :** 11 – 15 November 2019

**Venue :** Inkosi Albert Luthuli International Convention Centre,  
 EThekwin Metropolitan Municipality,  
 DURBAN  
 (Accreditation will start on the 10<sup>th</sup> November 2019)

The World Summit of Local and Regional Leaders, convened by UCLG, is the largest gathering of Mayors, Presidents of Associations, Councillors, and Local and Regional practitioners from around the World. It also gathers the most influential Local and Regional Leaders, Councillors, Local Governments, partners, and actors implicated in the decision making of city and community life.

Building on the centenary-old international movement of municipalities, the World Summit experience will include interactive and innovative formats built on four tracks that will guide participants, together with dedicated sessions for UCLG membership.

The triennial UCLG Congress also builds on the legacy of the commitments of the local and regional governments' constituency around the world. A commitment to ensure a better future for all through action at local, national and international levels.

Tel: 012 369 8000 | Fax: 012 369 8001  
 PHYSICAL: Block B, Menlyn Corporate Park, 175 Corobay Ave, Waterkloof Glen Ext 11, Pretoria 0181  
 POSTAL: PO Box 2094, Pretoria 0001  
[www.salga.org.za](http://www.salga.org.za)

With South Africa hosting this year's Congress, Municipalities are invited to attend and participate in the UCLG World Congress and Summit of Local and Regional Leaders. Municipalities are also encouraged to ensure that municipal delegations are fairly representative. Registration for the World Summit of Local and Regional Leaders is open and is done online at [www.salga.org.za](http://www.salga.org.za). The overview of the World Congress and draft programme are likewise available on the webpage.



**NOTE: NO MANUAL FORMS WILL BE ACCEPTED**

The online registration system is set to automatically provide an invoice once delegates register. The banking details are found on the invoice together with contact details for your assistance. Accommodation suggestions and all other useful information will be found on the SALGA website under the UCLG World Summit of Local and Regional Leaders webpage as depicted above.

On behalf of the National Executive Committee and the collective leadership of SALGA, we look forward to welcoming delegates to the World Summit of Local and Regional Leaders.

Yours faithfully,

**XOLILE GEORGE**  
CHIEF EXECUTIVE OFFICER





**UCLG CONGRESS  
WORLD SUMMIT OF LOCAL  
AND REGIONAL LEADERS**

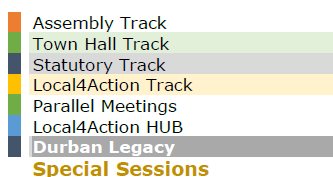


# Programme

#UCLGCongress

**detailed**  
programme





## Monday 11<sup>th</sup> November 2019

**12:30-13:00**

**Local4Action HUB Inaugural Celebration**

**13:30-15:00**

*Special Session:*

**The Future of Local Finances**

This Special Session will take stock of the progress made to strengthen and articulate a strategic narrative on local finances to be delivered at national and international levels, especially regarding the localization of financing in support of urbanization and the launch of a number of implementation tools (UCLG Community of Practice, International Coalition of Malaga, International Municipal Fund).

Mr. Mohamed Boudra, Mayor of Al Hoceima, President of the Association of Mayors of Morocco (AMPCC)  
Mr. Emil Dardak, Former Mayor of Trenggalek, Vice Governor of East Java  
Ms. Rodica Rossu, Mayor of Telita  
Ms. Judy Nkosi, Director, National Treasury of South Africa  
Mr. François Albert Amichia, Minister of Cities of Côte d'Ivoire  
Mr. Sameh Wahba, Global Director, Urban, Disaster Risk Management, Resilience and Land Global Practice, World Bank  
Ms. Hanitra Raharinjatovo-Rasamison, Director General, Local Development Fund, Madagascar  
Mr. Thierry Déau, CEO, Meridiam, International Municipal Investment Fund, Fund Manager

**14:30-15:00**

*PlateauTV*

**Mayors for the Future**

**15:00-16:00**

*Cities Panel*

**Working Across Boundaries in Lusaka, Cairo, Kumasi and Ouagadougou – Multilevel Governance and Informality**  
[UCLG Africa]

**15:00-16:30**

*Local Policies & Voices*

**Shaping Resilient Cities**

[UCLG Africa, African Local Government Academy (ALGA), UN-Habitat, African Union of Architects (AUA)]

Addressing the progress and challenges related to the localization of the SDG 11 and the New Urban Agenda, as well as the anchoring of resilient cities in Africa, Asia, and Latin America.

Ms. Najat Zarrouk, Director of the African Local Government Academy (ALGA), UCLG Africa  
Mr. Esteban Leon, Head of City Resilience Profiling Programme, UN-Habitat  
Mr. Rene Peter Hohmann, Head of Global Programs, Cities Alliance  
Ms. Mutarika Pruksapong, Global Coordinator of Making Cities Resilient Campaign, United Nations Office for Disaster Risk Reduction (UNDRR)  
*Moderator:* Mr. Vinesh Chintaram, Secretary General of the African Union of Architects (AUA)

*LAB*

**Delivery of Inclusive and Sustainable Cities. Theory and Practice Using Multi-Criteria and Geospatial Tools**

[ICOUL, Polytechnic University of Catalonia (UPC), Gauteng Planning Division in Premier's Office]

*Global Conversation*

**Localizing the Transformative Agenda: Scaling up and out Social and Solidarity Economy and Finance**

[Global Fund for Cities Development (FMDV), City of Seoul, City of Bamako; Global Social Economy Forum (GSEF); Association of Mayors of Morocco (AMPCC); African Network for Social and Solidarity Economy (RAESS)]



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LAB

**VLRs - Building Blocks for a  
Community of Practice**  
[UCLG World Secretariat]

The session will host a peer-to-peer exchange for cities and regions that have already reported through the Voluntary Local Reviews (VLRs) to help newcomers to get started and take stock of the lessons learnt so far.

Representative of the City of Buenos Aires  
Representative of the City of Barcelona/Cascais/Helsinki  
Representative of the City of Los Angeles  
Representative of the Association of County Governments of Kenya (ACGOK)  
Representative of the City of Seoul  
Moderator: Mr. Edgardo Bilsky, Director of Programs and Research, UCLG

SALGA Coordination Meeting (closed session; by invitation only)

UCLG Africa Finances Meeting (closed session; by invitation only)

**16:30-17:30**

*Cities Panel*

**Creating an Enabler Environment for  
HR at the Local Level**  
[African Local Government Academy (ALGA)]

**16:30-18:00**

*Local Policies & Voices*

**Strategic Planning for Spatial  
Transformation**

[eThekweni Municipality, Bilbao, Buenos Aires, Office of the Premier-Gauteng Planning Division]

LAB

**Young African Local Elected Officials  
Facing the Challenges of Territorial  
Governance**  
[UCLG Africa]

Mr. Jean-Pierre Elong Mbassi, Secretary General, UCLG Africa  
Mr. Christopher Kang'ombe, Mayor of Kitwe  
Ms. Ibicem Atitallah Regaieg, Deputy Mayor of Sfax  
Ms. Thérèse Faye Diouf, Mayor of Diarrère  
Mr. Douglas Ragan, Head of Youth and Livelihood of UN-Habitat

*Global Conversation*

**The Landscape of Urban Transition  
Financing**  
[Community of Practice on Localizing Finance]

**18:00-18:30**

*Inspiring*

**Raising Awareness on Youth**  
[IYD of the Congress of Local and Regional Authorities of the Council of Europe]

As part of the project "Awareness raising", the session aims to prompt young people to be proactive in their communities and inspiring local and regional leaders to foster education of young people in the field of democracy and active citizenship.

Sofia Moschin, Italian Youth Delegate of the Congress of Local and Regional Authorities of the Council of Europe

**Durban Legacy: Exploring Durban**



## Tuesday 12<sup>th</sup> November 2019

**The Fourth UCLG Learning Forum** will consist of a full day of learning interaction opportunities, providing an assessment of the state of learning within the network, an inspiration of the key elements of UCLG Learning Strategy 2019-2021, and concrete recommendations to boost the reach of UCLG policies through learning and specific recommendations on innovative learning methodologies and mechanisms.

09:00-09:20	Opening and welcome
09:20-09:55	Ground rules and participation expectations
10:00-11:00	Taking stock of the work done
11:00-11:40	Learning from Localizing the Sendai Framework
11:40-13:00	Evolution of the modules and methodologies
15:00-16:00	Key components to nurture the learning agenda
16:00-17:00	Dialogue between mechanisms: how can we ensure transferability?
17:00-18:00	The way ahead

### 9:00-10:30

*Local Policies & Voices*

#### Culture Driven Public Policies

[Culture 21 – UCLG Culture Committee, UCLG Africa]

Focusing on 3 important programmes that are closely connected to UCLG Culture Committee: the Pilot Cities programme, the African Capital of Culture initiative, and the training programme "Promoting Culture and Heritage Sensitive Local Governance".

Ms. Marta Llobet, UCLG Culture Committee  
Mr. Pedro Palacios, Mayor of Cuenca  
Mr. Khalida Tamer, Director General of African Capital of Culture  
Ms. Najat Zarrouk, Director of the African Local Government Academy (ALGA), UCLG Africa  
Ms. Corinna Del Bianco, Lecturer of Polytechnic University of Milan  
Representative of the City San Sebastián  
Representative of the City Lyon (TBC)  
Representative of the City of Izmir (TBC)  
Representative of the City Jeonju (TBC)  
Moderators: Mexico City / City of Buenos Aires / UCLG Culture Committee

*Local Policies & Voices*

#### Safe Public Spaces

[eThekweni Municipality, Africa Forum for Urban Safety]

*Fora*

#### Forum of Regions

### UCLG Section Caucuses

CEMR  
EURASIA  
NORAM  
MEWA

Cities Alliance Board Meeting – 9:00-13:00  
(members only)

### 9:00-12:00

*LAB*

#### Training on Sustainable Mobility

[Metropolis & UITP]

### 9:30-10:00

*Cities Panel*

#### UCLG Gender Strategy in Practice: How to Advance Gender Equality at the Local Level

[Federation of Canadian Municipalities (FCM), Association of Netherlands Municipalities (VNG), International Development Center for the Innovative Local Governance (CILG), Network of Local Elected Women of Africa (REFELA), UCLG Standing Committee on Gender Equality]

An opportunity for Local Governments' Associations and Local Governments to learn about recent research undertaken by the CIB on approaches to integrate gender equality into initiatives at the local and national level, as well as hear from local and regional governments on the implementation of gender equality policies.

Ms. Bev Esslinger, Councillor of Edmonton  
Ms. Ellen van Selm, Mayor of Opsterland  
Ms. Neila Akrimi, Executive Director, International Development Center for the Innovative Local Governance (CILG)  
Moderator: Mr. Bill Karsten, Councillor of Halifax Regional Municipality, President of the Federation of Canadian Municipalities (FCM)

### 10:00-10:30

*Cities Panel*

#### Local authorities as centres of excellence in gender mainstreaming and ending gender-based violence

[Lobatse Town Council]

Showing the key role played by the local authorities of Botswana in gender mainstreaming, as well as in the creation of synergies between the SDG 5 and other SDGs.

Ms. Gaokgakala Sobatha, Principal Urban Planner of Ministry of Local Government &



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Rural Development of Botswana, Lobatse Town Council

**10:30-11:00**

PlateauTV

**Mayors for the Future**

**10:30-12:00**

Global Conversation

**Is Urban Policy Working for You?**  
[UN-Habitat]

Mr. Rafael Forero, Urban Policy and Metropolitan Expert, UN-Habitat  
Mr. Rene Peter Hohmann, Head of Global Programs, Cities Alliance  
Mr. Ignacio de la Puerta Rueda, Director of Territorial Planning of Basque Country  
Mr. Edgardo Bilsky, Director of Programs and Research, UCLG

Global Conversation

**Unlocking Pathways Towards Resilient and Climate-Smart Cities**  
[The World Bank]

**UCLG Section Caucuses**

AFRICA  
ASPAC  
LATAM  
Metropolis

**11:00-12:00**

Cities Panel

**The Diversity in You**  
[City of Montevideo]

**12:00-12:30**

Inspiring

**Innovation, Governance, Cities**

Inspiring talk by Mr. Gaétan Slew, Global Creative Leadership Foundation

**12:30-13:30**

Cities Panel

**The Role of Agenda 2030 in Creating Citizenship: How Can Local Governments Use the SDGs to Connect With Their Citizens?**

[Italian Association of the Council of European Municipalities and Regions (AICCRE)]

Creating a renewed global narrative on the role of the SDGs to build local citizenship, but also on how cities can contribute to increase the sense of belonging for their citizens in an increasingly changing world.

Ms. Carla Rey, Secretary General of Italian Association of the Council of European Municipalities and Regions (AICCRE)  
Ms. Diana Lopez Caramazana, Head of Local Government and Decentralization Unit of UN-Habitat  
Mr. Johannes Krassnitzer, Coordinator of UNDP-ART (United Nations Development Programme)

**12:30-14:00**

Special Session:

**The Future of Equality: Beyond Beijing+25**

In March 2020, on the occasion of the sixty-fourth session of the Commission on the Status of Women (CSW64) to be held in New York, the UN will mark the 25th Anniversary of the adoption of the Beijing Declaration and Platform for Action (1995), embedding a particularly visionary agenda for the empowerment of women and girls, set around 12 critical areas of concern. This special session will recall the strong role of cities, local and regional government in the effective implementation of gender equality at all levels, addressing the need to have more women in political life and decision-making high level positions, at all levels.

Ms. Macoura Coulibaly Dao, President of the Network of Local Elected Women of Africa (REFELA) and Mayor of Fombolo

Mr. Emil Broberg, Chair of the Standing Committee on Equality of Women and Men in Local Life of the Council of European Municipalities and Regions (CEMR), and Councillor of the region of Östergötland

Ms. Monica Fein, Mayor of Rosario

Ms. Ana Falú, UCLG-UBUNTU, Professor and Researcher in Architecture at the National University of Cordoba and the Director of the INVIHAB

Ms. Cristina Bloj, UN Economic Commission for Latin-America and UN-Women Consultant

Ms. Alison Evison, President of Convention of Scottish Local Authorities, Councillor of Abberdeenshire Council

Ms. Emilia Saiz, Secretary General of UCLG

**14:00-15:30**

Special Session:

**The Future of Mobility**

The future of mobility will be centered around sustainability, accessibility, and inclusiveness. The main session will be focused around a manifesto on the Right to Move which focuses on the importance that mobility has across all instances of citizens' daily lives. The panel will be illustrating Mayors' visions and approaches on how mobility is key today in the development process, especially in urban development. It will also be, with UITP as co-organizer of the session, projecting the future of mobility and how it could play a central role in improving the livability and sustainability of cities





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with and from citizens, especially within the context of Public transportation.

Mr. Roland Ries, Mayor of Strasbourg, Co-President of UCLG  
Mr. Erion Veliaj, Mayor of Tirana  
Mr. Esteban Galuzzi, Undersecretary for Transportation and Traffic, City of Buenos Aires  
Mr. Pere Calvet, President of International Union of Public Transports  
Ms. Saskia Sassen, Professor of Sociology at Columbia University, Centennial visiting Professor at the London School of Economics  
Mr. Richard Sennet, Centennial Professor of Sociology at the London School of Economics  
Mr. Rafael Tuts, Director, Program Division at UN-Habitat (TBC)  
Mr. Jean Pierre Elong Mbassi, Secretary General of UCLG-Africa  
Representative of the City of Seoul  
Ms. Emilia Saiz, UCLG Secretary General

**14:00-14:30**

*PlateauTV*

**Mayors for the Future**

**15:00-16:00**

*Cities Panel*

**Implementation of the New Urban Agenda at the Scale of the African Continent; Promotion and Implementation of City-to-City Partnerships**

[MAJAL, UCLG Africa, UN-Habitat]

**15:00-16:30**

*Local Policies & Voices*

**Human Rights Approach to the City**  
[UCLG Committee on Social Inclusion, Participatory Democracy and Human Rights (CSIPDHR), Catalan Fund for Development Cooperation]

Exploring and showcasing the role that the human rights and the right to the city based approaches have for UCLG's local government constituency.

Mr. Patrick Braouezec, President of Plaine Commune  
Mr. Gyeonggyu Shin, Executive Director at Gwangju International Centre  
Mr. Isidre Pineda i Moncusí, Mayor of Caldes de Montbui  
Ms. Amanda Flety, Coordinator UCLG CSIPDHR  
Mr. Toni Royo, Human Rights Coordinator of the Catalan Fund for Development Cooperation

*Global Conversation*

**Partnerships for Urban Equality**

[UK Department for International Development - Knowledge in Action for Urban Equity (KNOW)]

Examining the role and kinds of partnerships which can support the aims of urban equality. The aim of the session is to delineate a set of key principles which can support the establishment of a 'community of practice' on urban equality, and to identify key windows of opportunity for 2020 to enhance the global urban attention to the core role of equality in city action and innovation.

Ms. Yvonne Aki-Sawyer, Mayor of Freetown  
Mr. Braima Koroma, Lecturer of Njala University  
Ms. Anelis María Marichal González, General Director of Territorial Planning and Urban Planning of the Institute of Physical Planning  
Mr. Jorge Peña Díaz, Professor of Technological University of Havana (CUJAE)  
Ms. Somsook Boonyabancha, Chairperson of Asian Coalition for Housing Rights  
Mr. Manager Cobbett, Manager of Cities Alliance  
Ms. Fatmata Shour, Activist  
Ms. Caren Levy, Professor of University College of London (UCL)

*LAB*

**Participatory Video for Local Democracy**

[Swedish International Centre for Local Democracy (ICLD)]

The session will present participatory methods for community engagement to improve the dialogue between city councils and vulnerable groups.

Ms. Crystal Tremblay, Assistant Professor of University of Victoria

*Fora*

**Forum of Intermediary Cities**

**16:00-17:00**

**Financial Management Committee Meeting (members only)**

**16:30-17:30**

*Talk on cities*

**Music Meets Inclusive Growth: A New Model for Development**



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#### 16:30-18:00

*Local Policies & Voices*

##### **Cities4Migration: the MC2CM Experience, from Dialogue Knowledge to Action**

[International Centre for Migration Policy Development (ICMPD)]

MC2CM (Mediterranean City-to-City Migration) is a project that aims at contributing to improved rights-based migration governance in Euro-Mediterranean cities through its main pillars: Dialogue, Knowledge & Action. The session will present initiatives developed with MC2CM support.

Representative of the City of Amman  
Representative of the City of Sfax

*Global Conversation*

##### **Raising National Ambition on Climate: The Role of Cities in the National Determined Contributions and Long-Term Emissions Reduction Strategies**

[C40, Global Covenant of Mayors, ICLEI, UCLG]

*LAB*

##### **MetroHUB: Supporting Metropolitan Development Worldwide**

[UN-Habitat (Regional and Metropolitan Planning Unit), Pan-American Network of Metropolitan Areas, National Planning Department of Colombia, Metropolis]

Promoting, through the tools and methodologies of the MetroHUB-UN-Habitat Initiative, the development of innovative capacities for the key actors in metropolitan

management to plan, govern and finance urban and territorial development.

Mr. Remy Sietchiping, Head of the Regional and Metropolitan Planning Unit of UN-Habitat  
Ms. María del Pilar Tellez Soler, Metropolitan Development Expert of UN-Habitat

#### 18:00-18:30

*Inspiring*

##### **Using an Inclusive Approach to Asset Management to Address Climate Change Realities: A Capacity Building Experience Between South African and Canadian Municipalities**

[Federation of Canadian Municipalities (FCM)]

Mr. Lance Joel, Executive Manager in the Office of the CEO of South African Local Government Association (SALGA)  
Mr. Murray Jamer, Former Deputy CAO of Fredericton  
Ms. Nomvuzo Mlombile-Cingo, Mayor of Port St. John, Eastern Cape  
Mr. Xola Pakati, Executive Mayor of Buffalo City, Eastern Cape  
Moderator: Mr. Bill Karsten, Councillor of Halifax; President of the Federation of Canadian Municipalities (FCM)

**Durban Legacy: Exploring Durban**



## Wednesday 13<sup>th</sup> November 2019

### 8:30-10:30

#### Private Meetings: by invitation only

- General Assembly of the FMDV / Board of Directors
- UCLG's Community of Practice on Migration
- Metropolis Secretaries General Meeting
- Pilots for Democracy - IDEA Working Session

### 9:00-15:00

#### Assembly Track

##### Inauguration

The Assembly Track gathers the continental and thematic priorities of the World Organization. Led by UCLG Sections and co-chaired by regional political leaders, the Assembly will define formal inputs to the World Assembly of Local and Regional Governments on key priorities such as resilience and climate action, addressing migration, multilevel governance, and gender equality.

##### African Assembly

The challenge of urbanization and the urban poor, access to finance for local and regional governments, capacitation of local and regional leaders, and multi-level governance will be some of the key themes of the regional position paper.

##### European Assembly

The region will address how to strengthen the role, consideration and involvement of local and regional governments in European and global policies, and will also focus on achieving international partnerships to implement and disseminate the SDGs worldwide.

Mr. Carlos Martínez Mínguez, Mayor of Soria, Vice-President of UCLG

Mr. Wim Dries, Mayor of Ghent, President of Association of Flemish Cities and Municipalities (VVSG)

Ms. Carola Gunnarson, Mayor of Sala, Vice-President of Swedish Association of Local and Regional Authorities (SALAR)

Mr. Jan van Zanen, Mayor of Utrecht, President of Association of Netherlands Municipalities (VNG)

##### EurAsian-Pacific Assembly

Resilient and sustainable cities and the localization of the Sendai Framework, as well as promoting cultural heritage and ensuring effective local self-government, are one of the main focus of the EurAsian-Pacific.

Ms. Tri Rismaharini, Mayor of Surabaya, President of UCLG-ASPAC

Mr. Lee-Yong-sup, Mayor of Gwangju

Mr. Li Mingyuan, Mayor of Xi'an

Mr. Ilsur Metshin, Mayor of Kazan, President of UCLG-Eurasia

Mr. Aleksey Shaposhnikov, Chairman of the Moscow City Duma

Mr. Maruf Muhammadzoda, Mayor of Khujand

Moderator: Ms. Bernadia Irawati, Secretary General of UCLG-ASPAC

#### Town Hall Track

##### Inauguration

The Town Hall Track offers a space for all civil society stakeholders to co-create together the future of the municipal movement, recalling that only through stakeholder engagement and true multi-level dialogue will it be possible to transform the international governance system. Different constituencies will present and discuss policy papers with local and regional governments which should inspire our policy, advocacy, research and learning agendas in the coming years. Rest assured, Cities are listening.

##### Accessible & Inclusive Cities

Accessible and inclusive cities are integral in the respect of every citizen's basic human rights. For this reason, this opportunity of co-creation builds a narrative around human rights and accessibility which is a precondition to being able to live in an independent and equitable manner. Recommendations will be given to local and regional governments within this context and will focus on the Global Compact on Inclusive and Accessible Cities and how local leadership can pave the way towards universal design.

Ms. Maria Soledad Cisternas, UN Special Envoy on Accessibility and Disability

Ms. Katherine Kline, American Association of Retired Persons





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Ms. Colette Franolet, Director of Inclusive Design  
Ms. Fatimetou Abdel Malick, President of Nouackchott Regional Council  
Ms. Evgenia Lodvigova, Deputy Mayor of Kazan  
Mr. German Godina, President of the Association of Municipalities of Chile (ACHM)  
Ms. Yousef Shawarbeh, Mayor of Amman  
Facilitator: Mr. Victor Pineda, President of World Enabled

*Gender Equality*

Sustainable development must be equitable and this can only occur if gender equality is achieved. Access to basic services and the total inclusion in decision-making processes are essential to democracy and to prosperous cities and local governments; everyone must be represented. This moment of co-creation will focus on the added efficiency and accountability that local governments receive when gender mainstreaming their policies.

Ms. Magdalena Garcia, Director General of GIRE  
Ms. Violet Shivutse, Health Worker  
Ms. Ana Falu, Dean of the National University of Cordoba, UCLG-UBUNTU  
Ms. Rohey Malick Lowe, Mayor of Banjul  
Ms. Zohra Ahmadi, Mayor of Nili  
Mr. Anders Knape, President of Swedish Association of Local and Regional Authorities (SALAR)  
Ms. Laia Bonet, Deputy Mayor of Barcelona  
Facilitator: Ms. Lucy Slack, Deputy Secretary General of the Commonwealth Local Governments Forum (CLGF)

**9:00-10:30**

*Special Session:*

**The Future of Culture**

This Special Session allows leading UCLG local governments on culture to explain innovative key policies considering new challenges including gender, and the relationship between culture and the right to the city, advocacy on culture in cities, and the enhancement of the relations with civil society.

Ms. Catarina Vaz Pinto, Vice-Mayor on Culture, City of Lisbon  
Ms. Annie Chrystel Limbourg Iwenga, Vice-Mayor of Libreville  
Ms. Ege Yilidirim, International Council on Monuments and Sites, Yildiz Technical University Istanbul  
Ms. Gloria Perez-Salmeron, President of International Federation of Library Associations and Institutions  
Ms. Farida Shaheed, member of UCLG-UBUNTU, Executive Director of Shirkat Gah, Women's Resource Centre, Lahore, and former UN Special Rapporteur on Cultural Rights

**9:00-10:30**

*Local Policies & Voices*

**Advancing Nature-Based Solutions for Resilient and Socially Inclusive Cities: Public Space Potentialities**

[City of Johannesburg, UN-Habitat, UN Environment, ICLEI, UCLG Africa, South African Cities Network, University of Johannesburg]

Nature-based solutions constitute smart green infrastructure that safeguard biodiversity and

offer numerous co-benefits related to public health, human well-being and social cohesion.

Mr. Bryne Maduka, Managing Director of Johannesburg City Parks and Zoo (JCPZ)  
Ms. Ernita van Wyk, Senior Professional Officer of ICLEI  
Ms. Margareth Mazwile, City of Dar es Salaam  
Ms. Lebo Molefe, City of Johannesburg  
Ms. Cecilia Anderson, Manager of Global Public Space Programme of UN-Habitat  
Mr. Sithole Mbanga, CEO of South African Cities Network  
*Moderator:* Ms. Cecilia Njenga, Regional Programme Coordinator, Southern Africa of UN Environment

*Global Conversations*

**Ethical Cities Project**

[Global Compact, Africa Forum for Urban Safety]

*LAB*

**SDGs and Decentralised Cooperation: Working on Agenda2030 Locally & Globally**

[CIB Working Group, PLATFORMA, Region of Catalonia]

This LAB session will present the project jointly undertaken by UCLG, CIB, PLATFORMA and the Region of Catalonia to develop the capacity of decentralised cooperation actors vis-à-vis SDG mainstreaming in development cooperation plans and programmes.

Ms. Marlène Simeon, Director of PLATFORMA  
Mr. Javier Sanchez Cano, Head of Planning, Monitoring and Evaluation of Region of Catalonia



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Mr. Rob Metz, Mayor of Soest  
Mr. Wim Dries, Mayor of Genk  
Ms. Verónica Magario, Mayor of La Matanza  
Mayor of Pocona (TBC)  
Mr. Berry Vrbancovic, Mayor of Kitchener,  
Treasurer of UCLG  
Moderator: Ms. Jessie Post, VNG International  
and CIB Secretariat

**9:30-10:30**

*Cities Panel*

**The Mediterranean Accent of Cities in  
the Global Governance Agenda**  
[MedCities]

**10:30-11:00**

*PlateauTV*

**Mayors for the Future**

**10:30-12:00**

*Special Session:*

**Ecology for the Future**

Mr. Pablo Jurado, President of Consortium of  
Provincial Autonomous Governments of Ecuador  
(CONGOPE)  
Mr. Majid Batambuze, Mayor of Jinja and Chairman  
of Urban Authorities Association of Uganda (UAAU)  
Mr. Mohammed Adjei Sowah, Mayor of Accra  
Ms. Sunita Kangra, Mayor of South Municipal New  
Delhi  
Mr. Mark Watts, Executive Director of C40  
Ms. Amanda Eichel, Executive Director of the Global  
Covenant of Mayors  
Ms. Kirsi Madi, Director of UN Disaster Risk  
Reduction Office  
Mr. Olaf Juergensen, Regional Development and  
Mine Action Specialist, United Nations Development  
Programme (UNDP) Europe and Central Asia  
Ms. Shipra Narang Suri, Coordinator, Urban  
Planning and Design Branch, UN-Habitat  
Moderator: Mr. Gino Van Begin, Secretary General  
of ICLEI

**10:30-12:00**

*Global Conversation*

**Towards a Local Inclusion for Migrants  
and Refugees Action Tool (LIAT)**

[OECD-co Council of Europe-Intercultural  
Cities; Welcoming America/ International;  
Migration Policy Group (MPG)]

*Local Policies & Voices*

**Strategies for Excellence in Local  
Government Management**  
[ICMA]

Moderator: Harleen Kovala, Strategic  
Development Team of International  
City/County Management Association (ICMA)

**Committee on Statutory Affairs**  
(members only)

Forum of African Metropolises

**11:00-13:00**

*Cities Panel*

**Cities for Housing: Contributing to the  
Draft Guidelines of the Special  
Rapporteur on Adequate Housing** and film  
screening: The Push  
[CISDP, CoP Housing]

**12:00-12:30**

*Inspiring*

**UBUNTU Inspiring Talks**

**13:00-14:30**

*Plenary:*

**Reinventing Local Democracy**

We are witnessing how challenges to democracy  
arise throughout the world. Re-inventing  
democracy is a necessity in today's world that  
needs to come from the ground, from the local  
level, representing our communities, in dialogue  
with our communities, for our communities, and for  
the sustainability of our world, to ensure it remains  
a place in which we can live with rights,  
responsibilities, and freedoms.

Ms. Ada Colau, Mayor of Barcelona and President of  
Barcelona Metropolitan Area (AMB), Co-President of  
UCLG

Mr. Christian di Candia, Mayor of Montevideo

Ms. Souad Abderrahim, Mayor of Tunis

Mr. Roland Ries, Mayor of Strasbourg, Co-President  
of UCLG

Ms. Celestine Ketcha Courtès, Minister for Habitat  
of Cameroon

Ms. Emine Bozkurt, Chair of the Board of the  
Institute for Democracy and Electoral Assistance

Ms. Vaira Vīķe-Freiberga, President of the Club of  
Madrid, Former President of the Latvian Republic

Moderator: Mr. Sanjay Pradhan, CEO of Open  
Government Partnership

**14:30-16:00**

*Special Session:*

**The Future of Housing: Consultation on the  
Guidelines for the Implementation of the  
Right to Housing**

The Declaration of Cities for Housing was presented  
at the United Nations in July 2018. One year and a  
half later, over 40 worldwide local and regional  
governments have committed and joined the  
Declaration. The Special Session will assess  
progresses made in the implementation of the right  
to housing in the territories all over the world, and



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will discuss the way forward along with the UN Special Rapporteur.

Ms. Leilani Farha, UN Special Rapporteur on the Right to Adequate Housing  
Ms. Sheela Patel, UCLG-UBUNTU, Founding Director, SPARC and Co-founder and Chair, Slum Dwellers International (SDI)  
Representative of the City of Berlin  
Representative of the City of Montréal  
Representative of the City of Barcelona  
Representative of Plaine-Commune

**14:30-16:00**

*Local Policies & Voices*

**Decentralization and Local Finance**

[UCLG Africa, UCLG World Secretariat, Organisation for Economic Co-operation and Development (OECD)]

*LAB*

**Towards a Universally Accessible 2030 - Local Action and Partnerships**  
[World Enabled]

The event will host a training on the tools and mechanisms that local and regional governments can utilize to realize inclusive and accessible cities throughout the framework of the Global Compact on Inclusive and Accessible Cities.

Mr. Mohammed Loufty, Senior Doctoral Fellow at the American University Institute on Disability and Public Policy (IDPP)  
Ms. Colette Franolet, Universal Access Consultant  
Ms. Roseline Kihumba, International and Regional Policies Coordinator at HelpAge International – Africa Regional Office  
Mr. Victor Calise, Commissioner of the Mayor's Office of New York City  
Ms. Risnawati Utami, Member of the UN Committee on the Rights of Persons with Disabilities

*LAB*

**Climate Action: Perspectives From the Regions**  
[Global Covenant of Mayors (GCoM)/UCLG, and Partners]

**14:30-15:00**

*PlateauTV*

**Mayors for the Future**

**15:00-15:30**

*Cities Panel*

**Using Urban Innovation to Listen to Citizens**  
[URAIA]

**15:30-17:30**

**Executive Bureau** (members only)

This meeting will be the last Executive Bureau for the current mandate. It will receive updates on key work areas and members' proposals. A new Executive Bureau will be appointed for the 2019-2022 mandate in Durban during the World Council.

**15:30-16:00**

*Cities Panel*

**Integral Plan for Urban Development and Sustainability**

[City of Santa Fe]

**16:00-17:30**

*Special Session:*

**The Future of Transparency and Open Government**

Mr. Patrick Klugman, Deputy Mayor of Paris  
Mr. John Abiud Barrientos, President of the Colombian Federation of Municipalities (FCM)  
Mr. Josephat Nanok, Chairman of the Council of County Governors (COG)  
Ms. Isabel Guzmán Ríos de Vaca, President of Association of Councillors Women of Bolivia (ACOBOL)

**16:00-17:30**

*LAB/Global Conversation*

**The Power of Youth in Building Resilient Urban Communities**

[Habitat for Humanity]

*Local Policies & Voices*

**Building Resilience for Future Generations**

[Youth Climate Leaders (YCL)]

*LAB*

**Women's Economic Autonomy and Empowerment Through Economic and Social Development**

[UCLG Committee on Local Economic and Social Development]

A reflection on the role of local governments in defending women's economic autonomy, stressing the importance of promoting gender-oriented local public policies through the exchange of good practices.

Ms. Malika Ghefrane Giorgi, Special Advisor of Network of Local Elected Women of Africa (REFELA)  
Ms. Isabel Guzmán Ríos de Vaca, President of Association of Councillors Women of Bolivia (ACOBOL)



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Ms. Joyce Nyambura, Deputy Secretary General of Association of County Governments of Kenya (ACGOK)  
Moderator: Ms. Bev Esslinger, Councillor of Edmonton, Board Member of Federation of Canadian Municipalities (FCM), Co-President of UCLG Committee on Local Economic and Social Development

**17:00-17:30**

*Talk on cities*

**Cultural Perspective on  
Governance and Living Together**  
[City of San Sebastián]

Presenting the case of San Sebastián as a good model of the role that culture has played in a scenario of strong social and political division.

Mr. Imanol Galdos Irazabal, Assistant Manager of Donostia Kultura, City of San Sebastián

■ South African Regions Meeting

**Durban Legacy: Exploring Durban**

**17:30-19:00**

**Official Opening Ceremony: Local and  
Regional Governments, Sentinels of  
Dreams**

H.E. Cyril Ramaphosa, President of the Republic of South Africa

Hon. Parks Tau, President of UCLG

Mr. Mxolisi Kaunda, Mayor of eThekweni-Durban

Ms. Thembisile Nkandimeng, President of the South African Local Government Association (SALGA)



## Thursday 14<sup>th</sup> November 2019

9:30-16:00

### Assembly Track

#### *American Assembly*

The lack of access to finance for local governments, inequality, urban violence, migration, the faces of poverty, in particular how it affects youth, and the challenge of reducing the carbon emissions and maintaining the Amazon are highlighted as some of the key characteristics to understand the dynamics of the region.

Mr. Luis Revilla, Mayor of La Paz, President of Mercociudades  
Mr. Iván Arciénega, Mayor of Sucre, President of FLACMA  
Mr. Johnny Araya Monge, Mayor of San José  
Mr. Bill Karsten, Councillor of Halifax, President of the Federation of Canadian Municipalities (FCM)

#### *MEWA Assembly*

The region addresses the consolidation of peace due to various ongoing conflicts, the migratory movements that originate due to this crisis, and the struggle of addressing the climate crisis at regional level.

Mr. Yücel Yılmaz, Mayor of Balıkesir, Co-President of UCLG-MEWA  
Mr. Mohammed Saadie, Mayor of Deirnbouh, President of Union of Municipalities of Dannieh, President of UCLG-MEWA  
Mr. Mustafa Tunç Soyer, Mayor of İzmir  
Mr. Musa Hadid, Mayor of Ramallah, President of Association of Palestinian Local Authorities (APLA), Co-President of UCLG-MEWA  
Moderator: Mr. Mehmet Duman, Secretary General of UCLG-MEWA

#### *Metropolitan Assembly*

The section will address the challenges of the upcoming metropolitan era, and the role large metropolises will play in the upcoming years: in particular, how to rethink city borders and jurisdictions for better quality of life for all.

Mr. Michael Müller, Governing Mayor of Berlin, President of Metropolis  
Ms. Ada Colau, President of Barcelona Metropolitan Area (AMB) and Mayor of Barcelona, Co-President of Metropolis  
Mr. David Makhura, Premier of Gauteng, Co-president of Metropolis  
Mr. Christian di Candia, Mayor of Montevideo, Co-President of Metropolis  
Mr. Guohui Wen, Mayor of Guangzhou, Co-President of Metropolis

### Town Hall Track

#### *Right to the City*

Cities and human settlements must be viewed through rights based lens and if equity, sustainability, and social justice is to be achieved, it is because the right to the city has been granted and protected for all citizens.

Mr. Nelson Saule, Global Platform for the Right to the City  
Mr. Jorge Pérez Jaramillo, Dean of the Santo Tomas University, UCLG-UBUNTU  
Ms. Clara Brugada, Mayor of Iztapalapa  
Ms. Imen Ouadani, Vice-Mayor of Sousse  
Ms. Sheela Patel, President of Slum Dwellers International, UCLG-UBUNTU  
Ms. Sylvia Muzila, Mayor of Francistown  
Mr. Patrick Braouezec, President of Plaine Commune  
Facilitator: Ms. Lorena Zarate, President of the Habitat International Coalition

#### *Sustainable Urban Development*

As recognized by the global agendas, partnerships to achieve the goals are imperative. Here the General Assembly of Partners recommends a variety of tools and methods to include local and regional governments into the framework of achieving sustainable urban development at the global level.

Mr. Greg Budworth, Vice President of the Habitat III General Assembly of Partners  
Ms. Jane Katz, Director of International Affairs and Programs at Habitat for Humanity International  
Ms. Marina Ponti, Director of the SDG Action Campaign  
Mr. Juan Espadas, Mayor of Seville  
Mr. Mohamed Sefiani, Mayor of Chefchaouen  
Ms. Noarini Roslan, Mayor of Subang Jaya  
Ms. Penny Abeywardena, New York City's Commissioner for International Affairs



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Facilitator: Ms. Eugenie Birch, President of the Habitat III General Assembly of Partners

#### *Addressing Informalities*

Local policies cannot be drivers of inequality: cities and regions need to adopt innovative visions and include their city dwellers in the decision-making processes shaping their lives, and design accessible and inclusive schemes for people in poverty.

Ms. Leilani Farha, UN Special Rapporteur on the Right to Adequate Housing  
Ms. Michele Acuto, Melbourne School of Design  
Ms. Sonia Dias, Women in Informal Employment: Globalizing and Organizing  
Ms. Yvonne Aki-Sawyer, Mayor of Freetown  
Ms. Paola Pabón, President of Pichincha  
Mr. Mousa Hadid, Mayor of Ramallah  
Mr. Mpho MW Moruakgomo, President of the Botswana Association of Local Authorities (BALA)  
Facilitator: Mr. William Cobbett, Manager of the Cities Alliance

**9:00-10:30**

#### *Special Session:*

#### **The Future of Biodiversity**

Showcasing the extensive Common Roadmap for the local and subnational constituency towards "Living in Harmony with Nature", as part of the Post-2020 Global Biodiversity Framework consultation and negotiation process, and the development of a consolidated and collective position statement, being led by ICLEI. It will also highlight which parties align themselves with local and subnational governments' role in the new global framework towards meeting the Convention's three objectives.

Mr. Ekeneide Lima dos Santos, President of Association of Authorities and Autonomous Regions of Sao Tomé & Príncipe (AARA/STP)  
Representative of the City of Montréal  
Mr. Gino Van Begin, Secretary General of ICLEI

**9:00-10:30**

#### *Local Policies & Voices*

#### **Children Uprooted: What Can Local Governments Do?** [UNICEF]

#### *Global Conversation*

#### **The Global State of Metropolis**

[UN-Habitat, Metropolis, The State of Metropolis MIT MetroLab Initiative, Colombian Association of Metropolitan Areas]

#### *LAB*

#### **Capacity Development for Inclusive Local Service Delivery** [Connective Cities]

With experiences from South Africa and Germany, the session will provide space for interaction and learning among urban practitioners that have applied innovative approaches to public service delivery.

Mr. Mirko Heid, Head of Strategy Department, Corporate Group of Bonn Municipal Companies (SWB)

Mr. Alexander Mauritz, Executive Director of Mannheim Water Municipal Company (EBS)  
Kariuki Mugo, Kenya Country Programme Manager of Water and Sanitation for the Urban Poor (WSUP)  
Mr. Michael Nzuba, Manager of Waste Management Services of uMhlathuze

**9:30-10:30**

#### *Cities Panel*

#### **Cities Facing Crises**

[UCLG Working Group on Territorial Prevention and Management of Crises]

The UCLG Working Group will discuss its work and strategy in the framework of the growing demand by local authorities to be supported in crises and post-crises management.

Mr. Roland Ries, Mayor of Strasbourg, President of United Cities France (CUF), Co-President of UCLG  
Mr. Rob Metz, Mayor of Soest  
Mr. Siaka Dembele, President of Association of Regions of Mali (TBC)  
Mr. Bassel Al Houjairy, Mayor of Arsal (TBC)  
Moderator: Ms. Geneviève Sevrin, Director General of United Cities France (CUF)

**10:30-12:00**

#### *Special Session:*

#### **The Future of Migration**

This Special Session on Migration will focus on the ability of cities to help vulnerable groups to break down barriers that prevent them from accessing basic services, protecting their rights and enjoying decent living conditions. It will further address the Global Compact on Migration marking a breakthrough in the global governance of migration with a proposed framework and common values for defining national migration policies.

Ms. Fatma Şahin, Mayor of Gaziantep





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Mr. Patrick Braouezec, President of Plaine Commune  
Ms. Henriette Rekker, Mayor of Cologne  
Ms. Yvonne Aky-Sawyer, Mayor of Freetown  
Mr. Bruno Covas, Mayor of São Paulo  
Mr. António Vitorino, Director General, International Organization for Migration  
Michael Spindelegger, Director General, International Center for Migration Policy Development (ICMPD)  
Mr. Santiago Chávez Pareja, Chair of Global Forum for Migration and Development (GFMD)  
Mr. Gambo Tanko Kagara, President of Association of Local Governments of Nigeria (ALGON)  
Representative of Network of Local Elected Women of Africa (REFELA)

*Global Conversation*

**Digital Rights and Global Agendas: A Roadmap for the Cities Coalition for Digital Rights**  
[Barcelona City Council]

*Local Policies & Voices*

**Transforming Cities**  
[Cities Alliance]

*LAB*

**Local 2030 Hubs – A Global Network to Localize Agenda 2030**  
[Local 2030]

**10:30-11:00**

*PlateauTV*

**Mayors for the Future**

**11:00-12:00**

*Cities Panel*

**The International Municipal Investment Fund - Facilitating Cities' Access to Capital Markets**  
[UCLG World Secretariat]

Co-organized jointly with FMDV and UNCDF, the session will present the objectives and implementation the International Municipal Investment Fund (IMDF).

**12:00-12:30**

*Inspiring*

**UBUNTU Inspiring Talks**

**13:00-14:30**

*Plenary:*

**Localizing Sustainable Development: Gearing up to the Implementation Decade**

The 2030 Agenda and its transformative spirit are holding the key of a sustainable home for all of us, but for the goals to be achieved, they need to be owned at the local level. This is what localization is, at its core: a bottom-up process, aiming to build and shape global agendas based on the aspirations and wishes of the communities. UCLG will further launch the V Report of the Global Observatory on Decentralization and Local Democracy, which assesses national strategies for the implementation of the Global Agendas in each world region.

Ms. Soham El Wardini, Mayor of Dakar  
Mr. Ilmur Metshin, Mayor of Kazan, President of UCLG-Eurasia  
Mr. Berry Vrbancovic, Mayor of Kitchener, Treasurer of UCLG  
Ms. Nuria Martin Martínez, President of Barcelona Provincial Council  
Ms. Clare Short, Chair of the Board of Cities Alliance, Former Secretary of State for International Development of United Kingdom  
Mr. Ashok-Alexander Sridharan, Mayor of Bonn, President of ICLEI  
Ms. Jutta Urpilainen, EU Commissioner for International Partnerships (TBC)  
Ms. Gabriela Ramos, Organisation for Economic Co-operation and Development (OECD) Chief of Staff and Sherpa to the G20  
Ms. Tri Rismaharini, Mayor of Surabaya  
*Moderator:* Mr. Edgar Pieterse, UCLG-UBUNTU, Director, African Centre for Cities, University of Cape Town and South African Research Chair in Urban Policy

**12:30-13:30**

*Cities Panel*

**REFELA-UCLG Africa and Their Partners Together for the Localization of SDG 5 & SDG 11**

[Network of Local Elected Women of Africa (REFELA), UCLG Africa]

The session will revolve around the Agenda of REFELA, its activities and objectives. It will make a call for joining forces and supporting its implementation in order to contribute to the implementation of SDG 5 and SDG 11.

Mr. Léandre Nzué, President of UCLG Africa  
Mr. Jean Pierre Elong Mbassi, Secretary General of UCLG Africa  
Ms. Bazir Lamia, Director of National Observatory for Children's Rights of Morocco (ONDE)



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Ms. Malika Ghefrane Giorgi, Special Advisor of Network of Local Elected Women of Africa (REFELA)  
Moderator: Ms. Dao Macoura Coulibaly, President of Network of Local Elected Women of Africa (REFELA)

**14:30-15:00**  
*PlateauTV*

**Mayors for the Future: Human Rights Cities**  
[CISDP]

**15:00-16:30**  
*Special Session:*  
**The Future of Resilience**

The role of local leaders is highly stressed in the added value that cities can bring to the planet's resilience and the natural and cultural heritage affected left by our way of living. The role of cities is key when it comes to the missing link between the local/ground level with civil society and nations.

This session will explore the dynamics structured in the UN agenda and its potential for a wider understanding of resilience that focused on the role of cities managing the natural resources and contributing to the resilience of the planet and social global justice.

Ms. Noraini Roslan, Mayor of Subang Java  
Mr. Anton G.A. Salman Suhayla, Mayor of Bethlehem  
Mr. Manuel Monteiro de Pina, President of the National Association of Municipalities of Cape Verde (ANMCV)  
Ms. Sita Kumari Sundas, Chairperson of Association of District Development Committee of Nepal (ADDCN)  
Ms. Corinne Lepage, former Minister for Ecology of France  
Ms. Debra Roberts, Co-Chair of Working Group II, Intergovernmental Panel on Climate Change (IPCC)  
Representative of Regions4  
Representative of Metropolitan Government of Tokyo

**15:00-16:30**  
*Local Policies & Voices*

**Local Implementation of the 2030 Agenda**  
[UCLG, Metropolis, City of Guangzhou]

Learning and inspiring about the localization of the SDGs and the New Urban Agenda by showcasing and discussing specific cases of urban innovation.

Representative of the City of Guangzhou  
Ms. Emilia Saiz, Secretary General of UCLG (TBC)  
Mr. Octavi de la Varga, Secretary General of Metropolis (TBC)

Representative of the City of eThekweni  
Representative of the City of Wuhan  
Representative of the City of Brussels  
Representative of the City of Mezitli

**15:00-16:00**  
*Cities Panel*

**Water Resilience in the Context of Growing Water Scarcity – Diagnosis and Treatment**  
[UCLG-MEWA]

Inspiring experiences and policy messages on the sustainable management of water, as well as its linkage with the 2030 Agenda for Sustainable Development.

Mr. Musa Hadid, Mayor of Ramallah, President of Association of Palestinian Local Authorities (APLA), Co-President of UCLG-MEWA

**16:30-18:30**  
**General Assembly** (members only)

The General Assembly, which meets on a triennial basis, gathers all members of UCLG. It will receive the reports from the Presidency and the Sections and will appoint the members of the World Council, based on the electoral processes that are taking place this year throughout the Sections.

**16:30-17:30**  
*Global Conversation*

**The Next Steps of the "Making Cities Resilient" Campaign**  
[UN Office for Disaster Risk Reduction (UNDRR)]

**16:30-18:00**  
*Global Conversation*

**The Future of Work: Local Governments Facing the Challenges of Globalization**  
[International Labour Organization (ILO), UCLG Committee on Local Economic and Social Development]

Addressing the creation of decent and quality work and employment within the framework of sustainable local development. It will pay special attention to the contribution to SDG 8 and SDG 11.

Mr. Pierre Martinot-Lagarde, Adviser, International Labour Organization (ILO)  
Mr. Francisco Toajas Mellado, President of UCLG Committee on Local Economic and Social Development





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Mr. Johannes Krassnitzer, Coordinator of UNDP-ART (United Nations Development Programme)  
Mr. Bertin Ouiya, Secretary General of Association of Municipalities of Burkina Faso (AMBF)  
Moderator: Mr. Emilio Rabasco, Director of Programs of Andalusian Fund of Municipalities for International Solidarity (FAMSI)

**LAB**

**Listening to Citizens, Local Democracy at the Center of Governance**  
[IOPD]

An in-depth discussion on the different experiences and approaches to include citizens in the measurement and improvement of local democracy, especially from the point of view of local officials.

Mr. Alberto Fernandez Gibaja, Programme Officer of Institute for Democracy and Electoral Assistance (International IDEA)  
Ms. Kate Joseph, Research Specialist of the Strategy and Relations Unit of Johannesburg  
Mr. Adrià Duarte, Coordinator of the Technical Secretariat of International Observatory on Participatory Democracy (IOPD)  
Mr. José Manuel Ribeiro, Mayor of Valongo  
Mr. Marc Serra Solé, Councillor of Barcelona  
Ms. Clara Brugada Monina, Mayor of Iztapalapa

**Lab**

**Whole of Society Approach to Urban Crises: Leveraging Local, National and International Partnerships to Prevent and Respond to Urban Crises**  
[The Global Alliance for Urban Crises]

Highlighting the importance of strengthened engagement between local authorities and humanitarian/development actors in contexts of urban crises.

Ms. Bernadia Tjandradewi, Secretary General of UCLG ASPAC (TBC)  
Mr. Daan Stelder, Project Manager of VNG International

Mr. Edrees Salih, Board of Relief & Humanitarian Affairs of Dohuk Governorate (TBC)  
Mr. Rob Metz, Mayor of Soest (TBC)  
Mr. Simone Giovetti, Executive Officer, United Cities France (CUF)  
Moderator: Ms. Geneviève Sevrin, Director General of United Cities France (CUF) (TBC)

**16:30-17:30**

*World café*

**Creative Mobilities**

**18:00-18:30**

*Inspiring*

**Promoting Culture and Heritage Sensitive Local Governance**  
[UCLG Africa, African Local Government Academy (ALGA)]

Sharing and highlighting the engagement of UCLG Africa and its Academy ALGA for culture and heritage, showcasing what they are doing to support the implementation of Target 11.4 of the SDG 11 "Strengthen efforts to protect and safeguard the world's cultural and natural heritage". It will further present inspiring best practices in this field.

Mr. Jean Pierre Elong Mbassi, Secretary General, UCLG Africa  
Mr. Mohamed Sadiki, Mayor of Rabat  
Ms. Corinna Del Bianco, Lecturer of Polytechnic University of Milan  
Ms. Najat Zarrouk, Director of the African Local Government Academy (ALGA) of UCLG Africa  
Moderator: Mr. Simone Giometti, Secretary General, Life Beyond Tourism

**Durban Legacy: Exploring Durban**



## Friday 15<sup>th</sup> November 2019

### 9:00-12:30

#### WORLD ASSEMBLY OF LOCAL & REGIONAL GOVERNMENTS

The World Assembly is the mechanism through which the local and regional governments constituency deliberate and agree upon its political voice in the international agenda. In order to continue playing a key role as the political voice of local and regional governments in the definition, follow-up and review of the international agendas, the World Assembly will provide a space for dialogue that allows our constituency to reflect on our policies and solutions for the coming 3 years. The outcomes from the Town Hall sessions and the Assembly sittings will be presented, discussed and adopted by the World Assembly.

### 9:00-10:30

#### Fora

#### Forum on CEOs of Associations of Local Governments - LGA Forum [FCM, VVSG, VNG]

Addressing the strengthening of Local Government Associations through exchange of practices, in view of future challenges.

Mr. Brock Carlton, CEO of Federation of Canadian Municipalities (FCM)  
Ms. Karen Freeman-Wilson, President of National League of Cities (NLC) (TBC)  
Ms. Tri Rismaharini, Mayor of Surabaya (TBC)  
Ms. Jantine Kriens, CEO of Association of Netherlands Municipalities (VNG)  
Ms. Carla Rey, Secretary General of Italian Association of the Council of European Municipalities and Regions (AICCIRE)  
CEO of National Federation of Tunisian Cities (FNTV) (TBC)  
Ms. Karen Porras, CEO of National Union of Local Governments (UNGL)  
Mr. Hayrettin Gungor, Mayor of Kahramanmaraş  
Mr. Jan van Zanen, President of the Association of Dutch Municipalities (VNG)  
Mr. Yacouba Traore, Acting President of Association of Municipalities of Mali (AMM)  
Ms. Thembisile Nkadameng, President of South African Local Government Association (SALGA)  
Mr. Mousa Hadid, President of Association of Palestinian Local Authorities (APLA)  
Mr. Wim Dries, President of Association of Flemish Cities and Municipalities (VVSG)  
Chaired by: Ms. Mieck Vos, CEO of the Association of Flemish Cities and Municipalities (VVSG)  
Chaired by: Frederic Vallier, Secretary General of the Council of European Municipalities and Regions

#### Local Policies & Voices

#### Governance for Public Spaces: Challenges and Difficulties from an Inclusive, Diverse, and Equality Point of View

[Barcelona Metropolitan Area (AMB)]

Discussing the promotion of integral approaches to public space that emphasize collaborative mechanisms with different actors and sectorial policies.

Mr. Ernest Margall i Mira, Vice President of Barcelona Metropolitan Area (AMB)  
Ms. Ana Falú, Architect of CISCA  
Ms. Karla Miranda, Deputy Director of Planning and Research of COAMSS-OPAMSS  
Ms. Jéssica Chicalia Falcão, Officer of National Association of Municipalities of Mozambique (ANAMM)

#### LAB

#### International Solidarity Fund: A New Tool to Help Local Authorities in Crisis to Build Back Resilient

[UCLG Working Group on Territorial Prevention and Management of Crises]

The session will present the UCLG International Solidarity Fund as well as its policy on resilience and response to crises.

Ms. Tri Rismaharini, President of UCLG ASPAC, Mayor of Surabaya  
Ms. Madelaine Yorobe Alfelori, Mayor of Iriga City  
Ms. Geneviève Sevrin, Director General of United Cities France (CUF)  
Moderator: Ms. Bernadia Tjandradewi, Secretary General of UCLG ASPAC

### 9:30-10:30

#### Cities Panel

#### International Peer Review Strengthening City Diplomacy

[UCLG Africa]

The session will present the work of the UCLG Africa Pan African Peer Review Programme, a learning tool applied through diplomacy made available to local government institutions in Africa to support their capacity development and organisational improvement.

Mr. Innocent Uwimana, President of Rwanda Local Government Association (RALGA)  
Ms. Jacqueline Mogeni, Chief Executive of Council of Governors, Kenya



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Mr. Joseph Bindi, President of Association of Local Authorities of Sierra Leone  
Ms. Lydia Charlie, Chief Executive of Association of Districts of Victoria  
Mr. Charles Patsika, Director of Membership Development of UCLG Africa

**9:00-11:00**

GCoM Board Meeting (by invitation only)

**10:30-12:00**

*Global Conversation*

**Agenda 2030 as an Opportunity for All – How Can We Make Sure That the SDGs Are Transformative for Cities?**

[UN-Habitat, United Nations Development Programme (UNDP)]

*Local Policies & Voices*

**UCLG Peace Prize**

[VNG International]

The UCLG Peace Prize celebrates successful initiatives for conflict prevention, peacebuilding and post-conflict reconstruction undertaken by local governments. This session will facilitate an exchange of the most innovative cases from the finalists of this year's UCLG Peace Prize in order to stimulate others to follow suit.

Mr. Bassel Al Houjairy, Mayor of Arsal  
Mr. Gustavo Quintero, High Commissioner for Victims' Rights, Peace and Reconciliation of Bogotá  
Mr. Ahmed Ismael Mohammed Ahmed, Deputy Governor for Humanitarian Affairs of Duhok Governorate  
Ms. Rocío Gutiérrez Cely, Secretary for Peace and Civic Culture of Santiago de Cali  
Mr. John Fredy Osorio Cardona, Municipality of Manizales  
Mr. Tom Rombouts, Senator of The Netherlands, Ambassador of the UCLG Peace Prize  
Ms. Maider Marañá, Gipuzkoa Regional Council

*LAB*

**The Open Game of Locals: Transparency and Open Governments Tools for Inclusive and Sustainable Territories**

[UCLG Community of Practice on Transparency and Open Government]

**10:30-11:00**

*PlateauTV*

**Mayors for the Future**

**11:00-12:00**

*Cities Panel*

**Digital Networking for Sustainable Urban Development**

[Berlin Senate Chancellery, UCLG Learning]

The international exchange of experiences on urban and regional policies and practices has significantly changed over the past decades. The session presents the Metropolis use-platform ([use.metropolis.org](http://use.metropolis.org)) as an example for digital tools that facilitate decentralized learning processes and joint policy making.

Mr. Octavi de la Varga, Secretary General of Metropolis  
Ms. Kate Joseph, Research Specialist of the Strategy and Relations Unit of Johannesburg  
Mr. Thomas Honeck, Berlin Senate Chancellery  
Ms. Sara Hoefflich, UCLG Learning

**12:00-12:30**

*Inspiring*

**From Africa to the World**

**12:30-13:30**

*Cities Panel*

**OECD Forum of Champions**

[Organisation for Economic Co-operation and Development (OECD)]

**13:00-14:30**

*Plenary:*

**Intergenerational Dialogue for Peace and Solidarity**

Cities are where creativity happens, and where dreams are fulfilled, but they can also prove to be places of exclusion, frustration and conflict. In order to make our cities spaces of peace, we need to develop more than the absence of war. Dialogue should be the cardinal rule of today, for the sake of tomorrow. The UCLG Peace Prize that will be presented aims to shed light on the heroic local governments that are brave enough to carry out peacebuilding initiatives, often without any outside help.

Ms. Fatma Şahin, Mayor of Gaziantep  
Mr. Fernando Medina, Mayor of Lisbon  
Mr. Johnny Araya Monge, Mayor of San Jose  
Mr. Jan van Zanen, Mayor of Utrecht, President of the Association of Netherlands Municipalities (VNG)  
Mr. Mohamed Boudra, Mayor of Al Hoceima, President of the Association of Mayors of Morocco (AMPCC)  
Ms. Yvonne Aki-Sawyerr, Mayor of Freetown  
Mr. Zweli Mkhize, Minister of Cooperative Governance and Traditional Affairs of South Africa



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Moderator: Ms. María Fernanda, Former President of the UN General Assembly

**14:30-15:00**

PlateauTV

**Mayors for the Future**

**15:00-17:30**

LAB

**Regional Strategies Toward the SDGs**  
[Region of Catalonia, Region of KwaZulu-Natal]

An analysis of the way regions are organising themselves to deliver the SDGs, and their competitive advantages on some aspects of policy planning, stakeholder coordination and involvement, and multi-level dialogue.

Mr. Johannes Krassnitzer, Coordinator of United Nations Development Programme-Articulation of Territorial Networks (UNDP-ART)

Ms. Lisa Del Grande, Municipal Planning Chief Director of Department of Co-Operative Governance and Traditional Affairs of KwaZulu-Natal

Mr. Alfred Bosch, Minister of External Affairs of Region of Catalonia

Mr. Andrea Noferini, Adjunct Professor, Autonomous University of Barcelona (UAB), Pompeu Fabra University (UPF)

Moderator: Mr. Javier Sanchez Cano, DG Development Cooperation of Region of Catalonia

LAB

**Urban Living Labs: Experimenting for Sustainable Urban Development + Unfolding the dilemmas of Public Space**

[Joint Programming Initiative Urban Europe (JPI)]

Facilitating a knowledge exchange on how experimental methods, such as Urban Living Labs can be used for sustainable urban development.

Ms. Sigrun Kabisch, Professor of Helmholtz Centre for Environmental Research (UFZ), Chair of the JPI Urban Europe Scientific Advisory Board

Ms. Margit Noll, Chair of the Management Board of JPI Urban Europe

Ms. Bahanur Nasya, Eutopian GmbH, PlaceCity Project

Mr. Jonas Bylund, Joint Programming Initiative Urban Europe Management Board  
Ms. Anna Grichting Solder, Faculty Member of Qatar University

Ms. Aelita Skaržauskienė, Professor of Vilnius Gediminas Technical University  
Moderator: Johannes Riegler, Stakeholder Involvement Officer of Joint Programming Initiative Urban Europe

**15:00-16:00**

Cities Panel

**Developing Transformational Leadership competences and Changing Mind-sets in Public Sector Institutions to Implement the 2030 Agenda and Achieve the SDGs**

[UCLG Africa, African Local Government Academy (ALGA)]

UCLG Africa and its African Local Government Academy (ALGA), jointly with the UN Department of Economic and Social Affairs (UNDESA), Florida International University (FIU), and UCLG Learning, will address the strengthening of the capacities of leadership as a requisite to sustain the implementation of the SDGs.

Mr. John Mary Kauzya, Chief of Chief of Public Service Innovation Branch, Directorate for Public Institutions and Digital Government, UN Department of Economic and Social Affairs (UNDESA)

Mr. Allan Rosenbaum, Professor of Florida International University (FIU)

Ms. Sara Hoefflich de Duque, UCLG Learning  
Moderator: Ms. Najat Zarrouk, Director of African Local Government Academy (ALGA)

**15:00-17:30**

**UCLG World Council (members only)**

This will be the first meeting of the newly appointed World Council for the 2019-2022 mandate. It will elect the Presidency and the Treasurer of UCLG. It will also appoint the members of the Executive Bureau among its membership and following the electoral processes that have taken place throughout the sections.

**17:30-19:00**

**Official Closing Ceremony: Towards Cities as Places of Happiness**

UCLG President 2019-2022

H.E. David Mabuza, Deputy President of the Republic of South Africa (TBC)

UCLG Presidency 2019-2022

**BACK TO AGENDA**

<p><b>REPORT ON THE ESTABLISHMENT OF A DISTRICT SAFETY FORUM / <i>VERSLAG RAKENDE DIE STIGTING VAN 'N DISTRIKSVEILIGHEIDSFORUM</i> / INGXELO NGOKUMISELWA KWEBUTHO LEZOKHUSELEKO LESITHILI</b></p>
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(9/8/2)

14 October 2019

**REPORT FROM MUNICIPAL MANAGER (MG STRATU)**

**PURPOSE OF THE REPORT**

The purpose of the report is to inform Council of the establishment of the District Safety Forum and also to request Council to adopt the project.

**BACKGROUND / DISCUSSION**

Local Government is the level of government that is closest to the people. This is the sphere of Government that has to respond quickly and decisively to the peoples' needs. One of the urgent needs of our people is safety in their areas. One of the ways of addressing this need is the formation of Safety Forums in their communities. The District Municipality has therefore established their own Safety Forum with a Safety Plan. In addressing this need a preparatory meeting which was hosted by the then Community Safety Minister, Honorable Alan Windy, was held on 13 December 2018. This meeting was attended by Executive Mayors and Municipal Managers from all five District Municipalities of the Western Cape Province.

A Transfer Payment Agreement (TPA) was signed by the District Municipalities and a R1,2 million was transferred to GRDM. The TPA requires GRDM to submit Safety Plan and a Business Plan in support of its safety initiatives. GRDM has to also assist the Local Municipalities with the establishment of Safety Forums and Safety Plans and must furthermore be responsible for the appointment and training of mediators in all Local Municipalities.

This approach emphasises the establishment of effective safety structures to facilitate the co-ordination of all role-players at a local level. GRDM, SAPS and the Department of Community Safety hosted a two-day workshop of the project in August 2019.

A follow-up workshop is scheduled for October 2019. This Safety Forum will facilitate local planning, co-ordination and monitoring of the implementation of the Safety Plan. It will give effect to the National Policy on Community Safety Forums. This structure will be supported by the Provincial Government and will focus on a wide variety of safety and violence prevention measures. Community Safety Forums are seen as a vehicle to give effect to the objectives of the National Crime Prevention Strategy. The Forums will also respond to the need for a comprehensive framework that will address crime and safety in a co-ordinated and focussed manner that draws on the resources and energies all organs of state as well as the different civil society formations dealing with community initiatives involved in crime prevention.

#### **FINANCIAL IMPLICATIONS**

None

#### **RELEVANT LEGISLATION**

Section 41(1) of the Constitution of the Republic of South Africa, 1996.

#### **UITVOERENDE OPSOMMING**

Die doel van die verslag is om die Raad in te lig van die stigting van die Distriks Veiligheidsforum en om verdermeer die Raad te versoek om die projek aan te neem. Plaaslike regering is die naaste aan die mense. Dit is die regeringsfeer wat vining en beslissend moet reageer op die behoeftes van die mense. Een van die dringende behoeftes van ons mense is hul veiligheid in hul woon gebiede. Een van die maniere om hierdie behoefte aan te spreek, is die vorming van veiligheidsforums in hul gemeenskappe. Die Distrikmunisipaliteit moet dus hul eie veiligheidsforum met 'n veiligheidsplan in plek stel. Om hierdie behoefte aan te spreek, is 'n voorbereidende vergadering gehou, wat gehou is deur die vorige Minister van Gemeenskapsveiligheid, agbare Alan Winde, op 13 Desember 2018.

Hierdie vergaderings is bygewoon deur Uitvoerende Burgermeesters en Munisipale Bestuurders van al vyf distrikmunisipaliteite in die Wes-Kaap Provinsie.

'n Oordragbetalingsooreenkoms (TPA) is deur die distrikmunisipaliteite onderteken en R1,2miljoen is aan die Garden Route Distrikmunisipaliteit oorgedra. Die TPA vereis dat Garden Route Distrikmunisipaliteit 'n veiligheidsplan en 'n sakeplan voorlê ter ondersteuning van sy veiligheids-inisiatiewe.

Garden Route Distrikmunisipaliteit moet ook die plaaslike munisipaliteite bystaan met die opstel van die veiligheidsforums en veiligheidsplan en die aanstelling en opleiding van rolspelers in alle plaaslike munisipaliteite. Hierdie benadering beklemtoon die implementering van effektiewe veiligheidstrukture om by die koördinerende van alle rolspelers by 'n plaaslike vlak te fasiliteer.

Garden Route Distrikmunisipaliteit, Suid-Afrikaanse Polisie Diens en die Departement van Gemeenskapsveiligheid het 'n tweedaagse werkswinkel van die projek in Augustus 2019 aangebied. 'n Opvolgwerkswinkel word beplan vir Oktober 2019. Hierdie veiligheidsforum sal plaaslike beplanning, koördinerende en monitering van die implementering van die veiligheidsplan vergemaklik.

Dit sal uitvoering gee aan die nasionale beleid oor gemeenskapsveiligheidsforums. Hierdie struktuur sal deur provinsiale regering ondersteun word en sal fokus op 'n wye verskeidenheid veiligheids en geweldsvoorkomingsmaatreëls. Gemeenskapsveiligheidsforums word gesien as 'n instrument om uitvoering te gee aan die doelstellings van die Nasionale Misdaadvoorkoming-strategie. Die forums sal ook reageer op die behoefte aan 'n omvattende raamwerk wat misdaad en veiligheid op 'n gekoördineerde en gefokusde manier sal aanspreek, wat die staatsorgane die verskillende organisasies van die burgerlike samelewing, wat met die betrokke gemeenskaps-inisiatiewe betrokke is, beredder in misdaadvoorkoming.

### **RECOMMENDATIONS**

1. That Council adopts the Community Safety Project.
2. That Council allows the Garden Route District Municipality to establish a District Police Forum.

**AANBEVELINGS**

1. *Dat die Raad die Gemeenskapsveiligheidsprojek aanneem.*
2. *Dat die Raad die Garden Route Distriksmunisipaliteit toelaat om 'n Distriks Polisieforum te stig.*

**IZINDULULO**

1. Sesokuba iBhunga lamkele Inkqubo Yezokhuseleko Loluntu.
2. Sesokuba iBhunga livumele uMasipala Wesithili se Garden Route ukuba amisele ibutho lezamapolisa kwisithili.

**BACK TO AGENDA**



## DONATIONS POLICY / DONASIESBELEID / UMGAQO WEZIBONELELO

(14/1)

10 October 2019

**REPORT FROM THE OFFICE OF THE MUNICIPAL MANAGER : LEGAL SERVICES (N DAVIDS)****PURPOSE OF THE REPORT**

For Council to discuss and approve the Donations Policy.

**BACKGROUND**

This Policy was workshopped in September and November 2017. At the workshop, amendments to the policy were requested by the councillors. These amendments has been addressed but the item (policy) was not, due to an administrative oversight, submitted to Council for approval.

**UITVOERENDE OPSOMMING**

*Die beleid was in September en November 2017 gewerkswinkel. Regstellings was deur die raadslede voorgestel. As gevolg van 'n administratiewe oorsig, was hierdie item nie weer na die Raad verwys vir finale goedkeuring nie.*

**LEGISLATIVE FRAMEWORK**

Constitution of the Republic of South Africa 1996

Local Government: Municipal Systems Act 32 of 2000

Local Government: Municipal Finance Management Act 56 of 2003

**RECOMMENDATION**

That Council approves the Donations Policy.

**AANBEVELING**

*Dat die Raad die Donasie-beleid goedkeur.*

**ISINDULULO**

Sesokuba iBhunga liphumeze uMgaqo Wezibonelelo.



## **DONATIONS POLICY**

### **1. PURPOSE OF THE FUND**

The purpose of the fund is to make donations to deserving beneficiaries who would otherwise not qualify for grants in terms of Council's normal grant-in-aid policy.

### **2. FUND GUIDELINES**

The fund may be used for:

- 2.1 causes that will promote the profile of the Municipality;
- 2.2 causes of hardship which fall outside the Municipality's Grant-in-Aid Policy;
- 2.3 emergency/disaster situations where the Municipality has no other provision to cater for the event;
- 2.4 the specific use, purpose and conditions that a donor may prescribed;
- 2.5 assisting the development and implementation of a local project, scheme or initiative;

### **3. PROHIBITED USES**

- 3.1 The Fund may not be used for any purpose that benefits a political party or for fund-raising of a political nature.
- 3.2 Appropriations may not benefit any Councillor or a close family member of any Councillor.
- 3.3 Donations may not be paid directly to any individual.
- 3.4 Any donation from the Fund shall not result in repeat commitments nor may any expectation be created that funding will automatically be made available for future events.
- 3.5 Donations may not be used in conjunction with other funding or donations by the Municipality.

#### 4. **PROCESS FOR RELEASE OF FUNDS**

- 4.1 Applications for donations from the Fund must be lodged with the Executive Mayor.
- 4.2 The Executive Mayor requests the Municipal Manager to assess a request and determine whether it meets the requirements of this policy.
- 4.3 The Executive Mayor considers the application and assessment by the Municipal Manager and if convinced that a donation is warranted, determines the quantum of the donation.
- 4.4 The Executive Mayor may impose conditions in respect of any donation made from the Fund.
- 4.5 The Executive Mayor's decision is conveyed to the Municipal Manager for execution.
- 4.6 The Municipal Manager executes the decision, i.e. a withdrawal from the Fund or an appropriate letter of refusal.
- 4.7 The Municipal Manager must ensure that effective, efficient and transparent financial management and internal control systems are implemented to guard against fraud, theft and financial mismanagement that may occur when grants are awarded.

#### 5. **REPORTING REQUIREMENTS**

The Executive Mayor must report to Council on a quarterly basis on the status of the Fund including donations received, amounts withdrawn and the details grants to beneficiaries.

#### 6. **DONATIONS TO THE FUND**

- 6.1 It is appreciated that a fund that is dependent on donations will always have limited money.
- 6.2 As guardian of the Fund, the Executive Mayor may drive campaigns and initiate programme to raise money for the Fund, including to –
  - 6.2.1 solicit donations from any member of the public, businesses or organisations;
  - 6.2.2 actively canvass for donations;
  - 6.2.3 organise cultural, sports, entertainment events to raise money;
  - 6.2.4 organise competitions to raise money;
  - 6.2.5 provide for funds to be appropriate from the municipality's annual budget to the Fund.

- 6.3 If a donor specifies conditions in respect of any donation, the donated amount may only be utilised in terms of those conditions.
- 6.4 The Executive Mayor may refuse any donation where the conditions attached are unacceptable.

7. **DONATION LIMITS**

The Executive Mayor may determine the maximum limit of any donation from time to time.

**COST CONTAINMENT REPORTING – QUARTER 1 OF 2019/20/ KOSTE  
INPERKINGSVERSLAG – KWARTAAL 1 VAN 2019/20 / UNIKEZEDLWE LWENGXELO  
NGOKUNCITSHISWA KWENDLEKO-IKOTA 1 KA 2019/20 (828255)**

(6/18/7)

8 October 2019

**REPORT FROM THE EXECUTIVE MANAGER: FINANCIAL SERVICES (J-W DE JAGER)**

**PURPOSE OF THE REPORT**

The purpose of this report is to table to Council the measures implemented and aggregate amounts saved in quarter one of the current financial year through the implementation of cost containment measures.

**BACKGROUND**

On 23 July 2019, Council approved the GRDM Cost Containment Policy in order to comply with the new legislation that was issued on 7 June 2019.

Section 17 of the policy stipulates the following pertaining to disclosures of cost containment measures:

- 17.1 Cost containment measures applied by the municipality must be included in the municipal in-year budget report and annual cost savings must be disclosed in the annual report.*
- 17.2 The measures implemented and aggregate amounts saved per quarter, together with the regular reports on reprioritization of cost savings, on the implementation of the cost containment measures must be submitted to the municipal council for review and resolution. The municipal council can refer such reports to an appropriate council committee for further recommendations and actions.*
- 17.3 Such reports must be copied to the National Treasury and relevant provincial treasuries within seven calendar days after the report is submitted to municipal council.*

National Treasury further issued MFMA Circular No.97 which prescribed a template for quarterly reporting of cost savings realised from implementation of cost containment measures – please refer to Annexure A for the cost savings at GRDM in quarter 1 of 2019/20 in this regard.

It should be noted that various cost-cutting measures were already incorporated in the budget process for 2019/20 and therefore the issuing of the Municipal Cost Containment Regulations did not have an impact on all expenditure types addressed in the Regulations.

The most significant savings are with regards to events that were budgeted for, but are now prohibited in the Regulations and GRDM Cost Containment Policy.

All savings will be re-prioritised in the adjustment budget process in order to either fund projects that were not included in the approved budget due to the limited funds available, or to cover possible revenue-shortages (e.g. late opening and operation of the regional landfill site)

### **FINANCIAL IMPLICATIONS**

Savings due to cost containment measures: R1.295m

### **RELEVANT LEGISLATION**

Local Government: Municipal Finance Management Act, 2003 - Municipal Cost Containment Regulations, 2019

GRDM Cost Containment Policy

### **UITVOERENDE OPSOMMING**

*Op 23 Julie 2019 het die Raad die GRDM Koste Inperkingsbeleid goedgekeur. Afdeling 17 van die beleid bepaal dat daar op 'n gereëlde basis verslag gedoen word aan die Raad oor die besparings wat geïdentifiseer is as gevolg van die implementering van die bogenoemde beleid. Verwys na Bylae A in die verband – die formaat van die verslagdoening is deur Nasionale Tesourie voorgeskryf via Omsendskrywe No. 97.*

### **RECOMMENDATION**

That Council notes the measures implemented and aggregated amounts saved in quarter one of the current financial year through the implementation of cost containment measures.

### **AANBEVELING**

*Dat die Raad kennis neem van die besparings soos identifiseer in kwartaal een van die huidige finansiële jaar as gevolg van die implementering van die GRDM Koste Inperkingsbeleid.*

**IZINDULULO**

Sesokuba iBhunga lithathele ingqalelo amalinge amiselweyo kwaye amaxabiso ongiweyo kwikota yokuqala kulonyaka mali ngokumiselwa kwamanyathelo oezokonga.

**ANNEXURES**

**Annexure A:** MFMA Quarterly Report – Cost Containment savings Quarter 1 of 2019/20

Measures	Cost Containment In-Year Report					
	Budget	Q1	Q2	Q3	Q4	Savings
	R'000	R'000	R'000	R'000	R'000	R'000
<b>Use of Consultants</b>						
No significant savings identified, as budgeted amount established using principles that were already in line with new Cost Containment Policy						
<b>Vehicle used for political office-bearers</b>						
No budget for purchase of new vehicle used for political office-bearers in period under review.						
<b>Travel and subsistence</b>						
No significant savings identified, as budgeted amount established using principles that were already in line with new Cost Containment Policy						
<b>Domestic accommodation</b>						
No significant savings identified, as budgeted amount established using principles that were already in line with new Cost Containment Policy						
<b>Sponsorships, events and catering</b>						
LED: Transnet Port Festival	R500 000	-	n/a	n/a	n/a	R500 000
LED: Eden Festival of Action	R20 000	-	n/a	n/a	n/a	R20 000
LED: Events	R500 000	-	n/a	n/a	n/a	R500 000
Tourism: Saxophone Festival Herold Meander	R20 000	-	n/a	n/a	n/a	R20 000
Tourism: Calitzdorp Winter Festival	R25 000	-	n/a	n/a	n/a	R25 000
Tourism: Promotional Items	R180 000	-	n/a	n/a	n/a	R180 000
Municipal Health: Informal food traders catering	R50 000	-	n/a	n/a	n/a	R50 000
<b>Communication</b>						
No significant savings identified, as budgeted amount established using principles that were already in line with new Cost Containment Policy						
<b>Other related expenditure items</b>						
No significant savings identified, as budgeted amount established using principles that were already in line with new Cost Containment Policy						
<b>TOTALS</b>	<b>R1 295 000</b>	<b>-</b>	<b>n/a</b>	<b>n/a</b>	<b>n/a</b>	<b>R1 295 000</b>

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**DEVIATION REPORT: IMPLEMENTATION OF THE SUPPLY CHAIN MANAGEMENT POLICY  
FOR THE PERIOD 01 SEPTEMBER 2019 TO 30 SEPTEMBER 2019/ AFWYKINGSVERSLAG:  
IMPLEMENTERING VAN DIE VOORSIENINGSKANAALBELEID VIR DIE PERIODE 01  
SEPTEMBER 2019 TOT 30 SEPTEMBER 2019 / INGXELO YOTYESHELO: UKUMISELWA  
KOMGAQO WOLAWULO LWENCITHO KWIXESHA UMHLA 01 NGOMSINTSI 2019  
UYAKUTSHO KUMHLA WE 30 NGEYOMSINTSI (826477)**

(9/8/2)

04 October 2019

**REPORT FROM THE EXECUTIVE MANAGER FINANCIAL SERVICES (J-W DE JAGER)**

**PURPOSE OF THE REPORT**

To inform the Council of the deviations approved for the period 1 September 2019 to 30 September 2019.

**BACKGROUND / DISCUSSION**

Section 36 of the Municipal Supply Chain Regulation states:

- 1) *A supply chain management policy may allow the accounting officer –*
  - a) *To dispense with the official procurement processes established by the policy and to procure any required goods or services through any convenient process, which may include direct negotiations, but only –*
    - i) *In an emergency*
    - ii) *If such goods or services are produced or available from a single provider only;*
    - iii) *For the acquisition of special of special works of art or historical objects where specifications are difficult to compile;*
    - iv) *Acquisition of animals for zoos; or*
    - v) *In any other exceptional case where it is impractical or impossible to follow the official procurement processes;*
  - b) *To ratify any minor breaches of the procurement processes by an official or committee acting in terms of delegated powers or duties which are purely of a technical nature.*

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

Section 114 of the Municipal Finance Management Act, Act 56 of 2003 states:

- (1) If a tender other than the one recommended in the normal course of implementing the supply chain management policy of a municipality or municipal entity is approved, the accounting officer of the municipality or municipal entity must, in writing, notify the Auditor General, the relevant provincial treasury and the National Treasury and, in the case of a municipal entity, also the parent municipality, of the reasons for deviating from such recommendation.
- (2) Subsection (1) does not apply if a different tender was approved in order to rectify an irregularity.

### **FINANCIAL IMPLICATIONS**

The total deviations for the period 1 September 2019 to 30 September 2019 amounts to **R116 805.60** (VAT included).

### **MAIN EXPENDITURE FOR DEVIATION IN SEPTEMBER 2019**

No major deviations were processed for the month of September 2019.

### **TREND ANALYSIS BASED ON SUCCESSIVE MONTH TO MONTH COMPARISON**

<b>DEVIATION REPORT AS PER S36 OF THE SCM REGULATIONS</b>			
<b>Aug-19</b>		<b>Sep-19</b>	
<b>Department</b>	<b>Amount</b>	<b>Department</b>	<b>Amount</b>
Community Services	38,742.85	Community Services	3,368.46
Corporate Services	23,542.00	Corporate Services	0.00
Financial Services	0.00	Financial Services	0.00
Office of the MM	0.00	Office of the MM	68,724.00
Planning and Economic Development	6,520.50	Planning and Economic Development	0.00
Roads and Transport Planning Services	43,238.00	Roads and Transport Planning Services	44,713.14
<b>Total Deviations</b>	<b><u>112,043.35</u></b>	<b>Total Deviations</b>	<b><u>116,805.60</u></b>

### **RELEVANT LEGISLATION**

The Preferential Procurement Policy Framework Act, Act 5 of 2000  
 Preferential Procurement Regulation, 2017  
 The Municipal Finance Management Act, Act 56 of 2003  
 The Municipal Supply Chain Regulations (30 May 2005)  
 Council's Supply Chain Management Policy

### **UITVOERENDE OPSOMMING**

*Om die Raad in te lig oor die goedgekeurde afwykings vir die periode 1 September 2019 tot 30 September 2019.*

### **RECOMMENDATIONS**

1. That the implementation of Section 36 of the Municipal Supply Chain Regulation in terms of the deviations for the period 1 September 2019 to 30 September 2019, be noted.
2. That it be noted that in terms of Section 114 of the Municipal Finance Management Act, Act 56 of 2003, there was no approval of tenders not recommended in the normal course of implementing Supply Chain Management policy of a municipality.

### **AANBEVELINGS**

1. *Dat kennis geneem word van die implementering van Artikel 36 van die Voorsieningskanaal regulasie in terme van die afwykings vir die periode van 1 September 2019 tot 30 September 2019.*
2. *Dat kennis geneem word dat in terme van Artikel 114 van die Munisipale Finansiële Bestuurswet, Wet 56 van 2003, daar geen goedkeuring was van tenders wat toegeken is in die normale implementering van die Voorsieningskanaalbeleid van die munisipaliteit nie.*

**IZINDULULO**

1. Sesokuba ukumisela koMhlathi Wamashumi Amathathu Anesithandathu (36) wemiqathango Womthetho Wezencitho zoMasipala kutenxo ukususela kumhla Wokuqala (1) uyakutsho kumhla Wamashumi Amathathu (30) NgeyoMsintsi kunyaka Wamawaka Amabini Aneshumi Elinethoba (2019), kuthathelwe ingqalelo.
2. Sesokuba ngokwemiqathango yoMhlathi (114) yoLawulo Lwezemali zikaMasipala, uMthetho Wamashumi Amahlanu Anesithandathu (56) wango (2003), uthathelwe ingqalelo ukuba akukhange kuphunyezwe zinikisi maxabiso ezingandululwanga kwinkqubo efanelekileyo ekumiselweni kwencitho yomgaqo wolawulo lomasipala.

**ANNEXURES**

**Annexure A:** Deviations as per section 36 of the SCM regulations

## APPROVED DEVIATIONS

**ANNEXURE: A**  
**DEVIATIONS AS PER SECTION 36 OF THE SCM REGULATIONS**

## COMMUNITY SERVICES

Item No	Ref No	Name	Req Date	Deviation Category	Deviation Motivation	Deviation Outcome HOD	Deviation Approval Date	Payment Amt	Order Number
1	818957	Attorney Services	9/12/2019	Impractical Procurement Process	<p>Brown Braude &amp; vlok Inc. Attorneys was the consultant's appointed to assist the GRDM with the compilation of their Waste Management By-Laws, Tender E/16/14-15. Mr. de Villiers is also the Legal Transaction Advisor on the Public Private Partnership Process to establish a Regional Waste Management Facility.</p> <p>The Municipal Councils of Mossel Bay and George has lodge a dispute against the contents of the Waste Management By-Laws with the MEC of Local Government and Environmental Affairs and Development Planning which could have extended the finalisation of the Garden Route District Municipal Regional Waste Management Facility with disastrous consequences for the GRDM region.</p> <p>The Municipal Manager has requested that Mr. Nico de Villiers attend the Management Meeting held on the 01st of June 2019 to discuss the legal implication of the dispute lodge to be prepared for the meeting to be attended by the Municipal Manager and The Executive Mayor with the MEC regarding the dispute the following day in Cape Town.</p> <p>This cost associated with this meeting attended by Mr. de Villiers do not form part of their original or existing contract.</p> <p>Morton</p>	Recommended	2019-09-18	3,368.46	C0000683

## APPROVED DEVIATIONS

**ANNEXURE: A**  
**DEVIATIONS AS PER SECTION 36 OF THE SCM REGULATIONS**

## CORPORATE SERVICES

Item No	Ref No	Name	Req Date	Deviation Category	Deviation Motivation	Deviation Outcome HOD	Deviation Approval Date	Payment Amt	Order Number
NONE									

## OFFICE OF THE MUNICIPAL MANAGER

Item No	Ref No	Name	Req Date	Deviation Category	Deviation Motivation	Deviation Outcome HOD	Deviation Approval Date	Payment Amt	Order Number
2	819751	Participate Technologies	2019-09-18	Single Supplier	We recently procured BarnOwl Automated Risk and Audit system through a tender process. We have the option to use the workshop module where employees can vote anonymously on ratings, controls etc with the use of voting devices. This is an intricate part in involving employees to be part of integrating Risk Management in the daily activities of the municipality. Participate Technologies is the sole provider of the Turning Point products (voting devices) in South Africa which is compatible with the BarnOwl system. Both service providers have submitted letters to state the above fact.	Recommended	2019-09-30	68,724.00	C0000753

## APPROVED DEVIATIONS

**ANNEXURE: A**  
**DEVIATIONS AS PER SECTION 36 OF THE SCM REGULATIONS**

**ROADS AND PLANNING SERVICES**

Item No	Ref No	Name	Req Date	Deviation Category	Deviation Motivation	Deviation Outcome HOD	Deviation Approval Date	Payment Amt	Order Number
3	764199	QUOTATIONS - CATERING A. GELDERBLOEM	2019-07-16	Emergency	System was closed due to financial year end that is why we have requested to have services rendered via manual order. Beaunita	Recommended	2019-09-12	570.00	R0000454
4	811224	PA190442 OUDTSHOORN W/SHOP 120 000 KM SERVICE / STILL UNDER WARRANTY	2019-08-29	Impractical Procurement Process	Service under warranty for agents only. Vehicle based in Oudtshoorn. Oudtshoorn Ford is the local agent - wa	Recommended	2019-09-10	4,014.62	R0000437
5	814980	PA165017 OUDTSHOORN W/SHOP 500HRS SERVICE STILL UNDER WARRANTY	2019-09-03	Single Supplier	Machine is still under warranty and must be serviced by the agents. Barlows are the agents for CAT machines in South Africa - Nantas	Recommended	2019-09-26	18,434.30	R0000568
6	815217	PA135119 BARLOWORLD EQUIPMENT / AGENTS / NEW GRADER	2019-09-03	Single Supplier	BARLOWS IS THE AGENTS FOR CAT MACHINES , PA135119 CAT 120K GRADER IS N NEW GRADER AND IS UNDER WARRANTY BY BARLOWS , GRADER FIRST SERVICE 250HRS MUST BE DONE BY THE AGENTS TOO KEEP THE WARRANTY, IF NOT THE WARRANTY WILL EXPIRE . AGENTS MUST SERVICE GRADER ON THE SERVICE INTERVALS GIVEN BY THEM TO AVOID ENGINE FAILURE AND TOO KEEP SERVICE WARRANTY UP TOO 3000HRS. LETTER ATTACHED.THIS IS THE FIRST SERVICE AND WE ONLY PAY FOR THE PARTS AND THE LABOUR IS FREE .(DIRK)	Recommended	2019-09-10	5,071.40	R0000438

7	820801	MATERIAL W/SHOP AIR LIQUID / GAS RENTAL	2019- 09-18	Impractical Procurement Process	THE BOTTLES REMAIN THE PROPERTY OF AIR LIQUID , RENTAL FOR THE BOTTLES MUST BE PAID BY GARDEN ROUTE DISTRICTS MUNICIPALITY PER MONTH / INVOICES WAS SEND LATE IN BY THE SUPPLIER DUE TO THE PERSON WORKING WITH THE ACCOUNTS AND NOT WORKING FOR THE COMPANY ANY MORE / THE RENTALS ARE FOR GEORGE / RIVERSDAL AND OUDTSHOORN / TENDER WAS SEND OUT TOO THE GAS COMPANIES NO ONE RESPONDED DIRK	Recom- mended	2019-09-19	5,676.97	R0000527
8	822473	PA166126 OUDTSHOORN W/SHOP 250HRS SERVICE / STILL UNDER WARRANTY	2019- 09-26	Single Supplier	Agrico Tractor is STILL UNDER WARRANTY and service must be delivered by the agent only. Agrico is the manufacturer and only official supplier of parts and services to Agrico tractors in South Africa. - wa	Recom- mended	2019-09-30	10,945.85	R0000558

1168,705.60

<b>BACK TO AGENDA</b>
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**PROPOSED CLOSURE OF OFFICES FOR THE PERIOD 20 DECEMBER 2019 AT 12:00 TO 03 JANUARY 2020 / VOORGESTELDE SLUITING VAN KANTORE VIR DIE TYDPERK 20 DESEMBER 2019 OM 12:00 TOT 03 JANUARIE 2020 / ISIPHAKAMISO SOKUVALWA KWE OFISI NGEXESHA LOMHLA 20 KWEYOMNGA 2019 NGO 12:00 UKUYA NGOMHLA 03 KWEYOMQUNQU 2020**

(5/9)

08 October 2019

**REPORT FROM THE EXECUTIVE MANAGER: CORPORATE SERVICES (B HOLTZHAUSEN)**

**PURPOSE OF THE REPORT**

To obtain Council's approval on the closure of the Garden Route District Municipality's offices for the periods set out below.

**BACKGROUND**

Most of Garden Route's employees are taking their annual leave over the festive season. It is almost tradition by now that the Garden Route District Municipality's offices are closed between Christmas and the new year. As with previous years, it is recommended to Council to consider the closing of Garden Route District Municipality's offices over the festive season from 20 December 2019 to 03 January 2020 (except for the Roads Department), provided that responsible departments ensure arrangements for the rendering of essential and emergency services.

The Roads and Transport Planning Services Department also closes once per year during the festive season to coincide with the builders and school holidays as well as the restriction of heavy earth-moving equipment as a result of the increase in traffic on the roads network. In order to implement the annual programme effectively and efficiently, it requires that all staff members take leave over that period.

The Roads and Transport Planning Services Department, however, did not receive the annual business leave last year due to issues raised by Provincial Government, which has now been resolved. To ensure that the Roads and Transport Planning Services Department is not being "disadvantaged" and that the ten (10) days business leave that accumulated from last year, be granted to them now. The Roads and Transport Planning Services Department will therefore be closed on the following days:

12 December 2019 (12h00) – 31 December 2019 (business leave days due to them = 10 days)

02 January 2020 – 10 January 2020 (7 days annual leave).

### **FINANCIAL IMPLICATIONS**

Employees have to put in leave for this period.

### **RELEVANT LEGISLATION**

Collective Agreement in Building Industry Bargaining Council

Paragraph 5.1 of the Leave Policy

Main Collective Agreement

### **UITVOERENDE OPSOMMING**

*Die oorweldigende meerderheid van Garden Route Distriksmunisipaliteit se personeel neem hul jaarlikse vakansieverlof oor die seisoen tydperk. Dit is so te sê al tradisie dat Garden Route se kantore tussen Kersdag en Nuwejaarsdag gesluit is.*

*Soos met vorige jare, word die Raad versoek om oorweging te skenk aan die sluiting van Garden Route Distriksmunisipaliteit se kantore oor die feesseisoen vanaf 20 Desember 2019 (om 12h00) tot 03 Januarie 2020, met dien verstaande dat die betrokke departemente die lewering van essensiële en nooddienste verseker gedurende die genoemde tydperk.*

*Die Paaie en Vervoer Dienste Beplanningsdepartement sluit ook elke jaar gedurende die feesseisoen ten einde saam te val met die bouers- en lang skool vakansies.*

*Hierdie word genoodsaak deur die toename in verkeer op die nasionale padnetwerk asook die beperking van vervoer van swaar grondverskuiwingsmasjienerie op openbare paaie. Ten einde die werksprogram effektief te implementeer word dit genoodsaak dat alle personeel gedurende hierdie tydperk verlof neem.*

*Die Paaie en Vervoer Dienste Beplanningsdepartement het nie verlede jaar hul besigheidsverlof gekry nie, as gevolg van die gesprekvoeringe met Provinsiale Administrasie: Wes-Kaap, wat in die tussentyd opgelos is. In die lig hiervan, en om hulle nie te benadeel nie, word voorgestel dat die Raad goedkeuring verleen dat die Paaie en Vervoer Dienste Beplanningsdepartement gedurende Desember 2019 hul "besigheidsverlof" neem, wat alle ander personeellede van die Distriksmunisipaliteit reeds gekry het. Die Paaie en Vervoer Dienste Beplannings Departement sal dus gesluit wees as volg:*

*12 Desember 2019 (12h00) – 31 Desember 2019 (besigheidsverlof wat gelykstaande is aan tien (10) werksdae); en*

*02 Januarie 2020 – 10 Januarie 2020 (7 dae van hul jaarlikse vakansieverlof).*

### **RECOMMENDATIONS**

1. That Garden Route District Municipality's offices (except for the The Roads and Transport Planning Services Department) will close on Friday, 20 December 2019 at 12:00 and re-open on Monday, 06 January 2020 at 07:30.
2. That Garden Route District Municipality's The Roads and Transport Planning Services Department will be closed from Thursday, 12 December 2019 at 12:00 and re-open on Monday, 13 January 2020 at 07:30.

3. That the relevant Departments make the necessary arrangements in respect of the rendering of essential and emergency services over the period mentioned above.
4. That the closure of Garden Route District Municipality's offices over the said period be advertised in the local media of the Garden Route District.

### **AANBEVELINGS**

1. *Dat die Garden Route Distriksmunisipaliteit se kantore sal sluit op Vrydag, 20 Desember 2019 om 12:00 en sal heropen op Maandag, 06 Januarie 2020 om 07:30.*
2. *Dat die Garden Route Distriksmunisipaliteit se Paaie en Vervoer Dienste Beplanningsdepartement sal sluit op Donderdag, 12 Desember 2019 om 12:00 en her-open op Maandag, 13 Januarie 2020 om 07:30.*
3. *Dat die betrokke Departemente geskikte reëlins in plek sal stel met betrekking tot die lewering van essensiële en noodsaaklike dienste oor genoemde tydperk genoem in drie (3) hierbo.*
4. *Dat die sluit van die Garden Route Distriksmunisipaliteit se kantore oor genoemde periode in die plaaslike media in die Garden Route Distrik area geadverteer word.*

### **IZINDULULO**

1. Sesokuba iiofisi zoMasipala Wesithili se Garden Route (ngaphandle kwezeSebe Lenkonzo Zendlela) zizakuvalwa ngoLwesihlanu, 20 kweyoMnga 2019 ngo 12:00 zivulwe ngoMvulo, 06 kweyoMqungu 2020 ngo 07:30.

2. Sesokuba iSebe Lenkonzo Zezendlela loMasipala Wesithili se Garden Route lizakuvalwa ukususela ngoLwesine, 12 kweyoMnga 2019 ngo 12:00 zivulwe ngoMvulo, 13 kweyoMqungu 2020 ngo 07:30.
3. Sesokuba amasebe afanelekileyo eBhunga enze amalungiselelo afanelekileyo ngokuphathelene nonikezelo lwenkonzo ezibalulekileyo nezingxamisekileyo ngelixesha lichazwe ngasentla.
4. Sesokuba ukuvalwa kwe-oofisi zoMasipala Wesithili se Garden Route ngelixesha lichazwe ngasentla lipapashwe kumaphephandaba eSithili se Garden Route.

**BACK TO AGENDA**

SPECIAL DISTRICT COUNCIL

22 OCTOBER 2019

**REPORT ON THE PAYMENT OF SALARIES FOR DECEMBER 2019 / *VERSLAG RAKENDE DIE  
BETALING VAN SALARISSE VIR DESEMBER 2019 / INGXELO NGENTLAWULO ZEMIVUZO  
KWEYOMNGA 2019***

(4/1/2)

08 October 2019

**REPORT FROM THE EXECUTIVE MANAGER: CORPORATE SERVICES (B HOLTZHAUSEN)**

**PURPOSE OF THE REPORT**

To obtain approval for the earlier payment of salaries in respect of December 2019.

**BACKGROUND**

Salaries are normally paid on the 25<sup>th</sup> of a month or the working day closest to the 25<sup>th</sup> of the month.

The Garden Route District Municipality's records indicate clearly that most of the staff members are having their annual leave over festive seasons and go on holiday when schools close early in December.

**RELEVANT LEGISLATION**

Section 66 of the Municipal Finance Management Act, 2003 (Act 56 of 2003).

**FINANCIAL IMPLICATIONS**

As per approved salary budget.

**UITVOERENDE OPSOMMING**

*Salarisse word gewoonlik betaal op die 25ste van elke maand of die werksdag die naaste aan die 25ste. Garden Route Distriksmunisipaliteit se rekords toon dat meerderheid van die personeel hul jaarlikse verlof gedurende die feestyd neem wanneer skole vroeg in Desember sluit.*

**RECOMMENDATIONS**

1. That it be recommended to Council that the December 2019 salary payment shall be on 13 December 2019.
2. That the abovementioned arrangement shall be seen as an exception to Council's standing resolution in respect of the 25<sup>th</sup> of each month, being the official payment date.
3. That the exception shall only be in respect of December 2019.

**AANBEVELINGS**

1. *Dat by Raad aanbeveel word dat die Desember 2019 salaris betaaldag, 13 Desember 2019 sal wees.*
2. *Dat bogenoemde reëling as 'n uitsondering teenoor die Raad se staande besluit ten opsigte van die 25ste van elke maand as amptelike betaaldag, beskou word.*
3. *Dat hierdie uitsondering slegs ten opsigte van Desember 2019 sal wees.*

**IZINDULULO**

1. Sesokuba kundululwe kwi Bhunga ukuba imivuzo yoMnga 2019 izakuhlawulwa ngomhla 13 kweyoMnga 2019.
2. Sesokuba lamalungiselelo aphawulwe ngentla azakuthatyathwa njengakhethekileyo kwisigqibo esimileyo se Bhunga sokwamkela ngomhla 25 kwinyanga, njengomhla osemthethweni wokwamkela.
3. Sesokuba oku kuKhetheka kuzakuqhubeka kweyoMnga 2019.



**DELEGATIONS AND AUTHORIZATIONS DURING COUNCIL'S RECESS PERIOD /  
 DELEGASIES EN MAGTIGINGS GEDURENDE DIE RAAD SE RESESTYDPERK /  
 ABACHONGWA KUNYE NAMAGUNYA NGETHUBA LEKHEFU LEBHUNGA (684002)**

(5/2/1)

08 October 2019

**REPORT FROM THE EXECUTIVE MANAGER CORPORATE SERVICES (B HOLTZHAUSEN)**

**PURPOSE OF THE REPORT**

To delegate powers and to authorise the Executive Mayor and the Municipal Manager or their authorized replacements to exercise certain powers during Council's term of recess from 14 December 2019 until 05 January 2020.

**BACKGROUND**

The Executive Mayor intends to recommend to Council to enter into a period of recess from 14 December 2019 to 05 January 2020 and interim measurements must be put in place in order to ensure that Council's activities, such as management, services and administration continue.

In view of the aforementioned period of recess, the Executive Mayor, Cllr M Booysen and the Municipal Manager, Mr MG Stratu, or his successor in title, be delegated and authorized to perform all official Council duties, responsibilities and functions during the recess period with the exception of those powers and functions as set out Section 160 (2) of the Constitution of the Republic of South Africa, 1996 namely:

- a) the passing of by-laws
- b) the approval of budgets
- c) the imposition of rates and other taxes, levies and duties; and

- d) the raising of loans
- e) disposal of Council properties
- f) appointment and dismissal of the municipal manager and section 56 managers in terms Section 56 of the Systems Act, Municipal Systems Act 32 of 2000
- g) all functions which are according to legislation reserved for Council only

### **RELEVANT LEGISLATION**

Section 162 of the Constitution of the Republic of South Africa, 1996

Local Government Municipal Systems Act, Act 32 of 2000

EDM Delegation System

### **FINANCIAL IMPLICATIONS**

None

### **UITVOERENDE OPSOMMING**

*Aangesien die Uitvoerende Burgemeester van voornemens is om by die Raad aan te beveel dat die Raad in reses gaan vanaf 14 Desember 2019 tot 05 Januarie 2020, is dit noodsaaklik om te verseker dat werksaamhede en statutêre verpligtinge voortgesit word. Ten einde dit te reël is dit nodig dat die Uitvoerende Burgemeester en Munisipale Bestuurder vir genoemde tydperk daartoe gemagtig word.*

### **RECOMMENDATIONS**

1. That Council will be in recess for the period 14 December 2019 until 05 January 2020.
2. That the Executive Mayor, Cllr M Booysen and the Municipal Manager, Mr MG Stratu, or his successor in title, be delegated and authorized to perform all official Council duties, responsibilities and functions during the recess period 14 December 2019 until 05 January 2020 with the exception of those powers and functions as set out Section 160 (2) of the Constitution namely:
  - a) the passing of by-laws

- b) the approval of budgets
- c) the imposition of rates and other taxes, levies and duties; and
- d) the raising of loans
- e) disposal of Council properties
- f) appointment and dismissal of the municipal manager and section 56 managers in terms Section 56 of the Systems Act
- g) all functions which are according to legislation reserved for Council only

### **AANBEVELINGS**

1. *Dat die Raad in reses sal wees vir die periode 14 Desember 2019 tot 05 Januarie 2020.*
  
2. *Dat die Uitvoerende Burgemeester, Rdl M Booyen en die Munisipale Bestuurder, Mnr MG Stratu, of sy opvolger in titel, gedelegeer en gemagtig word om die Raad se amptelike verpligtinge, verantwoordelikhede en funksies vir die reses periode van 14 Desember 2019 tot 05 Januarie 2020, uit te voer met die uitsondering van die ondergenoemdes soos in Artikel 160 (2) van die Grondwet vervat:*
  - a) *die aanname van verordeninge;*
  - b) *die goedkeuring van begrotings;*
  - c) *die oplegging van eiendomsbelasting en ander belastings, heffings en regte en*
  - d) *die verkryging van lenings.*
  - e) *vervreemding van raadseiendom*
  - f) *aanstelling en skorsing van die Munisipale Bestuurder en Artikel 56 bestuurders in terme van Artikel 56 van die Munisipale Stelselwet*
  - g) *Alle funksies wat in terme van wetgewing slegs vir die Raad gereseveer is*

**IZINDULULO**

1. Sokuba iBhunga lizooba sekhefini ukususela ngomhla we 14 kweyoMnga 2019 de kubengumhla we 05 kweyoMqungu 2020.
2. Sokuba uSodolophu, uCeba M Booysen kunye noMphathi Masipala uMnu, MG Stratu, okanye lowo ungene endaweni yakhe, anikwe igunya nelungelo lokwenza yonke imicimbi esemthethweni yeBhunga, uxanduva kunye nemicimbi yonke ngethuba lekhefu eliqala ngomhla wesi 14 kweyoMnga 2019 de ibengumhla we 05 kweyoMqungu 2020 igunya elo alichaphazeli ezingongoma zibhalwe kwiSebe 160 (2) loMgaqo Siseko woMzantsi Afrika ka 1996, ezizezi:
  - a) uKuphunyezwa kwemithethwana yedolophi
  - b) uKuphunyezwa kohlahlo lwabiwo-mali
  - c) uKummisela irhafu yezakhiwo kwakunye naluphi na uhlobo lwerhafu
  - d) uKwenza iimali-mboleko (amatyala)
  - e) ukuthengisa imihlaba nezakhiwo zeBhunga, kunye no
  - f) kuqesha nokugxotha uMphathi Masipala kunye neemanejala eziqeshwe ngokweSebe 56 loMthetho, ngokweSebe 56 loMthetho l Municipal Systems Act
  - g) Lomiba ibekelwe kanye ibhunga lomasipala.

**REPORT ON PROPOSALS TO AMEND THE 2019/2020 MICRO ORGANISATIONAL  
STRUCTURE OF GARDEN ROUTE DISTRICT MUNICIPALITY/ *VERSLAG RAKENDE  
VOORSTELLE VIR VERANDERINGE AAN DIE 2019/2020 MIKRO ORGANISASIE STRUKTUUR  
VAN GARDEN ROUTE DISTRIKSMUNISIPALITEIT / INGXELO NGESIPHAKAMISO  
SOKUTSHINTSHA ISIMO SOLAWULO SIKA 2019/2010 SOMASIPALA WESITHILI SE GARDEN  
ROUTE***

(9/8/2)

7 October 2019

**REPORT FROM THE EXECUTIVE MANAGER: CORPORATE SERVICES (B HOLTZHAUSEN) /  
MANAGER: HUMAN RESOURCES (NU KLAAS)**

**PURPOSE OF THE REPORT**

To seek approval from Council to amend the micro organisational structure of the Garden Route District Municipality.

**BACKGROUND / DISCUSSION**

In terms of section 68(1) of the Municipal Systems Act, Act 32 of 2000, a municipality must develop its human resource capacity to a level that enables it to perform its functions and exercise its powers in an economical, effective, efficient and accountable way. Against this backdrop, management has undertaken a review of the current structure and resolved that it would be best to amend the structure for efficient and effective service delivery.

The Committee section within the Corporate Services Department has experienced many challenges since the two-month's absence of the Manager Committee Services due to ill health.

In addition, two officials from the same section were also on sick leave during the same period, seriously impacting on the operations of the section. Subsequently the

Manager Committee Services resigned at the end of September resulting in a vacancy in that section.

In order to respond to these challenges, the Municipal Manager has introduced some reforms including requesting Legal Services to scrutinise Council and Council Committee agendas before they are delivered to Councillors to confirm compliance to legislation and ensure that the quality of the reports is up to standard.

The Manager: Legal Services was also requested to assist Committee services, when the Manager: Committee Services was on sick leave. During this period an offer to assist on permanent basis was also extended to the Legal Service Manager, however this offer was declined.

The Committees section is an important section in the Municipality as they are responsible for among others, the coordination of all Council meetings, MAYCO, Portfolios committee meetings, Audit and Performance Audit Committee and Section 80 Committees. Without a functional committee section the work of the Council will come to a complete standstill. Taking into account the work done by committees, it is advisable to have a person with a legal background in the section as they will be expected to advise Council and its Committees on legal compliance matters.

The intervention by Legal Services has assisted the section after the departure of the Manager Committee Services at the end of September by ensuring that Departments adhere to strict deadlines for submitting reports.

Training is also requested from the Training section in Human Resources to capacitate the officials within the section and ensure quality of work and services delivered to Council.

## OFFICE OF THE MUNICIPAL MANAGER

In order to ensure continuity with the reforms that the Municipal Manager has introduced, ***it is proposed that the Legal Advisor position is changed to the Manager: Integrated Support Services and Legal Compliance.***

To this end, a decision was taken by management to amend the function of the Legal Advisor to include the Council Secretary duties. ***The new position will functionally report to the Municipal Manager and administratively report to the Executive Manager: Corporate Services.*** The duties in this position will be a combination of the functions of the Legal Advisor as well as overseeing Council Secretariat.

## CORPORATE SERVICES DEPARTMENT

The following changes are proposed as follows:

### 1. Committee Services

- The position of Manager Committee Services be changed to Senior Committee Officer
- That the positions of Administrative Assistant and Administrator Committee Support be changed to Committee Officers (x2). The reason being that the current incumbents are already executing the full functions of Committee Officers.
- That the position of Administration Officer: Committee Services be removed

### 2. Human Resources

- That a new position of Assistant Human Resource Practitioner: Recruitment be created in the Human Resource section.

### 3. Records, Archives and Auxiliary Services

- That a new position for a Maintenance/Terrain worker be created at Head Office, George.

Council is requested to consider amending the micro organisational structure as indicated in the abovementioned two Departments as proposed.

Attached find the proposed changes on the organisational structure as **Annexure A and B** for the Office of the Municipal Manager and Corporate Services respectively.

### **FINANCIAL IMPLICATIONS**

#### **2019/2020 Budget of the Garden Route District Municipality**

### **RELEVANT LEGISLATION**

Municipal Structures Act, 2000 (Act 32 of 2000)

### **RECOMMENDATIONS**

1. That the proposals to amend the micro organizational structure of the Garden Route District Municipality for 2019/20 be considered.
2. That Council approves the proposals to amend the micro organisational structure of Garden Route District Municipality for 2019/20.

### **AANBEVELINGS**

1. *Dat die wysigingsvoorstelle aan die mikro-organisasie struktuur van die Garden Route Distriksmunisipaliteit vir 2019/2020 oorweeg word.*
2. *Dat die voorstelle vir die 2019/2020 mikro organisasie struktuur van Garden Route Distriksmunisipaliteit deur die Raad goedgekeur word.*

### **ISINDULULO**

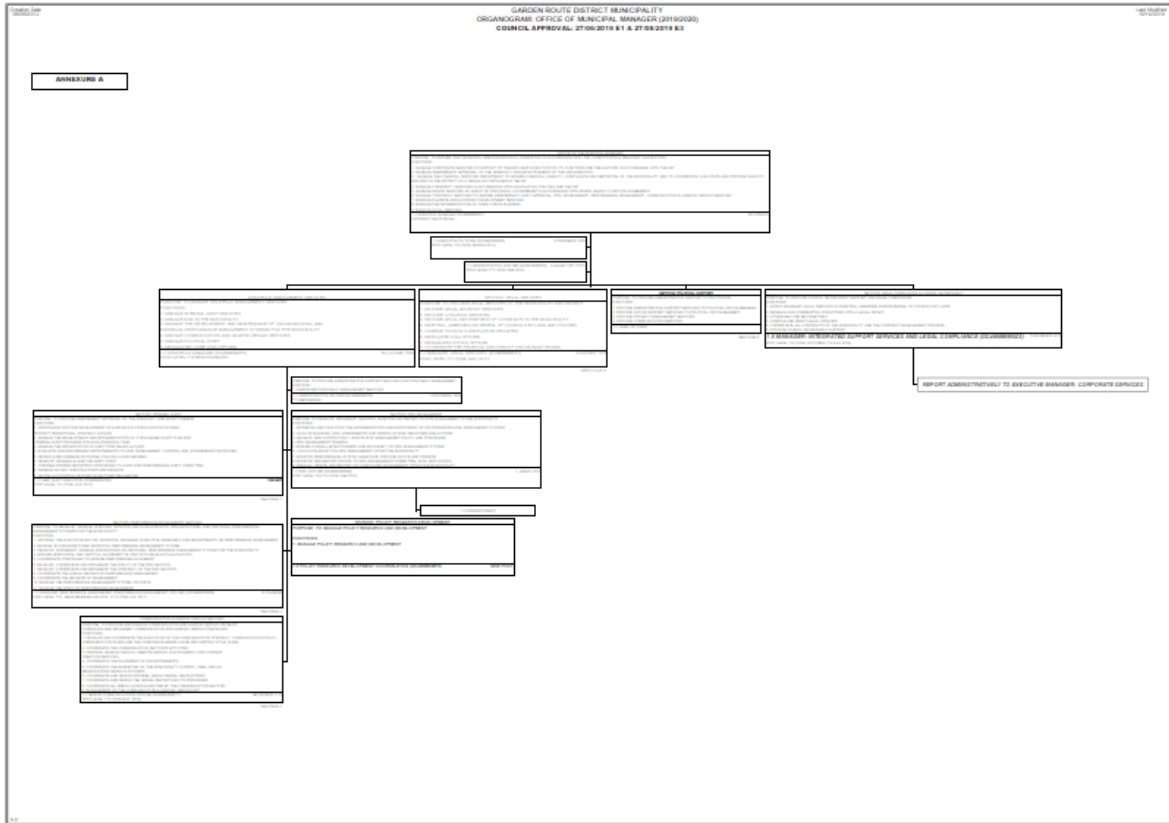
1. Sesokuba isiphakamiso sesimo sezolawulo sika 2019/2019 soMasipala Wesithili se Garden Route siqwalaselwe.

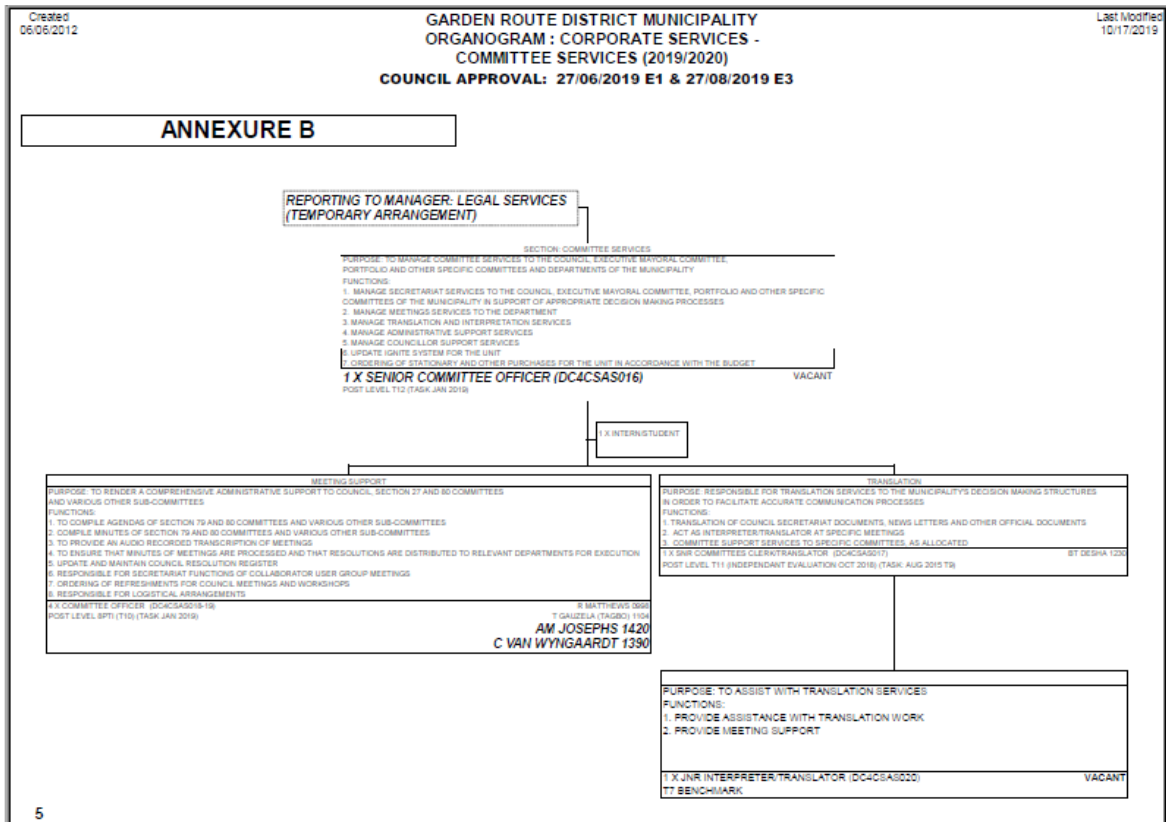


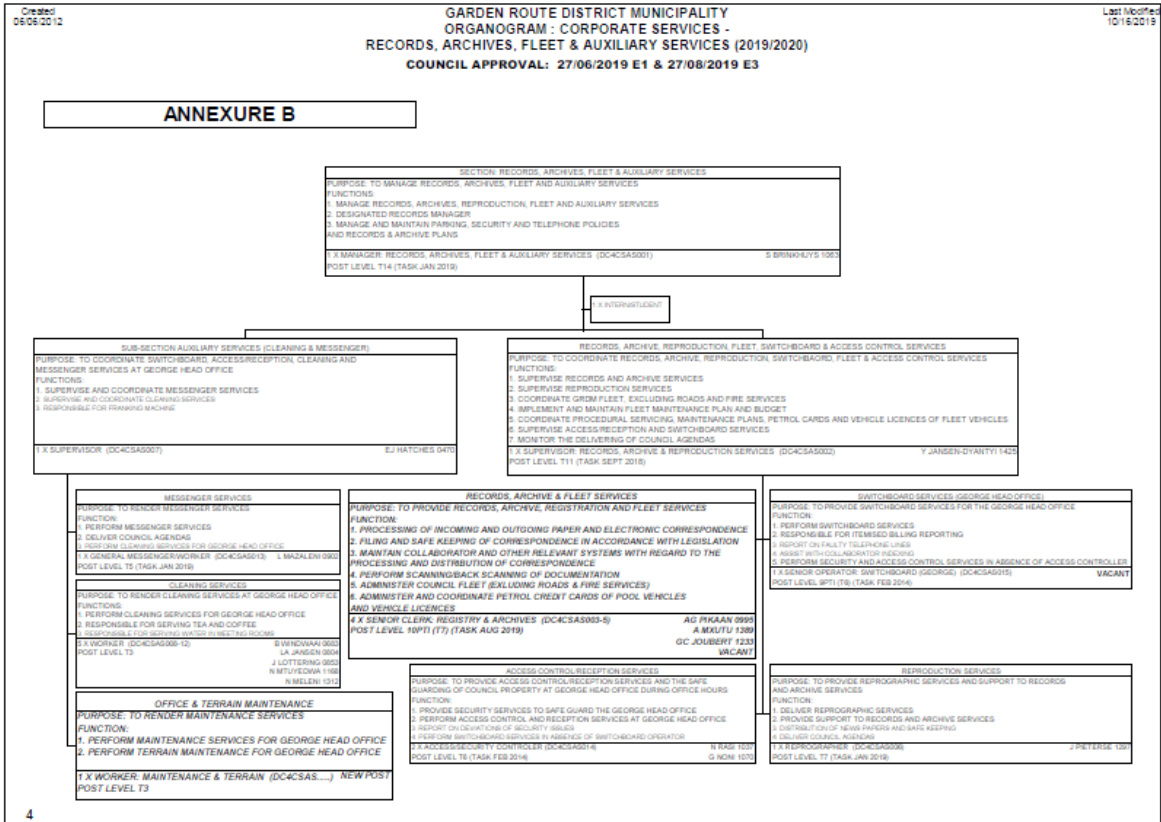
2. Sesokuba iBhunga liphumeze isimo sezolawulo sika 2019/2020 soMasipala Wesithili se Garden Route.

**ANNEXURES**

**ANNEXURES A AND B**






[BACK TO AGENDA](#)

**AMENDMENTS TO THE SECTION 80 COMMITTEE MEETING SCHEDULES / WYSIGING VAN  
DIE ARTIKEL 80 KOMITEEVERGADERING SKEDULES / ULUNGISO KULUHLU  
LWEENTLANGANISO ZOMHLATHI 80**

(4/1/2)

11 October 2019

**REPORT FROM THE EXECUTIVE MANAGER: CORPORATE SERVICES (T HOLTZHAUSEN)**

**PURPOSE OF THE REPORT**

For Council to consider amending the Section 80 meetings schedule for Garden Route District Municipality.

**BACKGROUND / DISCUSSION**

The Section 80 Committee meetings of Garden Route District Municipality are currently scheduled to take place every six weeks as per approved meeting schedule of Council.

At a recent Governance Committee meeting that took place in August 2019, the committee resolved to recommend to Council that amendments to the schedules of Section 80 committee as follows:

***That all the Section 80 Committees to be scheduled on the same day.***

All Councillors will receive all the agendas of all the Section 80 Committees for perusal and information and will be able to participate in all the Section 80 Committee of Council during the scheduled dates.

This practice can assist with finding suitable dates for Section 80 Committees meeting and avoid double bookings of meetings by other municipalities and assist with quorums for such meetings.

This practice has been successfully implemented at the Mossel Bay Municipality.

### **FINANCIAL IMPLICATIONS**

None

### **RELEVANT LEGISLATION**

Rules of Order for the Procedures and Maintenance of Order at Meetings of Council

The Constitution of the Republic of South Africa, Act No. 108 of 1996

Local Government Municipal Structures Act 117 of 1998

Local Government Municipal Systems Act 32 of 2000

### **UITVOERENDE OPSOMMING**

*Die Artikel 80 Komiteevergaderings van die Raad vind elke ses weke plaas. Tydens 'n onlangse Huiskomiteevergadering het die komitee besluit om die volgende aanbeveling aan die Raad vir goedkeuring voor te lê:*

***Dat al die Artikel 80 Komiteevergaderings geskeduleer word om op dieselfde dag plaas te vind.***

### **RECOMMENDATIONS**

1. That Council considers amending the current meeting schedule for Section 80 Committees.
2. That all the Section 80 Committee Meetings of the Garden Route District Municipality be scheduled to take place on the same day.
3. That implementation of this practice will commence in 2020.

### **AANBEVELINGS**

1. *Dat die Raad oorweeg om die huidige vergaderskedsule van die Artikel 80 Komitees te wysig.*
2. *Dat al die Artikel 80 Komiteevergaderings van die Garden Route Distriksmunisipaliteit geskeduleer word om op een dag plaas te vind.*
3. *Dat die implementering van die praktyk in 2020 plaasvind.*

### **IZINDULULO**

1. Sesokuba iBhunga liqwalasele ukulungiswa koluhlu olukhoyo lwentlanganiso zeKomiti zoMhlathi 80.
2. Sesokuba zonke iNtlanganiso zoMhlathi 80 zoMasipala Wesithili se Garden Route zilungiselelwe ukubanjwa ngemini enye.
3. Sesokuba ukumiselwa kwalendlela yokusebenza kuqale ngo 2020.

**BACK TO AGENDA**

**RESTRUCTURING OF SECTION 79 AND 80 COMMITTEES / HERSAMESTELLING VAN ARTIKEL 80 EN 79 KOMITEES / ULUNGELELWANISO LWEKOMITI ZOMHLATHI 79 KUNYE 80**

(4/1/2/4/12)

17 October 2019

**REPORT FROM THE EXECUTIVE MANAGER: CORPORATE SERVICES (B HOLTZHAUSEN)**

**PURPOSE OF THE REPORT**

To recommend the approval for restructuring of Committees in terms of Sections 79 and 80 of the Local Government: Municipal Structures Act, 1998 (Act 117 of 1998).

**BACKGROUND**

A vacancy occurred on the Financial Services Portfolio Committee as a result of Cllr D Xego that ceased to hold office since 02 September 2019.

Cllr BHJ Groenewald served on the District Economic Development and Tourism Portfolio, Corporate Services, MPAC, Local Labour Forum, Workplace & Restructuring and Basic Conditions of Service committees respectively. During a Special Council meeting dated 13 June 2019, Cllr BHJ Groenewald was elected as Speaker, which resulted in a vacant position on the respective committees as mentioned above.

Section 79 of the Structures Act reads as follows:

- (1) "A municipal council may –
  - (a) establish one or more committees necessary for the effective and efficient performance of any of its functions or the exercise of any of its powers;
  - (b) appoint the members of such a committee from among its members; and
  - (c) dissolve a committee at any time.
- (2) The municipal council –
  - (a) must determine the functions of a committee;
  - (b) may delegate duties and powers to it in terms of Section 32;
  - (c) must appoint the chairperson;



(d) may authorize a committee to co-opt advisory members who are not Lids of the council within the limits determined by the council;

(e) may remove a member of a committee at any time; and

(f) may determine a committee's procedure."

### **RELEVANT LEGISLATION**

Sections 79 and 80 of the Local Government: Municipal Structures Act, 117 of 1998

### **FINANCIAL IMPLICATIONS**

None

### **UITVOERENDE OPSOMMING**

'n Vakature het ontstaan by die Finansiële Dienste Portefeuljekomitee as gevolg van Rdl D Xego wat op 02 September 2019 bedank het as Raadslid.

Rdl BHJ Groenewald het onderskeidelik by die Ekonomiese Ontwikkeling en Toerisme, Korporatiewe Dienstes, MPAC en die Plaaslike Arbeidsforum, Werksplek en Herstrukturering en Basiese Diensvoorwaardes komitees gedien. Tydens 'n Spesiale Raadsvergadering op 13 Junie 2019 is Rdl BHJ Groenewald tot Speaker verkies, wat gelei het tot 'n vakante posisie in die onderskeie komitees soos hierbo genoem.

### **RECOMMENDATION**

That the Chief Whips of the respective political parties submit names to replace Cllr D Xego and Cllr BHJ Groenewald on all the respective Section 79 and 80 Committees.

### **AANBEVELING**

Dat die Hoofswepes van die politieke partye name verskaf om Rdl D Xego en Rdl BHJ Groenewald te vervang op die onderskeie Artikel 79 en 80 Komitees.

### **ISINDULULO**

Sesokuba Ababhaxeshi Abazintloko bemibutho yezopolitiko banikezele ngamagama ooceba abazakungena endaweni ka Ceba D Xego kunye ne Ceba BHJ Groenewald kuzo zonke iKomiti zoMhlathi 79 kunye 80.

**ANNEXURE A**

**List of Sections 79 and 80 Committees as at 04 February 2019**

**GARDEN ROUTE DISTRICT MUNICIPALITY – SECTION 79 & 80 COMMITTEES: AS AT 22 OCTOBER 2019**

RESPONSIBLE COMMITTEE OFFICER, DAY & TIME OF MEETINGS	BONISILE	REHANA	REHANA	BONISILE	REHANA	TANDO	TANDO
	ROADS & TRANSPORT PLANNING SERVICES: MON @ 14:00	FINANCIAL SERVICES: TUES @ 10:00	PLANNING & ECONOMIC DEVELOPMENT SERVICES: TUES @ 14:00	COMMUNITY SERVICES: WED @ 10:00	PROPERTY /ASSET MANAGEMENT WED @ 14:00	CORPORATE SERVICES: THUR @ 10:00	STRATEGIC SERVICES: THUR @ 14:00
<b>FUNCTIONS</b>	Roads & Maintenance Integrated Transport Planning RRAMS	Income and Expenditure Supply Chain BTO Revenue Management Asset Management Stores Financial Statements / GRAP Statements	Regional Economic Development Tourism / Arts and Culture Youth (EPWP) Rural Development Job Creation	Fire and Rescue / Disaster Management / Municipal Health / Environmental Management (Waste Management/Air Quality) Call Centre Spatial Development & Planning	Property Planning & Maintenance Resorts Strategic / Investment Properties	HR Dev Committee Services Legal Services Auxilliary Services ICT Services Fleet Management	IGR Communications IDP Public Participation Information Shared Services Funding Mobilization Regional Bulk Infrastructure Planning Strategic Properties (for noting only)
<b>CHAIRPERSON</b>	RE Spies	JC Lambaatjeen	RH Ruiters	KS Lose	JP Johnson	I Stemela	E Meyer
<b>DEPUTY CHAIR</b>	JP Johnson	RE Spies	KS Lose	E Meyer	I Stemela	RH Ruiters	JC Lambaatjeen
<b>EXE MANAGER</b>	J Daniels	J-W De Jager	L Menze	C Africa	L Menze	B Holtzhausen	L Menze

<b>DA</b>	T Van Rensburg D Saayman BN Van Wyk	B Van Wyk RR Wildschut L Tyokolo	SF May EH Stroebeel <b>VACANT</b>	RR Wildschut L Tyokolo JL Hartnick	SF May A Windvogel EH Stroebeel	RGS Figland <b>VACANT</b> AJ Rossouw	RGS Figland JL Hartnick D Saayman
<b>ANC</b>	NF Kamte PJ Van der Hoven	IT Mangaliso <b>VACANT</b>	S De Vries A Tsengwa	CN Lichaba K Windvogel	NF Kamte MP Mapitiza	T Teyisi SS Mbandezi	NC Jacob MP Mapitiza
<b>ICOSA</b>				T Fortuin		T Fortuin	T Fortuin
<b>PBI</b>		V Gericke	V Gericke		V Gericke		
<b>TOTAL</b>	<b>7</b>	<b>8</b>	<b>8</b>	<b>8</b>	<b>8</b>	<b>8</b>	<b>8</b>

**GARDEN ROUTE DISTRICT MUNICIPALITY – SECTION 79 & 80 COMMITTEES: AS AT AS AT 04 FEBRUARY 2019**

	REHANA	MANAGER LEGAL			REHANA	TANDO		LEGAL ADVISOR
	BUDGET STEERING	APPEALS COM	GOVERNANCE	MPAC	TRAINING & DEV	OCCUPATIONA L HEALTH & SAFETY COMMITTEE	LOCAL LABOUR FORUM	DISCIPLINARY COMMITTEE
<b>CHAIR</b>	JC Lambaatjeen		<b>VACANT</b>	CN Lichaba	S De Vries	<b>V Gericke</b>	<b>Labour</b>	
<b>DA</b>	RE Spies	E Meyer RH Ruiters JL Hartnick	RE Spies	AJ Rossouw <b>VACANT</b> EH Stroebel BN Van Wyk	RE Spies RGS Figland	D Saayman	<b>VACANT</b> D Saayman RE Spies	L Stroebel D Saayman T Van Rensburg
<b>ANC</b>	D Xego	PJ Van der Hoven	PJ Van der Hoven	IT Mangaliso		NF Kamte	T Teyisi PJ Van Hoven SS Mbandezi	MP Mapitiza CN Lichaba
<b>ICOSA</b>	T Fortuin		T Fortuin	T Fortuin				T Fortuin
<b>PBI</b>		V Gericke	V Gericke				V Gericke	
<b>MANAGEMENT</b>							Municipal Manager B Holtzhausen	
<b>UNIONS</b>					2 Imatu 2 Samwu	2 Imatu 2 Samwu	5 Samwu 3 Imatu	

**GARDEN ROUTE DISTRICT MUNICIPALITY – SECTION 79 & 80 COMMITTEES: AS AT 22 OCTOBER 2019**

	<b>WORKPLACE &amp; RESTRUCTURING</b>	<b>BASIC CONDITIONS OF SERVICES</b>	<b>HUMAN RESOURCE DEV COMMITTEE</b>	<b>AUDIT COMMITTEE</b>
<b>CHAIR</b>				<b>Dr A Potgieter</b> Adv D Block Mr G Stenekamp Ms N Bulabula
<b>DA</b>	D Saayman <b>VACANT</b> RH Ruiters	<b>VACANT</b> E Meyer RH Ruiters	I Stemela JP Johnson RS Figland	
<b>ANC</b>	MP Mapitiza	S De Vries	IT Mangaliso	
<b>ICOSA</b>				
<b>PBI</b>				
<b>SAMWU</b>	B Desha B Ntozini	K Plaatjies N Sthunda	V Maxim/Bantam M April	
<b>IMATU</b>	H Herwels R Dyantyi	P Koopman	P Koopman	

**OTHER COMMITTEES**

	<b>Public Transport Council representatives</b>	<b>Road Agency</b>	<b>District Assessment Committee (DAC)</b>
	<b>Chairperson of Infrastructure</b>	<b>Chairperson of Infrastructure</b>	<b>Chairperson of District Economic &amp; Tourism Committee</b>
<b>DA</b>	RE Spies	RE Spies	RH Ruiters
<b>ANC</b>	NF Kamte	PJ Van der Hoven	S De Vries
<b>ICOSA</b>	T Fortuin		
<b>PBI</b>			

<b>BACK TO AGENDA</b>
-----------------------

SPECIAL COUNCIL

22 OCTOBER 2019

**REPORT ON THE MUNICIPAL ELECTRICITY MASTER PLAN/ *VERSLAG RAKENDE DIE  
MUNISIPALE ELEKTRISITEIT MEESTERSPLAN/ INGXELO MALUNGA NESICWANGCISO  
ESINGUNDOQO SOMASIPALA NGEZOMBANE***

(17/2/R)

10 October 2019

**REPORT FROM EXECUTIVE MANAGER PLANNING AND ECONOMIC DEVELOPMENT (L  
MENZE): PROJECT MANAGEMENT UNIT MANAGER (P DONGI)**

**PURPOSE OF THE REPORT**

To inform Council of the progress made and initiatives undertaken regarding the proposed district-wide approach to sustainability and energy security.

**BACKGROUND**

Council will recall that management was tasked with the responsibility of ensuring energy security in the region. Subsequent to this management embarked on a number of initiatives that included the establishment of the Garden Route Green Energy Forum and applications for funding to develop district-wide master plans. This process was necessitated by the fact that the current situation in terms of energy requirements of the region is not sustainable and therefore management had to creatively identify sources of funding to ensure that the region is better prepared for the future. This is also in line with the new approach by the national government of focusing on district approach to service delivery.



## **MUNICIPAL ELECTRICITY MASTER PLAN (MEMP) DEVELOPMENT SUPPORT**

### **Context**

The sustainable energy transition introduces new challenges and opportunities for municipalities, with requisite changes in business models and tariffs.

Similar to the national level Integrated Resource Plan (IRP) undertaken by the Department of Energy (DoE), the creation of Municipal Electricity Master Plans (MEMPs) is a critical foundation to empower municipalities to determine what type, when and the boundary conditions to procure/enable energy solutions. Such MEMPs form the business case for the municipal role in the sustainable energy transition, leveraging municipal competencies and integrating spatially dependent local resources and opportunities.

There are 8 metropolitan municipalities and 22 district municipalities in South Africa. The proportion of South Africa's population living in metropolitan municipalities is ≈40% (21.8 million in 2016) with energy end-use in these metropolitan areas being 45-55% of South Africa's total energy demand. District municipalities represent the remaining 60% of the South African population (34.1-million) and represent a diverse mix of demographics, energy supply and end-use.

Municipal revenues are highly dependent on electricity sales, which comprised ≈30% (R101.5-billion) of total revenue (R356.0-billion) in 2016/17. This share of municipalities' revenue has also been relatively consistent (for more than a decade) but has increased in absolute terms since 2005/06. This revenue has also historically been used to cross-subsidise other services and is thus an important revenue stream for municipalities (reduced margins between purchases and sales). The provision of affordable, accessible and available electricity by municipalities is an important mandate and thus a demonstration of what an informed MEMP could do for municipalities is critical.

Hence, as part of this call, the following classes of municipalities can be supported:

1. One (1) metropolitan municipality or district municipality; or
2. Two (2) metropolitan municipalities; or

3. Two (2) district municipalities;

### **Benefits for the municipality**

The participating metropolitan and/or district municipality will receive the following:

- A Municipal Electricity Master Plan (MEMP) will form the business case for the municipal role in sustainable energy transition and integrate with national level energy planning as undertaken by DoE.
- Leverage municipal competencies whilst using spatially dependent local resources for local benefit.
- Complement national level energy planning undertaken by DoE and inform the role of local government in the energy transition.
- Answer a range of pertinent questions:
  - What type of energy to procure/enable?
  - When to procure/enable energy?
  - Where to procure/enable energy?
- Ensure an understanding of the boundary conditions for procurement.
- Capacitate interested Metropolitan municipality and/or District municipality to develop MEMPs in future by undertaking the necessary energy planning and/or co-ordinating the necessary stakeholder engagement to better inform future MEMPs (depending on municipality interest).

### **Update**

GRDM applied for this programme and was successful in getting the grant funding to develop the district electricity master plan. Therefore the report seeks Council approval to authorise the Municipal Manager to enter into a Memorandum of Agreement and also sign a Project Specific Contract with **The Council for Scientific and Industrial Research** (CSIR)

### **FINANCIAL IMPLICATIONS**

No financial implications

### **RELEVANT LEGISLATION**

- The Constitution of the Republic of South Africa – Sections 24(b)(iii), 25(8) & 27(1)(b)
- Local Government Municipal Structures Act, 1998 (Act 117 of 1998) - Sections 84(1)(c) and (k)
- National Energy Act, 2008 (Act 34 of 2008)

### **UITVOERENDE OPSOMMING**

*Die doel van die verslag is om die raad in te lig oor die vordering en inisiatiewe wat met die voorgestelde distrikswe benadering tot volhoubaarheid en energiesekeuriteit onderneem is.*

*Die Raad sal onthou dat die bestuur die verantwoordelikheid gehad het om energiesekeuriteit in die streek te verseker. Na hierdie bestuur is 'n aantal inisiatiewe aangepak wat die instelling van die Garden Route Green Energy Forum insluit en aansoeke om finansiering om distrikswe meesterplanne te ontwikkel. Die proses is genoodsaak deurdat die huidige situasie, ten opsigte van die energie-behoeftes van die streek, nie volhoubaar is nie en dat die bestuur dus bronne van finansiering kreatief moes identifiseer om te verseker dat die streek beter voorbereid is vir die toekoms. Dit strook ook met die nuwe benadering deur die nasionale regering om op die distriksbenadering tot dienslewering te konsentreer.*

### **RECOMMENDATIONS**

1. That Council approves and authorises the Municipal Manager to enter into a Memorandum of Agreement (MoA) on behalf of Council with CSIR;
2. That Council supports the intention of the District Municipality to promote economic growth through co-ordinated regional planning and energy security;
3. That the local municipalities in the district be approached by management to support this initiative.

**AANBEVELINGS**

1. *Dat die Raad die Munisipale Bestuurder magtig om namens die Raad met die WNNR 'n MOA aan te gaan;*
2. *Dat die Raad die voorneme van die Distriksmunisipaliteit om ekonomiese groei te bevorder deur gekoördineerde streeksbeplanning en energiesekeuriteit ondersteun;*
3. *Dat die plaaslike munisipaliteite in die distrik deur die bestuur genader word om hierdie inisiatief te ondersteun.*

**IZINDULULO**

1. Sesokuba iBhunga liphumeze kwaye livumele uMphathi Masipala ukuba angenele kwisiVumelwano Sokuqondana egameni leBhunga nabakwa CSIR.
2. Sesokuba iBhunga lixhase injongo zoMasipala Wesithili sokuphucula uhlumo loqoqosho ngokubamba izicwangciso zengiqngqi kunye nokhuseleko lwezamandla.
3. Sesokuba ooMasipala basekuhlaleni kwisiThili kuqhagamshelwane nabo ngabaphathi ukuze baxhase eliphulo.

**ANNEXURES**

1. **Grant Approval Letter**
2. **Draft Memorandum of Agreement**
3. **Draft Project Specific Contract**



German Development Corporation (GIZ)  
Office, Pretoria  
Hatfield Gardens, Block C  
333 Grosvenor Street  
Hatfield 0028, Pretoria  
South Africa

Date: 27 August 2019

Dear Mr de Jaeger,  
dear Mr Dongi

**Re: Municipal Electricity Master Plan Development support**

Thank you for your application for Municipal Electricity Master Plan (MEMP) Development support programme under SAGEN-3.

The selection of municipalities is based on the selection criteria in the invitation for support linked to the capacity of the applicant municipality to develop and implement the MEMP, as well as the need of the applicant municipality. The intended outcome of this project shall further extend the learnings of this support to other municipalities once it is concluded.

We would like to congratulate **Garden Route District Municipality** for being selected and you will progress to the next stage of the process, which involves concluding on a Memorandum of Agreement (MoA) and Project Specific Agreement (PSA) to set out enable project and funding arrangements to enable project commencement.

**As next steps**

- Garden Route District Municipality and the SAGEN-3 implementing partner, Council for Scientific and Industrial Research (CSIR) will negotiate and sign the template Memorandum of Agreement (MoA) and Project Specific Agreement (PSA) provided as part of the invitation for support.
- The timeline expected to finalise negotiations and sign the MoA and PSA is **3 calendar months** from this notification letter i.e. **by 26 November 2019**. It is appreciated that these timelines are tight, but they are premised on Garden Route District Municipality's support for the project and the need to proceed with implementation by the end of this calendar year. Should you feel the timeline is not sufficient, Garden Route District Municipality is advised to inform the project team as soon as possible.
- Both Garden Route District Municipality or CSIR reserve the right to assess negotiation progress at **1.5 calendar months** i.e. **by 14 October 2019**. If insufficient progress has been made at this point on the MoA and/or PSA, either party can choose to reconsider the negotiations and the project team are then at liberty to engage with other short-listed municipalities.

In cooperation with:





We look forward to working with Garden Route District Municipality and will be in contact soon to make the necessary arrangements for the MoA and PSA negotiations.

Please acknowledge receipt of this notification letter by responding to the project team confirming such by **6 September 2019**.

For any other queries, please email Sebastian Glaeser ([sebastian.glaeser@giz.de](mailto:sebastian.glaeser@giz.de)).

Regards

Dr. Sascha Thielmann  
Programme Director

South African - German Energy Programme (SAGEN)

German International Cooperation  
Deutsche Gesellschaft für Internationale Zusammenarbeit (GIZ) GmbH

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E: [sascha.thielmann@giz.de](mailto:sascha.thielmann@giz.de)

In cooperation with:



energy  
Department:  
Energy  
REPUBLIC OF SOUTH AFRICA



**MEMORANDUM OF AGREEMENT ("MOA")**

Made and entered into between

**[MUNICIPALITY NAME]**

a municipality established in terms of section 12(1) of the Local Government  
Municipal Structure Act 117 of 1998, herein represented by  
**[AUTHORISED MUNIICIPALITY INDIVIDUAL]** in his/her capacity as the  
**[AUTHORISED POSITION]** for  
**[THE MUNICIPALITY]**, and he being duly authorised thereto

(Hereinafter referred to as "**[MUNICIPALITY NAME]**" / the Municipality)

and

**The Council for Scientific and Industrial Research**

a statutory council established in terms of the Scientific Research Council Act, 1988  
(Act No. 46 of 1988), herein represented by  
**[AUTHROISED INDIVIDUAL]**  
in his/her capacity as  
**[AUTHROISED POSITION]**  
for CSIR, and he/she being duly authorized thereto

(Hereinafter referred to as "the CSIR")

(Individually referred to as "Party" and collectively as "Parties")

## **PREAMBLE**

### **WHEREAS:**

- The CSIR has been enacted to conduct directed multi-disciplinary research and technological innovation, to foster industrial and scientific development either by itself, or in partnership with public and private sector institutions, to contribute to the improvement of the quality of life of the people of South Africa;
- The CSIR has conducted work and research on the national energy mix, which could assist municipalities in the creation of an energy master plan that informs the optimal procurement of alternative energy sources and the related technical and economic aspects of such. This master plan would ensure that the needs of local communities are met and CSIR fulfils its mandate;
- In general municipalities are mandated to ensure all citizens receive the services they need to satisfy their basic needs. Municipalities must also promote the Bill of Rights, which reflects the nation's values regarding human dignity, equality and freedom, and uphold the principles enshrined in the Constitution of the Republic of South Africa, 1996;
- In order for the Municipality to give priority to the basic needs and socio-economic development of local communities and to fulfil its basic constitutional mandate, the Municipality has in consultation and engagement with the CSIR requested the CSIR to provide technical and/or strategic support regarding the Municipality's development processes which are critical in service delivery and also that the Municipality ensure that its planning efforts are better coordinated and integrated with the provincial and national sector departments;
- The Parties, recognising the synergy between them, wish to collaborate in the areas identified in the Institutional Framework as listed and described in Annexure "A", which list is not exhaustive, and wish to record their agreement in respect of such collaboration in writing;
- The Parties intend to support research and development in the Field through providing/soliciting funds for strategic projects in this Field on a project by project basis;



- CSIR houses the Energy Centre as a focal point for its energy research. This centre amongst many other units at CSIR will be pivotal in the interaction between the Parties.

## **PURPOSE**

The purpose of this Agreement is to define the basis for the contractual obligations between the Parties in areas of research and consulting concerning Energy and the Parties have agreed to the following:

- 1.1 To explore the areas of Collaboration/co-operation and potential projects identified in Annexure "A";
- 1.2 To enter into separate Agreements ("Project Specific Agreements") when necessary for research and consulting projects where details of scope, deliverables and costs will be provided. It is noted that Annexure "A" lists the areas of collaboration that will require separate Project Specific Agreements, which list is not exhaustive and may include other areas of collaboration, subject to the same being recorded in writing, agreed to and signed for by both Parties;
- 1.3 Notwithstanding the focus of this Agreement on the field, if opportunities are identified for collaboration in other areas of common interest, these will be explored.

## **SCOPE OF THIS AGREEMENT**

- 1.4 The Parties enter into this Agreement as independent contractors and nothing herein contained shall be construed as establishing a partnership or joint venture between the parties, nor may any party profess to represent the other Party, save with the written consent of the other Party.
- 1.5 The Parties retain the right to enter into contractual arrangements with third parties for the execution of specific projects. Nothing in this agreement shall be prejudicial to such arrangements.
- 1.6 Except as expressly set out in this Agreement, neither Party shall have any obligation to the other unless and until such obligations are set out in a Project Specific Agreement signed by both Parties. It is understood that this Agreement constitute a legally binding Agreement.

**CORRUPTION, COMMISSION**

- 1.7 The Parties will ensure that their associated persons will: (1) conduct business in compliance with all applicable laws and regulations (including the Prevention and Combating of Corrupt Activities Act 12 of 2004 (PACCA) and any other South African corruption, fraud and anti-bribery legislation); and (2) will not be complicit in any bribery, corruption or dishonest business practices.
- 1.8 The Parties warrants and represents to each other that neither Party nor any of their staff:
- (a) has given, offered or agreed to give or accepted, any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of any agreement or for showing or forbearing to show favour or disfavour to any person or entity in relation to any agreement; or has entered into any agreement in connection with which commission has been paid or agreed to be paid by or to The Municipality/The CSIR or their staff or on their behalf or their knowledge unless, before such agreement was made, particulars of any such commission and of the terms of any agreement for the payment of such commission were disclosed in writing to The Municipality/ The CSIR both of whose written consent was subsequently given to such payment.
- 1.9 Neither Party nor any of their staff shall accept for their own benefit any trade commission, discount or similar payment or benefit in connection with this agreement.

**NOW THEREFORE THE PARTIES HEREBY AGREE AS FOLLOWS:****1. PREAMBLE**

The Preamble shall form an integral part of the agreement between the Parties for purposes of any interpretation of the Agreement.

**2. DEFINITIONS AND INTERPRETATIONS**

The headings of the clauses in this agreement are for the purpose of convenience and reference only and shall not be used in the interpretation nor to modify nor amplify the terms of this agreement nor any clause hereof, unless a contrary intention clearly appears:

In this agreement, words importing:

- a) any one gender includes the other gender;

- b) the singular includes the plural and vice versa; and
- c) persons include natural persons and juristic persons (incorporated or unincorporated) and the state;

In this agreement, unless the context clearly indicates otherwise, the following words and/or phrases shall have the following meanings:

- 2.1 **"Agreement/This Agreement"** shall mean this memorandum of agreement and any/all Annexure(s) attached thereto;
- 2.2 **"Bilateral Committee"** shall mean the Committee of CSIR and The Municipality representatives, as constituted under section 6 of this agreement, that will meet to discuss potential Bilateral Projects as defined in Annexure A of this agreement and shall be responsible for the management of this Agreement;
- 2.3 **"Bilateral Project/s"** shall mean such projects in the field as may be identified, considered and approved by the Bilateral Committee from time to time, and for which Projects The Municipality and the CSIR have agreed to co-operate and thus secure the necessary funding, on the basis that Project Specific Agreements for Bilateral Projects will be concluded between the CSIR and The Municipality from time to time in writing on an individual Project basis and as such, funding contributions will vary;
- 2.4 **"Confidential Information"** Shall mean information that (a) relates to information regarding the Disclosing Party's past, present or future research, development, business activities, products, services and technical knowledge, relating to this Agreement, and (b) either has been identified in writing as confidential (As used herein, the Party disclosing the Confidential Information is referred to as the Disclosing Party' and the Party receiving the Confidential Information is referred to as 'the Recipient' or 'the Receiving Party');
- 2.5 **"Institutional Framework"** shall mean the Parties' Institutional Framework for co-operation attached hereto and marked Annexure "A";
- 2.6 **"Effective Date"** shall mean the date of signature of the Agreement by the Parties;
- 2.7 **"Funds"** shall mean such monies as may, from time to time, be approved by The Parties for projects under the Institutional Framework and in line with the provisions of the Public Finance Management Act, Acts No 1 and 29 of 1999 as well as the Treasury Regulations issues thereunder from time to time;

- 2.8 **"Intellectual Property"** shall mean any and all technical or commercial information, including, but not limited to the following: chemical structures; biological or chemical information; manufacturing technique and designs; specifications and formulae; data, systems and processes; production methods; trade secrets; financial and marketing information; patents, trademarks, designs, inventions, know-how and copyright, including but not limited to, copyright in documentation (text) or computer/software programmes or other intellectual property relating to any Bilateral Project/s conducted (emanating from or as a result of) under this Agreement;
- 2.9 **"Projects Coordinators"** shall mean the persons jointly appointed by both The Municipality and the CSIR for purposes of coordinating any specific Bilateral Projects;
- 2.10 **"Terms of Reference (TOR)"** such document shall mean a document containing the scope of work, deliverables, timeframes and budget to be approved and signed by the Bilateral Committee and to be incorporated in Project Specific Agreement;
- 2.11 **"The Parties"** shall mean the CSIR and The Municipality and "Party" refers to each individually;

### 3. **COSTS**

- 3.1 Each Party will bear its own expenses and costs incurred in connection with this Agreement and any due diligence and information gathering with regard to this Agreement, including the negotiation and finalisation of Project Specific Agreements.

### 4. **STATUS AND DURATION OF THE AGREEMENT**

- 4.1 This Agreement shall commence on the Effective Date and shall continue for a period of three (3) years, unless terminated earlier as provided herein.
- 4.2 The Parties hereto have an option to renew this Agreement, and consent to communicating their intention of renewal to each other at least 2 (two) months prior to the termination date of the Agreement. The terms and conditions for renewal, if any, shall be negotiated and agreed to by the Parties, and be reduced to writing.

## 5. DUTIES OF THE PARTIES

- 5.1 The Parties undertake to create Terms of Reference for Bilateral Projects, where applicable, containing the scope of work, deliverables, timeframes and budget which Terms of Reference must be approved and signed off by the Bilateral Committee before effect is given to it.
- 5.2 The Funds shall be made available by The Municipality and the CSIR on a project per project basis and as agreed in a separate Bilateral Project Specific Agreement.
- 5.3 The Parties shall appoint Project Coordinators in respect of Bilateral Projects to provide assistance as agreed from time to time.
- 5.4 Both Parties undertake to comply with the provisions of the Agreement and likewise undertake to comply with all applicable legislation, specifically, but without limitation, the Public Finance Management Act (Act No.1 of 1999) and the regulations and directives issued in terms thereof, as well as the Preferential Procurement Policy Framework Act, Act No 2 of 2000 and the regulations and directives issued in terms thereof.
- 5.5 Both Parties shall disclose to the other any other source of funding and/or income (including donor funding) specifically related to Bilateral Projects performed under the Agreement.
- 5.6 Financial accountability shall be detailed in each Project Specific Agreement.

## 6. INSTITUTIONAL AND MANAGERIAL ARRANGEMENTS

- 6.1 A Bilateral Committee will be constituted, which will consist of the following representatives.
  - 6.1.1 Three (3) permanent members will be appointed by The Municipality and three (3) permanent members will be appointed by the CSIR.
  - 6.1.2 A Chairperson shall be appointed at the first Bilateral Committee meeting.
- 6.2 Chairpersonship of the Bilateral Committee shall rotate between The Municipality and the CSIR on an annual basis. The rotation shall be decided at the first Bilateral Committee meeting.

- 6.3 Decisions taken by the Bilateral Committee shall be on a consensus basis. Where the Committee is unable to reach consensus on a matter, the Chairperson shall not have the decisive vote. In the absence of unanimity, the question at issue will be referred to the Executive Officers / Senior Management of each of the Parties, or their duly designated representatives, for a decision. In the event of failure of the Executives Officers/Senior Management (or such designated representatives) to reach agreement within 30 (thirty) days after referral of the matter to them, the matter will be dealt with in accordance with clause 10 below.
- 6.4 The Party chairing a specific meeting of the Bilateral Committee shall convene such meeting; prepare the agenda in consultation with the other party; and ensure that minutes, reflecting key decisions, are kept and distributed to the individual representatives of the committee within a reasonable time following every such meeting and provide a secretariat.
- 6.5 There shall be a quorum at the Bilateral Committee meeting, when at least (2) representatives from the CSIR and (2) representatives from The Municipality are present, one of which from each Party must be a senior representative, at such a meeting.
- 6.6 The Parties have the discretion to increase or reduce the number of representatives by a written agreement between them.
- 6.7 Each Party has the right to remove and replace its permanent members on the Bilateral Committee at any time on written notice to the other parties.
- 6.9 In the event of the absence of an executive or senior representative, such representative must be represented by an alternate (proxy) who shall have the same rights and privileges as the representative.
- 6.10 The Bilateral Committee will have the following functions:
  - 6.10.1 To approve and certify as correct the Minutes of previous Bilateral Committee meetings;
  - 6.10.2 To make recommendations according to the objectives of the Institutional Framework;
  - 6.10.3 To recommend Bilateral Projects to each Party's approval authority;
  - 6.10.4 To appoint sub-committees as and when the need arises;

6.10.5 To do whatever else may be necessary in order to give full and proper effect to the objectives of the Agreement, including, but not limited, to the consideration of sub-contracting with third parties.

6.11 The Bilateral Committee will meet at least bi-annually, or more frequently as required.

## **7. BREACH AND TERMINATION**

7.1 In the event of any of the Parties a material breach of any of the terms and conditions of the Agreement, and remaining in default for a period of fourteen (14) days after receipt by it of written notice from the other party calling for such breach to be remedied, the party delivering such notice shall be entitled, without prejudice to any other rights it may have in terms of the Agreement or in law, to terminate the Agreement by written notice to that effect given to the other party.

7.2 Either Party may upon written notice of 90 days to the other cancel this Agreement.

7.3 Termination of the Agreement for whatever reason shall not absolve the parties from the obligation to observe the confidentiality measures and other restraints as set out herein.

## **8. CONFIDENTIALITY AND PUBLICATION**

8.1 The Receiving Party undertakes to ensure that all Confidential Information of the Disclosing Party is kept secure and strictly confidential and that only persons on a need to know basis shall have access to such Confidential Information.

8.2 The Receiving Party shall not disclose, without the prior written consent of the Disclosing Party, any of the Confidential Information of the Disclosing Party including, without limitation, any information relating to the Bilateral Projects, or the agendas/ minutes of Bilateral Committee meetings and Intellectual Property of the Disclosing Party, to any unauthorised third party.

8.3 The obligations of the Receiving Party pursuant to the provisions of this Agreement shall not apply to any Confidential Information that:

8.3.1 is known to, or in the possession of the Receiving Party prior to disclosure thereof by the Disclosing Party;

8.3.2 is or becomes publicly known, otherwise than as a result of a breach of this Agreement by the Receiving Party;

- 8.3.3 is developed independently of the Disclosing Party by the Receiving Party in circumstances that do not amount to a breach of the provisions of this Agreement;
  - 8.3.4 is disclosed by the Receiving Party to satisfy an order of a court of competent jurisdiction or to comply with the provisions of any law or regulation in force from time to time; provided that in these circumstances, the Receiving Party shall advise the Disclosing Party to take whatever steps it deems necessary to protect its interests in this regard and provided further that the Receiving Party will disclose only that portion of the Confidential Information which it is legally required to disclose and the Receiving Party will use its reasonable endeavours to protect the confidentiality of such Confidential Information to the greatest extent possible in the circumstances;
  - 8.3.5 is disclosed to a third party pursuant to the prior written authorisation and limited to the extent of such approval of the Disclosing Party;
  - 8.3.6 is received from a third party in circumstances that do not result in a breach of the provisions of this Agreement.
  - 8.3.7 It is intended that the results of the research arising from this Agreement should be published in accordance with normal academic practice. In order to protect the confidential information and any proprietary rights, neither Party may publish or publicly disclose the results of the research or any Confidential Information without the prior written consent of the other.
- 8.4 The Party who wishes to publish research arising from this Agreement as described in clause 8.4 shall submit to the other Party a copy of the proposed publication at least thirty (30) days in advance of the submission of the publication to a third party. If the non-publishing Party determines that the proposed publication discloses confidential or proprietary information that requires protection, that Party shall notify the other of this determination within thirty (30) days of receipt of the proposed publication. The non-publishing Party can require a delay of the publication, which delay shall not normally exceed three (3) months, or editing of the proposed publication, such editing not being deemed unreasonable by the Parties hereto.
- 8.5 If the Party, to whom a proposed publication has been submitted according to clause 8.5 fails to notify the submitting Party within thirty (30) days of receipt of the publication, then the submitting Party is free to submit or present the publication.



## 9. INTELLECTUAL PROPERTY

- 9.1 The ownership of any Intellectual Property ("Background Intellectual Property") owned by either Party prior to the Effective Date of this Agreement shall be and remain vested with that Party.
- 9.2 The ownership of and rights in and to any Intellectual Property emanating from a Bilateral Project/s ("Foreground Intellectual Property") shall be determined in the Bilateral Project Specific Agreements, and in full compliance with the provisions of the Intellectual Property Rights from Publicly Financed Research and Development Act (Act No. 51, 2008).

## 10. GOVERNING LAW AND DISPUTE RESOLUTION

- 10.1 This Agreement shall be governed by and construed in accordance with the laws of the Republic of South Africa.
- 10.2 In the event of any dispute arising from this Agreement, the Parties shall make every effort to settle such dispute amicably.
- 10.3 If the dispute is not capable of being settled between the Parties amicably, such dispute shall be elevated to the Senior Management of the Parties or their duly designated representatives for mediation purposes.
- 10.4 Should the dispute - despite such mediation - remain unresolved for a period of 30 (thirty) days after being so referred, either party may declare such dispute a formal intergovernmental dispute by notifying the other party of such declaration in writing, in which event the Parties will follow the procedure as outlined in Section 42 of the Intergovernmental Relations Framework Act, Act No 13 of 2005.
- 10.5 Should the dispute still remain unresolved, the dispute will be adjudicated by a competent court with jurisdiction to hear the matter.
- 10.6 Notwithstanding the provisions of this clause, any party shall be entitled to institute any proceedings for urgent interim relief arising out of or in connection with this agreement in the High Court of South Africa having jurisdiction over the Parties.

## 11. DOMICILIA AND NOTICES

- 11.1 THE PARTIES hereby choose *domicilium citandi et executandi* for all purposes in terms hereof as follows:

11.1.1 The CSIR

Meiring Naude Road  
 Scientia, Pretoria  
 Tel: 012 842 7264  
 For attention: Dr. Clinton Carter Brown

11.1.2 **[The Municipality Physical Address]**

11.2 Any party shall be entitled to change its *domicilium citandi et executandi* by giving written notice thereof to the other, provided that such change shall not take effect until receipt by such other party of such notice.

11.3 All notices to be given by hand by the Parties to each other in terms hereof shall be given to the aforesaid addresses by delivery thereto, or if by posting by prepaid registered mail, electronic mail, or by telefax to the following addresses:

11.3.1	The CSIR Address:	P O Box 395 Pretoria 0001
	Tel.:	+27 12 8427235
	Email:	lnelufulemugivhi@csir.co.za
	For attention:	Lusani Nelufule Mugivhi

**[The Municipality]**  
 Physical address: **[Address]**

Tel number: **[TEL]**  
 Email address: **[e-mail]**  
 Attention: **[Municipal Manager or equivalent]**

11.4 In the event of such posting unless and until the contrary is proved, the notice shall be deemed to have been received on the seventh day after such posting.

11.5 In the event of faxing or hand delivered notices, the notice shall be deemed to have been received on the date of faxing or delivery, unless the contrary is proved.

11.6 In the event of notices being sent via electronic mail, the notice shall be deemed to have been received on confirmation of a delivery report being sent to the sender.

**12. PERFORMANCE**

The Parties shall do all acts and sign all such documents as may be required from time to time in order to implement and carry out the terms and conditions of the Agreement.

**13. GENERAL**

- 13.1 This document and the Annexures thereto contain the entire agreement between the Parties in regard to the subject matter thereof and neither party shall be bound by any undertaking, representation or warranty not recorded herein or added hereto as provided herein.
- 13.2 No alteration, variation, addition or agreed cancellation of the Agreement shall be of any force or effect unless reduced to writing as an addendum to the Agreement and signed by the Parties or their duly authorised signatories.
- 13.3 No failure or delay on the part of either party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof, or the exercise of any other right, power or privilege. The rights and remedies herein expressly provided are cumulative and not exclusive of any rights or remedies, which the Parties would otherwise have.
- 13.4 If any clause or term of the Agreement should be invalid, unenforceable or illegal, then the remaining terms and provisions of the Agreement shall be deemed to be severable therefrom and shall continue in full force and effect unless such invalidity, unenforceability or illegality goes to the root of the Agreement.
- 13.5 Both parties shall pay their own costs relating to the preparation and settlement of the Agreement.
- 13.6 The Agreement shall be for the benefit of the Parties and may not be ceded or assigned in whole or in part by either party without the prior written consent of the other party, except that a party's interest shall be assignable without the consent of the other in pursuance of any merger, consolidation or reorganization or voluntary sale or transfer of all or substantially all the assigning party's assets where the merged, consolidated or reorganised corporation or entity resulting therefrom or the transferee of such sale or transfer has the authority and power effectively to perform that party's obligations to the other under the Agreement.

13.7 For the avoidance of doubt, the provisions of Clauses 8, 9, 10, 11 and 13, shall survive termination of the Agreement.

13.8 Should there be any conflict between the terms and provisions of the Agreement and Annexure A (attached hereto) the terms and provisions of the Agreement shall prevail

SIGNED AT ..... THIS ..... DAY OF ..... 2019

**AS WITNESSES:**

1. ....

2. ....  
.....  
for **CSIR**

SIGNED AT ..... THIS ..... DAY OF ..... 2019

**AS WITNESSES:**

1. ....

2. ....  
.....  
for **[THE MUNICIPALITY]**

## ANNEXURE “A”

### INSTITUTIONAL FRAMEWORK FOR COOPERATION BETWEEN [THE MUNICIPALITY] AND THE CSIR

#### A. THE BASIS FOR COOPERATION

The CSIR has been enacted to conduct directed multi-disciplinary research and technological innovation, to foster industrial and scientific development either by itself, or in partnership with public and private sector institutions, to contribute to the improvement of the quality of life of the people of South Africa, and

[The Municipality] role is to ensure that all citizens receive services they need to satisfy their basic needs.

In light of the stated objectives this document provides an Institutional Framework for co-operation which aims at aligning and enhancing interaction between [The Municipality] and the CSIR. This framework provides the context within which [The Municipality] and the CSIR co-operation will take place but is not a substitute for specific agreements on individual projects.

Co-operation can occur collaboratively on topics of mutual interest across the policy strategy and operation spheres of both organisations. It is also recognized that either party may also contract the other to do specific contract research in defined areas of expertise which may not be covered by this specific institutional framework.

#### B. OBJECTIVES

The following thematic areas have been agreed upon by [The Municipality] and the CSIR (but are not limited to) and will be implemented within the institutional co-operation framework. As additional areas of co-operation are agreed upon and endorsed by the Bilateral Committee.

1. Energy markets and policy development including tariff design, wheeling frameworks, use of system agreements, energy policy formulation, business processes, technical standardisation.
2. Energy industry support including economic impact assessments, financial modelling and local economic development studies.
3. Energy supply support including technical resource assessments, technology assessments, technology deployment, project development, generation procurement.
4. Energy efficiency and demand response services including energy audits, analysis of EE and DSM opportunities, development of related business models, implementation, support.
5. Energy systems services including energy master planning, electricity master planning, grid analysis and impact studies, microgrid development, off-grid electrification, grid electrification, storage integration, system operations and control.

6. Energy storage services including technology assessments, use-case development, and opportunity identification covering batteries, hydrogen and heat storage technologies.
7. Program and project management services in energy and electricity domains.
8. Other as determined/approved by Bilateral Committee

### C. PROPOSED ACTION TO SUPPORT OBJECTIVES

The following activities will be pursued in support of the above objectives:

- Financial resources  
Where opportunities present themselves, [\[The Municipality\]](#) and the CSIR collectively or separately, will identify, source and obtain funding from external sources which can be utilized in pursuit of the stated objectives. This is likely to be on a project by project basis.
- Skills Development  
[\[The Municipality\]](#) and the CSIR will in their areas of co-operation consider the skills requirement of both organisations and nationally and support relevant objectives where possible.
- Partnerships  
Where applicable and agreed by both parties, new or existing partners could be brought into projects as necessary and where additional resources, skills and expertise can be leveraged to the benefit of both parties.
- Publishing and presenting of co-operative work  
Co-operative work can be published and or presented by mutual agreement. This activity would be specifically focused on adding to the body of work in a specific area and in the national interest.
- Policy  
Where applicable the two parties could co-operate in contributing results and findings into policy discussions in the public domain and with various applicable government departments.

**FRAMEWORK FOR CO-OPERATION ACCEPTED:**

For and on behalf of  
**[The Municipality]**

\_\_\_\_\_  
 Name: **[AUTHORISED NAME]**  
 Capacity: **[Authorised individual]**,  
 who warrants authority

Signed at \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_ 2019.

Witness \_\_\_\_\_

Signed at \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_ 2019.

Witness \_\_\_\_\_

Signed at \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_ 2019.

For and on behalf of  
**THE COUNCIL FOR SCIENTIFIC AND INDUSTRIAL RESEARCH**

\_\_\_\_\_  
 Name: **[AUTHROISED INDIVIDUAL]**  
 Capacity: **[AUTHROISED POSITION]**  
 Who warrants authority

Signed at \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_ 2019.

Witness \_\_\_\_\_

Signed at \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_ 2019.

Witness\_\_\_\_\_

Signed at \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_ 2019.



**PROJECT DEVELOPMENT AGREEMENT**

FOR THE IMPLEMENTATION AND SUPPORT OF ENERGY RESEARCH AND ANALYSIS

Made and entered into between

**[The Municipality]**

a municipality established in terms of section 12(1) of the Local Government

Municipal Structure Act 117 of 1998, herein represented by

**[The Authorised individual]** in his/her capacity as the **[AUTHORISED POSITION]** for

**[The Municipality]**,

and he/her being duly authorised thereto

(Hereinafter referred to as "the Municipality")

and

The Council for Scientific and Industrial Research

a statutory council established in terms of the Scientific Research Council Act, 1988

(Act No. 46 of 1988), herein represented by \_\_\_\_\_ in his capacity as

\_\_\_\_\_ for CSIR, and he being duly authorized thereto

(Hereinafter referred to as "the CSIR")

(Individually referred to as "Party" and collectively as "Parties")

## 1. BACKGROUND

1.1 The CSIR has been enacted to conduct directed multi-disciplinary research and technological innovation, to foster industrial and scientific development either by itself, or in partnership with public and private sector institutions, to contribute to the improvement of the quality of life of the people of South Africa;

1.2 The Municipality is mandated to ensure all citizens receive the services they need to satisfy their basic needs. Municipalities must also promote the Bill of Rights, which reflects the nation's values regarding human dignity, equality and freedom, and uphold the principles enshrined in the Constitution of the Republic of South Africa, 1996;

1.3 The Parties have entered into a Memorandum of Agreement where the parties outlined the importance of collaborating and co-operating with each other for specific research and consulting projects;

1.4 The Parties have now identified an area of common interest for collaboration as per Annexure "A" to this agreement.

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

## 2. DEFINITIONS AND INTERPRETATION

2.1 For the purposes of this Agreement, the following terms shall have the meanings assigned to them hereunder and cognate expressions shall have corresponding meanings:

2.1.1 **"Effective Date"** means the date of signature of this Agreement by the Party signing last in time;

- 2.1.2 **“Agreement”** means this Project Development Agreement as signed between the parties and any Annexures attached hereto;
- 2.1.3 **“Parties”** mean The Municipality and CSIR collectively and **“Party”** means any one of them individually as the context may dictate;
- 2.1.4 **“Project”** means the “MUNICIPAL ENERGY MASTER PLAN (MEMP) DEVELOPMENT SUPPORT”
- 2.1.5 **“Representatives”** mean the officers, directors, employees, legal counsel, advisors, consultants or other agents of either Party;
- 2.1.6 **“Intellectual Property”** shall mean any and all technical or commercial information, including, but not limited to the following: chemical structures; biological or chemical information; manufacturing technique and designs; specifications and formulae; data, systems and processes; production methods; trade secrets; financial and marketing information; patents, trademarks, designs, inventions, know-how and copyright, including but not limited to, copyright in documentation (text) or computer/software programmes or other intellectual property relating to any Bilateral Project/s conducted (emanating from or as a result of) under this Agreement.
- 2.2 The headings of the clauses in this Agreement are inserted for the purpose of convenience and reference only and shall not affect the interpretation or construction of the Agreement.
- 2.3 Where any term is defined within the context of any particular clause in this Agreement, the term so defined, unless it is clear from the clause in question that the term so defined has limited application to the relevant clause, bears the meaning ascribed to it in that clause wherever it is used in this Agreement notwithstanding that such term has not been defined in clause 2.

- 2.4 An expression which denotes any gender includes the other gender; a natural person includes a juristic person and vice versa; and the singular includes the plural and vice versa.
- 2.5 The expiry or termination of this Agreement shall not affect the provisions of this Agreement which expressly provide that they will operate after such expiry or termination or which of necessity must continue to have effect after such expiry or termination, notwithstanding that the clauses themselves do not expressly provide for this.
- 2.6 The words "include", "including" and "in particular" shall be construed as being by way of example or emphasis only and shall not be construed as, nor shall they take effect as limiting the generality of any preceding word/s.
- 2.7 Reference to any statute, by-law, regulation, rule, delegated legislation or order is to the same as amended, modified or replaced from time to time and to any by-law, regulation, rule, delegated legislation or order made there under.
- 2.8 When any number of days is prescribed in this Agreement, it shall be calculated exclusively of the first and inclusively of the last day unless the last day falls on a Saturday, Sunday or public holiday, in which case the last day shall be the next succeeding day which is not a Saturday, Sunday or public holiday.

### **3. OBJECTIVES OF AGREEMENT**

- 3.1 The Parties agree to enter into this Agreement as described in Annexure "A" in order to:
  - a) establish the principles, roles and functions for co-operation between the Parties in respect to the identification and implementation of the Project of mutual interest to the Parties for the purpose of establishing a national algal species database;
  - b) establish a mutually beneficial working relationship; and

- c) allow for the Parties to collaborate with other institutions operating in energy research and with similar and complementary interests to the Parties.

#### **4. UNDERSTANDING OF THE PARTIES**

- 4.1 The Council for Scientific and Industrial Research (CSIR) is a science council established in terms of the Scientific Research Council Act 46 of 1988, as amended. The objects of the CSIR are, through directed and particularly multi-disciplinary research and technological innovation, to foster, in the national interest and in fields which in its opinion should receive preference, industrial and scientific development, either by itself or in co-operation with principals from the private or public sectors, and thereby to contribute to the improvement of the quality of life of the people of the Republic.
- 4.2 The Municipality's role is to ensure that all citizens receive services they need to satisfy their basic needs.

#### **5. COMMENCEMENT AND DURATION**

- 5.1 The Agreement will commence on the **date of signature**, from which date it shall be binding on the Parties and will be effective for a period of twelve (12) months unless terminated earlier in accordance with the provisions of this Agreement.
- 5.2 The Parties may renew this Agreement by mutual written agreement two (2) months prior to the expiry date of this Agreement referred. . In the event that the Agreement should be renewed, the same terms and conditions will apply to such renewal, unless the parties agree otherwise in writing.

**6. RELATIONSHIP BETWEEN THE PARTIES**

- 6.1 Unless otherwise expressly provided in this Agreement, the Agreement shall not be construed as giving rise to or creating a legal relationship of agency, partnership, association, joint venture or employment between the Parties.
- 6.2 The Parties expressly acknowledge that no Party has any authority whatsoever to represent or to bind the other Party in any capacity or any manner whatsoever. In particular, but without limiting the generality thereof, and save as expressly provided for in this Agreement, no Party shall be entitled to bind or oblige or incur any liability or obligations on behalf of the other Party nor sign any document (contractual or otherwise) on behalf of the other Party and no such authority is to be implied.

**7. FINANCIAL CONTRIBUTIONS**

- 7.1 To the extent that the obligations set out in this agreement may require, the Parties agree that they shall each be responsible for their own costs to perform their respective obligations pursuant to this Agreement.
- 7.2 The Parties shall keep a proper record of all funds received and/or disbursed to third parties.

**8. PAYMENT OF CONTRIBUTIONS AND CSIR RESPONSIBILITIES**

- 8.1 THE MUNICIPALITY shall make available for payment into a bank account provided by CSIR the full amount of its contributions, being equal to the signed project contact amount within thirty (30) business days of receipt of a formal invoice/s from CSIR.

- 8.2 CSIR shall account for and apply the funds provided by THE MUNICIPALITY solely for the purpose it is provided for in terms of this Agreement as stipulated in Annexure "A".
- 8.3 CSIR shall maintain a separate cost-centre account and records for the disbursement of the funds contributed by THE MUNICIPALITY and shall avail to it a statement of account as and when required.

## **9. PROCUREMENT PROCESS**

- 9.1 The Parties agree to adhere and follow their respective procurement policies and procedures for the approval of any Specific Project/s, whether for the purposes of collaboration, funding or implementation. As a result, it is expressly acknowledged by the Parties that this Agreement is not a binding commitment to collaborate and/or implement and/or fund every Specific Project/s that may be identified by a Party or that may be referred by one Party to the other.

## **10. PROJECT MANAGEMENT**

- 10.1 Written reports and telephonic discussions, when required, shall be provided by the CSIR to THE MUNICIPALITY in order to ensure an efficient management of the Project.
- 10.2 Each Party shall designate, at its costs, a Project Manager for the execution of this Project.
- 10.3 At the end of the Project, the CSIR Project Manager shall prepare a report summarising the results and lessons learnt through the cooperation.
- 10.4 For the purpose of this Agreement, the following persons will be the designated Project Managers in terms of clause 10.2 above:

**CSIR:**

Project Manager – \_\_\_\_\_  
Telephone Number – \_\_\_\_\_  
E-mail address – \_\_\_\_\_

**THE MUNICIPALITY:**

Project Manager – \_\_\_\_\_  
Telephone Number – \_\_\_\_\_  
E-mail address – \_\_\_\_\_

- 10.6 Should a Party wish to appoint a new person as its Project Manager, or should the contact details of its Project Manager change, that Party shall provide the other Party with immediate written notice of such change.

**11 INTELLECTUAL PROPERTY**

- 11.1 Intellectual property, whether registered or unregistered, vests in the CSIR, unless agreed otherwise between the parties in writing.
- 11.2 The CSIR hereby grants to The Municipality a non-exclusive, non-transferable, royalty-free license for internal use of the Intellectual Property by The Municipality.



## **12. INDEMNITY AND LIABILITY**

- 12.1 All risk of loss and any costs, damages and expenses arising out of this Agreement and which may be incurred by a Party "the Defaulting Party" in the execution of its obligations, shall be borne by such Defaulting Party alone, without recourse against the Innocent Party unless such loss, costs, damages or expenses is as a result of the negligence or intentional misconduct on the part of the Innocent Party or its Representatives.
- 12.2 Each Party shall be responsible for all acts and omissions of its Representatives and other personnel/contractors engaged by it in relation to any obligations to be performed in terms of this Agreement and shall assume responsibility and liability for the lives, health and safety of all such persons.
- 12.3 Indemnity to third parties  
Each Party shall indemnify the other from and against all claims, proceedings, damages, expenses, liabilities, losses including costs arising out of or connection with personal injuries to, including death of and loss suffered by a third party including damage to property of a third party arising from or attributable wholly or in part related to the performance of obligations by such Party in terms of this Agreement; provided that such indemnity shall not be applicable in the case where the injury or death of persons or damage to or loss of property was caused by the gross negligence or wilful misconduct of the other Party or its Representatives.
- 12.4 Notwithstanding anything to the contrary contained elsewhere in this Agreement, neither Party shall be liable to the other for any indirect, special or consequential damages.

**13. BREACH**

If any Party commits a breach of any material provision of this Agreement other than those which contain their own remedies or limit the remedies in the event of a breach thereof, and fails to remedy such breach within 14 business (fourteen) days of receipt of a written notice from the aggrieved Party requiring it to remedy such breach, the aggrieved Party shall be entitled (but not obliged) without any further notice, in addition to any other remedy available to it in law or under this Agreement, to cancel the Agreement or to claim specific performance of any obligation, in either event, without prejudice to the aggrieved party's right to claim damages.

**14. SETTLEMENT OF DISPUTES**

- 14.1 The Parties shall seek to resolve, in good faith, any disputes or differences arising between them in respect of any matter connected with this Agreement.
- 14.2 If the dispute is not capable of being settled between the Parties amicably, such dispute shall be elevated to the Senior Management of the Parties or their duly designated representatives for mediation purposes. (For purposes of this clause, "Senior Management" shall, in the case of THE MUNICIPALITY mean its Accounting Officer, and in the case of the CSIR, shall mean the Chief Executive Officer).
- 14.3 Should the dispute still remain unresolved, the dispute will be adjudicated by a competent court with jurisdiction to hear the matter."
- 14.4 This Agreement shall be governed and construed by and in accordance with the laws of the Republic of South Africa and the South African Courts shall have jurisdiction with regards to all matters arising in terms of this Agreement.

**15. TERMINATION OF THE AGREEMENT**

15.1 This Agreement may be terminated:

- (i) by mutual agreement between the Parties which shall be in writing; or
- (ii) by either Party, (without incurring any liability for such termination), for a breach of any of the terms of this Agreement, provided that the terminating Party gives written notice to the other party of their decision to terminate within two (2) calendar months of reaching their decision.

15.2 Upon termination, all Specific Projects that were initiated as part of this Agreement, and are in the process of being implemented, shall be implemented and finalised in accordance with the Project Specific Agreements as concluded between the Parties, unless the Specific Projects are also explicitly terminated under the terms and conditions of the Project Specific Agreement/s governing such Project/s.

**16. PUBLIC ANNOUNCEMENTS**

16.1 The Parties agree that all statements and press releases relating to the Project or any Specific Project/s undertaken in terms of or related to this Agreement shall be agreed upon and approved by both Parties prior to any release to the media and any third parties.

**17. CESSION AND ASSIGNMENT**

Neither Party shall assign, cede, transfer or cause to be assigned, whether actually or as a result of take-over, merger or any other change in identity, any of its rights or obligations under this Agreement or delegate any right or obligation acquired in terms of this Agreement, without the prior written consent of the other Party.

## 18. ADDRESS FOR NOTICES

18.1 Notices in terms of this Agreement must be in writing and delivered to the chosen *domicilium citandi et executandi* of the Parties.

18.2 For the purposes of this Agreement the Parties choose their *domicilium citandi et executandi* as follows:

**CSIR:** Council for Scientific and Industrial research  
Meiring Naude Road,  
Pretoria

Attention: \_\_\_\_\_

**The Municipality:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Attention: \_\_\_\_\_

18.3 Either Party may change their above *domicilium* to another address in the Republic of South Africa provided that any new address shall be a physical address at which notices can be served and any such change shall only be effective upon receipt by the other Party of such change.

18.4 Any notice or document given by either Party to the other shall, if sent during normal business hours and on a business day, be deemed to have been received, unless the contrary is proved:

(i) on the day of delivery, if delivered by hand;

(ii) on the first business day following the date of transmission, if sent by telefax and;

- (iii) on the tenth (10<sup>th</sup>) day after the date of posting if sent by pre-paid registered post.

18.5 Notwithstanding anything to the contrary contained herein, a written notice or communication actually received by a Party shall be regarded as a valid notice or communication, notwithstanding the fact that it was not sent to or delivered at the relevant *domicilium citandi et executandi*.

## 19. GENERAL

19.1 No waiver, amendments, alteration, cancellation or variation of this Agreement or any of the terms hereof will be valid unless reduced to writing and signed by the Parties hereto.

19.2 Failure to exercise any of the rights or require strict performance of the terms hereof or the granting of any extension or indulgence shall not be a waiver of a Party's rights as contained in this Agreement, all of which remain strictly enforceable.

19.3 This Agreement constitutes the entire agreement concluded between the Parties in regard to the subject matter thereof and supersedes and cancels any and all prior communications, understandings and agreements between the Parties, whether written, oral, express or implied relating thereto and neither Party shall be bound by any undertakings, representations, warranties, promises or the like not recorded herein.

19.4 Each Party shall bear their own costs of and incidental to the negotiation, preparation, settling and signing of this Agreement.

19.5 This Agreement is executed in three (3) counterparts, each of which is an original but which together represents one and the same legal document.

19.6 The Parties agree to abide by the provisions of the Protection of Personal Information Act 4 of 2013.

**AGREEMENT TO THIS PROJECT SPECIFIC AGREEMENT**

Signed at:

---

Date:

---

**Council for Scientific and Industrial  
Research (CSIR)**

NAME:

SIGN:

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(CSIR Group Executive)

---

(Witness)

---

(Witness)

Signed at:

---

Date:

---

**[THE MUNICIPALITY]**

NAME:

SIGN:

---



---

[APPROVED INDIVIDUAL]

---

(Witness)

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(Witness)

**ANNEXURE A****PROJECT PROPOSAL BETWEEN [The Municipality] AND THE CSIR**

This Annexure constitutes the call sent out by the South African Local Government Association (SALGA) as well as response from the Metropolitan and/or District Municipality to the INVITATION TO APPLY FOR SUPPORT: MUNICIPAL ENERGY MASTER PLAN (MEMP) DEVELOPMENT SUPPORT.

This will constitute the Project Proposal included in this Annexure.

**BACK TO AGENDA**



SPECIAL COUNCIL

22 OCTOBER 2019

**CONCESSION AGREEMENT(S) TO MANAGE AND OPERATE CALITZDORP SPA AND DE HOEK MOUNTAIN RESORT / KONSESSIEOOREENKOMS(TE) OM CALITZDORP SPA EN DE HOEK BERGOORD TE BEHEER EN BEDRYF/ IZIVUMELWANO ZEMVISISWANO NGOKULAWULWA KUNYE NOKUSETYENZISWA KWE CALITZDORP SPA KUNYE NE DE HOEK MOUNTAIN RESORT**

(7/4/3/1)

27 September 2019

**REPORT FROM THE EXECUTIVE MANAGER PLANNING AND ECONOMIC DEVELOPMENT SERVICES (L. MENZE)**

**PURPOSE OF THE REPORT**

1. To document comments and objections received by Garden Route District Municipality on the advertisement of proposed long term lease of De Hoek Mountain Resort and Calitzdorp Spa.
2. To inform Council of outcomes of the investigation conducted by the Ministry of Local Government, Environmental Affairs and Development Planning regarding the allegations of the lease of Calitzdorp Spa and De Hoek Resort.
3. For Council to note the withdrawal from process regarding the lease of De Hoek Mountain Resort and Calitzdorp Spa.

**BACKGROUND**

Garden Route District Municipality (GRDM), like many similar district municipalities in the country, is facing serious financial stresses that threaten the very survival of the institution. Currently the municipality is highly grant dependent and cannot survive without it. The financial grant dispensation in the country is not showing any signs of improvement and the outlook is not promising, as the economy and the national revenue base are not growing. Various studies have been performed and all have

concluded that the current financial dispensation is not sustainable and new strategies need to be employed.

Garden Route District Municipality's property portfolio is valued over R350 million (based on the 2014 valuation). However, for the current financial year an amount of R500 000 has been set aside to augment the grant funding of R500 000 from Provincial Treasury to embark on a process of valuing all the municipal properties. Some of these properties are classified as strategic assets; particularly the two resorts (Calitzdorp Spa and De Hoek Mountain Resort) have been a burden to the fiscus of the Council as they consistently run on a deficit that is financed from the equitable share allocation. Instead of these properties being strategic assets to the District Municipality, it turned out to be a liability and a number of reasons can be attributed for this challenge, some of which will further be detailed in this report.

Particularly on the two resorts the municipality advanced a need to develop strategies to ensure that the situation is turned around. This being underpinned by [a] number of factors *i.e.* that

1. the two resorts becomes financially viable and sustainable for the long-term;
2. the two resorts are utilised to ensure maximum extraction and attraction value;
3. private sector investors partner with the municipality to ensure the success of the municipality's strategic assets; and
4. there is inclusive economic growth realised in the long-term.

In achieving these broad strategic objectives enunciated [above] Council therefore committed to empower and monitor management in engaging in the following decision-making process thus guided by applicable legislative prescripts:

1. Leasing of certain properties on a long term basis;
2. Partnering with developers in certain properties;
3. Own development of certain properties to achieve certain development goals;

4. Partnering with provincial- and national government and entities to achieve certain development goals.

Council will further vividly recall that the advancement of these strategies was amplified and bolstered with a fundamental resolution which gave concurrence to management's quest on the future management of these properties. On May 23, 2017, Council then resolved as follows on the utilization of Council Properties; that:

1. the Municipal Manager, assisted by Executive Management and monitored by the Executive Mayor, ensures that various legislative processes are employed to facilitate decision-making to achieve the following :
  - 1.1 Leasing of certain properties on a long term basis;
  - 1.2 Alienation (out-right sale) of certain properties;
  - 1.3 Partnering with developers in certain properties;
  - 1.4 Exchange with B-Municipalities of certain properties for mutual benefit;
  - 1.5 Own development of certain properties to achieve certain development goals;
  - 1.6 Partnering with Provincial and National governments and entities to achieve certain development goals
2. A comprehensive turnaround strategy be compiled per property with a proposed way forward, having due regard of legislative requirements.
3. The turnaround strategy mentioned in two (2) above, must be completed by 31 August 2017 and will be used as guideline for decision-making purposes.
4. Management engages in practical steps to encourage investors from the public and private sectors to come up with sustainable investment packages and that BBBEE will be considered as a priority.
5. A process towards the development and adoption of long-term Growth and Development Strategy be started urgently.
6. Progress reports be submitted to the Executive Mayor, Mayoral Committee and the Property Portfolio Committee on a monthly basis.
7. The necessary capacity from a technical point of view must be employed as and when the need arise.

The aforementioned resolutions were taken in line with Council's Immovable Property Management Policy, June 28, 2012, which clearly delineates the general principles and methods within which the municipality can explore to conclude a property transaction to ensure that the principles of competitiveness is given effect to: -

1. Public Tender;
2. Public Auction
3. Closed Tender;
4. Call for alternative proposals.

## **DISCUSSIONS**

In view of the foregoing, Council will recall that on December 5, 2018, a decision was taken to grant permission to the Municipal Manager to enter into negotiations on conglomerate of leases. This item will zoom into ISCC Group of Companies or Len24 GmbH as accentuated beneath. The resolution is captured as follows for ease of reference:

1. **That Council grants the Municipal Manager permission to enter into a long term lease agreement with ISCC Group**
2. *That Council grants the Municipal Manager permission to enter into a long term lease agreement with BL Renaissance (Pty) Ltd*
3. *That Council grants the Municipal Manager permission to enter into long term lease agreement with AKAN (Pty) Ltd*
4. **That the municipal Manager be authorized to seek public comments in respect of the proposals from ISCC Group, BL Renaissance and AKAN (Pty) Ltd.**
5. *That Moumakoe-Geza JV project does not impede with the construction and operations of the Regional Landfill Site facility.*
6. *That the costs of zoning, sub-dividing the erven and any other approvals required in terms of any legislation, will be borne by the applicants.*

**7. That ISCC Group, BL Renaissance (Pty) Ltd and AKAN (Pty) Ltd will each be responsible for the advertisement costs to source the comments from the public as outlined in the Asset Transfer Regulations.**

In implementing this resolution, GRDM in April 2019 advertised its intention to enter into a long-term lease for De Hoek Mountain Resort and Calitzdorp Spa as tabulated herein. The Advert was on the Group Editors newspapers covering the whole district, as well as, on the municipality's website with a closing date of May 20, 2019. The advertisement was as follows:

*Notice is hereby given in terms of the Local Government: Municipal Finance Management Act (No 56 of 2003), read with the Municipal Asset Transfer Regulations (R878 of 2008), the Promotion of Administrative Justice Act (No 3 of 2000) as well as the Local Government: Municipal Systems Act (No 32 of 2000) that the Council of the Garden Route District Municipality in terms of Resolution H.2 intends to enter into a long-term lease agreement (50 years) with LEN24 (Pty) Ltd to manage and operate De Hoek Mountain Resort and Calitzdorp Spa. The lease agreement is the cornerstone of a key social-entrepreneurial venture, which will have an immense socio economic and environmental impact on the region. The lease will attract a multi-million rand investment into the local economy, boosting job creation and reducing unemployment, investment in relevant and quality skills development, which increases employee earnings, an investment in green technology at the resorts including solar energy, and water desalination plants, which will be integrated with municipal pipelines, thus bringing water security to the Kannaland Municipality. The district will attract fiscal revenues from tourism and hospitality generated from the resorts.*

*The resorts will be developed to include Uber Chalets, Luxury Chalets, Deluxe Chalets, Golf Course, Restaurant, Clinic, Staff/Management Chalets, Kids Playground, Virtual Reality Arcade, New Parking Area for Guests and, Resort Golf Carts and Busses, Water Management and Desalination plant, Railway System and Trains for Kids and Adults to view resort attractions, Beauty and Health Spa Building and Facilities, Walkways to chalets, New Roads for access to Chalets, Bird Sanctuary,*

*Create a Lake, re-introduction of ecologically friendly flora and fauna and future developments to enhance the resort as required*

*The Applicant will also be responsible for all the costs involved. The property is, in terms of the provisions of section 14 of the Local Government: Municipal Finance Management Act, 2003 (Act 56 of 2003) not required for the purposes of providing minimum basic municipal services.*

*Any comments and/or objections to the proposed long-term lease, with your reasons for such objection(s), must be submitted in writing and addressed to: The Municipal Manager, Garden Route District Municipality, P O Box 12, George, 6530, by no later than Monday, 20 May 2019.*

*Any comments and/or objections, which are received after the abovementioned closing date, may possibly not be taken into consideration. In terms of section 21(4) of the Systems Act, notice is hereby given that people, who cannot write, may approach the Economic Development Department during office hours, where a member of staff will assist them in converting their comments or objections in writing. Any enquiries may be directed to Mr L Menze, Planning & Economic Development, at telephone number (044) 803 1398 or email [properties@grdm.gov.za](mailto:properties@grdm.gov.za).*

*Notice Number: 46/2019*

The following persons and companies asked questions, commented and/or recorded their objections to the proposed long term leases:

Comments and Objections: Leasing Calitzdorp Spa and De Hoek Mountain Resort					
		Calitzdorp Spa		De Hoek Mountain Resort	
Personal Details		Comments	Objections	Comments	Objections
1	Theo Pauw	x	x	x	x
2	Michael Botha	x			
3	Colin Fordham	x		x	
4	Albert Wiffen	x	x	x	x
5	Louis van der Walt			x	
6	Mike Wood		x		
7	Nomads Motorcycle Club			x	x
8	Lynette Marais			x	
9	Laura Lucas	x			
10	Samuel Julius			x	
11	Craig Louis	x		x	
12	Trevor Land	x		x	
13	Kangovalleie Landbouvereniging			x	
14	SOLO Outdoor Experiences			x	
15	Callie Pauw	x			

Some of the comments received were questions raised towards clarity and were answered directly via email and/or letters.

**Annexure A:** Attached to this report are copies of all the questions towards clarity, comments and objections received.

**Annexure B:** Also attached are copies of all the email and official letter responses to the applicable individuals and companies.

The comments and objections received should now be considered and be taken into account to determine their validity to inform the ongoing negotiations towards long-term lease agreements. However, Management and Council can take note of the objections raised as neither of them are advancing any disputation on ownership of the two properties. Apart from the objections, most comments raised by various individuals and families resonated around the general access to resort, whether if

there is a private party or private management company operating the resort is the general public still going to have access. Such queries were responded to!

Apart from the advertisement, the Municipal Asset Transfer Regulations prescribes that the Accounting Officer must solicit views and comments from both Provincial and National Treasury on any long-term lease that the municipality is venturing on. At this stage, comments have been received from National and Provincial Treasury **(Annexure C and D)**. All the matters raised by National Treasury are addressed. The Provincial Treasury have requested an extension from the Municipality, in which have acceded to their request. National Treasury was particularly concerned that, it was not clear as stipulated in the Council resolution of November 2018, whether the two properties (De Hoek Mountain Resort and Calitzdorp Spa) will be needed for the minimum level basic services. This is a legislative requirement in terms of section 14 (2) of the Local Government: Municipal Finance Management Act 56 of 2003, [and] also as stipulated in the Asset Transfer Regulations. In rectifying that matter raised by National Treasury, it therefore for this reason that this matter is brought to the attention of Council with a clear resolution enunciated herein.

Another fundamental issue raised by both National and Provincial, is based on their assessment that this is a Public Private Partnership – and therefore, according to them, the prescriptions of a Public Private Partnership (PPP) transaction need to follow. It is our belief that the efforts of Garden Route District Municipality in this instance have been misapprehended by [both] Provincial and National counterparts, as this is was a response to a call that was made at the Investment Conference and not for the procurement of goods and services.

Apart from the issues above raised by these state organs, the surrounding community of Calitzdorp Spa raised issues of ownership in an interview with Eden FM, claiming that part of the property belonged to them and was under the Land Claim Commissioner. On our records there was never a dispute recorded on Calitzdorp Spa.



The letter from the Office of the Regional Chief Land Claims Commissioner dated 28 May 2019 on this matter, dictates that the claims were lodged by the Prins family before 31 December 1998. The letter from Regional Chief Land Claims Commissioner further indicates that they are still investigating the matter. Council must note that it has been close to 21 years and this matter has protracted and not been resolved. Therefore Council needs to take a decision on how to ameliorate this quandary and resolve on a way-forward which will be beneficial to the Municipality.

On their preliminary findings Council will further recall that there was a decision taken by the previous council to transfer both De Hoek Mountain Resort and Calitzdorp Spa to Oudtshoorn Local Municipality and Kannaland Local Municipality (respectively). However, the current council rescinded that decision after realization that both these resorts are strategic assets of the Garden Route District Municipality, and that it would be naïve to consider transferring them to the two local municipalities. Any claim of ownership by any of the two municipalities will be implausible.

Contrariwise, the above notice, and this contentious discussions on the ownership of the property trigger negative publicity and potential reputational impairment for Garden Route District Municipality and its Partners Len24 GmbH which is part of ISCC Group of Companies. These protracted negative reports impelled the Ministry of Local Government in the Province of the Western Cape to probe the process followed by the municipality, and further advised the Executive Mayor to place this matter in abeyance, until such time he concurs that all due processes were followed. This decision was further amplified by a Council Resolution of the June 27, 2019 Council meeting which resolved as follows

1. *That the report be referred back until feedback of the forensic investigation is received.*
2. *That Councillors be updated with progress and processes with regards to the forensic investigation.*

Attached hereto, is the letter from the Minister dated August 20, 2019, advising the Speaker of Garden Route District Municipality that “he concurs that there is no basis

on which to conclude that fraud, maladministration, corruption and/or failure to a statutory obligation has occurred" in respect of the process followed on the lease in respect of De Hoek Mountain Resort and Calitzdorp Spa (**Refer to Annexure E**).

Given this unprecedented protracted process, and the dire consequences it had on Garden Route District Municipality and on Len24 GmbH, on August 30, 2019, the Municipality received a letter of withdrawal from the process regarding the lease of Calitzdorp Spa and De Hoek Mountain Resort.

The letter clearly stipulates that Len24 GmbH and Ithuba (which are subsidiary companies of ISSC Group of Companies) prides themselves on the good name and standing they have in the business community locally and abroad.

Furthermore, they state that the negative publicity which arose from the process to lease the resorts, has tarnished their business reputation. They conclude that the land claim and the lack of buy-in from key stakeholders in the region, could further damage their reputation (**Refer to Annexure F**).

### **UITVOERENDE OPSOMMING**

*In die lig van die agtergrond inligting, het die GRDM in April 2019 'n advertensie geplaas vir die beoogde lang-termyn huurooreenkoms vir De Hoek Bergoord en Calitzdorp Spa. Die advertensie was geplaas in die Group Editors koerant (Knysna-Plett Herald, George Herald, Mossel Bay Advertiser, Suid-Kaap Forum en Oudtshoorn Courant) wat die hele distrik insluit, sowel as op die webtuiste van die munisipaliteit, met die sluitingsdatum van 20 Mei 2019. Die advertensie was as volg:*

*Kennis geskied hiermee in terme van die Wet op Plaaslike Regering: Munisipale Finansiële Bestuur (Nr 56 van 2003) saamgelees met die Bate-oordragregulasies (R878 van 2008), die Wet op Bevordering van Administratiewe Geregtigheid (Nr 3 van 2000) en die Wet op Plaaslike Regering: Munisipale Stelsels (Nr 32 van 2000) dat die Raad van Garden Route Distriksmunisipaliteit in terme van Raadsbesluit H.2 van voorneme is om die oorde (Calitzdorp Spa en De Hoek) aan LEN GmbH 24 (Bpk) Edms op 'n lang-termyn (50 jaar) te verhuur.*

Dit is beoog dat die projek ongeveer 10 000 werkskeppingsgeleenthede in die area sal skep. Die projექ sal ook ongeveer R172 miljoen bydra tot die Garden Route se ekonomie. Die Applikant sal ook verantwoordelik wees vir alle onkoste. Die erf word in terme van die bepalings van artikel 14 van die Wet op Plaaslike Regering: Munisipale Finansiële Bestuur 2003 (Wet 56 van 2003) nie benodig vir die doeleindes vir die verskaffing van minimum basiese munisipale dienste nie.

Die oord sal ontwikkel word om 'n verskeidenheid akkomodasie komplekse in te sluit, 'n golfbaan, restaurant, kliniek, akkomodasie vir personeel, kinders speelgrond, virtueel realiteit arkade, nuwe parkeerarea vir gaste, golfkar en -busse; trein sisteem asook treine vir kinders en ouers om die besienswaarde van die kompleks te aanskou, gesondheid nuwe toegangspaaie na chalets, voëlreservaat, her-instelling van ekologiese vriendelike plantegroei en dierewereld sowel as toekomstige ontwikkelinge om die oord te versterk, soos benodig.

Enige kommentaar en/of besware ten opsigte van die beoogde lang-termyn huur, met u redes vir die beswaar, moet skriftelik ingedien word by die volgende adres: Munisipale Bestuurder, Garden Route Distriksmunisipaliteit, Posbus 12, George, 6530 teen nie later as Maandag, 20 Mei 2019.

Enige kommentaar en/of besware wat na die voorgemelde sluitingsdatum ontvang word, mag moontlik nie in ag geneem word nie. In terme van artikel 21(4) van die Stelselwet, word kennis hiermee gegee dat diegene wat nie kan skryf nie, die Beplannings- en Ekonomiese Departement kan nader gedurende kantoor-ure, waar 'n lid van die personeel die persoon sal help om hul kommentaar/besware op skrif sal plaas. Enige navrae kan gerig word aan mnr L Menze, by telefoonnommer (044) 803 1398 of epos [properties@grdm.gov.za](mailto:properties@grdm.gov.za).

Die volgende persone en maatskappye het vrae gevra, kommentaar en/of hul besware gelewer teen die voorgestelde langtermyn huur.

### Kommentaar

Persoonlike Inligting	Calitzdorp Spa		De Hoek	
	Kommentaar	Beswaar	Kommentaar	Beswaar
Theo Pauw	X	X	X	X
Michael Botha	X			
Colin Fordham	X		X	
Albert Wiffen	X	X	X	X
Louis Van der Walt			X	
Mike Wood		X		
Nomads Motorcycle Club			X	X
Lynette Marais			X	
Laura Lucas	X			
Samuel Julius			X	
Craig Louis	X		X	X
Trevor Land	X		X	
Kangovalleie Landbouvereniging			X	
SOLO Outdoor Experiences			X	
Callie Pauw	X			

Sommige van die kommentaar wat ontvang was, was vrae ten opsigte van duidelikheid en was direk beantwoord via epos en/of briewe.

**Aanhangsel A:** Aangeheg tot hierdie verslag is afskrifte van alle vrae ten opsigte van duidelikheid en besware ontvang.

**Aanhangsel B:** Aangeheg is afskrifte van alle eposse en amptelike skrywes in antwoord tot die navrae ontvang vanaf verskeie individue en maatskappye.

Die kommentaar en besware ontvang moet nou in ag geneem word om die geldigheid te oorweeg en die onderhandelinge ten opsigte van die langtermyn huurooreenkomste. Bestuur en die Raad moet kennis neem van die besware wat ontvang is, behalwe die besware, meestal van die kommentaar wat deur die individue en families gelig is. Hierdie besware hou verband met die toegang van die publiek tot die oord, ongeag of 'n privaat persoon of privaat maatskappy die oord bestuur. Hierdie navrae was beantwoord!

Behalwe die advertensie, skryf die Munisipale Oordragsregulasie aan die Rekenpligtige Beampte voor dat kommentaar vanaf Provinsiale- en Nasionale Tesourie in terme van langtermyn aktiwiteite verkry moet word. Op hierdie stadium, was kommentaar ontvang vanaf Nasionale- en Provinsiale Tesourie (**Aanhangsels C & D**). Al die vrae van Nasionale Tesourie was geadresseer. Die Provinsiale Tesourie het uitstel gevra by die Munisipaliteit, wat dit toegestaan het. Nasionale Tesourie was bekommerd of beide eiendomme (De Hoek Bergoord en Calitzdorp Spa) vir minimale dienslewering benodig sou wees. Dit is 'n wetgewende vereiste in terme van artikel 14(2) van die MFMA en die Oordragsregulasies. Om hierdie aangeleentheid reg te stel wat deur Nasionale Tesourie gevra was, word dit onder die Raad se aandag gebring met 'n duidelike aanbeveling daarby.

Nog 'n belangrike aspek wat deur beide Provinsiaal en Nasionaal uitgelig was, is gebaseer op hul assessering dat dit 'n Publieke-Privaat Ooreenkoms (PPO) is – en daardeur, volgens hulle, moes die voorskrifte van 'n PPO transaksie gevolg word. Dit is ons siening dat die pogings van die Distriksmunisipaliteit in hierdie geval deur ons Provinsiale- en Nasionale partye gemisinterpreteer was, aangesien hierdie 'n reaksie op 'n beroep is wat gemaak was tydens die Beleggingskonferensie en nie vir die aankoop van goedere en dienste nie.

Afgesien van die aspekte wat deur bogenoemde staatsorganisasies verwys word, het die omliggende gemeenskap van Calitzdorp Spa 'n aspek ten opsigte van eienaarskap in 'n onderhoud met Eden FM verklaar, dat 'n gedeelte van die grond aan hulle behoort en tans ondersoek word deur die Kommissaris van Grondseis.

Volgens ons rekords was daar nooit 'n dispuut verklaar ten opsigte van Calitzdorp Spa nie. Die brief van die Kantoor van die Kommissaris gedateer 28 Mei 2019, dui daarop dat die Prins familie voor 31 Desember 1998 'n reg tot die grond verklaar het. Die brief van die Kommissaris verder bevestig dat hulle nogsteeds besig is met die ondersoek. Die Raad moet kennis neem dat dit 21-jaar later is en is nogsteeds geen uitsluitel verkry nie.

Op die voorlopige bevindinge sal die Raad onthou dat daar 'n besluit geneem was deur die vorige Raad om beide De Hoek Bergoord en Calitzdorp Spa aan Oudtshoorn en Kannaland Munisipaliteite onderskeidelik oor te dra.

Die huidige Raad het hierdie besluit ter syde gestel nadat vasgestel is dat beide die oorde die raad se strategiese eiendom is en dit naief sou wees om dit oor te dra aan die twee plaaslike owerhede. Enige eis tot die eiendom deur enige van die twee munisipaliteite sal onwaarskynlik wees. In teenstelling hiermee lei bogenoemde kennisgewing, en hierdie omstrede besprekings oor die eienaarskap van die eiendom, tot negatiewe publisiteit en moontlike waardevermindering vir Garden Route District Municipality en sy vennote Len24 GmbH, wat deel uitmaak van ISCC Groep van Maatskappye.

Hierdie uitgerekte negatiewe verslae het die Ministerie van Plaaslike Regering in die Wes-Kaap daartoe gedwing om die proses wat deur die munisipaliteit gevolg is, te ondersoek, en het die Uitvoerende Burgemeester verder aangeraai om hierdie aangeleentheid in stryd te hou totdat hy saamstem dat alle prosesse gevolg is. Hierdie besluit is verder versterk deur 'n Raadsbesluit van die Raadsvergadering van 27 Junie 2019 wat soos volg besluit is:

1. Dat die verslag terugverwys word totdat terugvoering van die forensiese ondersoek ontvang is.
2. Dat raadslede op hoogte gehou word van vordering en prosesse met betrekking tot die forensiese ondersoek.

Hierby aangeheg is die brief van die Minister van 20 Augustus 2019, waarin die speaker van die Garden Route Distriksmunisipaliteit aangeraai word dat hy "saamstem dat daar geen basis is om tot die gevolgtrekking te kom dat bedrog, wanadministrasie, korrupsie en/of versuim om 'n statutêre verpligting plaasgevind het nie" ten opsigte van die proses wat gevolg is op die huurooreenkoms van De Hoek Mountain Resort en Calitzdorp Spa (**sien Bylae E**).

Gegewe hierdie uitgerekte proses, en die ernstige gevolge wat dit op Garden Route Distriksmunisipaliteit en op Len24 GmbH het, het die Munisipaliteit op 30 Augustus 2019 'n brief van onttrekking vanaf Len24 GmbH ontvang rakende die huur van Calitzdorp Spa en De Hoek Mountain Resort. Die brief stipuleer dat Len24 GmbH en Ithuba (wat filiaalmaatskappye van ISSC Groep van Maatskappye is), trots is op die goeie naam en posisie in die sakegemeenskap, plaaslik en in die buiteland. Hulle noem ook dat die negatiewe publisiteit rondom hierdie proses hul besigheid kan benadeel (**sien Bylae F**).

### **LEGISLATIVE FRAMEWORK**

South Africa: Constitution of the Republic of South Africa 1996

Local Government: Municipal Structures Act 117 of 1998

Local Government: Municipal Systems Act 32 of 2000

Local Government: Municipal Finance Management Act 56 of 2003

Local Government: Municipal Asset Transfer Regulations GNR 878 dated 22 August 2008

Local Government: Municipal Property Valuations Act 6 of 2004

Eden Immovable Property Management Policy June 2012

### **FINANCIAL IMPLICATION**

R29 942.54 cost of advertisement

## **RECOMMENDATIONS**

1. That the process embarked in soliciting views and comments on the prospective long-term lease agreements for De Hoek Mountain Resort and Calitzdorp Spa be noted.
2. These properties are not required for the provision of basic municipal services as contemplated in section 14 (1) of the Municipal Finance Management Act 56 of 2003
3. That the comments from the community be noted.
4. That the comments and issues raised by National and Provincial Treasury be noted.
5. That the letter from the Minister Local Government, Environmental Affairs and Development Planning be noted.
6. That the letter from LEN24 withdrawing from the Process regarding the lease of Calitzdorp Spa and De Hoek Mountain Resort be noted.
7. To relook at the management of the resorts in general, and augment management operations through brining in relevant skills and also build capacity.
8. That Management be requested for proposal seeking concessions from the Hospitality Industry.

## **AANBEVELINGS**

1. *Dat die Raad kennis neem van die proses om die siening en kommentaar te verkry vir die langtermyn huurooreenkoms vir De Hoek en Calitzdorp Spa.*
2. *Dat die kommentaar van die gemeenskap genotuleer word.*
3. *Dat kennis geneem word van die kommentaar en aspekte soos ontvang vanaf Provinsiale- en Nasionale Tesourie.*
4. *Hierdie eiendomme vereis nie die daarstelling van minimum basiese munisipale dienste soos voorgeskryf in artikel 14(1) van die Wet op Finansiële Bestuur, 2003 nie.*



5. *Dat kennis geneem word van die brief van die Minister van Plaaslike Regering, Omgewingsake en Ontwikkelingsbeplanning*
6. *Dat kennis geneem word van die brief van LEN24 wat onttrek uit die proses rakende die huur van Calitzdorp Spa en De Hoek Mountain Resort.*
7. *Om die bestuur van die oorde in die algemeen te hersien en bestuursbedrywigheide aan te vul deur relevante vaardighede in te win en kapasiteit te bou.*
8. *Dat Bestuur voorstelle vir toegewings vanaf die gasvryheidsbedryf versoek.*

### **IZINDULULO**

1. Sesokuba inkqubo yokungenelwa ekufunweni kwezimzo kunye nenmbono ngelinge lokungenela kwisivumelwano sengqeshiso sexesha elide kwe De Hoek Mountain Resort kunye ne Calitzdorp Spa kuthathelwe ingqalelo.
2. Sesokuba lemihlaba ayiyiyokunikezela inkonzo ezingundoqo zikamasipala njengoko kuchaziwe kumhlathi 14(1) woMthetho Wolawulo Lwemali zooMasipala 56 wango 2003.
3. Sesokuba izimvo zoluntu zithathelwe ingqalelo.
4. Sesokuba izimvo kunye nenxalapho eziya zavezwa nguNondyebo ka Zwelonke zithathelwe ingqalelo.
5. Sesokuba incwadi evela kuMphathiswa Worhulumente Basekhaya, Imicimbi Yokusingqongileyo kunye Nezicwangciso Ziphuhliso ithathelwe ingqalelo.
6. Sesokuba incwadi yabakwa LEN24 yokurhoxa kuleNkqubo malunga nokuqashwa kwe Calitzdorp Spa kunye ne De Hoek Mountai Resort ithathelwe ingqalelo.
7. Sesokuba uqwalasela ngokutsha kolawulo lwendawo zokuphola ngokuphangeleleyo, kwaye kwandiselwe inkqubo zolawuo nokuzisa izakhona ezifanelekileyo kunye nokwandiswa kwabasebenzi.
8. Sesokuba abaphathi bacele ukuba bazise iziphakamiso nezifuna intsebenziswano kwiSebe Lendawo Zendwendwe.

## ANNEXURE A

ANNEXURE A

**Willie Fourie**

**From:** Lusanda Menze on behalf of Properties  
**Sent:** 24 April 2019 12:52 PM  
**To:** Theo Pauw; Properties  
**Cc:** tkbpauw; Admin (Rekords); Herman Pieters; Willie Fourie; Sinekaya Maqekeni; Landiswa Ntango  
**Subject:** RE: Calitzdorp Spa and De Hoek

Dear Theo Pauw,

I will zoom straight to your two clear questions.

1. As you know that contract workers are appointed for a specific purpose and for a certain period in time, with clear time period. When the time comes to an end such a contract is therefore mutually terminated in line with the provisions outline on any contract.
2. On the plans, these have not been fully finalised as yet. There is a team working on these and such plans will be in line with the Control and Building Procedures of the various B-Municipalities within which these resorts are located. All the plans and developments will resonate with the current landscape of the area, and various environmental plans that will need to be undertaken will be done as per provisions that are stipulated on the ACT.

Hoping that you will find this in order.

Kind regards,

Lusanda Menze

**From:** Theo Pauw <theopauw@gmail.com>  
**Sent:** Tuesday, 23 April 2019 13:37  
**To:** Properties <Properties@gardenroute.gov.za>  
**Cc:** tkbpauw <tkbpauw@mweb.co.za>; Admin (Rekords) <Rekords@gardenroute.gov.za>; Herman Pieters <Herman@gardenroute.gov.za>; Willie Fourie <Willie@gardenroute.gov.za>; Sinekaya Maqekeni <Sinekaya@gardenroute.gov.za>; Landiswa Ntango <Landiswa@gardenroute.gov.za>  
**Subject:** Re: Calitzdorp Spa and De Hoek

Dear Mr Menze,

Thank you for your answer, that clarifies the situation.

On point 3 (your answer #1): when you say that no employees will lose their jobs, does that include contract workers?

On point 4 (your answer #2): Still, you are taking away resorts which service a large part of the community and replacing it with something that services a small group of wealthy people mostly from outside. But this is a point I will include in my formal response.

I would appreciate your response to question 1 and 2 from my first email:

1. Could you please clarify which of the plans refer to which of the two resorts? I am most concerned with the golf course, the desalination plant and the lake, but I would appreciate a full break-down.
2. Could you provide more information regarding the environmental impact of the proposed plans, and any mitigative measures planned in that regard? At the minimum:
  - a. will any natural vegetation be cleared?
  - b. how will the brine and other waste from the desalination plant(s) be disposed of?
  - c. where will water for the golf course(s) and the lake(s) be sourced?

Thank you for your attention.

Kind regards,  
Theo

On 2019/04/23 11:45 AM, Properties wrote:

Dear Mr. Theo Pauw,

Thank you very much for your enquiry.

In response to your email, I wish to categorically answer as follow:

1. There will be no employees laid-off as a result of the long-term. Council when taking the decision allowing Management to engage in negotiations with prospective Concession Partners intending to invest in the Properties – made it painstakingly clear that the rights of the employees in the Resorts (Calitzdorp and De Hoek) are protected and that NO employee should be retrenched as a result of this process. The Executive Mayor and senior management of the Municipality communicated the Council Resolution to all the employees and all employees were assured that they will not lose their jobs. As for the prospective lessee to employ local people currently working at the resorts, those discussions are still underway and are part of the negotiations taking place.
2. The various negotiations that have been undertaken will take the best interest of the community to the front, and it is in the Council's interest to ensure that everyone is benefiting. Furthermore this long-term lease will have far reaching benefits to local community as this will not only be investment on Municipal Properties, but to local communities too.

Hoping that you will find this in order.

Kind regards,  
Lusanda Menze

**From:** Theo Pauw <theopauw@gmail.com>  
**Sent:** Wednesday, 17 April 2019 13:19  
**To:** Properties <Properties@gardenroute.gov.za>  
**Cc:** tkbpauw <tkbpauw@mweb.co.za>; Admin (Rekords) <Rekords@gardenroute.gov.za>; Herman Pieters <Herman@gardenroute.gov.za>  
**Subject:** Re: Calitzdorp Spa and De Hoek

Good day Mr Menze,

I have two further questions:

3. I have heard a rumour that many of the current staff of Calitzdorp Spa at least will be laid off - not sure if this is true? The municipality should ensure that the lessee employs the local people currently working at the resorts.
4. Will steps be taken to ensure that the lessee continues to provide affordable options at both resorts (e.g. camp sites at reasonable prices) so that ordinary residents of the area can continue to make use of it, rather than wealthy people from outside the area or the country? Municipal properties should serve as many residents as possible, not just a wealthy minority from outside.

Thank you for your attention.

Kind regards,  
Theo

On 2019/04/15 09:34 AM, Theo Pauw wrote:

Good day Mr Menze,

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Thank you for your attention.

Kind regards,  
Theo

**Willie Fourie**

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**From:** Theo Pauw <theopauw@gmail.com>  
**Sent:** 24 April 2019 02:06 PM  
**To:** Properties  
**Cc:** tkbpauw; Admin (Rekords); Herman Pieters; Willie Fourie; Sinekaya Maqekeni; Landiswa Ntango  
**Subject:** Re: Calitzdorp Spa and De Hoek

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**From:** Theo Pauw <thepauw@gmail.com>  
**Sent:** Tuesday, 23 April 2019 13:37  
**To:** Properties <Properties@gardenroute.gov.za>  
**Cc:** tkbpauw <tkbpauw@mmweb.co.za>; Admin (Rekords) <Rekords@gardenroute.gov.za>; Herman Pieters <Herman@gardenroute.gov.za>; Willie Fourie <Willie@gardenroute.gov.za>; Sinekaya Maqekeni <Sinekaya@gardenroute.gov.za>; Landiswa Ntango <Landiswa@gardenroute.gov.za>  
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**From:** Theo Pauw <theopauw@gmail.com>

**Sent:** Wednesday, 17 April 2019 13:19

**To:** Properties <Properties@gardenroute.gov.za>

**Cc:** tkbpaaw <tkbpaaw@mmweb.co.za>; Admin (Rekords) <Rekords@gardenroute.gov.za>; Herman Pieters <Herman@gardenroute.gov.za>

**Subject:** Re: Calitzdorp Spa and De Hoek

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**From:** Lusanda Menze on behalf of Properties  
 24 April 2019 09:46 PM  
**Sent:** Theo Pauw; Properties  
**To:** tkbpauw; Admin (Rekords); Herman Pieters; Willie Fourie; Sinekaya Maqekeni; Landiswa Ntango  
**Cc:** RE: Calitzdorp Spa and De Hoek  
**Subject:**

Mr. Pauw,

On your final question, any placement of employees will be done in accordance to the placement policy. Should some employees be required to relocate (of which it may not be the case), costs of relocation will still be covered and applicable policy. As you can see, I am extremely careful with the words that I am employing around this matter, due to its sensitivity – and there are still negotiation processes that still needs to be undertaken with individual employees and their respective labour unions. Council has the best interest of all of its employees at heart, and the Executive Mayor and Municipal Manager in communicating the decision indicated to all the employees that there will be no employee unfairly treated as result of this process. There is commitment and undertaken by the prospective concession partners to train and engross the current employees – but will involve separate negotiations.

On the environmental studies that will need to be done, I could not agree more with you. This is also the process that will be done, and all plans will be approved by the various municipalities in which these resorts are located in (namely Kannaland and Oudtshoorn). Compliance with applicable environmental policies will be needed to.

Hoping that you will find this in order.

Kind regards,  
 Lusanda Menze

**From:** Theo Pauw <theopauw@gmail.com>  
**Sent:** Wednesday, 24 April 2019 14:06  
**To:** Properties <Properties@gardenroute.gov.za>; Herman Pieters <Herman@gardenroute.gov.za>; Willie Fourie  
**Cc:** tkbpauw <tkbpauw@mweb.co.za>; Admin (Rekords) <Rekords@gardenroute.gov.za>; Landiswa Ntango <Landiswa@gardenroute.gov.za>  
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**Cc:** tkbpauw <tkbpauw@mweb.co.za>; Admin (Rekords) <Rekords@gardenroute.gov.za>; Herman Pieters <Herman@gardenroute.gov.za>; Willie Fourie <Willie@gardenroute.gov.za>; Sinekaya Maqekeni <Sinekaya@gardenroute.gov.za>; Landiswa Ntango <Landiswa@gardenroute.gov.za>

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**Cc:** tkbpauw <tkbpauw@mwweb.co.za>; Admin (Rekords) <Rekords@gardenroute.gov.za>; Herman Pieters <Herman@gardenroute.gov.za>

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**From:** Michael Botha <mabothona@lantic.net>  
**Sent:** 15 April 2019 08:46 AM  
**To:** Properties  
**Subject:** Calitzdorp Spa

Dear Mr Menze,

Thank you for the enlightening conversation on the Calitzdorp Spa this morning. I recall that the last flood in the region was towards the end of 2007, possibly November. It is welcoming news that the Calitzdorp Spa is to be developed by the private sector as it has tremendous development potential.

I am well acquainted with the Spa and its difficulties faced over many years and could possibly play a meaningful role in its future development.

The contact details of LEN24 South African subsidiary company in Cape Town will be most welcome.

Many thanks for your professional help.

Best wishes,

**Michael Botha (Mike)**

mabothona@lantic.net  
044-6952222

Chartered Construction Manager  
Corporate Building Surveyor  
Member SA Planning Institute (SAPI)



**Willie Fourie**

**From:** Colin Fordham <landuseadvice@capenature.co.za>  
**Sent:** 16 April 2019 09:04 AM  
**To:** Properties  
**Cc:** Annelise Schutte-Vlok  
**Subject:** Notice - Long-term lease to manage and operate De Hoek and Calitzdorp resorts

Dear Mr Menze,

Hope you are well!

Please can we setup a meeting with you regarding the advert that the Garden Route District Municipality has issued, for the proposed lease and development of the De Hoek and Calitzdorp resorts.

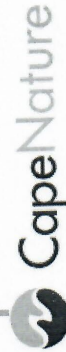
In terms of co-operative governance, we are particularly interested in what the proposed future development of these facilities entails and would like to assist the Garden Route District Municipality where necessary or required.

Please feel free to contact me at your earliest convenience. I would also recommend that we liaise\invite with the DEA&DP to determine NEMA applicability. Mr Danie Swanepoel would be the appropriate manager to invite from the DEA&DP.

Regards,

**Colin Fordham**

Scientist: Land Use Advice | Scientific Services



tel +27 87 087 3058 | fax +27 44 802 5313 | cell +27 79 521 1911  
 email cfordham@capenature.co.za | postal Private Bag X8646, George, 6530  
 physical 4<sup>th</sup> Floor, York Park Building, York Street, George, 6530  
[www.capenature.co.za](http://www.capenature.co.za)

Disclaimer: This electronic message and any attachments is intended



8/5/2019

The Municipal Manager  
 Garden Route District Municipality  
 P O Box 12  
 George  
 6530

**Lease to manage & operate De Hoek Mountain Resort &  
 Calitzdorp Spa**

I wish to comment and object re the above proposed lease

1. The lease was never put on public tender as is required
2. No details of the present proposed lease has been communicated to the public; amongst others; what the rental payable will be; what the investment by the lessee will be and who the shareholders and directors are and why and what basis this proposed lease has been 'awarded' to this company
3. What experience and track record if any does this company have in this field
4. What financial guarantees are the company offering to ensure that the proposed rental and upgrades get done

Without these and other answers I object to this proposed lease

My proposal would be that these resorts be placed on public tender

Best regards

Albert Wiffen

7 Point Road

Mosselbay

6500

[albert@trebla.co.za](mailto:albert@trebla.co.za)

0828561247

[www.bestofmosselbay.co.za](http://www.bestofmosselbay.co.za)

[www.hotelpossible.co.za](http://www.hotelpossible.co.za)

Willie Fourie

**From:** Albert Wiffen <albert@trebla.co.za>  
**Sent:** 20 April 2019 01:06 PM  
**To:** Properties  
**Subject:** erf 419 mossel bay 2 notoces

Hi there Mr Menze

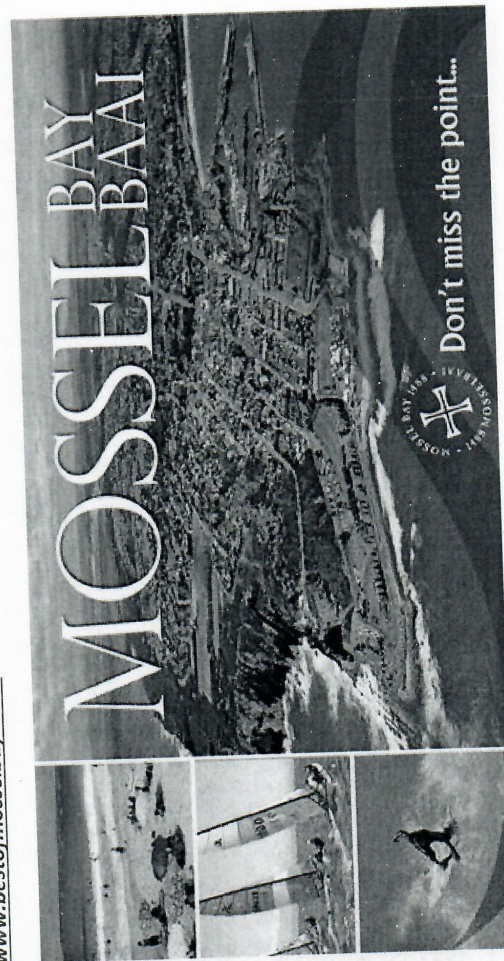
Could you send me more details regarding these 2 proposed leases for erf 419 mossel bay

Many thanks  
albert

albert

0828561247

[www.bestofmosselbay.co.za](http://www.bestofmosselbay.co.za)



---

Willie Fourie

**From:** Albert Wiffen <[albert@trebla.co.za](mailto:albert@trebla.co.za)>  
**Sent:** 20 April 2019 01:06 PM  
**To:** Properties  
**Subject:** Lease to manage & operate De Hoek Mountain Resort & Calitzdorp Spa

Att Mr L Menze

Hi there

Pls could you supply me with more details re the above

Eg; rental per month

Tender process followed

Total investment etc etc

Mant thanks

Albert wiffen  
0828561247  
[www.bestofmosselbay.co.za](http://www.bestofmosselbay.co.za)

ANNEXURE A

---

**Willie Fourie**

**From:** Louis van der Walt <louis@innernet.co.za>  
**Sent:** 23 April 2019 02:38 PM  
**To:** Properties  
**Subject:** Re: Proposed long term lease of De Hoek

Good day

Can you supply me with more detail surrounding the proposed development of the De Hoek resort.  
In particular the resort is used for numerous school camps and I would like to know if those facilities would still be available with the proposed development.  
Also what is the suggested timeframe for the development.

Regards

Louis van der Walt

Tel: 083 6334336  
email: [louis@innernet.co.za](mailto:louis@innernet.co.za)



**Willie Fourie**

**From:** Willie Fourie  
**Sent:** 24 April 2019 08:04 AM  
**To:** Properties; Sinekaya Maqekeni  
**Cc:** Melanie Wilson; Landiswa Ntango  
**Subject:** RE: Lease to manage & operate De Hoek Mountain Resort & Calitzdorp Spa

Good morning Kaya

Most of the questions raised cannot be answered before a lease agreement is signed.

The actual development is also not yet known.

Please provide me with the correct wording to address the question on the "tender process followed"

Thank you

**From:** Lusanda Menze **On Behalf Of** Properties  
**Sent:** 23 April 2019 09:09 AM

**To:** Willie Fourie  
**Cc:** Melanie Wilson; Landiswa Ntango  
**Subject:** FW: Lease to manage & operate De Hoek Mountain Resort & Calitzdorp Spa

Dear Mr. Fourie,

Can you attend to this enquiry from Mir Wiffen. Most of the information is contained on the draft LONG-TERM LEASE AGREEMENT. You can consult Mr Maqekeni should you have difficulty in getting some information.

Kind regards,  
 Luanda Menze

**Properties**



Properties@gardenroute.gov.za  
 Tel: 1  
 ...

**Willie Fourie**

**From:** Willie Fourie  
**Sent:** 25 April 2019 08:38 AM  
**To:** Properties; louis@innernet.co.za  
**Cc:** Lusanda Menze; Sinekaya Maqekeni  
**Subject:** RE: Proposed long term lease of De Hoek

Good morning Sir

The detailed development proposals are not known yet.

The detailed development proposals will be submitted for consideration and approval to the applicable authorities once the long term lease agreement is finalized.

Detailed proposals will be subject to applicable legislation and may include an environmental impact assessment as well as other applicable studies.

Development proposals will be subject to applicable legislation and may include an environmental impact assessment as well as other applicable studies.

It is difficult to put exact timeframes to the development phase as there are unknown factors that may extend the envisaged development timeframe.

I am unfortunately not in a position to comment on the possible availability to school and other groups until the detailed development proposal is available.

The Resort will close on a date yet to be determined and is subject to the successful completion of a long term lease agreement.

Once the Resort is closed advance bookings will be cancelled and deposits paid will be refunded in full.

I am unfortunately not in a position to indicate the date of closure yet.

Please report any further queries in this regard

**From:** Lusanda Menze **On Behalf Of** Properties  
**Sent:** 24 April 2019 01:04 PM  
**To:** Willie Fourie  
**Subject:** FW: Proposed long term lease of De Hoek

Please attend to this enquiry from Mr. van der Walt.

Its straight forward!



#### Properties

[Properties@gardenroute.gov.za](mailto:Properties@gardenroute.gov.za)

Tel: 1

Emergency Communications: +27 (0)44 805 5071



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**From:** Louis van der Walt <[louis@innernet.co.za](mailto:louis@innernet.co.za)>

**Sent:** Tuesday, 23 April 2019 14:38

**To:** Properties <[Properties@gardenroute.gov.za](mailto:Properties@gardenroute.gov.za)>

**Subject:** Re: Proposed long term lease of De Hoek

Good day

Can you supply me with more detail surrounding the proposed development of the De Hoek resort. In particular the resort is used for numerous school camps and I would like to know if those facilities would still be available with the proposed development. Also what is the suggested timeframe for the development.

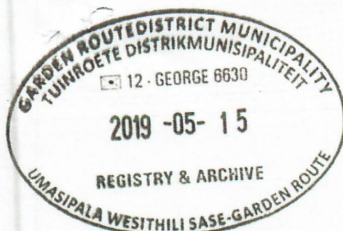
Regards

Louis van der Walt

Tel: 083 6334336

email: [louis@innernet.co.za](mailto:louis@innernet.co.za)





File Nr	7/4/13/1
Scan Nr	
Collab Nr	

Mike Wood

91 Upper Duthie Drive  
Belvidere  
Knysna 6571  
Western Cape  
Tel 044 387 1015  
crailhouse@icloud.com

07 May 2019

The Municipal Manager  
Garden Route District Municipality  
PO Box 12,  
George 6530

Dear Sir/Madam

**OBJECTION TO PROPOSALS FOR DEVELOPMENT OF DE HOEK  
MOUNTAIN RESORT AND CALITZDORP SPA**

I have seen the Public Notice which appeared in the Knysna-Plett Herald on 18 April. I have also written and spoken to Willie Fourie (Manager, Property Development, Planning and Resorts). My email to him and Passmore Dongi of 23 April refers. In this I raised various concerns specifically in relation to Calitzdorp Spa. I regret that Mr Fourie's reply of 25 April did not adequately address these. The purpose of this letter is therefore to raise objections to certain aspects of the published proposals.

I have not visited De Hoek resort so I am commenting exclusively in respect of the **Calitzdorp Spa**. I am aware that this facility is regarded by many as being somewhat 'tired' and in need of upgrading. This is true perhaps of the accommodation which, whilst always clean, is a little too rustic in nature to ensure everybody's satisfaction.

However, the spa is a place of peace and quiet (or it should be); it provides an important source of relaxation and unwinding from the stresses and strains of busy life. Indeed for many patrons, it is also a crucial part of their recovery from various illnesses. Therefore it is with dismay that I find reference in your development proposals to elements such as a 'virtual reality arcade,' a 'railway system and trains for kids and adults to view resort attractions' and a 'kids playground.' Mr Fourie could not, or would not say for which of the two facilities these ideas have been mooted. But clearly they are under discussion for one or the other or they would not have formed part of your call for proposals.

My opinion is that the spa is not, *prima facie*, a facility for which children should be given priority. It is true that some patrons bring children along with them, but there is much day to day evidence to suggest that kids misuse and abuse the facilities on offer and are given no supervision by their parents. Indeed on one occasion, I saved one child from drowning in the deeper of the two hot baths. His parents were nowhere in sight and did not appear when the boy's sister was asked to fetch them.



The spa is primarily for adults, even if there is a kiddies splash pool. Adding facilities like a railway for kids' enjoyment, is inappropriate and indulgent. Furthermore, any such change will ruin the peaceful atmosphere which patrons most value.

The idea of a 'virtual reality arcade' is so tasteless that it beggars belief. I really don't know what sort of mind could have conceived it.

Returning to the issue of accommodation, yes, there is scope for improvement. But as I made plain to Mr Dongi and Mr Fourie, you must avoid making the improvements such that clients are then required to pay an outrageous sum of money to enjoy the wider facilities of the spa. You may suggest that this will not happen, but we have seen exactly this at other South African attractions, not least the accommodation now on offer at De Hoop Nature Reserve. There, some years ago now, the accommodation was tastefully upgraded. Unfortunately the end result is that chalets are unaffordable (except to foreign tourists), now that the running of them is contracted out to the private sector.

I am assuming that the proposal for a golf course is aimed at De Hoek because there is no space for such a development at the spa. However, the proposal needs to be considered in the light of so many other failed golf developments around the country. Consider the one for example which is at Katberg in the Eastern Cape, owned no less by the same people who own Simola in Knysna. The golf course at Katberg is nice enough, but it is underused and runs at a loss. I think it most unlikely that a course stuck in the middle of the Karoo is going to pay dividends. Courses need an enormous upkeep. If development proposals for the two facilities are designed to bring in more revenue, you will find that a golf course is a drain on resources, not the other way around.

I hope my concerns will be given fair consideration.

Yours sincerely,

*Michael Wood*  
MIKE WOOD

COPY TO:	
FOR COMPLETION:	
COMMENTS:	
INFORMATION:	
DISCUS WITH:	
DIAGNOSIS:	
MAYOR:	
EMM:	15/05/19 DATE <i>EM</i>

**Willie Fourie**

**From:** Willie Fourie  
**Sent:** 25 April 2019 11:22 AM  
**To:** Properties  
**Subject:** FW: DE HOEK MOUNTAIN RESORT AND CALITZDORP SPA  
**Importance:** High

**From:** Mike Wood [mailto:craihouse@icloud.com]

**Sent:** 25 April 2019 10:50 AM  
**To:** Willie Fourie  
**Subject:** Re: DE HOEK MOUNTAIN RESORT AND CALITZDORP SPA  
**Importance:** High

Mr Fouries

I appreciate your response. However, at this stage I don't feel that my central question has been answered. That is, which of the proposals (as advertised in the Herald) will be applicable specifically to Calitzdorp Spa? If you cannot provide a clear answer, I fear I will need to register my objection to some of what is proposed (arcades, children's railway and the like).

Regards,  
 Mike Wood

On 25 Apr 2019, at 7:20 AM, Willie Fourie <[Willie@gardenroute.gov.za](mailto:Willie@gardenroute.gov.za)> wrote:

Good morning Mr Woods

We acknowledge receipt of your email relating to your enquiry relating to the adverts issued by Garden Route Municipality on Calitzdorp Spa and De Hoek Mountain Resorts. These adverts sought to sensitize the community of the Garden Route Region of the municipality's processes in relation to negotiations of long-term lease agreements to a prospective partner which will develop and operate the two-mentioned resort. This process is been undertaken on a Council Resolution, wherein Council has consistently observed some challenges concerning maintenance of our resorts, in particular Calitzdorp Spa and De Hoek Mountain Resorts.

As you would know, these are the strategic assets of the Municipality, however, in their current state or form has become liabilities to the municipality. An overarching long-term plan was then advanced in the form of a Turn-Around Strategy, which then outlines on how the municipality will resuscitate and ameliorate these challenges enunciated herein. We would equally be alarmed, as you would be, if there cannot be developments taking place at the resorts, and this investment in our properties would remain as an attraction to benefit the overall populace



of the region. There is nothing questionable on the proposed developments that will be on our properties, but these will seek to harness the landscape of the area and provide the visitors with a various options to explore.

Council will not alienate the properties and will enter into long term lease agreements if successful.

The detail of the developments to take place at both resorts are not known yet.

Environmental legislation and principles will ensure environmentally friendly developments. Compulsory studies including but not limited to an Environmental Impact Assessment will be done before any developments are approved by the responsible authorities at National, Provincial and Local level.

All the applicable legislation will be adhered to.

The applicable communities will benefit through job creation opportunities in the construction phase as well as the continued operational phases.

The investment potential and subsequent tourism related income in both the Oudtshoorn and Kannaland rural areas is also huge.

Council will ensure that all developments are done responsibly to the maximum benefit of the applicable communities.

Please do not hesitate to report any further queries.

#### Willie Fourie

Manager Property Development, Planning & Resorts  
[Willie@gardenroute.gov.za](mailto:Willie@gardenroute.gov.za)  
 Tel: +27 (0)44 803 1300 | +27 (0)83 629 0154

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 George, George, 6530, South Africa  
 Emergency Communications: +27 (0)44 805 5071

[www.gardenroute.gov.za](http://www.gardenroute.gov.za)

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<image1c43bf.PNG> <image51c819.PNG>

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**Willie Fourie**

**From:** Nomadsmcc@mweb.co.za  
**Sent:** 26 April 2019 05:57 AM  
**To:** Properties  
**Subject:** PROPOSED LONG-TERM LEASE TO MANAGE AND OPERATE DE HOEK MOUNTAIN RESORT AND CALITZDORP SPA

Dear Sir/Madam,  
 I refer to Notice 46/2019 and would appreciate it if you could provide me with a copy of the Len24 (Pty) Company profile and credentials.


Thanking you.


Yours faithfully,

*Ludwick M Jacoby*


Chairman  
 Nomads Motorcycle Club of Cape Town  
 PO Box 61  
 Howard Place, Pinelands,  
 7450


 021 558 8537 (H)

 082 559 7729 (Cell)

 021 558 9036 (Fax)

 [nomadsmcc@mweb.co.za](mailto:nomadsmcc@mweb.co.za)

 [www.nomads.org.za](http://www.nomads.org.za)

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**Willie Fourie**

**From:** Lynette <lynette@sporesa.co.za>  
**Sent:** 29 April 2019 12:34 PM  
**To:** Properties  
**Cc:** dehoek  
**Subject:** re: De Hoek Vakansie-oord  
**Importance:** High

Geagte mnr Menze

Ek reageer graag op die skrywe ontvang aangaande De Hoek Vakansie Bergoord asook die Calitzdorp Spa oord.

My belang lê eintlik by De Hoek vakansie Bergoord.

Ek is 'n skoletoeroperateur wat die afgelope 12 jaar gebruik maak van die fasiliteite by De Hoek. So het my voorganger, by wie ek die besigheid oorgeneem het, ook gedoen vir die voorafgaande 20 jaar.

Dit is nou regtig met groot bekommernis dat ek die skrywe aan u rig.

Oudtshoorn en omgewing is die hartklop vir die toerismebedryf van oorsese toeriste tot ons plaaslike laerskole in Oudtshoorn en Suid-Afrika wat hier kom toer. Die hele spektrum besoek graag Oudtshoorn en omgewing.

Ons kon nog altyd met groot vrymoedigheid bekostigbare pakkette vir skole uitwerk omdat ons beskostigbare akkommoedings in die omgewing kon bekom. Ek verwys veral

hier na De Hoek.

Soos ek verstaan het oor die jare, is De Hoek vakansie oord gebou/ontwikkel met oog op plaaslike toerisme veral gefokus op skoolgroepe. Ek glo dit is hoekom dit altyd bekostigbaar is/was.

Daar is ook nie nog 'n plek in Oudtshoorn wat die hoeveelheid mense kan huisves soos De Hoek nie. Wanneer dit weggeneem word laat dit regtig 'n baie groot leemte in die mark en ek is oortuig daarvan dat groot groepe dan eerder aan die ander kant van die berg 'n heenkome sal soek. Oudtshoorn verloor dan sodoende baie besigheid.

Wat my bekommer rondom die ontwikkeling van 'n buitelandse groep, is altyd die koste wat daarmee saamgaan. As ek reg verstaan, is daar groot planne vir ontwikkeling in die pyplyn. Golfbane en treintjies en vele meer. Dit alles is wonderlik en ek glo ook nodig, maar jaag die onderhoud van 'n instansie geweldig op. Daarmee sê ek nie dat ek teen ontwikkeling gekant is nie, maar sal ons dit nog kan bekostig om ons groepe daar te huisves?

Is die ontwikkeling nie net op die buitelandse mark gerig nie? Sal daar 'n spesiale tarief vir ons plaaslike toeroperateurs wees? Watter versekering het ons dat dit vir ons plaaslike mark toeganklik sal wees?

Ek het oor die jare goeie diens ontvang by De Hoek en die bestuursplan het uit hulle pad gegaan om te help waar hulle kan.



Ek doen dus 'n groot beroep op die span wat die besluit maak aangaande die 2 oorde dat julle met groot omsigtig sal optree. Dat julle die gemeenskap van Oudtshoorn ingedagte sal hou. Dat julle ook asb die plaaslike mark in gedagte sal hou. Die Suid-Afrikaanse mark en dan in die besonder die Suid-Afrikaanse skolemark

Baie dankie

Vriendelike groete

LYNETTE MARAIS | [www.sporesa.co.za](http://www.sporesa.co.za) | 082 393 1558 | **LIKE ONS OP facebook**

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**Willie Fourie**

**From:** Willie Fourie  
**Sent:** 13 May 2019 11:41 AM  
**To:** Lynette@sporesa.co.za  
**Cc:** Lusanda Menze; Herman Pieters; Properties  
**Subject:** De hoek Vakansie-oord

**Importance:** High

Goeie môre

U navraag met die fokus op die beskikbaarheid vir skoolgroepe het betrekking.

Aanvaar asseblief my verskoning dat ek nou eers op u navraag reageer.

Op die stadium is daar nog nie detail ontwikkelingsvoorstelle beskikbaar nie. Die detail voorstelle sal eers finaliseer word as 'n huur ooreenkoms onderteken is met inagneming van alle kommentaar ontvang oor die voorgestelde verhuring.

Die voorgestelde ontwikkeling sal inderdaad tot grootskaalse investering in die area lei. Daar sal ook 'n aansienlike hoeveelheid werksgeleenthede geskep word tydens die ontwikkelings- sowel as die operasionele fases.

My Raad sal met groot omsigtigheid die ontwikkelings voorstelle oorweeg.

Die fokus area van die nuwe ontwikkeling sal ook in ag geneem word en sal al die gemeenskaps voordele in ag geneem word in die goedkeurings proses.

Ek kan ongelukkig nie kommentaar lewer oor die toegang al dan nie vir die plaaslike mark totdat die detail ontwikkelingsvoorstelle beskikbaar is nie.

Rapporteer asb. enige verdere navrae in die verband.

Mooi dag

**Willie Fourie**

**From:** laura@lacasual.net on behalf of laura@whats4chow.com  
**Sent:** 14 May 2019 11:02 PM  
**To:** Properties  
**Subject:** Notice Number: 46/2019

Garden Route District Municipality in terms of Resolution H.2 intends to enter into a long-term lease agreement (50 years) with LEN24 (Pty) Ltd to manage and operate De Hoek Mountain Resort and Calitzdorp Spa.

Attention: **Mr L Menze,**  
**Planning & Economic Development,**  
**at telephone number (044) 803 1398**

**Good Day Sir,**

Why do we need a golf course it is an oxymoron that you are going to rip up many hectares of natural veld to make a golf course that needs vast amounts of water to maintain and you are then going to rejuvenate the flora and fauna and put in a desalination plant which will use natural water sources such as aquifers not sea water. It is lalla land to believe that they are going to produce enough water to service the Kannaland while destroying the aquifers Farmers wake up and protect your natural resources. I am all for development and creation of employment but not at the expense of the natural environment. Also how much are they paying for the lease? There has been a couple of leases like this done in the Western Cape and 5 years down the line the entity leasing the property is collecting the income that the municipality used to collect and very few if any of the improvements that they promised have been executed. I truly believe that there has to be a well advertised public meeting for all ratepayers in Kannaland where the full terms of the lease and time frame of developments is disclosed and more time is allowed for comments and objections to certain parts of the proposal

Regards  
 Laura Lucas  
 Phone 044-2133-011



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**Willie Fourie**

**From:** Julius, Samuel <julius@vwsa.co.za>  
**Sent:** 17 May 2019 11:48 AM  
**To:** Properties  
**Cc:** dehoek; robert;julius77@gmail.com; nicholasjulius1@gmail.com  
**Subject:** RE Public Notice DE HOEK MOUNTAIN RESORT and CALTZDORP SPA  
**Attachments:** img303.pdf; img300.pdf; img301.pdf; img302.pdf; Scan.pdf; ATT00001.txt; ATT00002.htm

Dear Sir/Madam

To whom it may concern:

With Regards to: NOTICE Number 46/2019

This letter attached serves to our objection with regards to proposed long term lease of these Resorts Attached.

Hope you will have a look into it and we already booked for this year family Reunion in September.

Your speedy response in this regard will be highly appreciated as we started already to deposit money since last year for our Reunion.

Thank you kindly.

God bless

Samuel Julius  
Fax 0865143966  
Cell. 0726785653

[julius@vwsa.co.za](mailto:julius@vwsa.co.za)

To: The Municipal Manager  
 Garden Route District Municipality  
 P O Box 12  
 George  
 6530

To whom it may concern:

The Municipal Manager

Dear Sir/Madam

With regards to Public Notice No 46/2019 received of De Hoek Mountain Resort. For the new developments.

We as a family use this as our family reunion almost every year now because it is affordable for us and we can even accommodate a lot of our families that cannot really afford to go.

We understand that it will bring new developments and a lot of new facilities but this will mainly attract Tourists.

So this will be unfair towards us as local families who really enjoy this resort the way it is and operated now.

With all these new developments we will not be able to go and where else will we go with the best prices we ever received before.

We use this also for Church functions and meetings because it is affordable to go for a week or a weekend planning meetings as well.

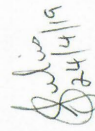
So we strongly disagree with this new developments because this will put the affordability in a much higher bracket.

We are happy and really appreciate it because there is no other places that can really accommodate us with availability and affordability.

We hope that you would take this in careful consideration to keep this resorts as it is.

**Attached is a list of names of our families who are really against this new developments.**

Thank you kindly.

  
 24/4/19

Samuel Julius (Family co-ordinator and planner)

To: Mr L. Menze

Planning and Economic Development

Garden Route Municipality.

Dear Sir.

I read about the proposed lease of Calitsdorp Spa and De Hoek Mountain resort and I hereby wish to share my concerns with you.

First of all, I would like to know if an Environmental Impact Assessment has been done in the area to before the approval of the proposed developments. If yes, can you please provide me with a copy of the EIA report? The reason I ask this, is that, especially De Hoek, has its own water resources. Imagine how quickly groundwater resources will be depleted with the development of a golf course and a lake which is going to be built who knows where. The Grobelaarsriver that runs in the area also serves as water resources for the different farms in the area. The various proposed developments, however, will result in these farm areas being deprived of water which is a necessity for the farms in the area. Not to think about the vegetation in the area. There is no way that developments can go forward without destroying indigenous vegetation in the area.

The areas around both De Hoek Mountain Resort and Calitsdorp Spa, is also home to wild life. Again, developments in the area will have a negative impact on the immediate environment. The whole ecosystem will be disturbed by the so-called developments. I am sure that various environmental laws will be ignored if these so-called developments will proceed.

Both de Hoek Mountain Resort and Calitsdorp Spa are two of the few affordable holiday destinations for the people of the Klein Karoo and Garden Route. The proposed developments will deprive these people... no no no... It will ROB these people from the perfect place to break away from their everyday life. These are the resorts where the ordinary people can take their families for a weekend, or even for a holiday just to relax and enjoy themselves. People from different ethnic backgrounds frequently visit these resorts that you want to "sell" to people that don't know nothing about the area. This is where many friendships started, where many families bonded, where many relationships started... This is where many memories were made and now the municipality wants to take it away... JUST LIKE THAT.

In the many years that I have visited De Hoek Mountain Resort, many schools, churches, and other organisations used the resort for their gathering as it very much comfortable and affordable. Many huge events take place in the resort. For example, the Dry Land events, Motorcycle rallies, family reunions, school tours, church gatherings and many more. This also attribute to economic growth for the Klein Karoo area.

I am not even sure if the people who approved the lease, know the rich history of De Hoek Mountain Resort. The resort is surrounded by many caves. If you can find the time to go to even one of those caves, you will see the art work of the "Boesman". This is clear evidence of the heritage left by the ancient people who lived in the area many years ago. It is this very heritage that you want to take away from the people of Grootkraal, Matjiesriver, Rooiwal and even the people of Oudtshoorn.

What about the people that live and work on these resorts for so many years? I know there are people working in De Hoek for more than 30 years. These people are part of the reason why so many people from all over the country still come back almost each year. They are part of the reason why so many people speak highly of the neatness, cleanliness and hospitality received in de Hoek. These people work physically very hard, but with A SMILRE ON THEIR FACES.

"Selling" Calitsdorp Spa and De Hoek Mountain Resort is the same as "steeling" from the People of the Klein Karoo and its physical environment.

Sad regards.

Craig Louis.

Joubertina.



Willie Fourie

**From:** Trevor Land <ctpro@whats4chow.com>  
**Sent:** 20 May 2019 11:29 AM  
**To:** Properties  
**Subject:** Objection

Good day,

I and many of my associates would like the following questions answered before this "scheme" proceeds:

- 1) Why was this lease offering not put out to tender as it should have been as required by law?
- 2) What happened to the drought relief funding that was provided to ensure our water security? Is this going to disappear into the bottomless pit, as much of previous funding did?
- 3) What exactly are these genius's going to desalinate? The ocean is 120km away. You guys must think we're idiots to believe that people who we have never heard of before can miraculously provide water security through desalination.
- 4) A golf course requires trillions of liters of water to sustain. This will inevitably have to be pumped from arterial water, leaving nothing for anyone else who has spend large amounts of money drilling boreholes.

These matters need to be addressed. The manner in which this "scheme" has been introduced stinks of corruption and kickbacks.

Regards,  
Trevor Land



**KANGOVALLEIE**  
LANDBOUVERENIGING

p/a Posbus 703 Oudtshoorn 6620  
Voorsitter: Hennie-Edna Janse van Rensburg  
Tel: 066 239 6133

18 May 2019

The Municipal Manager  
Garden Route District Municipality  
PO Box 12  
GEORGE  
6530

*CPW*

Dear Mr Stratu

**PUBLIC NOTICE #46/2019: PROPOSED LONG TERM LEASE TO MANAGE AND OPERATE DE HOEK MOUNTAIN RESORT AND CALITZDORP SPA - OBJECTION, COMMENT, REPRESENTATION**

Notice 46/2019, given in terms of the Local Government: Municipal Finances Management Act (no 56 of 2003), read with the Asset Transfer Regulations (R878 of 2008), the Promotion of Administrative Justice Act (no 32 of 2000) as well as the Local Government Municipal Systems Act (no 32 of 2000) that the Council of the Garden Route District Municipality in terms of Resolution H.2 intends to enter into long-term lease agreement with LEN24 (Pty) Ltd to manage and operate De Hoek Mountain Resort and Calitzdorp Spa, has reference.

The Kangovalleie Landbouvereniging represents some 50 farmers in the Kango Valley – **De Hoek** forms part of this Agricultural Union's area. It must be stated that we, per se, are NOT against development, but we are concerned about the potential impact that it could have on our members. We therefore urge you to consult with us regarding this development, and are herewith formally making representation:

- Registration as Interested and Affected Party

We are hereby officially registering as an I&AP, and request that this registration is acknowledged – we expect **written confirmation** of this registration.

*[It must be noted that we lodged a written objection to a previous developmental proposal (Notice 108/2018) on 19 November 2018 (attached), and have received neither an acknowledgement of receipt nor feedback on the process.]*

- Water / sewage

A development of the magnitude as described in the Notice will no doubt seriously affect the farmers in the region. Water to be used for this facility will most probably be taken from the same source that the farmers are currently using. The same goes for sanitation systems that will also need water from the same source. This source is currently under tremendous strain – putting it under more strain will most certainly negatively affect the agricultural community. The management of the sewage effluent is another concern – this has to be agreed upon by multiple stakeholders and water users, including our Agricultural Union representatives.



**KANGOVALLEIE**  
LANDBOUVERENIGING

p/a Posbus 703 Oudtshoorn 6620  
Voorsitter: Hennie-Edna Janse van Rensburg  
Tel: 066 239 6133

- Agricultural portion of the property

We are concerned about the agricultural portion of the property. A previous Notice (for which we also registered as an I&AP) indicated a honeybush tea project was to be established there. The current activities on the agricultural portion is of a concern for our union – these concerns were logged in our objection letter.

- World Heritage Site

The site is adjacent to a World Heritage Site, the Swartberg Mountain Range. Specific precautions have to be considered when contemplating a development, and it is important that CapeNature is consulted in any plans. They have also made this request independently.

- Safety

One of the main concerns is the influx of people into the area, and the safety concerns going hand in hand with that.

- Being part of consultations

It is a huge concern for us that our Agricultural Union, like CapeNature, has not been consulted in the process thus far. We are one of the main job creators and form the landowner base of the region, and any development should be done in consultation with us.

Even more concerning is the fact that we are not recognised as a participant or an I&AP – we have to date not even received an acknowledgement of our concerns on the honeybush tea matter.

We feel very strongly that we can (and should) add value when developments are considered in our area.

I trust that this representation will be taken into consideration and we are awaiting acknowledgement of this letter and feedback.

Trust to hear from you soon.

Kind regards

HENNIE-EDNA JANSE VAN RENSBURG



## **SOLO Outdoor Experiences**

150 Greeffstraat, Oudtshoorn | P.O.Box 710, Oudtshoorn, 6620 |  
tel: 044 272 3558 | fax: 086 580 1877 |  
email: [info@soloadventures.co.za](mailto:info@soloadventures.co.za) | [soloutexp@mweb.co.za](mailto:soloutexp@mweb.co.za) |  
web: [www.soloadventures.co.za](http://www.soloadventures.co.za) |



### **VIR AANDAG MNR. PASSMORE DONGI PROJEKBESTUURDER**

Met verwysing na u skrywe in die koerant (Openbare Kennisgewing 46/219) rakende De Hoek Bergoord en Calitzdorp Spa, wil ons graag ons bekommernis met u deel asook die natuur wat ons baie na aan die hart lê.

Dit is met groot hartseer dat ons van die bogenoemde kennisgewing verneem aangesien ons as gesin sedert die begin van die ontwikkelinge by De Hoek Bergoord betrokke was. Jare gelede was dit 'n sogenaamde "kleurling-vakansieoord" en my man het gereeld foto's geneem van die vordering en hoe De Hoek Bergoord stelselmatig in 'n pragtige oord ontluk het.

#### **Ons versoek dat u die volgende in ag neem en terugvoering voorsien:**

- Wanneer is die nodige inpakstudies gedoen oor die bewaring van die natuur en die geskiedenis van die omgewing? Is Natuurbewaring geken in die saak?
- Waar en wanneer was daar 'n plasing in die Staatskoerant rakende hierdie projek?
- Wat gaan word van die mense wat al soveel jare saam met De Hoek Bergoord gegroei het en altyd vriendelik en behulpsaam is en sorg dat die oord in stand gehou word?

#### **SOLO Outdoor Experiences en De Hoek Bergoord**

SOLO is al sedert Augustus 1998 deel van De Hoek Bergoord en is deur twee matrikulante begin wat in daardie stadium nie werk kon kry nie. As 'n vorm van werkskepping vir hulle (entrepreneurskap) het ons hulle gehelp om hierdie besigheid op die been te bring en hulle vir die werksêreld voor te berei. Hierdie besigheid dien dus om ander mense die geleentheid te bied om hul selfvertroue te verbeter en dan hulle vlerke te spreid. Van die begin af was ons missie nog altyd om die natuur te bewaar en mense bewus te maak van hoe broos dit eintlik is en dat ons alles in ons vermoë moet doen om dit vir die toekomstige generasies te beskerm.

Deur die jare heen het verskeie "leiers" vir ons gewerk. Ons het hulle blootgestel aan die natuur, opleiding verskaf in verskeie buitemuurse en opvoedkundige en leierskapsaktiwiteite en teen die einde van die dag kon hulle nugter besluit oor hul toekoms neem en die werksomgewing met selfvertroue betree. Tans beklee meeste van ons vorige leiers hoë poste in die werksêreld.

Ons missie is om mense bewus te maak van die vorige inwoners van die vallei, hoe om die rotskuns te bewaar en om die fauna en flora teen vandalisme te beskerm. In die avontuurafdeling leer ons hulle om hul vrees vir hoogtes en die donker onbekende te oorkom. Besoekers strek vanaf Greenwood Port Elizabeth tot baie van die Kaap se skole wat op 'n gereelde basis elke jaar die oord besoek.

Hulle was nog altyd welkom om foto's te neem, maar niemand het ooit enige van die fauna en flora beskadig of iets afgebreek om huis toe te neem nie, al wat agterbly, is die voetspore van jonk en oud nog so effens sigbaar in die sand en as die son begin sak, vee die wind saggies weer die voetspore toe.



5/21/2019

Dear Mr Stratu

Firstly, I was very surprised and upset to find out that comments can only be submitted by post. Our post office is barely functional and we do not receive any post anymore. No letters we sent by normal mail the past year reached their destination. This means that only people who have the money and access to certified post/courier services have any chance of commenting on this post. Even people without computers can send an email for free from a library these days and even cheap smartphones have email apps today. It is really a pity that your municipality is not keeping up with technology. I will send you a letter as well, even although it will reach you after the due date.

I am sending you this email in the hope that you will read it at least. This email concerns Calitzdorp Spa. We own a small rondavel house against the hill above the Spa and we are busy renovating it so that we can stay there for longer periods of time now that we have retired. This year it has been difficult to get there because of my father's poor health. We live in Kullisrivier near Cape Town. We often have friends who camp or stay in chalets at the Spa while we are there.

My grandfather, Hendrik Meiring, used to own the farm that is now Karoowater Guest Farm. He worked as a labourer and helped build the railroad between Calitzdorp and Oudtshoorn until he had enough money to buy the farm. From the time I was an infant we spent holidays at my grandfather's farm and we went for a swim at the Spa (then known as Die Bad) nearly every day - summer or winter. My grandfather and my parents believed in the healing power of the natural warm spring at the Spa. I am now 61 and my parents are 85. The Spa has always been an important part of our extended family's lives. My sister and my cousin were married in the big hall and my uncle Danie Meiring used to conduct an interdenominational church service at the Spa on Sundays for as long as he was on the farm.

My son, Theo Pauw, has asked Mr Menze most of the questions we have and most have been adequately answered. He has an MSc in GIS and Remote Sensing and knows more about the environment than we do. He has always loved the area and the Spa and often takes his friends there. My husband and children are also keen mountaineers and hikers and often explore the area with the farmers' permission. We love the hiking trails at the Spa.

Years ago we witnessed the construction of a small golf course at the Spa. Pipes were laid every day and the greens were watered. In the beginning it was quite green, but as the Spa's borehole dried up and drought set in, the golf course was abandoned. We thought it was a foolish enterprise - not only because the land is much too arid to sustain a golf course, but we spent our holidays there and seldom saw more than one or two people play at the golf course. At the moment, the area is in the grip of an unprecedented drought. A golf course will put a great strain on the environment, the natural vegetation and the water resources. A golf course needs lots of water and people are already saying they do not belong in our water-scarce country. We beg you to reconsider the idea of a golf course.

Please do not build a fake lake there either. I also hear rumours in Calitzdorp that you are going to build a dam in the river. I hope it is not true. It would be foolish, as there have been many floods in the river over the years. We had to be airlifted from our house during the flood of 1981. There was an even bigger flood in 1996.

Theo has referred to our concerns regarding the disposal of brine and waste generated by a desalination plant. I hope that you have a proper plan in place that will not affect the environment adversely.

We are also worried about the "luxury" aspect of the new Spa. Most of the people living in and around Calitzdorp and Oudtshoorn are not rich and cannot afford luxury accommodation. Our friends and family from Cape Town who have stayed there, will also not be able to afford luxury accommodation. Times are hard and petrol is expensive. People will not travel that far and pay a lot for accommodation. We are also concerned about rumours that there will be no camping sites. The beautiful camping sites are what make the Spa special and many of our friends camp there when the KKNK is on or during the Easter vacation. Please do not do away with the camping site. We have a bird's eye view of the camping site from our house and people, especially children, really enjoy it there.

We have a good relationship with the local people who live nearby. Many of them work or have worked at the Spa at some time. We have known many of them for a very long time. I am pleased to hear that those who work there, will not lose their jobs. I hope that is still the case. We care about them and their families.

My email is really to say that we care about the Spa and have always encouraged people to stay there. We hope that you will do what is best for the Spa, the community and the environment. In Mr Menze's answers to my son, he said an environmental impact study has not yet been done. Please ensure that it is done before embarking on any projects. It is a wonderful place with its own kind of beauty, despite the drought.

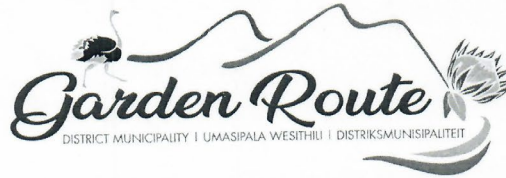
The Spa is in need of proper management. We hope that the people who are going to lease the Spa will care for it and make a success of their venture without harming the environment and without alienating the local people who have supported it through difficult times. We wish them well!

Kind regards

collaborator.edendm.co.za/collab/BusinessProcesses/HTMLPop.aspx?busProchID=759510&busProclD=1&subProclD=59&taskID=2177661&fieldID=F8&objID=738599

5/21/2019 Trix and Kallie Pauw	Description of Content
	collaborator.edendm.co.za/collab/BusinessProcesses/HTMLpop.aspx?busProclnslD=759510&busProclD=1&subProclD=59&taskID=2177661&fieldID=F8&objID=738599

ANNEXURE B.



54 York Street,  
George  
Western Cape  
6529

PO Box 12,  
George,  
Western Cape  
6530

Tel: 044 803 1300  
Fax: 086 555 6303  
E-mail: [info@gardenroute.gov.za](mailto:info@gardenroute.gov.za)  
[www.gardenroute.gov.za](http://www.gardenroute.gov.za)

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**OFFICE OF THE MUNICIPAL MANAGER**

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Enquiries:	WJ Fourie
Reference:	7/4/3/1
Date:	24 May 2019

The Chief Executive Officer  
SOLO Outdoor Experiences  
PO Box 710  
Oudtshoorn  
6620

Email: [info@soloadventures.co.za](mailto:info@soloadventures.co.za)

Dear Sir

**NOTICE NO 46/2019: PROPOSED LONG TERM LEASE TO MANAGE AND OPERATE DE  
HOEK MOUNTAIN RESORT AND CALITZDORP SPA: OBJECTION< COMMENT AND  
REPRESENTATION**

The abovementioned and your letter dated 22 May 2019 refer.

The applicable studies and approvals will be done once the development proposals have been approved.

Compliance with applicable legislation and approval applications at National, Provincial and Local level will be compulsory and will be adhered to.

Council's intentions were advertised in terms of relevant legislation. Publication in the Government Gazette is not compulsory.





The Municipal Manager (Mr. Stratu)  
Garden Route District Municipality  
P O Box 12  
George  
6530

30 August 2019

**Withdrawal From Process Regarding The Lease Of Calitzdorp Spa And De Hoek Resort**

Dear Mr Stratu

We have had a positive experience working with you and your team over the past few months and your dedication to the upliftment of the region is admired and appreciated.

At Len24 and Ithuba, we pride ourselves on the good name and standing we have in the business community locally and abroad. The negative publicity that has arisen from the process to lease the resorts, has tarnished our business reputation. After taking a careful look at the situation that has arisen from the application to lease these resorts, I regretfully have to inform you that Len24 GmbH and Ithuba, is formally withdrawing from the process.

To add to this, we foresee more challenges specifically regarding the land claim and the lack of buy-in from key stakeholders in the region, which could further damage our reputation.

You can contact me on (064 535 6212) to talk about this further, but please be advised that the final decision has already been made.

Regards,  
Deon Warrin

A handwritten signature in black ink, appearing to read 'Deon Warrin', with a long horizontal stroke extending to the right.

Copied to:

The Executive Mayor (Councillor Booysen)  
Garden Route District Municipality  
P O Box 12  
George  
6530

Director Len24  
Emiley Vollmer

Director ISSC Group of Companies (Ithuba)  
Jean Baptiste Bilala

**Directors:**  
Emiley Vollmer  
Jean Bilala  
Deon Warrin

**Contact Number:**  
+21 412 1595

**Address:**  
3rd Floor, Icon Building  
Corner of Long Street &  
Hans Strydom Avenue,  
Foreshore,  
Cape Town  
8000



Western Cape  
Government

MINISTRY OF LOCAL GOVERNMENT,  
ENVIRONMENTAL AFFAIRS AND  
DEVELOPMENT PLANNING

REFERENCE: 3/11/2/12 (2019/668)

The Speaker  
Garden Route District Municipality  
P.O. Box 12  
**GEORGE**  
6530

Per email: [speaker@gardenroute.gov.za](mailto:speaker@gardenroute.gov.za) / [pa.speaker@gardenroute.gov.za](mailto:pa.speaker@gardenroute.gov.za)

Dear Councillor Groenewald

**ALLEGATIONS REGARDING THE LEASE OF CALITZDORP SPA AND DE HOEK RESORT**

1. Your correspondence to my Office, dated 19 July 2019, together with all previous correspondence entered into between our respective Offices, in respect of the abovementioned matter, refers.
2. I note the content of the documents and annexures provided, which refer to the process followed in respect of awarding a lease in respect of De Hoek Resort and Calitzdorp Spa by the Garden Route District Municipality.
3. In light of the above and after considering the documentation provided as well as the current status of the legislative process being undertaken, I concur that there is no basis on which to conclude that fraud, maladministration, corruption and/or failure to adhere to a statutory obligation has occurred in respect of the above.
4. I do, however, caution the Municipality to ensure that it adheres to all the prescribed statutory procedures and requirements going forward, and consider the views and recommendations raised by National and Provincial Treasury before concluding any agreement.

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Tel: +27 21 483 3915 Fax: +27 21 483 4061

Private Bag X9186, Cape Town, 8000  
[www.westerncape.gov.za](http://www.westerncape.gov.za)

5. The Municipal Manager is furthermore cautioned from relying on the Council resolution resolving to grant the Municipal Manager permission to enter into a long-term lease agreement with the ISCC Group of companies as such delegation is contrary to the provisions of the Asset Transfer Regulations.

6. I therefore consider the matter concluded.

Yours sincerely,



A BREDELL  
MINISTER

DATE: 20/6/2019

**COPIED TO:**

**The Executive Mayor** (Councillor Booysen)  
Garden Route District Municipality  
P O Box 12  
**GEORGE**  
6530  
Per email: [pm.mayor@gardenroute.gov.za](mailto:pm.mayor@gardenroute.gov.za)

**The Municipal Manager** (Mr. Stratu)  
Garden Route District Municipality  
P O Box 12  
**GEORGE**  
6530  
Per email: [mm@gardenroute.gov.za](mailto:mm@gardenroute.gov.za)

SPECIAL COUNCIL

22 OCTOBER 2019

**LEASE AGREEMENT: A PORTION OF FARM 419, MOSSEL BAY, WESTERN CAPE (20 HECTARES IN EXTENT) / HUUR OOREENKOM: 'N DEEL VAN PLAAS 419, MOSSELBAAI, WESKAAP (20 HEKTAR IN GROOTTE) / ISIVUMELWANO SOKUQESHISA: INXENYE YE FAMA 419, MOSSEL BAY, NTSHONA KOLONI (IHEKTARE EZIYI 20 UBUNCIKANE)**

(7/4/3/1)

8 October 2019

**REPORT FROM THE EXECUTIVE MANAGER PLANNING AND ECONOMIC DEVELOPMENT SERVICES (L MENZE)**

**PURPOSE OF THE REPORT**

To inform Council about the lease agreement signed by Garden Route District Municipality and Moumokoe Energy Pty (Ltd) a company duly registered in terms of the Companies Act, 2008 (as amended), on July 12, 2019.

**BACKGROUND / DISCUSSION**

Garden Route District Municipality (GRDM), like many similar district municipalities in the country, is facing serious financial stresses that threaten the very survival of the institution. Currently the municipality is highly grant dependent and cannot survive without it. The financial grant dispensation in the country is not showing any signs of improvement and the outlook is not promising, as the economy and the national revenue base are not growing. Various studies have been performed and all have concluded that the current financial dispensation is not sustainable and new strategies need to be employed.

Garden Route District Municipality's property portfolio is valued over R350 million (based on the 2014 valuation). Some of these properties are classified as strategic assets.

The valuations of all Council properties as well as the determination of market-related rentals on applicable properties are scheduled for completion during the 2019/2020 financial year.

In achieving these broad strategic objectives, Council committed to empower and monitor management in engaging in the following decision-making process thus guided by applicable legislative prescripts

5. Leasing of certain properties on a long term basis;
6. Partnering with developers in certain properties;
7. Own development of certain properties to achieve certain development goals;
8. Partnering with provincial- and national government and entities to achieve certain development goals.

Council will further vividly recall that the advancement of these strategies was amplified and bolstered with a fundamental resolution which gave concurrence to management's quest on the future management of these properties. On May 23, 2017, Council then resolved as follows on the utilization of Council Properties; that:

8. the Municipal Manager, assisted by Executive Management and monitored by the Executive Mayor, ensures that various legislative processes are employed to facilitate decision-making to achieve the following :
  - 8.1 Leasing of certain properties on a long term basis;
  - 8.2 Alienation (out-right sale) of certain properties;
  - 8.3 Partnering with developers in certain properties;
  - 8.4 Exchange with B-Municipalities of certain properties for mutual benefit;
  - 8.5 Own development of certain properties to achieve certain development goals;
  - 8.6 Partnering with Provincial and National governments and entities to achieve certain development goals
9. A comprehensive turnaround strategy be compiled per property with a proposed way forward, having due regard of legislative requirements.



10. The turnaround strategy mentioned in two (2) above, must be completed by 31 August 2017 and will be used as guideline for decision-making purposes.
11. Management engages in practical steps to encourage investors from the public and private sectors to come up with sustainable investment packages and that BBBEE will be considered as a priority.
12. A process towards the development and adoption of long-term Growth and Development Strategy is started urgently.
13. Progress reports are submitted to the Executive Mayor, Mayoral Committee and the Property Portfolio Committee on a monthly basis.
14. The necessary capacity from a technical point of view must be employed as and when the need arise.

The aforementioned resolutions were taken in line with Council's Immoveable Property Management Policy, June 28, 2012, which clearly delineates the general principles and methods within which the municipality can explore to conclude a property transaction to ensure that the principles of competitiveness is given effect to: -

5. Public Tender;
6. Public Auction
7. Closed Tender;
8. Call for alternative proposals.

The following Council decision was taken in respect of Moumakoe (Pty) Ltd, during June 27, 2019, Council Meeting:

*"That Council notes that no objections were received on the Council's intention to enter into long term lease agreements on two portions of the Regional Landfill Site Erf 419 Mossel Bay to the following lessees:*

1. *Ikusasa Processing Engineers (Pty) Ltd for the construction of a chemical processing plant, storage and distribution hub.*
2. *Moumakoe-Geza for the construction of a petroleum product storage facility.*
3. *Council grants permission to Municipal Manager to negotiate the leasing of portion farm 419 to Ikusasa Processing Engineering Consultants (Pty) Ltd.*

4. *Council grants permission to Municipal Manager to negotiate the leasing of portion farm 419 to Moumakoe Energy (Pty) Ltd.*

In the same meeting Council was advised to note that Moumakoe-Geza JV is no longer a joint venture now. Moumakoe Energy (Pty) Ltd is the one continuing with the project now. Geza Minerals is no longer part of the joint-venture. Council advertised its intention during 2018 calendar year to enter into long-term lease agreements with two developers for the lease of two portions of Farm 419 Mossel Bay Landfill Site; namely Moumakoe Energy (Pty) Ltd and Ikusasa Processing Engineering Consultants (Pty) Ltd. Moumakoe initially made a proposition for 10ha, however based on their assessment they indicated that they will require an additional 10ha. Initially the initial 10ha was for the construction of the Petroleum Storage Tanks and the further 10ha will also be for the establishment of a Lubricant Plant.

Comments and/or objections were invited with closing dates of 7 December 2018 and 27 July 2018 respectively. There were various requests for additional information as well as the registering of interested parties. Additional information was supplied as requested and the registration of an interested party in the name "Danabadi Bewarea Inwonerskomitee" was noted.

### **DISCUSSIONS**

On the lease, both parties agreed that the lease shall come into operation on 1 August 2019 and shall subsist for a period of fifty years (50) years and is renewable for the same period or more. However, the District Municipality (lessor) will give a twelve (12) months prior written notice to the Investor (Moumakoe Energy (Ptyd) Ltd before the termination process and the renewal negotiations will commence at least twelve (12) months before the end of the fifty years (50) year period.

Moumakoe Energy (Pty) Ltd, is required in terms of the Lease Agreement to pay the District Municipality rental in the amount of Four Hundred and Twenty Thousand Rand (R420 000) per annum (R35 000 per month) (VAT included), in respect of the land,

payable monthly in advance. The rental shall be re-adjusted for the escalation of the land value and inflation rate annually but should not exceed CPI.

CPI will be measured as at the point of negotiations. In view of the foregoing, both parties agreed that no rental payments will be made to the District Municipality for the first year in lieu of the significant capital investment required.

The investor will commence with rental payments on year two from commencement date, backdated to commencement date. As part of the agreement, it was further agreed that the investor will contribute an amount of R2 000 000 (Two Million Rand) per year towards Corporate Social Investment Projects.

### **FINANCIAL IMPLICATIONS**

All costs in terms of the advertisements, sub division, rezoning, as well as, applicable studies and approvals will be borne by MOUMAKOE ENERGY (PTY) LTD.

Monthly Rental R35 000

Deposit R75 000

### **UITVOERENDE OPSOMMING**

*Hierdie is 'n langtermyn huur ooreenkoms aan gegaan tussen Moumakoe Energy (Edms) Bpk en Garden Route Distriksmunisipaliteit vir die oprigting van 'n petroleum produkte bergings fasiliteit.*

*Beide partye het op die huurooreenkoms ooreengekom dat die huurkontrak op 1 Augustus 2019 in werking sal tree en vir 'n periode van vyftig jaar (50) jaar sal bestaan en vir dieselfde periode of langer hernubaar kan word. Die distriksmunisipaliteit (verhuurder) sal egter 'n twaalf (12) maande vooraf skriftelike kennisgewing aan die belegger (Moumakoe Energy (Edms) Bpk) gee voor die beëindigingsproses en die hernuwingsonderhandelinge sal minstens twaalf (12) maande voor die einde van die tydperk vyftig (50) jaar begin.*

*Moumakoe Energy (Edms) Bpk, word ingevolge die Huurooreenkoms verplig om die distriksmunisipaliteit huur te betaal ten bedrae van vierhonderd en twintigduisend*

rand (R420 000) per jaar (R35 000 per maand) (BTW ingesluit), ten opsigte van die grond, maandeliks vooruitbetaalbaar.

Die huur word jaarliks aangepas vir die toename in die landwaarde en inflasiekoers, maar moet nie die VPI oorskry nie. VPI sal gemeet word soos op die punt van onderhandeling. In die lig van die voorafgaande, het albei partye ooreengekom dat daar vir die eerste jaar geen huurbetalings aan die Distriksmunisipaliteit gemaak sal word in die lig van die aansienlike kapitale belegging wat benodig word nie. Die belegger begin met huurbetalings op jaar twee vanaf die aanvangsdatum, teruggedateer tot die aanvangsdatum. As deel van die ooreenkoms is verder ooreengekom dat die belegger 'n bedrag van R2 000 000 (twee miljoen rand) per jaar tot die korporatiewe maatskaplike beleggingsprojekte sal bydra.

### **RELEVANT LEGISLATION**

Constitution of the Republic of South Africa 1996

Local Government: Municipal Structures Act 117 of 1998

Local Government: Municipal Systems Act 32 of 2000

Local Government: Municipal Finance Management Act 56 of 2003

Local Government: Municipal Property Valuations Act 6 of 2004

Eden District Municipality Immovable Property Management Policy, June 2012

Municipal Asset Transfer Regulations GNR 878 dated 22 August 2008

### **ANNEXURE**

**Annexure “A”** Copies of the signed Lease Agreement.

### **RECOMMENDATIONS**

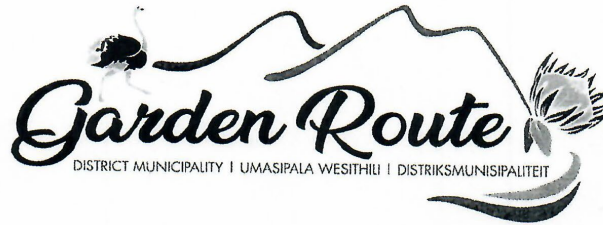
1. That Council takes note of the Lease Agreement entered into between Garden Route District Municipality and Moumakoe Energy (Pty) Ltd, on portion of Farm 419, Mossel Bay, for the Construction of Petroleum Storage Tanks and to establish a Lubricant Plant.
2. That Council ratifies the additional 10ha given to Moumakoe Energy (Pty) Ltd
3. That Council takes note of the Corporate Social Investment Programme that will be yielded as a result of this lease agreement.

**AANBEVELINGS**

1. Die Raad neem kennis van die huurooreenkoms wat deur Garden Route Distriksmunisipaliteit en Moumakoe Energy (Edms) Bpk aangegaan is, op 'n gedeelte van die Plaas 419, Mosselbaai, vir die oprigting van petroleumbergingstenks en om 'n smeermiddelaanleg te stig.
2. Die Raad bekragtig die addisionele 10ha wat aan Moumakoe Energy (Edms) Bpk gegee is.
3. Die Raad neem kennis van die korporatiewe maatskaplike beleggingsprogram wat gelewer sal word as gevolg van hierdie huurooreenkoms.

**IZINDULULO**

1. Sesokuba iBhunga lithathele ingqalelo Isivumelwano Sokuqeshisa engunelwe kuso kuMasipala Wesithili se Garden route kunye nabakwa Moumakoe Energy (Pty)Ltd, kumhlatyana we Farm 419, e Mossel Bay, ukwenzela ukwakhiwa Kwendawo Yokugcina Amatanki Amafutha ukuzama ukumisela Indawo Yezamatha.
2. Sesokuba iBhunga lilungise ulongezelelo lwe 10ha enikezelwe abakwa Moumakoe Energy (Pty) Ltd.
3. Sesokuba iBhunga lithathele ingqalelo Inkqubo Yezotyalo Loluntu Yezolawulo nezakufunyanwa ngokweziphumo zesivumelwano sokuqeshisa.



54 York Street,  
George  
Western Cape  
6529

PO Box 12,  
George,  
Western Cape  
6530

Tel: 044 803 1300  
Fax: 086 555 6303  
E-mail: [info@gardenroute.gov.za](mailto:info@gardenroute.gov.za)  
[www.gardenroute.gov.za](http://www.gardenroute.gov.za)

**OFFICE OF THE MUNICIPAL MANAGER**

Enquiries:	S Dladla
Reference:	14/1
Date:	12 July 2019

To whom it may concern

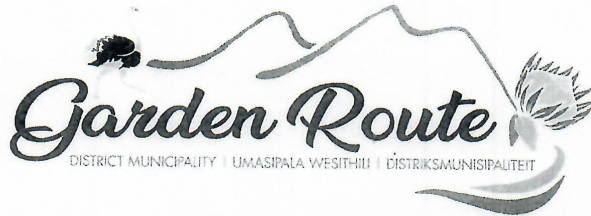
This letter serves to confirm that Moumakoe Energy (Pty) Ltd has entered into a lease agreement with the Garden Route District Municipality to lease a portion of Farm 419, Mossel Bay, approximately 20 hectares in extent, to construct Petroleum Storage Tanks and to establish a Lubricant Plant.

The Garden Route District Municipality supports the projects as it will bring investment, create jobs and promote participation of small companies in the oil and gas industry to the Garden Route Region.

  
M STRATU

MUNICIPAL MANAGER

12/7/19



## **LEASE AGREEMENT**

**A PORTION OF FARM 419, MOSSEL BAY, WESTERN CAPE  
(20 ha in extent)**

entered into by and between

### **Garden Route District Municipality**

A municipality duly established in terms of Local Government Municipal Structures Act  
117 of 1998

herein represented by **MONDE GIVEN STRATU** in his capacity as

**Municipal Manager** duly authorised thereto

(hereinafter referred to as "**the District Municipality**")

and

### **MOUMOKOE ENERGY PTY (LTD)**

a company duly registered in terms of the Companies Act, 2008 (as amended)  
Registration number:

and herein represented by

**TSHEPO DUNSTAN MOUMOKOE, IDENTITY NUMBER:7005265641086**  
in his capacity as **Director**

duly authorised thereto

(hereinafter referred to as "**the Investor**")

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**WHEREAS** the **INVESTOR** applied to the **DISTRICT MUNICIPALITY** for the lease of Municipal Property being the remainder of A portion of Farm 419, Mossel Bay, Western Cape (20 ha in extent) (hereinafter referred to as "the land"), **solely for the construction of Petroleum Storage Tanks and to establish a Lubricant Plant**

**NOW THEREFORE THE PARTIES AGREE** that the **DISTRICT MUNICIPALITY** hereby lease to the **INVESTOR** and the **INVESTOR** hereby hire from the **DISTRICT MUNICIPALITY** the land, subject to the following terms and conditions:

#### 1. LEASE PERIOD

- 1.1. Notwithstanding the date of signature hereof, this lease shall come into operation on **1 August 2019** and shall subsist for a period of **FIFTY YEARS (50) YEARS** and is renewable for the same or more period.
- 1.2. The District Municipality will give twelve (12) months prior written notice to the **INVESTOR** before the termination period as set out in clause 1.1 above.
- 1.3. The renewal negotiations will commence at least twelve (12) months before the end of the Fifty years (50) year period.

#### 2. RENTAL

- 2.1. The **INVESTOR** shall pay to the **DISTRICT MUNICIPALITY** rental in the amount of **Four Hundred and Twenty Thousand Rand (R420 000.00) per annum (R35 000 per month) (VAT included)**, in respect of the land, payable monthly in advance. Payment of rental shall commence on 1 August 2019.
- 2.2. The rental amount shall be fixed at R35 000 per month. The rental shall be readjusted for the escalation of the land value and inflation rate annually but should not exceed CPI. CPI will be measured as at the point of negotiations.
- 2.3. On entering into this lease agreement, the Investor shall pay the District Municipality a deposit of **Seventy Thousand Rand (R70 000.00)**, (VAT inclusive), which amount the District Municipality may apply, in whole or part, in meeting any payment due by the Investor to the District Municipality at any time during the Lease Period or after the termination of this lease. The interest bearing deposit will be paid back within thirty (30) days after the end of the lease.

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- 2.4. The Parties agree that no rental payments will be made to the District Municipality for the first year in lieu of the significant capital investment required. The Investor will commence with rental payments on year two from commencement date, backdated to commencement date.
- 2.5. All payments due by the Investor to the District Municipality under this lease shall be made to the District Municipality's bank account via electronic payment or at the District Municipality's domicilium address.

### 3. UTILISATION

- 3.1. Any buildings and other structures as may be erected in accordance with the provisions of this agreement, shall be used exclusively for **the establishment of Lubricant Plant, Construction and lease of Petroleum Storage Tanks.**
- 3.2. Access to the land by the **INVESTOR** or persons using the same property with its authority shall be had by means only of such roads or approaches or at such other points as may be agreed in writing between the **DISTRICT MUNICIPALITY** and the **INVESTOR**.
- 3.3. The Parties (or tenants) of the premises (farm 419) shall agree to the maintenance of the access road by consensus.
- 3.4. Approvals for the land utilisation, including access points shall not be withheld provided it meets the necessary requirements of Mossel Bay Municipality, the District Municipality and/or any other institution.

### 4. LEASE AREA

- 4.1. The lease area is the remainder of a portion of Farm 419, Mossel Bay, Western Cape.
- 4.2. The **INVESTOR** shall only occupy and use the above stipulated area in accordance with the provisions of this agreement.

### 5. DUTIES OF THE INVESTOR

- 5.1. The **INVESTOR** shall not at any time, or under any circumstances, have any claim against the **DISTRICT MUNICIPALITY** for improvements effected to the leased land

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or the building.

- 5.2. The **INVESTOR** shall not cede or assign its rights under this agreement nor shall it sublet the land in whole or in part, except with the prior written consent of the **DISTRICT MUNICIPALITY**, given under the hand of the delegated authority.
- 5.3. The **INVESTOR** must provide the District Municipality with proof of surety in respect of all loans and/or funds borrowed by date of signature of this lease agreement in respect of this premises.
- 5.4. The **INVESTOR** shall be responsible at all times at its own cost and expense for the maintenance of the land including good order, behaviour and government on the land and within any buildings and/or structures thereon.
- 5.5. The **INVESTOR** shall during the currency of this lease be responsible for all insurance against loss or damage of movable goods within the land by, rain, wind, hail, lightning, fire, riots, strikes, activities of states enemies or any cause and also against loss of income.
- 5.6. The **INVESTOR** shall, during the term of this lease agreement, insure against public liability in respect of any incident arising out of the exercise of any of its rights under this lease or in respect of its use on the land authorised by this agreement. The **INVESTOR** shall indemnify the **DISTRICT MUNICIPALITY** against any claim arising from any such event, except to the extent that such claim has arisen as a result of the **DISTRICT MUNICIPALITY'S** wilful default.
- 5.7. The **INVESTOR** shall, during the term of this lease agreement, have the necessary cover against default on loans and/or funds borrowed and hereby absolve the district municipality from any liabilities (financial or otherwise) that may arise as a result of default/breach.
- 5.8. The **INVESTOR** is responsible for all applicable rates, taxes and service charges for the use and consumption of water and electricity to the premises from the commencement date.
- 5.9. The **INVESTOR** and/or his/its members and/or any person(s) who obtain entry to the land through the **INVESTOR** shall not do anything in or on the land or permit or cause anything to be done which, in the opinion of the **DISTRICT**

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**MUNICIPALITY**, constitutes a nuisance or may cause inconvenience in any way whatsoever, to or in any way affect the peace and comfort of other persons, the public, neighbours, etc.

- 5.10 The **INVESTOR** in his use of the land, shall conform with all laws and statutory, municipal and other by-laws and regulations relating to Lessees or occupiers of the land;
- 5.11 The **INVESTOR** will contribute an amount of R2 000 000 (Two Million Rand) per year towards CSI projects.

6. DUTIES OF THE DISTRICT MUNICIPALITY

- 6.1 The District Municipality will provide the necessary approvals within his powers in a timeous manner.
- 6.2 The District Municipality will keep all information confidential, except for those which are already public knowledge.
- 6.3 The **INVESTOR** will at its own cost and expense be solely responsibility for the maintenance of the land and any buildings and structures that may be erected.
- 6.4 The **DISTRICT MUNICIPALITY** may make an inventory of all defects or matters calling for repair found thereon or therein for which the **INVESTOR** is responsible as herein provided and within **10 (TEN) business days** of the receipt of a notice in writing from the Municipal Manager calling upon it so to do, the **INVESTOR** shall make good any defects or matters requiring repair as aforesaid and if the **INVESTOR** shall fail to do so the **DISTRICT MUNICIPALITY** may enter upon the land, buildings and structures aforesaid and remedy such defects or make and effect the repairs aforesaid and recover the cost from the **INVESTOR**.
- 6.5 The District Municipality's representatives, agents and contractors may, by reasonable notice, enter the premises in order to inspect any part of it or to perform any other lawful function in the bona fide interests of the District Municipality or any of the occupiers of the premises (DEFINITION), but the District Municipality shall ensure that this right is exercised with due regard for, and a minimum of interference with, the beneficial enjoyment of the premises by the **INVESTOR** and those in occupation thereof. All District Municipality visits will be

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accompanied by the appropriate person as designated by the Investor or its responsible person.

## 7. RISK OF CONTENTS

All goods, property and effects of whatsoever nature owned by the **INVESTOR** or any other person which at any time might be in/on/at the said land shall be there at the sole risk of the **INVESTOR** and the **DISTRICT MUNICIPALITY** shall not be liable to make good any loss or damage to such goods from any cause whatsoever save for any repairs carried out to the property of the **INVESTOR** by the **DISTRICT MUNICIPALITY**.

## 8. BREACH

8.1. The **INVESTOR** hereby covenants with the **DISTRICT MUNICIPALITY** that the **INVESTOR** will pay the rent as herein before-mentioned and agrees also faithfully to observe and fulfil each and all the conditions of this lease.

8.2. In the event of:

8.2.1. the rental not being paid within **30 (THIRTY) days** from the date when the same becomes due and payable; or

8.2.2. the said land, fence, buildings, and structures aforesaid not being kept and maintained in an working state of repair and in reasonable structural condition; or

8.2.3. any or all of the conditions of this lease not being duly observed and fulfilled in accordance with the true intent and meaning thereof, and after the **INVESTOR** has been given **30(thirty) days'** notice by either registered mail, e-mail, fax or by hand, the **DISTRICT MUNICIPALITY** shall be entitled to cancel and/or terminate this lease. In the event of the Investor requesting an extension in order to comply, such extension will not be unreasonably withheld by the District Municipality.

8.3 In the event of this agreement for any reason being cancelled, the **INVESTOR** shall immediately vacate the land if it is in occupation thereof and a reasonable compensation taking into account the investment value and the production valuation of the buildings, shall be agreed to by the parties.

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- 8.4 The **INVESTOR** undertakes to pay all attorney and own client costs plus VAT, collection commission and tracing costs plus VAT which the **DISTRICT MUNICIPALITY** may incur in collecting any amount owing in terms of this agreement by the **INVESTOR** and which is not paid on the due date thereof, including interest on such amount at the maximum rate allowed from the date such amount becomes due, until receipt of final payment
- 8.5 The **INVESTOR** agrees to the jurisdiction of the George Magistrate's Court for the recovery of any amount due in terms hereof or any other matter/dispute which might arise from this agreement. This provision shall however not be construed so as to oust the jurisdiction of the High Court and the **DISTRICT MUNICIPALITY** and **INVESTOR** shall at all times be entitled to approach any Court of competent jurisdiction.

#### 9. TERMINATION AND CANCELLATION

- 9.1. In the event of the **INVESTOR** dissolving or ceasing to exist or not use the land as described above at any time within the period of this lease, the lease shall be terminated. In this event or at the expiration of this lease, the land and all improvements shall revert to and vest in the **DISTRICT MUNICIPALITY**. The **INVESTOR** shall be permitted to remove any structures which may have been erected by it from its own funds on the land in terms of this lease within a period of **six (6) months or as agreed with the district municipality** of such termination or expiration on condition that any damage to the land in the removal thereof will be compensated by the **INVESTOR**. Any structures not so removed shall vest in the **DISTRICT MUNICIPALITY** free of compensation and the **INVESTOR** will not be liable for any costs post this period. The **INVESTOR** shall also be permitted to remove any material, furniture or equipment belonging to him/her/it from the land within **six (6) months** of such termination or expiration of this lease. Any material, furniture or equipment not so removed shall vest in the **DISTRICT MUNICIPALITY** free of compensation.
- 9.2. All assets (the land and all improvements thereon) shall revert back to the **DISTRICT MUNICIPALITY** or its successor-in-title at the end of the lease agreement.

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**12. DISPUTE RESOLUTION**

12.1 Without detracting from any party's right to institute action or motion proceedings in the High Court or other Court of competent jurisdiction in respect of any dispute that may arise out of this agreement, the parties may, by mutual consent, follow the mediation and/or arbitration procedure as set out in clauses 12.2 and 12.3.

**12.2 Mediation**

12.2.1 Subject to the provisions of clause 12.1 should any dispute arise between the Parties in respect or pursuant to this agreement, including, without limiting the generality of the a foregoing, any dispute relating to, amongst others:

- 12.2.1.1 the interpretation or performance of any of the terms;
- 12.2.1.2. any of the Parties rights and obligations;
- 12.2.1.3 any procedure to be followed;
- 12.2.1.4 the termination of this agreement; or
- 12.2.1.5 the ratification of this agreement,

then the parties shall endeavor to resolve the dispute by means of mediation.

12.2.2 The dispute shall be conducted by an independent Mediator as decided by mutual agreement between the parties, which may also be the Municipal Manager of Garden Route District Municipality.

12.2.3 The dispute shall be heard by the Mediator at a place and time to be determined by him or her in consultation with the parties.

12.2.4 If an agreement cannot be reached upon a particular Mediator within 3 (three) business days after the parties have agreed to refer the matter to mediation, then a professional body shall nominate a registered Mediator with the relevant experience within 7 (seven) business days after the parties have failed to agree.

12.2.5 In the event that the Parties are unable to resolve their dispute through the mediation process, the Parties must deal with the dispute in terms of clause 12.3.

12.2.6 The costs of mediation shall be determined by the Mediator.

**12.3 Arbitration**

12.3.1 Subject to the provisions of clause 10.1, the parties may agree to refer any dispute arising out of this agreement to Arbitration.

12.3.2 Arbitration shall be held in George and otherwise in accordance with the provisions of the Arbitration Act, No. 42 of 1965, as amended from time to time, it being intended that if possible it shall be held and concluded within 10 (ten) business days after it has been demanded.

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- 12.3.3 Save as otherwise specifically provided herein, the Arbitrator shall be if the matter in dispute is:
- (a) primarily a legal matter, a practising Advocate of the Cape Bar or its successor; and
  - (b) any other matter, an independent and suitably qualified person as may be agreed upon between the parties to the dispute.
- 12.3.4 If agreement cannot be reached on whether the question in dispute falls under 10.3.3(a) or 10.3.3(b) and/or upon a particular Arbitrator within 3 (three) business days after arbitration has been demanded, then the Chairperson for the time being of the Cape Bar Council or its successor shall:
- (a) determine whether the question in dispute falls under 12.3.3(a) or 12.3.3(b); and/or
  - (b) nominate the Arbitrator within 7 (seven) business days after the parties have failed to agree.
- 12.3.5 The Arbitrator shall give his or her decision within 5 (five) business days after the completion of the arbitration. The Arbitrator may determine that the costs of the arbitration are to be paid by either or all of the parties, as the case may be.
- 12.3.6 The decision of the Arbitrator shall be final and binding and may be made an order of the Western Cape High Court upon the application by any party to the arbitration.

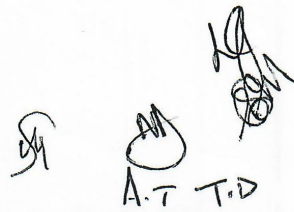
### 13. DOMICILIUM CITANDI ET EXECUTANDI

- 13.1 The **INVESTOR** and the **DISTRICT MUNICIPALITY** hereby appoint and choose their respective addresses as set out below for all purposes of and connected with this lease to be their *domicilium citandi et executandi*, at which addresses all notices and legal process in relation to this agreement or any action arising therefrom may be delivered and/or served.
- 13.2 Either party shall be entitled from time to time, by written notice to the other, to change its address as set out below; to vary its *domicilium* address to any other address within the Republic of South Africa, which is not a post office box.
- 13.3 All notices, communications or processes in terms of this agreement shall be in writing.
- 13.4 Any notice, communication or any process addressed by one of the parties to the other, shall be deemed to have been sufficiently served and/or delivered upon the **INVESTOR**:-

  
  
  
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- 13.4.1 By registered mail on the **FIFTH (5<sup>th</sup>) business day** after posting;
- 13.4.2 By fax or electronic mail on the **FIRST (1<sup>st</sup>) business day** after the date of transmission thereof;
- 13.4.3 By hand during normal business hours at **the time of delivery**.
- 13.4.4 The above clauses will not be so construed as to oust the service procedures, specifically those of personal service as depicted in any applicable legislation of the Republic of South Africa.
- 13.5 The parties choose as their *domicilia citandi et executandi* the addresses mentioned in clause 13.6, provided that such *domicilium* of either party may be changed by written notice from such party to the other party with effect from the date of receipt or deemed receipt by the latter of such notice.
- 13.6 The **DISTRICT MUNICIPALITY**
- 54 York Street
- George
- 6530
- Email: [rekords@gardenroute.gov.za](mailto:rekords@gardenroute.gov.za)
- Telephone : 044 803 1300
- Fax : 044 874 1013
- The **INVESTOR**
- 122 Landgoed
- Hartenbos
- Mossel Bay
- 6503
- Telephone: 065 931 9634



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Email : [tebogom@moumakoe-energy.co.za](mailto:tebogom@moumakoe-energy.co.za) / [tshepom@moumakoe-energy.co.za](mailto:tshepom@moumakoe-energy.co.za)

#### 14. REPRESENTATION OF AUTHORITY

- 14.1 The signatories (whether it may be one person or more than one person) of the **INVESTOR** confirm by signing this agreement, that:
- 14.1.1 In terms of the entity's constitution, trust deed, memorandum of incorporation, members' agreement or any similar document, whichever case may be applicable, the entity may conclude and enter into this agreement.
  - 14.1.2 The necessary procedures and responsibilities were followed and conformed to in respect of the authorisation to conclude and enter into this agreement and that the signatories of this agreement are mandated thereto in terms of a resolution by such entity.
  - 14.1.3 The signatories represent and warrant that he/she/they are duly authorised thereto and has the legal capacity to sign and enter into this agreement.
  - 14.1.4 The signatories confirm that the signing of and entering into the agreement and the performance of the obligations in terms of this agreement have been duly authorised and that the agreement is a valid and legal agreement binding on the **INVESTOR** and enforceable in accordance with its terms and conditions.
- 14.2 In the event that the signatories should for whatsoever reason no longer be involved with the business of the **INVESTOR**, the onus will rest upon that signatory to inform the **DISTRICT MUNICIPALITY**, in writing, within **ONE (1) month** that they have denounced all rights and obligations as previously held. It should also be conveyed in writing who their successor will be. Such successor will also be held bound in terms of the terms and conditions of this agreement as if he/she signed this agreement originally, but only to the extent that actual liability will arise from date of notification to the **DISTRICT MUNICIPALITY**. Should no such notice be given to the **DISTRICT MUNICIPALITY**, the signatories will remain bound in terms of the terms and conditions of this agreement.

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- 14.3 The signatories of the **INVESTOR** specifically agree that he/she/they will be jointly and severally liable, notwithstanding anything contrary in terms of the governing document of the **INVESTOR**, for the faithful fulfilment of the terms and conditions of this agreement. The **DISTRICT MUNICIPALITY** reserves the right to either institute legal action against the **INVESTOR** as entity or the signatories or both, whichever may be deemed necessary.

**15. FORCE MAJEURE**

- 15.1 The Parties shall not be liable to one another for a failure to perform any of their obligations in terms of this agreement if such failure is a result of:
- 15.1.1 war, whether declared or not, civil war, riots, any revolutions, acts of piracy, acts of sabotage;
  - 15.1.2 natural disasters such as violent storms, cyclones, earthquakes, floods and destruction by lightning;
  - 15.1.3 explosions, fires and destruction of plant, equipment, machinery;
  - 15.1.4 a statutory enactment rendering this agreement or any part thereof inoperable; and
  - 15.1.5 strikes by employees of any party.
- 15.2 Relief from liability for non-performance by reason of the provisions of this clause shall commence on the date upon which the party seeking relief gives notice of the impediment relied upon and shall terminate upon the date upon which such impediment ceases to exist.
- 15.3 If the performance of a material part of this agreement is suspended due to force majeure, that Party shall give the other Party written notice of the condition of force majeure.
- 15.4 Such notice shall be given by fax or email within one (3) day and confirmed by formal letter within three (3) working days of the date on which the condition of force majeure takes effect.
- 15.5 The Party affected by force majeure event –

  
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15.5.1 shall take reasonable steps to mitigate the consequences of such an event upon the performance of its obligations under this agreement, resume performance of its obligations affected by the event of force majeure as soon as practicable and use all reasonable endeavours to remedy its failure to perform; and

15.5.2 dates or times allowed for performance shall be adjusted by mutual agreement between the Parties, to allow for the effects of such force majeure, provided such notice is given. If such notice is not given by the Party affected by such force majeure, the other Party may, in its sole discretion, refuse to allow such adjustment of the relevant dates or time allowed for performance, with regard to performance due in terms of this agreement, of the Party affected by force majeure and to exercise all relevant remedies available to it in terms of this agreement or otherwise.

15.5.3 The parties should not contribute to the rise of the Force majeure incidents.

#### 16. HOLDING OVER

16.1 In the event of the **DISTRICT MUNICIPALITY** cancelling this lease and the **INVESTOR** disputing its right to cancel and remaining in occupation of the land the **INVESTOR** shall, pending the determination of such dispute by litigation or otherwise, continue to pay to the **DISTRICT MUNICIPALITY** an amount equivalent to the monthly rental and or other sums payable hereunder on the date or dates upon which such sum would have been due but for the cancellation, and the **DISTRICT MUNICIPALITY** shall be entitled to accept and recover such payments. The acceptance thereof shall be without prejudice to and shall not in any way whatsoever effect the **DISTRICT MUNICIPALITY'S** cancellation then in dispute. Should the dispute be determined in favour of the **DISTRICT MUNICIPALITY**, the payments made and received in terms of this clause shall be deemed to be rental amounts paid by the **INVESTOR**.

#### 17. GENERAL

17.1 The **INVESTOR** shall at all times well and sufficiently indemnify the **DISTRICT MUNICIPALITY** and keep the **DISTRICT MUNICIPALITY** indemnified against all liability howsoever caused or arising that may be the direct or indirect result of the use of land in question, and against all actions, suits, proceedings, claims, demands, costs and

Handwritten signatures and initials are present at the bottom right of the page, including a signature that appears to be 'JH' and another that looks like 'AA' with a circled 'A' below it. There are also some other scribbles and initials.



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expenses whatsoever which may be taken or made against the **DISTRICT MUNICIPALITY** or incurred or become payable by the **DISTRICT MUNICIPALITY** at the suit of any person.

- 17.2 No agreement at variance with the terms and conditions of this agreement shall be binding on the parties unless contained in writing by the parties hereto and any indulgence which the **DISTRICT MUNICIPALITY** in accepting any payments after due date or in accepting a lesser sum than the amount due, shall not in any way prejudice his rights or be construed as a waiver of same by the **DISTRICT MUNICIPALITY**.
- 17.3 The parties hereto acknowledge that this agreement constitutes the entire contract between them.
- 17.4 The **INVESTOR** will not carry on such business, save for the outputs and its associated activities described in this agreement, in a manner which creates a nuisance, is a threat or danger to the public health and safety, or damages or defaces any Municipal property.
- 17.5 The grant of the lease hereby constituted, shall under no circumstances be deemed to confer any real right or servitude of any kind in favour of the **INVESTOR**.
- 17.6 It shall at no time be considered that the **INVESTOR** has by virtue of this Agreement of Lease acquired any right or lawful claim to a grant of the land.
- 17.7 In this agreement words importing the masculine gender will include the feminine and neuter genders and *vice versa*, and natural persons will include legal persons and *vice versa* and the singular includes the plural and *vice versa*.
18. **SPECIAL CONDITIONS**
  - 18.1 Should the **INVESTOR** not start with the construction of structures on the property within twelve(12) months from the commencement date, the lease agreement will terminate and the **INVESTOR** must pay the rental that should have been paid for the duration of the lease (50 years), unless the Lessee can demonstrate that the delay is not due to their fault


  
 JH
   
 A.T T.D

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18.2 The INVESTOR shall be responsible for all cost pertaining to this lease agreement *inter alia* the valuation report, Town Planning processes, surveyors' costs, fencing and maintenance thereof and all other costs incidental to this lease agreement (where applicable).


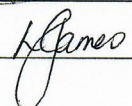

SIGNED AND AGREED TO AT George on this 12 day of July 2019.

**AS WITNESSES:**

1.   
 2.   
  
 (DISTRICT MUNICIPALITY)  
 GARDEN ROUTE DISTRICT MUNICIPALITY

SIGNED AND AGREED TO AT GEORGE on this 12 day of July 2019.

**AS WITNESSES:**

1.   
 2.   
  
 (INVESTOR)  
 MOUMOKOE ENERGY (PTY) LTD

**BACK TO AGENDA**

SPECIAL COUNCIL

22 OCTOBER 2019

**REPORT ON RECONFIGURATION OF GARDEN ROUTE IGR STRUCTURES / VERSLAG OP REKONFIGURASIE VAN GARDEN ROUTE IGV STRUKTURE / UKUHLENGAEHLENGISWA KWEKOMITI ZE IGR KWI GARDEN ROUTE**

(16/8/2)

10 October 2019

**REPORT FROM THE EXECUTIVE MANAGER: PLANNING AND ECONOMIC DEVELOPMENT  
(L MENZE) DISTRICT IDP MANAGER (M CEKISO)**

**PURPOSE OF THE REPORT**

The purpose of this report is to table the reconfiguration of IGR structures report to Council for noting.

**BACKGROUND / DISCUSSION**

The IGR framework of the Garden Route District was developed with the main objective to enhance, co-ordinate, integrate and align development priorities in the entire District. This includes the following:

- Development of Local Government Programme of action in relation to the National and Provincial programmes.
- To facilitate the co-ordination, integration and alignment of National, Provincial, District and Local Municipalities strategic goals.
- To consult on policy issues that materially affects Local Government.
- To promote economic growth and development throughout the district.
- To share knowledge and expertise in Local Government generally or in agreed functional areas.

The District IGR framework was developed and workshopped with all Councillors. It was further presented to the MMF and DCF at Hessequa Local Municipality on the 6<sup>th</sup> June 2019, amongst part of the IGR objective it was also to address the following:

- Reconfiguration of IGR structures.
- Institutionalisation of IGR function.

- Centralisation of the IGR function.

We had 28 IGR forums in totality, some were functional and some were dysfunctional. The forums of structures have been reduced to 12, using key performance area (KPA) approach.

The relevant Portfolio Head Councillors of the District will be chairpersons in some structures or forums and the Executive Managers of the District will be Deputy Chairperson's respectively.

The relevant Portfolio Head Councilors from B-municipalities of the district will be members of same district forums or structures. The whole arrangement will assist in ensuring Councilors are capacitated and information is shared equally, but above all will be to ensure that councillors become part of planning at the initial stages and are afforded an opportunity to unlock issues at the political level.

The relevant Executive Managers will also form part of forums so as to provide the technical support that will be required.

### **FINANCIAL IMPLICATIONS**

Catering, if the meeting exceeds 5 hours as per the cost containment regulations.

### **RELEVANT LEGISLATION**

Constitution of the Republic of South Africa, 1996

Local Government: Municipal Structures Act 117 of 1998

Intergovernmental Relations Framework Act 13 of 2005

### **UITVOERENDE OPSOMMING**

*Die primêre doel van hierdie reëling is om te verseker dat die politieke arm deel uitmaak van die beplanning deur die distrik, en ook om informasie-deelplatforms moontlik te maak waarin probleme wat politieke ingryping benodig, betyds hanteer word. Om dienslewering spoed deur die Tuinroete-distrik te vergemaklik en te versnel.*

### **RECOMMENDATIONS**

1. That Council note the reconfiguration of IGR structures or forums report.
2. That Council note that this report will be escalated to all B-municipalities Council for note.

### **AANBEVELINGS**

1. *Dat die Raad kennis neem van die herkonfigurasie van IGV-strukture of forumsverslag.*
2. *Dat die Raad daarop let dat hierdie verslag na alle B-munisipaliteite se sal gestuur sal word.*

### **IZINDULULO**

1. Sesokuba iBhunga liyithabathele inqalelo ingxelo yekumiselwa ngokutsha kwekimiti ze IGR nengxelo zamaqumrhu.
2. Sesokuba iBhunga liyithabathele inqalelo ukuba lengxelo izakuthunyelwa kuwo wonke amabhunga womasipala besithili, ukuze bayithabathele inqalelo.

### **ANNEXURES**

**Annexure A.** Reconfiguration of Garden Route IGR structures report





### **RECONFIGURATION OF GARDEN ROUTE IGR STRUCTURES**

#### **KPA: GOOD GOVERNANCE AND PUBLIC PARTICIPATION**

<b>IGR STRUCTURES</b>	<b>CHAired BY</b>	<b>FREQUENCY OF MEETINGS</b>
District Coordinating Forum (DCF)	Executive Mayor: Memory	Quarterly

<p><b>Terms of reference</b></p> <ul style="list-style-type: none"> <li>• Drafting district legislations relating to matters affecting local government interests within the district.</li> <li>• Coherent planning and development within the district.</li> <li>• To deal with service delivery related matters within the district.</li> </ul>	Booyesen	
<p>Municipal Managers Forum (MMF)</p> <p><b>Terms of reference</b></p> <ul style="list-style-type: none"> <li>• To provide technical support to the district coordinating forum (DCF).</li> <li>• To promote and facilitate intergovernmental relations and cooperation between local municipalities and the district, including provincial sector departments.</li> <li>• To deal with service delivery related matters within the district.</li> </ul>	Municipal Manager: Monde Stratu	Quarterly
District IDP and Public Participation	Portfolio Head Councilor for	Quarterly

<p>Managers Forum</p> <p><b>Terms of reference</b></p> <ul style="list-style-type: none"> <li>• To discuss IDP related matters within the district.</li> <li>• To implement the district IDP framework.</li> <li>• To promote intergovernmental relations with sector departments.</li> <li>• Assist with the development and review of policies, municipal public participation policy and ward committee etc.</li> <li>• Focuses on public participation development and implementation.</li> </ul>	<p>Strategic Services: Cllr Erica Meyer</p> <p>Deputy Chairperson: Mzukisi Cekiso District IDP Manager</p>	
District Chief Audit and Risk management	Chairperson APAC: Dr Adelle	Quarterly

<p>Forum</p> <p><b>Terms of reference</b></p> <ul style="list-style-type: none"> <li>• Build institutional capacity and relationships.</li> <li>• Facilitate and encourage knowledge sharing.</li> <li>• Establish formal and informal communication channels and support networks.</li> <li>• Consult on strategies and priorities.</li> <li>• Promote sound financial governance and accountability.</li> </ul>	<p>Potgieter</p>	
<p>IDP/Budget and PMS Representative Forum</p> <p><b>Terms of reference</b></p> <ul style="list-style-type: none"> <li>• Represent the interests of their constituents in the IDP process.</li> </ul> <p>Provide an organisational mechanism for discussion, negotiation and decision making between the stakeholders including municipal government.</p> <ul style="list-style-type: none"> <li>• Ensure communication between all the stakeholder representatives including the municipal government.</li> <li>• Monitor the performance of the planning and implementation process.</li> </ul>	<p>Executive Mayor: Memory Booysen</p>	<p>Quarterly</p>

<p>District Communicators Forum</p> <p><b>Issues to be discussed</b></p> <p>District related Communications matters.</p> <p><b>Terms of reference</b></p> <ul style="list-style-type: none"> <li>• The objectives of the Garden Route District Communicators' Forum are, in an integrated and coordinated manner to share best practices regarding communications, marketing and public relations.</li> <li>• Activities, ideas/trends and campaigns;</li> <li>• Disseminating of messages to a broader audience;</li> <li>• Assistance and shared services options; and Formulation of policies, strategies and plans.</li> </ul>	<p>Strategic Manager Office of the Municipal Manager: Thembani Loliwe</p> <p>Deputy Chairperson: Herman Pieters Senior communications Officer</p>	<p>Quarterly</p>
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#### KPA: FINANCIAL VIABILITY AND MANAGEMENT

IGR STRUCTURES	CHAIRD BY	FREQUENCY OF THE MEETING
<p>District Finance forum</p> <p><b>Terms of reference</b></p> <ul style="list-style-type: none"> <li>• To discuss budget related policies</li> <li>• To facilitate assistance on shared services.</li> <li>• To promote and facilitate best practice.</li> </ul>	<p>Portfolio Head Councilor for Financial Services: Cllr Jerome Lambaatjeen</p> <p>Deputy Chairperson: Jan-Willem De Jager CFO</p>	<p>Quarterly</p>

**KPA: SERVICE DELIVERY AND INFRASTRUCTURE**

<b>IGR STRUCTURES</b>	<b>CHAIRD BY</b>	<b>FREQUENCY OF THE MEETING</b>
<p>District Infrastructure Forum</p> <p><b>Terms of reference</b></p> <ul style="list-style-type: none"> <li>To coordinate roads and infrastructure related matters throughout the district.</li> <li>To liaise with the provincial department of roads and infrastructure.</li> <li>To table and discuss allocation budget from the provincial department.</li> </ul>	<p>Portfolio Head Councilor for Roads and Transport Planning Services: Cllr Rowan Spies</p> <p>Deputy Chairperson: John Daniels HOD Roads and Planning Department</p>	Quarterly

**KPA: LOCAL ECONOMIC DEVELOPMENT**

<b>IGR STRUCTURES</b>		<b>FREQUENCY OF THE MEETING</b>
<p>District Economic Development Forum</p> <p><b>Issues to be discussed</b></p> <p>District Local Economic Development and Tourism matters.</p> <p><b>Terms of reference</b></p> <ul style="list-style-type: none"> <li>LED Forum is to expand the scale and scope of LED initiatives across the region, by systematically leveraging support from partners such as neighboring local municipalities, private sector stakeholders and LED support structures, for regional LED related challenges.</li> </ul>	<p>Portfolio Head Councilor for District Economic Development and Tourism: Cllr Rosina Ruiters</p> <p>Portfolio Head Councilor for Property Management and Development: Cllr Joslyn Johnson</p> <p>Deputy Chairperson: Melanie Wilson LED Manager</p>	Quarterly

<p>Green Energy Forum</p> <p><b>Terms of reference</b></p> <ul style="list-style-type: none"> <li>• To coordinate green energy throughout the district.</li> <li>• To mobilize funding from Provincial and National government.</li> <li>• To guide in the development of business plans.</li> <li>• To discuss policy related matters on green energy.</li> </ul>	<p>Lusanda Menze: HOD Planning and Economic Development</p> <p>Deputy Chairperson: Passmore Dongi PMU Manager</p>	Quarterly

**KPA: MUNICIPAL TRANSFORMATION & INSTITUTIONAL DEVELOPMENT**

IGR STRUCTURES	CHAired BY	FREQUENCY OF THE MEETING
<p>Corporate Services Forum</p> <p><b>Terms of reference</b></p> <ul style="list-style-type: none"> <li>• To coordinate skills development.</li> <li>• To ensure ICT alignment and coordination.</li> <li>• Coordination and integration of GIS.</li> <li>• To deal with corporate matters throughout the district.</li> </ul>	<p>Portfolio Head Councilor for Corporate Services: Cllr Isaya Stemela</p>	Quarterly

**KPA: COMMUNITY SERVICES AND SAFETY**

<b>IGR STRUCTURES</b>	<b>CHAired BY</b>	<b>FREQUENCY OF THE MEETING</b>
<p>Municipal Health and Environmental Services District Forum</p> <p><b>Terms of reference</b></p> <ul style="list-style-type: none"> <li>• With regard to the Chief Fire Officers Forum the following bears reference:</li> <li>• The forum is established in order to provide for the association and assembly of persons who are in charge of public or designated fire brigade and rescue services in the Western Cape Province</li> <li>• To promote the coordination, standardisation, regulation and mutual cooperation of such services.</li> <li>• To investigate and draw up reports for inputs on related matters to the National Fire Services Advisory Committee (NAFSAC)</li> <li>• To provide Fire Brigade and Rescue Services senior managers and similar emergency service organizations throughout the Western Cape Province with information, education, services and representation to enhance their professionalism and capabilities to protect communities from the devastation of fire, environmental, natural, and technological emergencies.</li> </ul> <p>The TOR of the Garden Route/ Central Karoo Environmental Health Forum is:</p> <ul style="list-style-type: none"> <li>• To promote municipal / environmental health services.</li> </ul>	<p>Portfolio Head Councilor for Community Services: Cllr Khayalethu Lose</p> <p><b>Municipal Health and Environmental Services District Forum</b></p> <p>The Technical Chairpersons will be the following:-</p> <p>The Waste Management Forum – Chairperson Morton Hubbe</p> <p>The Air Quality Management Forum – Chairperson Dr Johan Schoeman</p> <p>The Municipal Health Forum – Chairperson Johan Compion</p> <p><b>Public Safety forum</b></p> <p>The Technical Chairpersons will be the following:-</p> <p>Deputy Chairperson: Freddy Thaver.</p> <p>The District Disaster Management and fire Forum – Chairperson Gerhard Otto</p> <p>Environmental Management forum chairperson Dr Nina Viljoen.</p>	<p>Quarterly</p>



- To develop and facilitate in-service training for, and skills development of EHPs.
- To provide a mechanism for the exchange of information.
- To provide a platform for dialogue and debate on municipal / environmental health services issues.
- To provide advice and support to colleagues, regulatory and governmental bodies with responsibilities for municipal / environmental health services.
- To liaise with role players and / or stakeholders in the field of municipal / environmental health in order to promote the objectives of the Forum.

The TOR for the GRDM Air Quality Forum is the following:

- Industry quarterly reporting
- Information sharing in terms of new legislations and implications
- Compliance and Enforcement
- Provides for communication, consultation and cooperation amongst Industry and the Licencing Authority
- Awareness Raising
- Reporting by LA on Air Quality Management Activities and Projects

Waste Management Officers Forum Terms of Reference bullet points as requested.

- Platform in the region for the Local Municipalities to share information and discuss problems encountered in performing their specific duties.
- Promoted a regional approach to waste management.

- |  |  |  |
|--|--|--|
| <ul style="list-style-type: none"><li>• To serve as the project committee with the implementation of all the regional waste management project in the Garden Route District.</li><li>• To build capacity regarding integrated waste management between the municipalities.</li></ul> |  |  |
|--|--|--|

**BACK TO AGENDA**