

3. **THAT** the Accounting Officer be authorised to lease the property as an unsolicited bid;
4. **THAT** the application for lease of the property by the Federation be approved subject to the following conditions:
 - 4.1 **That** the lease be limited to 3 (three) years.
 - 4.2 **That** either party may terminate the agreement by giving 2 (two) months written notice.
 - 4.3 **That** the rental be R2 015.00 (Two Thousand and Fifteen Rand) per annum excluding VAT until 30 June 2016, escalating annually on 1 July in accordance with the sundry tariff in the approved budget.
 - 4.4 **That** the lessee shall pay the necessary service connection fees, enter into the necessary service and/or consumer agreements and pay the required deposits for any water or electricity required/used and shall pay for electricity consumption at the normal applicable tariff as reflected by the electrical meter.
 - 4.5 **That** the lessee shall be responsible for any other conceivable costs which may emanate from the Lease Agreement.
 - 4.6 **That** the property is leased *voetstoots* (as is).
 - 4.7 **That** the Municipality will be liable for the necessary maintenance of the structure and the lessee will be liable for any maintenance as well as repairs to the building negligently caused by its members or any other person admitted to the premises by the applicant, alternatively, the Municipality will effect such repairs, but will hold the applicant liable for the costs thereof.
 - 4.8 **That** the property be used as a venue for purposes of practicing the sport of ringball and related activities only.
 - 4.9 **That** no person be domiciled on the property.
 - 4.10 **That** the lessee must maintain the leased property in a clean and hygienic state and in accordance with the applicable legislation and municipal by-laws.
 - 4.11 **That** the Municipality reserves the right to inspect the leased premises at any reasonable time.
 - 4.12 **That** no structural addition or alteration may be made to the property without the prior written consent from Council and should any such alteration or addition be approved by Council, the Council will have no duty to reimburse the lessee for the cost or value of any structural addition or alteration that was not or could not be removed by the lessee upon termination of the Lease Agreement.
 - 4.13 **That** the lessee further indemnifies the Municipality for any claims of enrichment or damages as a result of such additions or alterations and by signing the agreement of lease waives any *lien* or right of retention it may have as a result of such structural addition, alteration or improvement.

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- 4.14 **That** the leased property may not be sublet, ceded, alienated or mortgaged without the prior written consent from Council.
- 4.15 **That** the lessee indemnifies the Municipality for any claim of damage, injuries or loss of life or damages or injuries incurred by any person allowed on the property by the lessee.
- 4.16 **That** the lessee is compelled to only permit use of the facilities by affiliated members of its federation who are based in Middelburg or the Steve Tshwete municipal area.
- 4.17 **That** the provisions of the Safety at Sports and Recreational Events Act No. 2 of 2010 should be adhered to at all times.
- 4.18 **That** game schedules and annual events should be communicated in writing to the Department: Physical Environmental Development well in advance.
- 4.19 **That** change of leadership in the club should be communicated in writing to the Department: Legal and Administration as well as the Sport office and such communication must indicate the newly elected people and provide their contact details and copies of their identity documents for record purposes.
- 4.20 **That** it be noted that Council will utilise the facilities or might hire it out from time to time.
- 4.21 **That** the lessee will be responsible for security at their own cost, as the Municipality does not offer security.
5. **THAT** the proposed lease of the property be advertised in terms of Section 79(18) of the Local Government Ordinance 17 of 1939 as amended, read together with Section 21 of the Municipal Systems Act 32 of 2000 as amended, Section 113 of the Municipal Finance Management Act 56 of 2003 and Section 41 of the Council's Supply Chain Management Policy.
6. **THAT** income from the lease be allocated to Vote Number 530/010 (Sports Grounds: Rental: Sports Club).
7. **THAT** the Lease Agreement with the Middelburg Ringball Club be cancelled with effect from 31 December 2014.
8. **THAT** the offer of R5 000.00 (Five Thousand Rand) by the Federation be accepted in full and final settlement of the arrear account of Middelburg Ringball Club up until 31 December 2014 and the remaining arrears be written-off as irrecoverable against Vote Number 945/055 (Debtors: Debt Impairment: Sundry Debtors).
9. **THAT** in the event that the settlement offer is withdrawn by the Federation for any reason whatsoever, Council's Attorneys be instructed to attempt to recover the full outstanding arrears of Middelburg Ringball Club up until 31 December 2014.

10. **THAT** should Council's Attorneys be of the view that it will not be possible or will be too costly to recover the arrears, the total arrear amount of Middelburg Ringball Club up until 31 December 2014 be written-off as irrecoverable against Vote Number 945/055 (Debtors: Debt Impairment: Sundry Debtors).
11. **THAT** the Lease Agreement with the Rhino Ringball Club not be renewed and be allowed to continue on a month-to-month basis only until the conclusion of a Lease Agreement with the Federation and they be informed accordingly.
12. **THAT** the application by the Second Applicant not be approved and the Second Applicant and all future applicants for Lease Agreements of the ringball facilities and/or clubhouse at Kees Taljaard be informed to contact the Federation for use of the facility.

C22/01/2017

LAND: POSSIBILITY TO DEVELOP THE REMAINDER OF PORTION 27 OF THE FARM MIDDELBURG TOWN AND TOWNLANDS 287 JS

7/2/3/2 (T)

[MM 114209]

RESOLVED BY COUNCIL

1. **THAT** the report by the Acting Executive Director: Corporate Services, be noted.
2. **THAT** Council confirm that a 666 000m² portion of the Remainder of Portion 27 of the farm Middelburg Town and Townlands 287 JS is not needed to render a minimum level of basic municipal services and that the property will not be required for the municipality's own use at a later date.
3. **THAT** the Accounting Officer be authorized to alienate a 666 000m² portion of the Remainder of Portion 27 of the farm Middelburg Town and Townlands 287 JS as an unsolicited bid at the market value as determined by the Director: Property and Valuation Services.
4. **THAT** the market value be determined at R15 650 000.00 (Fifteen Million Six Hundred and Fifty Thousand Rand) (that's approximately R23,50/m²) excluding VAT.
5. **THAT** the subject property be re-valued should a transaction not be concluded within 12 months from the date of valuation (23/06/2016).
6. **THAT** the purchase price be paid in cash as determined in terms of Section 44.3.1 of Council's Supply Chain Management Policy.
7. **THAT** all costs incidental to this transaction, including but not limited to rezoning costs, consolidation costs, subdivision costs, other town planning costs, advertisement costs and registration costs, be paid by the applicant.
8. **THAT** bulk service contributions be paid by the applicant.
9. **THAT** the environmental impact assessment be done by the applicant.

10. **THAT** the proposed sale be advertised in terms of Section 79(18) of the Local Government Ordinance 17 of 1939, as amended, read together with section 21 of the Municipal System Act 32 of 2000, as amended, Section 113 of the Municipal Finance Management Act, Act 56 of 2003 and Section 41 of Council's Supply Chain Management Policy.
11. **THAT** the expected gain of R11 067 920,00 be recognized in the statement of financial performance.
12. **THAT** the 666 000m² of the Remainder of Portion 27 of the farm Middelburg Town and Townlands 278 JS be de-registered from the property, plant and equipment register once alienated.

C23/01/2017

LAND: RENEWAL OF LEASE AGREEMENT: PORTIONS OF THE FARM

VAALBANK: PIENAARDAM RESORT

7/2/13 (T)/yb

[MM 107997]

RESOLVED BY COUNCIL

1. **THAT** the report by the Acting Executive Director: Corporate Services, be noted.
2. **THAT** Council confirm that the following portions of the Farm Vaalbank 289 JS are not needed to render the basic level of municipal services and will not be required by for the Municipality's own use during the period for which the right is to be granted:
 - 2.1 Portion 7 of the farm Vaalbank 289 JS measuring 29,2702 hectares;
 - 2.2 Portion 8 of the farm Vaalbank 289 JS measuring 5,3095 hectares;
 - 2.3 Portion 9 of the farm Vaalbank 289 JS measuring 19,528 hectares.
3. **THAT** the Accounting Officer be authorized to lease the properties as an unsolicited bid.
4. **THAT** the application for lease of the properties be approved subject to the following conditions:
 - 4.1 **That** the lease be limited to 9 years and 11 months.
 - 4.2 **That** the rental be R4 590.00 (Four Thousand Five Hundred and Ninety Rand) per month excluding VAT, until 30 June 2017, subject to an annual escalation of 10% on 01 July every year and subject to a 3-yearly review.
 - 4.3 **That** the lease amount be reviewed should a transaction not be concluded within 12 months from the date of valuation (01/12/2016).
 - 4.4 **That** should the lessee require, but the property does not have access to engineering or electrical services, the bulk servicing, contribution and connection costs will be for the account of the lessee.

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- 4.5 **That** the lessee shall enter into a consumer agreement with Council, if required, and shall pay the necessary deposits upon signature of the consumer agreement.
- 4.6 **That** the property only be used for riparian purposes.
- 4.7 **That** the property is leased voetstoots (as is) and no warranty is given by the Municipality that the premises is suitable for the intended use.
- 4.8 **That** the lessee shall be responsible for the erection and maintenance of fencing around the land.
- 4.9 **That** the lessee must maintain the leased property in a clean and hygienic state and in accordance with the applicable legislation, health regulations and municipal by-laws and the lessee shall take all the necessary precautions to prevent all types of pollution.
- 4.10 **That** the Municipality reserves the right to inspect the leased premises at any reasonable time.
- 4.11 **That** no permanent structure be allowed and no structural addition or alteration may be made to the property without the prior written consent from Council and should any such alteration or addition be approved by Council, the Council will have no duty to reimburse the lessee for the cost or value of any structural addition or alteration that was not or could not be removed by the lessee upon termination of the Lease Agreement.
- 4.12 **That** the lessee further indemnify the Municipality for any claims of enrichment or damages as a result of such additions or alterations and by signing the agreement of lease waives any *lien* or right of retention it may have as a result of such structural addition, alteration or improvement.
- 4.13 **That** the leased property may not be sublet, ceded, alienated or mortgaged without the prior written consent from Council.
- 4.14 **That** the lessee indemnifies the Municipality for any claim of damage, injuries or loss of life or damages or injuries incurred by any person allowed on the property by the lessee.
5. **THAT** the proposed lease of the properties be advertised in terms of Section 79(18) of the Local Government Ordinance 17 of 1939 as amended, read together with Section 21 of the Municipal Systems Act 32 of 2000 as amended, Section 113 of the Municipal Finance Management Act 56 of 2003 and Section 41 of the Council's Supply Chain Management Policy.
6. **THAT** the proceeds from the lease be allocated to Vote Number 555/020 (Fixed Property : Rental : Land).

AM

C24/01/2017

LAND: APPLICATION TO LEASE A PIECE OF LAND FOR A TELECOMMUNICATION MAST

7/2/1/3 (T)/yb

[MM 106433]

RESOLVED BY COUNCIL

1. **THAT** the report by the Acting Executive Director: Corporate Services, be noted.
2. **THAT** Council confirm that a 100m² (square metre) portion of the Remainder of Erf 7752 Middelburg Extension 23 is not needed to render the basic level of municipal services and is not needed for the Municipality's own use during the period for which the right to use, control or manage the asset is to be granted.
3. **THAT** the Accounting Officer be authorized to lease the property as an unsolicited bid in terms of Section 41 of the Council's Supply Chain Management Policy.
4. **THAT** the application for lease of the property be approved and a written Lease Agreement be concluded with the applicant subject to the following conditions:
 - 4.1 **That** the lease be limited to 3 (three) years.
 - 4.2 **That** the portion to be leased be limited to 100m² in extent, the final identification and allocation of which is to be done by the Town Planning and Human Settlements Department.
 - 4.3 **That** the rental be determined at R3 400.00 (Three Thousand Four Hundred Rand) per month excluding VAT until 30 June 2017, subject to an annual escalation of 10% on 01 July and reviewable 3-yearly.
 - 4.4 **That** the lease amount be reviewed should a lease agreement not be concluded within 12 months from the date of valuation (26/10/2016).
 - 4.5 **That** should the lessee require, but the property does not have access to engineering, water or electrical services, the bulk servicing, contribution and connection costs will be for the account of the lessee.
 - 4.6 **That** the lessee shall enter into a consumer agreement with Council for any services required and/or used and shall pay the necessary deposits upon signature of the consumer agreement.
 - 4.7 **That** the lessee shall be responsible for any conceivable costs which may emanate from the lease agreement.
 - 4.8 **That** the property be leased *voetstoots* (as is).
 - 4.9 **That** the property be used for purposes of a telecommunication mast only.
 - 4.10 **That** the property be fenced off and locked at all times at the cost of the lessee.

- 4.11 **That** no person be domiciled on the property.
- 4.12 **That** no warranty is given by the Municipality that the premises is suitable for the intended use.
- 4.13 **That** the lessee must maintain the leased property in a clean and hygienic state and in accordance with the applicable legislation and municipal by-laws.
- 4.14 **That** the Municipality reserves the right to inspect the leased premises at any reasonable time.
- 4.14 **That** no structural addition or alteration may be made to the property without the prior written consent from Council.
- 4.15 **That** the leased property may not be sublet, ceded, alienated or mortgaged without the prior written consent from Council.
- 4.16 **That** the lessee indemnifies the Municipality for any claim of damage, injuries or loss of life or damages or injuries incurred by any person allowed on the property by the lessee.
- 4.17 **That** the applicant supply a school of Council's choice with free internet, provided they are situated within reach of the tower.
- 4.18 **That** a consent use application for the telecommunication must be submitted by the applicant in terms of Clause 21 of the Steve Tshwete Town Planning Scheme, 2004 before any construction commences.
5. **THAT** the proposed lease of the property be advertised in terms of Section 79(18) of the Local Government Ordinance 17 of 1939 as amended, read together with Section 21 of the Municipal Systems Act 32 of 2000 as amended, Section 113 of the Municipal Finance Management Act 56 of 2003 and Section 41 of the Council's Supply Chain Management Policy.
6. **THAT** the Accounting Officer be delegated to identify a school within reach of the tower (if any) to be provided with free internet by the applicant.

C25/01/2017

LAND: APPLICATION TO LEASE ERF 9001 MHLUZI EXTENSION 5 FOR SPRAY PAINTING AND PANEL BEATING PURPOSES

7/2/13 (T)/yb

RESOLVED BY COUNCIL

1. **THAT** the report by the Acting Executive Director: Corporate Services, be noted.
2. **THAT** Council confirm that Erf 9001 Mhluzi Extension 5 is not needed to render the basic level of municipal services and will not be required for the Municipality's own use during the period for which the right is to be granted.

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3. **THAT** the Accounting Officer be authorized to lease the property as an unsolicited bid.
4. **THAT** the application for lease of the property be approved subject to the following conditions:
 - 4.1 **That** the applicant accept liability in writing and sign an Acknowledgment of Debt for settlement of both his father's arrear lease- and consumer accounts in installments.
 - 4.2 **That** the lease be limited to 3 (three) years.
 - 4.3 **That** the rental be determined at R620.00 (Six Hundred and Twenty Rand) per month excluding VAT until 30 June 2017 and subject to an annual escalation of 8% on 1 July commencing on 01 July 2017 and reviewable 3-yearly.
 - 4.4 **That** the property be re-valued should a transaction not be concluded within 12 months from date of valuation (17 May 2016).
 - 4.5 **That** should the lessee require, but the property does not have access to engineering or electrical services, the bulk servicing, contribution and connection costs will be for the account of the lessee.
 - 4.6 **That** the lessee shall enter into a consumer agreement with Council and shall pay the necessary deposits upon signature of the consumer agreement.
 - 4.7 **That** the property only be used for purposes of a spray painting and panel beating business.
 - 4.8 **That** the property is leased *voetstoots* (as is) and no warranty is given by the Municipality that the premises is suitable for the intended use.
 - 4.9 **That** the lessee shall be responsible for the erection and maintenance of fencing around the land.
 - 4.10 **That** the lessee must maintain the leased property in a clean and hygienic state and in accordance with the applicable legislation, health regulations and municipal by-laws and that the lessee shall take all the necessary precautions to prevent all types of pollution.
 - 4.11 **That** the Municipality reserves the right to inspect the leased premises at any reasonable time.
 - 4.12 **That** no structural addition or alteration may be made to the property without the prior written consent from Council and should any such alteration or addition be approved by Council, the Council will have no duty to reimburse the lessee for the cost or value of any structural addition or alteration that was not or could not be removed by the lessee upon termination of the lease agreement.
 - 4.13 **That** the lessee further indemnifies the Municipality for any claims of enrichment or damages as a result of such additions or alterations and by signing the agreement of lease waives any *lien* or right of retention it may have as a result of such structural addition, alteration or improvement.

- 4.14 **That** the leased property may not be sublet, ceded, alienated or mortgaged without the prior written consent from Council.
- 4.15 **That** the lessee indemnifies the Municipality for any claim of damage, injuries or loss of life or damages or injuries incurred by any person allowed on the property by the lessee.
- 5. **THAT** the proposed lease of the property be advertised in terms of Section 79(18) of the Local Government Ordinance 17 of 1939 as amended, read together with Section 21 of the Municipal Systems Act 32 of 2000 as amended, Section 113 of the Municipal Finance Management Act 56 of 2003 and Section 41 of the Council's Supply Chain Management Policy.
- 6. **THAT** the proceeds be allocated to vote number 555/020 (Fixed Property: Rental: Land).

C26/01/2017

LAND: APPLICATION TO LEASE A PIECE OF LAND BEHIND PORTION 155 OF ERF 6321 (REABOTHA FLATS) FOR VEGETABLE GARDEN PURPOSES

7/2/3/2/3 (T)

[MM 114436]

With the consideration of this matter, Cllr S Mogola submitted the following proposal which was seconded by Cllr H F Niemann:

"That Recommendation 4.32 of the rental amount of R0.66 (Sixty Six Cent) per square meter per month should be replaced by an amount of R1.00 per month."

The proposal by Cllr S Mogola was put to vote and the results were as follows:

In favour of the proposal by Cllr S Mogola	=	26
Against the proposal by Cllr S Mogola	=	31

The proposal was therefore not accepted.

The recommendation by the Executive Mayor as contained in the Agenda was then put to vote. The results were as follows:

In favour of the Recommendation by the Executive Mayor	=	31
Against the Recommendation by the Executive Mayor	=	26

The recommendation by the Executive Mayor as contained in the Agenda was therefore accepted.

RESOLVED BY COUNCIL

- 1. **THAT** the report by the Acting Executive Director: Corporate Services, be noted.

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2. **THAT** Council confirm that a 1000m² (square metres) portion of Portion 148 of the farm Middelburg Town and Townlands 287 JS situated behind Portion 155 of Erf 6321, Mhluzi next to the river near Magasyn, is not needed to render the basic level of municipal services and is not needed for the Municipality's own use during the period for which the right to use, control or manage the asset is to be granted.
3. **THAT** the Accounting Officer be authorized to lease the subject property as an unsolicited bid in terms of Council's Supply Chain Management Policy.
4. **THAT** a written lease agreement be entered into with the applicant, subject to the following conditions:
 - 4.1 **That** the lease be limited to 3 (three) years;
 - 4.2 **That** the rental be determined at R0.66 (Sixty Six Cent) per square metre per month excluding VAT until 30 June 2016, subject to an annual escalation of 8% on 01 July and reviewable 3-yearly;
 - 4.3 **That** the lease amount be reviewed should a lease agreement not be concluded within 12 months from the date of valuation (22/03/2016);
 - 4.4 **That** should the lessee require, but the property does not have access to engineering, water or electrical services, the bulk servicing, contribution and connection costs will be for the account of the lessee;
 - 4.5 **That** the lessee shall enter into a consumer agreement with Council for any services required and/or used and shall pay the necessary deposits upon signature of the consumer agreement;
 - 4.6 **That** the property be used for purposes of a vegetable garden only;
 - 4.7 **That** the property shall be fenced off by and at the cost of the lessee;
 - 4.8 **That** no permanent structures may be erected on the property;
 - 4.9 **That** all costs occasioned by the lease including, but not limited to, all related advertisement, town planning and registration costs be for the lessee's account;
 - 4.10 **That** the final identification and allocations of the proposed site be done by the Department: Town Planning and Human Settlement;
 - 4.11 **That** a lease agreement only be entered with the applicants once they have signed a document indicating that they have been made aware of the exact location of the identified property; and
 - 4.12 **That** the proposed lease of the property be advertised in terms of Section 79(18) of the Local Government Ordinance 17 of 1939 as amended, read together with Section 21 of the Municipal Systems Act 32 of 2000 as amended, Section 113 of the Municipal Finance Management Act 56 of 2003 and Section 41 of the Council's Supply Chain Management Policy.

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5. **THAT** the proceeds from the lease be allocated to Vote Number 555/020 (Fixed Property : Rental : Land).

C27/01/2017

LAND: SALE OF STANDS IN HENDRINA FOR RESIDENTIAL PURPOSE

7/2/3/2/3 (T)

[MM 123043, 125996]

RESOLVED BY COUNCIL

1. **THAT** the report by the Acting Executive Director: Corporate Service, be noted.
2. **THAT** the sale of the recommended stands in Hendrina for residential purposes only be considered once the stands are fully serviced in order to prevent legal claims / action against Council.
3. **THAT** a further report be submitted to Council on the alienation of the identified stands once the stands have been fully serviced.

C28/01/2017

LAND: APPLICATION FOR A PIECE OF LAND AT SOMAPHEPHA VILLAGE FOR POULTRY AND PIGGERY PURPOSES

7/2/3/2/9 (T)

[MM 103852]

RESOLVED BY COUNCIL

1. **THAT** the report by the Acting Executive Director: Corporate Services, be noted.
2. **THAT** Council confirm that a portion of Portion 6 of the farm Elandslaagte 368 JS measuring 1 hectare, is not needed to render the basic level of municipal services and is not needed for the Municipality's own use during the period for which the right to use, control or manage the asset is to be granted.
3. **THAT** the Accounting Officer be authorized to lease the property by way of the Public Bidding process at no less that the market related rental as determined by the Director: Property and Valuation Services, subject to the following conditions:
 - 3.1 **That** a written lease agreement be entered into with the successful bidder and the lease period be limited to 3 (three) years;
 - 3.2 **That** the market related rental be determined at R1 220.00 (One Thousand Two Hundred and Twenty Rand) per hectare per annum excluding VAT until 30 June 2017, subject to an annual escalation of 8% on 01 July and reviewable 3-yearly;
 - 3.3 **That** the lease amount be reviewed should a lease agreement not be concluded within 12 months from the date of valuation (24/11/2016);

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- 3.4 **That** should the lessee require, but the property does not have access to engineering, water or electrical services, the bulk servicing, contribution and connection costs will be for the account of the lessee;
 - 3.5 **That** the lessee shall enter into a consumer agreement with Council for any services required and/or used and shall pay the necessary deposits upon signature of the consumer agreement;
 - 3.6 **That** the property be used for poultry and piggery farming purposes only;
 - 3.7 **That** the property shall be fenced off by and at the cost of the lessee;
 - 3.8 **That** no permanent structures may be erected on the property;
 - 3.9 **That** all costs occasioned by the lease including, but not limited to, all related town planning costs, be for the lessee's account;
 - 3.10 **That** the final identification and allocation of the 1 hectare portion of land be done by the Department: Town Planning and Human Settlements; and
 - 3.11 **That** a lease agreement only be entered with the successful bidder once they have signed a document indicating that they have been made aware of the exact location of the identified property.
4. **THAT** the proceeds from the lease be allocated to Vote Number 555/020 (Fixed Property : Rental : Land).

C29/01/2017

LAND: APPLICATION TO PURCHASE A 1 (ONE) HECTARE PORTION OF THE REMAINDER OF PORTION 27 OF THE FARM MIDDELBURG TOWN AND TOWNLANDS 287 JS FOR HOUSING DEVELOPMENT PURPOSES

8/1/2 (T)/yb

[MM 117086]

RESOLVED BY COUNCIL

- 1. **THAT** the report by the Acting Executive Director: Corporate Services, be noted.
- 2. **THAT** Council confirm that a 1 (one) hectare portion of the Remainder of the farm Middelburg Town and Townlands 287 JS situated along Springbok Avenue, is not needed to render a minimum level of basic municipal services and that the property will not be required for the municipality's own use at a later date.
- 3. **THAT** the Accounting Officer be authorized to alienate the 1 (one) hectare portion of the property by way of the public bidding process at no less than the market value determined by the Director: Property and Valuation Services.
- 4. **THAT** the market value be determined at R3 880 000.00 (Three Million Eight Hundred and Eighty Thousand Rand) excluding VAT.

5. **THAT** the property be re-valued should a transaction not be concluded within 12 months from the date of valuation (29/09/2016).
6. **THAT** all costs including, but not limited to, transfer costs, all related town planning, subdivisional, rezoning, consolidation and registration costs involved with the transfer and/or the alienation of the property be for the account of the successful bidder.
7. **THAT** a written Deed of Sale be concluded with the successful bidder on condition that the land is used solely for purposes of middle income single residential and high density development.
8. **THAT** all Engineering Service Contribution and Services connection costs, including water, electricity, sanitation and roads, be for the account of the successful bidder.
9. **THAT** a site development plan and engineering report, which clearly indicates if the capacity of the existing bulk electricity, water and sewer networks in Kanonkop Extension 4 are adequate to accommodate the proposed development, be submitted by the successful bidder.
10. **THAT** the expected gain of R3 811 200,00 be recognized in the statement of financial performance.
11. **THAT** the 10,000m² portion be de-registered from the property, plant and equipment register once the property has been alienated.

C30/01/2017

LAND: APPLICATION TO LEASE A PORTION OF PORTION 4 OF THE FARM ELANDSLAAGTE 375 JS FOR AGRICULTURAL PURPOSES

7/2/13 (T)/yb

[MM 118666]

RESOLVED BY COUNCIL

1. **THAT** the report by the Acting Executive Director: Corporate Services, be noted.
2. **THAT** Council confirm that a 10 ha (hectare) portion of Portion 4 of the farm Elandslaagte 375 JS, is not needed to render the basic level of municipal services and is not needed for the Municipality's own use during the period for which the right to use, control or manage the asset is to be granted.
3. **THAT** the Accounting Officer be authorised to lease the property by way of the public bidding process at no less than the market rental as determined by the Director: Property and Valuation Services.
4. **THAT** a written Lease Agreement be entered into in respect of the subject property, subject to the following conditions:
 - 4.1 **That** the lease be limited to 3 (three) years.

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- 4.2 **That** the market rental be determined at R400.00 (Four Hundred Rand) per hectare per annum excluding VAT until 30 June 2017, subject to an annual escalation of 8% on 01 July and reviewable 3-yearly.
- 4.3 **That** the market rental be reviewed should a lease agreement not be concluded within 12 months from the date of valuation (13/07/2016).
- 4.4 **That** the portion to be leased be limited to 10 (ten) hectares in extent, the final identification and allocation of which is to be done by the Town Planning and Human Settlements Department.
- 4.5 **That** a Lease Agreement only be entered into once the applicant has signed a document indicating that the portion to be leased has been indicated to him/her and that he/she is aware of the exact location thereof.
- 4.6 **That** should the lessee require, but the property does not have access to engineering, water or electrical services, the bulk servicing, contribution and connection costs will be for the account of the lessee.
- 4.7 **That** the lessee shall enter into a consumer agreement with Council for any services required and/or used and shall pay the necessary deposits upon signature of the consumer agreement.
- 4.8 **That** the property be used for agricultural purposes (crop farming) only.
- 4.9 **That** the property shall be fenced off by and at the cost of the lessee.
- 4.10 **That** no permanent structures may be erected on the property.
5. **THAT** the proceeds from the lease be allocated to Vote Number 555/020 (Fixed Property: Rental : Land).

C32/01/2017

LAND: ALLOCATION FOR ERECTION OF A SHOW HOUSE BY COLUMBUS STAINLESS

7/2/3/2/4 (C)/yb

RESOLVED BY COUNCIL

1. **THAT** Council take note of the report by the Acting Municipal Manager on allocation of land for the erection of a show house by Columbus Stainless.
2. **THAT** Erf 2618 Rockdale Extension 02 be reserved for the erection of a showhouse by Columbus Stainless, subject to the following conditions:
- 2.1 **That** appropriate building plans drawn by a registered architecture be submitted to Council for consideration and approval prior to commencement with the construction work.
- 2.2 **That** a proper structure be erected on the property (no timber or iron building).

AM

- 2.3 **That** the subject property not be used for any purpose other than for proposed municipal programs.
3. **THAT** when the house is handed back to the Municipality, a deed of donation be entered into with Columbus Stainless.
 4. **THAT** the cost of the house be componentized and the value be provided to the Municipality in order to take up the donated asset in Council's Asset Register.
 5. **THAT** a further report be submitted on the operational costs of the house, when more information is available.

C33/01/2017

ASSETS: APPLICATION TO PURCHASE THE VINTAGE MODEL T FORD VEHICLE

14/1/1/2/2 (C)/yb

RESOLVED BY COUNCIL

1. **THAT** Council confirm that the vehicle is not needed to render the minimum level of basic municipal services.
2. **THAT** the vehicle be disposed of consistent with the Supply Chain Management Regulation.
3. **THAT** the Acting Municipal Manager determine the most appropriate method to dispose of the vintage vehicle.
4. **THAT** a valuer be appointed to determine the fair market value to be received in exchange for the asset before it can be alienated.

C34/01/2017

CONTRACTS: WATER SUPPLY AGREEMENT : OPTIMUM COAL MINE - SUPPLY OF WATER TO HENDRINA / KWAZAMOKUHLE

16/1/1/1 (T)

RESOLVED BY COUNCIL

1. **THAT** the report by the Acting Executive Director: Infrastructure Services, be noted.
2. **THAT** Council take note that the reclaimed mine water from the Optimum Water Reclamation Plant is the only drinking water source for the residents of Hendrina and Kwazamokuhle.
3. **THAT** the tariff increase to R9.50 per kilolitre from 12 October 2016 to 30 June 2017 be condoned.
4. **THAT** note be taken of the projected deficit of R1,2 million for the 2016/2017 financial year .

9/17

5. **THAT** the interim price adjustment be catered for in the February 2017 Adjustment Budget if there is corresponding revenue or reduction in other expenditure to cater for the additional expenditure
6. **THAT** the operation of the existing Water Supply Agreement with Optimum Coal Mine be extended by agreement to 30 June 2017 together with a variation of the price to R9,50 per kilolitre.
7. **THAT** the Acting Municipal Manager be authorised to sign the extension and variation document.
8. **THAT** negotiations be entered into with Optimum Coal Mine as soon as possible with regard to the possible conclusion of a further Water Supply Agreement for the provision of water to Kwazamokuhle / Hendrina with effect from 01 July 2017, with regard to the following:
 - 8.1 That the term of the agreement be for a period of 5 (five) years;
 - 8.2 The possibility of granting an option to renew the agreement for a further period of 5 (five) years;
 - 8.3 The envisaged base rate per kilolitre; and
 - 8.4 Any other relevant conditions.
9. **THAT** should the negotiations in 8 above be successful:
 - 9.1 **That** the requirements of Section 33 of the Municipal Finance Management Act be complied with, with regard to the draft lease agreement annexed as **ANNEXURE C** as appropriately amended and/or negotiated in collaboration with Optimum Coal Mine.
 - 9.2 **That** a further report be submitted to Council for consideration of approval of the draft contract once the negotiations have been finalised and the requirements of Section 33 of the Municipal Finance Management Act have been met.

C35/01/2017

FINANCES: WRITING OFF OF BAD DEBTS AS IRRECOVERABLE

5/17/1 (B)/ls

RESOLVED BY COUNCIL

- 1 **THAT** Council take note of the report by the Executive Director: Financial Services on the writing off of bad debts as irrecoverable.
- 2 **THAT** Council Resolution C09/06/2016 be amended to include the following:
 - 2.1 *"That the irrecoverable debt be written off in the 2016/2017 financial year."*

C37/01/2017

ASSETS: REQUEST TO WRITE OFF STOLEN LAPTOP AND EXTERNAL DVD ROM

6/2/2/R (D) /dp

RESOLVED BY COUNCIL

1. **THAT** Council take note of the report by the Acting Executive Director: Infrastructure Services on request to write off stolen laptop and External DVD Rom.
2. **THAT** Council take note of the laptop with asset number 22860 stolen from the Electrical Department.
3. **THAT** the laptop be de- recognized and taken-off from the fixed Asset Register.
4. **THAT** proceeds from insurance be receipted to vote 250/001 (Insurance: Claims Received: General).
5. **THAT** the gain or loss on de- recognition of the laptop be included in the surplus or deficit in the statement of financial performance.
6. **THAT** replacement laptop be budgeted for in the capital budget for the 2017/2018 financial year.

C40/01/2017

DELEGATIONS: COUNCIL REPRESENTATION AND LEASE AGREEMENT FOR THE MIDDELBURG COUNTRY CLUB

7/2/1/3 (T)/yb

[MM 119245]

RESOLVED BY COUNCIL

1. **THAT** the report by the Acting Executive Director: Corporate Services, be noted.
2. **THAT** Council confirm that the land on which the golf course is situated (a portion of the Remainder of Erf 2542 Middelburg Extension 8) is not needed to render the basic level of municipal services or for the Municipality's own use during the period for which the right to use, control or manage the asset is to be granted.
3. **THAT** paragraphs 1, 2 and 4 of Council Resolution C14/09/2007 be reconfirmed as follows:
 - 3.1 **That** the Member of the Mayoral Committee (MMC) for Corporate Services be nominated to represent Council on the Central Committee of the Middelburg Country Club with voting rights.
 - 3.2 **That** the election of the Executive Mayor for receiving honorary membership at the Middelburg Country Club for the duration of his/her term, be noted with thanks.

9/17

- 3.3 **That** the process for unsolicited bids as contained in Section 113 of the Municipal Finance Management Act and Section 41 of the Council's Supply Chain Management Policy be followed for the alienation / lease of the land in terms of Section 21 of the Municipal Systems Act.
4. **THAT** the Lease Agreement be renewed subject to the following conditions:
- 4.1 **That** the Lease Agreement be limited to 9 (nine) years and 11 (eleven) months.
- 4.2 **That** the rental be R100.00 (One Hundred Rand) per annum excluding VAT and that the rental be paid annually in advance.
- 4.3 **That** the proposed lease of the property be advertised in terms of Section 79(18) of the Local Government Ordinance 17 of 1939 as amended, read together with Section 21 of the Municipal Systems Act 32 of 2000 as amended, Section 113 of the Municipal Finance Management Act 56 of 2003 and Section 41 of the Council's Supply Chain Management Policy.
5. **THAT** the proceeds from the lease be allocated to Vote Number 555/020 (Fixed Property : Rental : Land).

C41/01/2017

FINANCES: AUDIT REPORT ON ANNUAL FINANCIAL STATEMENTS FOR THE FINANCIAL YEAR ENDED 30 JUNE 2016

5/14/1; 5/1/3 (U)

RESOLVED BY COUNCIL

- 1 **THAT** the annual financial statements for the financial year ended 30 June 2016 submitted to the Auditor-General by the Executive Director: Financial Services, be noted.
- 2 **THAT** it be noted that the municipality has improved thus obtained an unqualified audit opinion without matters, which is a clean audit.
- 3 **THAT** the annual financial statements and audit report be included in the annual report and be submitted to MPAC for oversight.

C43/01/2017

TOWN PLANNING: APPLICATION FOR THE ESTABLISHMENT OF A GOLF DRIVING RANGE-PORION OF THE REMAINING EXTENT OF ERF 5856 MIDDELBURG EXTENSION 18 ON COUNCIL'S PROPERTY

7/1/2/1(H)

RESOLVED BY COUNCIL

1. **THAT** the report by the Acting Executive Director: Infrastructure Services be noted.

2. **THAT** Council confirm that the remaining extent of Erf 5856 Middelburg Extension 18 is not deeded to render a minimum level of basic municipal services and the property will not be required for the Municipality's own use in the next near future.
3. **THAT** Council approves the leasing of Erf 5856 Middelburg Extension 18, for purposes of establishing a golf driving range.
4. **THAT** Council approves leasing of only 28100m² of the subject property for the said establishment.
5. **THAT** all costs, for ablutions, erection of a fence and any other relevant expenses be for the account of the applicant.
6. **THAT** the applicant ensures that, all safety measures are in place, to safeguard the safety of neighbouring facilities, like roads, shops, residential area and the likes.
7. **THAT** the approval of the leasing and subsequently establishment of golf driving range, be approved subject to the following conditions:
 - 7.1 **That** such development be affected once an environmental assessment has been issued by the Department of Agriculture Rural Development, Land and Environmental Affairs.
 - 7.2 **That** a lease agreement for the establishment of the said facility on the extent of Erf 5856 Middelburg Extension 18 be entered into between Council and the applicant before any construction work can be effected.
 - 7.3 **That** the Accounting Officer be authorized to lease the property as an unsolicited bid.
 - 7.4 **That** it be for a limited period of 9 years and 11 months.
 - 7.5 **That** the lessee shall enter into a consumer agreement with Council, and shall pay all necessary deposits upon signature of the consumer agreement and
 - 7.6 **That** all services should be paid by the lessee monthly in line with tariffs as determined and promulgated from time to time in terms of Council by-laws.
 - 7.7 **That** the property be used only for purposes of a golf driving range.
 - 7.8 **That** no structural conditions or alterations may be made by the lessee without prior written consent of the Council
 - 7.9 **That** Council shall have no duty to re-imburse the applicant on account of any alterations, that he/she may have effected with the consent of Council upon expiry of lease period.

- 7.10 **That**, the lessee indemnifies the Municipality for any claims of enrichment or damage as a result of such additions or alterations.
- 7.11 **That** all costs occasioned by the lease including but not limited to, all advertisements and related town planning costs are for the account of the lessee.
- 7.12 **That** the proposed lease of the property be advertised in terms of Section 79 (18) of the Local Government Ordinance 17 of 1939, or amended, read together with Section 21 of the Municipal System Act 32 of 2000, as amended, Section 13 of the Municipal Finance Management Act 56 of 2003 and Section 41 of the Council's Supply Chain Management Policy.
- 7.13 **That** the availability of the land be reviewed every 3 years.
- 7.14 **That** no permanent structures to be erected on the property.
- 7.15 **That** the Development of the said golf driving range will also be subjected to Council's strict water restrictions to ensure alignment with National & Provincial Water Policy.
- 7.16 **That** the rental amount be R 3 500.00 (Three Thousand Five Hundred Rand) per annum excluding VAT and escalating by 8% annually.
- 7.17 **That** the lease amount be reviewed should a transaction not be concluded within 12 months from the date of valuation (7 June 2016).

C44/01/2017

CONSTRUCTION OF A NEW LIBRARY AT CHROMEVILLE OR NEWTOWN

17/4/R (F)/yb

RESOLVED BY COUNCIL

1. **THAT** the report by the Executive Director: Community Services be noted.
2. **THAT** Council take note of the space constraints at Chromeville library and the need of a library in Newtown.
3. **THAT** Stand 1580 Chromeville be allocated and reserved for the construction of a library.
4. **THAT** Erf 548, Newtown be reserved for a future library, as an alternative to Chromeville or as an additional library.
5. **THAT** Erf 1580 Mhluzi Proper be transferred from investment property, to property, plant and equipment for the construction of a library in Chromeville.
6. **THAT** a future report be submitted once the Department of Culture, Sport and Recreation has made funds available to build a library to consider the future operational requirements of the building.

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