HESSEQUA MUNISIPALITEIT

AGENDA

RAADSVERGADERING

WOENSDAG 25 FEBRUARIE 2026
OM 10:30

20 Februarie 2026

Raadslede
Hessequa Munisipaliteit
Posbus 29
RIVERSDAL
6670

Kennis geskied hiermee van ’n Raadsvergadering van Hessequa Munisipaliteit wat gehou sal word op:

WOENSDAG

25 FEBRUARIE 2026

om 10:30

in die Raadsaal, Burgersentrum, Van den Bergstraat, RIVERSDAL, om die ondergenoemde sake te bespreek.

Die uwe

MNR ASA DE KLERK
MUNISIPALE BESTUURDER

AGENDA

1. OPENING EN VERWELKOMING

2. KONSTITUERING / AANSOEKE OM VERLOF

3. VERKLARINGS EN MEDEDELINGS DEUR DIE SPEAKER

4. VERKLARINGS EN MEDEDELINGS DEUR DIE UITVOERENDE BURGEMEESTER

5. VERKLARING VAN BELANGE DEUR RAADSLEDE / AMPTENARE RAKENDE ITEMS WAT DIEN OP AGENDA

6. GOEDKEURING VAN NOTULES

6.1 Notule van ‘n Spesiale Raadsvergadering gehou op 23 Januarie 2026 6

6.2 Notule van ‘n Raadsvergadering gehou op 28 Januarie 2026 14

7. ONDERHOUDE MET AFVAARDIGINGS

Geen

8. KENNISNAME VAN VERSLAE VAN UITVOERENDE BURGEMEESTERSKOMITEE

8.1 Verslag van ’n Uitvoerende Burgemeesterskomitee vergadering gehou op 26 November 2025 29

9. SAKE VIR BESPREKING

9.1 LAUNCH OF CITIZEN MOBILE APP 55

9.2 AMENDED SERVICE DELIVERY AND BUDGET IMPLEMENTATION PLAN (SDBIP) 2025/2026 62

9.3 MID-YEAR PERFORMANCE EVALUATION RESULTS 2025/2026 141

9.4 ORGANOGRAM CHANGES: PROTECTION SERVICES DEPARTMENT – DIRECTORATE COMMUNITY SERVICES.....150

9.5 KANSELLASIE VAN VERBANDAKTE: ERF 1282, HEIDELBERG 170

9.6 HUUR VAN MUNISIPALE KANTOORSPASIE TE ERF 2902, RIVERSDAL.....197

9.7 DEVELOPMENT CHARGE POLICY (AMENDMENT) - 2026 247
9.8 WAR-ON-LEAK PROGRAM: HESSEQUA MUNICIPAL AREA 267
9.9 AANPASSING VAN WATERBEPERKINGS VIR HEIDELBERG, WITSAND EN SLANGRIVIER 270
9.10 ONDERHOUDSKOSTES VIR DIE BEDRYF VAN DIE WITSAND ONTSOUTINGSAANLEG 273
9.11 DIENSTE OOREENKOMS: HEUNINGKLOOF NYWERHEIDSGEBIED – FASE 3 – STILBAAI, ERF 1504 STILBAAI-OOS (MELKHOUTFONTEIN) 276
9.12 AANSTEL VAN LID OP DIE OUDITKOMITEE 284
9.13 FIRSTRAND BANK LIMITED: CREDIT FACILITIES REQUIRED BY THE MUNICIPALITY 312
9.14 2ND ADJUSTMENT BUDGET FOR 2025/26 351
9.15 MEMORANDUM OF AGREEMENT BETWEEN THE WITSAND NATURE RESERVE TRUST AND HESSEQUA MUNICIPALITY 372

6. GOEDKEURING VAN NOTULES

HESSEQUA MUNISIPALITEIT

NOTULE

SPESIALE RAADSVERGADERING

VRYDAG 23 JANUARIE 2026
OM 10:30

1. OPENING EN VERWELKOMING

Die Speaker, Rdl MC van den Berg, heet almal teenwoordig welkom en Rdl RG Davids open met gebed.

2. KONSTITUERING / AANSOEKE OM VERLOF

2.1 Teenwoordig

Lede	Amptenare
Rdl GL Boezak	Mnr D Lewis-Michaels
Rdl ME Dayimani	Mnr H Visser
Rdl RG Davids	Mnr GJ Goliath
Rdl LC February	Me M Griesel
Rdl Johannes Hartnick	Me S Kennedy
Rdl J Hoogbaard	Me S Sanders
Rdl NA Joseph	Mnr A Oelofse
Rdl S Le Roux	Mnr A Kleynhans
Rdl L Pieterse	
Rdl G Riddles	
Rdl HJ Saayman	
Rdl BD Smith	
Rdl B van Noordwyk	
Rdl MC van den Berg	Me M Adams (notuleerder)

2.2 Verskoning / Verlof

Rdl CP Taute

Rdl AP Daniëls

Mnr ASA de Klerk

Mnr R Manho

2.3 Afwesig sonder verskoning

Rdl Jennifer Hartnick

Die Speaker kondig aan dat die vergadering gekonstitueer is.

3. VERKLARINGS EN MEDEDELINGS DEUR DIE SPEAKER

Geen

4. VERKLARINGS EN MEDEDELINGS DEUR DIE UITVOERENDE BURGEMEESTER

4.1 Die Uitvoerende Burgemeester betuig sy innige meegevoel teenoor die families en kollegas van twee munisipale amptenare, Mnre E Prins en G Scholtz wie afgesterf het.

4.2 Die Uitvoerende Burgemeester wens Stilbaai SAPD geluk met hul "Vangs van die Jaar" Provinsiale toekenning.

4.3 Die Uitvoerende Burgemeester wens al Hessequa se matriekleerlinge geluk wie geslaag het. 'n Spesiale gelukwensing aan Kairos Sekondêre skool te Heidelberg wat na 21 jaar 100% slaagsyfer behaal het.

5. VERKLARING VAN BELANGE DEUR RAADSLEDE EN AMPTENARE RAKENDE ITEMS WAT DIEN OP AGENDA

5.1 Mnr D Lewis-Michaels verklaar sy belange by Item 6.3 – Re-Advertising for vacant post of Director: Corporate Management

6. SAKE VIR BESPREKING

6.1 SENIOR MANAGER SALARY ADJUSTMENT – UPPER LIMITS MINISTERIAL DETERMINATION

File number / Verwysingsnommer: 4/4

Meeting date / Vergadering datum: 23 January 2026

Report by / Verslag deur: Adrian Oelofse - Manager: Human Resources

BACKGROUND AND DISCUSSION / AGTERGROND EN BESPREKING

The Speaker opens the floor for discussion.

Cllr GL Boezak makes a proposal seconded by Cllr B van Noordwyk.

There was no counter proposal.

RESOLUTION / BESLUIT

1. That Council note the Ministerial Determination and the implementation thereof as prescribed, gazetted in Government Gazette 53882 dated 18 December 2025.
2. That there is a budget deficit of R105 537 for the estimated additional expenditure of R1 438 084 (including backpay) in the first year of the MTEF and this deficit will be funded from the surplus in these votes from the 2024/25 financial year.
3. That should there be any *bona fide* interpretation or calculation errors that any overpayment be considered irregular expenditure and be recovered from the official concerned, and conversely, should there be any interpretation or calculation errors that leads to underpayment that the Council will pay any amount owing to the official.

Proposer Cllr GL Boezak, seconded Cllr B van Noordwyk

The proposal was adopted unanimously as a resolution.

6.2 MID-YEAR BUDGET AND PERFORMANCE ASSESSMENT 2025/2026 – SECTION 72 REPORT

File number / Verwysingsnommer: 4/7/3

Meeting date / Vergadering datum: 23 January 2026

Report by / Verslag deur: Manager: Strategic Services – L de Villiers

BACKGROUND AND DISCUSSION / AGTERGROND EN BESPREKING

The Speaker opens the floor for discussion.

Cllr BD Smith makes a proposal seconded by Cllr J Hoogbaard.

There was no counter proposal.

RESOLUTION / BESLUIT

1. That Council take note of the Mid-Year Budget and Performance Report for 2025/2026 (Section 72 report) as was presented to the Executive Mayor.
2. That an adjustment budget be tabled to Council by the end of February 2026, based on the findings of the Mid-Year Budget and Performance report.
3. That recommendations on revision of the Service Delivery and Budget Implementation Plan (SDBIP) be presented to Council with the adjustment budget.

Proposer Cllr BD Smith, seconded Cllr J Hoogbaard

The proposal was adopted unanimously as a resolution.

Mnr D Lewis- Michaels verlaat die vergadering om 10:48.

6.3 RE-ADVERTISING FOR VACANT POST OF DIRECTOR: CORPORATE MANAGEMENT

File number / Verwysingsnommer: 4/3/2

Meeting date / Vergadering datum: 23 January 2026

Report by / Verslag deur: Manager: Human Resources - Adrian Oelofse

BACKGROUND AND DISCUSSION / AGTERGROND EN BESPREKING

The Speaker opens the floor for discussion.

Cllr RG Davids makes a proposal seconded by Cllr S Le Roux.

There was no counter proposal.

RESOLUTION / BESLUIT

1. That Council approve the re-advertising of the post Director: Corporate Management that will become vacant on 28 February 2026.
2. That Council re-affirm the appointment of the following members to the selection panel:
   - Mr. Albert de Klerk - Municipal Manager (Chairperson)
   - Cllr Ben Smith - Member of EMC and Portfolio Head (Member)
   - Ms. Medelaine Terblance - Director: Corporate Services (Swartland Municipality)
   - Mrs. Vanessa Zeeman - Director: Corporate Services (Overberg Municipality)
3. That should an appointment not be made by 28 February 2025, that Council approve that Mr Lewis-Michaels will act in the vacant post of Director: Corporate Management for a period of three (3) months from 28 February 2026 until 31 May 2026 or until the date of assumption of duty of the new appointment, whichever date is the soonest.
4. That should Mr Lewis-Michaels be required to act as outlined in (3) above, that he receive a 5% acting allowance.

Proposer Cllr RG Davids, seconded Cllr S Le Roux

The proposal was adopted unanimously as a resolution.

Mnr D Lewis-Michaels sluit om 10:54 by die vergadering aan.

6.4 AANPASSING VAN WATERBEPERKINGS VIR DIE HESSEQUA MUNISIPALE AREA

File number / Verwysingsnommer: 16/1/6/9

Meeting date / Vergadering datum: 23 Januarie 2026

Report by / Verslag deur: Waarnemende Direkteur: Tegniese Dienste – Me. Shahida Kennedy

BACKGROUND AND DISCUSSION / AGTERGROND EN BESPREKING

Die Speaker hou die item aan die Raad voor en gee geleentheid vir bespreking.

Rdl B van Noordwyk maak ’n voorstel gesekondeer deur Rdl HJ Saayman.

Daar is geen teenvoorstel nie.

RESOLUTION / BESLUIT

1. Dat die Raad die instel van die aangepaste waterbeperkings vir die Hessequa Munisipale area, goedkeur:

    1. VLAK 4 Water Beperkings: Riversdal, Garcia, Vermaaklikheid, Heidelberg, Slangrivier en Albertinia

    1.1 Water mag slegs aangewend word vir menslike gebruik.

    1.2 Die natmaak van tuine word verbied.

    1.3 Afspuit van verharde oppervlaktes word verbied.

    1.4 Was van voertuie, karavane en bote word verbied.

    1.5 Indien ander bronne soos reënwatertenke of boorgate gebruik word, moet dit op ‘n sigbare wyse aangedui word.

    1.6 Ouetehuise, kwekerye en karwas besighede is uitgesluit van hierdie beperking.

    1.7 Die lewering van munisipale dienste, wat sportfasiliteite en munisipale insluit, is uitgesluit by bogenoemde beperkings en sal op ‘n ad hoc basis bestuur word deur Administrasie.

    1.8 Dit vervang vorige beperkings en is geldig vir Riversdal, Vermaaklikheid, Garcia, Heidelberg, Slangrivier en Albertinia.

1.9 Die situasie in bogenoemde dorpe sal gemonitor word en strenger beperkings sal ingestel word.

1.10 Wetstoepassing sal die situasie in die dorpe monitor en streng teen oortreders optree.

Die afspuit van verharde oppervlakte word verbied regoor die Hessequa Munisipale area.

2. VLAK 2 Water Beperkings: Gouritsmond, Stilbaai, Melkhoutfontein en Jongensfontein

2.1 Tuine mag net twee keer per week natgemaak word, waarvan die gelyke huisnommers op Maandae en Donderdae en die ongelyke huisnommers op Dinsdae en Vrydae natgemaak mag word tussen 18h00 en 19h00. Hierdie bepaling vervang alle vorige vergunnings vir die natmaak op ander tye.

2.2 Tuinslange onder toesig, emmers, gieters en outomatiese besproeiingstelsels vir die natmaak van tuine, mag gebruik word op voorwaarde dat dit binne die toegelate tydgleuf gebeur.

2.3 Afspuit van verharde oppervlaktes word verbied.

2.4 Was van voertuie, karavane en bote mag slegs deur middel van ‘n emmer gedoen word.

2.5 Indien ander bronne soos reënwatertenke of boorgate gebruik word, moet dit op ‘n sigbare wyse aangedui word.

2.6 Ouetehuise, kwekerye en karwas besighede is uitgesluit van hierdie beperking.

2.7 Die lewering van munisipale dienste, wat sportfasiliteite en munisipale bates insluit, is uitgesluit by bogenoemde beperkings en sal op ‘n ad hoc basis bestuur word deur Administrasie.

2.8 Bostaande vervang vorige beperkings en is geldig vir Gouritsmond, Stilbaai, Melkhoutfontein en Jongensfontein.

2.9 Die situasie in die verskeie dorpe sal gemonitor word en strenger beperkings sal ingestel word indien die toestand van waterbronne versleg.

Voorstel Rdl B van Noordwyk, sekondant Rdl HJ Saayman

Die voorstel word eenparig as ‘n besluit aanvaar.

Die Speaker vra die lede van die publiek en amptenare om die vergadering te verlaat vir die bespreking van die vertroulike items.

Die vergadering verdaag om 11:00.

…….. ……

GOEDGEKEUR DATUM

HESSEQUA MUNISIPALITEIT

NOTULE

RAADSVERGADERING

WOENSDAG 28 JANUARIE 2026
OM 10:30

1. OPENING EN VERWELKOMING

Die Speaker, Rdl MC van den Berg, heet almal teenwoordig welkom en Rdl HJ Saayman open met ‘n gebed.

2. KONSTITUERING / AANSOEKE OM VERLOF

2.1 Teenwoordig

Lede	Amptenare
Rdl GL Boezak	Mnr ASA de Klerk
Rdl ME Dayimani	Me AM Griesel
Rdl AP Daniëls	Mnr GJ Goliath
Rdl RG Davids	Mnr H Visser
Rdl Jennifer Hartnick	Mnr D Lewis-Michaels
Rdl Johannes Hartnick	Me S Kennedy
Rdl J Hoogbaard	Me S Sanders
Rdl NA Joseph	Mnr A Kleynhans
Rdl S Le Roux	
Rdl L Pieterse	
Rdl G Riddles	
Rdl HJ Saayman	Me M Adams (notuleerder)
Rdl BD Smith	
Rdl CP Taute	
Rdl MC van den Berg	

2.2 Verskoning / Verlof

Rdl B van Noordwyk

Rdl LC February

Mnr R Manho

Die Speaker kondig aan dat die vergadering gekonstitueer is.

3. VERKLARINGS EN MEDEDELINGS DEUR DIE SPEAKER

Geen

4. VERKLARINGS EN MEDEDELINGS DEUR DIE UITVOERENDE BURGEMEESTER

4.1 Die Uitvoerende Burgemeester wens Stilbaai SAPD geluk met hul "Vangs van die Jaar" Nasionale toekenning.

4.2 Die Uitvoerende Burgemeester betuig sy innige meegevoel teenoor Rdl B van Noordwyk met die afsterwe van haar oom.

5. VERKLARING VAN BELANGE DEUR RAADSLEDE/AMPTENARE RAKENDE ITEMS WAT DIEN OP AGENDA

5.1 Rdl RG Davids verklaar sy belange by Item 9.11

5.2 Me S Kennedy verklaar haar belange by Item 9.9

6. GOEDKEURING VAN NOTULES

BESLUIT:

6.1 Dat die Notule van 'n Raadsvergadering gehou op 26 November 2025 goedgekeur word.

Voorstel Rdl HJ Saayman, sekondant Rdl GL Boezak

7. ONDERHOUDE MET AFVAARDIGINGS

Geen

8. KENNISNAME VAN VERSLAE VAN UITVOERENDE BURGEMEESTERSKOMITEE

8.1 Dat kennis geneem word van die verslag van 'n Uitvoerende Burgemeesterskomitee vergadering gehou op 29 Oktober 2025.

Voorstel Rdl HJ Saayman, sekondant Rdl GL Boezak

Die volgende Raadslede versoek dat hulle teenstem aangeteken word teen besluit 8.1

Rdl ME Dayimani, Rdl CP Taute, Rdl NA Joseph, Rdl AP Daniëls en Rdl L Pieterse.

9. SAKE VIR BESPREKING

9.1 TABLING OF THE 2024/2025 ANNUAL REPORT

File number / Verwysingsnommer: 5/1/1/1

Meeting date / Vergadering datum: 28 January 2026

Report by / Verslag deur: Manager: Strategic Services – L de Villiers

BACKGROUND AND DISCUSSION / AGTERGROND EN BESPREKING

The Speaker opens the floor for discussion.

Cllr BD Smith makes a proposal seconded by Cllr S Le Roux.

There was no counter proposal.

RESOLUTION / BESLUIT

1. That Council take note of the Annual Report for the 2024/2025 financial year.
2. That the Annual Report be submitted to an extended Municipal Public Accounts Committee (MPAC) for the development of an Oversight Report as required by legislation.
3. That the extended Municipal Public Accounts Committee consist of the following additional members.
    - 3.1 Co-opted Member: Chairperson, or his/her nominee, of the Audit Committee;
    - 3.2 Co-opted Member: Public Representative as nominated by the Executive Mayor (DA);
    - 3.3 Co-opted Member: Public Representative as nominated by the VF+ Council Member;
    - 3.4 Co-opted Member: Public Representative as nominated by the PA Council Member;
    - 3.5 Co-opted Member: Public Representative as nominated by the ANC Caucus.
4. That the Annual Report be made public and advertised for public comment.
5. That the completed Oversight Report with applicable recommendations be submitted to Council before the end of March 2026.

Proposer Cllr BD Smith, seconded Cllr S Le Roux

The proposal was adopted unanimously as a resolution.

9.2 WES-KAAP AFBAKENING VAN MUNISIPALE WYKE: HESSEQUA MUNISIPALITEIT

File number / Verwysingsnommer: 5/5/3

Meeting date / Vergadering datum: 28 Januarie 2026

Report by / Verslag deur: Direkteur Ontwikkelingsbeplanning: Mnr HS Visser

BACKGROUND AND DISCUSSION / AGTERGROND EN BESPREKING

Die Speaker hou die item aan die Raad voor en gee geleentheid vir bespreking.

Rdl BD Smith maak ’n voorstel gesekondeer deur Rdl NA Joseph.

Daar is geen teenvoorstel nie.

RESOLUTION / BESLUIT

Dat die Raad kennis neem van die bevestiging van die Hessequa Munisipaliteit se afbakening van sy wyke soos vervat in Skedule 2 en bevestig deur die Munisipale Afbakeningsraad.

Voorstel Rdl BD Smith, sekondant Rdl NA Joseph

Die voorstel word eenparig as ‘n besluit aanvaar.

9.3 CORRECTION OF IMPLEMENTATION OF SMALL-SCALE EMBEDDED GENERATION (SSEG) CREDITS TO CONSUMERS – JANUARY 2026

File number / Verwysingsnommer: 5/11/1

Meeting date / Vergadering datum: 28 January 2026

Report by / Verslag deur: Director: Financial Services (CFO) – Mr. GJ Goliath

BACKGROUND AND DISCUSSION / AGTERGROND EN BESPREKING

The Speaker opens the floor for discussion.

Cllr GL Boezak makes a proposal seconded by Cllr HJ Saayman.

There was no counter proposal.

RESOLUTION / BESLUIT

1. That Council approve the feed-in remains at 124.0 cents (Excluding VAT) per kWh.
2. That Council approve the correction to the credits to consumers will now be limited to the rand amount of kWh purchased in a financial year, backdated to the date of signature of the agreement or 01 September 2023, whichever date occurs last.

Proposer Cllr GL Boezak, seconded Cllr HJ Saayman

The proposal was adopted unanimously as a resolution.

9.4 QUARTERLY BUDGET MONITORING FOR LOCAL AUTHORITIES (SECTION 52) – DECEMBER 2025– 2ND QUARTER

File number / Verwysingsnommer: 5/1/1/1

Meeting date / Vergadering datum: 28 January 2026

Report by / Verslag deur: Manager: Financial Statements , Budget & Financial Reporting- R.R Erasmus

BACKGROUND AND DISCUSSION / AGTERGROND EN BESPREKING

The Speaker opens the floor for discussion.

Cllr GL Boezak makes a proposal seconded by Cllr S Le Roux.

There was no counter proposal.

RESOLUTION / BESLUIT

1. That Council take note of the contents of the Quarterly Budget Monitoring (Section 52) report and supporting documents for the 2nd quarter of the 2025/2026 financial year.
2. That the report be submitted to National and Provincial Treasuries as required.
3. That Council approve the Quarterly Budget Monitoring (Section 52) Report.

Proposer Cllr GL Boezak, seconded Cllr S Le Roux

The proposal was adopted unanimously as a resolution.

9.5 VERKOOP VAN 'N GEDEELTE (ONGEVEER 17 VK.M) VAN ERF 642, STILBAAI-WES

File number / Verwysingsnommer: 7/2/2/7

Meeting date / Vergadering datum: 28 Januarie 2026

Report by / Verslag deur: Bestuurder: Eiendomsbestuur – Mnr A Kleynhans

BACKGROUND AND DISCUSSION / AGTERGROND EN BESPREKING

Die Speaker hou die item aan die Raad voor en gee geleentheid vir bespreking.

Rdl HJ Saayman maak ’n voorstel gesekondeer deur Rdl RG Davids.

Daar is geen teenvoorstel nie.

RESOLUTION / BESLUIT

1. Dat die volgende besluit (agenda nommer 6.22 en aanbevelings 1.1 – 2.5) wat deur die **Raad** geneem is op **30 Julie 2025**, **herroep** word:

   “1.1 Dat ingevolge Artikel 14 (1) en 14(2) (a) en (b) van die Wet op Munisipale Finansiële Bestuur (MFMA), Wet 56 van 2003, ‘n gedeelte (ongeveer 25 vk.m) van Erf 651, Stilbaai-Wes nie benodig word vir die lewering van basiese Munisipale dienste nie.

2. *Dat ingevolge Regulasie 5(1)(b) van die Regulasies oor die Oordrag van Munisipale Bates (MATR) (R.878, gepromulgeer op 22/08/2008), die Raad die vervreemding van ‘n gedeelte (ongeveer 25 vk.m) van Erf 651, Stilbaai-Wes aan Meneer M.J van Heerden goedkeur, onderhewig aan die volgende voorwaardes (2.1-2.5):*

   2.1 Dat die eiendom teen ‘n markverwante bedrag verkoop word.

   2.2 Dat die billike markwaarde deur twee gekwalifiseerde waardeerders bepaal word, waarvan die gemiddelde as koopsom sal dien.

   2.3 Dat die eiendom onderverdeel en met Erf 506, Stilbaai-Wes gekonsolideer word.

   2.4 Dat die voorneme om die eiendom te vervreem in die Suid-Kaap Forum geadverteer word vir besware en/of kommentare vir die rekening van die koper en dat die aansoek na Nasionale en Provinsiale Tesourie verwys word vir kommentaar.

   2.5 Dat die koper verantwoordelik is alle kostes in verband met die koop van die eiendom, insluitend, maar nie beperk tot alle grondgebruik aansoek kostes, koopsom, advertensie kostes, koste om die markwaarde te bepaal, onderverdeling,-hersonering en konsolidasie kostes.”

3. Dat ingevolge Artikel 14 (1) en 14(2) (a) en (b) van die Wet op Munisipale Finansiële Bestuur (MFMA), Wet 56 van 2003, ‘n gedeelte (ongeveer 17 vk.m) van Erf 642, Stilbaai-Wes nie benodig word vir die lewering van basiese Munisipale dienste nie.

4. Dat ingevolge Regulasie 5(1)(b) van die Regulasies oor die Oordrag van Munisipale Bates (MATR) (R.878, gepromulgeer op 22/08/2008), die Raad die vervreemding van ‘n gedeelte (ongeveer 17 vk.m) van Erf 642, Stilbaai-Wes aan MAS van Heerden Estates **goedkeur**, onderhewig aan die volgende voorwaardes (4.1-4.4):

   4.1 Dat die eiendom teen ‘n markverwante bedrag van R14 484.00 (BTW uitgesluit) verkoop word.

   4.2 Dat die eiendom onderverdeel en met Erf 506, Stilbaai-Wes gekonsolideer word.

   4.3 Dat die Raad kennis neem dat daar geen besware ontvang is teen die voorneme om ‘n gedeelte (ongeveer 17 vk.m) van Erf 642, Stilbaai Wes te vervreem nie.

   4.4 Dat die koper verantwoordelik is vir alle kostes in verband met die koop van die eiendom, insluitend, maar nie beperk tot alle grondgebruik aansoek kostes, koopsom, advertensie kostes, koste om die markwaarde te bepaal, onderverdeling, hersonering en konsolidasie kostes.

Voorstel Rdl HJ Saayman, sekondant Rdl RG Davids

Die voorstel word eenparig as ‘n besluit aanvaar.

9.6 AFWYKING VAN VERKOOPSVOORWAARDES: ERF 7763 EN 7764, RIVERSDAL

File number / Verwysingsnommer: 7/2/2/5

Meeting date / Vergadering datum: 28 Januarie 2026

Report by / Verslag deur: Bestuurder: Eiendomsbestuur – Mnr A Kleynhans

BACKGROUND AND DISCUSSION / AGTERGROND EN BESPREKING

Die Speaker hou die item aan die Raad voor en gee geleentheid vir bespreking.

Rdl BD Smith maak ’n voorstel gesekondeer deur Rdl RG Davids.

Daar is geen teenvoorstel nie.

RESOLUTION / BESLUIT

1. Dat die Raad goedkeuring verleen dat daar afgewyk word van die bepalings van Klousule 17.1 van die koopooreenkoms tussen Hessequa Munisipaliteit en Me. Constance Bronwyn Weber ten opsigte van Erf 7763, Riversdal en dat uitstel verleen word vir die vestiging van ‘n woning op die eiendom voor 31 Desember 2027.
2. Dat die Raad goedkeuring verleen dat daar afgewyk word van die bepalings van Klousule 17.1 van die koopooreenkoms tussen Hessequa Munisipaliteit en Me. Constance Bronwyn Weber ten opsigte van Erf 7764, Riversdal en dat uitstel verleen word vir die vestiging van ‘n woning op die eiendom voor 31 Desember 2027.
3. Dat die wysigings soos aanbeveel in aanbevelings een en twee, by wyse van ‘n addendum aangebring word.
4. Dat geen verdere uitstel verleen sal word nie.

Voorstel Rdl BD Smith, sekondant Rdl RG Davids

Die voorstel word eenparig as ‘n besluit aanvaar.

9.7 VERKOOP VAN ERF 1957, ALBERTINIA

File number / Verwysingsnommer: 7/2/2/1

Meeting date / Vergadering datum: 28 Januarie 2026

Report by / Verslag deur: Bestuurder Eiendomsbestuur: Mnr A. Kleynhans

BACKGROUND AND DISCUSSION / AGTERGROND EN BESPREKING

Die Speaker hou die item aan die Raad voor en gee geleentheid vir bespreking.

Rdl HJ Saayman maak 'n voorstel gesekondeer deur Rdl RG Davids.

Daar is geen teenvoorstel nie.

RESOLUTION / BESLUIT

1. Dat ingevolge Artikel 14 (1) en (2) (a) en (b) van die Wet op Munisipale Finansiële Bestuur (MFMA), Wet 56 van 2003, Erf 1957, Albertinia nie benodig word vir die lewering van basiese Munisipale dienste nie en dat die Raad die billike markwaarde van die eiendom (R150 000.00) oorweeg het.
2. Dat ingevolge Regulasie 5(1)(b) van die Regulasies oor die Oordrag van Munisipale Bates (MATR) (R.878, gepromulgeer op 22/08/2008), sowel as Paragraaf 21.4.1 (e) van die Eiendomsbestuur Beleid, die Raad die vervreemding van Erf 1957, Albertinia direk aan Mnr FC Kroukamp, goedkeur, onderhewig aan die volgende voorwaardes (2.1-2.5):
    - 2.1 Dat die koopsom die bedrag van R 150 000.00 (een honderd en vyftig duisend rand) (BTW Uitgesluit) beloop en dat Meneer FC Kroukamp Eiendomsbelasting op die eiendom vir die periode van 1/7/2021 – 1/7/2026 ten bedrae van R4288.42 addisioneel tot die koopsom aan die Munisipaliteit betaal.
    - 2.2 Dat die voorneme om die eiendom te vervreem in die Suid-Kaap Forum geadverteer word vir besware en/of kommentare, vir die rekening van die koper.
    - 2.3 Dat die koper verantwoordelik is vir alle kostes in verband met die koop van die eiendom, insluitend, maar nie beperk tot die koopsom, alle grondgebruik aansoek kostes, advertensie kostes en die oordragskostes.
    - 2.4 Dat indien enige dienste geskuif of beskadig word, nou of in die toekoms, of indien enige dienste opgegradeer moet word, sal die koste vir die rekening van die koper wees.
    - 2.5 Dat die eiendom binne 'n periode van 24 maande nadat die koopooreenkoms gesluit is, in die koper se naam geregistreer word.

Voorstel Rdl HJ Saayman, sekondant Rdl RG Davids

Die voorstel word eenparig as 'n besluit aanvaar.

9.8 OORWEGING VAN AKTE VAN VERVREEMDING T.O.V. ERF 973, HEIDELBERG

File number / Verwysingsnommer: 7/2/1/2

Meeting date / Vergadering datum: 28 Januarie 2026

Report by / Verslag deur: Bestuurder: Eiendomsbestuur – Mnr A. Kleynhans

BACKGROUND AND DISCUSSION / AGTERGROND EN BESPREKING

Die Speaker hou die item aan die Raad voor en gee geleentheid vir bespreking.

Rdl BD Smith maak ’n voorstel gesekondeer deur Rdl J Hoogbaard.

Daar is geen teenvoorstel nie.

RESOLUTION / BESLUIT

1. Dat die Raad kennis neem van die voorneme van die Wes-Kaap Regering, Departement van Infrastruktuur om Erf 973, Heidelberg aan Hessequa Munisipaliteit oor te dra en dat die Komitee die ondertekening van die aangehegde Akte van Vervreemding aanbeveel.
2. Dat die Raad kennis neem dat daar geen teenprestasie betaalbaar is deur Hessequa Munisipaliteit aan die Wes-Kaap Regering, Departement van Infrastruktuur vir die aankoop van die eiendom nie en dat die Wes-Kaap Regering, Departement van Infrastruktuur verantwoordelik is vir die oordragkostes.
3. Dat Erf 973, Heidelberg uitsluitlik vir toekomstige behuisingsontwikkelings projekte gereserveer word.
4. Dat daar voorsiening op die kapitaalbegroting gemaak word ten einde die eiendom as bate te erken in die bateregister.
5. Dat die bestaande woning te Erf 973, Heidelberg en ‘n gedeelte omliggend tot die woning soos bepaal in oorleg met die Direktoraat: Gemeenskapsdienste aan die huidige bewoners (die Roberts gesin), voetstoots verhuur word op ‘n maand tot maand basis vanaf die registrasie datum van die eiendom in die naam van Hessequa Munisipaliteit, teen ‘n maandelikse huurbedrag van R500.00 met ‘n jaarlikse eskalasie koers van 8%.
6. Dat die huurders verantwoordelik is vir die herstel en onderhoud aan die woning.
7. Dat die huurders verantwoordelik is vir die betaling van munisipale dienstegelde.

Voorstel Rdl BD Smith, sekondant Rdl J Hoogbaard

Die voorstel word eenparig as ‘n besluit aanvaar.

Me S Kennedy verlaat die vergadering om 10:44.

ITEMS VIR KONDONERING

9.9 FOR CONDONATION - ACTING IN THE ABSENCE OF DIRECTOR: TECHNICAL SERVICES

File number / Verwysingsnommer: 4/5

Meeting date / Vergadering datum: 28 January 2026

Report by / Verslag deur: Manager: Human Resources – Mr A Oelofse

BACKGROUND AND DISCUSSION / AGTERGROND EN BESPREKING

The Speaker opens the floor for discussion.

Cllr S Le Roux makes a proposal seconded by Cllr RG Davids.

There was no counter proposal.

RESOLUTION / BESLUIT

That Council take note of the following resolution, as approved by the Executive Mayor on 14 January 2026 as follow:

1. That Council approve the acting of Ms S Kennedy in the absence Mr Manho (Director: Technical Services) from 12 January 2026 to 30 January 2026.
2. That an acting allowance as determined by the Western Cape Collective Agreement be paid to Ms Kennedy.

Proposer Cllr S Le Roux, seconded Cllr RG Davids

The proposal was adopted unanimously as a resolution.

Me S Kennedy sluit om 10:45 by die vergadering aan.

Die Speaker vra die lede van die publiek en amptenare om die vergadering te verlaat vir die bespreking van die vertroulike items.

Die vergadering verdaag om 11:12.

…….. ……

GOEDGEKEUR DATUM

8. KENNISNAME VAN VERSLAE VAN UITVOERENDE BURGEMEESTERSKOMITEE

HESSEQUA MUNISIPALITEIT

NOTULE

UITVOERENDE BURGEMEESTERSKOMITEE VERGADERING

WOENSDAG 26 NOVEMBER 2025

OM 09:00

LEDE:

Rdl G Riddles – Uitvoerende Burgemeester
Rdl GL Boezak – Uitvoerende Onder Burgemeester
Rdl BD Smith
Rdl HJ Saayman
Rdl B van Noordwyk

1. OPENING EN VERWELKOMING

Die Uitvoerende Burgemeester, Rdl G Riddles, heet almal teenwoordig welkom by die vergadering en Rdl HJ Saayman open met gebed.

2. KONSTITUERING / AANSOEKE OM VERLOF

2.1 Teenwoordig

UBK Lede	**Amptenare**
Rdl G Riddles Rdl GL Boezak Rdl BD Smith Rdl HJ Saayman Rdl B van Noordwyk	Mnr ASA De Klerk Mnr H Visser Mnr GJ Goliath Mnr D Lewis-Michaels Me M Griesel Mnr R Manho
Raadslede	
Geen	Me M Adams (Notuleerder)

2.2 Verskoning / Verlof

Geen

3. MEDEDELINGS DEUR DIE UITVOERENDE BURGEMEESTER

Geen

4. VERKLARING VAN BELANGE DEUR RAADSLEDE EN AMPTENARE RAKENDE ITEMS WAT DIEN OP AGENDA

Geen

5. GOEDKEURING VAN NOTULE

5.1 Dat die notule van ’n Uitvoerende Burgemeesterskomitee vergadering gehou op 29 Oktober 2025 goedgekeur word.

Voorstel Rdl B van Noordwyk, sekondant Rdl BD Smith

6. VERSLAE PORTEFEULJE KOMITEES

6.1 Dat die volgende items voortspruitend uit die verslag van 'n Korporatiewe Bestuur Portefeulje Komitee vergadering gehou op 12 November 2025 soos volg as besluite van die Raad goedgekeur word.

Voorstel Rdl BD Smith, sekondant Rdl B van Noordwyk

6.1.5.1 REGSDIENSTE, ADMINISTRASIE EN OPENBARE BETREKKINGE

6.1.5.1.1 MAANDVERSLAG VAN REGSDIENSTE, ADMINISTRASIE EN OPENBARE BETREKKINGE VIR OKTOBER 2025

File number / Verwysingsnommer: 9/1/3

Meeting date / Vergadering datum: 26 November 2025

Report by / Verslag deur: Bestuurder: Regsdienste & Administrasie: Me S Sanders

RESOLUTION / BESLUIT

Dat kennis geneem word van die maandverslag van Departement Regsdienste, Administrasie en Openbare Betrekkinge vir Oktober 2025.

6.1.5.1.2 HERSIENING VAN DIE 2025/2026 DIENSSTANDAARDE GELDIG VIR DIE NOVEMBER 2025 – FEBRUARIE 2026 PERIODE

File number / Verwysingsnommer: 6/4/1

Meeting date / Vergadering datum: 26 November 2025

Report by / Verslag deur: Hoof: Openbare Betrekkinge en Administrasie – Me D Budricks

RESOLUTION / BESLUIT

1. Dat die Komitee kennis neem dat die diensstandaarde elke 4 maande hersien word.
2. Dat die Komitee die 2025/2026 diensstandaarde vir die November 2025 tot Februarie 2026 periode ondersteun en aanbeveel.
3. Dat die item na die Raad verwys word vir goedkeuring.

6.1.5.1.3 HERSIENING VAN DIE GOEDGEKEURDE 2025/2026 (2DE HERSIENING) DELEGASIE REGISTER

File number / Verwysingsnommer: 6/1/4

Meeting date / Vergadering datum: 26 November 2025

Report by / Verslag deur: Bestuurder: Regsdienste & Administrasie – Mev Sarah Sanders

RESOLUTION / BESLUIT

1. Dat die Komitee die gewysigde Delegasie Register 2025/2026 (2de hersiening) ingevolge Artikel 59 van die Plaaslike Regering: Munisipale Stelselswet (Wet 32 van 2000) ondersteun en aanbeveel vir goedkeuring deur die Raad.
2. Dat die Item na die Raad verwys word vir goedkeuring.

6.1.5.1.4 DRAFT PETITIONS POLICY: INPUTS AND COMMENTS RECEIVED DURING PUBLIC PARTICIPATION

File number / Verwysingsnommer: 3/B

Meeting date / Vergadering datum: 26 November 2025

Report by / Verslag deur: Manager: Legal and Administration Services – Ms. Sarah Sanders

RESOLUTION / BESLUIT

1. That the Committee take note of the draft Petitions Policy and the public participation process followed from 19 September 2025 – 10 October 2025.
2. That the Committee take note of the objection received by Mr. Panzek and the administration's response thereto.
3. That the Committee take note of the comments received from the Stilbaai Community Forum and the administration's response thereto.
4. That the item be referred to Council for approval.

6.1.5.1.5 ANTI-CORRUPTION AND FRAUD PREVENTION DOCUMENTS AND WHISTLEBLOWING POLICY

File Number / Verwysings nommer: 4/B

Meeting Date / Vergadering datum: 26 November 2025

Report by / Verslag deur: Manager: Legal and Administration Services: Mrs S Sanders

RESOLUTION / BESLUIT

1. That the Committee note and support the approval and adoption of the following documents:
   1.1 Anti-Corruption and Fraud Prevention Policy and Fraud Response Plan.
   1.2 Anti-Corruption and Fraud Prevention Strategy.
   1.3 Whistleblowing Policy.
2. That the item be referred to Council for approval.

6.1.5.2 STRATEGIESE DIENSTE

6.1.5.2.1 STRATEGIC SERVICES DEPARTMENT REPORT: 2025/2026 QUARTER 1 (JULY – SEPTEMBER 2025)

File number / Verwysingsnommer: 15/1/8

Meeting date / Vergadering datum: 26 November 2025

Report by / Verslag deur: Manager: Strategic Services – L de Villiers

RESOLUTION / BESLUIT

That the Committee take note of the contents of the Strategic Services Department Progress Report: 2025/2026 Quarter 1 (July – September 2025).

6.1.5.3 BIBLIOTEEKDIENSTE

6.1.5.3.1 KWARTAALVERSLAG: BIBLIOTEEKDIENSTE – JULIE, AUGUSTUS EN SEPTEMBER 2025

File number / Verwysingsnommer: 17/4/3/1

Meeting date / Vergadering datum: 26 November 2025

Report by / Verslag deur: Bestuurder: Biblioteekdiens - Me U Oosthuizen

RESOLUTION / BESLUIT

Dat die Komitee kennis neem van die Biblioteekdiens se kwartaalverslag vir Julie, Augustus en September 2025.

6.1.5.4 KAMPE EN BEROEPSGESONDHEID & VEILIGHEID

6.1.5.4.1 BESIGHEIDSPLAN – PREEKSTOEL FEES PROGRAM VIR DIE DESEMBER 2025/JANUARIE 2026 VAKANSIE PERIODE - PREEKSTOEL KAMPEERDERS VERENIGING

File number / Verwysingsnommer: 7/6/R

Meeting date / Vergadering datum: 26 November 2025

Report by / Verslag deur: Bestuurder Kampe en Beroepsgesondheid en Veiligheid – CJ Onrust

RESOLUTION / BESLUIT

1. Dat die Komitee kennis neem van die Preekstoel Kamp Komitee se opgedateerde voorgenome Fees Program vir Desember 2025/Januarie 2026.
2. Dat die Komitee goedkeuring verleen dat die Preekstoel Kampeerders Vereniging hul voorgenome Feesprogram wel mag aanbied te Preekstoel karavaanpark gedurende die Desember 2025/Januarie 2026 vakansie periode.
3. Dat die Preekstoel Kampeerders Vereniging alle voorsorgmaatreëls in plek sal plaas vir enige gebeurlikheid.
4. Dat die Preekstoel Kampeerders Vereniging die munisipaliteit vrywaar van enige gebeurlikheid, en/of skade vergoeding weens die aanbied van hul Feesprogram.
5. Dat die Preekstoel Kampeerders Vereniging daarvan kwytgeskel word om die R192 administrasie fooi te betaal vir die “Events Plan” aansoek.
6. Dat die “Events Plan” ingevolge die Raad se Verordening insake die Hou van Geleenthede oorweeg word.

6.1.5.5 INFORMASIE & KOMMUNIKASIE TEGNOLOGIE

6.1.5.5.1 USER RESPONSIBILITIES REGARDING BLOCKED OR UNDELIVERED EMAILS

File number / Verwysingsnommer: 6/1/b

Meeting date / Vergadering datum: 26 November 2025

Report by / Verslag deur: Manager ICT: J Kleinhans

RESOLUTION / BESLUIT

1. That the Committee take note of compulsory annual security awareness campaigns to ensure internal users understand the importance of vigilance in identifying suspicious emails.
2. That user departments engage with the ICT department to assess additional awareness needs and provide informal training to service delivery teams on handling missed communications and implementing follow-up protocols.

6.1.5.6 EIENDOMSBESTUUR

6.1.5.6.1 VERHURING VAN 'N GEDEELTE (ONGEVEER 100 VK.M) VAN ERF 2004, RIVERSDAL

File number / Verwysingsnommer: 7/2/1/2/5

Meeting date / Vergadering datum: 26 November 2025

Report by / Verslag deur: Koördineerder: Eiendomsbestuur – Me K Page

RESOLUTION / BESLUIT

1. Dat die aansoek van Esmerelda Heskwa om 'n gedeelte (ongeveer 100 vk.m) van Erf 2004, Riversdal te huur ten einde 'n struktuur (hok) vir residensiële doeleindes op te rig, afgekeur word, weens die volgende redes:
    1.1 Dat die eiendom waarvoor aansoek gedoen word, onder die 1:100 vloedlyn is en nuwe strukture nie aanbeveel word nie.
    1.2 Dat die eiendom nie in die Ruimtelike Ontwikkelingsraamwerk van 2025 vir behuising doeleindes aangewend word nie en die area nie geskik is vir die doel waarvoor aansoek gedoen word nie.
    1.3 Dat daar reeds 'n munisipale behuising geleentheid in die vorm van 'n nooderf aan die aansoeker toegeken is, welke beter vir bewoning geskik is.

6.1.5.6.2 VERHURING VAN 'N GEDEELTE (ONGEVEER 900 VK.M) VAN ERF 3862, RIVERSDAL

File number / Verwysingsnommer: 7/2/1/2/5

Meeting date / Vergadering datum: 26 November 2025

Report by / Verslag deur: Koördineerder: Eiendomsbestuur – Me K Page

RESOLUTION / BESLUIT

1. Dat die aansoek van Tania Baartman vir die verhuring van ‘n gedeelte (ongeveer 900 vk.m) van Erf 3862, Riversdal vir die bedryf van ‘n skrootwerf, afgekeur word, weens die volgende redes:

    1.1 Dat die voorgestelde besigheidsbedryf nie geskik is vir ‘n residensiële area nie en eerder in ‘n industriële area hoort soos deur die Soneringskema voorgeskryf.

    1.2 Dat die eiendom vir munisipale dienslewering, in die vorm van toekomstige behuising, benodig en reserveer word.

6.2 Dat die volgende items voortspruitend uit die verslag van ’n Finansiële Dienste Portefeulje Komitee vergadering gehou op 12 November 2025 soos volg as besluite van die Raad goedgekeur word.

Voorstel Rdl BD Smith, sekondant Rdl B van Noordwyk

6.2.5.1 BANKREKONSILIASIE 2025 EN LYS VAN TJEKS MEER AS R20 000 VIR OKTOBER 2025

File number / Verwysingsnommer: 4/B

Meeting date / Vergadering datum: 26 November 2025

Report by / Verslag deur: Rekenmeester: Uitgawes - Johanna Booysen

RESOLUTION / BESLUIT

Dat kennis geneem word van die bankrekonsiliasie sowel as die lys van tjeks meer as R20 000, vir Oktober 2025.

6.2.5.2 VERSEKERINGSEISE SOOS OP 31 OKTOBER 2025

File number / Verwysingsnommer: 5/12/2/1

Meeting date / Vergadering datum: 26 November 2025

Report by / Verslag deur: Voorsieningskanaalbestuur, Bates & Versekering - Mnr. R. Bent

RESOLUTION / BESLUIT

1. Dat kennis geneem word van die uitstaande versekeringseise soos op 31 Oktober 2025 asook die redes waarom dit uitstaande is.
2. Dat kennis geneem word van die versekeringseise wat ingedien is vir die 2025/2026 finansiële jaar soos op 31 Oktober 2025.
3. Dat kennis geneem word van die tabel ten opsigte van die totale versekeringseise ingedien per dorp tot dusver vir die 2025/26 finansiële jaar.
4. Dat kennis geneem word van die totale tipe versekeringseise ingedien tot dusver vir die 2025/26 finansiële jaar.
5. Dat kennis geneem word van die totale uitgawe ten opsigte van versekering bybetalings tot dusver vir die 2025/26 finansiële jaar.

6.2.5.3 MONTHLY REPORT ON AWARDS MADE AND DEVIATIONS APPROVED IN THE IMPLEMENTATION OF THE SUPPLY CHAIN MANAGEMENT POLICY FOR OCTOBER 2025

File number / Verwysingsnommer: 8/B

Meeting date / Vergadering datum: 26 November 2025

Report by / Verslag deur: Manager: Supply Chain Management, Assets & Insurance: Mr R Bent

RESOLUTION / BESLUIT

That the Committee note all deviations and ratification of minor breaches, awards made by the Bid Adjudication Committee (for goods and services and infrastructure projects) as well as awards made above R 100 000 for October 2025.

6.2.5.4 PROGRESS REPORT ON THE COLLECTIONS OF HAND-OVER ACCOUNTS FOR THE PERIOD 01 MAY 2025 – 30 SEPTEMBER 2025

File number / Verwysingsnommer: 5/11/4

Meeting date / Vergadering datum: 26 November 2025

Report by / Verslag deur: Manager: Revenue – S Daniëls

RESOLUTION / BESLUIT

1. That the Committee take note of the progress on hand-over accounts for the period 1 May 2025 - 30 September 2025.
2. That the Committee take note that no handovers were done for this period due to the tender expiring soon.

6.2.5.5 OUTSTANDING DEBT REPORT– OCTOBER 2025

File number / Verwysingsnommer: 5/11/1

Meeting date / Vergadering datum: 26 November 2025

Report by / Verslag deur: Manager Revenue - S Daniels

RESOLUTION / BESLUIT

That the Committee take note of the state of outstanding debtors as at 31 October 2025.

6.3 Dat die volgende items voortspruitend uit die verslag van ’n Tegniese Dienste Portefeulje Komitee vergadering gehou op 12 November 2025 soos volg as besluite van die Raad goedgekeur word.

Voorstel Rdl B van Noordwyk, sekondant Rdl BD Smith

6.3.5.1 TEGNIESE DIENSTE MAANDVERSLAG VIR OKTOBER 2025

File number / Verwysingsnommer: 9/1/3

Meeting date / Vergadering datum: 26 November 2025

Report by / Verslag deur: Direkteur: Tegniese Dienste – Mnr. R. Manho

RESOLUTION / BESLUIT

1. Dat die Komitee kennis neem van die maandverslae en reservoirvlakke, soos vervat in die opsomming aangeheg, ontvang ten opsigte van Oktober 2025, soos voorgelê deur die Hoofde van die onderskeie dorpe.
2. Dat die Komitee kennis neem dat die Parke, Vaste Afval, Publieke Fasiliteite, Sportgronde en Begraafplase verslae, asook die Vlootverslag, vervat is in die volledige maandverslae soos ingedien deur die Hoofde.

6.3.5.2 WATERKWALITEIT – OKTOBER 2025

File number / Verwysingsnommer: 16/1/R

Meeting date / Vergadering datum: 26 November 2025

Report by / Verslag deur: Bestuurder: Siviele Infrastruktuurdienste: Mnr. Stuart Morris

RESOLUTION / BESLUIT

1. Dat die Komitee kennis neem van die waterkwaliteit verslag vir Oktober 2025. Die onderstaande aksies word deurlopend geneem om te verseker dat die punte aan die wetlike vereistes voldoen:
    1.1. Chloor toetse word gedoen om vry residueel chlorinering te bepaal.
    1.2. Verstellings in chloor dosering word gedoen indien punte nie voldoen om enige gesondheid risiko's af te weer.
    1.3. Chloor dosering apparate word nagegaan om te verseker dat die dosering reg gestel is.
    1.4. Sand filters en reservoirs word nagegaan om te verseker dat daar nie enige ander elemente die water kan besoedel nie.

6.3.5.3 KWALITEIT VAN GESUIWERDE RIOOLWATER VIR OKTOBER 2025

File number / Verwysingsnommer: 16/1/R

Meeting date / Vergadering datum: 26 November 2025

Report by / Verslag deur: Bestuurder: Siviele Infrastruktuurdienste: Mnr. S. Morris

RESOLUTION / BESLUIT

1. Dat die Komitee kennis neem van die kwaliteit van gesuiwerde rioolwater vir Oktober 2025.
2. Dat die Komitee kennis neem dat gedurende Oktober 2025 het twee (2) toetsmonsters nie voldoen aan die norme en standaarde (SANS 241-1: 2011) nie.
3. Dat die Komitee kennis neem dat die doseringstempo aangepas word om van bakterieë ontslae te raak.

6.3.5.4 AANSOEK OM SPOEDWAL: TOMLINSONSTRAAT, HEIDELBERG

File number / Verwysingsnommer: 16/3/R

Meeting date / Vergadering datum: 26 November 2025

Report by / Verslag deur: Tegniese Hoof – Mnr. Z. Jonker

RESOLUTION / BESLUIT

1. Dat die Komitee kennis neem van die aansoek vir die aanbring van ‘n spoedwal in Tomlinsonstraat, Heidelberg.
2. Dat die Komitee die aanbring van ‘n spoedwal te Tomlinsonstraat, Heidelberg goedkeur weens veiligheids risiko’s vir voetgangers.

6.3.5.5 INSTALLERING VAN VESEL IN MELKHOUTFONTEIN (WYK 1): OPENSERVE

File number / Verwysingsnommer: 6/2/2

Meeting date / Vergadering datum: 26 November 2025

Report by / Verslag deur: Direkteur: Tegniese Dienste: Mnr. Manho

RESOLUTION / BESLUIT

1. Dat die Komitee kennis neem van die aansoek wat ontvang was vanaf Openserve vir die installering van ondergrondse vesel binne Wyk 1 (Melkhoutfontein).
2. Dat die Komitee kennis neem dat ingevolge die goedgekeurde “Wayleave” beleid, is die aansoeker kwytgeskeld van die voorgeskrewe aansoekfooi ter waarde van R 20 933.00 (BTW ingesluit) soos voorgeskryf in terme van klousule 8.1 van die “Wayleave” Beleid.
3. Dat die Komitee kennis neem van die voorwaarde van spaar kapasiteit wat aan die Munisipaliteit beskikbaar sal wees vir toekomstige gebruik.
4. Dat die Komitee kennis neem dat Tegniese dienste alle vesel projekte op die GIS stelsel laai vir rekord doeleindes.

6.3.5.6 INSTALLERING VAN VESEL IN SLANGRIVIER (WYK 4): OPENSERVE

File number / Verwysingsnommer: 6/2/2

Meeting date / Vergadering datum: 26 November 2025

Report by / Verslag deur: Direkteur: Tegniese Dienste: Mnr. Manho

RESOLUTION / BESLUIT

1. Dat die Komitee kennis neem van die aansoek wat ontvang was vanaf Openserve vir die installering van ondergrondse vesel binne Wyk 4 (Slangrivier).
2. Dat die Komitee kennis neem dat ingevolge die goedgekeurde “Wayleave” beleid, is die aansoeker kwytgeskeld van die voorgeskrewe aansoekfooi ter waarde van R 20 933.00 (BTW ingesluit) soos voorgeskryf in terme van klousule 8.1 van die “Wayleave” Beleid.
3. Dat die Komitee kennis neem van die voorwaarde van spaar kapasiteit wat aan die Munisipaliteit beskikbaar sal wees vir toekomstige gebruik.
4. Dat die Komitee kennis neem dat Tegniese dienste alle vesel projekte op die GIS stelsel laai vir rekord doeleindes.

6.3.5.7 TOEKENNING VAN AREA VIR BRANDERPLANKRYSKOOL IN STILBAAI – GARAGE SURF SCHOOL

File number / Verwysingsnommer: 17/10/R

Meeting date / Vergadering datum: 26 November 2025

Report by / Verslag deur: Direkteur Tegniese Dienste : Mnr R. Manho

RESOLUTION / BESLUIT

1. Dat die aanbied van die branderplankryskool goedgekeur word aan Garage Surf School te Lappiesbaai strand area vir ‘n verdere periode van 3 jaar (36 maande) vanaf 1 Desember 2025 tot 30 November 2028.
2. Dat die branderplankryskool aangebied word op ‘n area wat ten minste 250m weg is vanaf die blouvlag area aan die westekant van Lappiesbaai strand om te verseker dat dit veilig is vir publiek om die strand te gebruik om te swem.
3. Dat die onderstaande vereistes te alle tye nagekom word deur Garage Surf School se branderplankryskool:
    - 3.1 Dat alle Blouvlag vereistes nagekom moet word tydens die Blouvlag seisoen.
    - 3.2 Dat die aansoeker aansoek moet doen vir verlenging van die vergunning voordat die 36 maande verstreke is.
    - 3.3 Dat geen strukture opgerig mag word op die parkeerarea, duine of strand nie.
    - 3.4 Dat die gebruik van alkohol verbied word.
    - 3.5 Dat oornag parkering van voertuie verbode is.
    - 3.6 Dat die Raad die reg voorbehou om die vergunning enige tyd terug te trek indien probleme ondervind word om Blouvlag strand vereistes na te kom.
4. Dat geen branderplankryskole aangebied word by Steentjiestrand nie.
5. Dat die Wetstoepassing afdeling die Blouvlag strand te Lappiesbaai gereeld patrolleer om vas te stel of die vereistes in paragrawe 2; 3.1; 3.3 – 3.6 en 5 te alle tye nagekom word deur Garage Surf School se branderplankryskool.
6. Dat die aansoeker amptelik aansoek doen vir die oprigting van advertensie borde.

6.3.5.8 SPANDERING EN VORDERING VAN DIE EPWP (“EXPANDED PUBLIC WORKS PROGRAMME”) EN DIE MIG (“MUNICIPAL INFRASTRUCTURE GRANT”) TOT EINDE OKTOBER 2025

File number / Verwysingsnommer: 5/6/9/2

Meeting date / Vergadering datum: 26 November 2025

Report by / Verslag deur: Direkteur: Tegniese Dienste: Mnr. Rhuschan Manho

RESOLUTION / BESLUIT

1. Dat die Komitee kennis neem van die MIG (“Municipal Infrastructure Grant”) spandering en vordering tot einde Oktober 2025.
2. Dat die Komitee kennis neem van die 2025/26 EPWP (“Expanded Public Works Programme”) spandering en vordering tot einde Oktober 2025.

6.4 Dat die volgende items voortspruitend uit die verslag van ’n Ontwikkelingsbeplanning Portefeulje Komitee vergadering gehou op 12 November 2025 soos volg as besluite van die Raad goedgekeur word.

Voorstel Rdl HJ Saayman, sekondant Rdl GL Boezak

6.4.5.1 BEPLANNINGSDIENSTE

6.4.5.1.1 1ST PROGRESS REPORT OF FUTURE DEVELOPMENTS WITHIN THE HESSEQUA AREA

File number / Verwysingsnommer: 15/R

Meeting date / Vergadering datum: 26 November 2025

Report by / Verslag deur: Director: Development Planning: Mr HS Visser

RESOLUTION / BESLUIT

That the Committee take note of the 1st report regarding the status of future developments within the Hessequa Municipal area.

6.4.5.1.2 PROPOSED INDUSTRIAL DEVELOPMENT IN HEIDELBERG AND ALBERTINIA

File number / Verwysingsnommer: 15/R

Meeting date / Vergadering datum: 26 November 2025

Report by / Verslag deur: Director: Development Planning: Mr HS Visser

RESOLUTION / BESLUIT

That the Committee take note of the project plan for Phase 1 of the industrial developments in Heidelberg and Albertinia.

6.4.5.2 PLAASLIKE EKONOMIESE ONTWIKKELING EN TOERISME

6.4.5.2.1 BI-ANNUAL PROGRESS REPORT ON ENGAGEMENTS AND INITIATIVES WITH CHAMBERS OF COMMERCE WITHIN HESSEQUA

File number / Verwysingsnommer: 17/17/3

Meeting date / Vergadering datum: 26 November 2025

Report by / Verslag deur: Manager: Spatial and Economic Development – Mr Bertus Hayward

RESOLUTION / BESLUIT

That the Committee take note of the bi-annual progress report regarding existing strategies, engagements and initiatives with the Chambers of Commerce within Hessequa Municipal Area.

6.4.5.2.2 ACTION PLAN FOR THE INVESTMENT FACILITATION STANDARD OPERATING PROCEDURE (IFSOP)

File number / Verwysingsnommer: 17/17/3

Meeting date / Vergadering datum: 26 November 2025

Report by / Verslag deur: Manager: Spatial and Economic Development – Bertus Hayward

RESOLUTION / BESLUIT

1. That the Committee take note of the Action Plan for the implementation of the IFSOP.
2. That the Committee support the phased implementation as outlined.
3. That the Directorate: Development Planning coordinate execution and report bi-annually on progress.
4. That the Investment Unit be chaired by the Municipal Manager.

6.4.5.2.3 PROGRESS ON THE SLANGRIVIER TRANSFORMATION PROCESS IN TERMS OF CERTAIN RURAL AREAS ACT NO 94 OF 1998 (TRANCRAA)

File number / Verwysingsnommer: 15/R

Meeting date / Vergadering datum: 26 November 2025

Report by / Verslag deur: Manager: Spatial and Economic Development – Mr B Hayward

RESOLUTION / BESLUIT

That the Committee take note of the progress on the Slangrivier Transformation process in terms of the Transformation of Certain Rural Areas Act no 94 of 1998 (TRANCRAA).

6.4.5.2.4 LED STRATEGY IMPLEMENTATION PLAN: INITIATIVE 1

File number / Verwysingsnommer: 17/17/3

Meeting date / Vergadering datum: 26 November 2025

Report by / Verslag deur: Manager: Spatial and Economic Development – Bertus Hayward

RESOLUTION / BESLUIT

1. That the Committee take note of the progress and proposed actions under Initiative 1 of the LED Strategy Implementation Plan
2. That the Committee support the establishment of the Investment Unit and its composition with the Municipal Manager as Chairperson.
3. That the Committee endorse the appointment of the Investment Administrator.
4. That the Committee support the adoption of the Draft Terms of Reference for transversal working teams.

5. That the Committee note the alignment with provincial and national strategies and potential investment summits or opportunities.

6.4.5.2.5 LED STRATEGY IMPLEMENTATION PLAN: INITIATIVE 10

File number / Verwysingsnommer: 17/17/3

Meeting date / Vergadering datum: 26 November 2025

Report by / Verslag deur: Manager: Spatial and Economic Development – Bertus Hayward

RESOLUTION / BESLUIT

1. That the Committee take note of the progress and proposed actions under Theme 3.2, Initiative 10 of the LED Strategy Implementation Plan.
2. That the Committee take note of this Training Initiative for local businesses on how to procure.

6.4.5.2.6 LED STRATEGY IMPLEMENTATION PLAN: INITIATIVES 11 AND 13

File number / Verwysingsnommer: 17/17/3

Meeting date / Vergadering datum: 26 November 2025

Report by / Verslag deur: Manager: Spatial and Economic Development – Bertus Hayward

RESOLUTION / BESLUIT

1. That the Committee take note of the progress and proposed actions under Theme 3.2 and Theme 3.3, Initiative 11 and 13 of the LED Strategy Implementation Plan.
2. That the Committee take note of the roadshows held to support suppliers with database registration and the compilation of the database.

6.4.5.2.7 LED STRATEGY IMPLEMENTATION PLAN: INITIATIVE 27

File number / Verwysingsnommer: 17/17/3

Meeting date / Vergadering datum: 26 November 2025

Report by / Verslag deur: Manager: Spatial and Economic Development – Bertus Hayward

RESOLUTION / BESLUIT

1. That the Committee take note of the progress and proposed actions under Theme 5.2 of the LED Strategy Implementation Plan.
2. That the Committee support the commissioning of the feasibility study under Theme 5.2 Initiative 27 of the LED Implementation Plan.
3. That the Committee support the request for external funding.
4. That the Committee endorse the proposed action plan and timelines subject to the availability of funding.

5. That bi-annual reports be submitted to the Portfolio Committee for consideration.

6.5 Dat die volgende items voortspruitend uit die verslag van 'n Gemeenskapsdienste Portefeulje Komitee vergadering gehou op 12 November 2025 soos volg as besluite van die Raad goedgekeur word.

Voorstel Rdl GL Boezak, sekondant Rdl HJ Saayman

6.5.5.1 SOSIALE ONTWIKKELING

6.5.5.1.1 MAANDVERSLAE: DEPARTEMENT GEMEENSKAPSONTWIKKELING EN GEMEENSKAPSONTWIKKELING WERKER PROGRAM VIR OKTOBER 2025

File number / Verwysingsnommer: 17/16/4

Meeting date / Vergadering datum: 26 November 2025

Report by / Verslag deur: Bestuurder Gemeenskapsontwikkeling – Mnr RN Heunis

RESOLUTION / BESLUIT

1. Dat die Komitee kennis neem van die Departement Gemeenskapsontwikkeling se Maandverslag vir Oktober 2025.
2. Dat die Komitee kennis neem van die Gemeenskapsontwikkeling Werker Program se Maandverslag vir Oktober 2025.

6.5.5.1.2 GOEDKEURING VIR DIE SKEP VAN ADDISIONELE SMOUS STAANPLEKKE IN HOOFSTRAAT, RIVERSDAL

File number / Verwysingsnommer: 17/17/R

Meeting date / Vergadering datum: 26 November 2025

Report by / Verslag deur: Direkteur: Gemeenskapsdienste - Deon Lewis-Michaels

RESOLUTION / BESLUIT

1. Dat die Komitee kennis neem van die verhoogde aanvraag vir addisionele staanplekke te Hoofstraat, Riversdal.
2. Dat die Komitee die skep van drie (3) addisionele smous staanplekke in die Hoofstraat, Riversdal oorweeg.
3. Dat die Hoof: Verkeersdienste sal toesien dat die nuut geskepte staanplekke geverf word.
4. Dat die kommentaar of bekommernis van die Tegniese Departement as deel van die goedkeuringsvoorwaardes aangespreek sal word.
5. Dat die item aan die Raad voorgelê word vir goedkeuring.

6.5.5.1.3 HESSEQUA MUNISIPALITEIT GASHEER VIR DIE INSTITUUT VIR MUNISIPALE OPENBARE VEILIGHEID (IMPS) KONFERENSIE VANAF 10-12 FEBRUARIE 2026 TE RIVERSDAL

File number / Verwysingsnommer: 4/4/3

Meeting date / Vergadering datum: 26 November 2025

Report by / Verslag deur: Direkteur: Gemeenskapsdienste – Mnr Deon Lewis-Michaels

RESOLUTION / BESLUIT

1. Dat die Komitee goedkeuring verleen dat Hessequa Munisipaliteit as gasheer optree om die volgende Instituut vir Munisipale Openbare Veiligheid (IMPS – SA) konferensie tussen 10-12 Februarie 2026 te Riversdal, aan te bied.
2. Dat die Riversdal Burgersentrum gratis beskikbaar gestel word vir die doel.
3. Dat befondsing beskikbaar gestel sal word vir die voorsiening van spyseniering vir 110 afgevaardigdes vir die tydperk 10-12 Februarie 2026.

6.5.5.1.4 UITDEEL VAN "HESSEQUA THE NEW BEGINNING" BOEK AAN AFGEVAARDIGDES TYDENS DIE INSTITUUT VIR MUNISIPALE OPENBARE VEILIGHEID (IMPS) KONFERENSIE VANAF 10-12 FEBRUARIE 2026 TE RIVERSDAL

File number / Verwysingsnommer: 4/4/3

Meeting date / Vergadering datum: 26 November 2025

Report by / Verslag deur: Direkteur: Gemeenskapsdienste – Mnr Deon Lewis-Michaels

RESOLUTION / BESLUIT

1. Dat die Komitee kennis neem dat Hessequa Munisipaliteit die gasheer is van die jaarlikse Instituut vir Munisipale Openbare Veiligheid (IMPS) Konferensie, wat geskeduleer is vir 10 -12 Februarie 2026 te Riversdal.
2. Dat die Komitee kennis neem dat die kostes per boek R150.00 beloop met 'n totale koste van R16 500.00 vir 110 afgevaardigdes.
3. Dat die Komitee goedkeuring verleen dat die boek "The New Beginning" gratis aan die 110 afgevaardigdes wat die jaarlikse Instituut vir Munisipale Openbare Veiligheid (IMPS) Konferensie, wat geskeduleer is vir 10 -12 Februarie 2026 te Riversdal, uitgedeel word, as deel van die verwelkomingspakkie.

6.5.5.2 BESKERMINGSDIENSTE

6.5.5.2.1 MAANDVERSLAG BESKERMINGSDIENSTE VIR SEPTEMBER 2025

File number / Verwysingsnommer: 17/3/R

Meeting date / Vergadering datum: 26 November 2025

Report by / Verslag deur: Bestuurder: Beskermingsdienste - Channell Swartz

RESOLUTION / BESLUIT

Dat die Komitee kennis neem van die operasionele werksaamhede van Beskermingsdienste Departement vir September 2025 wat die volgende afdelings insluit:

- Motorvoertuig Lisensiëring/Padwaardigheid/Bestuurslisensies
- Verkeers Wetstoepassing
- Diere Skut
- Munisipale Wetstoepassing
- Tegniese Afdeling
- Rampbestuur/Brandweer/Brandkrane

6.5.5.3 BEHUISING

6.5.5.3.1 HESSEQUA BEHUISINGSPYPLYN MAANDVERSLAG VIR JULIE 2025

File number / Verwysingsnommer: 17/5/R

Meeting date / Vergadering datum: 26 November 2025

Report by / Verslag deur: Bestuurder Menslike Nedersettings: Mnr C Duthie

RESOLUTION / BESLUIT

Dat die Komitee kennis neem van vordering gemaak met die Raad se Behuisingspyplyn projekte vir Julie 2025.

6.5.5.3.2 HESSEQUA BEHUISINGSPYPLYN MAANDVERSLAG VIR OKTOBER 2025

File number / Verwysingsnommer: 17/5/R

Meeting date / Vergadering datum: 26 November 2025

Report by / Verslag deur: Bestuurder Menslike Nedersettings: Mnr C Duthie

RESOLUTION / BESLUIT

Dat die Komitee kennis neem van vordering gemaak met die Raad se Behuisingspyplyn projekte vir Oktober 2025.

6.5.5.3.3 KWARTAALVERSLAG: STATUS VAN DIE HESSEQUA MUNISIPALE BEHUISINGS WAGLYS VIR JULIE, AUGUSTUS EN SEPTEMBER 2025

File number / Verwysingsnommer: 17/5/R

Meeting date / Vergadering datum: 26 November 2025

Report by / Verslag deur: Bestuurder Menslike Nedersettings – C Duthie

RESOLUTION / BESLUIT

Dat die Komitee kennis neem van die status van die Hessequa Munisipale Behuisingswaglys vir Julie, Augustus en September 2025.

6.5.5.3.4 BEHUISINGSUITREIKE – OPDATERING & VERIFIKASIE VAN DIE HESSEQUA BEHUISINGSDATABASIS VIR AUGUSTUS & SEPTEMBER 2025

File number / Verwysingsnommer: 17/5/R

Meeting date / Vergadering datum: 26 November 2025

Report by / Verslag deur: Bestuurder Menslike Nedersettings: Mnr C Duthie

RESOLUTION / BESLUIT

Dat die Komitee kennis neem van behuisingsuitreike vir die opdatering en verifikasie van die behuisingsdatabasis wat gedurende Augustus en September 2025 plaasgevind het.

6.5.5.3.5 IMPLEMENTATION OF FIRST HOME FINANCE (FHF) IN THE MELKHOUTFONTEIN WEST HOUSING PROJECT

File number / Verwysingsnommer: 17/5/1/2/6/2

Meeting date / Vergadering datum: 26 November 2025

Report by / Verslag deur: Housing Official – Annelize Mohammed

RESOLUTION / BESLUIT

1. That the Committee take note of the housing typologies, as well as the revised costs and initial selling prices of houses in the Affordable Housing segment (FHF) of the Melkhoutfontein Housing Project.
2. That the Committee support the waiving of the following municipal cost that could have an impact on the final price per unit:
    - Building plan deposit (currently R3 392.00) + fee cost per unit
    - Total erf costs of R86 000.45
3. That the housing department proceed with all marketing and information sessions in Melkhoutfontein for people in the income bracket R7001-R22 000.
4. That ASLA provide a detailed Rollout/Implementation Plan for the Affordable Housing as part of the Melkhoutfontein Housing project for 2026/2027 Financial year.
5. That the item be referred to the Council for final approval.

7. SAKE VIR BESPREKING

7.1 KORPORATIEWE BESTUUR

7.1.1 HERSIENING VAN DIE 2025/2026 DIENSSTANDAARDE GELDIG VIR DIE NOVEMBER 2025 – FEBRUARIE 2026 PERIODE

File number / Verwysingsnommer: 6/4/1

Meeting date / Vergadering datum: 26 November 2025

Report by / Verslag deur: Hoof: Openbare Betrekkinge en Administrasie – Me D Budricks

RESOLUTION / BESLUIT

1. Dat die Uitvoerende Burgemeesterskomitee kennis neem dat die diensstandaarde elke 4 maande hersien word.
2. Dat die Uitvoerende Burgemeesterskomitee die 2025/2026 diensstandaarde vir die November 2025 tot Februarie 2026 periode ondersteun en aanbeveel.
3. Dat die item na die Raad verwys word vir goedkeuring.

Voorstel Rdl BD Smith, sekondant Rdl B van Noordwyk

7.1.2 ANTI-CORRUPTION AND FRAUD PREVENTION DOCUMENTS AND WHISTLEBLOWING POLICY

File Number / Verwysings nommer: 4/B

Meeting Date / Vergadering datum: 26 November 2025

Report by / Verslag deur: Manager: Legal and Administration Services: Mrs S Sanders

RESOLUTION / BESLUIT

1. That the Executive Mayoral Committee note and support the approval and adoption of the following documents:
   1.1 Anti-Corruption and Fraud Prevention Policy and Fraud Response Plan.
   1.2 Anti-Corruption and Fraud Prevention Strategy.
   1.3 Whistleblowing Policy.
2. That the item be referred to Council for approval.

Proposer Cllr BD Smith, seconded Cllr HJ Saayman

7.1.3 HERSIENING VAN DIE GOEDGEKEURDE 2025/2026 (2DE HERSIENING) DELEGASIE REGISTER

File number / Verwysingsnommer: 6/1/4

Meeting date / Vergadering datum: 26 November 2025

Report by / Verslag deur: Bestuurder: Regsdienste & Administrasie – Mev Sarah Sanders

RESOLUTION / BESLUIT

1. Dat die Uitvoerende Burgemeesterskomitee die gewysigde Delegasie Register 2025/2026 (2de hersiening) ingevolge Artikel 59 van die Plaaslike Regering: Munisipale Stelselswet (Wet 32 van 2000) ondersteun en aanbeveel vir goedkeuring deur die Raad.
2. Dat die Item na die Raad verwys word vir goedkeuring.

Voorstel Rdl BD Smith, sekondant Rdl GL Boezak

7.1.4 DRAFT PETITIONS POLICY: INPUTS AND COMMENTS RECEIVED DURING PUBLIC PARTICIPATION

File number / Verwysingsnommer: 3/B

Meeting date / Vergadering datum: 26 November 2025

Report by / Verslag deur: Manager: Legal and Administration Services – Ms. Sarah Sanders

RESOLUTION / BESLUIT

1. That the Executive Mayoral Committee take note of the draft Petitions Policy and the public participation process followed from 19 September 2025 – 10 October 2025.
2. That the Executive Mayoral Committee take note of the objection received by Mr. Panzek and the administration's response thereto.
3. That the Executive Mayoral Committee take note of the comments received from the Stilbaai Community Forum and the administration's response thereto.
4. That the item be referred to Council for approval.

Proposer Cllr BD Smith, seconded Cllr B van Noordwyk

7.1.5 FINAL PERFORMANCE EVALUATION RESULTS 2024/2025 – MUNICIPAL MANAGER AND DIRECTORS

File number / Verwysingsnommer: 4/7/2

Meeting date / Vergadering datum: 26 November 2025

Report by / Verslag deur: Performance Management Administrator – Mrs L Marais

RESOLUTION / BESLUIT

1. That the Executive Mayoral Committee take note of the Performance Evaluation results for 2024/2025 and the percentage bonus calculated.

FINAL EVALUATION RESULTS 2024/2025		
Name	**Score %**	**% Bonus**
Mr ASA de Klerk	94%	14%
Mr G Goliath	93%	14%
Mr D Lewis-Michaels (Dec 2024 – June 2025)	87%	14%
Mr H Visser	91%	14%
Ms M Griesel	90%	14%
Mr R Manho	93%	14%

2. That the bonuses of the Municipal Manager and Directors directly accountable to the Municipal Manager, be paid out as budgeted after the adoption of the 2024/2025 Annual report.
3. That the item serve at the Council meeting of 26 November 2025.

Proposer Cllr BD Smith, seconded Cllr HJ Saayman

7.1.6 HUUR VAN MUNISIPALE KANTOORSPASIE TE RIVERSDAL

File number / Verwysingsnommer: 17/3/R

Meeting date / Vergadering datum: 26 November 2025

Report by / Verslag deur: Bestuurder: Eiendomsbestuur Mnr A Kleynhans

RESOLUTION / BESLUIT

1. Dat die Komitee goedkeuring verleen vir die verlenging van die huurooreenkoms tussen Hessequa Munisipaliteit en Belladonna (PTY) Ltd vir die huur van ‘n gedeelte (ongeveer 551 vk.m) van Erf 2902, Riversdal vir ‘n periode van 3 jaar vanaf 1 April 2026 teen ‘n aanvangshuurbedrag van R57 855.00 (BTW uitgesluit) per maand, met ‘n jaarlikse eskalasie koers van 8%.
2. Dat die Komitee goedkeuring verleen vir die huur van kantoorspasie te Erwe 2507, 2509, 2510 en 2512, Riversdal vanaf Tuinroete Distriksmunisipaliteit op ‘n maand-tot-maand basis teen ‘n aanvangshuurbedrag van R32 086.75 (BTW uitgesluit) per maand, met ‘n jaarlikse eskalasie koers van 7%.
3. Dat die proses soos voorgeskryf in Artikel 33 van die Wet op Munisipale Finansiële Bestuur (Wet 56 van 2003) suksesvol afgehandel word voor die huurkontrak t.o.v. Erf 2902, Riversdal aan die Raad voorgelê word vir goedkeuring.
4. Dat die publieke deelname proses soos voorgeskryf in klousule 16.2 van die Eiendomsadministrasie beleid gevolg word.
5. Dat die munisipaliteit addisioneel tot die huurbedrae in aanbevelings 1 en 2, ook die maandelikse diensterekening (water, riolering, vullisverwydering en elektrisiteit) ten opsigte van die eiendomme wat deur die munisipaliteit gehuur word, betaal.
6. Dat die item na die Raad verwys word.

Voorstel Rdl BD Smith, sekondant Rdl B van Noordwyk

7.2 FINANSIËLE DIENSTE

7.2.1 IN-YEAR MONITORING FOR LOCAL AUTHORITIES – OCTOBER 2025

File number / Verwysingsnommer: 5/1/1/1

Meeting date / Vergadering datum: 26 November 2025

Report by / Verslag deur: Manager: Financial Statements, Budget & Financial Reporting - R.R Erasmus

RESOLUTION / BESLUIT

1. That the Budget Monitoring presented for October 2025, be approved.
2. That the reasons given for deviations, be approved.

3. That the Executive Mayoral Committee note the investments the municipality has at banks and the money market as at 31 October 2025.
4. That the Executive Mayoral Committee note the instances of Unauthorised, Irregular, Wasteful and Fruitless (UIW&F) Expenditure for the period ended 31 October 2025.
5. That the report be submitted to the Municipal Public Accounts Committee for oversight.

Proposer Cllr BD Smith, seconded Cllr GL Boezak

7.2.2 CAPITAL BUDGET SPENDING UP TO 31 OCTOBER 2025

File number / Verwysingsnommer: 5/1/1/1

Meeting date / Vergadering datum: 26 November 2025

Report by / Verslag deur: Manager: Financial Statements, Budget & Financial Reporting - R.R Erasmus

RESOLUTION / BESLUIT

That the Executive Mayoral Committee note the capital spending for 31 October 2025.

Proposer Cllr BD Smith, seconded Cllr B van Noordwyk

7.2.3 REPAIRS & MAINTENANCE SPENDING UP TO 31 OCTOBER 2025

File number / Verwysingsnommer: 5/1/1/1

Meeting date / Vergadering datum: 26 November 2025

Report by / Verslag deur: Manager: Financial Statements, Budget & Financial Reporting - R.R Erasmus

RESOLUTION / BESLUIT

That the Executive Mayoral Committee note the spending on Repairs and Maintenance up to 31 October 2025.

Proposer Cllr BD Smith, seconded Cllr HJ Saayman

7.2.4 REPORT ON THE MANAGEMENT OF CONTRACTS OR AGREEMENTS AND THE PERFORMANCE OF THE CONTRACTOR FOR THE MONTH OF OCTOBER 2025

File number / Verwysingsnommer: 8/B

Meeting date / Vergadering datum: 26 November 2025

Report by / Verslag deur: Manager: Supply Chain Management, Assets & Insurance: Mr. R.A Bent

RESOLUTION / BESLUIT

1. That the Executive Mayoral Committee take note of the management of contracts or agreements and the performance of contractors for the month of October 2025.
2. That the Executive Mayoral Committee take note of the current active contracts and their expiration dates and the status of the new procurement as of October 2025.

Proposer Cllr BD Smith, seconded Cllr GL Boezak

7.2.5 THE IMPLEMENTATION OF THE PROCUREMENT PLAN AS AT 31 OCTOBER 2025

File number / Verwysingsnommer: 8B

Meeting date / Vergadering datum: 26 November 2025

Report by / Verslag deur: Manager: Supply Chain Management, Assets and Insurance – Mr. R Bent

RESOLUTION / BESLUIT

1. That the Executive Mayoral Committee take note of the implementation of the procurement plan for the 2025/2026-financial year and implementation thereof as of 31 October 2025.
2. That the Executive Mayoral Committee take note that there is a 3.28% deviation from the plan as at 31 October 2025.

Proposer Cllr BD Smith, seconded Cllr B van Noordwyk

7.2.6 REQUEST FOR APPROVAL TO APPLY FOR MUNICIPAL TARIFF ELECTRICITY INCREASE FOR THE 2026/27 FINANCIAL YEAR

File number / Verwysingsnommer: 5/11/1 16/2/R

Meeting date / Vergadering datum: 26 November 2025

Report by / Verslag deur: Director: Financial Services (CFO) – Mr. GJ Goliath

RESOLUTION / BESLUIT

1. That the Committee note that the municipality will submit a 2026/27 Financial Year Electricity Tariff Application to NERSA by 12 December 2025 of between 8.76% and 9% subject to the Cost of Supply study results.
2. That the Committee note the public consultation will commence with the finalisation of the Cost of Supply study publication and the results will be submitted to NERSA once finalised.
3. That the item be referred to Council for approval.

Proposer Cllr BD Smith, seconded Cllr HJ Saayman

7.3 TEGNIESE DIENSTE

7.3.1 AANPASSING VAN WATERBEPERKINGS VIR DIE HESSEQUA MUNISIPALE STREEK

File number / Verwysingsnommer: 16/1/6/9

Meeting date / Vergadering datum: 26 November 2025

Report by / Verslag deur: Direkteur: Tegniese Dienste – Mnr R Manho

RESOLUTION / BESLUIT

1. Dat die Uitvoerende Burgemeesterskomitee die instel van die voorgestelde waterbeperkings vir die hele Hessequa munisipale streek, goedkeur:

1. VLAK 4 Water Beperkings: Witsand

1.1 Water mag aangewend word slegs vir menslike gebruik.

1.2 Die natmaak van tuine word verbied.

1.3 Afspuit van verharde oppervlaktes word verbied.

1.4 Was van voertuie, karavane en bote word verbied.

1.5 Indien ander bronne soos reënwater tenks of boorgate gebruik word, moet dit op ‘n sigbare wyse aangedui word.

1.6 Ouetehuise, kwekerye en karwas besighede is uitgesluit van hierdie beperking.

1.7 Die lewering van munisipale dienste, wat sportfasiliteite en munisipale bates insluit, is uitgesluit by bogenoemde beperkings en sal op ‘n ad hoc basis bestuur word deur Administrasie.

1.8 Dit vervang vorige beperkings en is geldig vir Witsand.

2. VLAK 3 Water Beperkings: Albertinia, Heidelberg, Slangrivier en Jongensfontein

2.1 Tuine mag net een keer per week tussen 17h00 en 18h00 natgemaak word waarvan die ewe straatnommers op Dinsdae en die onewe straatnommers op Donderdae natgemaak mag word. Hierdie bepaling vervang alle vorige vergunnings vir die natmaak op ander tye.

2.2 Tuinslange onder toesig, emmers, gieters en outomatiese besproeiingstelsels vir die natmaak van tuine, mag gebruik word op voorwaarde dat dit binne die toegelate tydgleuf gebeur.

2.3 Indien ander bronne soos reënwater tenks of boorgate gebruik word, moet dit op ‘n sigbare wyse aangedui word.

2.4 Ouetehuise, kwekerye en karwas besighede word uitgesluit van hierdie beperking.

2.5 Die lewering van munisipale dienste, wat sportfasiliteite en munisipale bates insluit, is uitgesluit by bogenoemde beperkings en sal op ad-hoc basis bestuur word deur Administrasie.

2.6 Hierdie vervang vorige beperkings en is geldig vir Albertinia, Heidelberg, Slangrivier en Jongensfontein.

2.7 Die situasie in bogenoemde dorpe sal gemonitor word en strenger beperkings sal ingestel word indien die toestand van waterbronne versleg.

3. VLAK 2 Water Beperkings: Gouritsmond, Stilbaai, Melkhoutfontein en Riversdal

3.1 Tuine mag net twee keer per week natgemaak word, waarvan die ewe straatnommers op Maandae en Donderdae en die onewe straatnommers op Dinsdae en Vrydae natgemaak mag word tussen 17h00 en 18h00. Hierdie bepaling vervang alle vorige vergunnings vir die natmaak op ander tye.

3.2 Tuinslange onder toesig, emmers, gieters en outomatiese besproeiingstelsels vir die natmaak van tuine, mag gebruik word op voorwaarde dat dit binne die toegelate tydgleuf gebeur.

3.3 Afspuit van verharde oppervlaktes word verbied.

3.4 Was van voertuie, karavane en bote mag slegs deur middel van ‘n emmer gedoen word.

3.5 Indien ander bronne soos reënwater tenks of boorgate gebruik word, moet dit op ‘n sigbare wyse aangedui word.

3.6 Ouetehuise, kwekerye en karwas besighede is uitgesluit van hierdie beperking.

3.7 Die lewering van munisipale dienste, wat sportfasiliteite en munisipale bates insluit, is uitgesluit by bogenoemde beperkings en sal op ‘n ad hoc basis bestuur word deur Administrasie.

3.8 Dit vervang vorige beperkings en is geldig vir Gouritsmond, Stilbaai, Melkhoutfontein en Riversdal.

3.9 Die situasie in die verskeie dorpe sal gemonitor word en strenger beperkings sal ingestel word indien die toestand van waterbronne versleg.

3.10 Dat skriftelike versoeke vir die afspuit van huise se dakke met ‘n hoëdruk spuit, goedgekeur word, maar sou die vlak van die Korentepoortdam (Riversdal) tot 50% en laer daal, geen versoeke verder goedgekeur word nie [hierdie is slegs van toepassing op Riversdal].

2. Dat die situasie in die verskeie dorpe gemonitor sal word en strenger beperkings sal ingestel word indien die toestand van waterbronne versleg.

3. Dat Wetstoepassing die situasie in die dorpe sal monitor en streng optree teen oortreders.

Voorstel Rdl B van Noordwyk, sekondant Rdl BD Smith

7.4 ONTWIKKELINGSBEPLANNING

7.4.1 SECTION 79 APPEAL: STEPHAN SPAMER (OWNER OF ERF 254, STILBAAI WEST) AGAINST THE HESSEQUA MUNICIPALITY DECISION ON ERF 253, STILBAAI WEST

File number / Verwysingsnommer: 15/4/2/9

Meeting date / Vergadering datum: 26 November 2025

Report by / Verslag deur: WJA van Brakel – Town Planner

RESOLUTION / BESLUIT

That the item be referred back for an on-site inspection.

Proposer Cllr HJ Saayman, seconded Cllr B van Noordwyk

7.4.2 THE ESTABLISHMENT OF A CYCLING PUMP TRACK IN RIVERSDALE

File number / Verwysingsnommer: 10/9/4

Meeting date / Vergadering datum: 26 November 2025

Report by / Verslag deur: Senior Tourism and Development Officer – Mr. R Malan

RESOLUTION / BESLUIT

1. That the Executive Mayoral Committee take note of the content of the report.
2. That the Executive Mayoral Committee consider and support the establishment of a Cycling Pump Track in Riversdale, at RE/2180.
3. That a public participation process be followed before establishing the infrastructure, consisting of public notices and informing the Ward Councillors for Ward 6, Ward 7 and Ward 8 of the project and concept design.

Proposer Cllr HJ Saayman, seconded Cllr B van Noordwyk

7.5 GEMEENSKAPSDIENSTE

7.5.1 GOEDKEURING VIR DIE SKEP VAN ADDISIONELE SMOUS STAANPLEKKE IN HOOFSTRAAT, RIVERSDAL

File number / Verwysingsnommer: 17/17/R

Meeting date / Vergadering datum: 26 November 2025

Report by / Verslag deur: Direkteur: Gemeenskapsdienste - Deon Lewis-Michaels

RESOLUTION / BESLUIT

1. Dat die Uitvoerende Burgemeesterskomitee kennis neem van die verhoogde aanvraag vir addisionele staanplekke te Hoofstraat, Riversdal.
2. Dat die Uitvoerende Burgemeesterskomitee die skep van drie (3) addisionele smous staanplekke in die Hoofstraat, Riversdal oorweeg.

3. Dat die Hoof: Verkeersdienste sal toesien dat die nuut geskepte staanplekke geverf word.
4. Dat die kommentaar of bekommernis van die Tegniese Departement as deel van die goedkeuringsvoorwaardes aangespreek sal word.
5. Dat die item aan die Raad voorgelê word vir goedkeuring.

Voorstel Rdl GL Boezak, sekondant Rdl B van Noordwyk

7.5.2 IMPLEMENTATION OF FIRST HOME FINANCE (FHF) IN THE MELKHOUTFONTEIN WEST HOUSING PROJECT

File number / Verwysingsnommer: 17/5/1/2/6/2

Meeting date / Vergadering datum: 26 November 2025

Report by / Verslag deur: Housing Official – Annelize Mohammed

RESOLUTION / BESLUIT

1. That the Executive Mayoral Committee take note of the housing typologies, as well as the revised costs and initial selling prices of houses in the Affordable Housing segment (FHF) of the Melkhoutfontein Housing Project.
2. That the Executive Mayoral Committee support the waiving of the following municipal cost that could have an impact on the final price per unit:
    - Building plan deposit (currently R3 392.00) + fee cost per unit
    - Total erf costs of R86 000.45
3. That the housing department proceed with all marketing and information sessions in Melkhoutfontein for people in the income bracket R7001-R22 000.
4. That ASLA provide a detailed Rollout/Implementation Plan for the Affordable Housing as part of the Melkhoutfontein Housing project for 2026/2027 Financial year.
5. That the item be referred to the Council for final approval.

Proposer Cllr GL Boezak, seconded Cllr BD Smith

7.6 ITEMS VIR KONDONERING

7.6.1 VIR KONDONERING: AANSOEK VIR VERLENGDE DRANK HANDELSURE EN -DAE INGEVOLGE DIE HESSEQUA MUNISIPALITEIT SE VERORDENING INSAKE DRANK HANDELSURE EXCLUWIN TRADERS (PTY) LTD H/A TOPS! N2, ERF 2093 RIVERSDAL, MULDERSTRAAT 27, RIVERSDAL

File number / Verwysingsnommer: 1/3/R

Meeting date / Vergadering datum: 26 November 2025

Report by / Verslag deur: Bestuurder: Regsdienste & Administrasie – Mev S Sanders

RESOLUTION / BESLUIT

Dat die Uitvoerende Burgemeesterskomitee kennis neem van die volgende besluit, soos goedgekeur deur die Uitvoerende Burgemeester op 14 November 2025, as volg:

1. Dat die Uitvoerende Burgemeesterskomitee die aansoek van, Excluwin Traders (Pty) Ltd h/a Tops! N2, Erf 2093 Riversdal, Mulderstraat 27, Riversdal om verlengde drankhandelsure en -dae **goedkeur**, onderhewig aan die volgende voorwaardes:

    1.1 Dat die Munisipaliteit die reg voorbehou om die goedkeuring ter enige tyd terug te trek en nie aanspreeklik sal wees vir enige verliese ervaar deur die handelaar in die verband nie.

    1.2 Dat die goedkeuring geldig sal wees vir ’n periode van een jaar, vanaf die datum waarop goedkeuring verleen word, waarna dit outomaties sal verval en die aansoeker opnuut moet aansoek doen.

    1.3 Dat die goedkeuringsertifikaat, soos uitgereik deur die Munisipaliteit, pertinent op die perseel vertoon moet word.

    1.4 Dat die goedgekeurde verlengde handelsdae en -ure as volg is:

    Vir ‘n tydperk van een (1) jaar vanaf **01 Desember 2025 tot 30 November 2026.**

    Maandae – Saterdae: 09h00 – 20h00

Voorstel Rdl BD Smith, sekondant Rdl B van Noordwyk

7.6.2 VIR KONDONERING: AANSOEK VIR VERLENGDE DRANK HANDELSURE EN -DAE INGEVOLGE DIE HESSEQUA MUNISIPALITEIT SE VERORDENING INSAKE DRANKHANDELSDAE EN- URE: EXCLUWIN LIQUORS (PTY) LTD T/A TOPS RIVERSDAL, ERF 7724, 24 HOOFSTRAAT, RIVERSDAL

File number / Verwysingsnommer: 1/3/R

Meeting date / Vergadering datum: 26 November 2025

Report by / Verslag deur: Bestuurder: Regsdienste en Administrasie: Mev S Sanders

RESOLUTION / BESLUIT

Dat die Uitvoerende Burgemeesterskomitee kennis neem van die volgende besluit, soos goedgekeur deur die Uitvoerende Burgemeester op 14 November 2025, as volg:

1. Dat die Uitvoerende Burgemeesterskomitee die aansoek van, Excluwin Liquors (Pty) Ltd t/a Tops Riversdal, Erf 7724, 24 Hoofstraat, Riversdal, om verlengde drankhandelsure en -dae **goedkeur**, onderhewig aan die volgende voorwaardes:

    1.1 Dat die Munisipaliteit die reg voorbehou om die goedkeuring ter enige tyd terug te trek en nie aanspreeklik sal wees vir enige verliese ervaar deur die handelaar in die verband nie.

    1.2 Dat die goedkeuring geldig sal wees vir ’n periode van een jaar, vanaf die datum waarop goedkeuring verleen word, waarna dit outomaties sal verval en die aansoeker opnuut moet aansoek doen.

    1.3 Dat die goedkeuringsertifikaat, soos uitgereik deur die Munisipaliteit, pertinent op die perseel vertoon moet word.

1.4 Dat die goedgekeurde verlengde handelsdae en -ure as volg is:

Vir ‘n tydperk van een (1) jaar vanaf **01 Desember 2025 – 30 November 2026**

Maandae – Saterdae: 09h00 – 20h00

Voorstel Rdl BD Smith, sekondant Rdl B van Noordwyk

7.6.3 VIR KONDONERING: BYWONING VAN DIE JAARLIKSE ILGM-KONFERENSIE, 13 & 14 NOVEMBER 2025

File number / Verwysingsnommer: 4/4/3

Meeting date / Vergadering datum: 26 November 2025

Report by / Verslag deur: Kantoor van die Munisipale Bestuurder – Albert de Klerk

RESOLUTION / BESLUIT

Dat die Uitvoerende Burgemeesterskomitee kennis neem van die volgende besluit, soos goedgekeur deur die Uitvoerende Burgemeester op 18 November 2025, as volg:

1. Dat Mnr. A.S.A De Klerk die ILGM-konferensie in Mogale City op 13 & 14 November 2025 bywoon en die koste gefinansier word uit posnommer 201023051101GTPIZZWM (2025/26).
2. Dat akkommodasie koste betaal word uit posnommer 201023057601GMRCZZWM (2025/26 finansiële jaar).
3. Dat voldoen word aan die “Cost Containment Policy” soos goedgekeur op 25 Mei 2022, rakende konferensie – en akkommodasie fooie.
4. Dat Mnr Deon Lewis-Michaels sal dien as Waarnemende Munisipale Bestuurder tydens Mnr de Klerk se afwesigheid.

Voorstel Rdl BD Smith, sekondant Rdl B van Noordwyk

Die vergadering verdaag om 09:40.

…….. …….

GOEDGEKEUR DATUM

9. SAKE VIR BESPREKING

9.1 LAUNCH OF CITIZEN MOBILE APP

File number / Verwysingsnommer: 6/3/R

Meeting date / Vergadering datum: 25 February 2026

Report by / Verslag deur: Head: Public Relations & Administration: Ms D Budricks

PURPOSE OF REPORT / DOEL VAN VERSLAG

For Council to take note of the launch of the Citizen Mobile App on Monday, 02 March 2026.

BACKGROUND AND DISCUSSION / AGTERGROND EN BESPREKING

The Collab Citizen Mobile App is a platform which connects communities with their local municipality. This innovative mobile application is designed to transform and enhance service delivery to communities and encourage participation within their local municipal environment. It offers a variety of features to enhance engagement and participation.

Purpose of the App

The app is designed to foster community participation by providing a platform for citizen to engage with their local government.

Benefits for the Municipality & Citizens

By using the App, municipalities can enhance transparency, improve communication, and involve citizens in decision-making processes, it increases accountability within local government which results in better project outcomes and a more engaged and satisfied community.

Key Features & Functionalities

The App offers various features and functionalities, including real-time updates, feedback mechanisms and access to important information.

Public Service Requests:

Citizens can log, follow, comment on and review Public Service Requests.

Account Statements: (will be rolled out at a later date)

Users can link, view, share and pay their Municipal Accounts.

Newsfeeds:

Newsfeeds allows citizens to stay in touch with up-to-date municipal news.

Notifications:

Tailored notifications, which depends on the user's Interest Types, allows citizens to receive up to date information and alerts.

Contacts:

Emergency contacts in the municipal area are listed allowing users to have important numbers readily available to contact directly from their phone.

Favourites:

Users can customise their Home Page of the app, to allow for easy access to favourite sites from the available Municipal Favourite Lists.

Community Participation

Public Service Requests:

When logging a Service Request, citizens can track the progress of their Service Request and they have the option to communicate with the Municipality through a Comments section whilst the Service Request is Assigned

Ratings & Reviews:

One of the features to the Citizen App is Service Request Ratings and Reviews, where the Citizen can rate service delivery as well as provide feedback on the service provided. This allows Municipalities to receive first hand feedback on service delivery, allowing them to improve and monitor their service delivery to communities.

Account Statements (will be rolled out at a later date)

The App integrates with the Financial System of the Municipality, allowing up to date statements to be readily available to view, print or share directly from your phone.

Pay your Account:

Direct payments via different payment options like EFT, Credit Card and Debit Cards are available, allowing Citizens to settle their Municipal Accounts directly from the App.

Drive to go paperless:

This functionality also assists Municipalities with their goal of going paperless. The App offers a cost-effective option for both the Municipality and its Citizens in accessing their accounts, not even mentioning the ease of doing business with the Municipality with the direct payment option form their mobile device.

Newsfeeds

Newsfeeds allows Local Municipalities to communicate up to date articles and news with their communities.

Interact with News:

Community engagement is encouraged through this functionality where Newsfeed Items can be *(click)* **liked**, *(click)* **disliked** or *(click)* **shared**, giving communities the option to interact with information received and the Municipality in return gets feedback from the public on news published.

Notifications

The App also allows for notifications. A short and powerful way of getting important information out to communities. Things like road closures, short notice power cuts, and water interruptions are but a few which helps communities plan and be informed on what is happening in their towns and wards. Notifications are also received when an Account Statement is ready to be viewed and a Service Request has been Registered and Completed.

My Favourites

To conclude how community engagement is fostered through the App, a My Features list is available where citizens can view additional information made available by the Municipality they are subscribed to. Tenders, Ward Committees, Important Documents and Vacancies are but a few to mention which can be made available on the App. These links go directly to the Municipal Website, displaying all information under the topic listed. No additional maintenance for Municipalities, only ease of access for Citizens to an already maintained platform.

This item was tabled at the **Portfolio Committee** held on **13 February 2026** with the following recommendations:

"1. That the Committee note that the Citizen App that is linked to the municipality's external service standards will be launched on Monday, 02 March 2026.

2. That the Committee note that the "Accounts Statements" functionality will be rolled out at a later stage.

3. That the Committee note that the cost for the development and implementation of the Citizen App amounts to R 95 151 for which provision has already been made in the approved budget for 2025/26.

4. That the item be referred to Council."

EXECUTIVE MAYORAL COMMITTEE

The item is tabled at the **Executive Mayoral Committee** meeting of **25 February 2026** and feedback will be given at the Council meeting on the same day.

COMMENTS: MUNICIPAL MANAGER / KOMMENTAAR: MUNISIPALE BESTUURDER

The recommendations are supported.

COMMENTS: DIRECTOR CORPORATE MANAGEMENT / KOMMENTAAR: DIREKTEUR KORPORATIEWE BESTUUR

The recommendations are supported.

COMMENTS: DIRECTOR FINANCIAL SERVICES / KOMMENTAAR: DIREKTEUR FINANSIËLE DIENSTE

COMMENTS: DIRECTOR DEVELOPMENT PLANNING / KOMMENTAAR: DIREKTEUR ONTWIKKELINGSBEPLANNING

COMMENTS: DIRECTOR TECHNICAL SERVICES / KOMMENTAAR: DIREKTEUR TEGNIESE DIENSTE

COMMENTS: DIRECTOR COMMUNITY SERVICES / KOMMENTAAR: DIREKTEUR GEMEENSKAPSDIENSTE

The content of the report is noted and the recommendations are supported.

COMMENTS: MANAGER LEGAL SERVICES / KOMMENTAAR: BESTUURDER REGSDIENSTE

COMMENTS: OTHER / KOMMENTAAR: ANDER

Manager: Strategic Services: Louw de Villiers

The content of the report is noted, and the recommendations are supported and welcomed as the Citizen App will provide a platform for further development and integration into a more modern mechanism of engaging with communities and residents

RECOMMENDATION / AANBEVELING

1. That Council note that the Citizen App that is linked to the municipality's external service standards will be launched on Monday, 02 March 2026.
2. That Council note that the "Accounts Statements" functionality will be rolled out at a later stage.
3. That Council note that the cost for the development and implementation of the Citizen App amounts to R 95 151 for which provision has already been made in the approved budget for 2025/26.

AGENDA ITEM APPROVED BY / AGENDA ITEM GOEDGEKEUR DEUR:

Director: Corporate Management – Ms M Griesel

ATTACHMENTS / STAWENDE DOKUMENTE

Project plan with timeframes

Project Plan: Launch of Citizen App

Introduction

Purpose of the App

The app is designed to foster community participation by providing a platform for citizen to engage with their local government.

Benefits for the Municipality & Citizens

By using the App, municipalities can enhance transparency, improve communication, and involve citizens in decision-making processes, it increases accountability within local government which results in better project outcomes and a more engaged and satisfied community.

Key Features & Functionalities

The App offers various features and functionalities, including real-time updates, feedback mechanisms and access to important information.

Public Service Requests:

Citizens can log, follow, comment on and review Public Service Requests.

Account Statements: (will be rolled out at a later date)

Users can link, view, share and pay their Municipal Accounts.

Newsfeeds:

Newsfeeds allows citizens to stay in touch with up-to-date municipal news.

Notifications:

Tailored notifications, which depends on the user's Interest Types, allows citizens to receive up to date information and alerts.

Contacts:

Emergency contacts in the municipal area are listed allowing users to have important numbers readily available to contact directly from their phone.

Favourites:

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Community Participation

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Ratings & Reviews:

One of the features to the Citizen App is Service Request Ratings and Reviews, where the Citizen can rate service delivery as well as provide feedback on the service provided. This allows Municipalities to receive first hand feedback on service delivery, allowing them to improve and monitor their service delivery to communities.

Account Statements (will be rolled out at a later date)

The App integrates with the Financial System of the Municipality, allowing up to date statements to be readily available to view, print or share directly from your phone.

Pay your Account:

Direct payments via different payment options like EFT, Credit Card and Debit Cards are available, allowing Citizens to settle their Municipal Accounts directly from the App.

Drive to go paperless:

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Newsfeeds allows Local Municipalities to communicate up to date articles and news with their communities.

Interact with News:

Community engagement is encouraged through this functionality where Newsfeed Items can be *(click)* **liked**, *(click)* **disliked** or *(click)* **shared**, giving communities the option to interact with information received and the Municipality in return gets feedback from the public on news published.

Timeline

Task	Description	Deadline
Launch e-mail	ICT to create an email address for the Citizen App	26 January 2026
Launch video	Arrange with website service provider to upload the launch video on the website	28 January 2026
Training	Request BE to provide dates for training sessions	28 January 2026
Training	Identify staff that must receive training	06 February 2026
Portfolio Committee	Submit item to the Portfolio Committee	13 February 2026

Training	Schedule Teams meetings with BE and staff for training	18 February 2026
Mayco and Council	Submit item to Mayco and Council	25 February 2026
Launch App	Circulate to staff YouTube Press Release Website WhatsApp Facebook Eden FM	02 March 2026

9.2 AMENDED SERVICE DELIVERY AND BUDGET IMPLEMENTATION PLAN (SDBIP) 2025/2026

File number / Verwysingsnommer: 4/7/3

Meeting date / Vergadering datum: 25 February 2026

Report by / Verslag deur: SDBIP/PMS Administrator – Ms L Marais

PURPOSE OF REPORT / DOEL VAN VERSLAG

To inform Council of the amended 2025/2026 SDBIP as required by legislation.

BACKGROUND AND DISCUSSION / AGTERGROND EN BESPREKING

The SDBIP is a key management, implementation and monitoring tool, which provides operational content to the end-of-year service delivery targets set in the budget and the Integrated Development Plan (IDP). It determines the performance agreements for the Municipal Manager and all top managers, and institutional performance can be monitored through Section 71 monthly reports and evaluated through the Section 72 mid-year report and the annual report process.

Section 1 of the Municipal Financial Management Act (MFMA) defines the SDBIP as:

"a detailed plan approved by the mayor of a municipality in terms of section 53(1)(c)(ii) for implementing the municipality's delivery of services and the execution of its annual budget and which must include (as part of the top layer) the following:

(a) projections for each month of-

(i) revenue to be collected, by source; and

(ii) operational and capital expenditure by vote;

(b) service delivery targets and performance indicators for each quarter."

The Section 72 report was submitted to **Council** with the following resolution taken on ***23 January 2026***:

"6.2 MID-YEAR BUDGET AND PERFORMANCE ASSESSMENT 2025/2026 – SECTION 72 REPORT

File number / Verwysingsnommer: 4/7/3

Meeting date / Vergadering datum: 23 January 2026

Report by / Verslag deur: Manager: Strategic Services – L de Villiers

RESOLUTION / BESLUIT

1. *That Council take note of the Mid-Year Budget and Performance Report for 2025/2026 (Section 72 report) as was presented to the Executive Mayor.*
2. *That an adjustment budget be tabled to Council by the end of February 2026, based on the findings of the Mid-Year Budget and Performance report.*
3. *That recommendations on revision of the Service Delivery and Budget Implementation Plan (SDBIP) be presented to Council with the adjustment budget.*

Proposer Cllr BD Smith, seconded Cllr J Hoogbaard

The proposal was adopted unanimously as a resolution."

Section 28 (5) (d) of the MFMA (Municipal Adjustment Budgets) states that when an adjustment budget is tabled, it must be accompanied by (d) *any other supporting documentation that may be prescribed*. Thus, the SDBIP needs to be amended and approved by Council.

Summary of Changes in the Amended 2025/2026 SDBIP

Ref	KPI	Unit of Measurement	Q1	Q2	Q3	Q4	2025/2026 Target	Changes made to KPI
			Target	Target	Target	Target		
Office of the Municipal Manager								
TL3	The % of registered indigent account holders (poor households) with access to free basic services	Number of registered indigent households with access to free basic services	4071	4071	4071	4071	4071	KPI, Unit of Measure and Measurement of indictors have been changed to actual values to percentages as agreed with Auditor General and in line with previous annual report figures
TL4	% Provision of electricity to residential properties connected to the municipal infrastructure network for both prepaid and credit electrical metering	Percentage of formal residential properties connected to the municipal electrical infrastructure network	12712	12712	12712	12712	12712	KPI, Unit of Measure and Measurement of indictors have been changed to actual values to percentages as agreed with Auditor General and in line with previous annual report figures
TL5	% Provision of refuse removal and solid waste disposal for residential account holders	Percentage of residential properties billed for refuse removal	13670	13670	13670	13670	13670	KPI, Unit of Measure and Measurement of indictors have been changed to actual values to percentages as agreed with Auditor General and in line with previous annual report figures
TL6	% Provision of sanitation/sewerage services to residential account holders	Percentage of residential properties billed for sanitation/sewerage services	13493	13493	13493	13493	13493	KPI, Unit of Measure and Measurement of indictors have been changed to actual values to percentages as agreed with Auditor General and in line with previous annual report figures

Ref	KPI	Unit of Measurement	Q1	Q2	Q3	Q4	2025/2026 Target	Changes made to KPI
			Target	Target	Target	Target		
TL7	% Provision of water to residential properties connected to the municipal infrastructure network for both prepaid and credit metering	Percentage of formal residential properties connected to the municipal water network	12874	12874	12874	128745	12874	KPI, Unit of Measure and Measurement of indictors have been changed to actual values to percentages as agreed with Auditor General and in line with previous annual report figures
TL8	Development & Submission of Annual Performance Report to AGSA by end August	Submission of documentation in time	1	-	-	-	**1**	Target for Q1 should be 1 and not 90 as incorrectly indicated on the SDBIP
TL 9	Submission of Final IDP submitted to Council by May annually	Final IDP submitted to Council by May annually	-	-	-	1	**1**	Target amended from Q3 to Q4 to be line with KPI description
			Corporate Services					
TL12	Maintain an average vacancy rate of less than 10% of budgeted staff establishment	Average % vacancy rate less than 10% reported Quarterly to Portfolio committee	10%	10%	10%	10%	**10%**	Q2 target corrected from 0% to 10% to be inline with other quarters
TL15	Develop a central electronic platform where members of the public can submit/register complaints and service requests as well as receive newsfeed, notifications and municipal accounts.	Development of Central Electronic Platform.	-	-	-	1	**1**	Correction of spelling error "Central"
			Community Services					
TL39	Monthly collection value of Traffic fines.	Achieve monthly collection rate of R1 000 000.	3000000	3000000	3000000	3000000	12000000	Change Unit of Measure and target to R 1 000 000 a month to reflect a more accurate monetary value
TL40	The successful obtaining of one (1) prohibitory interdict / declaratory order on all the pieces of vacant land earmarked for future housing projects against illegal occupation .	Interim / Final Court Orders	-	-	-	-	-	It is not possible to give effect to this KPI as it is not feasible. The targets are therefore changed to "none"
			Technical Services					
TL49	Submit stormwater masterplan for Stilbaai	Appointment consultant	-	--		1	1	This spending for this KPI is a multiyear project. The unit of measure is therefore changed to "Appointment of consultant".
TL56	Water demand and conservation study in Riversdale	Progress report to Portfolio Committee				1	1	This is multiyear project and the unit of measure is therefore changed to "progress report to Portfolio Committee"

EXECUTIVE MAYORAL COMMITTEE

The item is tabled at the **Executive Mayoral Committee** meeting of **25 February 2026** and feedback will be given at the Council meeting on the same day.

COMMENTS: MUNICIPAL MANAGER / KOMMENTAAR: MUNISIPALE BESTUURDER

Recommendations are supported.

COMMENTS: DIRECTOR CORPORATE MANAGEMENT / KOMMENTAAR: DIREKTEUR KORPORATIEWE BESTUUR

Noted.

COMMENTS: DIRECTOR FINANCIAL SERVICES / KOMMENTAAR: DIREKTEUR FINANSIËLE DIENSTE

The content of the report is noted and the recommendations are supported.

COMMENTS: DIRECTOR DEVELOPMENT PLANNING / KOMMENTAAR: DIREKTEUR ONTWIKKELINGSBEPLANNING

COMMENTS: DIRECTOR TECHNICAL SERVICES / KOMMENTAAR: DIREKTEUR TEGNIESE DIENSTE

The content of the report is noted.

COMMENTS: DIRECTOR COMMUNITY SERVICES / KOMMENTAAR: DIREKTEUR GEMEENSKAPSDIENSTE

The content of the report is noted.

COMMENTS: MANAGER LEGAL SERVICES / KOMMENTAAR: BESTUURDER REGSDIENSTE

COMMENTS: MANAGER STRATEGIC SERVICES / KOMMENTAAR: BESTUURDER STRATEGIESE DIENSTE

Recommendations to targets, as identified during the mid-year evaluation, have been considered and changes have been included in the amended SDBIP. The recommendations are supported.

COMMENTS: OTHER / KOMMENTAAR: ANDER

RECOMMENDATION / AANBEVELING

1. That Council approve the amended 2025/2026 Service Delivery and Budget Implementation Plan (SDBIP).

2. That the amended Service Delivery and Budget Implementation Plan (SDBIP) and the amended Performance Agreements of the Municipal Manager and Directors, be made public in terms of Section 53(2)(a) and (b) of the MFMA.

AGENDA ITEM APPROVED BY / AGENDA ITEM GOEDGEKEUR DEUR:

Municipal Manager – Mr ASA de Klerk

ATTACHMENTS / STAWENDE DOKUMENTE

Amended 2025/2026 Service Delivery and Budget Implementation Plan.

HESSEQUA MUNICIPALITY

SDBIP 2025/2026

Amended February 2026

AMENDED TOP LEVEL SERVICE DELIVERY BUDGET IMPLEMENTATION PLAN

The Municipal Finance Management Act, No 56 of 2006 (MFMA) requires that municipalities must prepare a Service Delivery and Budget Implementation Plan (SDBIP) as a strategic financial management tool to ensure that budgetary decisions that are adopted by municipalities for the financial year are aligned with their Integrated Development Plan Strategy

The amended Top Layer Service Delivery Budget Implementation Plan, indicating how the budget and the Strategic Objectives of the Council will be implemented, is herewith submitted in terms of Section 54(1)(c) of the Municipal Finance Management Act (MFMA) MFMA Circular No.13 and the Budgeting and Reporting Regulation for the necessary approval.

....19/2/2024.....

Mr ASA de Klerk DATE

Municipal Manager

Approved by Council on .....

Table of Contents

1. INTRODUCTION 2
2. LEGAL REFERENCE 2
3. PERFORMANCE INDICATORS: TOP LEVEL 2025/2026 3
4. ANNEXURE 1: MONTHLY PROJECTIONS OF REVENUE TO BE COLLECTED FOR EACH SOURCE (SB14) 13
5. ANNEXURE 2: MONTHLY PROJECTIONS OF EXPENDITURE (OPERATING AND CAPITAL AND REVENUE FOR EACH VOTE(SB12,16,17) 14
6. ANNEXURE 3: CAPITAL EXPENDITURE 2025/2026 17
7. ANNEXURE 4: CIRCULAR 88 INDICATORS 55

1. INTRODUCTION

The purpose of the Service Delivery and Budget Implementation Plan (SDBIP) is to assist municipal management to achieve service delivery targets, as well as spending the capital budget within the given time frames

2. LEGAL REFERENCE

EXTRACT: MUNICIPAL FINANCE MANAGEMENT ACT NO. 56 OF 2003 (MFMA)

Definition:

"Service Delivery and Budget Implementation Plan" means a detailed plan approved by the Mayor of a Municipality in terms of Section 53(1)(c)(ii) of the Municipal Finance Management Act (MFMA) for implementing the municipality's delivery of municipal services and its annual implementing the municipality's delivery of municipal services and which must indicate the following –

(a) projections for each month of-

(i) revenue to be collected, by source;

(ii) operational and capital expenditure, by vote;

(b) service delivery targets and performance indicators for each quarter; and

(c) any other matters that may be prescribed, and include any revisions of such plan by the Mayor in terms of Section 54(1)(c) of the MFMA.

3. PERFORMANCE INDICATORS: TOP LEVEL 2025/2026

No.	Directorate	National KPA	Municipal KPA	KPI	Unit of Measurement	Ward	Value	2024/2025 Target	Q1	Q2	Q3	Q4	2025/2026 Target	2026/2027	2027/2028	2028/2029
1	Office of the Municipal Manager	Good Governance and Public Participation	Affordable and Quality Service Delivery	90% Expenditure of the Approved Capital Budget for the Municipality by end of financial year	% of budget spent	All	%	90	5	15	40	90	90	90	90	90
2	Office of the Municipal Manager	Basic Service Delivery	Affordable and Quality Service Delivery	90% Expenditure of the Approved Operational Budget for the Municipality by end of financial year	% of budget spent	All	%	90	5	30	60	90	90	90	90	90
3	Office of the Municipal Manager	Basic Service Delivery	Affordable and Quality Service Delivery	The % of registered indigent account holders (poor households) with access to free basic services	Number of registered indigent households with access to free basic services	All	#	5 026	4071	4071	4071	4071	4071	4071	4071	4071
4	Office of the Municipal Manager	Basic Service Delivery	Affordable and Quality Service Delivery	% Provision of electricity to residential properties connected to the municipal infrastructure network for both prepaid and credit electrical metering	Percentage of formal residential properties connected to the municipal electrical infrastructure network	All	#	14 135	12712	12712	12712	12712	12712	12712	12712	12712
5	Office of the Municipal Manager	Basic Service Delivery	Affordable and Quality Service Delivery	% Provision of refuse removal and solid waste disposal for residential account holders	Percentage of residential properties billed for refuse removal	All	#	15 202	13670	13670	13670	13670	13670	13670	13670	13670
6	Office of the Municipal Manager	Basic Service Delivery	Affordable and Quality Service Delivery	% Provision of sanitation/sewerage services to residential account holders	Percentage of residential properties billed for sanitation/sewerage services	All	#	13 886	13493	13493	13493	13493	13493	13493	13493	13493

No.	Directorate	National KPA	Municipal KPA	KPI	Unit of Measurement	Ward	Value	2024/2025 Target	Q1	Q2	Q3	Q4	2025/2026 Target	2026/2027	2027/2028	2028/2029
7	Office of the Municipal Manager	Basic Service Delivery	Affordable and Quality Service Delivery	% Provision of water to residential properties connected to the municipal infrastructure network for both prepaid and credit metering	Percentage of formal residential properties connected to the municipal water network	All	#	13 984	12874	12874	12874	12874	12874	12874	12874	12874
8	Office of the Municipal Manager	Basic Service Delivery	Good Governance and Performance Driven Organisation	Development & Submission of Annual Performance Report to AGSA by end August	Submission of documentation in time	All	#	1	1	-	-	-	1	1	1	1
9	Office of the Municipal Manager	Good Governance and Public Participation	Good Governance and Performance Driven Organisation	Submission of Final IDP submitted to Council by May annually	Final IDP submitted to Council by May annually	All	#	1	-	-	-	1	1	1	1	1
10	Office of the Municipal Manager	Good Governance and Public Participation	Good Governance and Performance Driven Organisation	Report quarterly on the implementation of Internal Audit Reports to the Audit committee	Number of reports submitted	All	#	4	1	1	1	1	4	4	4	4
11	Corporate Management	Municipal Financial Viability and Management	Good Governance and Performance Driven Organisation	The number of employees appointed to positions that are in line with the Employment Equity Plan targets.	% of appointments that are in line with the approved Employment Equity Plan targets	All	%	50	-	-	-	50	50	50	50	50

No.	Directorate	National KPA	Municipal KPA	KPI	Unit of Measurement	Ward	Value	2024/2025 Target	Q1	Q2	Q3	Q4	2025/2026 Target	2026/2027	2027/2028	2028/2029
12	Corporate Management	Municipal Financial Viability and Management	Good Governance and Performance Driven Organisation	Maintain an average vacancy rate of less than 10% of budgeted staff establishment	Average % vacancy rate less than 10% reported Quarterly to Portfolio committee	All	%	10	10	0	10	10	10	10	10	10
13	Corporate Management	Municipal Financial Viability and Management	Good Governance and Performance Driven Organisation	Implement the Workplace Skills Plan annually (Actual training obtained by staff divided by staff identified for training)	% of personnel identified for training that completed training annually	All	%	75	-	-	-	75	75	75	75	75
14	Corporate Management	Municipal Financial Viability and Management	Good Governance and Performance Driven Organisation	Develop ICT Policy Compliance Framework.	Approved ICT compliance framework.	All	#	New	-	1	-	-	1	1	1	1
15	Corporate Management	Municipal Transformation and Institutional Development	Good Governance and Performance Driven Organisation	Develop a central electronic platform where members of the public can submit/register complaints and service requests as well as receive newsfeed, notifications and municipal accounts.	Development of Central Electronic Platform.	All	#	New				1	1	1	1	1
16	Corporate Management	Municipal Financial Viability and Management	Good Governance and Performance Driven Organisation	90% Spending of Municipal Replacement fund (Grant) and Community Library Services Grant by end of June of the financial year	Percentage of Grant spent	All	%	90	-	-	-	90	90	90	90	90

No.	Directorate	National KPA	Municipal KPA	KPI	Unit of Measurement	Ward	Value	2024/2025 Target	Q1	Q2	Q3	Q4	2025/2026 Target	2026/2027	2027/2028	2028/2029
17	Corporate Management	Municipal Financial Viability and Management	Good Governance and Performance Driven Organisation	Review of the insured values of municipal buildings	Insurance values reviewed	All	#	New	-	-	-	1	1	-	-	-
18	Corporate Management	Municipal Financial Viability and Management	Safe Communities and Environment	90% Expenditure of Approved budget for maintenance of Municipal camp sites by end of Financial year	% Budget Spent	All	%	90	15	40	60	90	90	90	90	90
19	Corporate Management	Municipal Transformation and Institutional Development	Good Governance and Performance Driven Organisation	Compile a Marketing Strategy for the camps to increase the occupation rate and revenue, especially during the off season period	Marketing Strategy submitted to Portfolio Committee	All	#	New	-	1	-	-	1	-	-	-
20	Financial Services	Municipal Financial Viability and Management	Sustainable Financial Management	Complete the Annual Financial Statement and submit to the Auditor General by 31 August annually	Statements submitted	All	#	1	1	-	-	-	1	1	1	1
21	Financial Services	Municipal Financial Viability and Management	Sustainable Financial Management	Report Bi-annually on the progress made on the Audit Outcomes report	Number of reports submitted to the Mayoral Committee	All	#	2	-	-	1	1	2	2	2	2
22	Financial Services	Municipal Financial Viability and Management	Sustainable Financial Management	Submit a liquidity report of the Municipality to the Mayoral Portfolio Committee annually	Number of reports submitted	All	#	1	-	-	1	-	1	1	1	1

No.	Directorate	National KPA	Municipal KPA	KPI	Unit of Measurement	Ward	Value	2024/2025 Target	Q1	Q2	Q3	Q4	2025/2026 Target	2026/2027	2027/2028	2028/2029
23	Financial Services	Municipal Financial Viability and Management	Sustainable Financial Management	Unqualified Financial Audit as reported by Auditor General	Number of Unqualified Financial Audit result	All	#	1	-	1	-	-	1	1	1	1
24	Financial Services	Municipal Financial Viability and Management	Sustainable Financial Management	Indigent affordability assessment report submitted to Portfolio Committee by February	Report submitted	All	#	1	-	-	1	-	1	1	1	1
25	Financial Services	Municipal Financial Viability and Management	Sustainable Financial Management	Complete the annual stock take to ensure that at least 80% inventory is accounted for by the end of June and report to Council by the end of August	Annual stock take completed by July and report by August on the % of stock accounted for	All	%	80	80	-	-	-	80	80	80	80
26	Financial Services	Municipal Financial Viability and Management	Sustainable Financial Management	Management of Income annual payment rate of thresholds higher than 95% for financial year	% Income thresholds higher than 95% maintained for financial year	All	#	95	-	95	-	95	95	95	95	95
27	Financial Services	Municipal Financial Viability and Management	Sustainable Financial Management	Conduct quarterly outreaches to satellite offices for internal Revenue Management / Customer Care Improvement	Number of outreaches conducted at satellite offices	All	#	New	1	1	1	1	4	4	4	4
28	Financial Services	Municipal Financial Viability and Management	Sustainable Financial Management	Conduct Outreach to external stakeholders for SCM Processes education	Number of outreaches conducted	All	#	New	-	1	-	1	2	2	2	2
29	Development Planning	Local Economic Development	Socio-Economic Development	Quarterly report on Development Trends to PC	Number of reports submitted to PC	All	#	4	1	1	1	1	4	4	4	4

No.	Directorate	National KPA	Municipal KPA	KPI	Unit of Measurement	Ward	Value	2024/2025 Target	Q1	Q2	Q3	Q4	2025/2026 Target	2026/2027	2027/2028	2028/2029
30	Development Planning	Local Economic Development	Socio-Economic Development	Stilbaai: Implementing Phase I of the Western Bypass Road	Phase 1 implemented	3,1	#	New	-	-	-	1	1	2	2	2
31	Development Planning	Local Economic Development	Socio-Economic Development	Evaluate land use applications within 120 days by the Planning Tribunal, after receipt of all relevant information and documents in terms of SPLUMA	Average number of days to process land use applications received not exceeding 120 days	All	#	120	120	120	120	120	120	120	120	120
32	Development Planning	Local Economic Development	Socio-Economic Development	Process land use applications within 14 working days	Average number of days to process land use applications received not exceeding 14 working days	All	#	14	14	14	14	14	14	14	14	14
33	Development Planning	Local Economic Development	Socio-Economic Development	Inspect illegal Building use activities and issue a notice within 10 working days after receipt of a formal, written complaint	Average number of days to issue notices not exceeding 10 working days	All	#	10	10	10	10	10	10	10	10	10
34	Development Planning	Local Economic Development	Socio-Economic Development	Finalise occupancy certification within 14 days after receipt of all applicable information	Average number of days to finalise occupancy certificates not exceeding 14 days	All	#	14	14	14	14	14	14	14	14	14
35	Development Planning	Local Economic Development	Socio-Economic Development	Operational budget spent for Environmental Management Department	% of budget spent	All	%	90				90	90			
36	Development Planning	Local Economic Development	Socio-Economic Development	Witsand: reconstruction of the Duma Jetty	Completed reconstruction of Duma Jette	4		New	-	-	-	1	1	1	1	1

No.	Directorate	National KPA	Municipal KPA	KPI	Unit of Measurement	Ward	Value	2024/2025 Target	Q1	Q2	Q3	Q4	2025/2026 Target	2026/2027	2027/2028	2028/2029
37	Development Planning	Local Economic Development	Socio-Economic Development	90% expenditure of Tourism Budget	% of expenditure spent	All	%	90	-	30	-	90	90	90	90	90
38	Community Services	Local Economic Development	Safe Communities and Environment	90% expenditure of funds allocated for Eradication of Title Deed Transfer Backlogs	% of funds spent of the budgeted amount for the eradication of Title Deeds Transfer Backlogs	All	#	90	-	5	25	90	90	90	90	90
39	Community Services	Basic Service Delivery	Safe Communities and Environment	Monthly collection value of Traffic fines.	Achieve monthly collection rate of R 1 000 000.	All	R	4500000	3000000	3000000	3000000	3000000	12000000	13000000	14000000	15000000
40	Community Services	Municipal Transformation and Institutional Development	Safe Communities and Environment	The successful obtaining of one (1) prohibitory interdict / declaratory order on all the pieces of vacant land earmarked for future housing projects against illegal occupation .	Interim / Final Court Orders	All	#	New	-	-	-	-	-	-	-	-
41	Community Services	Municipal Transformation and Institutional Development	Safe Communities and Environment	Implement Thusong Outreach Programmes for financial year	Number of programmes	All	#	9	6	4	4	6	20	20	20	20
42	Community Services	Municipal Transformation and Institutional Development	Safe Communities and Environment	% Spending of Capital funding of to be established Department of Home Affairs Service Point.	% of funding spent to establish service point	All	%	80	-	-	-	80	80	80	80	80

No.	Directorate	National KPA	Municipal KPA	KPI	Unit of Measurement	Ward	Value	2024/2025 Target	Q1	Q2	Q3	Q4	2025/2026 Target	2026/2027	2027/2028	2028/2029
43	Community Services	Basic Service Delivery	Safe Communities and Environment	90% Spending of Provincial funding for the rolling out of Affordable Housing initiatives	% of funding spent for rolling out of affordable housing initiatives	All	%	90	-	-	-	90	90	90	90	90
44	Community Services	Local Economic Development	Safe Communities and Environment	40 BNG Top Structures or housing opportunities Melkhoutfontein Project	Number of top structures or housing opportunities at Melkhoutfontein	All	#	40	-	-	-	40	40	40	40	40
45	Community Services	Local Economic Development	Safe Communities and Environment	33 Housing opportunities for qualifying beneficiaries who fall in the income bracket of between R3501 and R7000	Number of housing opportunities created	All	#	30	-	-	-	33	33	33	33	33
46	Community Services	Municipal Transformation and Institutional Development	Safe Communities and Environment	Handover of Title Deeds	Number of Title Deeds handed over	All	#	New	35	35	35	35	140	140	140	140
47	Community Services	Municipal Transformation and Institutional Development	Safe Communities and Environment	Receive a performance of not less than 80% for the formal Provincial Audits on the Licensing Agency Services	Average % achieved for the financial year	All	%	80	-	-	-	80	80	80	80	80
48	Community Services	Municipal Transformation and Institutional Development	Safe Communities and Environment	Feasibility study - Municipal Pound Services to be outsourced	Study submitted to PC		#	New	-	-	-	1	1	1	1	1

No.	Directorate	National KPA	Municipal KPA	KPI	Unit of Measurement	Ward	Value	2024/2025 Target	Q1	Q2	Q3	Q4	2025/2026 Target	2026/2027	2027/2028	2028/2029
49	Technical Services	Basic Service Delivery	Affordable and Quality Service Delivery	Submit stormwater masterplan for Stilbaai	Appointment of Consultant	1	#	New	-	-	-	1	1	1	1	1
50	Technical Services	Basic Service Delivery	Affordable and Quality Service Delivery	90% Expenditure of the approved Capital Budget of the Technical Department for Financial year	% capital budget spent	All	%	90	15	40	70	90	90	90	90	90
51	Technical Services	Basic Service Delivery	Affordable and Quality Service Delivery	90% Expenditure of the approved Operational Budget of the Technical Department for financial year	% of expenditure budget spent	All	%	90	-	40	70	90	90	90	90	90
52	Technical Services	Basic Service Delivery	Affordable and Quality Service Delivery	Compile telemetry implementation plan for Stilbaai	Telemetry implementation plan compiled	1,3	#	New	1	-	-	-	1	1	1	1
53	Technical Services	Basic Service Delivery	Affordable and Quality Service Delivery	Waste water quality maintained in line with SANS 241 waste water quality indicators	Average 80% of E.coli results to comply with the SANS 241 standards for all waste water works	All	%	60	80	80	80	80	80	80	80	80
54	Technical Services	Basic Service Delivery	Affordable and Quality Service Delivery	Water quality maintained in line with SANS 241 water quality indicators	average 90% of E.coli results to comply with the SANS 241 standards for all water works	All	%	80	90	90	90	90	90	90	90	90
55	Technical Services	Basic Service Delivery	Affordable and Quality Service Delivery	Limit water losses to less than 30% for financial year	% of water losses	All	%	30	0	0	0	30	30	30	30	30

No.	Directorate	National KPA	Municipal KPA	KPI	Unit of Measurement	Ward	Value	2024/2025 Target	Q1	Q2	Q3	Q4	2025/2026 Target		2026/2027	2027/2028	2028/2029
56	Technical Services	Basic Service Delivery	Affordable and Quality Service Delivery	Water demand and conservation study in Riversdale	Progress report submitted to Portfolio Committee	6,7,8	#	New	-	-	-	1	1		-	-	1
57	Technical Services	Basic Service Delivery	Affordable and Quality Service Delivery	90% Expenditure of Municipal Infrastructure Grant (MIG) for Financial year	% of Grant spent	All	%	90	-	-	-	90	90		90	90	90
58	Technical Services	Basic Service Delivery	Safe Communities and Environment	Tons recycle waste per year as reported by Henque Waste	Monthly Henque Waste reports	All	#	1200	375	375	375	375	1500		1600	1700	1800
59	Technical Services	Basic Service Delivery	Affordable and Quality Service Delivery	Limit electricity losses to 10% for financial year	% unaccounted electricity	All	%	10	-	-	-	10	10		10	10	10

4. ANNEXURE 1: MONTHLY PROJECTIONS OF REVENUE TO BE COLLECTED FOR EACH SOURCE (SB14)

WC042 Hessequa - Supporting Table SB14 Adjustments Budget - monthly revenue and expenditure - 17/02/2026

Description	Ref	Budget Year 2025/26													Medium Term Revenue and Expenditure Framework		
		July	August	Sept.	October	Nov	Dec	January	February	March	April	May	June	Full year budget	Budget Year 2025/26	Budget Year +1 2026/27	Budget Year +2 2027/28
R thousands		Outcome	Outcome	Outcome	Outcome	Outcome	Outcome	Outcome	Outcome	Budget	Budget	Budget	Budget		Adjusted Budget	Adjusted Budget	Adjusted Budget
Revenue By Source																	
Exchange Revenue																	
Service charges - Electricity		19,678	21,477	10,715	22,563	21,824	21,342	21,537	4,564	23,890	23,890	23,890	43,137	258,387	258,387	271,667	289,570
Service charges - Water		4,634	5,107	1,538	5,538	5,887	6,172	5,924	18	4,677	4,677	4,677	9,336	58,186	58,186	62,405	66,182
Service charges - Waste Water Management		2,869	2,922	2,946	2,949	2,958	2,868	2,994	6	2,381	2,381	2,381	4,757	32,413	32,413	34,879	36,667
Service charges - Waste Management		3,990	3,437	3,427	3,409	3,437	3,420	3,423	4	2,591	2,591	2,591	5,177	37,496	37,496	40,307	42,648
Sale of Goods and Rendering of Services		338	1,169	1,496	1,712	1,919	3,224	2,470	318	3,324	3,324	3,324			33,267	32,295	33,965
Agency services		186	304	336	324	306	252	267	216	348	348	348	480	3,716	3,716	3,932	4,168
Interest													–	–	–	–	–
Interest earned from Receivables		271	269	288	298	303	305	319	–	193	193	193	387	3,019	3,019	3,236	3,430
Interest earned from Current and Non Current Assets		819	101	408	(15,948)	92	19,741	2,589	1,055	5,649	5,649	5,649	10,243	36,046	36,046	26,425	26,375
Dividends													–	–	–	–	–
Rent on Land		–	–	–	–	–	–	–	–	–	–	–	–	–	–	–	–
Rental from Fixed Assets		984	322	326	579	378	319	285	21	287	287	287	547	4,622	4,622	4,980	5,306
Licence and permits		0	5	(5)	0	0	0	2	0	1	1	1	1	7	7	–	–
Special rating levies													–	–	–	–	–
Operational Revenue		653	469	609	2,019	372	146	65	44	1,427	1,427	1,427	2,731	11,390	11,390	2,532	2,683
Non-Exchange Revenue																	
Property rates		25,118	11,228	10,630	11,051	11,362	12,704	11,535	–	11,329	11,329	11,329	20,698	148,312	148,312	158,694	169,802
Surcharges and Taxes													–	–	–	–	–
Fines, penalties and forfeits		4,432	2,703	18,151	2,203	1,862	18,126	(900)	2,222	13,096	13,096	13,096	23,972	110,061	110,061	64,242	68,096
Licences or permits		165	172	195	203	184	238	335	152	213	213	213	269	2,552	2,552	2,700	2,862
Transfer and subsidies - Operational		28,074	323	178	406	326	22,791	603	853	5,366	5,366	5,441	10,205	79,731	79,731	74,727	77,894
Interest		58	56	59	78	70	67	67	–	91	91	91	182	911	911	1,021	1,082
Fuel Levy													–	–	–	–	–
Operational Revenue		1,531	942	938	930	890	927	929	–	1,235	1,235	1,235	2,471	13,264	13,264	14,059	14,903
Gains on disposal of Assets		5	5,405	310	340	(0)	–	530	500	1,575	1,575	1,575	2,184	14,000	14,000	8,000	8,500
Other Gains		–	–	–	–	–	–	–	–	–	–	–	–	–	–	–	–
Discontinued Operations													–	–	–	–	–
Total Revenue		**93,807**	**56,408**	**50,544**	**38,655**	**52,172**	**112,643**	**52,973**	**9,773**	**77,634**	**77,634**	**77,709**	**136,777**	**445,288**	**847,377**	**886,101**	**854,334**
Expenditure By Type																	
Employee related costs		18,649	18,592	18,888	17,788	27,486	23,116	22,218	0	24,430	24,430	24,430	49,382	269,389	269,389	281,420	295,530
Remuneration of councillors		741	(14)	1,512	781	771	771	771	–	939	939	939	1,886	10,039	10,039	10,174	10,683
Bulk purchases - electricity		21,601	18,111	11,249	15,288	11,589	18,464	19,273	4,377	19,724	19,724	19,724	35,070	214,192	214,192	223,566	237,405
Inventory consumed		1,068	4,206	3,373	4,601	4,984	3,863	4,378	374	3,764	3,764	3,764	7,260	45,620	45,620	50,990	53,652
Debt impairment		–	–	–	–	–	–	–	–	25,717	25,717	25,717	16,662	93,814	93,814	4,057	4,148
Depreciation and amortisation		–	–	–	–	–	23,199	3,908	–	4,158	4,158	4,158	12,608	52,188	52,188	56,192	59,461
Interest		–	–	–	–	–	5,960	–	–	2,863	2,863	2,863	5,726	20,309	20,309	23,515	24,824
Contracted services		1,130	3,549	5,267	3,541	6,080	4,815	4,631	429	7,718	7,718	7,718	17,427	70,026	70,026	56,030	71,269
Transfers and subsidies		183	212	80	568	273	80	215	18	190	176	190	345	2,509	2,509	2,884	2,906
Irrecoverable debts written off		1,468	(33)	981	797	1,288	1,329	406	–	986	986	966	722	9,918	9,918	59,939	63,535
Operational costs		3,106	1,943	2,036	8,696	4,685	5,318	2,044	1,087	4,582	4,582	4,582	8,537		51,179	49,228	50,896
Losses on disposal of Assets		–	–	–	–	–	870	–	–	–	–	–	(870)		–	–	–
Other Losses		–	–	–	–	–	–	–	–	–	–	–	–	–	–	–	–
Total Expenditure		**47,947**	**46,568**	**43,364**	**52,220**	**57,160**	**87,818**	**57,844**	**6,285**	**95,072**	**95,057**	**95,072**	**154,776**	**788,005**	**839,183**	**817,996**	**874,279**
Surplus/(Deficit)		**45,860**	**9,841**	**7,179**	**(13,566)**	**(4,988)**	**24,825**	**(4,870)**	**3,488**	**(17,438)**	**(17,423)**	**(17,363)**	**(17,999)**	**(342,725)**	**8,194**	**(11,895)**	**(19,946)**
Transfers and subsidies - capital (monetary allocations)		–	–	12,480	26,103	1,227	96	2,527	1,947	1,510	1,510	1,510	5,623		54,530	43,224	33,440
Transfers and subsidies - capital (in-kind - all)		–	–	–	–	–	–	–	–	128	128	128	256		639	–	–
Surplus/(Deficit) after capital transfers & contributions		**45,860**	**9,841**	**19,659**	**12,537**	**(3,761)**	**24,921**	**(2,344)**	**5,435**	**(15,800)**	**(15,786)**	**(15,725)**	**(12,121)**	**(342,725)**	**63,363**	**31,329**	**13,495**

5. ANNEXURE 2: MONTHLY PROJECTIONS OF EXPENDITURE (OPERATING AND CAPITAL AND REVENUE FOR EACH VOTE(SB12,16,17)

WC042 Hessequa - Supporting Table SB12 Adjustments Budget - monthly revenue and expenditure (municipal vote) - 17/02/2026

Description	Ref	Budget Year 2025/26												Medium Term Revenue and Expenditure Framework		
		July	August	Sept.	October	November	December	January	February	March	April	May	June	Budget Year 2025/26	Budget Year +1 2026/27	Budget Year +2 2027/28
R thousands		Outcome	Outcome	Outcome	Outcome	Outcome	Outcome	Outcome	Outcome	Adjusted Budget	Adjusted Budget	Adjusted Budget	Adjusted Budget	Adjusted Budget	Adjusted Budget	Adjusted Budget
Revenue by Vote																
Vote 01 - Office Of The Mm		17,398	1	2	0	1	0	1	–	259	259	259	518	18,699	19,232	19,031
Vote 02 - Corporate Services		254	876	1,035	1,293	1,499	2,999	2,254	943	3,702	3,702	3,702	6,445	28,704	29,353	30,860
Vote 03 - Financial Services		26,030	11,614	11,309	(4,524)	11,826	32,685	14,373	1,175	17,601	17,601	17,601	32,067	189,357	189,367	200,666
Vote 04 - Community Services		4,772	3,345	16,790	2,766	2,385	18,630	(376)	1,895	14,450	14,450	14,525	31,445	125,074	72,925	77,899
Vote 05 - Technical Services		44,556	34,478	32,688	62,441	36,992	57,991	38,775	7,052	40,316	40,316	40,316	77,663	513,586	526,869	547,073
Vote 06 - Spatial Plannign & Environmental Managem		795	6,094	1,200	2,780	697	434	473	656	2,943	2,943	2,943	5,166	27,126	11,580	12,245
Vote 07 - Health		–	–	–	–	–	–	–	–	–	–	–	–	–	–	–
Vote 08 - Planning And Development		–	–	–	–	–	–	–	–	–	–	–	–	–	–	–
Vote 09 - Environmental Protection		–	–	–	–	–	–	–	–	–	–	–	–	–	–	–
Vote 10 - Electricity		–	–	–	–	–	–	–	–	–	–	–	–	–	–	–
Vote 11 - Water Management		–	–	–	–	–	–	–	–	–	–	–	–	–	–	–
Vote 12 - Waste Water Management		–	–	–	–	–	–	–	–	–	–	–	–	–	–	–
Vote 13 - Waste Management		–	–	–	–	–	–	–	–	–	–	–	–	–	–	–
Vote 14 - Road Transport		–	–	–	–	–	–	–	–	–	–	–	–	–	–	–
Vote 15 - Other		–	–	–	–	–	–	–	–	–	–	–	–	–	–	–
Total Revenue by Vote		**93,807**	**56,408**	**63,023**	**64,757**	**53,399**	**112,739**	**55,500**	**11,720**	**79,271**	**79,271**	**79,346**	**153,303**	**902,546**	**849,325**	**887,774**
Expenditure by Vote																
Vote 01 - Office Of The Mm		2,346	1,359	3,089	5,481	2,997	2,808	3,141	167	4,836	4,822	4,836	9,556	45,437	44,554	46,515
Vote 02 - Corporate Services		5,268	3,902	3,769	4,586	5,774	6,606	4,824	292	6,776	6,776	6,776	13,825	69,173	71,902	75,158
Vote 03 - Financial Services		3,175	2,629	3,247	3,213	4,405	3,469	2,983	85	4,979	4,979	4,979	10,116	48,259	50,206	55,560
Vote 04 - Community Services		2,797	4,065	4,293	4,203	5,438	6,112	4,501	106	31,722	31,722	31,722	28,538	155,219	106,961	124,068
Vote 05 - Technical Services		33,102	33,182	27,500	33,100	36,181	67,322	40,868	5,538	44,731	44,731	44,731	88,466	499,452	519,955	549,508
Vote 06 - Spatial Plannign & Environmental Managem		1,259	1,430	1,467	1,638	2,366	1,500	1,527	98	2,028	2,028	2,028	4,275	21,644	22,417	23,470
Vote 07 - Health		–	–	–	–	–	–	–	–	–	–	–	–	–	–	–
Vote 08 - Planning And Development		–	–	–	–	–	–	–	–	–	–	–	–	–	–	–
Vote 09 - Environmental Protection		–	–	–	–	–	–	–	–	–	–	–	–	–	–	–
Vote 10 - Electricity		–	–	–	–	–	–	–	–	–	–	–	–	–	–	–
Vote 11 - Water Management		–	–	–	–	–	–	–	–	–	–	–	–	–	–	–
Vote 12 - Waste Water Management		–	–	–	–	–	–	–	–	–	–	–	–	–	–	–
Vote 13 - Waste Management		–	–	–	–	–	–	–	–	–	–	–	–	–	–	–
Vote 14 - Road Transport		–	–	–	–	–	–	–	–	–	–	–	–	–	–	–
Vote 15 - Other		–	–	–	–	–	–	–	–	–	–	–	–	–	–	–
Total Expenditure by Vote		**47,947**	**46,568**	**43,364**	**52,220**	**57,160**	**87,818**	**57,844**	**6,285**	**95,072**	**95,057**	**95,072**	**154,776**	**839,183**	**817,996**	**874,279**
Surplus/ (Deficit)		**45,860**	**9,841**	**19,659**	**12,537**	**(3,761)**	**24,921**	**(2,344)**	**5,435**	**(15,800)**	**(15,786)**	**(15,725)**	**(1,473)**	**63,363**	**31,329**	**13,495**

WC042 Hessequa - Supporting Table SB16 Adjustments Budget - monthly capital expenditure (municipal vote) - 17/02/2026

Description - Municipal Vote	Ref	Budget Year 2025/26												Medium Term Revenue and Expenditure Framework		
		July	August	Sept.	October	November	December	January	February	March	April	May	June	Budget Year 2025/26	Budget Year +1 2026/27	Budget Year +2 2027/28
R thousands		Outcome	Outcome	Outcome	Outcome	Outcome	Outcome	Outcome	Outcome	Adjusted Budget	Adjusted Budget	Adjusted Budget	Adjusted Budget	Adjusted Budget	Adjusted Budget	Adjusted Budget
Multi-year expenditure appropriation	1															
Vote 01 - Office Of The Mm		–	–	–	–	–	–	–	–	–	–	–	–	–	–	–
Vote 02 - Corporate Services		–	–	–	106	85	9	–	–	6	6	6	12	230	200	70
Vote 03 - Financial Services		–	–	–	–	–	–	–	–	–	–	–	–	–	–	–
Vote 04 - Community Services		–	–	13	125	–	44	87	156	160	160	160	165	1,072	600	458
Vote 05 - Technical Services		–	10,649	31,038	366	4,039	11,484	7,890	(629)	12,306	10,956	10,956	30,941	129,997	101,982	101,808
Vote 06 - Spatial Plannign & Environmental Management		–	–	–	48	–	–	–	–	0	0	0	0	49	1	1
Vote 07 - Health		–	–	–	–	–	–	–	–	–	–	–	–	–	–	–
Vote 08 - Planning And Development		–	–	–	–	–	–	–	–	–	–	–	–	–	–	–
Vote 09 - Environmental Protection		–	–	–	–	–	–	–	–	–	–	–	–	–	–	–
Vote 10 - Electricity		–	–	–	–	–	–	–	–	–	–	–	–	–	–	–
Vote 11 - Water Management		–	–	–	–	–	–	–	–	–	–	–	–	–	–	–
Vote 12 - Waste Water Management		–	–	–	–	–	–	–	–	–	–	–	–	–	–	–
Vote 13 - Waste Management		–	–	–	–	–	–	–	–	–	–	–	–	–	–	–
Vote 14 - Road Transport		–	–	–	–	–	–	–	–	–	–	–	–	–	–	–
Vote 15 - Other		–	–	–	–	–	–	–	–	–	–	–	–	–	–	–
Capital Multi-year expenditure sub-total	3	**–**	**10,649**	**31,051**	**645**	**4,124**	**11,538**	**7,978**	**(473)**	**12,473**	**11,123**	**11,123**	31,119	131,347	102,783	102,337
Single-year expenditure appropriation																
Vote 01 - Office Of The Mm		–	–	106	–	8	17	–	–	6	6	6	12	160	60	–
Vote 02 - Corporate Services		–	–	135	69	488	1,823	7	–	319	319	319	723	4,201	1,935	711
Vote 03 - Financial Services		–	–	257	19	11	407	–	–	10	10	10	20	746	191	308
Vote 04 - Community Services		–	22	89	–	1	152	140	–	829	829	829	1,859	4,750	4,575	5,146
Vote 05 - Technical Services		–	246	2,272	8,262	1,574	7,299	320	1,100	2,044	2,132	2,044	12,372	39,665	43,360	36,371
Vote 06 - Spatial Plannign & Environmental Management		–	–	42	4	96	27	24	29	242	242	242	560	1,508	595	838
Vote 07 - Health		–	–	–	–	–	–	–	–	–	–	–	–	–	–	–
Vote 08 - Planning And Development		–	–	–	–	–	–	–	–	–	–	–	–	–	–	–
Vote 09 - Environmental Protection		–	–	–	–	–	–	–	–	–	–	–	–	–	–	–
Vote 10 - Electricity		–	–	–	–	–	–	–	–	–	–	–	–	–	–	–
Vote 11 - Water Management		–	–	–	–	–	–	–	–	–	–	–	–	–	–	–
Vote 12 - Waste Water Management		–	–	–	–	–	–	–	–	–	–	–	–	–	–	–
Vote 13 - Waste Management		–	–	–	–	–	–	–	–	–	–	–	–	–	–	–
Vote 14 - Road Transport		–	–	–	–	–	–	–	–	–	–	–	–	–	–	–
Vote 15 - Other		–	–	–	–	–	–	–	–	–	–	–	–	–	–	–
Capital single-year expenditure sub-total	3	**–**	**269**	**2,900**	**8,354**	**2,178**	**9,726**	**491**	**1,129**	**3,450**	**3,538**	**3,450**	15,546	51,031	50,716	43,375
Total Capital Expenditure	2	**–**	**10,918**	**33,950**	**8,999**	**6,302**	**21,264**	**8,469**	**656**	**15,923**	**14,661**	**14,573**	**46,665**	**182,378**	**153,499**	**145,712**

WC042 Hessequa - Supporting Table SB17 Adjustments Budget - monthly capital expenditure (functional classification) - 17/02/2026

Description	Ref	Budget Year 2025/26												Medium Term Revenue and Expenditure Framework		
		July	August	Sept.	October	November	December	January	February	March	April	May	June	Budget Year 2025/26	Budget Year +1 2026/27	Budget Year +2 2027/28
R thousands		Outcome	Outcome	Outcome	Outcome	Outcome	Outcome	Outcome	Outcome	Budget	Budget	Budget	Budget	Adjusted Budget	Adjusted Budget	Adjusted Budget
Capital Expenditure - Functional																
Governance and administration		**–**	**38**	**437**	**199**	**867**	**2,421**	**83**	**1**	**(673)**	**(673)**	**(673)**	**6,736**	**8,764**	**2,944**	**1,638**
Executive and council		–	–	106	–	8	17	–	–	6	6	6	12	160	60	–
Finance and administration		–	38	331	199	859	2,404	83	1	(679)	(679)	(679)	6,725	8,603	2,884	1,638
Internal audit		–	–	–	–	–	–	–	–	–	–	–	–	–	–	–
Community and public safety		**–**	**22**	**362**	**299**	**117**	**513**	**264**	**193**	**2,211**	**2,211**	**2,211**	**4,431**	**12,836**	**27,926**	**16,952**
Community and social services		–	13	142	96	–	173	87	–	102	102	102	204	1,022	396	313
Sport and recreation		–	–	199	134	116	248	37	37	1,212	1,212	1,212	2,386	6,793	22,685	11,051
Public safety		–	9	21	70	–	91	140	156	451	451	451	949	2,789	3,518	3,388
Housing		–	–	–	–	1	1	–	–	446	446	446	892	2,232	1,328	2,200
Health													–	–	–	–
Economic and environmental services		**–**	**580**	**192**	**564**	**113**	**8,524**	**3,873**	**30**	**4,716**	**3,366**	**3,366**	**11,144**	**36,468**	**27,788**	**27,334**
Planning and development		–	–	22	–	–	7	2	–	88	88	88	176	471	52	–
Road transport		–	580	150	511	113	8,512	3,849	1	4,525	3,175	3,175	10,790	35,381	27,193	26,594
Environmental protection		–	–	20	52	–	6	22	29	103	103	103	177	615	543	740
Trading services		**–**	**10,277**	**32,960**	**7,936**	**5,109**	**9,790**	**4,249**	**431**	**9,618**	**9,706**	**9,618**	**24,147**	**123,841**	**94,840**	**99,688**
Energy sources		–	10,036	30,838	431	3,269	4,290	3,746	431	5,042	5,130	5,042	10,502	78,756	34,184	33,356
Water management		–	242	568	1,082	584	4,134	58	–	1,308	1,308	1,308	7,109	17,700	31,790	33,700
Waste water management		–	–	–	481	1,256	1,305	445	–	3,164	3,164	3,164	6,329	19,308	27,876	20,800
Waste management		–	–	1,554	5,943	–	61	–	–	104	104	104	208	8,077	990	11,832
Other		**–**	**–**	**–**	**–**	**96**	**15**	**–**	**–**	**51**	**51**	**51**	**207**	**470**	**1**	**99**
Total Capital Expenditure - Functional		**–**	**10,918**	**33,950**	**8,999**	**6,302**	**21,264**	**8,469**	**656**	**15,923**	**14,661**	**14,573**	**46,665**	**182,378**	**153,499**	**145,712**

6. ANNEXURE 3: CAPITAL EXPENDITURE 2025/2026

No	Vote Number	Asset Class	Project description	Ward	Ref	Fund	JUL	AUG	SEP	OCT	NOV	DES	JAN	FEB	MAR	APR	MAY	JUN	TOTAL	Budget 2025/2026	Budget 2026/2027	Budget 2027/2028
1.1	61106473520IFPJ1ZZWM	Cemeteries	Cremation walls- H/Q	W/M	W/M	CRR	0	0	0	0	0	52,131	0	0	0	0	0	0	52,131	52,131	60,000	50,000
Cemeteries Total							**0**	**0**	**0**	**0**	**0**	**52,131**	**0**	**0**	**0**	**0**	**0**	**0**	**52,131**	**52,131**	**60,000**	**50,000**
2.1	35406472420IFAYBZZ04	Community Halls	PAVING DE DUINE COMMUNITY HALL	4	W/S	CRR	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	90,000
TOTAL COMMUNITY HALLS							**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**90,000**
3.1	62106473520IFQZ3ZZ01	Other	DEVELOPMENT TUIN OP DIE B	1	S/B	CRR	0	0	0	0	0	0	0	23,000	23,000	23,000	23,000	23,000	115,000	115,000	30,000	0
3.2	65406473520IFAPTZZ04		UPGRADE ABLUTION FACILITIES - W/S M C/PA	4	W/S	CRR	0	0	0	65,000	85,000	0	0	0	0	0	0	0	150,000	150,000	0	0
3.3	81106473520IFAKSZZ13		UPGRADING OF WERNER FREHSE NATURE RESERVE	6,7,8	R/D	CRR	0	0	0	47,905	0	0	0	19	19	19	19	19	48,000	48,000	0	0
3.4	81106474020IFKN2ZZWM		Upgrade of Boat Store/Stores/Garages - Environm. - Planning - R/D	W/M	W/M	CRR	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

No	Vote Number	Asset Class	Project description	Ward	Ref	Fund	JUL	AUG	SEP	OCT	NOV	DES	JAN	FEB	MAR	APR	MAY	JUN	TOTAL	Budget 2025/2026	Budget 2026/2027	Budget 2027/2028
Other Total							**0**	**0**	**0**	**112,905**	**85,000**	**0**	**0**	**23,019**	**23,019**	**23,019**	**23,019**	**23,019**	**313,000**	**313,000**	**30,000**	**0**
4.1	62056473520IFPV1ZZWM	Parks & Gardens	UPGRADE OF PLAYPARKS - HESSEQUA	W/M	W/M	CRR	0	0	0	0	0	47,200	0	0	0	0	0	0	47,200	47,200	300,000	0
4.2	62056473520IFQZ4ZZWM		PARK BENCHES - HESSEQUA	W/M	W/M	CRR	0	0	0	0	0	0	0	10,000	10,000	10,000	10,000	10,000	50,000	50,000	0	0
Parks & Gardens Total							**0**	**0**	**0**	**0**	**0**	**47,200**	**0**	**10,000**	**10,000**	**10,000**	**10,000**	**10,000**	**97,200**	**97,200**	**300,000**	**0**
5.1	26106473520IFAYAZZWM	Recreational	UPGRADING OF TOURISM FACILITIES	W/M	W/M	CRR	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	80,000
5.2	60956473520IFAYCZZ04		FENCING GROENIE DIE DRAKIE	4	S/R	CRR	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	65,000
5.3	60356473520IFAQ2ZZ04		LIFESAVER TOWER - WITSAND	4	W/S	CRR	0	0	0	0	0	0	0	46,000	46,000	46,000	46,000	46,000	230,000	230,000	0	0
5.4	60256473520IFBCUZZ01		LIFESAVER TOWER - GOURITSMOND	1	G/M	CRR	0	0	0	0	0	0	0	0	0	0	0	0	0	0	160,000	0
5.5	60106473520IFBCVZZ01		LIFESAVER TOWER - PREEKSTOEL	1	S/B	CRR	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	180,000
5.6	60106473520IFBCWZZ03		LIFESAVER TOWER - STILBAAI WEST	3	S/B	CRR	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	180,000
5.7	60106473520IFQZ7ZZWM		Upgrading of Blue Flag facilities-H/Q	W/M	W/M	CRR	0	0	0	68,045	70,400	0	0	16,463	16,463	16,463	16,463	16,463	220,760	220,760	300,000	300,000
Recreational Total							**0**	**0**	**0**	**68,045**	**70,400**	**0**	**0**	**62,463**	**62,463**	**62,463**	**62,463**	**62,463**	**450,760**	**450,760**	**460,000**	**805,000**

No	Vote Number	Asset Class	Project description	Ward	Ref	Fund	JUL	AUG	SEP	OCT	NOV	DES	JAN	FEB	MAR	APR	MAY	JUN	TOTAL	Budget 2025/2026	Budget 2026/2027	Budget 2027/2028
6.1	60056473520IFAR9ZZ07	Sportsfield & Stadia	OUTDOOR GYMNASIUM	7	R/D	CRR	0	0	0	0	0	0	0	10,000	10,000	10,000	10,000	10,000	50,000	50,000	60,000	0
6.2	63056473520IFAKVZZWM		UPGRADING OF SPORTING FACILITIES HESSEQU	W/M	W/M	CRR	0	0	199,480	0	0	0	0	104	104	104	104	104	200,000	200,000	300,000	300,000
6.3	63106473520IFBCZZZ10		Build two squash courts in Melkhoutfontein or Still Bay next to tennis courts	1,3	S/B	CRR	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	500,000
6.4	63106473520IFQH5ZZ03		Resealing of Tennis Courts Stilbaai and Jongensfontein	3	J/F	CRR	0	0	0	0	30,600	155,000	0	2,880	2,880	2,880	2,880	2,880	200,000	200,000	0	0
6.5	60056473520MDASBZZ07		BUS SHELTER	7	R/D	Prov	0	0	0	0	0	0	0	74,000	74,000	74,000	74,000	74,000	370,000	370,000	0	0
6.6	26106472420MMBFMZZ08		CROSS COUNTRY BUMPR TRACK WRNR FREHSE N/S	8	R/D	Prov	21,009	21,009	21,009	21,009	21,009	21,009	-21,008	-21,008	-21,008	-21,008	-21,008	-21,016	0	0	0	0
6.7	26106473520MMBFCZZ03		1X LARGE PHOTO FRAME - STILL BAY	3	S/B	Prov	0	0	0	0	14,435	0	0	7,259	7,259	7,259	7,259	7,259	50,730	50,730	0	0
6.8	26106473520MMBFDZZ07		1X LARGE PHOTO FRAME RIVERSDALE	7	R/D	Prov	0	0	0	0	14,435	0	0	0	0	0	0	0	14,435	14,435	0	0
6.9	26106473520MMBFEZZ02		1X LARGE PHOTO FRAME GOURITSMOND	2	G/M	Prov	0	0	0	0	14,435	0	0	0	0	0	0	0	14,435	14,435	0	0
6.10	60106473520IFAD4ZZ03		FENCING OF TENNIS COURTS JONGENSFONTEIN	3	J/F	CRR	0	0	0	0	0	0	0	0	0	0	0	0	0	0	80,000	0
6.11	63056473520IFBCXZZ07		Resealing Tennis Court Riversdale	7	R/D	CRR	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	100,000

No	Vote Number	Asset Class	Project description	Ward	Ref	Fund	JUL	AUG	SEP	OCT	NOV	DES	JAN	FEB	MAR	APR	MAY	JUN	TOTAL	Budget 2025/2026	Budget 2026/2027	Budget 2027/2028
6.12	63106473520EDRN2ZZ04		DEVELOPMENT OF SPORTGROND	4	S/R	MIG	0	0	0	0	0	0	0	200,000	200,000	200,000	200,000	200,000	1,000,000	1,000,000	0	0
6.13	63106473520EDQH8ZZ01		UPGRADING OF SPORTSFIELDS	1	S/B	MIG	0	0	0	0	0	0	0	0	0	0	0	0	0	0	764,212	0
Sportsfields & Stadia Total							**21,009**	**21,009**	**220,489**	**21,009**	**94,914**	**176,009**	**-21,008**	**273,235**	**273,235**	**273,235**	**273,235**	**273,227**	**1,899,600**	**1,899,600**	**1,264,212**	**900,000**
7.1	64056473520IFBDAZZ02	Swimming Pools	Swimming pool Albertinia	2	A/B	CRR	0	0	0	0	0	0	31,850	933,630	933,630	933,630	933,630	933,630	4,700,000	4,700,000	3,000,000	0
7.2	64156473520IFBDBZZ06		Enlargement of De Mist Swimming Pool	6	R/D	CRR	0	0	0	0	0	0	0	0	0	0	0	0	0	0	2,000,000	2,000,000
7.3	63056473520IFQH2ZZ06		Storage Room Swimming Pool - De Mist	6	R/D	CRR	0	0	0	0	0	0	0	0	0	0	0	0	0	0	60,000	0
7.4	63056473520IFRA1ZZ06		Upgrading of ablution facilities De Mist Swimming Pool	6	R/D	CRR	0	0	0	0	0	0	0	0	0	0	0	0	0	0	100,000	0
7.5	64156473520IFAPWZZ06		SAFETY NET SWIMMING POOL - DE MIST	6	R/D	CRR	0	0	0	0	0	0	0	0	0	0	0	0	0	0	100,000	0
Swimming Pools Total							**0**	**0**	**0**	**0**	**0**	**0**	**31,850**	**933,630**	**933,630**	**933,630**	**933,630**	**933,630**	**4,700,000**	**4,700,000**	**5,260,000**	**2,000,000**
8.1	74106431020ECN23ZZWM	Infrastructure-Electricity	MEDIUM VOLTAGE NETWORK UPGRADE - LCH - H	W/M	W/M	CRR	0	0	0	0	0	0	0	0	0	0	0	0	0	0	3,000,000	3,136,000

No	Vote Number	Asset Class	Project description	Ward	Ref	Fund	JUL	AUG	SEP	OCT	NOV	DES	JAN	FEB	MAR	APR	MAY	JUN	TOTAL	Budget 2025/2026	Budget 2026/2027	Budget 2027/2028
8.2	74106433420IFAKYZZWM		RENEWABLE ENERGY PLANT - H/Q	W/M	W/M	CRR	0	0	0	0	0	0	0	0	0	0	0	0	0	0	2,500,000	0
8.3	74106433420IFASRZZ13		PV SOLAR PLANT RIVERSDALE	6,7,8	R/D	CRR	0	0	4,034,552	0	2,549,730	827,127	1,079,342	2,301,850	2,301,850	2,301,850	2,301,850	2,301,849	20,000,000	20,000,000	0	0
8.4	74106433420MFASRZZ13		PV SOLAR PLANT RIVERSDALE	6,7,8	R/D	CRR	0	10,035,885	26,700,476	0	0	263,638	0	0	0	0	0	1	37,000,000	37,000,000	0	0
8.5	74106432420BBAA7ZZ02		STASIE STREET MV AND LV - A/B	2	A/B	Loan	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1,000,000
8.6	74106432420IFAA7ZZ02		STASIE STREET MV AND LV - A/B	2	A/B	CRR	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1,000,000	0
8.7	74106433420BBAKYZZWM		RENEWABLE ENERGY PLANT - H/Q	W/M	W/M	Loan	0	0	0	244,705	0	0	0	51,059	51,059	51,059	51,059	51,059	500,000	500,000	0	2,500,000
8.8	74106432420BBAT9ZZ02		NETWORK EXTENSION AND REFURBISHMENT- A/B	2	A/B	Loan	0	0	0	0	273,526	365,015	227,541	126,783	126,783	126,783	126,783	126,784	1,500,000	1,500,000	0	2,000,000
8.9	74106432420IFAT9ZZ02		NETWORK EXTENSION AND REFURBISHMENT- A/B	2	A/B	CRR	0	0	0	0	0	0	0	0	0	0	0	0	0	0	2,000,000	0
8.10	74106432420BBATAZZ03		NETWORK EXTENSION AND REFURBISHMENT	3	J/F	CRR	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

No	Vote Number	Asset Class	Project description	Ward	Ref	Fund
8.11	74106432420BBAQ9ZZ05		NETWORK EXTENSIONS - DIEPKLOOF H/B	5	H/B	Loan
8.12	74106432420IFAQ9ZZ05		NETWORK EXTENSIONS - DIEPKLOOF H/B	5	H/B	CRR
8.13	74106432420BBN25ZZ13		RETIC BETWEEN SS KRAGSTAS	7	R/D	CRR
8.14	74106432420BBN33ZZ10		RMU AZALEA STR (IMP 5.3.21	1,3	S/B	Loan
8.15	74106430420IFF35ZZ02		MS MATOPPO (IMP 5.2.1) AB	2	A/B	CRR
8.16	74106432020BBZF5ZZWM		TELEMETRY/COMMUNICATION - HQ	W/M	W/M	Loan
8.17	74106432020IFZF5ZZWM		TELEMETRY/COMMUNICATION - HQ	W/M	W/M	CRR
8.18	74106432420BBALFZZ13		NETWORK EXTENSION AND REFURBISHMENT	6,7,8	R/D	Loan
8.19	74106432420IFALFZZ13		NETWORK EXTENSION AND REFURBISHMENT	6,7,8	R/D	CRR
8.20	74106432420BBALFZZ11		NETWORK EXTENSION AND REFURBISHMENT H/B	4,5	H/B	Loan

JUL	AUG	SEP	OCT	NOV	DES	JAN	FEB	MAR	APR	MAY	JUN	TOTAL
0	0	0	0	41,914	570,186	162,072	145,166	145,166	145,166	145,166	145,164	1,500,000
0	0	0	0	0	0	0	0	0	0	0	0	0
0	0	0	0	0	0	0	0	0	0	0	0	0
0	0	0	0	0	0	0	0	0	0	0	0	0
0	0	0	0	0	0	0	0	0	0	0	0	0
0	0	0	0	0	0	0	0	0	0	0	0	0
0	0	0	0	0	0	0	0	0	0	0	0	0
0	0	85,862	0	0	0	0	0	0	0	0	0	0
0	0	0	0	0	0	0	0	0	0	0	0	0
0	0	0	0	0	0	0	0	0	0	0	0	0
0	0	0	0	0	0	0	0	0	0	0	0	0
0	0	0	0	0	0	0	0	0	0	0	0	0

Budget 2025/2026	1,500,000	0	0	2,000,000	0	600,000	0	500,000	0	1,369,985	0	2,160,000
Budget 2026/2027	0	2,000,000	0	0	1,200,000	0	0	0	1,000,000	0	2,500,000	0
Budget 2027/2028	2,000,000	0	0	0	0	0	0	1,000,000	0	2,500,000	0	2,000,000

No	Vote Number	Asset Class	Project description	Ward	Ref	Fund	JUL	AUG	SEP	OCT	NOV	DES	JAN	FEB	MAR	APR	MAY	JUN	TOTAL	Budget 2025/2026	Budget 2026/2027	Budget 2027/2028
8.21	74106432420IFALFZZ11		NETWORK EXTENSION AND REFURBISHMENT H/B	4,5	H/B	CRR	0	0	0	0	0	0	0	0	0	0	0	0	0	0	2,000,000	0
8.22	74106432420IFALFZZ04		Network extension and refurbishment	4	W/S	CRR	0	0	0	0	0	0	0	0	0	0	0	0	0	0	2,000,000	2,500,000
8.23	74106433020IFAT8ZZ13		DC to AC 24VDC to 230VDC 3000W inverter - Elec - R/D	6,7,8	R/D	CRR	0	0	0	0	0	0	0	0	0	0	0	0	0	0	20,000	0
8.24	74106456020IFAYKZZ13		Civic Centre Inverter and Battery Pack	6,7,8	R/D	CRR	0	0	0	0	0	0	0	200,000	200,000	200,000	200,000	200,000	1,000,000	1,000,000	0	0
8.25	52106433020IFAYLZZ01		EMERGENCY ERVEN - ELECTRICITY SERVICES - Bitouville	1	G/M	CRR	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	100,000
8.26	52106433020IFAYMZZ04		EMERGENCY ERVEN - ELECTRICITY SERVICES - Vermaaklikheid	4	H/B	CRR	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	100,000
8.27	74106433420IFAYNZZ13		Fibre Network - Solar Plant	6,7,8	R/D	CRR	0	0	0	0	37,542	338,677	549,861	214,784	214,784	214,784	214,784	214,784	2,000,000	2,000,000	0	0
8.28	74106432020IFAYPZZ02		MV - VRIES ST 5DE LAAN BOKMAKIERIE ST - REPLACE ABC BUNDLE - ALB	2	A/B	CRR	0	0	0	0	33,781	577,928	89,897	-119,260	-119,260	-119,260	-119,260	-119,259	105,307	105,307	0	0
8.29	74106432420IFAYQZZ02		RMU LOERIE - ALBERTINIA	2	A/B	CRR	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1,200,000	0
8.30	74106432420IFAYRZZ02		MV OVERHEAD CONNECTION AT PMT F (RING FEED) - ALB	2	A/B	CRR	0	0	0	0	0	0	0	0	0	0	0	0	0	0	800,000	0
8.31	74106430420IFAYSZZ01		MS BITOU - GOURITSMOND	1	G/M	CRR	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1,500,000	0
8.32	74106430420IFAYTZZ01		MS INDUSTRY - GOURITSMOND	1	G/M	CRR	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1,500,000	0

No	Vote Number	Asset Class	Project description	Ward	Ref	Fund	JUL	AUG	SEP	OCT	NOV	DES	JAN	FEB	MAR	APR	MAY	JUN	TOTAL	Budget 2025/2026	Budget 2026/2027	Budget 2027/2028
8.33	74106430420IFAYUZZ13		3 Way RMU Progress Estate RD	6,7,8	R/D	CRR	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1,000,000	0
8.34	74106430420BBAYVZZ13		Refurbishment of Ladysmith Subs station switch gear 11kV RD	6,7,8	R/D	Loan	0	0	0	0	0	0	0	170,000	170,000	170,000	170,000	170,000	850,000	850,000	0	0
8.35	74106430420BBAYWZZ13		Refurbishment of Meseum substation switch gear 11kV RD	6,7,8	R/D	Loan	0	0	0	850,000	0	0	0	-170,000	-170,000	-170,000	-170,000	-170,000	0	0	0	0
8.36	74106432420IFAYXZZ13		Ring feed Aloeridge Bali 11kV RD	6,7,8	R/D	CRR	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	3,500,000
8.37	74106433020IFAYYZZ13		Upgrading of LV network MS Kerk South RD	6,7,8	R/D	CRR	0	0	0	0	0	0	0	0	0	0	0	0	0	0	900,000	0
8.38	74106433020IFAYZZZ13		Upgrading of LV Network MS Meseum RD	6,7,8	R/D	CRR	0	0	0	0	0	0	0	0	0	0	0	0	0	0	850,000	0
8.39	74106433020IFAZAZZ13		Upgrading of LV Network MS Kerk RD (Police station)	6,7,8	R/D	CRR	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	800,000
8.40	74106433020BBAZBZZ13		Upgrading of LV Network MS Cumming RD	6,7,8	R/D	Loan	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	900,000
8.41	74106433020IFAZCZZ11		Upgrading of LV line at Eksteen Street	4,5	H/B	CRR	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1,500,000	0
8.42	74106433020IFAZDZZ01		Upgrade the power line between Old Anglican Church Melkhoutfontein Substation	1	S/B	CRR	0	0	0	0	0	0	0	0	0	0	0	0	0	0	300,000	0
8.43	74106431020IFAZEZZ11		Street lights at Droeëkloof; canal from Fourie to Rainier Street;	4,5	H/B	CRR	0	0	0	0	0	24,113	45,401	45,760	45,760	45,760	45,760	45,760	298,314	298,314	0	0
8.44	74106431020IFAZFZZ10		Lighting at Lapskuit Park area	1,3	S/B	CRR	0	0	0	0	0	0	0	0	0	0	0	0	0	0	200,000	0

No	Vote Number	Asset Class	Project description	Ward	Ref	Fund	JUL	AUG	SEP	OCT	NOV	DES	JAN	FEB	MAR	APR	MAY	JUN	TOTAL	Budget 2025/2026	Budget 2026/2027	Budget 2027/2028
8.45	74106431020IFAZGZZ10		Public Lighting at Jeti	1,3	S/B	CRR	0	0	0	0	97,463	0	2,517	0	0	0	0	0	100,000	100,000	0	0
8.46	74106431020BBAZHZZWM		Flood Lights - Hessequa	W/M	W/M	Loan	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	500,000
8.47	74106431020IFAZJZZWM		Kairos High School to Diepkloof; on N2 from Riversdale to Swellendam	W/M	W/M	CRR	0	0	0	0	0	0	0	-17,600	-17,600	70,400	-17,600	-17,600	0	0	0	0
8.48	74106432420IFAZKZZ10		Main Road Reticulation - SB	1,3	S/B	CRR	0	0	0	0	0	0	0	0	0	0	0	0	0	0	2,500,000	2,500,000
8.49	74106432420IFAZLZZ10		Replace MS at Stedfrey Lane 315kVA	1,3	S/B	CRR	0	0	0	0	0	0	0	0	0	0	0	0	0	599,586	0	0
8.50	74106432420BBAZMZZ10		Replace MS1 Preekstoel 315 kVA	1,3	S/B	Loan	0	0	0	0	0	0	62,261	107,465	107,465	107,465	107,465	107,465	599,586	0	0	0
8.51	74106431020IFAZNZZ04		Streetligts (Slangrivier)	4	S/R	CRR	0	0	0	0	0	0	0	0	0	0	0	0	0	0	50,000	0
8.52	74106431020LPAD6ZZWM		ENERGY EFFICIENCY & DEMAND SIDE LOAD MAN	W/M	W/M	DMRE	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	4,000,000
8.53	74106432420BBAZPZZ10		Replace MS3 Beverley Hills 315kVA	1,3	S/B	Loan	0	0	0	0	0	9,048	46,488	121,518	121,518	121,518	121,518	121,519	663,127	663,127	0	0
8.54	74106430420IFBBZZZWM		PMT 200 kVA X2	W/M	W/M	CRR	0	0	0	0	0	0	0	64,000	64,000	64,000	64,000	64,000	320,000	320,000	0	0
8.55	74106430420IFBCAZZWM		PMT 100kVA X2	W/M	W/M	CRR	0	0	0	0	0	260,610	4,150	0	0	0	0	0	264,760	264,760	0	0
8.56	74106456020IFBBPZZWM		Tools / Testers / Measurement Equipment - Electrical	W/M	W/M	CRR	0	0	17,395	186,145	7,020	0	12,526	5,383	5,383	5,383	5,383	5,382	250,000	250,000	500,000	500,000
8.57	74106456020IFBBQZZ02		POWER ANALYZER AND RECORDER 3 PHASE - ALB	2	A/B	CRR	0	0	0	0	0	0	0	19,943	19,943	19,943	19,943	19,942	99,714	99,714	0	0
8.58	74106456020IFBBRZZWM		Acoustic imager for overhead fault detection x 1	W/M	W/M	CRR	0	0	0	0	0	0	0	60,000	60,000	60,000	60,000	60,000	300,000	300,000	0	0

No	Vote Number	Asset Class	Project description	Ward	Ref	Fund	JUL	AUG	SEP	OCT	NOV	DES	JAN	FEB	MAR	APR	MAY	JUN	TOTAL	Budget 2025/2026	Budget 2026/2027	Budget 2027/2028
8.59	74106456020IFBBSZZWM		2-3KW Inverter(vehicle mount) x 5	W/M	W/M	CRR	0	0	0	0	0	0	39,520	0	0	0	0	0	39,520	39,520	0	0
8.60	74106456020IFBBTZZWM		Personal Proximity Sensor x 6	W/M	W/M	CRR	0	0	0	0	0	23,820	0	0	0	0	0	0	23,820	23,820	0	0
8.61	74106456020IFBBUZZWM		Contact Detector 11KV x 1	W/M	W/M	CRR	0	0	0	0	0	10,871	0	0	0	0	0	0	10,871	10,820	0	0
8.62	74106436020BBBBWZZWM		Minisub with RMU coasal spec 630kva	W/M	W/M	Loan	0	0	0	0	0	0	0	160,000	160,000	160,000	160,000	160,000	800,000	800,000	0	800,000
8.63	74106432420IFN25ZZ13		RETIC BETWEEN SS KRAGSTAS	6,7,8	R/D	CRR	0	0	0	0	23,685	578,868	148,459	49,798	49,798	49,798	49,798	49,796	1,000,000	1,000,000	0	0
8.64	74106432020BBAYPZZ02		MV - VRIES ST 5DE LAAN BOKMAKIERIE ST -	2	A/B	Loan	0	0	0	0	0	0	0	178,877	178,877	178,877	178,877	178,878	894,386	894,386	0	0
8.65	74106432420IFATAZZ03		NETWORK EXTENSION AND REFURBISHMENT	3	J/F	CRR	0	0	0	0	21,755	93,742	56,715	161,306	161,306	161,306	161,306	161,308	978,744	978,744	0	0
8.66	74106436020IFBBXZZWM		Minisub with RMU coastal spec 500kva	W/M	W/M	CRR	0	0	0	0	0	0	0	0	0	0	0	0	0	0	650,000	0
Infrastructure - Electricity Total							**0**	**10,035,865**	**30,838,285**	**1,280,850**	**3,268,734**	**4,235,552**	**3,745,872**	**4,446,991**	**4,446,991**	**4,534,991**	**4,446,991**	**4,446,992**	**75,728,134**	**75,728,083**	**33,370,000**	**32,336,000**
9.1	72106450020IFATTZZWM	Infrastructure- Solid Waste	2 TON SKIPS X 6 - H/Q	W/M	W/M	CRR	0	0	0	0	0	0	0	32,000	32,000	32,000	32,000	32,000	160,000	160,000	60,000	0
9.2	72106450020IFKD4ZZWM		REFUSE CONTAINERS - PUBLIC FACILITIES -	W/M	W/M	CRR	0	0	0	0	0	2,500	0	11,500	11,500	11,500	11,500	11,500	60,000	60,000	60,000	0
9.3	72106420420IFBCRZZWM		3 ton skiploaders	W/M	W/M	CRR	0	0	0	0	0	0	0	60,000	60,000	60,000	60,000	60,000	300,000	300,000	0	0
9.4	72106450020IFATSZZWM		Waste bins Blue flag beaches- H/Q	W/M	W/M	CRR	0	0	0	0	0	58,125	0	375	375	375	375	375	60,000	60,000	30,000	0
9.5	72106450020IFATQZZWM		Waste Bins Business areas	W/M	W/M	CRR	0	0	0	0	0	0	0	0	0	0	0	0	0	0	60,000	0
9.6	72106450020IFATRZZWM		Drop Off facilities waste	W/M	W/M	CRR	0	0	0	0	0	0	0	0	0	0	0	60,000	60,000	0	0	0

No	Vote Number	Asset Class	Project description	Ward	Ref	Fund	JUL	AUG	SEP	OCT	NOV	DES	JAN	FEB	MAR	APR	MAY	JUN	TOTAL	Budget 2025/2026	Budget 2026/2027	Budget 2027/2028
9.7	72106444420IFBCSZZWM		BOREHOLES MONITORING	W/M	W/M	CRR	0	0	0	0	0	0	0	0	0	0	0	0	0	0	250,000	250,000
9.8	72106450020EDBCTZZ13		Material Recovery Facility	6,7,8	R/D	MIG	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	11,522,400
Infrastructure - Solid Waste Total							**0**	**0**	**0**	**0**	**0**	**60,625**	**0**	**103,875**	**103,875**	**103,875**	**103,875**	**103,875**	**580,000**	**580,000**	**590,000**	**11,832,400**
10.1	52106472420LWAVNZZ07	Infrastructure - Road Transport	DEV OF ROADS & STORMW_BEKKER STREET	7	R/D	BEH	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
10.2	53106472420IFNM2ZZWM		NEW ROAD SIGNS - TRAFFIC	W/M	W/M	CRR	0	0	12,826	70,385	0	0	0	3,358	3,358	3,358	3,358	3,357	100,000	100,000	100,000	250,000
10.3	69106472420EDNG1ZZ05		UPGRADE ROADS IN DIEPKLOOF H/BERG	5	H/B	MIG	0	575,417	0	0	0	0	1,545,733	0	0	0	0	0	2,121,150	2,121,150	2,301,150	0
10.4	69106472420EDNG4ZZ06		UPGRADE ROADS & STORMWATER - WYK 6 - R/D	6	R/D	MIG	0	0	0	0	0	822,747	0	235,501	235,501	235,501	235,501	235,499	2,000,250	2,000,250	2,000,000	0
10.5	69106472420IFZ77ZZWM		TRAFFIC CALMING TECHNIQUES - H/Q	W/M	W/M	CRR	0	0	0	0	0	0	0	20,000	20,000	20,000	20,000	20,000	100,000	100,000	200,000	200,000
10.6	65256472420IFZ28ZZ10		ROAD/WELCOME SIGNSà: ELLENSRUST JONGEN	1,3	S/B	CRR	0	0	0	0	0	0	0	6,000	6,000	6,000	6,000	6,000	30,000	30,000	0	0
10.7	69106472420BBNJ2ZZ10		WESTLY ROAD BYPAS (DEVELO	1;3	S/B	Loan	0	0	0	0	0	3,000,000	0	0	0	0	0	0	3,000,000	3,000,000	0	5,000,000
10.8	69106472420BBZ76ZZWM		UPGRADING OF ROADS - H/Q	W/M	W/M	Loan	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	15,000,000
10.9	69106472420IFNG8ZZWM		UPGRADING OF ROADS - H/Q	W/M	W/M	CRR- Infra	0	0	0	0	0	0	0	0	0	0	0	0	0	0	10,000,000	0
10.10	69106472420BBNK1ZZ01		UPGRADE ROADS & STORMWATER - G/M	1	G/M	Loan	0	0	0	0	0	0	0	240,000	240,000	240,000	240,000	240,000	1,200,000	1,200,000	0	0

No	Vote Number	Asset Class	Project description	Ward	Ref	Fund	JUL	AUG	SEP	OCT	NOV	DES	JAN	FEB	MAR	APR	MAY	JUN	TOTAL	Budget 2025/2026	Budget 2026/2027	Budget 2027/2028
10.11	69106472420BBNK2ZZ01		UPGRADE ROADS & STORMWATER - MHFT - S/B	1	S/B	Loan	0	0	0	0	0	0	1,000,000	0	0	0	0	0	1,000,000	1,000,000	0	0
10.12	69106472420BBNK3ZZ01		UPGRADE ROADS & STORMWATER - S/B EAST	1	S/B	Loan	0	0	0	0	0	1,142,263	1,157,736	0	0	0	0	1	2,300,000	2,300,000	0	0
10.13	69106472420BBNK4ZZ02		UPGRADE ROADS & STORMWATER - A/B	2	A/B	Loan	0	0	0	0	0	0	0	300,000	300,000	300,000	300,000	300,000	1,500,000	1,500,000	0	0
10.14	69106472420BBNK9ZZ04		UPGRADE ROADS & STORMWATER - W/S	4	W/S	Loan	0	0	0	0	0	0	0	200,000	200,000	200,000	200,000	200,000	1,000,000	1,000,000	0	0
10.15	69106472420BBNL3ZZ13		UPGRADE ROADS & STORMWATER - WYK 7 - R/D	6,7,8	R/D	Loan	0	0	0	0	0	0	898,053	220,389	220,389	220,389	220,389	220,391	2,000,000	2,000,000	0	0
10.16	69106472420BBNL5ZZ09		UPGRADE ROADS & STORMWATER - WYK 9 - H/B	9	H/B	Loan	0	0	0	0	0	1,579,775	-893,531	1,462,751	1,462,751	1,462,751	1,462,751	1,462,752	8,000,000	8,000,000	0	0
10.17	69106472420IFNG7ZZ10		WIDENING OF ROADS (DR 1528 MFT HOUSING P	1,3	S/B	CRR	0	0	0	0	0	0	0	0	0	0	0	0	0	0	3,000,000	0
10.18	69106472420IFAN6ZZ10		DRAAISIKELS - S/B	1,3	S/B	CRR	0	0	0	0	0	0	0	0	0	0	0	0	0	0	2,000,000	0
10.19	53106472420IFNG5ZZ13		RESEAL OF MOTOR VEHICLE TESTING TRACK	6,7,8	R/D	CRR	0	0	0	0	0	0	0	0	0	0	0	0	0	0	500,000	0
10.20	69106472420IFNG6ZZ04		Stormwater upgrade in Witsand	4	W/S	CRR	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1,000,000	750,000
10.21	52106472420LWAVPZZ08		DEV OF ROADS & STORMW_ALOERIDGE	8	R/D	BEH	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
10.22	52106472420LWAVQZZ07		DEV OF ROADS & STORMW_KWANOKUTHULA SITE	7	R/D	BEH	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
10.23	69106472420BBBCEZZWM		UPGRADE OF WALKWAY AND KERBS HESSEQUA	W/M	W/M	Loan	0	0	0	0	0	0	0	60,000	60,000	60,000	60,000	60,000	300,000	300,000	0	300,000
10.24	69106472420IFBCFZZWM		UPGRADE OF WALKWAY AND KERBS HESSEQUA	W/M	W/M	CRR	0	0	0	0	0	0	0	0	0	0	0	0	0	0	300,000	0

No	Vote Number	Asset Class	Project description	Ward	Ref	Fund	JUL	AUG	SEP	OCT	NOV	DES	JAN	FEB	MAR	APR	MAY	JUN	TOTAL	Budget 2025/2026	Budget 2026/2027	Budget 2027/2028
10.25	69106472420IFBCGZZ02		Upgrading of Stasie street , Albertinia (N2 to the railway line)	2	A/B	CRR	0	0	0	650,000	850,000	600,000	400,000	310,000	310,000	-1,040,000	-1,040,000	-1,040,000	0	0	0	0
10.26	69106473020BBBCHZZ02		Nywerheidslaan Upgrade of Stormwater Infrastructure	2	A/B	Loan	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1,000,000	0
10.27	69106472420BBNK8ZZ04		UPGRADE ROADS & STORMWATER - S/R	4	S/R	Loan	0	0	0	0	0	0	0	200,000	200,000	200,000	200,000	200,000	1,000,000	1,000,000	0	0
10.28	52106472420M7AVTZZ05		DEV OF ROADS & STORMW_H/B SITE 6 EIKEWEG	5	H/B	BEH	0	0	0	0	0	0	0	82,733	82,733	82,733	82,733	82,735	413,667	413,667	0	0
10.29	52106446020M7BFTZZ07		DEV RDS/STORMW KWANOKUTHULA THEMBANI STR	7	R/D	BEH	0	0	0	0	0	0	0	0	0	0	0	0	0	0	442,667	666,667
10.30	62106472420MJBFNZZ02		UPGRADING OF STASIE STREET ALBERTINIA	2	A/B	Prov	0	0	0	0	0	0	0	0	0	0	0	0	0	0	15,105,000	7,782,000
10.31	26106472420MMAY2ZZ07		CROSS COUNTRY BUMP TRACK AALWYNFLEUR PRK	7	R/D	Prov	0	0	0	0	0	0	0	50,420	50,420	50,420	50,420	50,420	252,100	252,100	0	0
10.32	69106472420BBNK6ZZ03		UPGRADE ROADS & STORMWATER - S/B WEST	3	S/B	Loan	0	0	0	0	0	0	0	250,000	250,000	250,000	250,000	249,999	1,249,999	1,250,000	0	0
10.33	69106473520BBARAZZ04		UPGRADE GOV SLIPWAY PARKING W/S	4	W/S	Loan	0	0	0	0	0	0	0	554,000	554,000	554,000	554,000	554,000	2,770,000	2,770,000	0	0
10.34	69106473020IFBCJZZWM		Upgrading of Stormwater systems	W/M	W/M	CRR	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1,000,000	1,000,000
10.35	69106473520IFARAZZ04		UPGRADE GOV SLIPWAY PARKING W/S	4	W/S	CRR	0	0	0	1,500,000	1,200,000	300,000	0	-600,000	-600,000	-600,000	-600,000	-600,000	0	0	0	0
Infrastructure - Road Transport Total							0	575,417	12,826	2,220,385	2,050,000	7,444,785	4,107,991	3,595,152	3,595,152	2,245,152	2,245,152	2,245,154	30,337,166	30,337,167	38,948,817	32,948,667

No	Vote Number	Asset Class	Project description	Ward	Ref	Fund	JUL	AUG	SEP	OCT	NOV	DES	JAN	FEB	MAR	APR	MAY	JUN	TOTAL	Budget 2025/2026	Budget 2026/2027	Budget 2027/2028
11.1	52106449420LWAVKZZ07	Infrastructure - Sanitation	INSTALL OF SAN INFR_BEKKER STREET	7	R/D	BEH	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
11.2	70106449420EDAAJZZ13		UPGRADING OF SEWERAGE NETWORK IN MORESTO	6,7,8	R/D	MIG	0	0	0	0	0	707,268	423,559	373,835	373,835	373,835	373,835	373,833	3,000,000	3,000,000	2,000,000	0
11.3	70106449420IFAP1ZZWM		PUMPS - HESSEQUA	W/M	W/M	CRR	0	0	0	0	0	0	0	100,000	100,000	100,000	100,000	100,000	500,000	500,000	1,000,000	1,000,000
11.4	70106449420IFATXZZ10		REFURBISHMENT OF AREATION TANKS AT SB W	1,3	S/B	CRR	0	0	0	480,880	1,160,311	290,963	0	89,405	89,405	89,405	89,405	89,405	2,379,179	2,379,179	0	0
11.5	70106449420IFATZZZ11		REFURBISHMENT AT WWTW HEIDELBERG	4,5	H/B	CRR	0	0	0	0	0	92,980	0	21,404	21,404	21,404	21,404	21,404	200,000	200,000	300,000	300,000
11.6	70106473520IFARCZZWM		FENCING OF PUMPSTATIONS - HQ	W/M	W/M	CRR	0	0	0	0	0	0	0	60,000	60,000	60,000	60,000	60,000	300,000	300,000	300,000	300,000
11.7	70106449420BBX16ZZ10		BULK SEWER UPGRADE PHASE	1,3	S/B	Loan	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	2,500,000
11.8	70106449420IFF03ZZWM		REPLACE SAND IN SLUDGE DRYING BED AT WW	W/M	W/M	CRR	0	0	0	0	0	0	0	0	0	0	0	0	0	0	500,000	0
11.9	70106449420IFAP2ZZ11		LINING OF EMERGENCY STORAGE DAMS H/B	4,5	H/B	CRR	0	0	0	0	0	0	0	0	0	0	0	0	0	0	500,000	1,000,000
11.10	70106449420IFX36ZZ10		REFURBISHMENT OF GRAVITY DISTRIBUTION	1,3	S/B	Loan	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
11.11	70106449420IFY30ZZ11		NEW RETICULATION - HEIDELBERG	4,5	H/B	CRR	0	0	0	0	0	0	0	0	0	0	0	0	0	0	2,000,000	2,000,000
11.12	70106449420IFY31ZZ02		NEW RETICULATION - ALBERTINIA	2	A/B	CRR	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1,000,000	1,000,000
11.13	70106449420BBAP8ZZ05		UPGRADE BULK SEW LINE AND PUMPSTAT H/B	5	H/B	Loan	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	2,500,000
11.14	70106449420BBARGZZ03		NEW SEWER PUMPSTATION 3 - SB	3	S/B	Loan	0	0	0	0	0	0	0	0	0	0	0	0	0	0	8,000,000	0

No	Vote Number	Asset Class	Project description	Ward	Ref	Fund	JUL	AUG	SEP	OCT	NOV	DES	JAN	FEB	MAR	APR	MAY	JUN	TOTAL	Budget 2025/2026	Budget 2026/2027	Budget 2027/2028
11.15	70106449420IFY01ZZ03		NEW SEWER PUMPSTATION 3 - SB	3	S/B	CRR	0	0	0	0	0	0	0	1,320,000	1,320,000	1,320,000	1,320,000	1,320,000	6,600,000	6,600,000	0	0
11.16	70106449420IFY32ZZ01		IRRIGATION LINE - WWTW AND MHFT SPORT FI	1	S/B	CRR	0	0	0	0	0	214,019	21,444	12,907	12,907	12,907	12,907	12,909	300,000	300,000	0	0
11.17	70106449420BBX14ZZ10		BULK SEWER UPGRADE PHASE 1 (GLS) - STIL	1,3	S/B	Loan	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1,000,000	0
11.18	70106449420BBX15ZZ13		HRS(1.7) - 549M X 250DIA UPGRADE OF EXIS	6,7,8	R/D	Loan	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1,000,000	0
11.19	70106449420BBKC9ZZ02		HAS-1.6 -2758M X 160DIA NEW GRAVITY SEWE A/B	2	A/B	Loan	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1,000,000	0
11.20	70106449420EDX11ZZ13		Upgrading of Waste Water Treatment Works in Riversdale Ph3 (Ref 343289)	6,7,8	R/D	MIG	0	0	0	0	0	0	0	800,000	800,000	800,000	800,000	800,000	4,000,000	4,000,000	4,906,036	0
11.21	52106449420LWAVLZZ08		INSTALL OF SAN INFR_ALOERIDGE	8	R/D	BEH	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
11.22	52106449420LWAVMZZ07		INSTALL OF SAN INFR_KWANOKUTHULA SITE C	7	R/D	BEH	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
11.23	70106449420IFX35ZZ10		Refurbishment at WWTW Stilbaai	1,3	S/B	Loan	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
11.24	70106449420IFBCKZZ02		Refurbisment Albertinia WWTW	2	A/B	CRR	0	0	0	0	25,643	0	0	871	871	871	871	873	30,000	30,000	300,000	0
11.25	65106449420BBBCLZZ01		Upgrading of Ablution facility at Ellensrust Camping Site - Block E	1	S/B	Loan	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	200,000

No	Vote Number	Asset Class	Project description	Ward	Ref	Fund	JUL	AUG	SEP	OCT	NOV	DES	JAN	FEB	MAR	APR	MAY	JUN	TOTAL	Budget 2025/2026	Budget 2026/2027	Budget 2027/2028
11.26	70106449420BBBCMZZ01		Emergency Erven - Sanitation Services - Bitouville Public Participation Input Nr 8 & 9	1	G/M	Loan	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	100,000
11.27	70106449420BBX36ZZ10		REFURBISHMENT OF GRAVITY DISTRIBUTION	1,3	S/B	Loan	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1,000,000	0
11.28	70106449420BBX35ZZ10		Refurbishment at WWTW Stilbaai	1,3	S/B	Loan	0	0	0	0	0	0	0	0	0	0	0	0	0	0	300,000	0
11.29	52106446020M7BFRZZ07		INST SAN INFRKWANOKUTHULA THEMBANI STR	7	R/D	BEH	0	0	0	0	0	0	0	0	0	0	0	0	0	0	442,667	666,667
11.30	52106449420M7AVSZZ05		INSTALL OF SAN INFR_H/B SITE 6 EIKEWEG	5	H/B	BEH	0	0	0	0	0	0	0	82,733	82,733	82,733	82,733	82,735	413,667	413,667	0	0
11.31	70106449420BBBCNZZ04		Emergency Erven - Sanitation Services - Vermaaklikheid- Public Participation Input Nr 8 & 9	4	H/B	Loan	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	100,000
11.32	70106449420BBBCPZZ04		Upgrade of the Witsand WWTW and Irrigation Line	4	W/S	Loan	0	0	0	0	0	0	0	200,000	200,000	200,000	200,000	200,000	1,000,000	1,000,000	0	5,000,000
11.33	70106449420EDBCQZZ02		Chlorination tank, Clarifier and Sand beddings (Albertinia WWTW)	2	A/B	MIG	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	5,000,000
11.34	60056473520IFBCYZZ07		Upgrading of Pleintjie Smousarea - Riversdal (Water en Ablusion facilities / Lockable areas	7	R/D	CRR	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	200,000

No	Vote Number	Asset Class	Project description	Ward	Ref	Fund	JUL	AUG	SEP	OCT	NOV	DES	JAN	FEB	MAR	APR	MAY	JUN	TOTAL	Budget 2025/2026	Budget 2026/2027	Budget 2027/2028
Infrastructure - Sanitation Total							0	0	0	480,860	1,185,954	1,305,230	445,003	3,061,155	3,061,155	3,061,155	3,061,155	3,061,159	6,079,179	18,722,846	25,548,705	21,866,667
12.1	52106446020LWAVGZZ07	Infrastructure - Water	INSTALL OF WATER INFR_BEKKER STREET	7	R/D	BEH	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
12.2	73106444420IFZG1ZZWM		WATER SECURITY MEASURES - H/Q	W/M	W/M	CRR	0	0	0	0	84,347	890,653	0	0	0	0	0	0	975,000	975,000	1,000,000	1,000,000
12.3	73106446020EDAAKZZ13		UPGRADING OF WATER NETWORK IN MORESTOND-	6,7,8	R/D	MIG	0	241,532	567,778	1,081,804	0	1,008,886	0	0	0	0	0	0	2,900,000	2,900,000	4,000,000	0
12.4	73106446020IFATCZZ13		REFURBISHMENT AT WTW RIVERSDALE	6,7,8	R/D	CRR	0	0	0	0	0	0	0	0	0	0	0	0	0	0	200,000	200,000
12.5	73106446020IFATKZZ13		REFURBISHMENT/UPGRADING OF RETICULATION	6,7,8	R/D	CRR	0	0	0	0	0	0	0	0	0	0	0	0	0	0	500,000	1,000,000
12.6	73106446020IFJL2ZZ02		PRJ-HAW-001: NETWORK REINFORCEMENT (PHAS	2	A/B	CRR	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1,000,000	3,000,000
12.7	73106446020IFS57ZZWM		WATER METERS - HESSEQUA	W/M	W/M	CRR	0	0	0	0	0	0	0	40,000	40,000	40,000	40,000	40,000	200,000	200,000	200,000	200,000
12.8	73106446420IFARJZZWM		PUMPS - HESSEQUA	W/M	W/M	CRR	0	0	0	0	0	0	0	0	0	0	0	0	0	0	300,000	300,000
12.9	73106448020IFAU2ZZ01		UPGRADING OF WATER NETWORK - DIE POORT	1	S/B	CRR	0	0	0	0	0	500,000	0	0	0	0	0	0	500,000	500,000	500,000	0
12.10	73106448020IFAU5ZZ10		REFURBISHMENT AT WTW STILBAAI	1,3	S/B	CRR	0	0	0	0	0	55,631	0	88,874	88,874	88,874	88,874	88,873	500,000	500,000	0	0
12.11	70106473520IFARBZZ13		FENCING OF RIVERSDALE WWTW - R/D	6,7,8	R/D	CRR	0	0	0	0	0	0	0	56,000	56,000	56,000	56,000	56,000	280,000	280,000	300,000	0
12.12	60156473520IFAPUZZ11		UPGRADE ABLUTION FACILITIES - MARKPLEIN H/B	4,5	H/B	CRR	0	0	0	0	0	0	64,206	0	0	0	0	1	64,207	64,206	0	0

No	Vote Number	Asset Class	Project description	Ward	Ref	Fund	JUL	AUG	SEP	OCT	NOV	DES	JAN	FEB	MAR	APR	MAY	JUN	TOTAL	Budget 2025/2026	Budget 2026/2027	Budget 2027/2028
12.13	69106473020BBBDCZZ03		STORMWATER & COLLECTION CHAMBERS & GABIONS JONGENSFONTEIN OOG	3	J/F	Loan	0	0	0	0	0	0	139,920	796,474	796,474	796,474	796,474	796,473	4,122,289	4,122,289	1,000,000	1,000,000
12.14	69106473020IFBDEZZ10		STONE PITCHING OF STORMWATER SERVITUDES	1,3	S/B	Loan	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
12.15	73106447020IFATPZZ11		PRJ-HHW-002: NETWORK REINFORCEMENT - RES H/B	4,5	H/B	CRR	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	3,000,000
12.16	73106447020BBATNZZWM		RESERVOIR REHABILITATION - HQ	W/M	W/M	Loan	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1,000,000	1,000,000
12.17	73106446020IFAG9ZZ10		LINK WATER MAIN WITH AIR/SCOUR VALVES AN	1,3	S/B	CRR	0	0	0	0	0	0	0	0	0	0	0	0	0	0	500,000	500,000
12.18	73106446020BBS03ZZ11		UPGRADING OF WATER INFRASTRUCTURE - H/B	4,5	H/B	Loan	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1,500,000	0
12.19	73106448020BBARLZZ11		NEW WATER TREATMENT WORKS HB (Bloekombom dam lining)	4,5	H/B	Loan	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	10,000,000
12.20	73106447020BBAP9ZZ04		OLD INFRASTR AND NEW 2ML RESERVOIR W/S	4	W/S	Loan	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	5,000,000
12.21	73106448020IFW51ZZ03		REFURBISHMENT OF WATER PURIFI JFN	3	J/F	CRR	0	0	0	0	500,000	0	0	0	0	0	0	0	500,000	500,000	500,000	0
12.22	73106447020BBWA1ZZ10		PLOT/ VACANT PROPERTY FOR A NEW RESERVIO	1,3	S/B	Loan	0	0	0	0	0	0	0	0	0	0	0	0	0	0	2,000,000	0
12.23	62056446020IFZ07ZZWM		IRRIGATION OF PARKS & OPEN SPACES - HQ	W/M	W/M	CRR	0	0	0	0	0	0	0	0	0	0	0	0	0	0	50,000	50,000
12.24	73106446020BBWA2ZZ10		New 2ML Reservoir, Bulk Water Main and Borehole P/S - SB	1,3	S/B	Loan	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	5,000,000
12.25	73106447020IFWA3ZZ03		New 3 ML Reservoir-Jongensfontein	3	J/F	CRR	0	0	0	0	0	0	0	0	0	0	0	0	0	0	4,000,000	0

No	Vote Number	Asset Class	Project description	Ward	Ref	Fund	JUL	AUG	SEP	OCT	NOV	DES	JAN	FEB	MAR	APR	MAY	JUN	TOTAL	Budget 2025/2026	Budget 2026/2027	Budget 2027/2028
12.26	52106446020LWAVHZZ08		INSTALL OF WATER INFR_ALOERIDGE	8	R/D	BEH	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
12.27	52106446020LWAVJZZ07		INSTALL OF WATER INFR_KWANOKUTHULA SITE	7	R/D	BEH	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
12.28	73106445020BBBEZZZ10		Bulk Waterline Upgrade	1,3	S/B	Loan	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1,000,000
12.29	52106446020M7BFQZZ07		INST WATER INFRKWANOKUTHULA THEMBANI STR	7	R/D	BEH	0	0	0	0	0	0	0	0	0	0	0	0	0	442,666	666,666	0
12.30	52106446020M7AVRZZ05		INSTALL OF WATER INFR_H/B SITE 6 EIKEWEG	5	H/B	BEH	0	0	0	0	0	0	0	80,533	80,533	80,533	80,533	80,534	402,666	402,666	0	0
12.31	73106448020LWBFPZZ09		NEW WATER TREATMENT WORKS HEIDELBERG	9	H/B	BEH	650,000	650,000	650,000	650,000	650,000	650,000	650,000	-910,000	-910,000	-910,000	-910,000	-910,000	0	0	7,820,000	0
12.32	69106473020BBBDEZZ10		STONE PITCHING OF STORMWATER SERVITUDES	1,3	S/B	Loan	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1,200,000	0
12.33	73106447020IFAZ3ZZ03		NEW 1 ML RESERVOIR - JONGENSFONTEIN	3	J/F	CRR	0	0	0	0	0	0	0	1,800,000	1,800,000	1,800,000	1,800,000	1,800,000	9,000,000	9,000,000	0	0
12.34	73106445020IFBFAZZ07		Bulk water line through Industrial area to erf 21 Developer	7	R/D	CRR	0	0	0	0	0	0	0	0	0	0	0	0	0	0	2,000,000	1,000,000
12.35	73106444420IFBFBZZ04		Witsand, desalination plant and pipeline from private borehole to reticulation	4	W/S	CRR	0	0	0	0	0	0	0	20,000	20,000	20,000	20,000	20,000	100,000	100,000	2,000,000	1,000,000
Infrastructure - Water Total							650,000	891,532	1,217,778	1,731,804	1,234,347	3,105,170	854,126	1,971,881	1,971,881	1,971,881	1,971,881	1,971,881	5,075,000	19,544,161	32,012,666	34,916,666
13.1	24106471420IFI07ZZHO	Infrastructur e - ICT	1 X FIREWALL SOLUTION - ICT	HQ	H/Q	CRR	-5,000	-5,000	-5,000	137,222	-12,778	-12,778	-12,778	-16,778	-16,778	-16,778	-16,778	-16,778	0	0	0	0

No	Vote Number	Asset Class	Project description	Ward	Ref	Fund	JUL	AUG	SEP	OCT	NOV	DES	JAN	FEB	MAR	APR	MAY	JUN	TOTAL	Budget 2025/2026	Budget 2026/2027	Budget 2027/2028
13.2	24106471420BBX76ZZHO		1 X HYPER CONVERGE SERVER - ICT	HQ	H/Q	Loan	0	0	0	0	0	1,677,711	0	0	0	0	0	0	1,677,711	1,677,711	0	0
13.3	24106471420IFKO3ZZWM		STORAGE AREA NETWORK - ICT DR SITE	W/M	W/M	CRR	0	0	0	0	0	0	0	196,000	196,000	196,000	196,000	196,000	980,000	980,000	950,000	0
13.4	24106471420IFJI9ZZWM		4 X MANAGED SWITCHES -ICT - STORE ITEM	W/M	W/M	CRR	0	0	0	0	0	0	0	40,000	40,000	40,000	40,000	40,000	200,000	200,000	0	200,000
Infrastructure - ITC Total							**-5,000**	**-5,000**	**-5,000**	**137,222**	**-12,778**	**1,664,933**	**-12,778**	**219,222**	**219,222**	**219,222**	**219,222**	**219,222**	**0**	**2,857,711**	**950,000**	**200,000**
14.1	60056475020IFAVBZZ13	Civic Land And Buildings	MECHANICAL WORKSHOP - OPERATIONAL AREA R	6,7,8	R/D	CRR	0	0	0	111,604	0	22,913	0	32,697	32,697	32,697	32,697	32,695	298,000	298,000	0	0
14.2	60056475020IFK05ZZWM		REFURBISHMENT OF BUILDINGS - H/Q	W/M	W/M	CRR	0	0	0	0	209,993	60,582	17,118	2,861	2,861	2,861	2,861	2,863	302,000	302,000	0	0
14.3	60056473520IFAE4ZZWM		STAIRS & WHEELCHAIR RAMPS (HESSEQUA)	W/M	W/M	CRR	0	37,812	0	0	0	72,500	0	17,938	17,938	17,938	17,938	17,936	200,000	200,000	300,000	0
14.4	60056473520IFAKUZZWM		NEW TOILETS WITH WHEELCHAIR ENTRANCES	W/M	W/M	CRR	0	0	0	0	40,891	0	0	11,822	11,822	11,822	11,822	11,821	100,000	100,000	100,000	0
14.5	81106475020IFKN2ZZWM		UPGRADE OF BOAT STORE - ENVIRONM. - PLA	W/M	W/M	CRR	0	0	0	0	0	0	22,000	15,600	15,600	15,600	15,600	15,600	100,000	100,000	0	0
14.6	60056456020IFZR6ZZWM		ENVIRONMENTAL AND INFO SIGNAGE MATERIAL	W/M	W/M	CRR	0	0	0	0	39,232	0	0	0	0	0	0	0	39,232	39,232	50,000	50,000
14.7	55106475020BBBCDZZWM		Upgrading of Fire Station Building (Riversdale, Heidelberg, Slangrivier, Melkhoutfontein)	W/M	W/M	Loan	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	500,000
14.8	60156475020IFATUZZ11		UPGRADING OF CIVIL STORES-HEIDELBERG	4,5	R/D	CRR	0	0	0	0	0	0	0	40,000	40,000	40,000	40,000	40,000	200,000	200,000	0	0
14.9	25106473520MDAY6ZZ07		FENCING OUTDOOR GYM - KWANO	7	R/D	Prov	0	0	0	0	0	0	0	36,000	36,000	36,000	36,000	36,000	180,000	180,000	0	0
14.10	25106473520MDAY7ZZ07		WWAY - OD GYM TO FIVE-ASIDE SFIELD KWANO	7	R/D	Prov	0	0	0	0	0	0	0	52,000	52,000	52,000	52,000	52,000	260,000	260,000	0	0

No	Vote Number	Asset Class	Project description	Ward	Ref	Fund	JUL	AUG	SEP	OCT	NOV	DES	JAN	FEB	MAR	APR	MAY	JUN	TOTAL	Budget 2025/2026	Budget 2026/2027	Budget 2027/2028
14.11	60106371020LBAZ8ZZ03		BDING CANOE STORE ERF 907 STILL BAY WEST	3	S/B	Prov	0	0	0	0	0	0	0	70,000	70,000	70,000	70,000	70,000	350,000	350,000	0	0
14.12	60106473520LBAZ7ZZ01		UPGR STILL BAY BRIDGE MARKET ERF 238 TB	1	S/B	Prov	0	0	0	0	0	0	0	57,775	57,775	57,775	57,775	57,775	288,875	288,875	0	0
14.13	60206401320IFAZ6ZZ02		ACQ OF ERVEN 4053_4054_1175 ALBERTINIA	2	A/B	CRR	0	0	0	0	0	0	0	200	200	200	200	200	1,000	1,000	0	0
14.14	51106473520IFQP1ZZ13		UPGRADING THUSONG CENTRE_ BRAAI AREA TO	6,7,8	R/D	CRR	0	0	0	54,748	0	0	87,050	91,956	91,956	91,956	91,956	91,954	601,576	601,576	0	0
14.15	60056475020BBBCBZZHO		Acquisition of New Municipal Buildings	HQ	H/Q	Loan	0	0	0	8,000,000	0	0	0	-1,600,000	-1,600,000	-1,600,000	-1,600,000	-1,600,000	0	0	0	0
Civic Land And Buildings Total							**0**	**37,812**	**0**	**8,166,352**	**290,116**	**155,995**	**126,168**	**-1,171,151**	**-1,171,151**	**-1,171,151**	**-1,171,151**	**-1,171,156**	**600,000**	**2,920,683**	**450,000**	**550,000**
15.1	40106470020IFLA7ZZHO	Computers - Hardware/Equipment	2 X DESKTOP COMP & SCR (ONLINE VENDING)	HQ	H/Q	CRR	0	0	28,827	0	0	0	0	0	0	0	0	1	28,828	28,827	38,000	40,000
15.2	69106470020IFAB5ZZHO		2 X DESKTOPS - COMPLAINTS CENTRE - TECHN	HQ	H/Q	CRR	0	0	9,467	0	0	0	0	3,000	3,000	3,000	3,000	3,000	24,467	24,467	0	0
15.3	40106470020IFLA8ZZHO		3 X PREPAID TOKEN PRINTER	HQ	H/Q	CRR	0	0	0	0	7,917	0	0	1	1	1	1	-1	7,920	7,920	9,500	10,000
15.4	40106470020IFLD3ZZHO		3 X RECIEPT PRINTER - INC	HQ	H/Q	CRR	0	0	0	0	0	0	0	1,600	1,600	1,600	1,600	1,600	8,000	8,000	8,000	8,000
15.5	53106470020IFLD7ZZHO		REPLACEMENT OF LAPTOPS - COMMUNITY S- TRAFFIC	HQ	H/Q	CRR	0	0	8,085	0	0	0	0	0	0	0	0	0	8,085	8,085	0	0
15.6	33106470020IFARRZZWM		REPLACEMENT OF LAPTOPS LIBRARY	W/M	W/M	CRR	0	0	56,595	0	0	0	0	0	0	0	0	0	56,595	56,595	0	80,000

No	Vote Number	Asset Class	Project description	Ward	Ref	Fund	JUL	AUG	SEP	OCT	NOV	DES	JAN	FEB	MAR	APR	MAY	JUN	TOTAL	Budget 2025/2026	Budget 2026/2027	Budget 2027/2028
15.7	50106470020IFARTZZWM		REPLACEMENT OF LAPTOPS COMMUNITY SERVICES	W/M	W/M	CRR	0	0	80,850	0	0	89,478	0	0	0	0	0	1	170,329	170,328	69,000	0
15.8	20106470020IFARSZZHO		REPLACEMENT OF LAPTOPS MM	HQ	H/Q	CRR	0	0	98,475	0	0	0	0	0	0	0	0	1	98,476	98,475	0	0
15.9	69106470020IFARUZZWM		REPLACEMENT OF LAPTOPS - TECHNICAL	W/M	W/M	CRR	0	0	105,105	0	0	0	0	19,600	19,600	19,600	19,600	19,600	203,105	203,105	200,000	0
15.10	24106470020IFALWZZHO		3 X LAPTOPS - ICT	HQ	H/Q	CRR	0	0	0	0	0	0	0	24,456	24,456	24,456	24,456	24,457	122,281	122,289	0	0
15.11	40106470020IFARVZZWM		REPLACEMENT OF LAPTOPS - FINANCE	W/M	W/M	CRR	0	0	213,363	0	0	60,547	0	0	0	0	0	1	273,911	273,910	115,000	0
15.12	31106470020IFARWZZHO		REPLACEMENT OF LAPTOPS - CORPORATE	HQ	H/Q	CRR	0	0	41,031	0	0	0	0	0	0	0	0	1	41,032	41,031	92,000	0
15.13	80106470020IFARXZZHO		REPLACEMENT OF LAPTOPS - PLANNING	HQ	H/Q	CRR	0	0	11,490	0	0	0	0	0	0	0	0	0	11,490	11,490	40,000	0
15.14	30106470020IFARQZZHO		REPLACEMENT LAPTOP - HR	HQ	H/Q	CRR	0	0	32,825	0	0	0	0	0	0	0	0	1	32,826	32,825	0	0
Computers - Hardware/Equipment Total							**0**	**0**	**686,113**	**0**	**7,917**	**150,025**	**0**	**48,657**	**48,657**	**48,657**	**48,657**	**48,662**	**69,215**	**1,087,347**	**571,500**	**138,000**
16.1	35056460020IFKD6ZZWM	Furniture & Other Office Equipment	4 X FRIDGES - HALLS - HES	W/M	W/M	CRR	0	0	0	0	0	7,650	0	2,018	2,018	2,018	2,018	2,017	17,739	17,740	6,600	6,800
16.2	53106460020IFKH2ZZWM		2 X CASHIERS CHAIR - TRAFFIC	W/M	W/M	CRR	0	0	0	0	0	7,886	0	0	0	0	0	0	7,886	7,886	0	0
16.3	55106460020IFZ1BZZHO		2 X MICROWAVES - FIRE	HQ	H/Q	CRR	0	0	0	0	0	1,099	0	0	0	0	0	0	1,099	1,099	0	0
16.4	65106460020IFAMNZZWM		FRIDGES - CARAVAN PARKS	W/M	W/M	CRR	0	0	0	0	0	19,126	0	0	0	0	0	0	19,126	19,126	22,500	25,000
16.5	65106460020IFAMPZZWM		STOVES - CARAVAN PARKS	W/M	W/M	CRR	0	0	0	0	0	19,423	0	0	0	0	0	1	19,424	19,423	22,500	25,000
16.6	65106460020IFAMQZZWM		MICROWAVES - CARAVAN PARKS	W/M	W/M	CRR	0	0	0	0	0	7,359	0	928	928	928	928	929	12,000	12,000	13,200	14,400

No	Vote Number	Asset Class	Project description	Ward	Ref	Fund	JUL	AUG	SEP	OCT	NOV	DES	JAN	FEB	MAR	APR	MAY	JUN	TOTAL	Budget 2025/2026	Budget 2026/2027	Budget 2027/2028
16.7	65106460020IFAMRZZWM		MATRASSES BEDS & MATRESS COVERS - C/PARK	W/M	W/M	CRR	0	0	0	22,976	0	0	0	5	5	5	5	4	23,000	23,000	32,500	35,000
16.8	74106460020IFKQ4ZZ13		HIGH BACK OFFICE CHAIR (ELECTRICAL & MEC	6,7,8	R/D	CRR	0	0	0	0	0	19,600	0	0	0	0	0	0	19,600	19,600	15,000	0
16.9	26106470020IFAYDZZ07		1 X DESKTOP WEBCAM WITH BUILD-IN MICROPHONE - TOURISM	7	R/D	CRR	0	0	0	0	0	0	0	200	200	200	200	200	1,000	1,000	1,000	1,100
16.10	26106460020IFAYEZZWM		1 X PORTABLE WIRELESS CONFERENCE MICROPHONE	W/M	W/M	CRR	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1,000
16.11	24106470020IFAYFZZ07		Online Meeting Solution- Council Chambers	7	R/D	CRR	0	0	0	0	487,554	66,146	0	0	0	0	0	0	553,700	553,700	0	0
16.12	20106470020IFAYGZZ07		55" Monitor MM's Office	7	R/D	CRR	0	0	7,458	0	8,208	0	0	17	17	17	17	16	15,750	15,750	0	0
16.13	40106470020IFAYHZZ07		Projector- Revenue	7	R/D	CRR	0	0	7,282	0	0	0	0	2	2	2	2	0	7,290	7,290	0	0
16.14	40056470020IFAYJZZ07		55" Screen Monitors- Finance	7	R/D	CRR	0	0	7,458	0	0	0	0	418	418	418	418	420	9,550	9,550	20,000	20,000
16.15	69106460020IFARPZZWM		LARGE LABEL PRINTER - TECHNICAL	W/M	W/M	CRR	0	4,943	0	0	0	-1,470	0	305	305	305	305	307	5,000	5,000	0	0
16.16	21106460020IFAN2ZZHO		NEW AIRCONS - COUNCILLORS -HESSEQUA	HQ	H/Q	CRR	0	0	0	0	0	0	0	0	0	0	0	0	0	0	60,000	0
16.17	65356460020IFKF2ZZ03		BED AND BASE SETS - CHALE	3	J/F	CRR	0	0	0	28,286	0	0	0	0	0	0	0	1	28,287	28,286	0	0
16.18	20106460020IFKP8ZZHO		Office Chair & 6 Highback Arm Chairs - Office of the MM	HQ	H/Q	CRR	0	0	0	0	0	17,458	0	1,758	1,758	1,758	1,758	1,760	26,250	26,250	0	0
16.19	55106460020IFAMUZZWM		GAZEBO COMBINATION SET AND CHAIRS - FIRE	W/M	W/M	CRR	0	8,856	0	0	0	-1,730	0	0	0	0	0	0	7,126	7,125	22,000	0
16.20	54106460020IFAQVZZWM		COMMUNICATIONS NETWORK - COMMUNITY SAFETY	W/M	W/M	CRR	0	0	0	0	0	0	0	50,000	50,000	50,000	50,000	50,000	250,000	250,000	0	0

No	Vote Number	Asset Class	Project description	Ward	Ref	Fund	JUL	AUG	SEP	OCT	NOV	DES	JAN	FEB	MAR	APR	MAY	JUN	TOTAL	Budget 2025/2026	Budget 2026/2027	Budget 2027/2028
16.21	80106460020IFAR2ZZHO		HIGHPRESURE WASHER - TOWN PLANNING	HQ	H/Q	CRR	0	0	10,430	0	0	0	0	14	14	14	14	14	10,500	10,500	0	0
16.22	40156460020IFAZQZZHO		Airconditioner- Budget Office	HQ	H/Q	CRR	0	0	0	0	0	13,141	0	2	2	2	2	1	13,150	13,150	0	0
16.23	80106460020IFAM3ZZHO		Executive Office High Back Chairs- TOWN PLANNING & BUILDING CONTROL	HQ	H/Q	CRR	0	0	0	0	0	7,035	2,345	4	4	4	4	4	9,400	9,400	12,000	0
16.24	52106460020IFKP4ZZHO		MEASURING WHEEL - HOUSING	HQ	H/Q	CRR	0	0	0	0	991	991	0	0	0	0	0	0	1,982	1,982	0	0
16.25	32106460020IFKQ1ZZHO		Recorders - Committee Clerks X 1 - Legal & Admin	HQ	H/Q	CRR	0	0	0	0	0	0	1,214	157	157	157	157	158	2,000	2,000	0	0
16.26	30106460020IFKQ2ZZHO		OFFICE CHAIRS HR	HQ	H/Q	CRR	0	0	0	0	0	7,335	0	1,533	1,533	1,533	1,533	1,533	15,000	15,000	0	0
16.27	30106460020IFKP1ZZWM		AIRCONS HR	W/M	W/M	CRR	0	0	0	0	0	18,021	0	0	0	0	0	0	18,021	18,021	0	0
16.28	69106460020IFAZRZZHO		Office Furniture Desks & Chairs (Mechanical)	HQ	H/Q	CRR	0	0	0	0	0	27,300	0	240	240	240	240	240	28,500	28,500	52,000	0
16.29	74106460020IFKQ5ZZ13		Stackable Chairs (Black with Upholstery) (Electrical &Mechanical)	6,7,8	R/D	CRR	0	0	0	0	0	11,442	0	0	0	0	0	0	11,442	11,442	15,000	0
16.30	74106460020IFKQ6ZZ13		2 X REFRIGATOR - Electrical & Mechanical	6,7,8	R/D	CRR	0	0	0	0	0	5,355	0	2,119	2,119	2,119	2,119	2,118	15,949	16,000	0	0
16.31	81106460020IFKQ7ZZWM		Office Chairs -Environmental	W/M	W/M	CRR	0	0	0	0	0	4,690	0	62	62	62	62	62	5,000	5,000	0	0
16.32	81106460020IFAZSZZ07		Microwave - environmental Management	7	R/D	CRR	0	0	0	0	0	1,699	0	0	0	0	0	1	1,700	1,700	0	0
16.33	26106460020IFAZTZZ07		1 X TWO DRAWER OFFICE DESK - TOURISM	7	R/D	CRR	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	5,000
16.34	26106460020IFAZUZZ07		2 X OFFICE HIGHBACK CHAIRS - TOURISM	7	R/D	CRR	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	10,000
16.35	26106460020IFAZVZZ07		2 X FOLD-UP OUTDOOR CHAIRS - TOURISM	7	R/D	CRR	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	2,000

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16.36	30106470020IFAZWZZHO		Projector and Screen - Occupational Health	H/Q	H/Q	CRR	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	15,000
16.37	31106460020IFKF1ZZHO		1X High Back Chair - Archives	H/Q	H/Q	CRR	0	0	0	0	0	0	0	0	0	0	0	0	0	0	3,000	0
16.38	60106460020IFAZXZZWM		Aircons - Hessequa	W/M	W/M	CRR	0	0	0	0	0	71,334	0	16,056	16,056	16,056	16,056	16,055	151,613	151,613	80,000	90,000
16.39	60106460020IFAZYZZWM		Curtains/Blinds	W/M	W/M	CRR	0	0	0	0	0	0	0	10,000	10,000	10,000	10,000	10,000	50,000	50,000	0	50,000
16.40	35906460020IFAZZZZWM		Microphones - Community Halls	W/M	W/M	CRR	0	0	4,300	0	0	-100	0	20	20	20	20	20	4,300	4,300	0	0
16.41	35906460020IFBAAZZWM		Wood top tables - Community Halls	W/M	W/M	CRR	0	0	0	40,776	0	9,277	0	0	0	0	0	1	50,054	50,053	0	70,000
16.42	50106460020IFBABZZ07		1 X Conference Table (Director: Community Services)	7	R/D	CRR	0	4,044	0	0	0	0	0	0	0	0	0	0	4,044	4,044	0	0
16.43	50106460020IFBACZZ07		6 X Conference Chairs (Director: Community Services)	7	R/D	CRR	0	9,325	0	0	0	0	0	0	0	0	0	0	9,325	9,325	0	0
16.44	55106460020IFBADZZWM		4 X Fridges (Fire Stations - Riversdale,Albertinia, Heidelberg and Stilbay) (R6000 per item)	W/M	W/M	CRR	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	24,000
16.45	55106460020IFBAEZZWM		4 X Microwaves (Fire Stations - Riversdale,Albertinia, Heidelberg and Stilbay) (R1000 per item)	W/M	W/M	CRR	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	4,000
16.46	55106460020IFBAFZZWM		4 X Stoves (Fire Stations - Riversdale,Albertinia, Heidelberg and Stilbay) (R4000 per item)	W/M	W/M	CRR	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	16,000
16.47	55106460020IFBAGZZWM		4 X Airconditioners (Fire Stations - Riversdale,Albertinia, Heidelberg and Stilbay) (R per item)	W/M	W/M	CRR	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	80,000

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16.48	55106460020IFBAHZZWM		6 X Office Chairs (Fire Stations - Riversdale,Albertinia, Heidelberg and Stilbay) (R1000 per chair)	W/M	W/M	CRR	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	6,000
16.49	55106460020IFBAJZZWM		4 X Office Desks (Fire Stations - Riversdale,Albertinia, Heidelberg and Stilbay) (R2000 per item)	W/M	W/M	CRR	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	8,000
16.50	56106460020IFBAKZZWM		1 X Gazebo - Protection Services & Disaster Management	W/M	W/M	CRR	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	8,000
16.51	56106460020IFBALZZWM		2 X Pop-Up Banners - Protection Services & Disaster Management	W/M	W/M	CRR	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	8,000
16.52	69106460020IFBAMZZHO		Carpet Office Technical Services	HQ	H/Q	CRR	0	0	0	9,334	0	0	0	0	0	0	0	0	9,334	9,334	0	0
16.53	74106460020IFBANZZ02		2 x HIGH BACK OFFICE CHAIR ELECTRICAL - ALB	2	A/B	CRR	0	0	0	0	0	5,400	0	0	0	0	0	0	5,400	5,400	0	0
16.54	74106460020IFBAPZZ13		2 x HIGH BACK OFFICE CHAIR ELECTRICAL - RD	6,7,8	R/D	CRR	0	0	0	0	0	5,400	0	0	0	0	0	0	5,400	5,400	0	0
16.55	74106460020IFBAQZZ11		2 x HIGH BACK OFFICE CHAIR ELECTRICAL - HB	4,5	H/B	CRR	0	0	0	0	0	0	0	0	0	0	0	0	0	0	7,000	0
16.56	74106460020IFBARZZ10		2 x HIGH BACK OFFICE CHAIR ELECTRICAL - SB	1,3	S/B	CRR	0	0	0	0	0	0	0	0	0	0	0	0	0	0	7,000	0
16.57	40206460020IFBASZZ07		3 x Office Highback Chairs	7	R/D	CRR	0	0	0	0	0	5,481	0	4	4	4	4	3	5,500	5,500	0	0
16.58	40206460020IFBATZZ07		Filing Cabinets	7	R/D	CRR	0	0	0	0	0	30,447	0	1	1	1	1	-1	30,450	30,450	0	0
16.59	74106460020IFBAUZZ02		AIRCON ELECTRICAL OFFICE'S - ALB	2	A/B	CRR	0	0	0	0	0	7,528	0	2,494	2,494	2,494	2,494	2,496	20,000	20,000	0	0
16.60	40056460020IFBAVZZHO		New Carpets- Office of the CFO	HQ	H/Q	CRR	0	0	0	19,476	0	0	0	0	0	0	0	0	19,476	19,476	0	0
16.61	40156460020IFBAWZZHO		High Back Office Chair- Budget Office	HQ	H/Q	CRR	0	0	0	0	0	2,741	0	2	2	2	2	1	2,750	2,750	0	0
16.62	51106460020IFKP3ZZ13		1X Airconditioners- Thusong Centre- R/D	6,7,8	R/D	CRR	0	0	0	0	0	15,057	0	0	0	0	0	0	15,057	15,057	0	0

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16.63	40056460020IFBFUZZHO		PORTABLE SPEAKER OFFICE OF THE CFO	HQ	H/Q	CRR	0	0	0	0	2,942	0	0	12	12	12	12	10	3,000	3,000	0	0
16.64	21106460020IFM14ZZWM		1 X EXECUTIVE HIGH BACK CHAIR - MAYOR	W/M	W/M	CRR	0	0	0	0	0	0	0	4,000	4,000	4,000	4,000	4,000	20,000	20,000	0	0
16.65	30106460020IFAZ5ZZ06		BOARD PLANNERS - HR	6	R/D	CRR	0	0	0	0	0	0	0	400	400	400	400	400	2,000	2,000	0	0
16.66	40056460020IFAY8ZZ07		KETTLES - FINANCE	7	R/D	CRR	0	0	0	0	0	0	0	104	104	104	104	104	520	520	0	0
16.67	81106460020IFAY9ZZ07		FRIDGES - ENVIRONMENTAL MANAGEMENT	7	R/D	CRR	0	0	0	0	0	0	0	3,000	3,000	3,000	3,000	3,000	15,000	15,000	0	0
16.68	65106460020IFANEZZWM		OFFICE CHAIRS - CARAVAN PARKS	W/M	W/M	CRR	0	0	0	0	0	0	0	1,167	1,167	1,167	1,167	1,169	5,837	5,839	0	0
16.69	65106460020IFAY3ZZ10		KETTLES - ELLENSRUST	1,3	S/B	CRR	0	0	0	0	0	0	2,204	26	26	26	26	25	2,333	2,333	0	0
16.70	65256460020IFAY4ZZ10		KETTLES - PREEKSTOEL	1,3	S/B	CRR	0	0	0	0	0	0	2,204	26	26	26	26	25	2,333	2,333	0	0
16.71	65356460020IFAY5ZZ03		KETTLES - JONGENSFONTEIN	3	J/F	CRR	0	0	0	0	0	0	1,102	246	246	246	246	248	2,334	2,334	0	0
16.72	51106460020IFKP2ZZ13		Chairs Committee Room Thusong Centre	6,7,8	R/D	Loan	0	0	0	0	0	0	0	0	0	0	0	0	0	0	30,000	0
Furniture And Other Office Equipment Total							**0**	**27,168**	**36,928**	**120,848**	**499,695**	**412,121**	**9,069**	**97,340**	**97,340**	**97,340**	**97,340**	**97,342**	**119,874**		**1,592,581**	**421,300**	**524,300**
17.1	72106420420IFV11ZZWM	General Vehicles	SKIPLOADERS X 2 H/Q	W/M	W/M	CRR	0	0	0	0	0	0	0	0	0	0	0	0	0	0	400,000	0
17.2	74106420420IFV15ZZWM		LDV - ELECTRICITY-(CUSTOMISED) HQ	W/M	W/M	CRR	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	700,000

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17.3	55106456020IFJJ5ZZWM		1 X WATERTANK MOUNTED ON TRAILER - FIRE	W/M	W/M	CRR	0	0	0	0	0	0	0	0	0	0	0	0	0	0	100,000	0
17.4	81106456020IFJK1ZZWM		1 X MOTOR BOAT - ENVIRONMENTAL - TOWN PL	W/M	W/M	CRR	0	0	0	0	0	0	0	60,000	60,000	60,000	60,000	60,000	300,000	300,000	0	0
17.5	81106456020IFAE8ZZWM		1 X BOAT TRAILER - ENVIRONMENTAL - PLANN	W/M	W/M	CRR	0	0	0	0	0	0	0	0	0	0	0	0	0	0	50,000	0
17.6	81106420420IFBDFZZWM		1 x LDV 4x4 with canopy and roof racks - Env	W/M	W/M	CRR	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	700,000
17.7	55106420420IFBDGZZWM		Light Duty Vehicles - Fire Services (Heidelberg , Riversdale)	W/M	W/M	CRR	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	800,000
17.8	72906420420BBBDHZZ11		CIVIL SERVICES CAT DOZER D5B (1978) RD0065	4,5	H/B	Loan	0	0	0	5,942,916	0	0	0	0	0	0	0	1	5,942,917	5,942,916	0	0
17.9	62106420420IFBDJZZ10		REPLACE FORD COURIER 1.8 (1995) CCC12845 WITH NEW LDV	1,3	S/B	CRR	0	0	0	0	0	0	0	86,000	86,000	86,000	86,000	86,000	430,000	430,000	0	0
17.10	69906420420BBBDKZZ02		REPLACE CIVIL SERVICES LANDINI 7500 (2000) CES 2176 WITH NEW TRACTOR	2	A/B	Loan	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	600,000
17.11	74906420420IFBDLZZ11		REPLACE ELECTRICAL SERVICES TOYOTA HILUX 2.0 (2005) CCC 11519 WITH NEW LDW	4,5	H/B	CRR	0	0	0	0	0	0	0	86,000	86,000	86,000	86,000	86,000	430,000	430,000	0	0
17.12	73906420420IFBDMZZ11		REPLACE CIVIL SERVICES TATA LPT1518 (2005) CCC 11618	4,5	H/B	CRR	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1,800,000	0
17.13	40106420420IFBDNZZ10		REPLACE FINANCE (METER READERS) TOYOTA TAZZ 1.3 (2006) CCC 10706 WITH HATCHBACK TOYOTA	1,3	S/B	CRR	0	0	0	0	0	295,122	0	6	6	6	6	4	295,150	295,150	0	0

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17.14	54106420420IFBDPZZ11		REPLACE LAW ENFORCEMENT TOYOTA TAZZ 1.3 (2006) CCC 16891 WITH POOL CAR HATCHBACK TOYOTA	4,5	H/B	CRR	0	0	0	0	0	0	0	59,400	59,400	59,400	59,400	59,400	297,000	297,000	0	0
17.15	31106420420IFBDQZZ13		REPLACE PROPERTY MANAGEMENT TOYOTA TAZZ 1.3 (2006) CCC 7318 WITH POOL CAR HATCHBACK TOYOTA	6,7,8	R/D	CRR	0	0	0	0	0	0	0	59,400	59,400	59,400	59,400	59,400	297,000	297,000	0	0
17.16	69906420420IFBDRZZ10		REPLACE CIVIL SERVICES NISSAN (2006) CCC 5937 with LDV	1,3	S/B	CRR	0	0	0	0	0	0	0	86,000	86,000	86,000	86,000	86,000	430,000	430,000	0	0
17.17	71106420420IFBDSZZ04		REPLACE CIVIL SERVICES ISUZU FRR 500 (2006) CCC 12336	4	S/R	CRR	0	0	0	0	0	0	0	0	0	0	0	0	0	0	470,000	0
17.18	74906420420IFBDTZZ11		REPLACE ELECTRICAL SERVICES NISSAN NP300 3.0 (2007) CCC 11217 WITH NEW LDV	4,5	H/B	CRR	0	0	0	0	0	0	0	0	0	0	0	0	0	0	470,000	0
17.19	74906420420IFBDUZZ13		REPLACE ELECTRICAL SERVICES NISSAN NP300 3.0 (2007) CCC 13009 WITH NEW LDV	6,7,8	R/D	CRR	0	0	0	0	0	0	0	86,000	86,000	86,000	86,000	86,000	430,000	430,000	0	0
17.20	81106420420IFBDVZZ13		REPLACE ENVIRONMENTAL SERVICES ISUZU KB250 2.5 (2008) CCC 14426 WITH NEW LDV	6,7,8	R/D	CRR	0	0	0	0	0	0	0	0	0	0	0	0	0	0	470,000	0
17.21	70906420420IFBEFZZ13		REPLACE CIVIL SERVICES ISUZU KB200 2.0 (2008) CCC 14427	6,7,8	R/D	CRR	0	0	0	0	0	0	0	0	0	0	0	0	0	0	470,000	0
17.22	55106420420IFBDXZZ13		REPLACE FIRE SERVICES FORD RANGER 2.2 (2009) CCC 1835 with LDV	6,7,8	R/D	CRR	0	0	0	0	0	0	0	0	0	0	0	0	0	0	470,000	0
17.23	69906420420IFBDYZZ13		REPLACE CIVIL SERVICES (FLEET) FORD RANGER 2.2 (2009) CCC 2171 with 6MT LDV	6,7,8	R/D	CRR	0	0	0	0	0	0	0	0	0	0	0	0	0	0	470,000	0

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17.24	55106420420IFBDZZZ02		REPLACE FIRE SERVICES FORD RANGER 2.2 (2009) CCC 2172 with LDV	2	A/B	CRR	0	0	0	0	0	0	0	0	0	0	0	0	0	0	470,000	0
17.25	74906420420IFBEAZZ13		REPLACE ELECTRICAL SERVICES NISSAN NP300 2.5 (2010) CCC 5238 WITH LDV	6,7,8	R/D	CRR	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	500,000
17.26	69906420420IFBEBZZ11		REPLACE CIVIL SERVICES (FLEET) NISSAN NP300 2.5 (2010) CCC 5241 WITH LDV	4,5	H/B	CRR	0	0	0	0	0	0	0	86,000	86,000	86,000	86,000	86,000	430,000	430,000	0	500,000
17.27	40106420420IFBECZZ13		REPLACE FINANCE SERVICES VOLKSWAGEN POLO VIVO SEDAN 1.4 (2011) CCC 8204 WITH POOL HATCH	6,7,8	R/D	CRR	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	230,000
17.28	62926420420IFBEDZZ11		REPLACE CIVIL SERVICES NISSAN NP300 2.5 (2011) CCC 8376 WITH LDV	4,5	H/B	CRR	0	0	0	0	0	0	0	86,000	86,000	86,000	86,000	86,000	430,000	430,000	0	0
17.29	55106420420IFBEEZZ10		REPLACE FIRE SERVICES TOYOTA HILUX 3.0 (2011) CCC 6050 WITH LDV	1,3	S/B	CRR	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	500,000
17.30	70906420420IFBDWZZ13		REPLACE CIVIL SERVICES NISSAN NP300 2.5 (2012) CCC 8373	6,7,8	R/D	CRR	0	0	0	0	0	0	0	0	0	0	0	0	0	0	470,000	0
17.31	69906420420IFBEGZZ01		REPLACE CIVIL SERVICES NISSAN NP300 2.5 (2012) CCC 8837	1	G/M	CRR	0	0	0	0	0	0	0	0	0	0	0	0	0	0	470,000	0
17.32	53106420420IFBEHZZ13		REPLACE TRAFFIC SERVICES CHEVROLET AVEO 1.6 (2013) CCC 5928 WITH POOL HATCH	6,7,8	R/D	CRR	0	0	0	0	0	0	0	0	0	0	0	0	0	0	230,000	0
17.33	50106420420IFBEJZZ13		REPLACE COMMUNITY SERVICES TOYOTA ETIOS 1.5 (2013) CCC 7444 WITH POOL HATCH	6,7,8	R/D	CRR	0	0	0	0	0	0	0	0	0	0	0	0	0	0	230,000	0

No	Vote Number	Asset Class	Project description	Ward	Ref	Fund	JUL	AUG	SEP	OCT	NOV	DES	JAN	FEB	MAR	APR	MAY	JUN	TOTAL	Budget 2025/2026	Budget 2026/2027	Budget 2027/2028
17.34	65356420420IFBEKZZWM		REPLACE FLEET FORD RANGER 2.2 (2013) CCC 12314 WITH POOL LDV	W/M	W/M	CRR	0	0	0	0	0	0	0	0	0	0	0	0	0	0	470,000	0
17.35	69906420420IFBELZZ02		REPLACE CIVIL SERVICES FORD RANGER 2.2 (2013) CCC 5998 WITH LDV	2	A/B	CRR	0	0	0	0	0	0	0	0	0	0	0	0	0	0	470,000	0
17.36	70906420420IFBEMZZ10		REPLACE CIVIL SERVICES TOYOTA HILUX 2.5 (2013) CCC 10586 WITH LDV	1,3	S/B	CRR	0	0	0	0	0	0	0	0	0	0	0	0	0	0	470,000	0
17.37	73906420420IFBENZZ10		REPLACE CIVIL SERVICES TOYOTA HILUX 2.5 (2013) CCC 7748 WITH LDV	1,3	S/B	CRR	0	0	0	0	0	0	0	0	0	0	0	0	0	0	470,000	0
17.38	54106420420IFBEPZZ02		REPLACE LAW ENFORCEMENT TOYOTA HILUX 2.5 (2013) CCC 7583 WITH LDV	2	A/B	CRR	0	0	0	0	0	0	0	0	0	0	0	0	0	0	500,000	0
17.39	53106420420IFBESZZ11		REPLACE TRAFFIC SERVICES VOLKSWAGEN POLO VIVO SEDAN 1.6 (2014) CCC 18450 WITH HATCH XI	4,5	H/B	CRR	0	0	0	0	0	0	0	0	0	0	0	0	0	0	270,000	0
17.40	30106420420IFBERZZ13		REPLACE HUMAN RESOURCES MANAGEMENT TOYOTA ETIOS 1.5 (2014) CCC 2011 WITH POOL HATCH	6,7,8	R/D	CRR	0	0	0	0	0	0	0	0	0	0	0	0	0	0	270,000	0
17.41	53106420420IFBEQZZ11		REPLACE TRAFFIC SERVICES TOYOTA AVANZA 1.3 (2014) CCC19956 WITH HATCH XI	4,5	H/B	CRR	0	0	0	0	0	0	0	0	0	0	0	0	0	0	###	0
17.42	70906420420IFBETZZ13		REPLACE CIVIL SERVICES ISUZU KB250 2.5 (2014) CCC 15154 WITH LDV	6,7,8	R/D	CRR	0	0	0	0	0	0	0	0	0	0	0	0	0	0	470,000	0
17.43	55106420420IFANPZZWM		2 X FIRE FIGHTING TRAILERS WITH BAKKIE S	W/M	W/M	CRR	0	0	0	0	0	0	139,978	0	0	0	0	0	139,978	139,978	0	0
17.44	54106420420IFBEUZZ10		2 X BRANDED MOTORBIKES FOR LAW ENFORCEMENT	1,3	S/B	CRR	0	0	-7,700	-7,700	-7,700	-7,700	-7,700	199,700	-40,300	-40,300	-40,300	-40,300	0	0	0	0
17.45	73106420420IFBEVZZ04		Water Tanker	4	W/S	CRR	0	0	0	0	0	1,541,606	0	196,679	196,679	196,679	196,679	196,678	2,525,000	2,525,000	0	0
17.46	69906420420IFBEWZZ11		REPLACE CIVIL SERVICES ISUZU KB250 2.5 (2014) CCC 15642 WITH LDV	4,5	H/B	CRR	0	0	0	0	0	0	0	0	0	0	0	0	0	0	470,000	0

No	Vote Number	Asset Class	Project description	Ward	Ref	Fund	JUL	AUG	SEP	OCT	NOV	DES	JAN	FEB	MAR	APR	MAY	JUN	TOTAL	Budget 2025/2026	Budget 2026/2027	Budget 2027/2028
General Vehicles Total							**0**	**0**	**-7,700**	**5,935,216**	**-7,700**	**1,829,028**	**132,278**	**1,091,185**	**851,185**	**851,185**	**851,185**	**851,183**	**12,377,045**	**12,377,044**	**11,170,000**	**4,530,000**
18.1	65106460020IFANUZZWM	Other Assets	CROCKERY & CUTLERY - CARAVAN PARKS	W/M	W/M	CRR	0	0	0	17,326	0	0	0	0	0	0	0	0	17,326	17,326	5,000	20,000
18.2	40106470020IFLC9ZZHO		3 X ROUTEMASTER HANDHELD	HQ	H/Q	CRR	0	0	0	0	0	0	0	8,070	8,070	8,070	8,070	8,070	40,350	40,350	0	0
18.3	53106456020IFAUYZZ02		NEW MOTOR VEHICLE REGISTRATION SERVICE P	2	A/B	CRR	0	0	0	0	0	0	0	8,776	8,776	8,776	8,776	8,774	43,878	43,878	0	0
18.4	53106456020IFAUZZZ10		NEW MOTOR VEHICLE REGISTRATION SERVICE P	1,3	S/B	CRR	0	0	0	0	0	0	0	20,000	20,000	20,000	20,000	20,000	100,000	100,000	0	0
18.5	54106470020IFAT6ZZ07		Camera system N2 - Ward 7	7	R/D	CRR	0	0	0	0	0	44,291	0	15,142	15,142	15,142	15,142	15,141	120,000	120,000	150,000	200,000
Other Assets Total							**0**	**0**	**0**	**17,326**	**0**	**44,291**	**0**	**51,988**	**51,988**	**51,988**	**51,988**	**51,985**	**17,326**	**321,554**	**155,000**	**220,000**
19.1	52106473520IFANVZZ01	Other Land	FENCING HOUSING PROJECT - MHFN	1	S/B	CRR	0	0	0	0	0	0	0	200,000	200,000	200,000	200,000	200,000	1,000,000	1,000,000	0	0
19.2	60056473520IFATDZZ07		FENCING MEENTGROND- WARD 7	7	R/D	CRR	0	0	0	0	0	0	0	0	0	0	0	0	0	0	200,000	0
Other Land Total							**0**	**0**	**0**	**0**	**0**	**0**	**0**	**200,000**	**200,000**	**200,000**	**200,000**	**200,000**	**1,000,000**	**1,000,000**	**200,000**	**0**
20.1	55106456020IFAF7ZZWM	Plant & Equipment	HOSES - 65MM - FIRE	W/M	W/M	CRR	0	0	0	0	0	0	0	0	0	0	0	0	0	0	30,000	0
19.2	55106456020IFAG2ZZWM		NOZZLE - FIRE	W/M	W/M	CRR	0	0	0	0	0	0	0	0	0	0	0	0	0	0	15,000	0
19.3	55106456020IFAG6ZZWM		BRANDBLUSSERS (1KG & 1.6KG &2.5KG &4.5KG	W/M	W/M	CRR	0	0	0	0	0	0	0	0	0	0	0	0	0	0	5,000	0
19.4	55106456020IFZQ6ZZ13		20 X FIRE HYDRANTS - RIVERSDALE - FIRE	6,7,8	R/D	CRR	0	0	0	0	0	0	0	0	0	0	0	0	0	0	50,000	0
19.5	55106456020IFZQ7ZZ11		20 X FIRE HYDRANTS - HEIDELBERG - FIRE	4,5	H/B	CRR	0	0	0	0	0	0	0	0	0	0	0	0	0	0	50,000	0

No	Vote Number	Asset Class	Project description	Ward	Ref	Fund	JUL	AUG	SEP	OCT	NOV	DES	JAN	FEB	MAR	APR	MAY	JUN	TOTAL	Budget 2025/2026	Budget 2026/2027	Budget 2027/2028
19.6	55106456020IFZQ8ZZ10		20 X FIRE HYDRANTS - STILLBAAI - FIRE	1,3	S/B	CRR	0	0	0	0	0	0	0	0	0	0	0	0	0	0	50,000	0
19.7	55106456020IFZQ9ZZ02		20 X FIRE HYDRANTS - ALBERTINIA - FIRE	2	A/B	CRR	0	0	0	0	0	0	0	0	0	0	0	0	0	0	50,000	0
19.8	55106456020IFZR1ZZ04		20 X FIRE HYDRANTS - SLANGRIVIER - FIRE	4	S/R	CRR	0	0	0	0	0	0	0	0	0	0	0	0	0	0	50,000	0
19.9	55106456020IFZR3ZZ01		10 X FIRE HYDRANTS - GOURITSMOND - FIRE	1	G/M	CRR	0	0	0	0	0	0	0	0	0	0	0	0	0	0	50,000	0
19.10	55106456020IFZR4ZZ04		10 X FIRE HYDRANTS - WITSAND - FIRE	4	W/S	CRR	0	0	0	0	0	0	0	0	0	0	0	0	0	0	50,000	0
19.11	62056456020IFJC2ZZ13		WEEDEATERS - PARKS - RIV	6,7,8	R/D	CRR	0	0	0	0	0	0	0	4,000	4,000	4,000	4,000	4,000	20,000	20,000	0	0
19.12	62106456020IFJB2ZZ10		WALK BEHIND LAWN MOWER -	1,3	S/B	CRR	0	0	0	0	0	0	0	10,000	10,000	10,000	10,000	10,000	50,000	50,000	0	0
19.13	62106456020IFJC3ZZ10		WEEDEATERS - PARKS - S/B	1,3	S/B	CRR	0	0	0	0	0	0	0	4,000	4,000	4,000	4,000	4,000	20,000	20,000	20,000	0
19.14	62156456020IFJB5ZZ11		WALK BEHIND LAWN MOWER -	4,5	H/B	CRR	0	0	0	0	0	0	0	10,000	10,000	10,000	10,000	10,000	50,000	50,000	0	0
19.15	62156456020IFJC1ZZ11		WEEDEATERS - PARKS - HEI	4,5	H/B	CRR	0	0	0	0	0	0	0	4,000	4,000	4,000	4,000	4,000	20,000	20,000	20,000	0
19.16	62206456020IFJB9ZZ02		WEEDEATERS - PARKS - A/B	2	A/B	CRR	0	0	0	0	0	0	0	4,000	4,000	4,000	4,000	4,000	20,000	20,000	20,000	0
19.17	65256456020IFAPRZZ01		REPLACEMENT OF BOILER SYSTEMS AT PREEKST	1	S/B	CRR	0	0	0	0	0	0	0	0	0	0	0	0	0	0	200,000	0
19.18	69106456020IFAUNZZWM		5X CONCRETE MIXERS	W/M	W/M	CRR	0	0	0	0	0	0	0	58,000	58,000	58,000	58,000	58,000	290,000	290,000	0	0
19.19	69106456020IFJC7ZZ04		WEEDEATERS - PUBLIC WORK	4	S/R	CRR	0	0	0	0	0	0	0	4,000	4,000	4,000	4,000	4,000	20,000	20,000	20,000	0
19.20	69106456020IFJC8ZZ04		WEEDEATERS - PUBLIC WORK	4	W/S	CRR	0	0	0	0	0	0	0	4,000	4,000	4,000	4,000	4,000	20,000	20,000	20,000	0
19.21	69106456020IFJC9ZZ01		WEEDEATERS - PUBLIC WORK	1	G/M	CRR	0	0	0	0	0	0	0	4,000	4,000	4,000	4,000	4,000	20,000	20,000	20,000	0
19.22	69106456020IFJE8ZZWM		TOOLS - MECHANICAL - H/Q	W/M	W/M	CRR	0	0	0	0	92,179	0	0	0	0	0	0	0	92,179	92,179	0	0
19.23	69106456020IFJH7ZZWM		BRUSH CUTTERS 15M - PUBLI	W/M	W/M	CRR	0	0	0	0	0	0	0	9,000	9,000	9,000	9,000	9,000	45,000	45,000	0	0

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19.24	69106456020IFJK7ZZWM		TOOLS - PUBLIC WORKS - H/Q	W/M	W/M	CRR	0	0	35,392	34,967	20,756	0	999	1,577	1,577	1,577	1,577	1,578	100,000	100,000	0	200,000
19.25	70106456020IFJD2ZZWM		SEWERAGE RODS - H/Q	W/M	W/M	CRR	0	0	0	0	18,900	0	0	0	0	0	0	0	18,900	18,900	20,000	0
19.26	70106456020IFZF9ZZWM		LABORATORY EQUIPMENT - H/Q - SEWER	W/M	W/M	CRR	0	0	0	0	50,800	0	0	9,840	9,840	9,840	9,840	9,840	100,000	100,000	100,000	0
19.27	72106456020IFAV2ZZWM		DIGGER LOADER SOLID WASTE H/Q	W/M	W/M	CRR	0	0	1,553,850	0	0	0	0	0	0	0	0	0	1,553,850	1,553,850	0	0
19.28	73106456020IFAV1ZZWM		RADIO/ TELEMETRY HARDWARE	W/M	W/M	CRR	0	0	0	0	0	136,813	0	72,637	72,637	72,637	72,637	72,639	500,000	500,000	500,000	500,000
19.29	74106456020IFATEZZ13		WEEDEATERS - ELECTRICAL R/D	6,7,8	R/D	CRR	0	0	0	0	0	0	0	4,000	4,000	4,000	4,000	4,000	20,000	20,000	0	0
19.30	74106456020IFAUSZZ11		WEEDEATERS - ELECTRICAL H/B	4,5	H/B	CRR	0	0	0	0	0	0	0	4,000	4,000	4,000	4,000	4,000	20,000	20,000	0	0
19.31	74106456020IFAUUZZ10		CHAINSAW - ELECTRICAL S/B	1,3	S/B	CRR	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	20,000
19.32	74106456020IFAUVZZWM		POLE PRUNER - ELECTRICAL	W/M	W/M	CRR	0	0	0	0	0	0	0	4,000	4,000	4,000	4,000	4,000	20,000	20,000	0	0
19.33	74106456020IFJH8ZZWM		WALKIE-TALKIE RADIOS - EL	W/M	W/M	CRR	0	0	0	0	0	0	0	10,000	10,000	10,000	10,000	10,000	50,000	50,000	0	0
19.34	74106456020IFJJ9ZZWM		CABLE & FAULT DETECTOR - LOW & HIGH TENS	W/M	W/M	CRR	0	0	0	0	0	0	0	60,000	60,000	60,000	60,000	60,000	300,000	300,000	300,000	0
19.35	81106456020IFJK3ZZWM		CHAINSAWS-ENVIRONMENTAL - TOWN PLAN	W/M	W/M	CRR	0	0	0	0	0	0	0	2,900	2,900	2,900	2,900	2,900	14,500	14,500	0	0
19.36	55106456020IFZZ5ZZWM		5 X NAP SACK - FIRE	W/M	W/M	CRR	0	0	0	0	0	0	0	0	0	0	0	0	0	0	5,800	0
19.37	55106456020IFAF8ZZWM		HOSES û 38MM - FIRE	W/M	W/M	CRR	0	0	0	0	0	0	0	0	0	0	0	0	0	0	30,000	0
19.38	65256456020IFJC4ZZ01		WEEDEATERS - PREEKSTOEL	1	S/B	CRR	0	0	0	0	0	0	0	1,700	1,700	1,700	1,700	1,700	8,500	8,500	0	0

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19.39	81106456020IFJK4ZZWM		RAKE HOE - ENVIRONM. - PLANNING	W/M	W/M	CRR	0	0	0	0	0	0	0	0	0	0	0	0	0	0	10,000	0
19.40	81106456020IFZT3ZZWM		BRUSHCUTTER - ENVIRONM.	W/M	W/M	CRR	0	0	0	0	0	0	0	0	0	0	0	0	0	0	13,000	0
19.41	63156456020IFZR5ZZ11		Creepy Crawley Swimming Pool - Heidelberg	4,5	H/B	CRR	0	0	0	0	0	0	0	0	0	0	0	0	0	0	30,000	0
19.42	53106456020IFZS1ZZWM		Firearms/Handguns- Traffic	W/M	W/M	CRR	0	0	0	0	0	0	0	21,000	21,000	21,000	21,000	21,000	105,000	105,000	0	0
19.43	53106456020IFAHBZZWM		10 x Bullet proofs- Traffic	W/M	W/M	CRR	0	0	0	0	0	0	0	14,000	14,000	14,000	14,000	14,000	70,000	70,000	0	0
19.44	30106460020IFBAXZZWM		FLIPCHART HR	W/M	W/M	CRR	0	0	0	0	0	0	0	0	0	0	0	0	0	0	2,000	0
19.45	30106460020IFBAYZZWM		SHREDDER HR	W/M	W/M	CRR	0	0	0	0	0	0	0	0	0	0	0	0	0	0	30,000	0
19.46	30106460020IFBAZZZWM		ELECTRIC BINDING MACHINE HR	W/M	W/M	CRR	0	0	0	0	0	0	0	0	0	0	0	0	0	0	16,000	0
19.47	26106456020MMAX7ZZ03		CAPITAL MACHINERY & TOOLS_J/F NATURE RES	3	J/F	Prov	0	0	0	0	0	14,845	0	2,859	2,859	2,859	2,859	2,861	29,142	29,142	0	0
19.48	26106456020MMAX8ZZ01		CAPITAL MACHINERY & TOOLS_PAULINE BOHNEN	1	S/B	Prov	375	375	375	375	-186	-188	-188	-188	-188	-188	-188	-188	0	0	0	0
19.49	26106456020MMAXGZZ08		CAPITAL MACHINERY & TOOLS_R/D	8	R/D	Prov	0	0	0	0	0	0	0	1,944	1,944	1,944	1,944	1,943	9,719	9,719	0	0
19.50	26106456020MMBFFZZ04		WHALE INFO BOARDSWITSAND	4	W/S	Prov	0	0	0	0	0	0	0	1,644	1,644	1,644	1,644	1,642	8,218	8,218	0	0
19.51	26106456020MMBFGZZ03		TRAIL INFO BOARDSJONGENSFONTEIN	3	J/F	Prov	0	0	0	0	0	0	0	2,098	2,098	2,098	2,098	2,098	10,490	10,490	0	0
19.52	26106456020MMBFHZZ02		TRAIL INFO BOARDSGOURITSMOND	2	G/M	Prov	0	0	0	0	0	0	0	5,098	5,098	5,098	5,098	5,100	25,492	25,492	0	0
19.53	26106456020MMBFJZZ03		CAPITAL MACH/TOOLS SKULPIESBAAI NAT RES	3	S/B	Prov	0	0	0	0	43,942	0	0	0	0	0	0	1	43,943	43,943	0	0
19.54	26106456020MMBFKZZ04		CAPITAL MACHINERY & TOOLSW/S NAT RES	4	W/S	Prov	0	0	0	0	8,878	0	0	0	0	0	0	1	8,879	8,879	0	0

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19.55	26106456020MMBFLZZ01		CAP MACH/TOOLS TUIN OP DIE BRAK NAT GAR	1	S/B	Prov	0	0	0	0	0	0	0	283	283	283	283	285	1,417	1,417	0	0
19.56	62906456020IFBBAZZ13		Walk behind lawn mower - Parks - R/D	6,7,8	R/D	CRR	0	0	0	0	0	0	0	10,000	10,000	10,000	10,000	10,000	50,000	50,000	0	0
19.57	62936456020IFBBBZZ02		Walk behind lawn mower - Parks - A/B	2	A/B	CRR	0	0	0	0	0	0	0	10,000	10,000	10,000	10,000	10,000	50,000	50,000	0	0
19.58	62056456020IFBBCZZ13		Pole Pruner RD	6,7,8	R/D	CRR	0	0	0	0	0	0	0	4,000	4,000	4,000	4,000	4,000	20,000	20,000	0	0
19.59	70106456020IFBBDZZ02		High Pressure Spout- A/B	2	A/B	CRR	0	0	0	0	0	0	0	120,000	120,000	120,000	120,000	120,000	600,000	600,000	0	0
19.60	74106456020IFATFZZ10		Weedeaters - Electrical S/B	1,3	S/B	CRR	0	0	0	0	0	0	0	4,000	4,000	4,000	4,000	4,000	20,000	20,000	0	0
19.61	74106456020IFATGZZ02		Weedeaters - Electrical A/B	2	A/B	CRR	0	0	0	0	0	0	0	4,000	4,000	4,000	4,000	4,000	20,000	20,000	0	0
19.62	74106456020IFAUUZZ11		Chainsaw - Electrical H/B	4,5	H/B	CRR	0	0	0	0	0	0	0	4,000	4,000	4,000	4,000	4,000	20,000	20,000	0	0
19.63	74106456020IFATJZZ02		Chainsaw - Electrical A/B	2	A/B	CRR	0	0	0	0	0	0	0	4,000	4,000	4,000	4,000	4,000	20,000	20,000	0	0
19.64	81106456020IFZR9ZZWM		Drone - Environment	W/M	W/M	CRR	0	0	0	0	0	0	0	20,800	20,800	20,800	20,800	20,800	104,000	104,000	0	0
19.65	81106456020IFBBEZZWM		Replacement Cordless Drill	W/M	W/M	CRR	0	0	0	4,440	0	-875	0	7	7	7	7	7	3,600	3,600	0	0
19.66	81106456020IFBBFZZWM		Jackhammer	W/M	W/M	CRR	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
19.67	81106456020IFBBGZZWM		Walk behind lawn mower - Environment - TOB	W/M	W/M	CRR	0	0	15,000	0	0	0	0	0	0	0	0	0	15,000	15,000	0	0
19.68	35156456020IFBBHZZ11		Lawnmower x 3	4,5	H/B	CRR	0	0	0	0	0	0	0	4,520	4,520	4,520	4,520	4,520	22,600	22,600	0	0
19.69	35356456020IFBBJZZ01		Weedeaters x 3	1	S/B	CRR	0	0	0	0	0	0	0	3,600	3,600	3,600	3,600	3,600	18,000	18,000	0	0
19.70	69106456020IFBBKZZWM		Chain Saws (Riversdale, Albertinia, Stilbay, Heidelberg - R6000 per item)	W/M	W/M	CRR	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	24,000

No	Vote Number	Asset Class	Project description	Ward	Ref	Fund	JUL	AUG	SEP	OCT	NOV	DES	JAN	FEB	MAR	APR	MAY	JUN	TOTAL	Budget 2025/2026	Budget 2026/2027	Budget 2027/2028
19.71	69106456020IFBBLZZWM		Brash Cutters(Riversdale, Albertinia, Stilbay, Heidelberg - R5000 per item)	W/M	W/M	CRR	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	20,000
19.72	55106456020IFBBMZZWM		Rescue Tools Extrication - Fire Services	W/M	W/M	CRR	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	900,000
19.73	55106456020IFAG7ZZWM		EXTENSION LADDER IVECO - R/D - FIRE	W/M	W/M	CRRO	0	0	0	0	0	39,322	0	0	0	0	0	0	39,322	39,322	0	0
19.74	55106420420IFAZ1ZZ07		HEAVY DUTY TRUCK FOR WATER TANKER	7	R/D	CRR	0	0	0	0	0	0	0	300,000	300,000	300,000	300,000	300,000	1,500,000	1,500,000	0	0
19.75	74106420420IFAZ2ZZ07		CHERRY PICKER	7	R/D	CRR	0	0	0	0	0	0	0	320,000	320,000	320,000	320,000	320,000	1,600,000	1,600,000	0	0
19.76	55106420420IFBBNZZWM		Fisrt Responder Trailor - Fire Services	W/M	W/M	CRR	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	100,000
19.77	81106456020IFBBYZZWM		Battery Charger Kit- Environmental	W/M	W/M	CRR	0	0	4,750	0	0	0	0	750	750	750	750	750	8,500	8,500	0	0
Plant & Equipment Total							**375**	**375**	**1,609,367**	**39,782**	**235,268**	**189,918**	**812**	**1,144,070**	**1,144,070**	**1,144,070**	**1,144,070**	**1,144,078**	**7,796,251**	**7,796,251**	**1,796,800**	**1,804,000**
							666,384	**11,584,198**	**34,609,086**	**20,332,624**	**9,001,867**	**20,873,013**	**9,419,383**	**16,162,712**	**15,922,712**	**14,660,712**	**14,572,712**	**14,572,716**	**182,378,119**	**182,378,119**	**153,499,000**	**145,711,700**

Summary Capital per Ward

WARDS	2025/2026 Budget	2026/2027	2027/2028
Ward 1	6,751,792	5,494,212	580,000
Ward 2	9,649,612	30,115,000	20,382,000
Ward 3	23,165,958	13,580,000	1,180,000
Ward 4	9,832,097	5,660,000	14,605,000
Ward 5	4,851,150	4,301,150	4,500,000
Ward 6	2,002,250	4,260,000	2,000,000
Ward 7	5,000,364	3,759,000	3,538,100
Ward 8	9,719	0	0
Ward 9	8,000,000	7,820,000	0
Ward 7,8	0	0	0
Ward 6,7,8	77,252,060	22,356,038	21,152,400
Ward 5,9	0	0	0
Ward 4,5,9	0	0	0
Ward 1,3	9,221,708	15,417,000	19,520,000
HQ	2,243,911	314,500	73,000
Ward 6,8	0	0	0
Ward 4,5	10,385,036	11,187,000	18,800,000
WM	13,812,462	29,235,100	39,381,200
	182,178,119	**153,499,000**	**145,711,700**

TOWNS	2025/2026 Budget	2026/2027	2027/2028
Albertinia	9,609,685	30,115,000	20,382,000
Heidelberg	23,236,186	23,308,150	23,500,000
Witsand	2,020,000	590,000	65,000
Riversdal	84,464,393	30,375,038	26,690,500
Stilbaai	23,048,173	25,211,212	20,080,000
Jongensfontein	14,871,285	5,580,000	1,000,000
Gouritsmond	1,259,927	3,700,000	200,000
Slangrivier	7,812,097	5,070,000	14,340,000
Hessequa	16,056,373	29,549,600	39,454,200
	182,378,119	**153,499,000**	**145,711,700**

7. ANNEXURE 4: CIRCULAR 88 INDICATORS

Directorate	Title	C88 Reference	Reporting Cycle	Yr Trgt
Community Services	Number of approved demonstrations in the municipal area:	C18	Quarterly	0
Community Services	Number of protests reported	C25	Quarterly	-
Community Services	Number of business licenses approved:	C30	Quarterly	-
Community Services	Number of paid full-time firefighters employed by the municipality	C67	Quarterly	7
Community Services	Number of part-time and firefighter reservists in the service of the municipality	C68	Quarterly	19
Community Services	Number of 'displaced persons' to whom the municipality delivered assistance	C69	Quarterly	-
Community Services	Number of structural fires occurring in informal settlements	C73	Quarterly	-
Community Services	Number of dwellings in informal settlements affected by structural fires (estimate)	C74	Quarterly	-
Community Services	(1) Number of structural fire incidents where the attendance time was 14 minutes or less	FD1.11(1)	Quarterly	-
Community Services	(2) Total number of distress calls for structural fire incidents received	FD1.11(2)	Quarterly	-
	Please list the locality, date and cause of each incident of protest within the municipal area during the reporting period:	Q8.	Annually	-
Corporate Management	Number of signed performance agreements by the MM and section 56 managers:	C1	Quarterly	6
Corporate Management	Number of work stoppages occurring:	C10	Quarterly	-
Corporate Management	Number of litigation cases instituted by the municipality:	C11	Quarterly	-
Corporate Management	Number of litigation cases instituted against the municipality:	C12	Quarterly	-
Corporate Management	Number of forensic investigations instituted:	C13	Quarterly	-
Corporate Management	Number of forensic investigations concluded:	C14	Quarterly	-
Corporate Management	Number of days of sick leave taken by employees:	C15	Quarterly	931
Corporate Management	Number of temporary employees employed:	C17	Quarterly	139
Corporate Management	Number of ExCo or Mayoral Executive meetings held:	C2	Quarterly	4

Directorate	Title	C88 Reference	Reporting Cycle	Yr Trgt
Corporate Management	Number of permanent environmental health practitioners employed by the municipality:	C20	Quarterly	-
Corporate Management	Number of approved environmental health practitioner posts in the municipality	C21	Annually	-
Corporate Management	Number of Council meetings held:	C22	Quarterly	4
Corporate Management	Number of disciplinary cases for misconduct relating to fraud and corruption:	C23	Quarterly	-
Corporate Management	Number of council meetings disrupted	C24	Quarterly	-
Corporate Management	Number of Council portfolio committee meetings held:	C3	Quarterly	3
Corporate Management	Number of approved posts in the municipality with regard to municipal infrastructure:	C31	Annually	358
Corporate Management	Number of positions filled with regard to municipal infrastructure:	C32	Quarterly	323
Corporate Management	Number of months the Municipal Managers' position has been filled (not Acting):	C34	Quarterly	12
Corporate Management	Number of months the Chief Financial Officers' position has been filled (not Acting):	C35	Quarterly	12
Corporate Management	Number of vacant posts of senior managers:	C36	Quarterly	-
Corporate Management	Number of approved posts in the treasury and budget office:	C37	Annually	79
Corporate Management	Number of filled posts in the treasury and budget office:	C38	Quarterly	68
Corporate Management	Number of approved posts in the development and planning department:	C39	Annually	24
Corporate Management	Number of filled posts in the development and planning department	C40	Quarterly	21
Corporate Management	Number of approved engineer posts in the municipality:	C41	Annually	12
Corporate Management	Number of registered engineers employed in approved posts	C42	Quarterly	-
Corporate Management	Number of engineers employed in approved posts:	C43	Quarterly	11
Corporate Management	Number of disciplinary cases in the municipality:	C44	Quarterly	6
Corporate Management	Number of finalised disciplinary cases:	C45	Quarterly	3
Corporate Management	Number of approved waste management posts in the municipality:	C46	Annually	117
Corporate Management	Number of waste management posts filled:	C47	Quarterly	107

Directorate	Title	C88 Reference	Reporting Cycle	Yr Trgt
Corporate Management	Number of approved electrician posts in the municipality:	C48	Annually	9
Corporate Management	Number of electricians employed in approved posts:	C49	Quarterly	9
Corporate Management	Number of recognised traditional leaders within your municipal boundary	C5	Annually	-
Corporate Management	Number of approved water and wastewater management posts in the municipality:	C50	Annually	73
Corporate Management	Number of filled water and wastewater management posts:	C51	Quarterly	61
Corporate Management	Number of maintained sports facilities	C52	Annually	9
Corporate Management	Number of municipality-owned community halls	C54	Annually	15
Corporate Management	Number of formal (minuted) meetings between the Mayor, Speaker and MM were held to deal with municipal matters:	C6	Quarterly	12
Corporate Management	Number of councillors completed training:	C8	Quarterly	1
Corporate Management	Number of meetings of the Executive or Mayoral Committee postponed due to lack of quorum	C89	Quarterly	-
Corporate Management	Number of municipal officials completed training:	C9	Quarterly	71
Corporate Management	Number of agenda items deferred to the next council meeting	C92	Quarterly	-
Corporate Management	Number of awards made in terms of SCM Reg 32	C93	Quarterly	-
Corporate Management	(1) R-value of municipal skills development levy recovered	GG1.1(1)	Quarterly	-
Corporate Management	(2) R-value of the total qualifying value of the municipal skills development levy	GG1.1(2)	Quarterly	-
Corporate Management	(1) Sum of standard working days, in the reporting period, that each S56 and S57 post was occupied by a fully appointed official (not suspended or vacant) with a valid signed contract and performance agreement)	GG1.2(1)	Quarterly	-
Corporate Management	(2) Aggregate working days for all S56 and S57 Posts	GG1.2(2)	Quarterly	-
Corporate Management	(1) The number of employee posts on the approved organisational structure	GG1.21(1)	Quarterly	-
Corporate Management	(2) The number of permanent employees in the municipality	GG1.21(2)	Quarterly	-
Corporate Management	(1) Number of vacant posts filled within 3 months since the date (dd/mm/yyyy) of authority to proceed with filling the vacancy	GG1.22(1)	Quarterly	-
Corporate Management	(2) Number of vacant posts that have been filled	GG1.22(2)	Quarterly	-

Directorate	Title	C88 Reference	Reporting Cycle	Yr Trgt
Corporate Management	(1) Number of councillors that have declared their financial interests	GG3.12(1)	**Quarterly**	-
Corporate Management	(2) Total number of municipal councillors	GG3.12(2)	**Quarterly**	-
Corporate Management	(1) The sum total of councillor attendance of all council meetings	GG4.1(1)	**Quarterly**	-
Corporate Management	(2) The total number of council meetings	GG4.1(2)	**Quarterly**	-
Corporate Management	(3) The total number of councillors in the municipality	GG4.1(3)	**Quarterly**	-
Corporate Management	(1) Simple count of the number of active suspensions in the municipality lasting more than three months	GG5.11(1)	**Quarterly**	-
Corporate Management	(1) Sum of the salary bill for all suspended officials for the reporting period	GG5.12(1)	**Quarterly**	-
Corporate Management	(1) Sum of hours booked across all community halls in the period of assessment	HS3.5(1)	**Quarterly**	-
Corporate Management	(2) Sum of available hours for all community halls in the period of assessment.	HS3.5(2)	**Quarterly**	-
Corporate Management	(1) Total number of library visits	HS3.6(1)	**Quarterly**	-
Corporate Management	(2) Count of municipal libraries	HS3.6(2)	**Quarterly**	-
Corporate Management	Has a report by the Executive Committee on all decisions it has taken been submitted to Council this financial year?	Q25.	**Annually**	-
Corporate Management	What are the main causes of work stoppage in the past quarter by type of stoppage?	Q4.	**Annually**	-
Corporate Management	When was the last scientifically representative community feedback survey undertaken in the municipality?	Q6.	**Annually**	-
Corporate Management	What are the biggest causes of complaints or dissatisfaction from the community feedback survey? Indicate the top four issues in order of priority.	Q7.	**Annually**	-
Development Planning	Number of approved applications for rezoning a property for commercial purposes:	C29	**Quarterly**	**6**
Development Planning	Number of SMMEs and informal businesses benefitting from municipal digitisation support programmes rolled out directly or in partnership with other stakeholders	C76	**Quarterly**	-
Development Planning	Number of building plans submitted for review	C84	**Quarterly**	**928**
Development Planning	(1) Total land area in hectares classified as "biodiversity priority areas"	ENV4.11(1)	**Quarterly**	-
Development Planning	(2) Total municipal area in hectares	ENV4.11(2)	**Quarterly**	-
Development Planning	(1) Sum of the total working days per business application finalised	LED3.11(1)	**Quarterly**	-

Directorate	Title	C88 Reference	Reporting Cycle	Yr Trgt
Development Planning	(2) Number of business applications finalised	LED3.11(2)	Quarterly	-
Development Planning	Does the Municipality have a dedicated SMME support unit or facility in place either directly or in partnership with a relevant role-player?	Q17.	Annually	-
Development Planning	What economic incentive policies adopted by Council does the municipality have by date of adoption?	Q18.	Annually	-
Development Planning	What is the number of steps a business must comply with when applying for a construction permit before final document is received?	Q20.	Annually	-
Development Planning	Does the municipality have an approved LED Strategy?	Q3.	Annually	-
Finance	R-value of all tenders awarded	C26	Quarterly	44375260
Finance	Number of all awards made in terms of Section 36 of the MFMA Municipal Supply Chain Management Regulations:	C27	Quarterly	85
Finance	R-value of all awards made in terms of Section 36 of the MFMA Municipal Supply Chain Management Regulations:	C28	Quarterly	11902516
Finance	Number of tenders over R200 000 awarded:	C33	Quarterly	30
Finance	Total number of sewer connections	C60	Annually	13287
Finance	Total number of chemical toilets in operation	C61	Quarterly	-
Finance	Total number of Ventilation Improved Pit Toilets (VIPs)	C62	Annually	-
Finance	Total volume of water delivered by water trucks	C63	Quarterly	-
Finance	Number of procurement processes where disputes were raised	C71	Quarterly	13
Finance	B-BBEE Procurement Spend on Empowering Suppliers that are at least 51% black owned based	C77	Quarterly	8043393
Finance	B-BBEE Procurement Spend on Empowering Suppliers that are at least 30% black women owned	C78	Quarterly	3542268
Finance	B-BBEE Procurement Spend from all Empowering Suppliers based on the B-BBEE Procurement	C79	Quarterly	27322156
Finance	Number of households in the municipal area registered as indigent	C86	Quarterly	5433
Finance	Number of requests approved for deviation from approved procurement plan	C94	Quarterly	12
Finance	Number of residential properties in the billing system	C95	Annually	13977
Finance	Number of non-residential properties in the billing system	C96	Annually	7136

Directorate	Title	C88 Reference	Reporting Cycle	Yr Trgt
Finance	Number of properties in the valuation roll	C97	**Annually**	**21113**
Finance	Number of building plan applications approved	C98	**Quarterly**	**928**
Finance	(1) Electricity Purchases in kWh	EE4.4(1)	**Quarterly**	-
Finance	(2) Electricity Sales in kWh	EE4.4(2)	**Quarterly**	-
Finance	(1) Number of informal settlements receiving waste handling services	ENV3.11(1)	**Quarterly**	-
Finance	(2) The total number of recognised informal settlements	ENV3.11(2)	**Quarterly**	-
Finance	(1) Total expenditure (operating + capital)	FM1.1(1)	**Quarterly**	-
Finance	(2) Total budget (operating + capital)	FM1.1(2)	**Quarterly**	-
Finance	(1) Actual Capital Expenditure	FM1.11(1)	**Quarterly**	-
Finance	(2) Budgeted Capital Expenditure	FM1.11(2)	**Quarterly**	-
Finance	(1) Actual Operating Expenditure	FM1.12(1)	**Quarterly**	-
Finance	(2) Budgeted Operating Expenditure	FM1.12(2)	**Quarterly**	-
Finance	(1) Actual Operating Revenue	FM1.13(1)	**Quarterly**	-
Finance	(2) Budgeted Operating Revenue	FM1.13(2)	**Quarterly**	-
Finance	(1) Actual Service Charges Revenue	FM1.14(1)	**Quarterly**	-
Finance	(2) Actual Property Rates Revenue	FM1.14(2)	**Quarterly**	-
Finance	(3) Budgeted Service Charges and Property Rates Revenue	FM1.14(3)	**Quarterly**	-
Finance	(1) Municipal funded budget self-assessment outcome	FM1.21(1)	**Quarterly**	-
Finance	(1) Debt (Short Term Borrowing + Bank Overdraft + Short Term Lease + Long Term Borrowing + Long Term Lease)	FM2.1(1)	**Quarterly**	-
Finance	(2) Total Operating Revenue	FM2.1(2)	**Quarterly**	-
Finance	(3) Operating Conditional Grant	FM2.1(3)	**Quarterly**	-
Finance	(1) Cash backed reserves (previous year)	FM2.2(1)	**Quarterly**	-

Directorate	Title	C88 Reference	Reporting Cycle	Yr Trgt
Finance	(2) Cash backed reserves (current year)	FM2.2(2)	Quarterly	-
Finance	(1) Actual Cash and Cash Equivalents	FM2.21(1)	Quarterly	-
Finance	(2) Long Term Investment	FM2.21(2)	Quarterly	-
Finance	(3) Unspent grants	FM2.21(3)	Quarterly	-
Finance	(4) Statutory requirement	FM2.21(4)	Quarterly	-
Finance	(5) Working capital requirements	FM2.21(5)	Quarterly	-
Finance	(6) Other provisions	FM2.21(6)	Quarterly	-
Finance	(7) Long term investment committed	FM2.21(7)	Quarterly	-
Finance	(8) Reserves to be cash backed	FM2.21(8)	Quarterly	-
Finance	(1) Cash and cash equivalent (Current year)	FM3.1(1)	Quarterly	-
Finance	(2) Cash and cash equivalent (Previous year)	FM3.1(2)	Quarterly	-
Finance	(1) Cash and cash equivalent	FM3.11(1)	Quarterly	-
Finance	(2) Unspent Conditional Grants	FM3.11(2)	Quarterly	-
Finance	(3) Overdraft	FM3.11(3)	Quarterly	-
Finance	(4) Short Term Investment	FM3.11(4)	Quarterly	-
Finance	(5) Monthly Fixed Operational Expenditure excluding (Depreciation, Amortisation, Provision for Bad Debts, Impairment and Loss on Disposal of Assets)	FM3.11(5)	Quarterly	-
Finance	(1) Current assets	FM3.12(1)	Quarterly	-
Finance	(2) Current liabilities	FM3.12(2)	Quarterly	-
Finance	(1) Cash and cash equivalents	FM3.13(1)	Quarterly	-
Finance	(2) Trade payables	FM3.13(2)	Quarterly	-
Finance	(1) Cash and cash equivalents	FM3.14(1)	Quarterly	-

Directorate	Title	C88 Reference	Reporting Cycle	Yr Trgt
Finance	(2) Current liabilities	FM3.14(2)	Quarterly	-
Finance	(1) Irregular expenditure (previous year)	FM4.1(1)	Quarterly	-
Finance	(2) Fruitless and Wasteful expenditure (previous year)	FM4.1(2)	Quarterly	-
Finance	(3) Unauthorised expenditure (previous year)	FM4.1(3)	Quarterly	-
Finance	(4) Irregular expenditure (current year)	FM4.1(4)	Quarterly	-
Finance	(5) Fruitless and Wasteful expenditure (current year)	FM4.1(5)	Quarterly	-
Finance	(6) Unauthorised expenditure (current year)	FM4.1(6)	Quarterly	-
Finance	(1) Irregular expenditure	FM4.11(1)	Quarterly	-
Finance	(2) Fruitless and Wasteful expenditure	FM4.11(2)	Quarterly	-
Finance	(3) Unauthorised expenditure	FM4.11(3)	Quarterly	-
Finance	(4) Total Operating Expenditure	FM4.11(4)	Quarterly	-
Finance	(1)Employee Related Costs	FM4.2(1)	Quarterly	-
Finance	(2) Councillors' Remuneration	FM4.2(2)	Quarterly	-
Finance	(3) Total Operating Expenditure	FM4.2(3)	Quarterly	-
Finance	(1) Contracted Services	FM4.3(1)	Quarterly	-
Finance	(2) Total Operating Expenditure	FM4.3(2)	Quarterly	-
Finance	(1) Trade Creditors Outstanding	FM4.31(1)	Quarterly	-
Finance	(2) Credit purchases (operating and capital)	FM4.31(2)	Quarterly	-
Finance	(3) Number of days in the reporting year to date	FM4.31(3)	Quarterly	-
Finance	(1) Internally Generated Funds (current year)	FM5.1(1)	Quarterly	-
Finance	(2) Borrowings (current year)	FM5.1(2)	Quarterly	-
Finance	(3) Internally Generated Funds (previous year)	FM5.1(3)	Quarterly	-

Directorate	Title	C88 Reference	Reporting Cycle	Yr Trgt
Finance	(4) Borrowings (previous year)	FM5.1(4)	Quarterly	-
Finance	(1) Internally Generated Funds	FM5.11(1)	Quarterly	-
Finance	(2) Borrowings	FM5.11(2)	Quarterly	-
Finance	(3) Total Capital Expenditure	FM5.11(3)	Quarterly	-
Finance	(1) Total Capital Transfers (provincial and national capital conditional grants)	FM5.12(1)	Quarterly	-
Finance	(2) Total Capital Expenditure	FM5.12(2)	Quarterly	-
Finance	(1) Total costs of Renewal and Upgrading of Existing Assets (current year)	FM5.2(1)	Quarterly	-
Finance	(2) Total costs of Renewal and Upgrading of Existing Assets (previous year)	FM5.2(2)	Quarterly	-
Finance	(1) Total costs of Renewal and Upgrading of Existing Assets	FM5.21(1)	Quarterly	-
Finance	(2) Total Capital Expenditure	FM5.21(2)	Quarterly	-
Finance	(1) Total costs of Renewal and Upgrading of Existing Assets	FM5.22(1)	Quarterly	-
Finance	(2) Depreciation	FM5.22(2)	Quarterly	-
Finance	(3) Asset impairment)	FM5.22(3)	Quarterly	-
Finance	(1) Repairs and maintenance expenditure (current year)	FM5.3(1)	Quarterly	-
Finance	(2) Repairs and maintenance expenditure (previous year)	FM5.3(2)	Quarterly	-
Finance	(1) Total Repairs and Maintenance Expenditure	FM5.31(1)	Quarterly	-
Finance	(2) Property, Plant and Equipment	FM5.31(2)	Quarterly	-
Finance	(3) Investment Property (Carrying Value)	FM5.31(3)	Quarterly	-
Finance	(1) Number of awarded tenders published on the municipality's website	FM6.12(1)	Quarterly	-
Finance	(2) Number of awarded tenders	FM6.12(2)	Quarterly	-
Finance	(1) Number of tenders cancelled	FM6.13(1)	Quarterly	-
Finance	(2) Total number of tenders advertised and closed	FM6.13(2)	Quarterly	-

Directorate	Title	C88 Reference	Reporting Cycle	Yr Trgt
Finance	(1) Gross consumer debtors (previous year)	FM7.1(1)	Quarterly	-
Finance	(2) Gross consumer debtors (current year	FM7.1(2)	Quarterly	-
Finance	(1) Gross Debtors	FM7.11(1)	Quarterly	-
Finance	(2) Bad Debt Provision	FM7.11(2)	Quarterly	-
Finance	(3) Billed Revenue	FM7.11(3)	Quarterly	-
Finance	(4) Number of days in the reporting period year to date	FM7.11(4)	Quarterly	-
Finance	(1) Gross Debtors Opening Balance	FM7.12(1)	Quarterly	-
Finance	(2) Billed Revenue	FM7.12(2)	Quarterly	-
Finance	(3) Gross Debtors Closing Balance	FM7.12(3)	Quarterly	-
Finance	(4) Bad Debts Written Off	FM7.12(4)	Quarterly	-
Finance	(1) Total Revenue Excluding Capital Grants (current year)	FM7.2(1)	Quarterly	-
Finance	(2) Total Revenue Excluding Capital Grants (previous year)	FM7.2(2)	Quarterly	-
Finance	(1)Total Operating Revenue	FM7.3(1)	Quarterly	-
Finance	(2)Total Operating Expenditure	FM7.3(2)	Quarterly	-
Finance	(1) Total Electricity Revenue	FM7.31(1)	Quarterly	-
Finance	(2) Total Electricity Expenditure	FM7.31(2)	Quarterly	-
Finance	(1)Total Water Revenue	FM7.32(1)	Quarterly	-
Finance	(2) Total Water Expenditure	FM7.32(2)	Quarterly	-
Finance	(1) Total Sanitation and Waste Water Revenue	FM7.33(1)	Quarterly	-
Finance	(2) Total Sanitation and Waste Water	FM7.33(2)	Quarterly	-
Finance	(1) Total Refuse Revenue	FM7.34(1)	Quarterly	-
Finance	(2) Total Refuse Expenditure	FM7.34(2)	Quarterly	-

Directorate	Title	C88 Reference	Reporting Cycle	Yr Trgt
Finance	(1) R-value of operating expenditure on contracted services within the municipal area	LED1.11(1)	Quarterly	-
Finance	(2) Total municipal operating expenditure on contracted services	LED1.11(2)	Quarterly	-
Finance	(1) R-value of operating budget expenditure on free basic services	LED2.12(1)	Quarterly	-
Finance	(2) Total operating budget for the municipality	LED2.12(2)	Quarterly	-
Finance	(1) Sum of the number of days from the point of advertising a tender in terms of the 80/20 procurement process to the issuing of the letter of award	LED3.31(1)	Quarterly	-
Finance	(2) Total number of 80/20 tenders awarded as per the procurement process	LED3.31(2)	Quarterly	-
Finance	(1) Number of municipal payments within 30-days of complete invoice receipt made to service providers	LED3.32(1)	Quarterly	-
Finance	(2) Total number of complete invoices received (30 days or older)	LED3.32(2)	Quarterly	-
Finance	Is the municipal supplier database aligned with the Central Supplier Database?	Q19.	Annually	-
MM Office	Number of recognised traditional and Khoi-San leaders in attendance (sum of) at all council meetings:	C19	Quarterly	-
MM Office	Number of MPAC meetings held:	C4	Quarterly	4
MM Office	Number of formal (minuted) meetings - to which all senior managers were invited- held:	C7	Quarterly	12
MM Office	(1) Functional ward committees	GG2.1(1)	Quarterly	-
MM Office	(2) Total number of wards	GG2.1(2)	Quarterly	-
MM Office	(1) Total number of ward committees with 6 or more members	GG2.11(1)	Quarterly	-
MM Office	(2) Total number of wards	GG2.11(2)	Quarterly	-
MM Office	(1) Number of councillor convened ward community meetings	GG2.12(1)	Quarterly	-
MM Office	(2) Total number of wards in the municipality	GG2.12(2)	Quarterly	-
MM Office	Does the municipality have an approved Performance Management Framework?	Q1.	Annually	-
MM Office	Is there a dedicated position responsible for internal audits?	Q10.	Annually	-
MM Office	Is the internal audit position filled or vacant?	Q11.	Annually	-

Directorate	Title	C88 Reference	Reporting Cycle	Yr Trgt
MM Office	Has an Audit Committee been established? If so, is it functional?	Q12.	**Annually**	-
MM Office	Has the internal audit plan been approved by the Audit Committee?	Q13.	**Annually**	-
MM Office	Has an Internal Audit Charter and Audit Committee charter been approved and adopted?	Q14.	**Annually**	-
MM Office	Does the internal audit plan set monthly targets?	Q15.	**Annually**	-
MM Office	How many monthly targets in the internal audit plan were not achieved?	Q16.	**Annually**	-
MM Office	Has the IDP been adopted by Council by the target date?	Q2.	**Annually**	-
MM Office	Please list the name of the structure and date of every meeting of an official IGR structure that the municipality participated in this quarter:	Q22	**Annually**	-
MM Office	Where is the organisational responsibility for the IGR support function located within the municipality (inclusive of the reporting line)?	Q23.	**Annually**	-
MM Office	Is the MPAC functional? List the reasons why if the answer is not 'Yes'.	Q24.	**Annually**	-
MM Office	How many public meetings were held in the last quarter at which the Mayor or members of the Mayoral/Executive committee provided a report back to the public?	Q5.	**Annually**	-
MM Office	Does the municipality have an Internal Audit Unit?	Q9.	**Annually**	-
Technical Services	Number of customers provided with an alternative energy supply (e.g. LPG or paraffin or biogel according to supply level standards)	C56	**Quarterly**	-
Technical Services	Number of registered electricity consumers with a mini grid-based system in the municipal service area	C57	**Quarterly**	**131**
Technical Services	Total non-technical electricity losses in MWh (estimate)	C58	**Quarterly**	**5933**
Technical Services	Number of municipal buildings that consume renewable energy	C59	**Quarterly**	**5**
Technical Services	(1) Number of new residential supply points energised by the municipality	EE1.11(1)	**Quarterly**	-
Technical Services	(1) Number of unplanned outages restored within x hours	EE3.11(1)	**Quarterly**	-
Technical Services	(2) Total number of unplanned outages	EE3.11(2)	**Quarterly**	-
Technical Services	(1) Actual number of maintenance 'jobs' for planned or preventative maintenance	EE3.21(1)	**Quarterly**	-
Technical Services	(2) Budgeted number of maintenance 'jobs' for planned or preventative maintenance	EE3.21(2)	**Quarterly**	-
Technical Services	(1) Number of inland water sample tests within the 'targeted range' for intermediate contact recreational water use	ENV5.2(1)	**Quarterly**	-

Directorate	Title	C88 Reference	Reporting Cycle	Yr Trgt
Technical Services	(2) Total number of sample tests undertaken	ENV5.2(2)	Quarterly	-
Technical Services	(1) Number of official complaints responded to according to municipal norms and standards	GG2.31(1)	Quarterly	-
Technical Services	(2) Number of official complaints received	GG2.31(2)	Quarterly	-
Technical Services	(1) Number of available municipal burial plots in active municipal cemeteries	HS3.7(1)	Quarterly	-
Technical Services	(2) Total capacity of all burial plots in active municipal cemeteries	HS3.7(2)	Quarterly	-
Technical Services	(1) Number of work opportunities provided by the municipality through the Expanded Public Works Programme	LED1.21(1)	Quarterly	-
Technical Services	(2) Number of work opportunities provided through the Community Works Programme and other related infrastructure initiatives.	LED1.21(2)	Quarterly	-
Technical Services	(1) Kilometres of municipal road graded	TR6.11(1)	Quarterly	-
Technical Services	(2) Kilometres of unsurfaced road network	TR6.11(2)	Quarterly	-
Technical Services	(1) Kilometres of municipal road lanes resurfaced and resealed	TR6.12(1)	Quarterly	-
Technical Services	(2) Kilometres of surfaced municipal road lanes	TR6.12(2)	Quarterly	-
Technical Services	(1) Number of kilometres of surfaced road network built	TR6.13(1)	Quarterly	-
Technical Services	(2) Number of kilometres of unsurfaced road network built	TR6.13(2)	Quarterly	-
Technical Services	(1) Number of potholes reported	TR6.2(1)	Quarterly	-
Technical Services	(2) Kilometres of surfaced municipal road network	TR6.2(2)	Quarterly	-
Technical Services	(1) Number of pothole complaints resolved within the standard time after being reported	TR6.21(1)	Quarterly	-
Technical Services	(2) Number of potholes reported	TR6.21(2)	Quarterly	-
Technical Services	(1) Number of new sewer connections to consumer units	WS1.11(1)	Quarterly	-
Technical Services	(2) Number of new sewer connections to communal toilet facilities.	WS1.11(2)	Quarterly	-
Technical Services	(1) Number of new water connections to piped (tap) water	WS2.11(1)	Quarterly	-
Technical Services	(2) Number of new water connections to public/communal facilities.	WS2.11(2)	Quarterly	-

Directorate	Title	C88 Reference	Reporting Cycle	Yr Trgt
Technical Services	(1) Number of blockages in sewers that occurred	WS3.1(1)	Quarterly	-
Technical Services	(2) Total sewer length in KMs	WS3.1(2)	Quarterly	-
Technical Services	(1) Number of callouts responded to within 48 hours (sanitation/wastewater)	WS3.11(1)	Quarterly	-
Technical Services	(2) Total number of callouts (sanitation/wastewater)	WS3.11(2)	Quarterly	-
Technical Services	(1) Number of water mains failures (including failures of valves and fittings	WS3.2(1)	Quarterly	-
Technical Services	(2) Total mains length (water) in KMs	WS3.2(2)	Quarterly	-
Technical Services	(1) Number of callouts responded to within 48 hours (water)	WS3.21(1)	Quarterly	-
Technical Services	(2) Total water service callouts received	WS3.21(2)	Quarterly	-
Technical Services	(1) Number of unplanned water service interruptions	WS3.3(1)	Quarterly	-
Technical Services	(2) Total number of water service connections	WS3.3(2)	Quarterly	-
Technical Services	(1) Number of water sample tests that complied with SANS 241 requirements	WS4.1(1)	Quarterly	-
Technical Services	Total number of water sample tests undertaken	WS4.1(2)	Quarterly	-
Technical Services	(1) Number of wastewater samples tested per determinant that meet compliance to specified water use license requirements	WS4.2(1)	Quarterly	-
Technical Services	(2) Total wastewater samples tested for all determinants over the municipal financial year	WS4.2(2)	Quarterly	-
Technical Services	(1) Number of Kilolitres Water Purchased or Purified	WS5.1(1)	Quarterly	-
Technical Services	(2) Number of kilolitres of water sold	WS5.1(2)	Quarterly	-
Technical Services	(1) System input volume	WS5.2(1)	Quarterly	-
Technical Services	(2) Authorised consumption	WS5.2(2)	Quarterly	-
Technical Services	(3) Number of service connections	WS5.2(3)	Quarterly	-
Technical Services	(1) Number of water connections metered	WS5.31(1)	Quarterly	-
Technical Services	(2) Number of connections unmetered	WS5.31(2)	Quarterly	-
Technical Services	(1) 1.a Direct use of treated municipal wastewater (not including irrigation)	WS5.4(1)	Quarterly	-

Directorate	Title	C88 Reference	Reporting Cycle	Yr Trgt
Technical Services	(2) 1.b Direct use of treated municipal wastewater for irrigation purposes	WS5.4(2)	**Quarterly**	-
Technical Services	(3) System input volume	WS5.4(3)	**Quarterly**	-
	(3) Reporting quarter	GG2.12(3)	**Quarterly**	-

INDICATOR ASSIGNMENT	A1 Indicator name	A7 Frequency of reporting	B CODE
C1 (GG)	Number of signed performance agreements by the MM and section 56 managers:	Quarterly	C1 (GG)(1)
C2 (GG)	Number of ExCo or Mayoral Executive meetings held:	Quarterly	C2 (GG)(1)
C3 (GG)	Number of Council portfolio committee meetings held:	Quarterly	C3 (GG)(1)
C4 (GG)	Number of MPAC meetings held:	Quarterly	C4 (GG)(1)
C5 (GG)	Number of recognised traditional leaders within your municipal boundary	Annual	C5 (GG)(1)
C6 (GG)	Number of formal (minuted) meetings between the Mayor, Speaker and MM were held to deal with municipal matters:	Quarterly	C6 (GG)(1)
C7 (GG)	Number of formal (minuted) meetings - to which all senior managers were invited- held:	Quarterly	C7 (GG)(1)
C8 (GG)	Number of councillors completed training:	Quarterly	C8 (GG)(1)
C9 (GG)	Number of municipal officials completed training:	Quarterly	C9 (GG)(1)
C10 (GG)	Number of work stoppages occurring:	Quarterly	C10 (GG)(1)
C11 (GG)	Number of litigation cases instituted by the municipality:	Quarterly	C11 (GG)(1)
C12 (GG)	Number of litigation cases instituted against the municipality:	Quarterly	C12 (GG)(1)
C13 (GG)	Number of forensic investigations instituted:	Quarterly	C13 (GG)(1)
C14 (GG)	Number of forensic investigations concluded:	Quarterly	C14 (GG)(1)
C15 (GG)	Number of days of sick leave taken by employees:	Quarterly	C15 (GG)(1)
C17 (GG)	Number of temporary employees employed:	Quarterly	C17 (GG)(1)
C18 (GG)	Number of approved demonstrations in the municipal area:	Quarterly	C18 (GG)(1)
C19 (GG)	Number of recognised traditional and Khoi-San leaders in attendance (sum of) at all council meetings:	Quarterly	C19 (GG)(1)
C20 (ENV)	Number of permanent environmental health practitioners employed by the municipality:	Quarterly	C20 (ENV)(1)
C21 (ENV)	Number of approved environmental health practitioner posts in the municipality	Annual	C21 (ENV)(1)
C22 (GG)	Number of Council meetings held:	Quarterly	C22 (GG)(1)
C23 (GG)	Number of disciplinary cases for misconduct relating to fraud and corruption:	Quarterly	C23 (GG)(1)
C24 (GG)	Number of council meetings disrupted	Quarterly	C24 (GG)(1)
C25 (GG)	Number of protests reported	Quarterly	C25 (GG)(1)
C26 (GG)	R-value of all tenders awarded	Quarterly	C26 (GG)(1)
C27 (GG)	Number of all awards made in terms of Section 36 of the MFMA Municipal Supply Chain Management Regulations:	Quarterly	C27 (GG)(1)
C28 (GG)	R-value of all awards made in terms of Section 36 of the MFMA Municipal Supply Chain Management Regulations:	Quarterly	C28 (GG)(1)
C29 (LED)	Number of approved applications for rezoning a property for commercial purposes:	Quarterly	C29 (LED)(1)
C30 (GG)	Number of business licenses approved:	Quarterly	C30 (GG)(1)
C31 (GG)	Number of approved posts in the municipality with regard to municipal infrastructure:	Annual	C31 (GG)(1)
C32 (GG)	Number of positions filled with regard to municipal infrastructure:	Quarterly	C32 (GG)(1)
C33 (GG)	Number of tenders over R200 000 awarded:	Quarterly	C33 (GG)(1)

C34 (GG)	Number of months the Municipal Managers' position has been filled (not Acting):	Quarterly	C34 (GG)(1)
C35 (GG)	Number of months the Chief Financial Officers' position has been filled (not Acting):	Quarterly	C35 (GG)(1)
C36 (GG)	Number of vacant posts of senior managers:	Quarterly	C36 (GG)(1)
C37 (GG)	Number of approved posts in the treasury and budget office:	Annual	C37 (GG)(1)
C38 (GG)	Number of filled posts in the treasury and budget office:	Quarterly	C38 (GG)(1)
C39 (GG)	Number of approved posts in the development and planning department:	Annual	C39 (GG)(1)
C40 (GG)	Number of filled posts in the development and planning department	Quarterly	C40 (GG)(1)
C41 (GG)	Number of approved engineer posts in the municipality:	Annual	C41 (GG)(1)
C42 (GG)	Number of registered engineers employed in approved posts	Quarterly	C42 (GG)(1)
C43 (GG)	Number of engineers employed in approved posts:	Quarterly	C43 (GG)(1)
C44 (GG)	Number of disciplinary cases in the municipality:	Quarterly	C44 (GG)(1)
C45 (GG)	Number of finalised disciplinary cases:	Quarterly	C45 (GG)(1)
C46 (ENV)	Number of approved waste management posts in the municipality:	Annual	C46 (ENV)(1)
C47 (ENV)	Number of waste management posts filled:	Quarterly	C47 (ENV)(1)
C48 (EE)	Number of approved electrician posts in the municipality:	Annual	C48 (EE)(1)
C49 (EE)	Number of electricians employed in approved posts:	Quarterly	C49 (EE)(1)
C50 (WS)	Number of approved water and wastewater management posts in the municipality:	Annual	C50 (WS)(1)
C51 (WS)	Number of filled water and wastewater management posts:	Quarterly	C51 (WS)(1)
C52 (HS)	Number of maintained sports facilities	Annual	C52 (HS)(1)
C53 (HS)	Square meters of maintained public outdoor recreation space	Annual	C53 (HS)(1)
C54 (HS)	Number of municipality-owned community halls	Annual	C54 (HS)(1)
C56 (EE)	Number of customers provided with an alternative energy supply (e.g. LPG or paraffin or biogel according to supply level standards)	Quarterly	C56 (EE)(1)
C57 (EE)	Number of registered electricity consumers with a mini grid-based system in the municipal service area	Quarterly	C57 (EE)(1)
C58 (EE)	Total non-technical electricity losses in MWh (estimate)	Quarterly	C58 (EE)(1)
C59 (EE)	Number of municipal buildings that consume renewable energy	Quarterly	C59 (EE)(1)
C60(WS)	Total number of sewer connections	Annual	C60(WS)(1)
C61 (WS)	Total number of chemical toilets in operation	Quarterly	C61 (WS)(1)
C62 (WS)	Total number of Ventilation Improved Pit Toilets (VIPs)	Annual	C62 (WS)(1)
C63 (WS)	Total volume of water delivered by water trucks	Quarterly	C63 (WS)(1)
C67 (FD)	Number of paid full-time firefighters employed by the municipality	Quarterly	C67 (FD) (1)
C68 (FD)	Number of part-time and firefighter reservists in the service of the municipality	Quarterly	C68 (FD)(1)
C69 (FD)	Number of 'displaced persons' to whom the municipality delivered assistance	Quarterly	C69 (FD)(1)
C71 (LED)	Number of procurement processes where disputes were raised	Quarterly	C71 (LED)(1)
C73 (FD)	Number of structural fires occurring in informal settlements	Quarterly	C73 (FD)(1)
C74 (FD)	Number of dwellings in informal settlements affected by structural fires (estimate)	Quarterly	C74 (FD)(1)
C76 (LED)	Number of SMMEs and informal businesses benefitting from municipal digitisation support programmes rolled out directly or in partnership with other stakeholders	Quarterly	C76 (LED)(1)

C77 (LED)	B-BBEE Procurement Spend on Empowering Suppliers that are at least 51% black owned based	Quarterly	C77 (LED)(1)
C78 (LED)	B-BBEE Procurement Spend on Empowering Suppliers that are at least 30% black women owned	Quarterly	C78 (LED)(1)
C79 (LED)	B-BBEE Procurement Spend from all Empowering Suppliers based on the B-BBEE Procurement	Quarterly	C79 (LED)(1)
C84(LED)	Number of building plans submitted for review	Quarterly	C84(LED)(1)
C86 (LED)	Number of households in the municipal area registered as indigent	Quarterly	C86 (LED)(1)
C89 (GG)	Number of meetings of the Executive or Mayoral Committee postponed due to lack of quorum	Quarterly	C89 (GG)(1)
C92(GG)	Number of agenda items deferred to the next council meeting	Quarterly	C92(GG)(1)
C93(FM)	Number of awards made in terms of SCM Reg 32	Quarterly	C93(FM)(1)
C94(FM)	Number of requests approved for deviation from approved procurement plan	Quarterly	C94(FM)(1)
C95(FM)	Number of residential properties in the billing system	Annual	C95(FM)(1)
C96(FM)	Number of non-residential properties in the billing system	Annual	C96(FM)(1)
C97(FM)	Number of properties in the valuation roll	Annual	C97(FM)(1)
C98(LED)	Number of building plan applications approved	Quarterly	C98(LED)(1)

9.3 MID-YEAR PERFORMANCE EVALUATION RESULTS 2025/2026

File number / Verwysingsnommer: 4/7/2

Meeting date / Vergadering datum: 25 February 2026

Report by / Verslag deur: Performance Management Administrator – Mrs L Marais

PURPOSE OF REPORT / DOEL VAN VERSLAG

To provide Council with an overview of the mid-year performance assessment results of the 2024/2025 financial year.

BACKGROUND AND DISCUSSION / AGTERGROND EN BESPREKING

The Municipal Systems Act, 2000 (Act 32 of 2000), prescribes that the Municipality must enter into a performance-based agreement with all S56-employees and that performance agreements be reviewed annually.

The performance agreements of the S57-employees (S56-appointees and the Managers reporting directly to the Municipal Manager) therefore establish the performance relationship between the Employer and the employee and require that the performance of the employee needs to be evaluated at least twice per annum.

The evaluations reported in this item, focused on the mid-year performance of the Directors, as well as the Municipal Manager, for the 2025/2026 financial year. The mid-year performance evaluations were held on 26 January 2026. The evaluations were dealt with in accordance with the panel prescriptions as entailed in the approved PMS Policy.

For purposes of evaluating the performance of the employee, an evaluation panel was established in terms of Section 6.6 of the Performance Agreement and consisted of the following persons:

Panel – Directors
Municipal Manager – Mr ASA de Klerk
Chairperson of the Audit Committee – Prof JAA Lazenby
Member of the Executive Mayoral Committee:
Chairperson of the Portfolio Committee

Panel – Municipal Manager
Executive Mayor – Cllr G Riddles
Chairperson of the Audit Committee – Prof JAA Lazenby
Executive Mayoral Committee member and Chairperson Corporate Management Portfolio Committee: Cllr B Smit

The principal role of the mid-year evaluations, as set out by Section 72 of the Municipal Finance Management Act, is to assess the status of performance as at the end of quarter 2 of the financial year.

The main focus of the assessments was on the KPI's that were not met and the corrective measures as a result. The correctness and accuracy of the relevant documentation loaded on the system, were also discussed with regards to the audit scope of the External Auditors.

The Assessment Outcomes as derived from scores allocated by the Evaluation Committee, are documented on the individual score sheets.

MID YEAR EVALUATION RESULTS 2024/2025	
Name	**Score %**
Municipal Manager - Mr ASA de Klerk	83%
Director Finance - G Goliath	80%
Director Development Planning - Mr H Visser	87%
Director Community Services – D Lewis-Michaels	86%
Director Corporate Services - Ms M Griesel	84%
Director Technical Services - Mr R Manho	84%

EXECUTIVE MAYORAL COMMITTEE

The item is tabled at the **Executive Mayoral Committee** meeting of **25 February 2026** and feedback will be given at the Council meeting on the same day.

COMMENTS: MUNICIPAL MANAGER / KOMMENTAAR: MUNISIPALE BESTUURDER

Recommendations are recommended.

COMMENTS: DIRECTOR CORPORATE MANAGEMENT / KOMMENTAAR: DIREKTEUR KORPORATIEWE BESTUUR

Noted.

COMMENTS: DIRECTOR FINANCIAL SERVICES / KOMMENTAAR: DIREKTEUR FINANSIËLE DIENSTE

The content of the report is noted.

COMMENTS: DIRECTOR DEVELOPMENT PLANNING / KOMMENTAAR: DIREKTEUR ONTWIKKELINGSBEPLANNING

COMMENTS: DIRECTOR TECHNICAL SERVICES / KOMMENTAAR: DIREKTEUR TEGNIESE DIENSTE

The content of the report is noted.

COMMENTS: DIRECTOR COMMUNITY SERVICES / KOMMENTAAR: DIREKTEUR GEMEENSKAPSDIENSTE

The content of the report is noted.

COMMENTS: MANAGER LEGAL SERVICES / KOMMENTAAR: BESTUURDER REGSDIENSTE

COMMENTS: MANAGER STRATEGIC SERVICES / KOMMENTAAR: BESTUURDER STRATEGIESE DIENSTE

The Mid-Year Performance Assessments reflect the evaluation of organisational performance targets. The recommendations are supported.

COMMENTS: OTHER / KOMMENTAAR: ANDER

RECOMMENDATION / AANBEVELING

That Council take note of the Mid-Year Performance Evaluation results for 2025/2026.

AGENDA ITEM APPROVED BY / AGENDA ITEM GOEDGEKEUR DEUR:

Municipal Manager – Mr ASA de Klerk

ATTACHMENTS / STAWENDE DOKUMENTE

Evaluation results report

HESSEQUA MUNICIPALITY

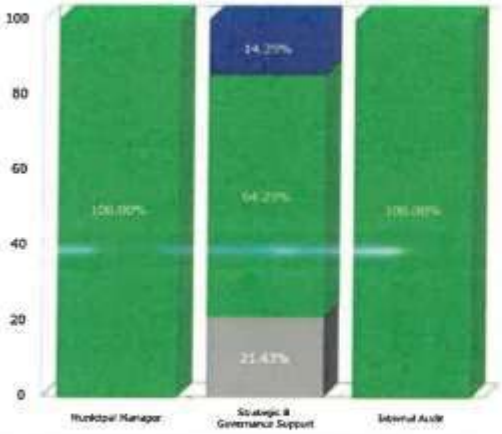
PERFORMANCE EVALUATION SUMMARY

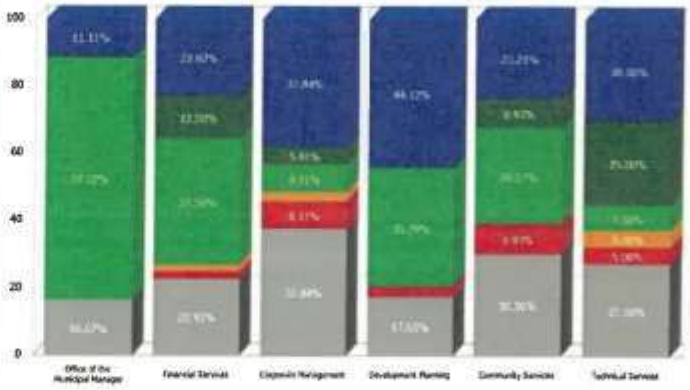
Performance evaluation of:	**Municipal Manager - Mr ASA de Klerk**
Period	01 July 2024 - 31 December 2024
Panel Members	Executive Mayor - Cllr G Riddles Mayco member /Portfolio Committee Chairperson - Cllr B Smith Chairperson Audit Committee - Prof JAA Lazenby
Date of evaluation	**27 January 2025**

PERFORMANCE RESULTS

	Total score for period	Total weight for period	Weighted percentage	Performance %
Operational Performance	59	74	80%	64%
Core Competency Requirements	19	20	20%	19%
Final Score	78	94	100%	83%

COMMENTS OVERALL PERFORMANCE





PERFORMANCE COMMENTS

Signed by panel members:

Executive Mayor - Cllr G Riddles

Mayco member /Portfolio Committee Chairperson - Cllr B Smith

Chairperson Audit Committee - Prof JAA Lazenby

Signed by employee Municipal Manager - Mr ASA de Klerk Date 26/1/2025

Comments .....

HESSEQUA MUNICIPALITY

PERFORMANCE EVALUATION SUMMARY

Director Development Planning - Mr. H. Visser

01 July 2025 - 31 December 2025

Municipal Manager - Mr ASA de Klerk

Mayco member /Portfolio Committee Chairperson -Cllr HJ Saayman

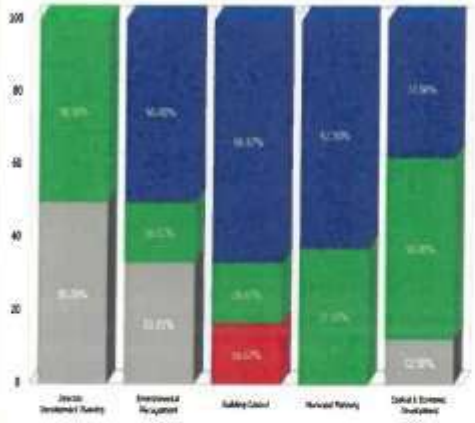
Chairperson Audit Committee -Prof JAA Lazenby

26 January 2026

PERFORMANCE RESULTS

	Total score for period	Total weight for period	Weighted percentage	Performance %
Operational Performance	49	57	80%	68%
Core Competency Requirements	18	20	20%	18%
Final Score	67	77	100%	**87%**

OVERALL PERFORMANCE



	Development Planning (All)	Responsible Department: Development Planning (Only)	Director: Development Planning	Environmental Management	Building Control	Municipal Planning	Spatial & Economic Development
Not Yet Applicable	6 (17.65%)	-	3 (50.00%)	2 (33.33%)	-	-	1 (12.50%)
Not Met	1 (2.94%)	-	-	-	1 (16.67%)	-	-
Almost Met	-	-	-	-	-	-	-
Met	12 (35.29%)	-	3 (50.00%)	1 (16.67%)	1 (16.67%)	3 (37.50%)	4 (50.00%)
Well Met	-	-	-	-	-	-	-
Extremely Well Met	15 (44.12%)	-	-	3 (50.00%)	4 (66.67%)	5 (62.50%)	3 (37.50%)
Did Not Occur	-	-	-	-	-	-	-
Total:	34	-	6	6	6	8	8
	100%	-	17.65%	17.65%	17.65%	23.53%	23.53%

PERFORMANCE COMMENTS

Municipal Manager - Mr ASA de Klerk

Mayco member /Portfolio Committee Chairperson -Cllr HJ

Chairperson Audit Committee -Prof JAA Lazenby

Chairperson Audit Committee -Prof JAA Lazenby

Director Development Planning - Mr. H. Visser

Date 26/1/2026

HESSEQUA MUNICIPALITY

PERFORMANCE EVALUATION SUMMARY

Performance evaluation of: Director: Corporate Management - Ms. M. Griesel

Period 01 July 2025 - 31 December 2025

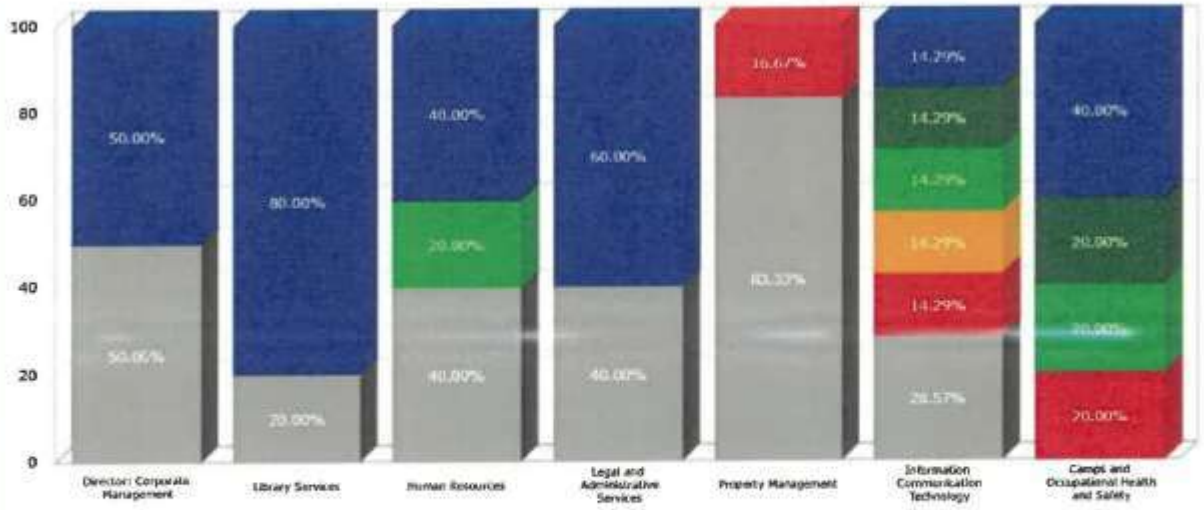
Panel Members Municipal Manager - Mr ASA de Klerk
Mayco member /Portfolio Committee Chairperson - Cllr B Smith
Chairperson Audit Committee - Prof JAA Lazenby

Date of evaluation 26 January 2026

PERFORMANCE RESULTS

	Total score for period	Total weight for period	Weighted percentage	Performance %
Operational Performance	61	75	80%	66%
Core Competency Requirements	18	20	20%	18%
Final Score	80	95	100%	**84%**

COMMENTS OVERALL PERFORMANCE



PERFORMANCE COMMENTS

Signed by panel members:

Municipal Manager - Mr ASA de Klerk

Mayco member /Portfolio Committee Chairperson - Cllr B Smith

Chairperson Audit Committee - Prof JAA Lazenby

Signed by employee Director: Corporate Management - Ms. M. Griesel. Date 26/1/2026

Comments .....

HESSEQUA MUNICIPALITY

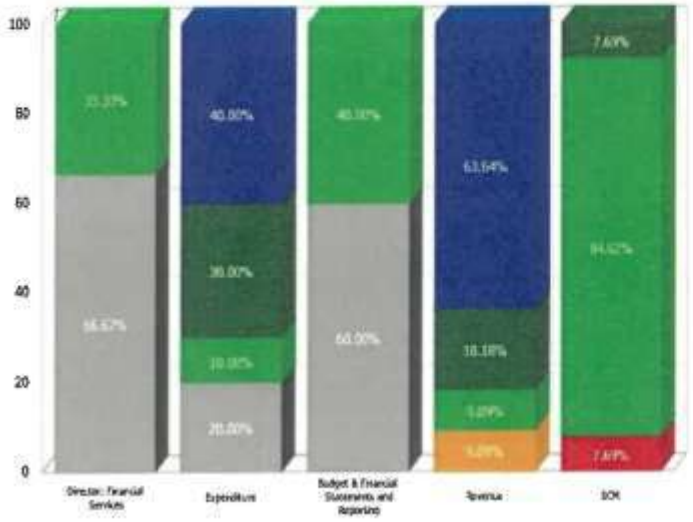
PERFORMANCE EVALUATION SUMMARY

Performance evaluation of:	**Director Financial Services - Mr G Goliath**
Period	01 July 2025 - 31 December 2026
Panel Members	Municipal Manager - Mr ASA de Klerk Mayco member /Portfolio Committee Chairperson -Cllr B Smith Chairperson Audit Committee - Prof JAA Lazenby
Date of evaluation	**26 January 2026**

PERFORMANCE RESULTS

	Total score for period	Total weight for period	Weighted percentage	Performance %
Operational Performance	36	47	80%	61%
Core Competency Requirements	19	20	20%	19%
Final Score				80%

COMMENTS OVERALL PERFORMANCE



	Financial Services (All)	Responsible Department					
		Financial Services (Only)	Director: Financial Services	Expenditure	Budget & Financial Statements and Reporting	Revenue	SCM
Not Yet Applicable	11 (22.92%)	-	6 (66.67%)	2 (20.00%)	3 (60.00%)	-	-
Not Met	1 (2.08%)	-	-	-	-	-	1 (7.69%)
Almost Met	1 (2.08%)	-	-	-	-	1 (9.09%)	-
Met	18 (37.50%)	-	3 (33.33%)	1 (10.00%)	2 (40.00%)	1 (9.09%)	11 (84.62%)
Well Met	6 (12.50%)	-	-	3 (30.00%)	-	2 (18.18%)	1 (7.69%)
Extremely Well Met	11 (22.92%)	-	-	4 (40.00%)	-	7 (63.64%)	-
Did Not Occur	-	-	-	-	-	-	-
Total:	48	-	9	10	5	11	13
	100%	-	18.75%	20.83%	10.42%	22.92%	27.08%

PERFORMANCE COMMENTS

Signed by panel members:

Municipal Manager - Mr ASA de Klerk

Mayco member /Portfolio Committee Chairperson -Cllr B Smith

Chairperson Audit Committee - Prof JAA Lazenby

Signed by employee

Director Financial Services - Mr G Goliath

Date 03/02/2026

Comments .....

HESSEQUA MUNICIPALITY

PERFORMANCE EVALUATION SUMMARY

Performance evaluation of: Director Technical Services - Mr R Manho

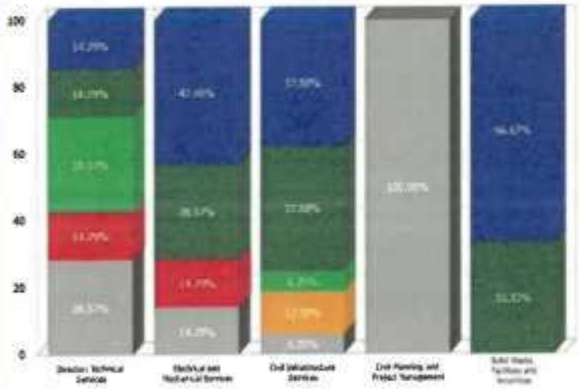
Period 1 July 2025 - 31 December 2025

Panel Members Municipal Manager - Mr ASA de Klerk
Mayco member /Portfolio Committee Chairperson -Cllr B van Noordwyk
Chairperson Audit Committee - Prof JAA Lazenby

Date of evaluation **26 January 2026**

Performance Results	Total score for period	Total weight for period	Weighted percentage	Performance %
Operational Performance	39	47	80%	66%
Core Competency Requirements	18	20	20%	18%
Final Score			100%	**84%**

COMMENTS OVERALL PERFORMANCE



	Responsible Department						
	Technical Services (All)	Technical Services (Dirs)	Director: Technical Services	Electrical and Mechanical Services	Civil Infrastructure Services	Civil Planning and Project Management	Solid Waste, Facilities and Amenities
Not Yet Applicable	11 (27.50%)	-	2 (28.57%)	1 (14.29%)	1 (6.25%)	7 (100.00%)	-
Not Met	2 (5.00%)	-	1 (14.29%)	1 (14.29%)	-	-	-
Almost Met	2 (5.00%)	-	-	-	2 (12.50%)	-	-
Met	3 (7.50%)	-	2 (28.57%)	-	1 (6.25%)	-	-
Well Met	10 (25.00%)	-	1 (14.29%)	2 (28.57%)	6 (37.50%)	-	1 (33.33%)
Extremely Well Met	12 (30.00%)	-	1 (14.29%)	3 (42.86%)	6 (37.50%)	-	2 (66.67%)
Did Not Occur	-	-	-	-	-	-	-
Total:	40	-	7	7	16	7	3
	100%	-	17.50%	17.50%	40.00%	17.50%	7.50%

PERFORMANCE COMMENTS

Signed by panel members:

Municipal Manager - Mr ASA de Klerk

Mayco member /Portfolio Committee Chairperson -Cllr B van Noordwyk

Chairperson Audit Committee - Prof JAA Lazenby

Signed by employee Director Technical Services - Mr R Manho Date 3/02/2026

Comments .....

HESSEQUA MUNICIPALITY

PERFORMANCE EVALUATION SUMMARY

Performance evaluation of: Director Community Services - Mr D Lewis-Michaels

Period 01 July 2025 - 31 December 2025

Panel Members Municipal Manager - Mr ASA de Klerk

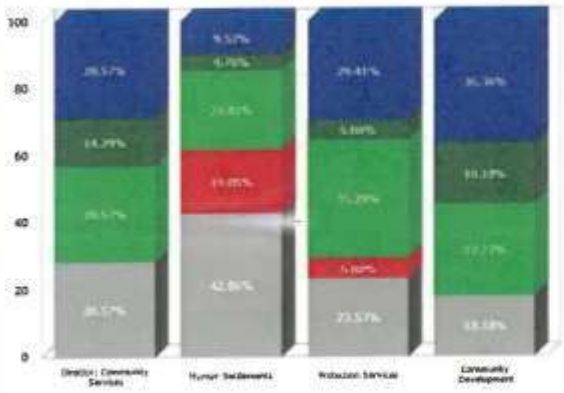
Mayco member -/Portfolio Committee Chairperson -Rdl GL Boezak
Chairperson Audit Committee - Prof JAA Lazenby

Date of evaluation 26 January 2026

PERFORMANCE RESULTS

	Total score for period	Total weight for period	Weighted percentage	Performance %
Operational Performance	35	42	80%	67%
Core Competency Requirements	19	20	20%	19%
Final Score	54	62	100%	86%

OVERALL PERFORMANCE



	Community Services (All)	Responsible Department			
		Community Services (Only)	Director: Community Services	Human Settlements	Protection Services	Community Development
Not Yet Applicable	17 (30.36%)	-	2 (28.57%)	9 (42.86%)	4 (23.53%)	2 (18.18%)
Not Met	5 (8.93%)	-	-	4 (19.05%)	1 (5.88%)	-
Almost Met	-	-	-	-	-	-
Met	16 (28.57%)	-	2 (28.57%)	5 (23.81%)	6 (35.29%)	3 (27.27%)
Well Met	5 (8.93%)	-	1 (14.29%)	1 (4.76%)	1 (5.88%)	2 (18.18%)
Extremely Well Met	13 (23.21%)	-	2 (28.57%)	2 (9.52%)	5 (29.41%)	4 (36.36%)
Did Not Occur	-	-	-	-	-	-
Total:	56	-	7	21	17	11
	100%	-	12.50%	37.50%	30.36%	19.64%

PERFORMANCE COMMENTS

Signed by panel members: Municipal Manager - Mr ASA de Klerk

Mayco member -/Portfolio Committee Chairperson -Rdl GL Boezak

Chairperson Audit Committee -
Prof JAA Lazenby

Signed by employee Director Community Services -
Mr D Lewis-Michaels

Date 03/02/2026

Comments .....

9.4 ORGANOGRAM CHANGES: PROTECTION SERVICES DEPARTMENT – DIRECTORATE COMMUNITY SERVICES

File number / Verwysingsnommer: 4/2

Meeting date / Vergadering datum: 25 February 2026

Report by / Verslag deur: Manager: Human Resources – A Oelofse

PURPOSE OF REPORT / DOEL VAN VERSLAG

To present the proposed amendments to the organogram of Protection Services.

BACKGROUND AND DISCUSSION / AGTERGROND EN BESPREKING

The restructuring of the Protection Services Department has been in the offing for some time. After the appointment of the Manager: Protection Services the proposed organogram as outlined in this report was developed. The proposed structure will deal with short and long-term needs and will provide the municipality with the required human resources to provide an effective and responsive service.

1. TRAFFIC SERVICES

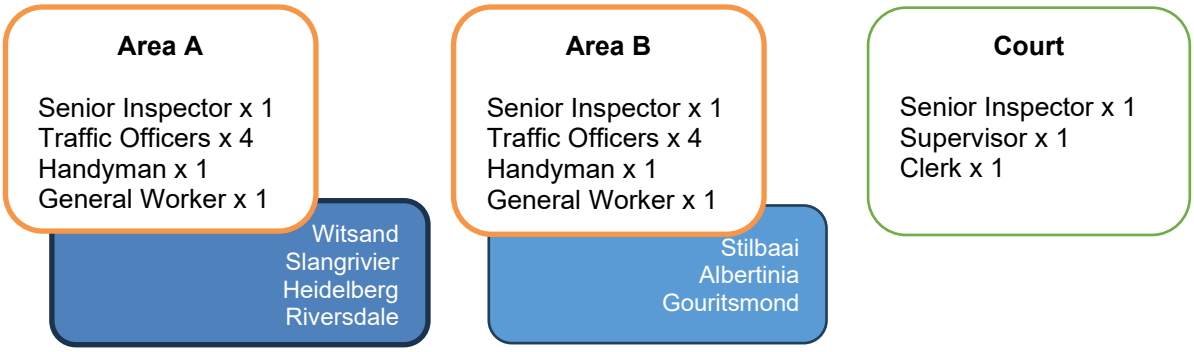
The current structure consists of 10 Traffic Officers at T10 level who should, in terms of their job descriptions and evaluations completed in 2014, have a Traffic Officers Diploma, an Examiner of Vehicle and Examiner of License qualifications. Unfortunately, this did not transpire. There are currently eight (8) vacant Traffic Officer posts at T10. There is currently no dedicated official responsible for the Court processes.

The new structure divides traffic services into two geographic areas with Riversdale, Heidelberg, Slangrivier and Witsand forming one area, **Area A** and Stilbaai, Albertinia, and Gouritsmond forming **Area B**. There will be eight (8) Traffic Officers (T10) in total split 4 per area. In addition, each area will have their own small maintenance team with a Handyman and a General Assistant (These personnel previously reported to the Chief: Law Enforcement). The responsibility and accountability for the traffic services in the respective areas will be the responsibility of the Senior Inspector. There will be a Senior Inspector in charge of each area.

A dedicated sub-unit Court will be created and tasked with overseeing the court processes, summonses and administration thereof.

In addition, a new post of Inspector: Court, and two subordinate posts (1 x Supervisor and 1 x Clerk) will be created.

The current Head: Traffic Services will be overall accountable for Traffic Services in the Hessequa Region.



2. VEHICLE REGISTRATION AND LICENSING

The service is an agency service delivered by the Municipality on behalf of the Provincial Government who has the original powers and functions to perform the function. The Municipality retains 12% of the income generated. The payment of licensing and registration fees is done on the e-Natis system. Currently, cashiers in other towns, Stilbaai and Albertinia, also perform e-Natis cashier duties as part of the cashier function. In Heidelberg, two full-time employees perform these functions (1 x Senior Clerk and 1 x Clerk). It would be ideal to have functional capacity in all towns that can also do the vision (eye) tests and schedule learner's license examinations in the different towns. In the short-term (with the implementation of this organogram), it will be possible to schedule learner's license examinations in the different towns, but not the eye tests, due to the equipment and personnel required. There is one Senior Clerk – Eye Testing (T7) and three (3) other Clerks that serve the public and process e-Natis transactions in Riversdale.

In the proposal, the administrative component of the Unit is boosted with the creation of six (6) new posts. Two (2) new posts are for the creation of dedicated capacity for the Examination of Vehicles & Licenses, two (2) new posts for Riversdale centre where one intern post will be dedicated to direct and assist clients to ensure quicker processing and more professional flow of customers in the centre. This is a great opportunity for students to gain workplace experience. The other post is a Senior Clerk that can oversee and authorise transactions of the Clerks/Cashiers in the centre. The other two new posts that will be created are Senior Clerk: Vehicle Registration & Licensing that will be deployed in Albertinia and Stilbaai once the infrastructure is established in those towns to accommodate more comprehensive functions, such as eye testing.

2.1. Examiner of Vehicles & Licenses

There is currently one Examiner of Vehicles (T10) and the only **vehicle testing** site is in Riversdale. All vehicles in the Hessequa area must undergo its testing at Riversdale.

Riversdale is also the only centre where customers in Hessequa can obtain their **driver's license**. Riversdale and Heidelberg are the only centres that offer **learner's license testing**. Currently, there is no specific Examiner of Licenses position. Currently, Traffic Officers who have the Examiner of Licenses qualification do the function on an ad-hoc basis on a rotation schedule. It is proposed that two (2) new posts be created to establish a dedicated licensing sub-unit. There will be dedicated Examiner of Drivers' License posts, which must also be qualified to do Examiner of Vehicles. They will be able to rotate and provide relief services to the existing Examiner of Vehicles and vice versa.

2.2. Vehicle Registration and Licensing

Apart from Riversdale, renewal of vehicle licensing can be done at Stilbaai, Albertinia, and Heidelberg. However, in Stilbaai and Albertinia it is not a dedicated function, and E-natis transactions slows down the transaction waiting time for other customers who are at the premises for simpler and quicker transactions. The new Senior Clerk positions will address this challenge.

3. FIRE SERVICES & DISASTER MANAGEMENT

Hessequa Municipality is responsible for House and Structural Fires, whereas the District Municipality is responsible for Field and Forest Fires (wildfires and vegetation fires).

The current Fire Services & Disaster Management structure has many posts. Over the years it became apparent that it is not feasible to fund all these posts. It is herewith proposed that the structure be adapted. Similar to Law Enforcement and Traffic Services it is proposed that the Hessequa area be split in two, where a Platoon Commander will be responsible for an area for eg. Area A – Riversdale, Heidelberg, Slangrivier & Witsand and Area B – Albertinia, Gouritsmond and Stilbaai. Each major town will have a Fire Fighter and a Junior Fire Fighter except for Riversdale where there will be more Junior Fire Fighters and also Control room personnel. This control room function is currently being outsourced. Due to the demand for after-hours disaster management client services and normal municipal call centre services it is proposed that four posts be created on the organogram for this function to ensure a 24/7-hour service, seven days a week.

4. COMMUNITY SAFETY & LAW ENFORCEMENT

The only proposed change in this department is the Handymen personnel that moves to the Traffic department and the name change from Divisional Commander to Chief: Fire & Disaster Management in line with other senior personnel in the Protection Services department.

5. ORGANISATIONAL METRICS

The current structure vs the proposed structure of the Department presents the following design metrics:

	Current				**Proposed**			
Dimension	Traffic	Licensing	Law Enforcement	Fire	Traffic	Licensing	Law Enforcement	Fire
Structural Layers (5-7)	6	7	6	8	7	7	7	6
Structural Shape Operational 85%-95%	90% Op	90% Op	90% Op	90% Op	90% Op	90% Op	90% Op	90% Op
Span of Control (4-5)	1	2	9	1	3	4	5	2

Where structural metrics do not meet the metric requirements as outlined in the Staff Regulations then any changes that are brought about in the organisational structure must at least move positively towards the design metrics towards its attainment. It cannot regress. The metrics in the table above shows that the proposed structure is moving in the right direction.

The span of control and the structural layers will improve with the new structure. In terms of structural shape, the split between managerial and operational is in line with the requirements, with 90% of the structure being operational.

6. COST OF STRUCTURE

To fund all the new and vacant posts on the three structures for Traffic, Licensing and Fire the required cost is: **R 8,160,480.94**. There is currently **R1,739,316.58** available on the personnel budget, which leaves a shortfall of **R 6,421,164.36**.

Herewith a proposal for funding of posts in the proposed structures based on the current available funding in the personnel budget and benchmarked T-grades of new posts.

CURRENT FUNDED POSTS					**PROPOSED FUNDED POSTS**			
Post nr.	**T-grade**	**Occupation**	**Cost to Company**		**Post nr.**	**T-grade**	**Occupation**	**Cost to Company**
G033	T10	Traffic Officer	R 443,001.15		G112	T8	Supervisor: Court	R 372,151.68
G034	T10	Traffic Officer	R 443,001.15		G115	T10	Ex. of Vehicles & Licenses	R 453,272.68
G035	T10	Traffic Officer	R 443,001.15		G114	T11	Senior Inspector	R 522,640.56
G083	T9	Senior Fire Fighter	R 410,313.13		G105	T6	Junior Fire Fighter	R 291,360.47
			R 1,739,316.58					R 1,639,425.39

The item was discussed at the **Sub-Committee** meeting held on **30 October 2025**. Herewith an extract from the minutes of the meeting:

*"**Beskermingsdienste***

MHB deel die voorgestelde herstrukturering aan die amptenare uit. Die voorgestelde wysigings is in diepte aan die vakbonde verduidelik asook die redes daarvoor.

SAMWU het navraag gedoen aangaande die poste wat op die organogram aangedui is as "to be evaluated" waarop MHB verduidelik het dit is poste waar daar geen "warm body" in is nie en wat die Raad nog nie voorheen gehad het nie en daarom moet die vir evaluering gaan. Daarvolgens sal geen persone/lede hierdeur geraak word nie.

MHB versoek kommentaar teen die 5de November 2025. IMATU het aangedui dat hul gemaklik is met die voorgestelde organogram."

Both unions indicated that they are comfortable with the proposal.

The item with the following recommendations served at the **Local Labour Forum** on **18 November 2025**:

"5.2 ORGANOGRAM CHANGES: PROTECTION SERVICES DEPARTMENT – DIRECTORATE COMMUNITY SERVICES

File number / Verwysingsnommer: 4/2

Meeting date / Vergadering datum: 18 November 2025

Report by / Verslag deur: Manager: Human Resources – Adrian Oelofse

RESOLUTION / BESLUIT

*1. That the following **new posts** be created on the organogram:*

1.1 Department: Traffic Services – Post Designation: Senior Inspector T-11 with post number G114 that reports to Head: Traffic Services (G025).

1.2 Department: Traffic Services – Post Designation: Inspector Court with post number G111 – (T-Grade to be determined through Task evaluation) that reports to Head: Traffic Services (G025).

1.3 Department: Traffic Services – Post Designation: Supervisor: Court with post number G112 – (T-Grade to be determined through Task evaluation) that reports to Inspector: Court (G112).

1.4 Department: Traffic Services – Post Designation: Clerk: Court with post number G113 - (T-Grade to be determined through Task evaluation) that reports to Inspector: Court (G112).

1.5 Department: Vehicle Registration & Licensing – Post Designation: Examiner of Vehicles & Licenses with post number G115 – (T-Grade to be determined through Task evaluation) that reports to Head: Vehicle Registration & Licensing (G039).

1.6 Department: Vehicle Registration & Licensing – Post Designation: Examiner of Vehicles & Licenses with post number G116 – (T-Grade to be determined through Task evaluation) that reports to Head: Vehicle Registration & Licensing (G039).

1.7 Department: Vehicle Registration & Licensing – Post Designation: Senior Clerk: Vehicle Registration & Licensing (Riversdale) with post number G117 – (T-Grade to be determined through Task evaluation) that reports to Chief Clerk: Vehicle Registration & Licensing (G042).

1.8 Department: Vehicle Registration & Licensing – Post Designation: Senior Clerk: Vehicle Registration & Licensing (Albertinia) with post number G118 – (T-Grade to be determined through Task evaluation) that reports to Chief Clerk: Vehicle Registration & Licensing (G042).

1.9 Department: Vehicle Registration & Licensing – Post Designation: Senior Clerk: Vehicle Registration & Licensing (Stilbaai) with post number G119 – (T-Grade to be determined through Task evaluation) that reports to Chief Clerk: Vehicle Registration & Licensing (G042).

1.10 Department: Vehicle Registration & Licensing – Fixed-term temporary contract position for an Intern that reports to the Chief Clerk: Vehicle Registration & Licensing (G042).

1.11 Department: Fire Services & Disaster Management – Post Designation: Control room Operator x 4 with post numbers: G120-123 – T-Grade to be determined through Task evaluation that reports to the Platoon Commander (G080).

*2. That the following posts be **abolished** from the organogram:*

2.1 Department: Traffic Services – Post Designation: Traffic Officer posts: G035 & G033.

2.2 Department: Fire Services & Disaster Management

2.2.1 Station Commander – Post: G079.

2.2.2 Platoon Commander – Post: G081.

2.2.3 Fire Fighter – Post G096.

2.2.4 Senior Fire Fighter – Posts: G083, G084-G094.

*3. That the reporting lines of the following posts be **changed** as follows:*

3.1 Handyman (G019), with their sub-ordinate General Assistant (G020), report to Senior Inspector (G026).

3.2 Handyman (G022), with their sub-ordinate General Assistant (G023), report to Senior Inspector (G114).

3.3 Fire Fighters (G017 & G095) & Junior Fire Fighters (G100-103 & G105) report to Platoon Commander (G080).

3.4 Fire Fighters (G018 & G077) & Junior Fire Fighters (G104 & G076) report to Platoon Commander (G082).

4. That the post designation of the Divisional Commander Fire Services change to Chief: Fire & Disaster Management.

*5. That the **funding** of current vacant funded posts: G033, G034, G035, G083 be utilised to fund the following current and NEW posts: G112, G115, G114, G104 as outlined below:*

CURRENT FUNDED POSTS					***PROPOSED FUNDED POSTS***			
Post nr.	***T-grade***	***Occupation***	***Cost to Company***		***Post nr.***	***T-grade***	***Occupation***	***Cost to Company***
G033	*T10*	*Traffic Officer*	*R 443,001.15*		*G112*	*T8*	*Supervisor: Court*	*R 372,151.68*
G034	*T10*	*Traffic Officer*	*R 443,001.15*		*G115*	*T10*	*Ex. of Vehicles & Licenses*	*R 453,272.68*
G035	*T10*	*Traffic Officer*	*R 443,001.15*		*G114*	*T11*	*Senior Inspector*	*R 522,640.56*
G083	*T9*	*Senior Fire Fighter*	*R 410,313.13*		*G105*	*T6*	*Junior Fire Fighter*	*R 291,360.47*
			R 1,739,316.58					*R 1,639,425.39*

At the **Sub-Committee meeting** held on **29 January 2026**, the Municipality engaged in formal consultation with both SAMWU and IMATU regarding the proposal to create two additional unfunded Law Enforcement Officer positions within the Community Safety & Law Enforcement Department.

The purpose of the proposal was to ensure further organisational alignment with the Municipality's Integrated Development Plan (IDP) and strategic objectives relating to enhanced community safety and improved law enforcement visibility.

During the consultation process, both unions were afforded the opportunity to provide input and raise any concerns. SAMWU and IMATU indicated their support for the proposal and confirmed that they have no objections to the creation of the additional positions and that the changes can be added to the proposal.

Accordingly, the organogram for the Community Safety & Law Enforcement Department has been updated to reflect two new unfunded Law Enforcement Officer posts. These positions remain unfunded at this stage and will be activated subject to future budgeting processes and Council approval where applicable.

The item with the following recommendations served at the **Portfolio Committee** on **13 February 2026**:

"5.7.2 ORGANOGRAM CHANGES: PROTECTION SERVICES DEPARTMENT – DIRECTORATE COMMUNITY SERVICES

File number / Verwysingsnommer: 4/2

Meeting date / Vergadering datum: 13 February 2026

Report by / Verslag deur: Manager: Human Resources – Adrian Oelofse

RESOLUTION / BESLUIT

1. *That the following **new posts** be created on the organogram:*
    - 1.1 *Department: Traffic Services – Post Designation: Senior Inspector T-11 with post number G114 that reports to Head: Traffic Services (G025).*
    - 1.2 *Department: Traffic Services – Post Designation: Inspector Court with post number G111 – (T-Grade to be determined through Task evaluation) that reports to Head: Traffic Services (G025).*
    - 1.3 *Department: Traffic Services – Post Designation: Supervisor: Court with post number G112 – (T-Grade to be determined through Task evaluation) that reports to Inspector: Court (G112).*
    - 1.4 *Department: Traffic Services – Post Designation: Clerk: Court with post number G113 - (T-Grade to be determined through Task evaluation) that reports to Inspector: Court (G112).*
    - 1.5 *Department: Vehicle Registration & Licensing – Post Designation: Examiner of Vehicles & Licenses with post number G115 – (T-Grade to be determined through Task evaluation) that reports to Head: Vehicle Registration & Licensing (G039).*
    - 1.6 *Department: Vehicle Registration & Licensing – Post Designation: Examiner of Vehicles & Licenses with post number G116 – (T-Grade to be determined through Task evaluation) that reports to Head: Vehicle Registration & Licensing (G039).*

1.7 Department: Vehicle Registration & Licensing – Post Designation: Senior Clerk: Vehicle Registration & Licensing (Riversdale) with post number G117 – (T-Grade to be determined through Task evaluation) that reports to Chief Clerk: Vehicle Registration & Licensing (G042).

1.8 Department: Vehicle Registration & Licensing – Post Designation: Senior Clerk: Vehicle Registration & Licensing (Albertinia) with post number G118 – (T-Grade to be determined through Task evaluation) that reports to Chief Clerk: Vehicle Registration & Licensing (G042).

1.9 Department: Vehicle Registration & Licensing – Post Designation: Senior Clerk: Vehicle Registration & Licensing (Stilbaai) with post number G119 – (T-Grade to be determined through Task evaluation) that reports to Chief Clerk: Vehicle Registration & Licensing (G042).

1.10 Department: Vehicle Registration & Licensing – Fixed-term temporary contract position for an Intern that reports to the Chief Clerk: Vehicle Registration & Licensing (G042).

1.11 Department: Fire Services & Disaster Management – Post Designation: Control room Operator x 4 with post numbers: G120-123 – T-Grade to be determined through Task evaluation that reports to the Platoon Commander (G080).

1.12 Department: Community Safety & Law Enforcement – Post Designation: Law Enforcement Officer with post numbers: G124 – T-Grade 6 reports to the Principal Inspector: Law Enforcement (G013).

1.13 Department: Community Safety & Law Enforcement – Post Designation: Law Enforcement Officer with post numbers: G125 – T-Grade 6 reports to the Principal Inspector: Law Enforcement (G016).

*2. That the following posts be **abolished** from the organogram:*

2.1 Department: Traffic Services – Post Designation: Traffic Officer posts: G035 & G033.

2.2 Department: Fire Services & Disaster Management

2.2.1 Station Commander – Post: G079.

2.2.2 Platoon Commander – Post: G081.

2.2.3 Fire Fighter – Post G096.

2.2.4 Senior Fire Fighter – Posts: G083, G084-G094.

*3. That the reporting lines of the following posts be **changed** as follows:*

3.1 Handyman (G019), with their sub-ordinate General Assistant (G020), report to Senior Inspector (G026).

3.2 Handyman (G022), with their sub-ordinate General Assistant (G023), report to Senior Inspector (G114).

3.3 Fire Fighters (G017 & G095) & Junior Fire Fighters (G100-103 & G105) report to Platoon Commander (G080).

3.4 Fire Fighters (G018 & G077) & Junior Fire Fighters (G104 & G076) report to Platoon Commander (G082).

4. That the post designation of the Divisional Commander Fire Services, change to Chief: Fire & Disaster Management.

*5. That the **funding** of current vacant funded posts: G033, G034, G035, G083, be utilised to fund the following current and NEW posts: G112, G115, G114, G104, as outlined below:*

CURRENT FUNDED POSTS					***PROPOSED FUNDED POSTS***			
Post nr.	***T-grade***	***Occupation***	***Cost to Company***		***Post nr.***	***T-grade***	***Occupation***	***Cost to Company***
G033	*T10*	*Traffic Officer*	*R 443,001.15*		*G112*	*T8*	*Supervisor: Court*	*R 372,151.68*
G034	*T10*	*Traffic Officer*	*R 443,001.15*		*G115*	*T10*	*Ex. of Vehicles & Licenses*	*R 453,272.68*
G035	*T10*	*Traffic Officer*	*R 443,001.15*		*G114*	*T11*	*Senior Inspector*	*R 522,640.56*
G083	*T9*	*Senior Fire Fighter*	*R 410,313.13*		*G105*	*T6*	*Junior Fire Fighter*	*R 291,360.47*
			R 1,739,316.58					*R 1,639,425.39*

Please note there has been an amendment to the job titles for posts G118 and G119 after the item served at the Portfolio Committee. Originally recommended as Senior Clerk: Vehicle Registration & Licensing, the titles have now been corrected to: Clerk: Vehicle Registration & Licensing. These two posts will therefore be aligned with the existing Clerk roles on the structure (G044, G046, G045 and G049) and will carry the same duties and responsibilities.

Find attached the current and proposed organograms for the four departments.

EXECUTIVE MAYORAL COMMITTEE

The item is tabled at the **Executive Mayoral Committee** meeting of **25 February 2026** and feedback will be given at the Council meeting on the same day.

COMMENTS: MUNICIPAL MANAGER / KOMMENTAAR: MUNISIPALE BESTUURDER

The recommendations are supported.

COMMENTS: DIRECTOR CORPORATE MANAGEMENT / KOMMENTAAR: DIREKTEUR KORPORATIEWE BESTUUR

Noted. The comments of the CFO are important.

COMMENTS: DIRECTOR FINANCIAL SERVICES / KOMMENTAAR: DIREKTEUR FINANSIËLE DIENSTE

The content of the report is noted, and the recommendations are supported in principle. It should however, be noted that the funding of the new structure cannot be accommodated in the current MTREF and will have to compete with other vacant unfunded posts that exist for a longer period.

COMMENTS: DIRECTOR DEVELOPMENT PLANNING / KOMMENTAAR: DIREKTEUR ONTWIKKELINGSBEPLANNING

COMMENTS: DIRECTOR TECHNICAL SERVICES / KOMMENTAAR: DIREKTEUR TEGNIESE DIENSTE

COMMENTS: DIRECTOR COMMUNITY SERVICES / KOMMENTAAR: DIREKTEUR GEMEENSKAPSDIENSTE

The report is noted and the recommendations are supported.

COMMENTS: MANAGER LEGAL SERVICES / KOMMENTAAR: BESTUURDER REGSDIENSTE

The report is noted and the recommendations are supported.

COMMENTS: MANAGER STRATEGIC SERVICES / KOMMENTAAR: BESTUURDER STRATEGIESE DIENSTE

COMMENTS: OTHER / KOMMENTAAR: ANDER

RECOMMENDATION / AANBEVELING

1. That the following **new posts** be created on the organogram:

    1.1 Department: Traffic Services – Post Designation: Senior Inspector T-11 with post number G114 that reports to Head: Traffic Services (G025).

    1.2 Department: Traffic Services – Post Designation: Inspector Court with post number G111 – (T-Grade to be determined through Task evaluation) that reports to Head: Traffic Services (G025).

    1.3 Department: Traffic Services – Post Designation: Supervisor: Court with post number G112 – (T-Grade to be determined through Task evaluation) that reports to Inspector: Court (G112).

    1.4 Department: Traffic Services – Post Designation: Clerk: Court with post number G113 - (T-Grade to be determined through Task evaluation) that reports to Inspector: Court (G112).

    1.5 Department: Vehicle Registration & Licensing – Post Designation: Examiner of Vehicles & Licenses with post number G115 – (T-Grade to be determined through Task evaluation) that reports to Head: Vehicle Registration & Licensing (G039).

    1.6 Department: Vehicle Registration & Licensing – Post Designation: Examiner of Vehicles & Licenses with post number G116 – (T-Grade to be determined through Task evaluation) that reports to Head: Vehicle Registration & Licensing (G039).

    1.7 Department: Vehicle Registration & Licensing – Post Designation: Senior Clerk: Vehicle Registration & Licensing (Riversdale) with post number G117 – (T-Grade to be determined through Task evaluation) that reports to Chief Clerk: Vehicle Registration & Licensing (G042).

    1.8 Department: Vehicle Registration & Licensing – Post Designation: Clerk: Vehicle Registration & Licensing (Albertinia) with post number G118 – (T-Grade to be determined through Task evaluation) that reports to Chief Clerk: Vehicle Registration & Licensing (G042).

1.9 Department: Vehicle Registration & Licensing – Post Designation: Clerk: Vehicle Registration & Licensing (Stilbaai) with post number G119 – (T-Grade to be determined through Task evaluation) that reports to Chief Clerk: Vehicle Registration & Licensing (G042).

1.10 Department: Vehicle Registration & Licensing – Fixed-term temporary contract position for an Intern that reports to the Chief Clerk: Vehicle Registration & Licensing (G042).

1.11 Department: Fire Services & Disaster Management – Post Designation: Control room Operator x 4 with post numbers: G120-123 – T-Grade to be determined through Task evaluation that reports to the Platoon Commander (G080).

1.12 Department: Community Safety & Law Enforcement – Post Designation: Law Enforcement Officer with post numbers: G124 – T-Grade 6 reports to the Principal Inspector: Law Enforcement (G013).

1.13 Department: Community Safety & Law Enforcement – Post Designation: Law Enforcement Officer with post numbers: G125 – T-Grade 6 reports to the Principal Inspector: Law Enforcement (G016).

2. That the following posts be **abolished** from the organogram:

2.1 Department: Traffic Services – Post Designation: Traffic Officer posts: G035 & G033.

2.2 Department: Fire Services & Disaster Management

2.2.1 Station Commander – Post: G079.

2.2.2 Platoon Commander – Post: G081.

2.2.3 Fire Fighter – Post G096.

2.2.4 Senior Fire Fighter – Posts: G083, G084-G094.

3. That the reporting lines of the following posts be **changed** as follows:

3.1 Handyman (G019), with their sub-ordinate General Assistant (G020), report to Senior Inspector (G026).

3.2 Handyman (G022), with their sub-ordinate General Assistant (G023), report to Senior Inspector (G114).

3.3 Fire Fighters (G017 & G095) & Junior Fire Fighters (G100-103 & G105) report to Platoon Commander (G080).

3.4 Fire Fighters (G018 & G077) & Junior Fire Fighters (G104 & G076) report to Platoon Commander (G082).

4. That the post designation of the Divisional Commander Fire Services, change to Chief: Fire & Disaster Management.

5. That the **funding** of current vacant funded posts: G033, G034, G035, G083, be utilised to fund the following current and NEW posts: G112, G115, G114, G104, as outlined below:

CURRENT FUNDED POSTS					**PROPOSED FUNDED POSTS**			
Post nr.	**T-grade**	**Occupation**	**Cost to Company**		**Post nr.**	**T-grade**	**Occupation**	**Cost to Company**
G033	T10	Traffic Officer	R 443,001.15		G112	T8	Supervisor: Court	R 372,151.68
G034	T10	Traffic Officer	R 443,001.15		G115	T10	Ex. of Vehicles & Licenses	R 453,272.68

G035	T10	Traffic Officer	R 443,001.15		G114	T11	Senior Inspector	R 522,640.56
G083	T9	Senior Fire Fighter	R 410,313.13		G105	T6	Junior Fire Fighter	R 291,360.47
			R 1,739,316.58					R 1,639,425.39

AGENDA ITEM APPROVED BY / AGENDA ITEM GOEDGEKEUR DEUR:

Director: Corporate Management – Ms M Griesel

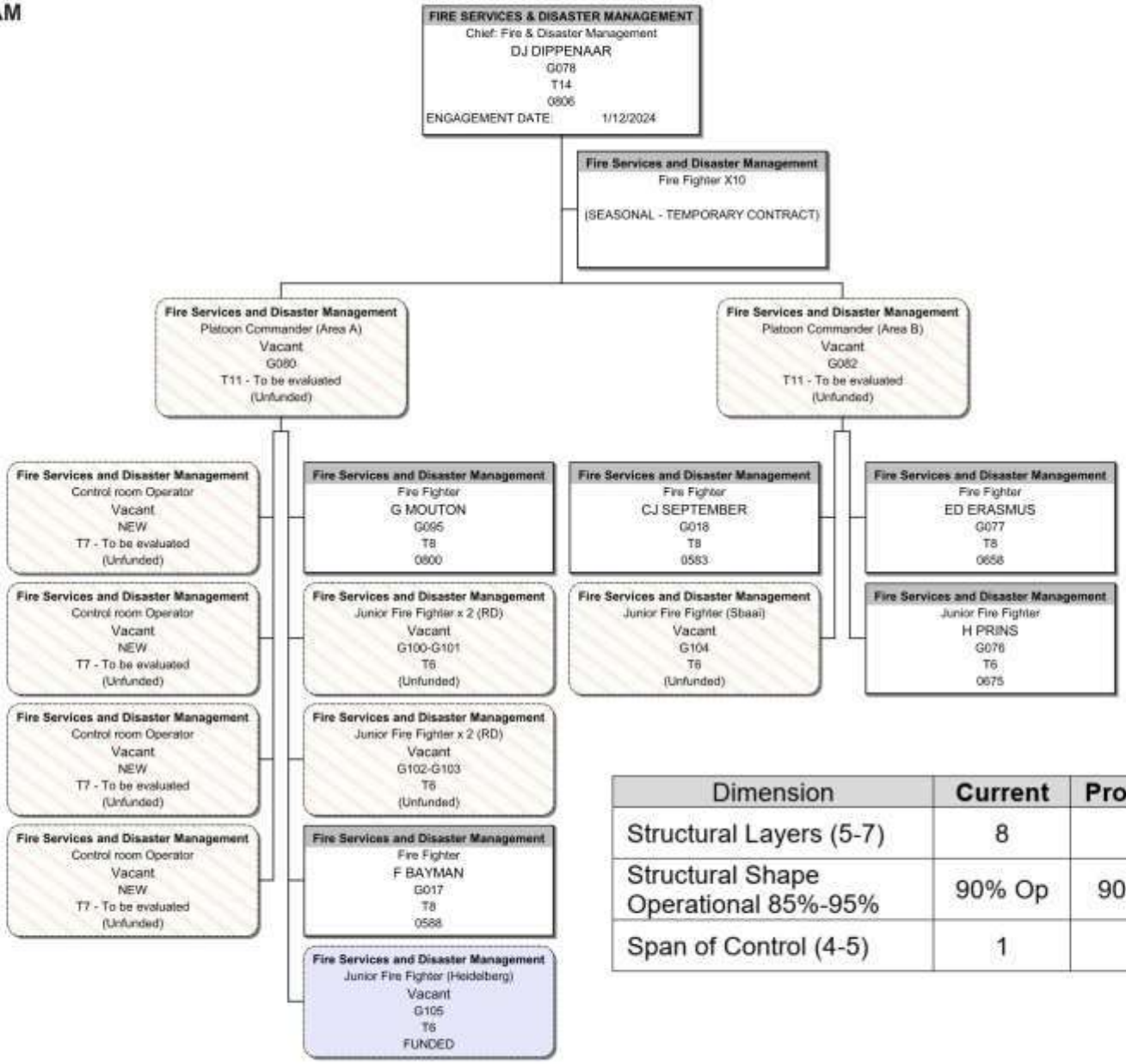
ATTACHMENTS / STAWENDE DOKUMENTE

Current and Proposed Organograms for Protection Services.

HESSEQUA MUNICIPALITY

DIRECTORATE: COMMUNITY SERVICES

Date: 26/10/2025
PROPOSED ORGANOGRAM



Dimension	Current	Proposed
Structural Layers (5-7)	8	6
Structural Shape Operational 85%-95%	90% Op	90% Op
Span of Control (4-5)	1	2

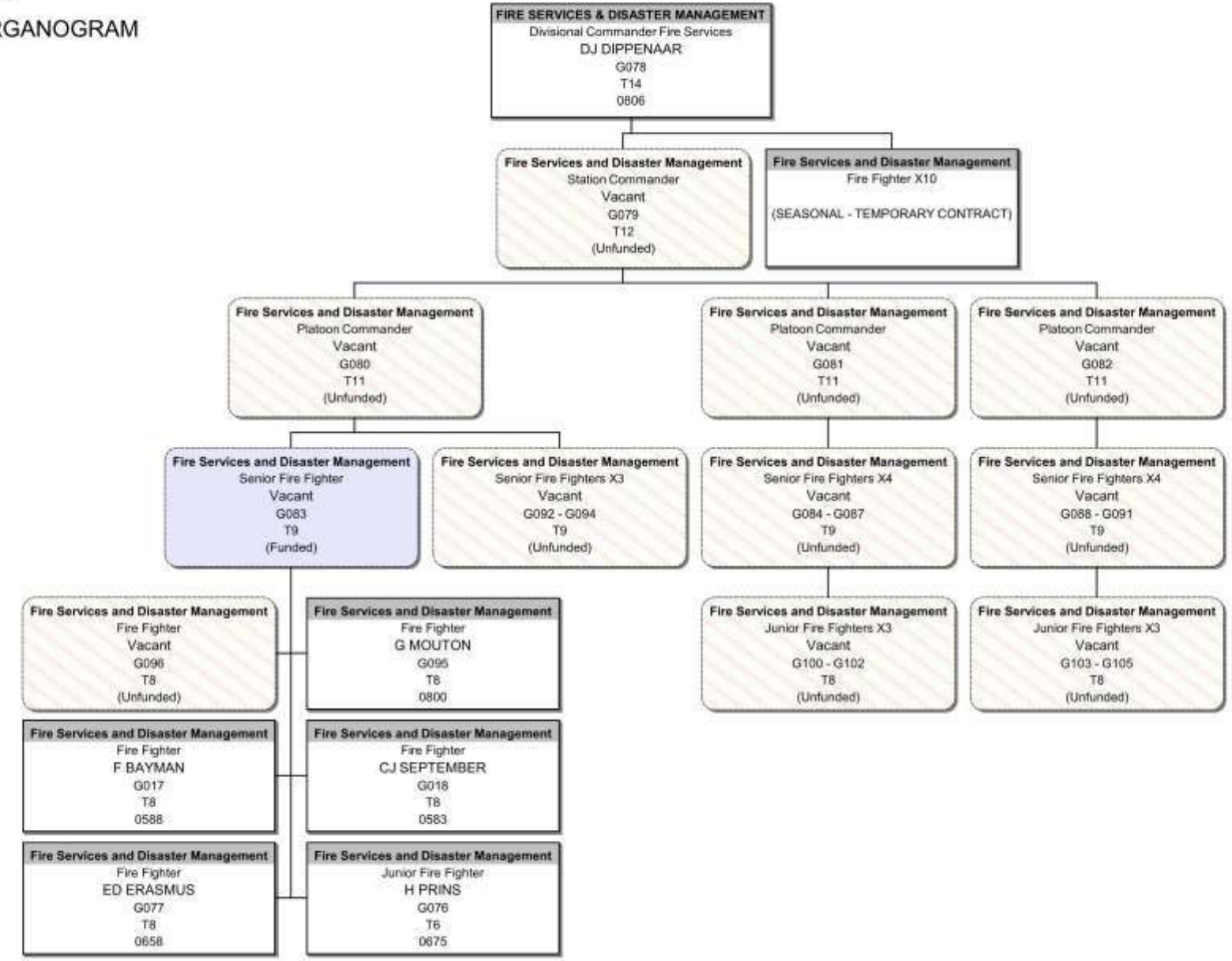
COMS7

HESSEQUA MUNICIPALITY

DIRECTORATE: COMMUNITY SERVICES

Date: 10/10/2025

CURRENT ORGANOGRAM

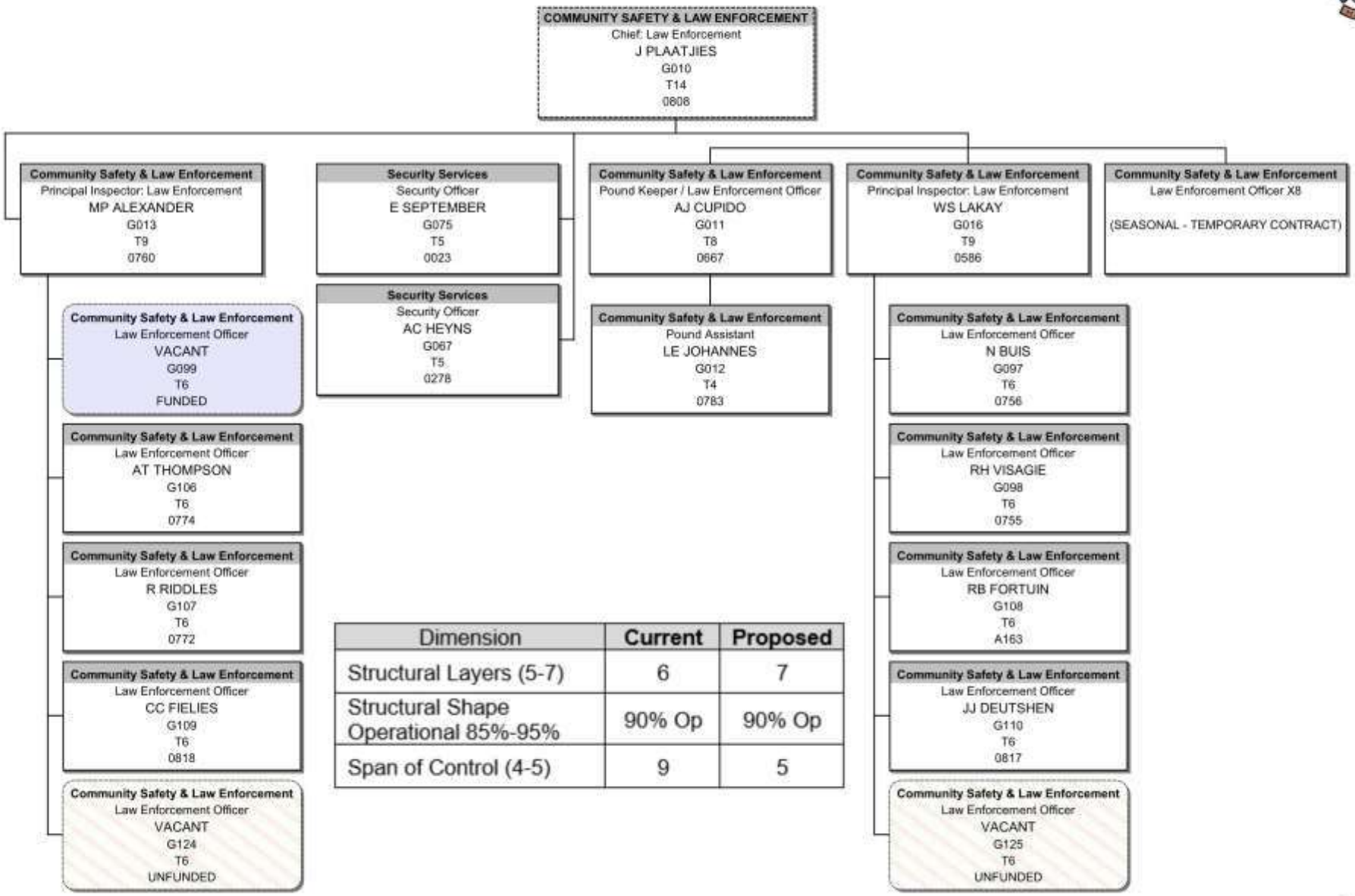


COMS7

HESSEQUA MUNICIPALITY

DIRECTORATE: COMMUNITY SERVICES

Date: 26/10/2025
PROPOSED ORGANOGRAM



Dimension	Current	Proposed
Structural Layers (5-7)	6	7
Structural Shape Operational 85%-95%	90% Op	90% Op
Span of Control (4-5)	9	5

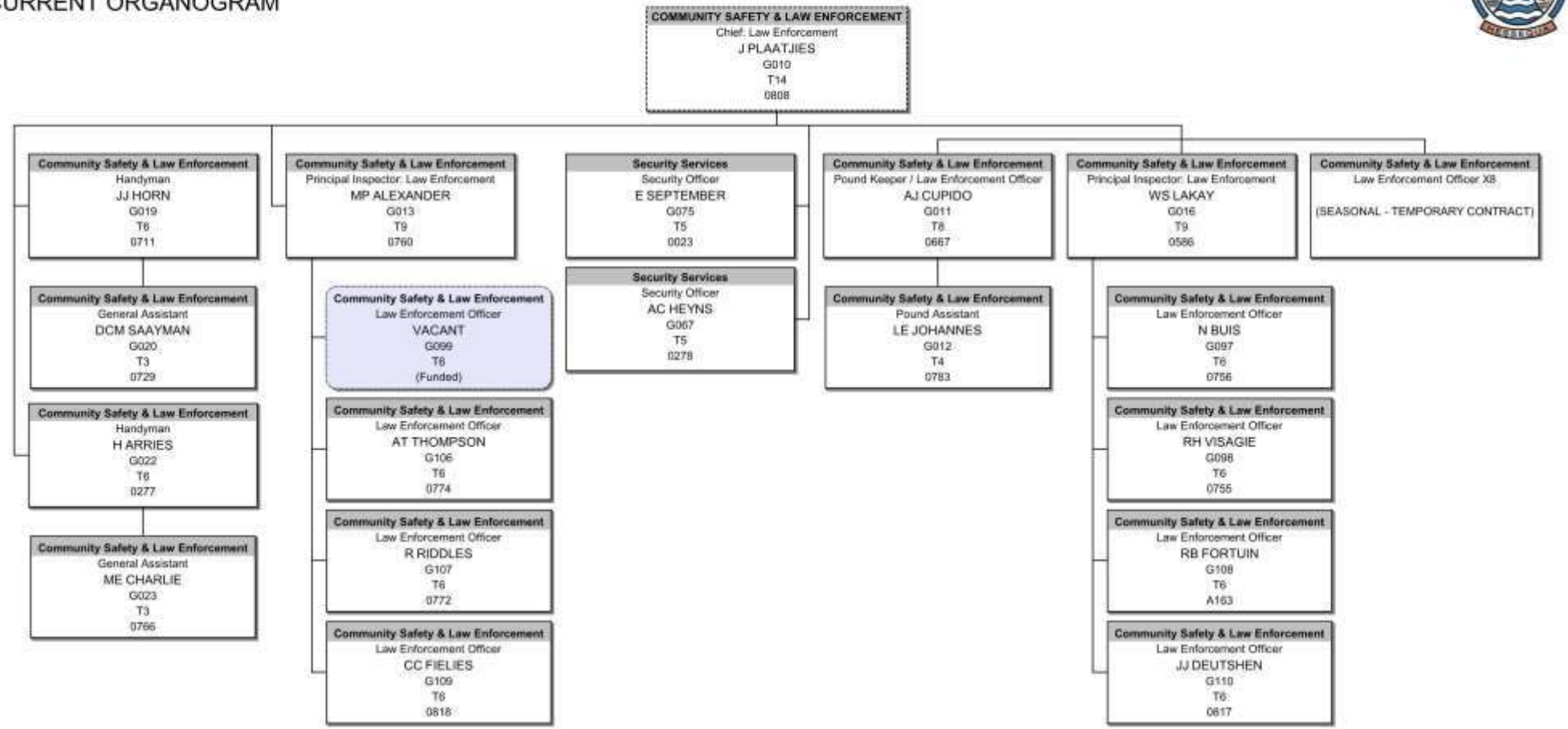
COMS4

HESSEQUA MUNICIPALITY

DIRECTORATE: COMMUNITY SERVICES

Date: 10/10/2025

CURRENT ORGANOGRAM

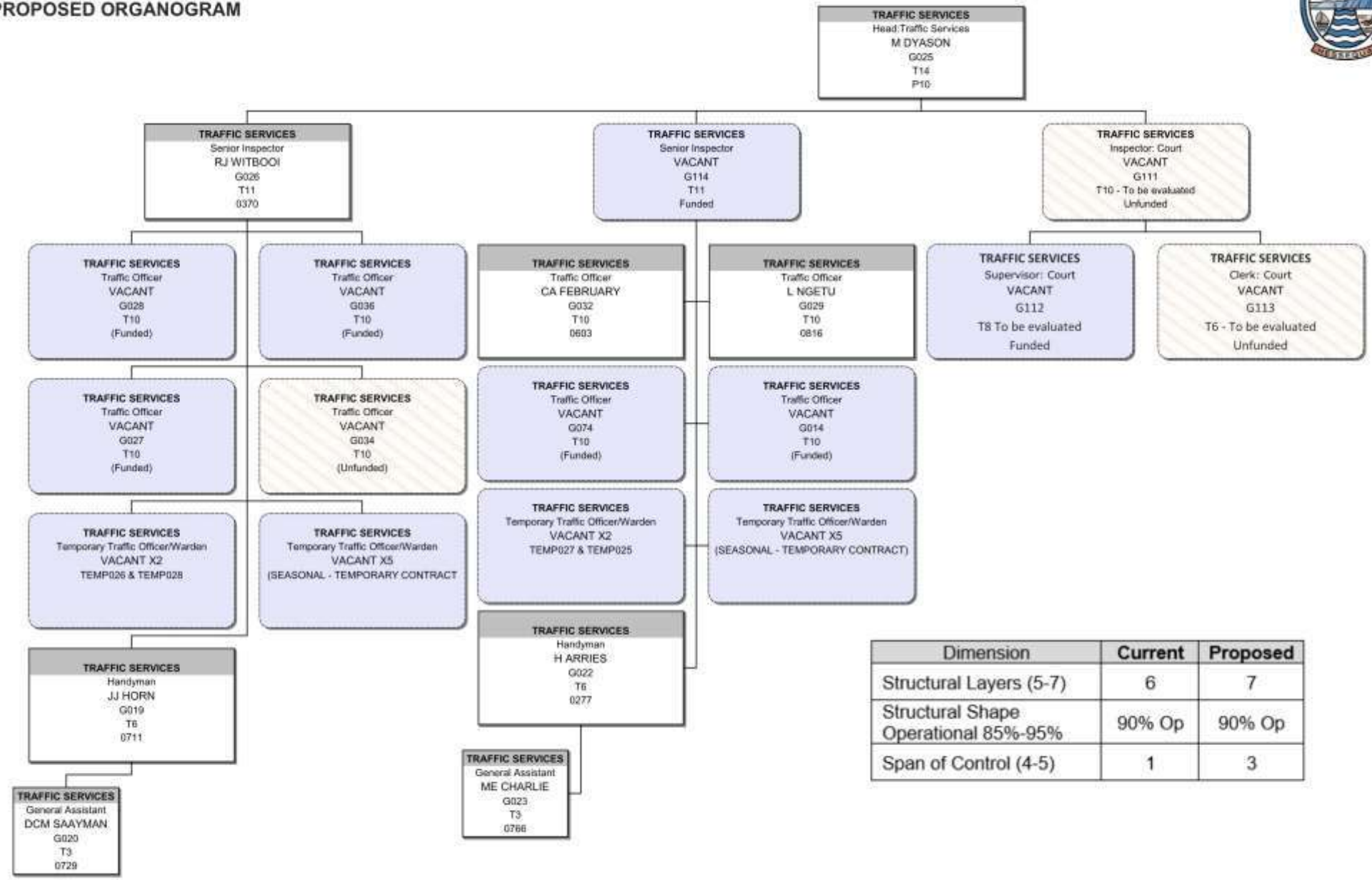


COMS4

HESSEQUA MUNICIPALITY

DIRECTORATE: COMMUNITY SERVICES

Date: 26/10/2025
PROPOSED ORGANOGRAM



Dimension	Current	Proposed
Structural Layers (5-7)	6	7
Structural Shape Operational 85%-95%	90% Op	90% Op
Span of Control (4-5)	1	3

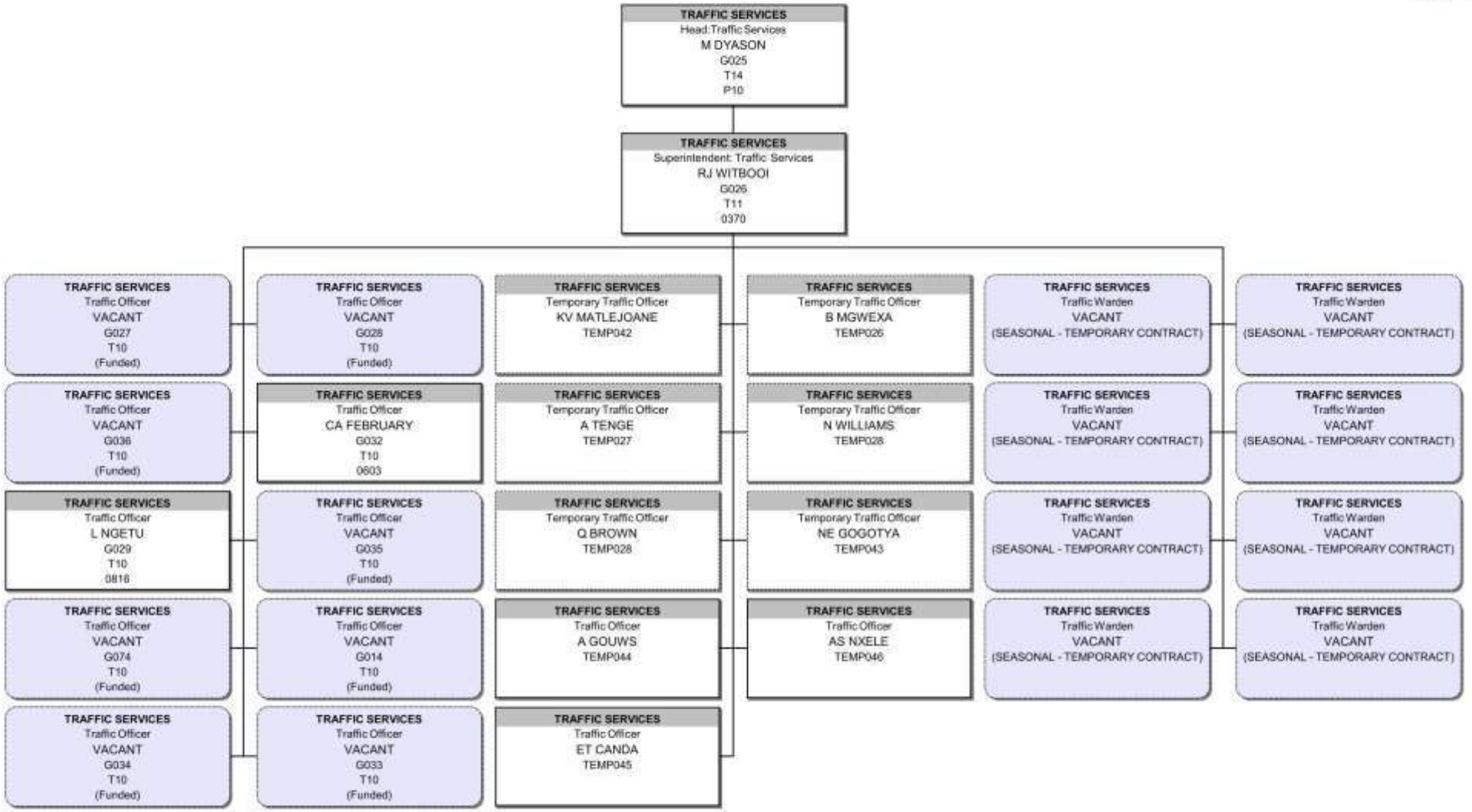
COMS5

HESSEQUA MUNICIPALITY

DIRECTORATE: COMMUNITY SERVICES

Date: 10/10/2025

CURRENT ORGANOGRAM

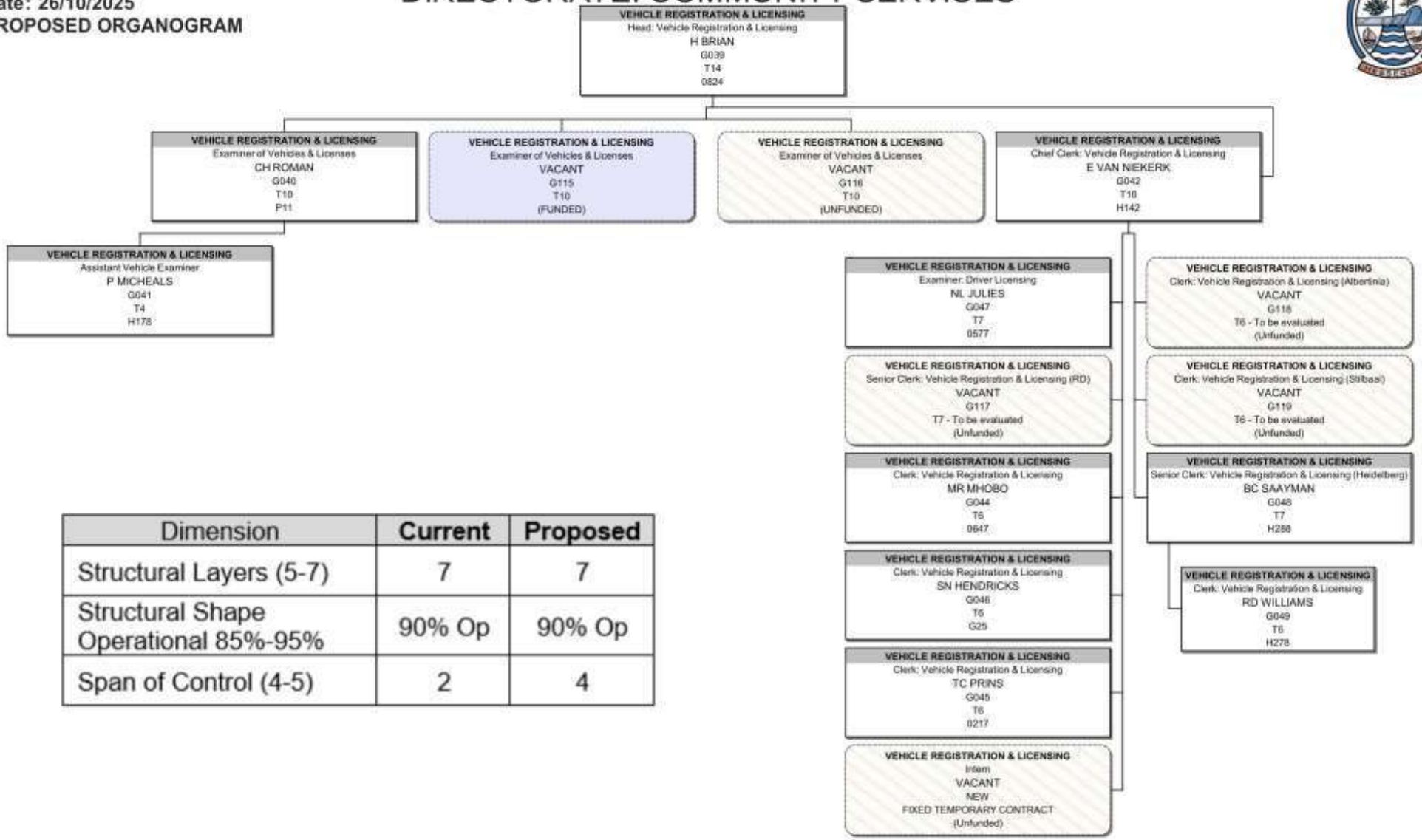


COMS5

HESSEQUA MUNICIPALITY

DIRECTORATE: COMMUNITY SERVICES

Date: 26/10/2025
PROPOSED ORGANOGRAM



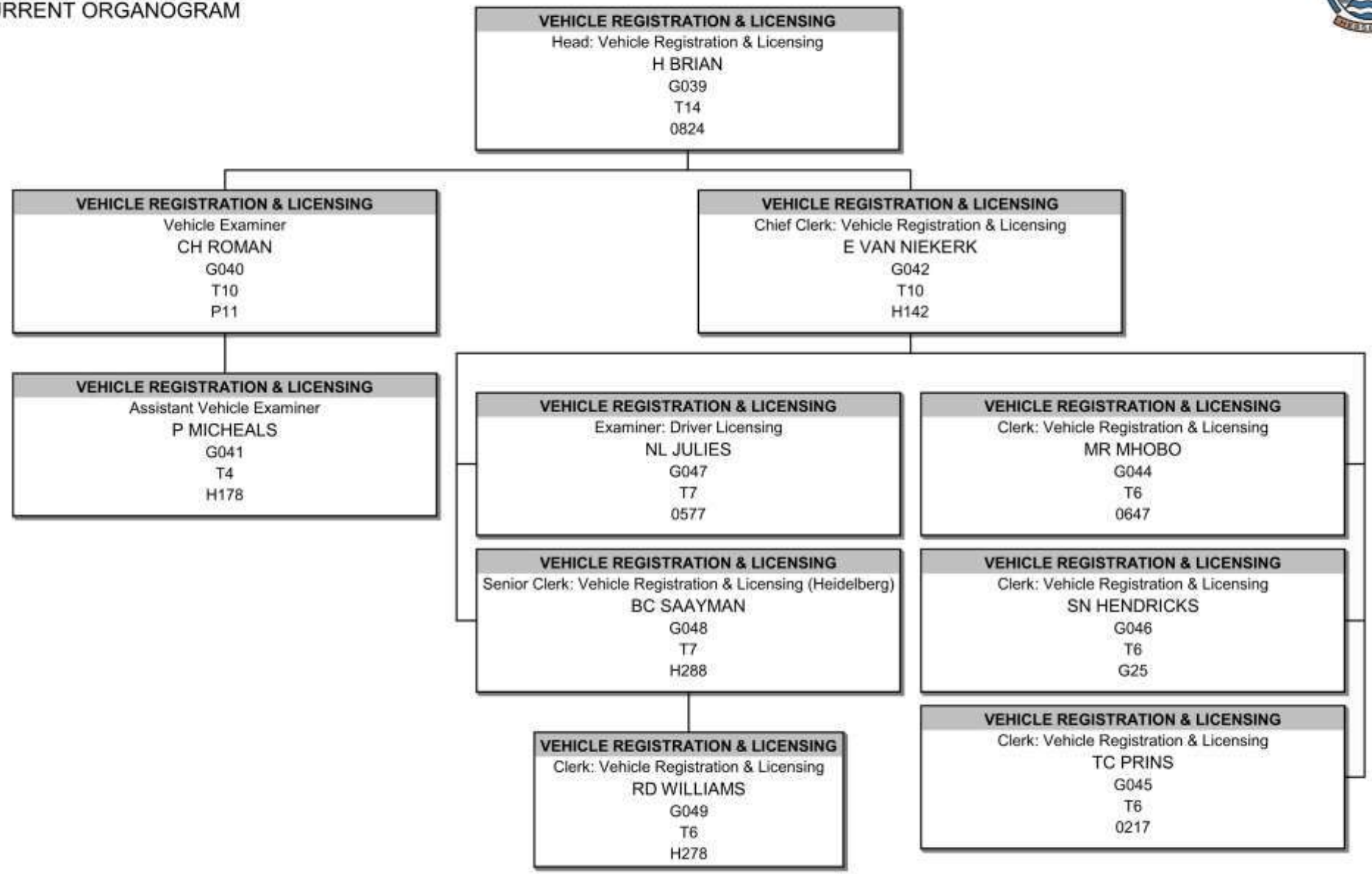
Dimension	Current	Proposed
Structural Layers (5-7)	7	7
Structural Shape Operational 85%-95%	90% Op	90% Op
Span of Control (4-5)	2	4

COMS6

HESSEQUA MUNICIPALITY
DIRECTORATE: COMMUNITY SERVICES

Date: 10/10/2025

CURRENT ORGANOGRAM



COMS6

9.5 KANSELLASIE VAN VERBANDAKTE: ERF 1282, HEIDELBERG

File number / Verwysingsnommer: 7/2/2/3

Meeting date / Vergadering datum: 25 Februarie 2026

Report by / Verslag deur: Koördineerder: Eiendomsbestuur – Me K Page

PURPOSE OF REPORT / DOEL VAN VERSLAG

Vir die Raad om die versoek van Peter Sydney Meyer, vir die kansellasie van die verbandakte ten opsigte van Erf 1282, Heidelberg, ten gunste van Hessequa Munisipaliteit, goed te keur.

BACKGROUND AND DISCUSSION / AGTERGROND EN BESPREKING

Die Eiendomsbestuur afdeling het op 25 September 2025, ‘n e-pos versoek vanaf Elmarie Jacobs, namens Van Der Spuy Prokureurs in Kaapstad ontvang, vir die kansellasie van die verbandakte ten opsigte van Erf 1282, Heidelberg. Me Jacobs het in die e-pos vermeld dat haar firma namens die korrespondente in Heidelberg (P.W. Hoffman Prokureurs), tot die registrasie van die transport van Erf 1282, Heidelberg toesien en dat daar aansoek gedoen word om die verbandakte ten gunste van die Munisipaliteit van Heidelberg, te kanselleer ten einde die eiendom te mag oordra.

Erf 1282, Heidelberg is in 1977 reeds in Pieter Meyer se naam geregistreer en in 1991 in die huidige eienaar, Peter Sydney Meyer, se naam oorgedra. Die eiendom ter sprake is dus nie munisipale eiendom nie.

Daar is egter op 28 Februarie 1977, ‘n verband ten gunste van die Munisipaliteit, teen die eiendom geregistreer. Die waarde van die verband, was vir die som van R 7 350.00 (sewe duisend drie honderd en vyftig rand) en was ingevolge die bepalings van Artikel 53 van die Behuisingswet, 4 van 1966 aangegaan.

Die verbandakte bepaal dat die leningsbedrag in paaiemente, oor ‘n tydperk van 30 jaar, teen ‘n rentekoers van 9¼% per jaar, betaalbaar is. Die verbandakte bepaal verder dat administrasiekoste (vir invordering van agterstallige bedrae, kansellasie van die verband wanneer dit afbetaal is of vermindering daarvan) wat in geheel 15% per maand beloop, tesame en benewens die paaiemente betaalbaar is.

Die Eiendomsbestuur afdeling het die prokureursfirma versoek om bewys te lewer dat die verband afgelos is. Die firma kon nie bewys hiervan lewer nie, maar het aangevoer dat die ouers van die huidige eienaar (wie die eiendom geërf het) reeds in 1994, die verband deur middel van ‘n munisipale terugbetalingskema afgelos het.

Aangesien verbandaktes nie onder die Eiendomsbestuur afdeling ressorteer nie, is die navraag aan die Finansies afdeling gerig om vas te stel of die verband reeds deur die verbandgewer afgelos is. Die Inkomste afdeling het bevestig dat hulle geen rekord van uitstaande lenings het nie.

Die navraag is ook aan die personeel in Heidelberg gerig, wie slegs die verbandakte kon opspoor en geen bewys kon opspoor dat die verband afgelos is nie.

Die Argiewe afdeling het ook bevestig dat daar geen rekord van die transaksie opgespoor kon word nie.

P.W. Hoffman prokureurs voer in ‘n skrywe, dateer 04 Desember 2025, aan dat hul firma in die vroeë 1980’s baie van die verbande namens die Munisipaliteit hanteer het. Volgens die firma was die leningsbedrag deur middel van ‘n maandelikse aftrekorder betaalbaar, vir ‘n maksimum tydperk van 5 jaar. Alhoewel daar geen bewyse daarvoor is nie, is die firma van oordeel dat die lening deur die huidige eienaar se ouers betaal is, aangesien die ouers die finansiering behartig het.

In die afwesigheid van enige bewyse dat die verband wel afgelos is, word dit dus aanvaar dat die verband nie afgelos is nie.

Dit word voorgestel dat die Finansies afdeling ‘n faktuur aan die huidige eienaar uitreik, gebaseer op die inhoud van die verbandakte, ten einde die eienaar ‘n geleentheid te bied om die uitstaande bedrae te betaal en sodoende die verband af te los. Die Munisipale Bestuurder kan dan gemagtig word om die dokumentasie ten opsigte van die kansellasie van die verbandakte, te onderteken, nadat die uitstaande bedrae vereffen is.

Die verslag het op **13 Februarie 2026** tydens die **Portefeuljekomitee vergadering** gedien en is die volgende aanbevelings gemaak:

“1. Dat die Komitee kennis neem van die Verbandakte (B 8924 / 1977) ten opsigte van Erf 1282, Heidelberg, ten gunste van die Munisipaliteit en die versoek om gemelde akte te kanselleer.

2. Dat die Komitee kennis neem dat geen bewyse opgespoor kon word wat daarop dui dat die verband afgelos is nie.

3. Dat die Finansies Afdeling ‘n faktuur aan die huidige eienaar van Erf 1282, Heidelberg, Peter Sydney Meyer, uitreik, welke op die bepalings van die Verbandakte gebaseer is, ten einde die eienaar ‘n geleentheid te bied om die uitstaande bedrae te vereffen en sodoende die verband af te los.

4. Dat die Munisipale Bestuurder gemagtig word om die dokumentasie vir die kansellasie van die Verbandakte te onderteken, onderhewig aan die voorwaarde dat daar bewys gelewer word dat die verband afgelos is.”

UITVOERENDE BURGEMEESTERSKOMITEE

Die item dien by die **Uitvoerende Burgemeesterskomitee** vergadering van **25 Februarie 2026** en terugvoer sal tydens die Raadsvergadering gegee word.

COMMENTS: MUNICIPAL MANAGER / KOMMENTAAR: MUNISIPALE BESTUURDER

Die aanbevelings word ondersteun.

COMMENTS: DIRECTOR CORPORATE MANAGEMENT / KOMMENTAAR: DIREKTEUR KORPORATIEWE BESTUUR

Die aanbevelings word ondersteun.

COMMENTS: DIRECTOR FINANCIAL SERVICES / KOMMENTAAR: DIREKTEUR FINANSIËLE DIENSTE

Daar word kennis geneem van die verslag en die aanbevelings word ondersteun.

COMMENTS: DIRECTOR DEVELOPMENT PLANNING / KOMMENTAAR: DIREKTEUR ONTWIKKELINGSBEPLANNING

COMMENTS: DIRECTOR TECHNICAL SERVICES / KOMMENTAAR: DIREKTEUR TEGNIESE DIENSTE

COMMENTS: DIRECTOR COMMUNITY SERVICES / KOMMENTAAR: DIREKTEUR GEMEENSKAPSDIENSTE

COMMENTS: MANAGER LEGAL SERVICES / KOMMENTAAR: BESTUURDER REGSDIENSTE

Daar word kennis geneem van die verslag en die aanbevelings word ondersteun.

COMMENTS: OTHER / KOMMENTAAR: ANDER

RECOMMENDATION / AANBEVELING

1. Dat die Raad kennis neem van die Verbandakte (B 8924 / 1977) ten opsigte van Erf 1282, Heidelberg, ten gunste van die Munisipaliteit en die versoek om gemelde akte te kanselleer.
2. Dat die Raad kennis neem dat geen bewyse opgespoor kon word wat daarop dui dat die verband afgelos is nie.
3. Dat die Finansies Afdeling ‘n faktuur aan die huidige eienaar van Erf 1282, Heidelberg, Peter Sydney Meyer, uitreik, welke op die bepalings van die Verbandakte gebaseer is, ten einde die eienaar ‘n geleentheid te bied om die uitstaande bedrae te vereffen en sodoende die verband af te los.
4. Dat die Munisipale Bestuurder gemagtig word om die dokumentasie vir die kansellasie van die Verbandakte te onderteken, onderhewig aan die voorwaarde dat daar bewys gelewer word dat die verband afgelos is.

AGENDA ITEM APPROVED BY / AGENDA ITEM GOEDGEKEUR DEUR:

Direkteur: Korporatiewe Bestuur – Me M Griesel

ATTACHMENTS / STAWENDE DOKUMENTE

1. Verbandakte.
2. Versoek om kansellasie van Verbandakte.
3. Korrespondensie.

P.W. HOFFMAN

PROKUREURS - ATTORNEYS
TAKSATEURS - APPRAISERS

CARMINE JOHANNES PECORARO
B.A. B.PROC
MARK G NICHOLLS B.A. LLB.
PROFESS. ASSIST/PROFESS. ASSISTANT.

Van Riebeeckstraat/Street 44
Posbus / P.O. Box 123
HEIDELBERG WES-KAAP
6665
Tel: 028 – 7221646
Fax: 028 – 7221530
e-mail/pos: pwh@easycoms.co.za

ONS VERW./OUR REF. CJP
U VERW./YOUR REF.: P Louw
3 November 2025

Die Munisipale Bestuurder
Munisipaliteit Hessequa
Posbus 29
Riversdal

Per: kay-ann@hessequa.gov.za

Waarde Here

i.s.: **ERF TRP PS & L MEYER/BJG CRONJE**
ERF 1282 HEIDELBERG

Ons verwys na bogemelde aangeleentheid, asook u skrywe van 24 Oktober 2025.

Ons instruksie van Mnr Meyer is die volgende:

1. Die eiendom is verkry toe hy nog 'n minderjarige was en 'n vruggebruik is geregistreer ten gunste van sy moeder wat intussen oorlede is.

2. Volgens hom het sy moeder die verband afgelos reeds in 1994.

3. Hy het natuurlik geen bewys daarvan nie en stel voor dat u, u rekords nagaan hieromtrent.

Ons verneem graag van u hieromtrent.

Geliewe ontvangs te erken.

Met dank.

Die uwe
C.J.PECORARO
P.W.HOFFMAN PROKUREURS

14

WET 2/87

B 4310/91

VERBAND MORTGAGES
vir 25 01 91
for R 7875,00 (met preferansie / with preference)
vir 'n verdere bedrag nie te bogaande
for an additional amount not exceeding
R 200,00
Aktekantoor, Deeds Office, Kaapstad, Cape Town.
Registrateur/Adj. Registrar.

VIR ENDOSSEMENTE KYK BLADSY 6 ET SEQ.
FOR ENDORSEMENTS SEE PAGE

T 4351/91

TRANSPORTAKTE

VAN DER SPUY EN VENNOTE
KAAPSTAD
SC/191290

Opgestel deur my,
Aktebesorger
AG VAN DER SPUY

Hiermee word bekend gemaak dat

ANDRE GERHARD VAN DER SPUY Aktebesorger,

voor my, Registrateur van Aktes in Kaapstad, verskyn het, behoorlik daartoe gemagtig deur 'n Volmag ten gunste van hom verly te HEIDELBERG KAAP op die 14de dag van JUNIE 1990 deur

Die EKSEKUTEUR in die BOEDEL van WYLE
PIETER MEYER
wie in gemeenskap van goed getroud was met MAGDALEINE CHRISTINE MEYER

en MAGDALEINE CHRISTINE MEYER
IDENTITEITSNOMMER: 450727 0049 01 8
ONGETROUD
in haar persoonlike hoedanigheid

EN DIE KOMPARANT ALDUS GEMAGTIG HET VERKLAAR DAT:

NADEMAAL/...

NADEMAAL die hiernagemelde eiendom die hiernagemelde Transportnemer toekom kragtens die gesamentlike Testament gedateer 21 OKTOBER 1987, van genoemde wyle PIETER MEYER wat oorlede is op 9 MEI 1989 en nagelate eggenote MAGDALEINE CHRISTINE MEYER ingevolge waarvan die Testateurs hul Boedels saamgesmelt het en ten opsigte waarvan die langslewende geadieer het.

ONDERHEWIG aan 'n lewenslange vruggebruik ten gunste van MAGDALEINE CHRISTINE MEYER soos hierinlater volledig uiteengesit.

NOU DERHALWE sedeer en transporteer die gemelde Komparant, in sy hoedanigheid voormeld, hiermee in volkome en vrye eiendom aan en ten gunste van:-

PETER SYDNEY MEYER
IDENTITEITSNOMMER: 750628 5128 01 2
'n MINDERJARIGE

- GEKLEURDE GROEP -

SY Erfgename, Eksekuteurs, Administrateurs of Gemagtigdes;

GEKLEURDE GROEP
COLOURED GROUP

ERF 1282 HEIDELBERG
In die Munisipaliteit van HEIDELBERG
Afdeling SWELLENDAM

GROOT: 589 (Vyfhonderd Nege en Tagtig) Vierkante meter

AANVANKLIK OORGEDRA EN NOG GEHOU Kragtens Transportakte Nr. T10889/1977 met Algemene Plan T.P. 8378 wat daarop betrekking het

A. ONDERHEWIG aan die voorwaardes waarna verwys word in Transportakte Nr. T11031/1922.

B. ONDERHEWIG VERDER aan die spesiale voorwaardes vervat in Aanhangsel "A" geheg aan Transportakte Nr. T11031/1922.

C. ONDERHEWIG VERDER /.....

C. **ONDERHEWIG VERDER** aan die volgende voorwaardes vervat in Transportakte Nr T.10889/1977 en opgelê deur die Administrateur van die Kaapprovinsie kragtens Ordonnansie nr 33 van 1934 tydens die goedkeuring van die stigting van die **HEIDELBERG DORP UITBREIDING NR. 1**, naamlik:-

1. Alle woorde en uitdrukkings wat in die volgende voorwaardes gebesig word, het dieselfde betekenisse as wat daaraan geheg word by die regulasies afgekondig by Provinsiale Kennisgewing Nr 623 van 14 Augustus 1970.

2. Ingeval 'n dorpsaanlegskema of enige gedeelte daarvan op hierdie erf van toepassing is of daarop van toepassing gemaak word, sal enige bepalings daarvan wat meer beperkend is as enige voorwaardes van eiendomsreg wat op hierdie erf van toepassing is voorkeur geniet. Enige bepaling van hierdie voorwaardes moet nie opgevat word al sou dit die bepalings van Artikel 146 van Ordonnansie nr 15 van 1952, soos gewysig, vervang nie.

3. Die eienaar van hierdie erf is verplig om sonder betaling van vergoeding, toe te laat dat elektrisiteitskabels of -drade, hoof- en ander waterpype en die rioolvuil en dreinering, insluitende stormwater van enige ander erf of erwe, binne of buite hierdie dorp, oor hierdie erf gevoer word indien dit deur die plaaslike owerheid nodig geag word, en wel op die wyse en plek wat van tyd tot tyd redelikerwys vereis word. Dit sluit die reg op toegang te alle redelike tye tot die eiendom in met die doel om enige werke met betrekking tot bogenoemde aan te lê, te wysig, te verwyder of te inspekteer.

4. Die eienaar van hierdie erf is verplig om sonder vergoeding op die erf die materiaal te ontvang of uitgrawing op die erf toe te laat al na vereis word, sodat die volle breedte van die straat gebruik kan word en die wal veilig en behoorlik skuins gemaak kan word omrede van die verskil tussen die hoogte van die straat soos finaal aangelê en die erf tensy hy verkies om steunmure te bou tot genoeë van en binne 'n tydperk wat die plaaslike Owerheid bepaal.

5. Geen gebou op hierdie erf mag gebruik word of van gebruik verander word vir 'n ander doel as wat volgens hierdie voorwaardes toegelaat word nie.

6.(a) Hierdie erf mag alleenlik gebruik word vir die oprigting daarop van een woning of ander geboue vir die doeleindes wat die Administrateur van tyd tot tyd, na oorleg met die Dorpekommissie en die plaaslike owerheid, goedkeur, met dien verstande dat, indien die erf in die gebeid van 'n dorpsaanlegskema ingesluit is, die plaaslike owerheid enige ander geboue wat deur die skema toegelaat word, kan toelaat onderworpe aan die voorwaardes en beperkings wat in die skema bepaal word.

(b) Geen gebou of struktuur of enige gedeelte daarvan behalwe grensmure en heinings, mag nader as 5 meter van die straatlyn wat 'n grens van hierdie erf uitmaak, asook nie binne 3 meter van die agtergrens of 1,5 meter van die sygrens gemeen aan enige aangrensende erf opgerig word nie, met dien verstande dat met die toestemming van die plaaslike owerheid:-

(i) 'n buitegebou wat uitsluitend vir die stalling van motorvoertuie gebruik word en hoogstens 3 meter is, gemeet van die vloer van die buitegebou tot by die muurplaat daarvan, binne sodanige sy - en agterruimtes opgerig mag word, en enige ander buitegebou van dieselfde hoogte binne die agterruimte en syruimte opgerig mag word vir 'n afstand van 12 meter gemeet van die agtergrens van die erf, met dien verstande dat in geval van 'n hoekerf die afstand van 12 meter gemeet moet word van die punt wat die verste is van die strate wat die erf begrens;

(ii) 'n buitegebou ingevolge subparagraaf (i) slegs nader aan 'n sygrens of agtergrens van 'n perseel as die afstand hierbo voorgeskryf, opgerig mag word indien geen vensters of deure in enige muur, wat op sodanige grens front, aangebring word nie.

(c) By die konsolidasie van hierdie erf of enige gedeelte daarvan met enige aangrensende erf wat onderworpe is aan dieselfde voorwaardes as die wat hierin uiteengesit word, is hierdie voorwaardes op die gekonsolideerde eiendom van toepassing asof dit een erf is.

(d) Ingeval hierdie erf onderverdeel word, is elke onderverdeelde gedeelte, uitgesonderd 'n gedeelte afgesny vir pad- of dergelike doeleindes, onderworpe aan die voorwaardes hierin uiteengesit asof dit die oorspronklike erf is.

D. ONDERHEWIG VERDER aan die lewenslange vruggebruik ten gunste van:

MAGDALEINE CHRISTINE MEYER
IDENTITEITSNOMMER: 450727 0049 01 8
ONGETROUD

- BLANKE GROEP -

kragtens die gesamentlike Testament gedateer 21 OKTOBER 1987 van gemelde boedel wyle PIETER MEYER, en nagelate eggenote MAGDALEINE CHRISTINE MEYER.

WESHALWE/.....

WESHALWE die Komparant afstand gedoen het van alle eiendoms- en ander regte wat die gesegde Transportgewer/s

GESAMENTLIKE BOEDEL

tot op hede op gemelde vaste eiendom gehad het en gevolglik ook erken dat hy/sy-/hulle/dit daarvan heeltemal onteien is, en geen eiendoms- en ander regte daarop besit nie; en dat, kragtens hierdie Akte, die gesegde Transportnemer/s

SY

Erfgename, Eksekuteure, Administrateure of Gemagtigdes tans is en voortaan op die volle eiendomsregte daarop geregtig sal wees, ooreenkomstig plaaslike gebruik, onder voorbehoud nogtans van die Regte van die Staat

XXXXXXXXXXXXXXXXXXXX

AS BEWYS WAARVAN EK, die genoemde REGISTRATEUR, saam met die KOMPARANT, q.q. hierdie Akte onderteken het en die Ampseël daarop laat aanbring het.

ALDUS GEDOEN EN UITGEVOER in die Kantoor van die REGISTRATEUR VAN AKTES TE KAAPSTAD op hede die 25ste dag van Januarie in die Jaar van Onse Heer Eenduisend Negehonderd Een en Negentig (1991).

q.q. SY PRINSIPAAL

In my teenwoordigheid

REGISTRATEUR VAN AKTES

4

ER SPUY
ENNOTE
25-2490

Opgestel deur my

AKTEBESORGER.
A G VAN DER SPUY

SEËLS
STAMPS
SEËLREG. DUTY 15.80
FOOI FEE

B 4310/91

VERBANDAKTE

SY DIT HIERBY KENNELIK DAT: ANDRE GERHARD VAN DER SPUY

voor my, die REGISTRATEUR van AKTES te KAAPSTAD verskyn het waartoe hy, die genoemde KOMPARANT behoorlik gemagtig is uit krag van `n Volmag aan hom verleen deur

PETER SYDNEY MEYER, Identiteitsnommer 750628 5128 01 2, ongetroud, minderjarig, bygestaan deur sy Moeder en Natuurlike Voog, MAGDALEINE CHRISTINE MEYER

(hierna die Verbandgewer genoem), onderteken te HEIDELBERG Kaap Provinsie op die 24ste dag van SEPTEMBER 1990

En/

Art.55 Wet Nr.2/1937

En die KOMPARANT het verklaar dat sy PRINSIPAAL, die genoemde Verbandgewer, waarlik en wettiglik verskuldig en gebonde en gehoue is aan en ten behoewe van die

MUNISIPALITEIT VAN HEIDELBERG

sy regverkrygendes of ander wettige houer of houers (hierna die Verbandhouer genoem), vir die som van R7 875,00
(SEWEDUISEND AGHONDERD VYF EN SEWENTIG RAND) synde die kapitale bedrag van 'n lening wat die Verbandhouer aan die Komparant se Prinsipaal toegestaan het ingevolge die bepalings van Artikel 55 van die Behuisingswet (Raad van Verteenwoordigers), Wet Nr. 2 van 1987.

En die Komparant het namens sy genoemde Prinsipaal verklaar dat hy afstand doen van alle voordele wat voortspruit uit die wetlike eksepsies non causa debiti et non numeratae pecuniae met die krag en betekenis waarvan hy verklaar dat sy genoemde Prinsipaal ten volle bekend is. Welke voormelde bedrag van R7 875,00
(SEWEDUISEND AGHONDERD VYF EN SEWENTIG RAND) tesame met rente daarop teen 'n rentekoers persent per jaar soos hierna genoem, op die wyse en op die tye soos hierna uiteengesit, die Komparant namens sy Prinsipaal belowe en onderneem om te betaal of te laat betaal aan die Verbandhouer. En as sekuriteit vir die betaling van voornoemde Hoofsom en rente daarop verskuldig en as addisionele sekuriteit tot 'n bedrag van hoogstens R200,00 (Tweehonderd Rand) vir die verskeie skulditems wat uiteengesit is in voorwaarde 15 van die hiernagenoemde voorwaardes, het die Komparant q.q. verklaar om onder 'n EERSTE VERBAND die volgende eiendom (hierna die beswaarde eiendom genoem), te verbind, naamlik:

ERF 1282 HEIDELBERG

in die Munisipaliteit van Heidelberg in die Afdeling Swellendam.

GROOT: 589 vierkante meter.

GEHOU kragtens Transportakte Nr. T 4351 • 91 1991

ONDERHEWIG aan die voorwaardes daarin vervat.

En verder onderworpe aan die volgende spesiale voorwaardes:

(1) Die Verbandgewer belowe om die hoofsom, tesame met rente daarop, aan die Verbandhouer of ander wettige houer van die verband, sy opvolgers in titel of regverkrygendes te betaal of te laat betaal soos hierna bepaal en op die wyse en op die tye soos hierna uiteengesit is.

(2) DIE hoofsom wat deur hierdie verband versekureer word, sal deur die Verbandgewer aan die Verbandhouer in maandelikse paaiemente terugbetaal word, soos deur die Verbandhouer bepaal oor 'n tydperk van 30 (dertig) jaar en die eerste paaiement van rente en delging moet op die eerste dag van die maand wat volg op die voltooiing of bewoning van die huis, wat ookal die vroegste mag wees, betaal word en daarna maandeliks nie later nie as op die eerste dag van elke daaropvolgende maand totdat die hele bedrag van die verskuldigde hoofsom en rente afbetaal is. Met dien verstande dat dit nie geag sal word dat enige bepaling in hierdie klousule vervat, die Verbandgewer die reg ontneem om enige verskuldigde saldo ten opsigte van die bedrae deur hierdie Verband verseker te eniger tyd aan die Verbandhouer terug te betaal nie. Al sodanige bedrae moet aan die Verbandhouer by sy streekkantoor of by sodanige ander plek as wat die Verbandhouer van tyd tot tyd mag bepaal, gemaak word.

(3) Die/

(3) Die rentekoers is
met dien verstande dat die Verbandhouer, ondanks andersluidende bepalings hierin vervat, te eniger tyd met drie (3) maande skriftelike kennisgewing aan die Verbandgewer die rentekoers kan verhoog op alle bedrae ingevolge hierdie verband verskuldig aan of invorderbaar deur die Verbandhouers.

(4) Elke voornoemde maandelikse paaiement sal in die eerste plek aangewend word ter vereffening van rente op die dan verskuldigde kapitaal, terwyl die balans aangewend sal word ter vermindering van die kapitaal.

(5) Indien die Verbandgewer in gebreke bly om enige maandelikse paaiement op sy vervaldag te betaal, moet hy rente daarop aan die Verbandhouer betaal vanaf sodanige datum tot die datum van betaling, teen die rentekoers soos in klousule 3 hierbo uiteengesit is.

(6) Ingeval daar enige vraag betreffende die bedrag van kapitaal en/of rente en/of administrasiekoste wat te eniger tyd verskuldig mag wees ontstaan moet die Hoofdirekteur, Departement Plaaslike Bestuur, Behuising en Landbou in die Administrasie Raad van Verteenwoordigers, geraadpleeg word, wie se beslissing, wat deur sy genomineerde skriftelik aan die Verbandgewer meegedeel sal word, finaal en bindend sal wees op die Verbandgewer en die Verbandhouers.

(7) Die Verbandgewer magtig hiermee die Verbandhouer om `n Allesomvattende Huiseienaarsversekeringspolis vir die geboue op die beswaarde eiendom uit te neem vir `n bedrag wat deur die Verbandhouer bepaal word, en om die premies en seelreg daarop te betaal en die Verbandhouer sal geregtig wees om al sodanige premies, selreg en uitgawes wat deur hom aangegaan mag word, tesame met rente daarop teen die rentekoers soos in klousule 3 hierbo uiteengesit is, van die Verbandgewer te verhaal.

(8) Die allesomvattende Huiseienaarsversekeringspolis oor die eiendom sal deur die Verbandhouer in bewaring gehou word totdat die lening ten volle terugbetaal is. Die polis moet die "Verbandklousule" bevat.

(9) Die Verbandgewer moet van tyd tot tyd en te alle tye solank hierdie Verband van krag is, alle geboue, bouwerke en verbeterings wat reeds op die beswaarde eiendom opgerig is of hierna daarop opgerig sal word binne, sowel as buite, in goeie en deeglike toestand hou en hy mag geen wesenlike verandering daaraan of aan enige gedeelte daarvan aanbring of enigiets van die beswaarde eiendom verwyder nie tensy die Verbandhouer se skriftelike toestemming eers daartoe verkry is en, indien die Verbandgewer versuim om aan die voormelde voorwaardes te voldoen, sal die Verbandhouer geregtig wees om volgens sy keuse:

(a) Enige bedrag wat vir die behoorlike onderhoud en herstelling daarvan noodsaaklik is op koste en vir rekening van die Verbandgewer te bestee; of

(b) Om van die Verbandgewer te eis dat hy enige balans hieronder verskuldig aan die Verbandhouer terugbetaal en die Verbandgewer stem spesiaal daartoe in dat by versending van `n kennisgewing, onderteken deur die Hoofdirekteur, van die Departement voormeld, of deur `n beampte deur die Verbandhouer benoem en geadresseer aan die Verbandgewer by sy domicilium citandi et executandi en bevattende `n verklaring dat die geboue, bouwerke of verbeterings nie tot bevrediging van die Verbandhouer in stand gehou is nie, die balans dan nog verskuldig en die rente daarop volgens keuse van die Verbandhouer wettiglik verskuldig en invorderbaar sal wees, en dat die Verbandhouer dan geregtig sal wees om die bevoegdhede uit te oefen soos uiteengesit in voorwaarde 11 hiervan.

(10) Enige/

(10) Enige lid of amptenaar van die Verbandhouer wat in die algemeen of spesiaal deur hom daartoe gemagtig is, mag te eniger tyd wat vir die behoorlike nakoming van sy pligte billik is, enige grond of gebou betree ten opsigte waarvan enige gedeelte van die lening nog terugbetaalbaar is, ten einde enige inspeksie uit te voer of enige werk te doen of om enigiets te doen wat hy gelas of gemagtig is om te doen.

(11) In die geval van nie-betaling van enige bedrag verskuldig ten opsigte van rente op die lening, of van enige paaiement ingevolge daarvan of in die geval van die nie-betaling op die vervaldag van enige bedrag aan die plaaslike bestuur verskuldig ten opsigte van belastings, water of ander munisipale heffings ten opsigte van die beswaarde eiendom of in die geval van enige ander verbreking van hierdie voorwaardes, word die gemelde hoofsom of enige onbetaalde balans daarvan, die rente daarop of enige bedrag soos gesertifiseer deur die Hoofdirekteur, van die Departement voormeld, of sy behoorlik gemagtigde verteenwoordiger, volgens die keuse van die Verbandhouer wettiglik verskuldig en invorderbaar en sal die Verbandhouer geregtig wees om die magte uit te oefen en die regsmiddele toe te pas soos uiteengesit in Artikel 21 van die Behuisingswet (Raad van Verteenwoordigers), Wet Nr.2 van 1987.

(12) Nadat die Verbandgewer in `n sekere skriftelike aansoek om genoemde lening wat aan die Verbandhouer gerig is, die waarheid van die Verbandgewer se antwoorde op die vrae daarin vervat, en van die inligting deur hom daarin vervat, gewaarborg het en spesiaal ingestem het dat die aansoek `n waarborg en basis van die ooreenkoms tussen die Verbandgewer en die Verbandhouer sal wees, is die Verbandhouer na sy keuse geregtig om ingeval die Verbandgewer genoemde waarborg op enige wyse verbreek of verbreek het, die bevoeghede vervat in voorwaarde (11) hierbo, uit te oefen nieteenstaande die feit dat die Verbandgewer op geen ander wyse die voorwaardes van hierdie Verband verbreek het nie.

(13) Die Verbandgewer moet aan die Verbandhouer enige koste betaal wat laasgenoemde mag aangaan in verband met die invordering van enige bedrag wat ingevolge genoemde Verband of hierdie voorwaardes betaalbaar mag wees; asook in verband het die kansellering van genoemde Verband wanneer dit afbetaal is, of met die vermindering daarvan en, in die besonder stem die Verbandgewer in om aan die Verbandhouer `n bedrag te betaal ten opsigte van administrasiekoste wat in geheel 15 (vyftien) per centum per maand beloop en tesame met en benewens die paalemente waarna in voorwaarde 2 hiervan verwys word, betaalbaar is.

(14) Die Verbandgewer mag, solank hierdie verband van krag bly, die beswaarde eiendom of enige gedeelte daarvan nie verhuur, verpag, verbind, oordra of verpand of op enige ander manier verder beswaar nie en ook geen algemene verband of `n verband wat `n algemene klousule bevat daaroor passeer nie sonder dat die voorafverkree skriftelike toestemming van die Verbandhouer verkry is nie.

(15) Alle toekomstige voorskotte, skulde of else (bo en behalwe genoemde kapitaalbedrag en rente) en in die besonder daardie waarna in voorwaardes 5, 7, 9 en 13 hiervan verwys word en staats- en munisipale gelde, belastings en heffings (vir sover hulle nie preferent volgens wet is nie), seelreg en ander koste aangegaan soos in hierdie verband uiteengesit, tesame met rente daarop, wat deur hierdie Verband verseker moet word, sal nie `n bedrag van R200 (Tweehonderd Rand) te bowe gaan nie, ten opsigte waarvan die Komparant hiermee erken dat sy Prinsipaal aan die Verbandhouer gehoue en gebonde is.

(16) Die/

(16) Die Verbandhouer sal, tydens die duur van hierdie verband die transportaktes van voornoemde eiendom behou en geregtig wees om dit in besit te hou totdat die lening en alle bedrae betaalbaar onder hierdie verband ten volle afgelos is.

(17) Vir die doeleindes van hierdie verband en van enige geregtelike stappe wat ten gevolge daarvan gedoen mag word, of enige kennis wat die Verbandhouer mag verlang om te gee, kies die Verbandgewer die voornoemde beswaarde eiendom as sy domicilium citandi et executandi.

(18) Die eiendom mag nie, ondanks die feit dat die totale bedrag van die lening tesame met rente daarop terugbetaal is en die verband wat die lening verseker het, gekanselleer is, binne `n tydperk van 5 (vyf) jaar vanaf datum van registrasie van hierdie verband soos bepaal in Artikel 22 van die Behuisingswet (Raad van Verteenwoordigers), Wet Nr. 2 van 1987, deur die verbandgewer of sy opvolgers in titel verkoop of op `n ander wyse vervreem word nie, behalwe aan `n persoon wat deur die Verbandhouer goedgekeur is en dan slegs nadat hy dit eers te koop aangebied het aan die Verbandhouer en, indien die Verbandhouer weier om te koop, ook aan die Behuisingsraad.

(19) Indien `n lening vir die toevoeging tot bestaande geboue op die beswaarde eiendom toegestaan is, geld die volgende voorwaardes:

(a) Die Verbandgewer is gebonde en verplig om op die beswaarde eiendom `n woning op te rig en te voltooi tot die algehele tevredenheid van die Verbandhouer of sy behoorlik aangestelde amptenaar en streng ooreenkomstig die planne en spesifikasies daarvoor wat reeds voorgele is aan en goedgekeur is deur die Verbandhouer, binne `n tydperk van ses maande gereken vanaf die datum van registrasie van hierdie Verband, ter waarde van minstens R en dat, ingeval die Verbandgewer versuim om dit te doen, dit beskou sal word as `n verbreking van die voorwaardes van hierdie Verband en as sodanig vatbaar vir aksie, maar die Verbandhouer sal egter die reg he om volgens sy keuse genoemde geboue te laat voltooi uit sodanige fondse as wat uit die kapitaalbedrag beskikbaar mag wees.

(b) Die bouaannemer wat in diens geneem sal word vir die oprigting van die geboue waarna in voorwaarde (a) hiervan verwys word, is onderworpe aan die goedkeuring van die Verbandhouer en daar kan van sodanige bouaannemer vereis word dat hy van enige en alle retensieregte en voorkeure wat hy in verband met genoemde geboue mag he ten gunste van die Verbandhouer afstand doen, om te onderneem dat die bedrag van die voorskot deur die Verbandhouer te alle tye voorkeur sal geniet bo enige bedrag wat aan sodanige bouaannemer verskuldig is en om te onderneem om genoemde geboue te oorhandig en in besit te gee onmiddellik na hul voltooiing.

(c) Dat genoemde bedrag van R 7 875,00
(hierna die Lening genoem), min die aftrekking waarna in voorwaarde 19(e) hiervan verwys word, aan die Verbandgewer voorgeskiet of betaal sal word of, namens hom, aan die bouaannemer (wat die Komparant, hiermee behoorlik daartoe gemagtig deur die Verbandgewer, hiermee spesiaal benoem en aanstel as sy agent vir die ontvangs daarvan) in voorskotte volgens sertifikate van vordering wat van tyd tot tyd deur die Verbandhouer se behoorlik aangestelde amptenaar uitgereik word, en die totaal van alle voorskotte sal nie op enige bepaalde datum die waarde van die grond plus die verrigte werk en gelewerde materiaal soos dit deur iemand aangewys deur die Verbandhouer, gesertifiseer word, oortref nie, en waar enige gedeelte van die voorskot aangewend moet word/

word vir die aankoop van die grond, of vir die terugbetaling van `n bestaande verband oor die grond, mag die bedrag van sodanige koopprys of die bedrag wat onder sodanige verband verskuldig is, by die bedrag van enige voorskot ingesluit word en in so `n geval sal dit aan die Verbandgewer betaal word of vir hom en in sy naam regstreeks aan die Verkoper of die Verbandhouer, soos die geval mag wees, wat deur die Verbandgewer se prokureur of prokureurs hiermee behoorlik daartoe gemagtig, hiermee spesiaal benoem en aangestel word as sy agent vir die ontvangs daarvan. Sodanige waarde moet gesertifiseer word deur iemand wat deur die Verbandhouer aangewys is.

(d) Die verbandgewer onderneem om ten opsigte van enige voorskot wat uit die lening aan hom of sy agent betaal is, voorlopige rente aan die verbandhouer te betaal teen die rentekoers in klousule 3 vermeld. Die voorlopige rente word op elke voorskot bereken vanaf die datum van betaling daarvan deur die verbandhouer tot en met die laaste dag van die maand voor die maand waarin die eerste paaiement ooreenkomstig voorwaarde 2 hiervan betaal moet word. Sodanige voorlopige rente word gekapitaliseer en is tesame met die hoofsom ooreenkomstig voorwaardes 2 en 4 hiervan terugbetaalbaar

(e) Die Verbandgewer stem in om `n bedrag van R30,00 (Dertig Rand) nie te bowegaande nie, aan die Verbandhouer te betaal vir die ondersoek van die planne en vir die toesig oor en inspeksie van die oprigting van die geboue; sodanige bedrag van die lening afgetrek te word.

AS BEWYS WAARVAN ek, genoemde REGISTRATEUR tesame met die Komparant q.q. hierdie Akte onderteken en met my ampseel laat bekragtig het.

ALDUS GEDOEN EN UITGEVOER op die kantoor van die REGISTRATEUR van AKTES te KAAPSTAD op hede die 25ste dag van Januarie 19 91.

q.q.

In my teenwoordigheid

REGISTRATEUR VAN AKTES

Deeds Office Property

HEIDELBERG, 1282, 0, CAPE TOWN

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SEARCH CRITERIA

Search Date	2025/09/19 08:12	Erf Number	1282
Reference	PWH1/0899	Portion Number	0
Report Print Date	2025/09/19 08:13	Deeds Office	Cape Town
Township	HEIDELBERG	Search Source	Deeds Office

PROPERTY INFORMATION

Property Type	ERF	Diagram Deed Number	T10889/1977
Township	HEIDELBERG	Local Authority	HEIDELBERG MUN
Erf Number	1282	Province	WESTERN CAPE
Portion Number	0	Extent	589.0000SQM
Registration Division	SWELLENDAM RD	LPI Code	C07300030000128200000
Previous Description	TP8378	Co-ordinates (Lat/Long)**	-34.104225 / 20.960343
Suburb / Town**	HEIDELBERG		

OWNER INFORMATION (1)

MEYER PETER SYDNEY — Owner 1 of 1

Person Type††	PRIVATE PERSON	Document	T4351/1991
ID Number	7506285128087	Microfilm / Scanned Date	2001 024 3 :14:38
Name	MEYER PETER SYDNEY	Purchase Price (R)	ESTATE
Multiple Owners††	NO	Purchase Date	-
Multiple Properties**	NO	Registration Date	1991/01/25
Share (%)	-		

ENDORSEMENTS (2)

#	Document	Institution	Amount (R)	Microfilm / Scanned Date
1	B4310/1991	MUN HEIDELBERG	7 875	1991 020 8 :18:23
2	VA1321/2001	MEYER PETER SYDNEY	-	2001 024 3 :14:30

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HISTORIC DOCUMENTS (1)				
#	Document	Institution	Amount (R)	Microfilm / Scanned Date
1	T10889/1977	MEYER PIETER	Unknown	-

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land reform & rural development
Department:
Land Reform and Rural Development
REPUBLIC OF SOUTH AFRICA

DeedsWEB

Property Report

Property Details

Deeds registry	CAPE TOWN
Property type	ERF
Township	HEIDELBERG
Erf number	1282
Portion	0
Province	WESTERN CAPE
Registration division/Administrative district	SWELLENDAM RD
Local authority	HEIDELBERG MUN
Previous description	TP8378
Diagram deed number	T10889/1977
Extent	5890000 SQM
LPI Code	C07300030000128200000

Title Deeds Details

Document	Registration date	Purchase date	Amount	Microfilm reference	Document copy?
T4351/1991	19910125	-	ESTATE	2001 0243 1438	Yes

Owners Details

Document	Full name	Identity Number	Share	Person Enquiry?
T4351/1991	MEYER PETER SYDNEY	7506285128087	-	Yes

Endorsements/Encumbrances

Endorsement / Encumbrance	Holder	Amount	Microfilm reference	Document copy?
B4310/1991	MUN HEIDELBERG	R7875.00	1991 0208 1823	Yes
VA1321/2001	MEYER PETER SYDNEY	-	2001 0243 1430	Yes

History

Document	Holder	Amount	Image Scanned reference	Document copy?
T10889/1977	MEYER PIETER	-	20210410 12:07:25	Yes

Disclaimer: The Office of the Chief Registrar of Deeds hereby confirms that, on the basis of information at the Deeds Office's disposal, the contents of this report accurately reflect property information held in our records. Photocopies of this report are not valid. Valid for 7 days. Fee schedule: http://deeds.gov.za/fees.php

Kay-Ann Page

From: Winston
Sent: Thursday, October 9, 2025 2:25 PM
To: Albert Kleynhans; Kay-Ann Page
Subject: RE: TRANSPORT : PS & L MEYER / BJG CRONJE

Goeiedag Albert

Soos vroeer bespreek. Ek dra nie kennis van enige sulke gevalle nie.

Yours Faithfully / Die Uwe / Ozithobileyo

Winston Joseph |
Directorate: Financial Services
HESSEQUA MUNICIPALITY
Office: +27 (0) 28 713 8000 | **Direct**: +27 (0) 28 713 7898
E-mail: winston@hessequa.gov.za | Website: www.hessequa.gov.za
Physical address: Civic Centre, Van den Berg Street, Riversdale, 6670
Postal address: P.O. Box 29, Riversdale, 6670
24-hour EMERGENCY number: 028 713 2222 (Fire & Rescue and Accidents)

From: Albert Kleynhans <albert@hessequa.gov.za>
Sent: Thursday, 09 October 2025 11:36
To: Kay-Ann Page <kay-ann@hessequa.gov.za>; Winston <winston@hessequa.gov.za>
Subject: FW: TRANSPORT : PS & L MEYER / BJG CRONJE

HI Winston

Weet jy of finansies nog rekord het van die uitstaande lening en of die verbandhouer dit reeds ten volle vereffen het?

Albert Kleynhans
Manager: Property Management

Directorate: Corporate Management
+27 (0) 28 713 8022 (Direct) / +27 (0) 28 713 8000 (Office)
albert@hessequa.gov.za
hessequa.gov.za / www.explorersgardenroute.co.za
Civic Centre, Van den Berg Street, Riversdale, 6670

11TH CLEAN AUDIT | RANKED 3RD SMALL TOWN LOCAL MUNICIPALITY 2024 (GPI)
ONLY MUNICIPALITY IN SA TO ACHIEVE BLUE FLAG STATUS FOR ALL SWIMMING BEACHES

A CARING, SERVING AND GROWING HESSEQUA

24-HOUR EMERGENCY: 028 713 2222 (FIRE & RESCUE AND ACCIDENTS)

From: Kay-Ann Page <kay-ann@hessequa.gov.za>
Sent: Thursday, 25 September 2025 13:41

G.C.105(c)

G.P.S (L)

10/75

30/7

Opgestel deur my,

AKTEUITMAKER.

12,
JAN S. DE VILLIERS & SEUN,
KAAPSTAD.

B 8924 | 1977

JPW/DGT.

VERBANDAKTE NO.

SY DIT HIERBY KENNELIK DAT: PAUL ALEXIS KLOPPERS
HERPHILUS STR[illegible]

voor my, die REGISTRATEUR van AKTES te KAAPSTAD

verskyn het waartoe hy, die genoemde KOMPARANT behoorlik gemagtig is uit krag van 'n Volmag aan hom verleen deur

PIETER MEYER
gebore op 28 April 1943

(hierna die Verbandgewer genoem), onderteken te HEIDELBERG K.P.

op 28 Februarie 1977.

En die KOMPARANT het verklaar dat sy PRINSIPAAL, die genoemde Verbandgewer, waarlik en wettiglik verskuldig en gebonde en gehoue is aan en ten behoewe van die DIE MUNISIPALITEIT VAN HEIDELBERG

sy regverkrygendes of ander wettige houer of houers (hierna die Verbandhouer genoem), vir die som van R 7 350,00
(SEWEDUISEND DRIEHONDERD EN VYFTIG RAND)

wat voortspruit uit en synde die kapitaalbedrag van 'n lening wat die Verbandhouer aan Komparant se Prinsipaal sal toestaan ingevolgende die bepalings van artikel 53 van die Behuisingswet Nr. 4 van 1966

vir die oprigting/vergroting/aankoop van 'n goedgekeurde woning op die hiernagenoemde eiendom en wat aan die Verbandgewer of sy Agent deur die Verbandhouer betaalbaar is soos hierna uiteengesit.

En die Komparant het namens sy genoemde Prinsipaal verklaar dat hy afstand doen van alle voordele wat voortspruit uit die wetlike eksepsies non causa debiti et non numeratae pecuniae met die krag en betekenis waarvan hy verklaar dat sy genoemde Prinsipaal ten volle /..

10/75

volle bekend is. Welke voormelde bedrag van R7 350,00 tesame met rente

daarop teen 'n rentekoers persent per jaar soos hierna genoem, op die wyse en op die tye soos hierna uiteengesit, die Komparant namens sy Prinsipaal belowe en onderneem om te betaal of te laat betaal aan die Verbandhouer. En as sekuriteit vir die betaling van voornoemde Hoofsom en rente daarop verskuldig, en as addisionele sekuriteit tot 'n bedrag van hoogstens R200 (Tweehonderd Rand) vir die verskeie skulditems wat uiteengesit is in voorwaarde 15 van die hiernagenoemde voorwaardes, het die Komparant q.q. verklaar om onder 'n EERSTE

VERBAND die volgende eiendom (hierna die beswaarde eiendom genoem), te verbind, naamlik:—

SEKER stuk grond, synde Erf Nr. 1282 in Heidelberg Dorp, Uitbreiding Nr. 1, geleë in die Munisipaliteit van Heidelberg, Afdeling van Swellendam.

Groot: 589 Vk. Meter.

GEHOU deur die Verbandgewer kragtens Transportakte geregistreer hierdie dag Nr. 10889 , onderhewig aan die voorwaardes daarin genoem;

onderworpe aan die voorwaardes vermeld of waarna verwys word in genoemde Transportakte.

En verder onderworpe aan die volgende spesiale voorwaardes:-

(1) Die Verbandgewer belowe om die hoofsom, tesame met rente daarop, aan die Verbandhouer of ander wettige houer van die verband, sy opvolgers in titel of regverkrygendes te betaal of te laat betaal soos hierna bepaal en op die wyse en op die tye soos hierna uiteengesit is.

(2) Die hoofsom wat deur hierdie verband verseku reer word, sal deur die Verbandgewer aan die Verbandhouer in maandelikse paaiemente terugbetaal word, soos deur die Verbandhouer bepaal oor 'n tydperk van Dertig jaar en die eerste paaiement van rente en delging moet op die eerste dag van die maand wat volg op die voltooiing of bewoning van die huis, wat ookal die vroegste mag wees, betaal word en daarna maandeliks nie later nie as op die eerste dag van elke daaropvolgende maand totdat die hele bedrag van die verskuldigde hoofsom en rente afbetaal is. Met dien verstande dat dit nie geag sal word dat enige bepaling in hierdie klousule vervat, die Verbandgewer die reg ontneem om enige verskuldigde saldo ten opsigte van die bedrae deur hierdie Verband verseker te eniger tyd aan die Verbandhouer terug te betaal nie. Al sodanige bedrae moet aan die Verbandhouer by sy streekkantoor of by sodanige ander plek as wat die Verbandhouer van tyd tot tyd mag bepaal, gemaak word.

(3) Die rentekoers is nege en 'n kwart persent (9¼ %) per jaar; met dien verstande dat die Verbandhouer, ondanks andersluidende bepalings hierin vervat, te eniger tyd met drie (3) maande skriftelike kennisgewing aan die Verbandgewer die rentekoers kan verhoog op alle bedrae ingevolge hierdie verband verskuldig aan of invorderbaar deur die Verbandhouer,

(4) Elke voornoemde maandelikse paaiement sal in die eerste plek aangewend word ter vereffening van rente op die dan verskuldigde kapitaal, terwyl die balans aangewend sal word ter vermindering van die kapitaal.

(5) Indien die Verbandgewer in gebreke bly om enige maandelikse paaiement op sy vervaldag te betaal, moet hy rente daarop aan die Verbandhouer betaal vanaf sodanige datum tot die datum van betaling, teen die rentekoers soos in klousule 3 hierbo uiteengesit is.

(6) Ingeval /...

(6) Ingeval daar enige vraag betreffende die bedrag van kapitaal en/of rente en/of administrasiekoste wat te eniger tyd verskuldig mag wees ontstaan moet die Streekverteenwoordiger, Departement van Gemeenskapsbou, geraadpleeg word, wie se beslissing, wat deur sy genomineerde skriftelik aan die Verbandgewer meegedeel sal word, finaal en bindend sal wees op die Verbandgewer en die Verbandhouer.

(7) Die Verbandgewer magtig hiermee die Verbandhouer om 'n Allesomvattende Huiseienaarsversekeringspolis vir die geboue op die beswaarde eiendom uit te neem vir 'n bedrag wat deur die Verbandhouer bepaal word, en om die premies en seëlreg daarop te betaal en die Verbandhouer sal geregtig wees om al sodanige premies, seëlreg en uitgawes wat deur hom aangegaan mag word, tesame met rente daarop teen die rentekoers soos in klousule 3 hierbo uiteengesit is, van die Verbandgewer te verhaal.

(8) Die Allesomvattende Huiseienaarsversekeringspolis oor die eiendom sal deur die Verbandhouer in bewaring gehou word totdat die lening ten volle terugbetaal is. Die polis moet die „Verbandklousule" bevat.

(9) Die Verbandgewer moet van tyd tot tyd en te alle tye solank hierdie Verband van krag is, alle geboue, bouwerke en verbeterings wat reeds op die beswaarde eiendom opgerig is of hierna daarop opgerig sal word binne, sowel as buite, in goeie en deeglike toestand hou en hy mag geen wesenlike verandering daaraan of aan enige gedeelte daarvan aanbring of enigiets van die beswaarde eiendom verwyder nie tensy die Verbandhouer se skriftelike toestemming eers daartoe verkry is en, indien die Verbandgewer versuim om aan die voormelde voorwaardes te voldoen, sal die Verbandhouer geregtig wees om volgens sy keuse:—

(a) Enige bedrag wat vir die behoorlike onderhoud en herstelling daarvan noodsaaklik is op koste en vir rekening van die Verbandgewer te bestee: of

(b) Om van die Verbandgewer te eis dat hy enige balans hieronder verskuldig aan die Verbandhouer terugbetaal en die Verbandgewer stem spesiaal daartoe in dat by versending van 'n kennisgewing, onderteken deur die Sekretaris, Departement van Gemeenskapsbou of deur 'n beampte deur die Verbandhouer benoem en geadresseer aan die Verbandgewer by sy *domicilium citandi et executandi* en bevattende 'n verklaring dat die geboue, bouwerke of verbeterings nie tot bevrediging van die Verbandhouer in stand gehou is nie, die balans dan nog verskuldig en die rente daarop volgens keuse van die Verbandhouer wettiglik verskuldig en invorderbaar sal wees, en dat die Verbandhouer dan geregtig sal wees om die bevoegdhede uit te oefen soos uiteengesit in voorwaarde 11 hiervan.

(10) Enige lid of amptenaar van die Verbandhouer wat in die algemeen of spesiaal deur hom daartoe gemagtig is, mag te eniger tyd wat vir die behoorlike nakoming van sy pligte billik is, enige grond of gebou betree ten opsigte waarvan enige gedeelte van die lening nog terugbetaalbaar is, ten einde enige inspeksie uit te voer of enige werk te doen of om enigiets te doen wat hy gelas of gemagtig is om te doen.

(11) In die geval van nie-betaling van enige bedrag verskuldig ten opsigte van rente op die lening, of van enige paaiement ingevolge daarvan of in die geval van die nie-betaling op die vervaldag van enige bedrag aan die plaaslike bestuur verskuldig ten opsigte van belastings, water of ander munisipale heffings ten opsigte van die beswaarde eiendom of in die geval van enige ander verbreking van hierdie voorwaardes, word die gemelde hoofsom of enige onbetaalde balans daarvan, die rente daarop of enige bedrag soos gesertifiseer deur die Sekretaris, Departement van Gemeenskapsbou of sy behoorlik gemagtigde verteenwoordiger, volgens die keuse van die Verbandhouer wettiglik verskuldig en invorderbaar en sal die Verbandhouer geregtig wees om die magte uit te oefen en die regsmiddele toe te pas soos uiteengesit in Artikel 55 van die Behuisings-

wet Wet Nr. 4 van 1966

(12) Nadat die Verbandgewer in 'n sekere skriftelike aansoek om genoemde lening wat aan die Verbandhouer gerig is, die waarheid van die Verbandgewer se antwoorde op die vrae daarin vervat, en van die inligting deur hom daarin verskaf, gewaarborg het en spesiaal ingestem het dat die aansoek en waarborg die basis van die ooreenkoms tussen die Verbandgewer en die Verbandhouer sal wees, is die Verbandhouer na sy keuse geregtig om ingeval die Verbandgewer genoemde waarborg op enige wyse verbreek of verbreek het, die bevoegdhede vervat in voorwaarde 11 hierbo, uit te oefen nieteenstaande die feit dat die Verbandgewer op geen ander wyse die voorwaardes van hierdie Verband verbreek het nie.

(13) Die Verbandgewer moet aan die Verbandhouer enige koste betaal wat laasgenoemde mag aangaan in verband met die invordering van enige bedrag wat ingevolge genoemde Verband of hierdie voorwaardes betaalbaar mag wees, asook in verband met die kansellering van genoemde Verband wanneer dit afbetaal is, of met die vermindering daarvan en, in die besonder, stem dit. Verbandgewer in om aan die Verbandhouer 'n bedrag te betaal ten opsigte van administrasiekoste wat in gehoel die kansellering van genoemde Verband wanneer dit afbetaal is, of met die vermindering daarvan en, in die besonder, stem dit.

VYFTIEN (15%) per centum

per maand beloop en tesame met en benewens die paaiemente waarna in voorwaarde 2 hiervan verwys word, betaalbaar is.

(14) Die Verbandgewer mag, solank hierdie verband van krag bly, die beswaarde eiendom of enige gedeelte daarvan nie verhuur, verpag, verbind, oordra of verpand of op enige ander manier verder beswaar nie en ook geen algemene verband of 'n verband wat 'n algemene klousule bevat daaroor passeer nie sonder dat die voorafverkreë skriftelike toestemming van die Verbandhouer verkry is nie.

(15) Alle toekomstige voorskotte, skulde of eise (bo en behalwe genoemde kapitaalbedrag en rente) en in die besonder daardie waarna in voorwaardes 5, 7, 9 en 13 hiervan verwys word en staats- en munisipale gelde, belastings en heffings (vir sover hulle nie preferent volgens wet is nie), seëlreg en ander koste aangegaan soos in hierdie verband uiteengesit, tesame met rente daarop, wat deur hierdie Verband verseker moet word, sal nie 'n bedrag van R200 (Tweehonderd Rand) te bowe gaan nie, ten opsigte waarvan die Komparant hiermee erken dat sy Prinsipaal aan die Verbandhouer gehoue en gebonde is.

(16) Die Verbandhouer sal, tydens die duur van hierdie verband die transportaktes van voornoemde eiendom behou en geregtig wees om dit in besit te hou totdat die lening en alle bedrae betaalbaar onder hierdie verband ten volle afgelos is.

(17) Vir die doeleindes van hierdie verband en van enige geregtelike stappe wat ten gevolge daarvan gedoen mag word, of enige kennis wat die Verbandhouer mag verlang om te gee, kies die Verbandgewer die voornoemde beswaarde eiendom as sy *domicilium citandi et executandi*.

(18) Die eiendom mag nie, ondanks die feit dat die totale bedrag van die lening tesame met rente daarop terugbetaal is en die verband wat die lening verseker het, gekanselleer is, binne 'n tydperk van 5 (vyf) jaar vanaf die datum van registrasie van hierdie verband, deur die Verbandgewer of sy regsopvolgers verkoop of op 'n ander wyse vervreem word nie, behalwe aan 'n persoon wat deur die Verbandhouer goedgekeur is en dan slegs nadat hy dit eers aan die Verbandhouer te koop aangebied het.

(19) Indien /...

(19) Indien 'n lening vir die oprigting van geboue of toevoeging tot bestaande geboue op die beswaarde eiendom toegestaan is, geld die volgende voorwaardes:—

(a) Die Verbandgewer is gebonde en verplig om op die beswaarde eiendom 'n woning op te rig en te voltooi tot die algehele tevredenheid van die Verbandhouer of sy behoorlik aangestelde amptenaar en streng ooreenkomstig die planne en spesifikasies daarvoor wat reeds voorgelê is aan en goedgekeur is deur die Verbandhouer, binne 'n tydperk van ses maande gereken vanaf die datum van registrasie van hierdie Verband, ter waarde van minstens

R 500,00 en dat, ingeval die Verbandgewer versuim om dit te doen, dit beskou sal word as 'n verbreking van die voorwaardes van hierdie Verband en as sodanig vatbaar vir aksie, maar die Verbandhouer sal egter die reg hê om volgens sy keuse genoemde geboue te laat voltooi uit sodanige fondse as wat uit die kapitaalbedrag beskikbaar mag wees.

(b) Die bouaannemer wat in diens geneem sal word vir die oprigting van die geboue waarna in voorwaarde (a) hiervan verwys word, is onderworpe aan die goedkeuring van die Verbandhouer en daar kan van sodanige bouaannemer vereis word dat hy van enige en alle retensieregte en voorkeure wat hy in verband met genoemde geboue mag hê ten gunste van die Verbandhouer afstand doen, om te onderneem dat die bedrag van die voorskot deur die Verbandhouer te alle tye voorkeur sal geniet bo enige bedrag wat aan sodanige bouaannemer verskuldig is en om te onderneem om genoemde geboue te oorhandig en in besit te gee onmiddellik na hul voltooiing.

(c) Dat genoemde bedrag van R 7 350,00 (hierna die Lening genoem), min die aftrekking waarna in voorwaarde 19(e) hiervan verwys word, aan die Verbandgewer voorgeskiet of betaal sal word of, namens hom, aan die bouaannemer (wat die Komparant, hiermee behoorlik daartoe gemagtig deur die Verbandgewer, hiermee spesiaal benoem en aanstel as sy agent vir die ontvangs daarvan) in voorskotte volgens sertifikate van vordering wat van tyd tot tyd deur die Verbandhouer se behoorlik aangestelde amptenaar uitgereik word, en die totaal van alle voorskotte sal nie op enige bepaalde datum die waarde van die grond plus die verrigte werk en gelewerde materiaal soos dit deur iemand aangewys deur die Verbandhouer, gesertifiseer word, oortref nie, en waar enige gedeelte van die voorskot aangewend moet word vir die aankoop van die grond, of vir die terugbetaling van 'n bestaande verband oor die grond, mag die bedrag van sodanige koopprys of die bedrag wat onder sodanige verband verskuldig is, by die bedrag van enige voorskot ingesluit word en in so 'n geval sal dit aan die Verbandgewer betaal word of vir hom en in sy naam regstreeks aan die Verkoper of die Verbandhouer, soos die geval mag wees, wat deur die Verbandgewer se prokureur of prokureurs hiermee behoorlik daartoe gemagtig, hiermee spesiaal benoem en aangestel word as sy agent vir die ontvangs daarvan. Sodanige waarde moet gesertifiseer word deur iemand wat deur die Verbandhouer aangewys is.

(d) Die verbandgewer onderneem om ten opsigte van enige voorskot wat uit die lening aan hom of sy agent betaal is, voorlopige rente aan die verbandhouer te betaal teen die rentekoers in klousule 3 vermeld. Die voorlopige rente word op elke voorskot bereken vanaf die datum van betaling daarvan deur die verbandhouer tot en met die laaste dag van die maand voor die maand waarin die eerste paaiement ooreenkomstig voorwaarde 2 hiervan betaal moet word. Sodanige voorlopige rente word gekapitaliseer en is tesame met die hoofsom ooreenkomstig voorwaardes 2 en 4 hiervan terugbetaalbaar.

(e) Die Verbandgewer stem in om 'n bedrag van R30 (dertig rand) nie te bowegaande nie, aan die Verbandhouer te betaal vir die ondersoek van die planne en vir die toesig oor en inspeksie van die oprigting van die geboue; sodanige bedrag van die lening afgetrek te word.

AS BEWYS WAARVAN ek, genoemde REGISTRATEUR tesame met die Komparant

q.q. hierdie Akte onderteken en met my ampseël laat bekragtig het.

ALDUS GEDOEN EN UITGEVOER op die kantoor van die REGISTRATEUR van KAAPSTAD

te op hede die 9de dag van die maand

Mei in die jaar van ons Here, Eenduisend Negehonderd Sewe en Sewentig

(1977).

In my teenwoordigheid:

q.q. .....

..... gv

Registrateur van Akte

INDEXED AND NOTED IN LAND REGISTER
AANGETEKEN EN GEBOEKSTEER IN GRONDREGISTER

P.W. HOFFMAN

PROKUREURS - ATTORNEYS
TAKSATEURS - APPRAISERS

CARMINE JOHANNES PECORARO
B.A. B.PROC.
PROFESSIONELE ASSISTENT/PROFESSIONAL ASSISTANT
MARK G NICHOLLS
B.A. LLB

Van Riebeeckstraat/Street 44
Posbus / P.O. Box 123
HEIDELBERG W-KAAP/W-CAPE
6665

Tel: 028 – 7221646

e-mail/pos: pwh@easycoms.co.za

ONS VERW./OUR REF. CJP
U VERW./YOUR REF:
16 Oktober 2025

Die Bestuurder
Munisipaliteit Riversdal
Riversdal

Per: kay-ann@hessequa.gov.za
CC: mmpa@hessequa.gov.za

Waarde Heer

i.s.: **KANS VRB PS & L MEYER /MUNISIPALITEIT HESSEQUA**

Ons heg hierby aan toestemming tot kansellasie wat deur u mnr de Klerk onderteken moet word en in oorspronklike formaat aan ons per hand of per koerier, asb teugbesorg moet word.

Hierdie verband is volgens ons klient reeds in 1994 afgelos i.t.v. munisipale terugbetalingskema.

Geliewe ontvangs te erken.

Met dank.

Die uwe

CARMINE J PECORARO
P.W.HOFFMAN PROKUREURS

14

VANDERSPUY
CAPE TOWN
TEL: 021 419 3622

Prepared by me

Conveyancer

FUAD DE VRIES
87288

CONSENT TO CANCELLATION

I, the undersigned,

ALBERTUS STEPHANUS ABRAHAM DE KLERK
in my capacity as the acting Municipal Manager of the
HESSEQUA MUNICIPALITY

duly authorized thereto by HESSEQUA MUNICIPALITY, in terms of #,
the legal holder of:

BOND NUMBER	B4310/1991
PASSED BY	PETER SYDNEY MEYER Identity Number 750628 5128 012 Unmarried, represented by his mother and natural guardian MAGDALEINE CHRISTINE MEYER
IN FAVOUR OF	HESSEQUA MUNICIPALITY (PREVIOUSLY HEIDELBERG MUNICIPALITY)
FOR THE AMOUNT OF	R7 875,00 (SEVEN THOUSAND EIGHT HUNDRED AND SEVENTY FIVE RAND)

DO HEREBY CONSENT TO THE CANCELLATION OF THE ABOVEMENTIONED BOND.

SIGNED and DATED at on

AS WITNESSES:

1. _____

2. _____ _____

9.6 HUUR VAN MUNISIPALE KANTOORSPASIE TE ERF 2902, RIVERSDAL

File number / Verwysingsnommer: 17/3/R

Meeting date / Vergadering datum: 25 Februarie 2026

Report by / Verslag deur: Bestuurder: Eiendomsbestuur Mnr A Kleynhans

PURPOSE OF REPORT / DOEL VAN VERSLAG

Vir die Raad om die vereistes van Artikel 33 van die MFMA (Wet op Munisipale Finansiële Bestuur Wet, 56 van 2003) rakende die sluiting van ‘n langtermyn kontrak ten opsige van die huur van ’n gedeelte van Erf 2902, Riversdal vanaf 1 April 2026 – 31 Maart 2029 (3 jaar) goed te keur.

BACKGROUND AND DISCUSSION / AGTERGROND EN BESPREKING

Die **Raad** het op **26 November 2025** die volgende besluit geneem:

“1. Dat die Raad goedkeuring verleen vir die verlenging van die huurooreenkoms tussen Hessequa Munisipaliteit en Belladonna (PTY) Ltd vir die huur van ‘n gedeelte (ongeveer 551 vk.m) van Erf 2902, Riversdal vir ‘n periode van 3 jaar vanaf 1 April 2026 teen ‘n aanvangshuurbedrag van R57 855.00 (BTW uitgesluit) per maand, met ‘n jaarlikse eskalasie koers van 8%.

2. Dat die Raad goedkeuring verleen vir die huur van kantoorspasie te Erwe 2507, 2509, 2510 en 2512, Riversdal vanaf Tuinroete Distriksmunisipaliteit op ‘n maand-tot-maand basis teen ‘n aanvangshuurbedrag van R32 086.75 (BTW uitgesluit) per maand, met ‘n jaarlikse eskalasie koers van 7%.

3. ***Dat die proses soos voorgeskryf in Artikel 33 van die Wet op Munisipale Finansiële Bestuur (Wet 56 van 2003) suksesvol afgehandel word voor die huurkontrak t.o.v. Erf 2902, Riversdal aan die Raad voorgelê word vir goedkeuring****.*

4. Dat die publieke deelname proses soos voorgeskryf in klousule 16.2 van die Eiendomsadministrasie beleid gevolg word.

5. Dat die munisipaliteit addisioneel tot die huurbedrae in aanbevelings 1 en 2, ook die maandelikse diensterekening (water, riolering, vullisverwydering en elektrisiteit) ten opsigte van die eiendomme wat deur die munisipaliteit gehuur word, betaal.”

Artikel 33 van die MFMA is van toepassing op die huurkontrak tussen Hessequa Munisipaliteit en Belladonna (PTY) Ltd welke op 1 April 2026 ‘n aanvang sal neem (onderhewig aan finale goedkeuring deur die Raad):

1. Definisie van Langtermyn Kontrakte
Artikel 33 van die MFMA geld vir kontrakte wat die munisipaliteit verplig om vir ’n tydperk van langer as drie jaar finansiële of ander verpligtinge aan te gaan. Dit sluit in kontrakte vir dienste, verskaffings, lenings of ander finansiële verpligtinge.

2. Vereistes voordat langtermyn kontrakte gesluit word:

- Geen langtermyn kontrak mag deur die munisipaliteit aangegaan word sonder die voorafgaande goedkeuring van die Raad nie.

- Die Raad moet die kontrak goedkeur in die konteks van die munisipaliteit se begroting, finansiële posisie en langtermyn strategiese doelwitte.

3. Beskikbaarheid van Fondse:

- Die munisipaliteit moet verseker dat daar voldoende begrotingsfondse is om die kontrakverpligtinge na te kom.
- Die begroting moet die toekomstige finansiële verpligtinge dek gedurende die hele kontraktermyn.

4. Publieke deelname:

- Die kontrak moet ooreenstem met die beginsels van openbare verantwoordbaarheid en goed bestuur.

5. Finansiële en Regsrisiko-evaluering:

- Die munisipaliteit moet ’n deeglike finansiële en regsrisiko-analise uitvoer voordat die kontrak gesluit word.
- Daar moet vasgestel word of die kontrak finansieel volhoubaar is en nie die munisipaliteit se toekomstige finansiële stabiliteit bedreig nie.

6. Dokumentasie en Verslagdoening

- Alle langtermyn kontrakte moet behoorlik gedokumenteer en in die munisipaliteit se rekords gehou word.

Die rede en motivering vir die verlenging van die huurooreenkoms tussen Hessequa Munisipaliteit en Belladonna (Pty) Ltd is behoorlik gemotiveer in die item wat op 26 November 2025 voor die Raad gedien het. Die item is ook aangeheg vir maklike verwysing.

Nasionale en Provinsiale Tesourie is op **1 Desember 2025** genader vir kommentaar ingevolge artikel 33 van die MFMA en ‘n kennisgewing is in die Suid Kaap Forum geplaas om die publiek uit te nooi om kommentaar te lewer. Die publieke deelname dokumentasie is aangeheg tot die item. Die sluitingsdatum vir kommentare / besware was 30 Januarie 2026. Geen besware en / of kommentaar is teen die sluitingsdatum ontvang nie.

Die konsep huurooreenkoms is aangeheg tot die item. Daar is voldoende fondse begroot onder posnommer 600523824801GMRCZZWM (OPR LEASES: INVESTMENT PROPERTIES) om die huuruitgawe en munisipale dienstegelde ingevolge die huurkontrak te kan betaal.

Die item het op **13 Februarie 2026** voor die **Portefeuljekomitee** gedien. Die Komitee het die volgende aanbevelings gemaak:

“1. Dat die Komitee kennis neem dat geen besware teen die voorneme om ‘n langtermyn huurooreenkoms met Belladonna (PTY) Ltd te sluit vir ‘n periode van drie jaar, ontvang is nie.

2. *Dat die Komitee kennis neem dat daar voldoende fondse begroot is op posnommer 600523824801GMRCZZWM (OPR LEASES: INVESTMENT PROPERTIES) om die uitgawes wat gepaard gaan met die sluit van die langtermyn ooreenkoms met Belladonna (PTY) Ltd, te kan betaal oor die kontrak periode.*
3. *Dat die konsep huurooreenkoms vir die tydperk 1 April 2026 – 31 Maart 2029, soos aangeheg tot die item, deur die Komitee goedgekeur word en dat die Munisipale Bestuurder gemagtig word om die huurooreenkoms namens Hessequa Munisipaliteit, te onderteken.*
4. *Dat die item na die Raad verwys word vir goedkeuring."*

UITVOERENDE BURGEMEESTERSKOMITEE

Die item dien by die **Uitvoerende Burgemeesterskomitee** vergadering van **25 Februarie 2026** en terugvoer sal tydens die Raadsvergadering gegee word.

COMMENTS: MUNICIPAL MANAGER / KOMMENTAAR: MUNISIPALE BESTUURDER

Die aanbevelings word ondersteun.

COMMENTS: DIRECTOR CORPORATE MANAGEMENT / KOMMENTAAR: DIREKTEUR KORPORATIEWE BESTUUR

Die aanbevelings word ondersteun.

COMMENTS: DIRECTOR FINANCIAL SERVICES / KOMMENTAAR: DIREKTEUR FINANSIËLE DIENSTE

Kennis is geneem van die inhoud van die verslag en word die aanbevelings ondersteun.

COMMENTS: DIRECTOR DEVELOPMENT PLANNING / KOMMENTAAR: DIREKTEUR ONTWIKKELINGSBEPLANNING

COMMENTS: DIRECTOR TECHNICAL SERVICES / KOMMENTAAR: DIREKTEUR TEGNIESE DIENSTE

COMMENTS: DIRECTOR COMMUNITY SERVICES / KOMMENTAAR: DIREKTEUR GEMEENSKAPSDIENSTE

COMMENTS: MANAGER LEGAL SERVICES / KOMMENTAAR: BESTUURDER REGSDIENSTE

Daar word kennis geneem van die inhoud van die verslag en die aanbevelings word ondersteun.

COMMENTS: MANAGER STRATEGIC SERVICES / KOMMENTAAR: BESTUURDER STRATEGIESE DIENSTE

COMMENTS: OTHER / KOMMENTAAR: ANDER

RECOMMENDATION / AANBEVELING

1. Dat die Raad kennis neem dat geen besware teen die voorneme om ‘n langtermyn huurooreenkoms met Belladonna (PTY) Ltd te sluit vir ‘n periode van drie jaar, ontvang is nie.
2. Dat die Raad kennis neem dat daar voldoende fondse begroot is op posnommer 600523824801GMRCZZWM (OPR LEASES: INVESTMENT PROPERTIES) om die uitgawes wat gepaard gaan met die sluit van die langtermyn ooreenkoms met Belladonna (PTY) Ltd, te kan betaal oor die kontrak periode.
3. Dat die konsep huurooreenkoms vir die tydperk 1 April 2026 – 31 Maart 2029, soos aangeheg tot die item, deur die Komitee goedgekeur word en dat die Munisipale Bestuurder gemagtig word om die huurooreenkoms namens Hessequa Munisipaliteit, te onderteken.

AGENDA ITEM APPROVED BY / AGENDA ITEM GOEDGEKEUR DEUR:

Direkteur Korporatiewe Bestuur: Me Marina Griesel

ATTACHMENTS / STAWENDE DOKUMENTE

1. Die publieke deelname dokumentasie (inligtingstaat, advertensie in Suid Kaap Forum, Waardasie verslag).
2. Konsep huurooreenkoms.
3. Item wat op 26/11/2025 voor die Raad gedien het.

ANNEXURE A

LEASE AGREEMENT

Between

BELLADONNA (PTY) LTD

And

HESSEQUA MUNICIPALITY

in respect of

551 m² of Erf 2902, Church Street, Riversdale, Western Cape

Opgestel deur / Drafted by: Christian Ernst Olivier
Sel Nr 083 556 7403

CHRISTI OLIVIER
Prokureurs / Attorneys
Hoofstraat 26 Main Street
RIVERSDAL
6670
Tel (028) 713 1191

AGREEMENT OF LEASE OF A PREMISES

1. PARTIES

The parties to this lease are:

1.1 **BELLADONNA (PTY) LTD**
Registration number **1965/003575/07**
herein represented by **GIDEON PEPLER**
duly authorized by a resolution
Address: **22 Heidelberg Road, Riversdale 6670**
(Hereafter named the Lessor);

and

1.2 **HESSEQUA MUNICIPALITY**
Founded in terms of Section 12 of Act 117 of 1998
Herein represented by **Albertus Stephanus Abraham de Klerk**
Address: **Van den Berg Street, RIVERSDALE, 6670**
(Hereinafter called the Lessee).

2. LETTING AND HIRING

The Lessor lets and the Lessee rents the Leased Premises at Erf 2902, corner of Dixon and Church Street, RIVERSDALE, 6670 (the leased premises). The leased premises are rented on the terms and conditions set out in this Agreement. The Leased Premises consist of approximately 551,1 m² of the larger property. The area includes the following:

Total Ground Floor surface:	111,6m²
Total First Floor Surface:	111,6m²
Total Second Floor surface	327,9m²
Total floor space:	**551,1m²**

3. USE OF THE LEASED PREMISES

The leased premises are let to the Lessee as an office and shall not be used for any other purposes, including residential purposes, without the prior consent of the Lessor. The Lessor warrants that the property is fit for the intended use and purpose.

4. DURATION

4.1 The lease shall commence on **1 April 2026 and shall subsist for 3 (three) years until 31 March 2029**. The Lessee is currently occupying the leased premises under an active lease agreement.

4.2 The Lessor further grants the Lessee the option to extend the lease agreement beyond 31 March 2029 by renewal for another term, provided that the Lessee was not in breach of any of the clauses of this Agreement for the duration of this Agreement. The Lessee must inform the Lessor in writing of the intention to extend beyond the period stated in 4.1 above, not later than 90 (ninety) days before the termination of the Agreement. The terms and conditions for the renewal period will be determined through mutual agreement between the Lessor and Lessee in writing. A new contract will be executed by both parties for the extended duration, outlining the terms and conditions, rent due, and the escalation rate.

5. RENTAL

5.1 The rent shall be **R105 per m² (One hundred and Five Rand), which amount is exclusive of VAT** for each month of the first year of the Lease Period, after which period the rent will escalate annually according to paragraph 5.5 below. VAT is payable on the rent. VAT means value-added tax levied in terms of the Value-Added Tax Act 89 of 1991 at such percentage as may be determined from time to time.

5.2 The Lessee shall pay the rent monthly in advance on or before the first day of every month.

5.3 The Lessee shall be obliged to pay to the Lessor, together with the monthly rental, all VAT, as defined in this Agreement.

5.4 Interest shall be charged on all payments received after the seventh day of the month at a rate of the current prime rate plus 4 (four) percent.

5.5 It is agreed that escalation of **8 % (eight percent)** per annum shall take place from **1 April 2027** and thereafter annually on 1 April of each year for the duration of the agreement. If the lease is extended beyond the initial three years, the Lessor reserves the right to unilaterally insist on the renegotiation of rent payable and the escalation rate for the extended period. The terms and conditions for any extended lease agreement will be negotiated and mutually agreed upon by the Parties. This

is intended to ensure that the terms and conditions, but specifically the rent, will remain market-related despite the lengthy period of the agreement and any possible extension of the initial period.

6. KEY DEPOSIT

6.1 On entering this Agreement, the Lessee shall pay to the Lessor a key deposit in an amount equal to **1 (one) month's rent**.

6.1.1 The Lessor may apply the deposit for payment of rental and/or any other expenses incurred by the Lessor for which the Lessee is proved to be liable;

6.1.2 At the expiration of this Agreement, the Lessor and Lessee shall jointly inspect the Leased Premises within 3 (three) days before such expiration with a view to ascertaining if there were any damages caused to the leased premises during the Lessee's occupation thereof;

6.1.3 The key deposit or the balance thereof, if any, must be refunded to the Lessee not later than 14 (fourteen) days after the expiration of this Agreement or, where repairs were needed, after the restoration of the Leased Premises.

7. PAYMENTS

7.1 All payments due by the Lessee to the Lessor under this Agreement shall be deposited in the Lessor's bank account as provided by the Lessor to the Lessee and attached hereto as Annexure A or amended by written notification from the Lessor.

7.2 The Lessee shall not withhold, defer, or make any deduction from any payment due to the Lessor, whether the Lessor is indebted to the Lessee or in breach of any obligation to the Lessee.

7.3 The rent and all other amounts payable by the Lessee under this lease shall be inclusive of value-added tax unless stated otherwise. pl

8. ASSIGNMENT AND SUBLETTING

The Lessee shall not be entitled, except with the prior written consent of the Lessor, to:

8.1 cede or assign all or any of the rights and obligations of the Lessee under this lease;

8.2 sublet the leased premises in whole or in part; or

8.3 Give up possession of the leased premises to any third party.

9. ALTERATIONS, ADDITIONS AND IMPROVEMENT

Lessee will not, except with the Lessor's prior written consent, which shall not be unreasonably withheld, make any alterations or additions to any of the improvements or make any alterations or additions to premises save those of a minor nature which are easily capable of being undone.

10. EXCLUSION OF LESSOR FROM CERTAIN LIABILITY AND INDEMNITY

10.1 The Lessee may not withhold or delay any payment due to the Lessor by reason directly or indirectly if

10.1.1 A breach by the Lessor of any of its obligations under this lease.

10.1.2 any act or omission of the Lessor or any agent or servant of, or contractor to, the Lessor, or otherwise actionable at law;

10.1.3 any failure or suspension of, or any interruption in, the supply of water, electricity, gas, or any other amenity or service to the Leased premises, which was not a direct or indirect result of any act or omission on the part of the Lessor;

10.2 The Lessor shall not, however, be excused from specific performance of any of its obligations under this lease, whether express or implied, and particularly (but not only) its obligations to afford the Lessee access to **use as offices**.

11. DAMAGE TO OR DESTRUCTION OF THE LEASED PREMISES

11.1 If the leased premises are destroyed or so damaged that it can no longer be beneficially occupied, this lease will terminate when that happens unless the

parties agree otherwise in writing.

11.2 The Lessor will not be liable for any loss suffered by the Lessee due to rain, wind, hail, lightning, fire, storms or leaks of by reason of riot, strikes, action by enemies of the State or through any other cause like nature, or on account of the actions of any of the other tenants in the building mentioned in the Lease Agreement.

11.3 In case of partial destruction of the Leased Premises, or a portion thereof, the Lessee will be entitled to a proportionate rebate of the rental to the extent to which the Leased Premises or a portion thereof is not suitable for occupation.

11.4 Both Parties will not be entitled to claim compensation from each other in case of partial or total destruction of the Leased Premises.

12. SPECIAL REMEDY FOR BREACH

12.1 Should the Lessee default in any payment due under this lease or be in breach of its terms in any other way, and fail to remedy such default or breach within 10 (ten) days after receiving a written demand that it be remedied, the Lessor shall be entitled, without prejudice to any alternative or additional right of action or remedy available to the Lessor under the circumstances, to cancel this lease without further notice with immediate effect, be repossessed of the leased premises and recover from the Lessee damages for the default or breach and the cancellation of this lease.

12.2 Clause 12.1 shall not be construed as excluding the ordinary lawful consequences of a breach of this lease by either party (save any such consequences as are expressly excluded by any of the other provisions of this lease) and, in particular, any right of cancellation of this lease on the ground of a material breach going to the root of this lease.

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

13. COSTS

The legal costs incurred in preparing this lease shall be borne and paid by the Lessee.

14. DOMICILIA AND NOTICES

14.1 The parties choose as their *domicilia citandi et executandi* the addresses mentioned in clause 1, 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.

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

15. WARRANTY OF AUTHORITY

The persons signing this lease on behalf of the Lessor and the Lessee expressly warrant their authority to do so.

16. SALE OF PROPERTY

The validity of this lease shall not in any way be affected by the transfer of the Property from the Lessor pursuant to a sale thereof. It shall accordingly, upon registration of transfer of the Property into the name of the purchaser, remain of full force and effect save that the purchaser shall be substituted as lessor and acquire all rights and be liable to fulfil all the obligations which the Lessor, as lessor, enjoyed against or was liable to fulfil in favour of the Lessee in terms of the lease.

17. WAIVER

No relaxation of any of the terms of this Agreement by either party, and no indulgence which either party of their agent may grant each of the parties of any condonation of a

breach by either party, shall in any way prejudice either party's rights hereunder or be capable of constituting a waiver of such rights, and either party shall, at all times, be entitled to claim strict compliance of all duties from the other party.

18. OBLIGATIONS OF THE LESSEE

The Lessee will:

18.1 inform the Lessor in writing, no later than 21 (Twenty-One) days after taking occupation of the Leased Premises, of any defects regarding keys, locks, doors, windows, carpets, electrical installations and fittings, failing which, the Lessee will be deemed to have acknowledged that he has received the Leased Premises in good order and condition;

18.2 pay, to the service provider, for electricity consumption as per a pre-paid meter to be installed at the cost of the Lessor;

18.3 pay on a pro rata basis for availability electricity (if applicable), water basic and consumption, sewerage, refuse removal and other municipal charges according to and as reflected on the monthly account issued by the local municipality The pro rata share payable by the Lessee will be determined based on the area hired by the Lessee in proportion to the total rentable area of the building;

18.4 Keep the Leased Premises clean, habitable, and neat. The Lessee is required to comply with all fire and other safety regulations at its own costs;

18.5 allow the Lessor or his duly authorized agent to inspect the Leased Premises at all reasonable times;

18.7 Be responsible for the maintenance, repair, and upkeep, as deemed necessary, of the interior of the Leased Premises. Such obligation includes amongst others the ceiling, wall covering (paint, tiles or otherwise), floor covering, doors and windows, door locks, door hinges (including those of built-in cabinets), door handles (including those of built-in cabinets), window handles, window hinges, fire extinguishers, furniture, machinery and equipment including air conditioning units in or on the Leased Premises The Lessee shall also be responsible for basic plumbing (sewerage and sanitary fittings), to replace damaged light bulbs, repair faulty light switches and power plugs as well as to repair or replace faulty taps and toilet seats;

18.8 Ensure that fire extinguishers and water coolers, and/or air conditioning units are serviced annually by a reputable contractor; (documentary proof of such services will be provided to the Lessor on request);

18.9 at the termination of this Agreement, return the Leased Premises in the same good condition as it was at the commencement of this Agreement, with reasonable wear and tear accepted; and

18.10 immediately inform the Lessor telephonically and in writing of any damages to the Leased Premises caused by burglary, fire, theft, storms, rain, water, riots, malicious or other damage of whatever nature;

18.11 immediately inform the Lessor of any breaks in the electricity and/or water supply in and to the Leased Premises;

18.12 Immediately arrange for insurance against plate glass breakage, movable assets, and public liability regarding own operations, at a reputable company that meets the approval of the Lessor. The premiums shall be paid regularly by the Lessee, failing which the Lessee will replace at the Lessee's cost all damaged or broken glass of windows without delay;

The Lessee will not:

18.13 keep or permit to be kept any flammable substance or any dangerous items or substance in the Leased Premises, or any part thereof, which may constitute a breach of any term or condition in the insurance policy in respect of the Leased Premises. The Lessee will not do or permit any dangerous activity in the Leased Premises that may negatively affect the insurance policy. Should the premiums of any insurance be increased because of the activities of the Lessee in the Leased Premises or of the use or storage of flammable substances or dangerous items, or substances on the premises, additional premium payable in connection therewith;

18.14 affix any signboard, name plate, or flagpole to any wall, door, window, shutters, or blinds in the Leased premises or the building in which it is situated, or put any decoration, printing, or writing on any part of the Leased Premises or the building in which it is situated without the prior written consent of the Lessor. On the termination of the Lease Agreement, the Lessee will remove all name plates, signboards, decoration of any other item affixed by him and hand back the Leased Premises to the Lessor in the same good order and condition as received;

18.15 cause or permit anything on or about the Leased Premises to be in the judgment of the Lessor, a nuisance or annoyance, or may interfere with the quiet and comfort of other Lessees of the building or persons in the neighbourhood;

18.16 install or permit the installation of a safe or any heavy object in the Leased Premises without the written consent of the Lessor. The Lessee will be responsible for any damage to the building caused by the rearranging of furniture, articles, or any other objects;

18.17 allow any damage to the walls, knocking of nails into the walls, or any alteration or interference with the electrical fittings for any purpose other than the provision of light and the use of office equipment;

18.18 Do any alterations to the Leased Premises without the prior written permission of the Lessor. Any such alterations or additions will become the property of the Lessor without any refund or claim being made by the Lessee.

19. RIGHTS AND OBLIGATIONS OF THE LESSOR

19.1 The Lessor will maintain the structure (outside walls and roof of the building/s and exterior facades) in good condition.

19.2 The Lessor will insure the building/s against the usual risks, for an amount equal to its/their replacement value.

19.3 The Lessor will endeavour to ensure uninterrupted services for sewerage and refuse removal, and the supply of water and electricity to the Leased Premises, but will not be liable for any damage, delay, or inconvenience suffered by the Lessee if there is a disruption of these services.

20. THE LESSOR'S RIGHT OF INSPECTION AND REPAIR

20.1 The Lessor, or his agent, will be entitled:

20.1.1 at all reasonable times, and at this election, to inspect the Leased Premises both externally and internally; and

20.1.2 to introduce any builder or workman onto the Leased Premises for execution

of any work, the performance of which is necessitated by any obligation imposed upon, or right granted to, the Lessor by the Agreement, or subject to the terms and conditions of this Agreement, or by common law.

21. JURISDICTION

21.1 The Magistrate of the district of **Riversdale** will have jurisdiction in respect of any matter or process directly or indirectly arising from this Lease Agreement.

21.2 The Lessee agrees further that the Lessor is entitled to choose to institute legal action to enforce his rights in respect of the Lease Agreement or otherwise claimable, in the Magistrate's Court or in the High Court of South Africa.

21.3 The defaulting party will pay all costs including attorney and client fees as well as collection commission for the issue of a summons to recover monthly rental and interest of any part thereof of any other outstanding amount payable in accordance with the Lease Agreement and also the cost for executing a sentence, including any proxies and other documents required in this respect and in general all costs related directly or indirectly to this Lease Agreement. Furthermore, the Lessee will be responsible for any costs or levies payable by the Lessor in proving this claim in case of death, insolvency, or liquidation.

21.4 For the duration of this Lease Agreement, all the furniture and equipment brought into the Leased Premises will be subject to impounding by the Lessor and will serve as a guarantee for full obligation of all the clauses and conditions of this Agreement. Under no circumstances will the Lessee cede or assign any of the above-mentioned assets without the written consent of the Lessor.

21.5 Any concession at any time made by the Lessor in respect of the conditions of the Lease Agreement will not in any manner whatsoever affect the Lessor's rights as stipulated in the Lease Agreement, and in particular, the acceptance of late payments or reduced payments will be without prejudice to the Lessor's rights.

22. CONFIDENTIALITY

22.1 The parties acknowledge that any information supplied in connection with this Agreement may consist of confidential or proprietary data, disclosure of which to any third party is strictly forbidden.

22.2 The parties therefore agree to hold such material and information in the strictest confidence, to prevent any copying thereof by whatever means, and not to make use thereof other than for this Agreement.

23. WHOLE AGREEMENT

23.1 This lease constitutes the entire agreement between the parties.

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

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

24. SPECIAL CONDITION

24.1 The air-conditioners installed by the Lessee will remain the property of the Lessee, who will be responsible for the maintenance, service, and other costs relating to the air-conditioning. Upon the termination of the agreement, the Lessee will be entitled to remove the air-conditioners, provided that the building is restored and properly closed where the air-conditioners and/or related equipment, pipes, or cables are removed.

24.2 The Lessee will be liable for such repairs to the premises. The Lessor will not be responsible for removing and installing any air-conditioners.

24.3 The parties are aware that some interior drywalls are built and fitted upon the special request and instance of the Lessee. The Lessee is liable for maintenance and repair of damage to the drywalls. The Lessee may not remove the drywalls, fixtures or alterations without prior permission from the Lessor.

24.4 The Lessee agrees not to use material or equipment of a lesser quality to maintain the premises.

24.5 The Lessor gives the Lessee permission to install on the premises at Lessee's own cost and risk such solar electrical equipment (solar panels, inverters, batteries,

connecting cables, electric wiring, etc.) that the Lessee requires as an alternative source of electricity supply. Such referred electrical equipment may be attached to the building at the cost and risk of the Lessee. The Lessee warrants that the attachments will be secure and aesthetically acceptable to the Lessor. The electrical equipment will remain the property of the Lessee, who will be responsible for the maintenance, service, and other costs relating to the electrical equipment. Upon the termination of the agreement, the Lessee will be entitled to remove the electrical equipment that the Lessee installed at its own cost, provided that the building is restored and properly closed where the electrical equipment and/or related equipment, pipes, or cables are removed. The Lessee will be liable for such repairs to the premises.

24.6 If the approval of the national treasury is required, the Lessee will obtain such permission. The Lessee warrants and undertakes to take all necessary steps to obtain such approval and deliver it to the Lessor.

SIGNED at Riversdale on this 20TH day of **November 2025**.

AS WITNESSES:

1. _____

2. _____

_____
LESSOR

SIGNED at Riversdale on this _____ day of **November 2025**

AS WITNESSES:

1. _____ _____

LESSEE

2. _____

HESSEQUA
Plaaslike Munisipaliteit

HUUR VAN KANTOORSPASIE TE ERF 2902, KERKSTRAAT, RIVERSDAL

Kennis geskied hiermee ingevolge die voorskrifte van die Wet op Plaaslike Regering: Munisipale Finansiële Bestuur, 2003 (Wet No. 56 van 2003), saamgelees met die Munisipale Bate Oordrag Regulasies, 2008 (R 878 van 2008), sowel as die Wet op Plaaslike Regering: Munisipale Stelsels, 2000 (Wet No. 32 van 2000), dat die munisipaliteit van voorneme is om kantoorspasie by Belladonna (Pty) Ltd te huur. Die besonderhede is soos volg:

EIENDOMSBE-SKRYWING	DOEL	HUURBEDRAG (BTW UITGESLUIT)	HUURTERMYN
'n Gedeelte (Ongeveer 551.10 vk.m) van Erf 2902, Kerkstraat, Riversdal.	Die eiendom word tans deur die Munisipaliteit gehuur en die huurkontrak kom tot 'n einde op 31 Maart 2026. Die munisipaliteit is begerig om die huurkontrak te hernu.	R57 855.00 (BTW uitgesluit) per maand met 'n jaarlikse eskalasie van 8%	3 Jaar

Skriftelike besware/kommentare moet die kantoor van die Munisipale Bestuurder bereik voor Vrydag, 30 Januarie 2026 om 12:00. Besware/kommentare kan per e-pos gestuur word aan albert@hessequa.gov.za of kan gepos word aan die Munisipale Bestuurder, Posbus 29, Riversdal, 6670.

Laat kommentaar/besware sal nie oorweeg word nie. Verdere inligting kan bekom word by Mnr. A Kleynhans (028 713 8000) per e-pos albert@hessequa.gov.za. Please contact Mr. A Kleynhans at the above contact details to receive the notice in english.

A.S.A de Klerk
MUNISIPALE BESTUURDER

91762

ANNEXURE B

ANNEXURE C

PO Box 104
Klein Brakrivier
6503

Tel: 044 696 6604
Cell: 082 467 9050
Email: kalliev@telkomsa.net

KALLIE VERMEULEN WAARDASIES

VALUATION REPORT

ERVEN 2507, 2509, 2510 and 2512 RIVERSDALE
Situated at Corner of Heidelberg Road and President CR Swart Street

Prepared by: J.M Le Roux
Candidate Valuer: (7167/3)

8. MONTHLY POTENTIAL INCOME

838m² @ R100/m²	R	83 800

MONTHLY EXPENSES

Bank charges and audit fees	R	500
Provision for management fee (5%)	R	4 190
Vacancy Factor (5%)	R	4 190
Municipal rates and services	R	7 100
Short Term Insurance	R	2 000
Provision for maintenance	R	3 500
Monthly expenses	R	21 480
Monthly nett income	R	62 320
Annual nett income	R	747 840
Capitalized @ 9% =	R	8 309 333

Total market value as at 12 March 2025 rounded off to R8 300 000 (Eight Million Three Hundred Thousand Rand)

9. VALUATION CERTIFICATE

I, Johannes Mattheus le Roux, declare that I have inspected the above property, that I have verified the particulars set out in this valuation, and that I value the herein described property for the purpose of this valuation to the best of my knowledge and skill as at 12 March 2025.

.....

J.M. LE ROUX
Candidate Valuer (7167/3)

Co Signed -

KALLIE VERMEULEN
Professional Associated Valuer (5381/1)

Rig alle korrespondensie aan die Munisipale Bestuurder
Address all correspondence to the Municipal Manager

HESSEQUA
Munisipaliteit / Municipality / U Masipala

Tel:(028) 713 8000
Faks / Fax: 086 4015 118
Posbus / P.O. Box 29, RIVERSDAL(E), 6670
E-pos / E-mail: info@hessequa.gov.za
www.hessequa.gov.za
Van den Bergstraat
RIVERSDAL(E)

RE: INFORMATION STATEMENT IN TERMS OF SECTION 33 OF THE MFMA: LEASING OF A PROPERTY AS OFFICE SPACE FOR HESSEQUA MUNICIPALITY, WITH A FINANCIAL OBLIGATION BEYOND 3 (THREE) FINANCIAL YEARS

1. PURPOSE:

Hessequa Municipality publish the following Information Statement pertaining to the leasing of a portion (approximately 551 square meters) of a building on Erf 2902, Riversdale, to elicit comments. from National- and Provincial Treasury as well as COGTA.

2. BACKGROUND

The municipality has been leasing a portion (approximately 551 square meters) of a building on Erf 2902, Riversdale from Belladonna (PTY) Ltd in order to utilise the property as office space to accommodate various municipal departments, from 01 April 2023 for a period of three years. The lease agreement will lapse on 31 March 2026.

The municipality intends to renew the lease agreement for a further period of three years, with the inception date 01 April 2026.

The following resolution was made by Council on 26 November 2025:

"1. *Dat die Raad goedkeuring verleen vir die verlenging van die huurooreenkoms tussen Hessequa Munisipaliteit en Belladonna (PTY) Ltd vir die huur van 'n gedeelte (ongeveer 551 vk.m) van Erf 2902, Riversdal vir 'n periode van 3 jaar vanaf 1 April 2026 teen 'n aanvangshuurbedrag van R57 855.00 (BTW uitgesluit) per maand, met 'n jaarlikse eskalasie koers van 8%.*

2. *Dat die Raad goedkeuring verleen vir die huur van kantoorspasie te Erwe 2507, 2509, 2510 en 2512, Riversdal vanaf Tuinroete Distriksmunisipaliteit op 'n maand-tot-maand basis teen 'n aanvangshuurbedrag van R32 086.75 (BTW uitgesluit) per maand, met 'n jaarlikse eskalasie koers van 7%.* **NOT APPLICABLE TO THIS INFORMATION STATEMENT**

HESSEQUA
Munisipaliteit / Municipality / U Masipala

Rig alle korrespondensie aan die Munisipale Bestuurder
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www.hessequa.gov.za
Van den Bergstraat
RIVERSDAL(E)

3. *Dat die proses soos voorgeskryf in Artikel 33 van die Wet op Munisipale Finansiële Bestuur (Wet 56 van 2003) suksesvol afgehandel word voor die huurkontrak t.o.v. Erf 2902, Riversdal aan die Raad voorgelê word vir goedkeuring.*
4. *Dat die publieke deelname proses soos voorgeskryf in klousule 16.2 van die Eiendomsadministrasie beleid gevolg word.*
5. *Dat die munisipaliteit addisioneel tot die huurbedrae in aanbevelings 1 en 2, ook die maandelikse diensterekening (water, riolering, vullisverwydering en elektrisiteit) ten opsigte van die eiendomme wat deur die munisipaliteit gehuur word, betaal."*

The municipality does not have any property suitable for this purpose and intends to expand the current Municipal Office Building in Riversdale within the next three financial years, to accommodate all personnel. This will permit the municipality to cancel the lease(s) for office space.

The terms and conditions of the new proposed lease is similar to the existing lease agreement. A copy of the draft lease agreement is attached as **Annexure A**.

3. CONTRACT TERM

The Municipal Council gave preliminary approval for a lease period of 3 years, commencing on 01 April 2026.

4. PUBLIC PARTICIPATION

A notice (see **Annexure B**) with Council's intention to lease the property from Belladonna (PTY) Ltd, will be published in the local newspaper on 05 December 2025, to elicit comments. The public participation process will lapse on 30 January 2026.

The municipality requests the comments from Treasury and COGTA on or before 30 January 2026.

5. BENEFIT

The renewal of the lease agreement will address the imminent need for proper office space whilst the municipality endeavours to expand the existing building in order to accommodate all municipal staff.

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RIVERSDAL(E)

The renewal will ensure uninterrupted service delivery to the public and the municipal staff will be able to function effectively and efficiently.

6. FINANCIAL OBLIGATION

The municipality will be responsible for the monthly rental amount, which amounts to R57 855.00 (Fifty-Seven Thousand Eight Hundred and Fifty-Five Rand) (Excl. VAT), with an annual escalation of 8%. The rental amount was verified against a valuation report (**Annexure C**) that was obtained for another office building in 2025, which indicated the fair market related lease amount, per square metre, for office space in Riversdale, to be R 100.00 per square metre. The rental amount is based on R 105.00 per square metre, which seems to be fair.

The municipality will also be responsible for a *pro rata* (based on the percentage of the property leased) portion of the municipal service account for services used, which amounts to an average monthly amount of R 2 500.00 (Two Thousand Five Hundred Rand).

The municipality has adequate funding to honour this financial obligation for the duration of the lease period.

For any further information in this regard, kindly engage with the Manager: Property Management, Mr Albert Kleynhans, either by e-mail (albert@hessequa.gov.za) or telephonically by (028) 713 8022.

Trust that you find the above in order.

Yours faithfully,

ASA DE KLERK
MUNICIPAL MANAGER
01 DECEMBER 2025

HUUR VAN MUNISIPALE KANTOORSPASIE TE RIVERSDAL

File number / Verwysingsnommer: 17/3/R

Meeting date / Vergadering datum: 26 November 2025

Report by / Verslag deur: Bestuurder: Eiendomsbestuur Mnr A Kleynhans

PURPOSE OF REPORT / DOEL VAN VERSLAG

Vir die Raad om die sluit van die volgende huurkontrakte goed te keur:

1. Die uitoefening van 'n hernuwingsopsie vir die huur van kantoorspasie op 'n gedeelte van Erf 2902, Kerkstraat, Riversdal (ABSA gebou) vir 'n periode van 3 jaar vanaf 1 April 2026 teen 'n aanvangshuurbedrag van R57 855.00 (BTW uitgesluit) per maand met 'n jaarlikse eskalasie van 8%.
2. Die sluit van 'n nuwe huurooreenkoms met Tuinroete Distriksmunisipaliteit vir die huur van kantoorspasie op 'n gedeelte van Erwe 2507, 2509, 2510 en 2512, Riversdal vir 'n periode van 9 jaar en 11 maande teen 'n aanvangshuurbedrag van R32 086.75 (BTW uitgesluit) per maand met 'n jaarlikse eskalasie van 7%.

BACKGROUND AND DISCUSSION / AGTERGROND EN BESPREKING

Hessequa Munisipaliteit huur huidiglik kantoorspasie (die gebou word benut deur die Direktoraat Ontwikkelingsbeplanning en Direktoraat Gemeenskapsdienste) te Riversdal vanaf die Tuinroete Distriksmunisipaliteit. Die huurooreenkoms is op 'n maand-tot-maand basis gesluit vanaf 1 Desember 2018 teen 'n huurbedrag van R18 674.92 (BTW uitgesluit) per maand, sonder enige eskalasie.

2 RENTING AND RENTING

The Lessee hires and the Lessor rents the Premises under the terms of this lease on a month to month basis.

3 DURATION

Notwithstanding the date of signature of this Agreement, this lease shall commence on 1 December 2018 and shall continue on a month to month basis but can be terminated by any of the parties with one (1) month prior written notice;

4 RENT

4.1 The rent is **R21 476.16** (Twenty One Thousand Four Hundred and Seventy Six Sixteen Cents) (VAT included) per month.

4.2 The Lessee must electronically deposit the rent in advance in or before the first day of each month in the Lessor's bank account. The details of the said bank account are verified in clause 7.

Die onderstaande skrywe is op 23 Mei 2025 vanaf die verhuurder ontvang.

Jou roete na vooruitgang • Indlela yakho eya empumelelweni • Your route to prosperity

Garden Route
DISTRICT MUNICIPALITY | UMASIPALA WESITHILI | DISTRIKSMUNISIPALITEIT

54 York Street,
George
Western Cape
6529

PO Box 12,
George,
Western Cape
6530

044 803 1300
info@gardenroute.gov.za
www.gardenroute.gov.za

OFFICE OF THE MUNICIPAL MANAGER

Enquiries: D Mashila
Reference: 18/3/1/1
Date: 21 May 2025

Attention: The Municipal Manager
Hessequa Municipality
PO Box 29
Riversdale
6670

Email: info@hessequa.gov.za

REVIEW OF THE LEASE AGREEMENT BETWEEN GRDM AND HESSEQUA MUNICIPALITY ERVEN 2507, 2509, 2510, AND 2512, RIVERSDALE

Dear Sir

Your attention is drawn to the meeting held between our respective property managers, Mr A. Kleynhans and Mr D. Mashila, on 26 September 2024. The meeting was called to review the lease agreement, as a flat monthly rental rate of R21,476.16 has been in effect since 1 December 2018.

At this meeting, it was resolved that the Garden Route District Municipality would appoint a valuer to value the building in question and charge a market-related rental for the leasing of the building.

Please note that a Valuer was subsequently appointed and has since provided the Valuation Report, which is attached for your reference.

Given this, we would request a formal engagement to renegotiate the terms and conditions of the current lease agreement. We are available at your earliest convenience.

Yours faithfully,

MONDE STRATU
MUNICIPAL MANAGER
DATE: 27/5/2025

Volgens die waardasie verslag wat deur die verhuurder verkry is, beloop die billike huurwaarde van die eiendom wat deur Hessequa Munisipaliteit gehuur word, R83 800.00 (BTW uitgesluit) per maand.

8. MONTHLY POTENTIAL INCOME

838m² @ R100/m²		R	83 800
MONTHLY EXPENSES			
Bank charges and audit fees		R	500
Provision for management fee (5%)		R	4 190
Vacancy Factor (5%)		R	4 190
Municipal rates and services		R	7 100
Short Term Insurance		R	2 000
Provision for maintenance		R	3 500
Monthly expenses		R	21 480
Monthly nett income		R	62 320
Annual nett income		R	747 840
Capitalized @ 9%	=	R	8 309 333

Verskeie onderhandelings tussen Hessequa Munisipaliteit en Tuinroete Distriksmunisipaliteit het tussen Mei 2025 en Augustus 2025 plaasgevind en die onderstaande skrywe is gevolglik op 2 September 2025 ontvang.

54 York Street,
George
Western Cape
6529

PO Box 12,
George,
Western Cape
6530

044 803 1300
info@gardenroute.gov.za
www.gardenroute.gov.za

OFFICE OF THE MUNICIPAL MANAGER

Enquiries: D Mashila
Reference: 18/1/1
Date: 29 August 2025

Attention: The Municipal Manager
Hessequa Municipality
PO Box 29
Riversdale
6670

Email: info@hessequa.gov.za

REVIEW OF THE LEASE AGREEMENT BETWEEN GRDM AND HESSEQUA MUNICIPALITY ERVEN 2507, 2509, 2510, AND 2512, RIVERSDALE

Dear Sir

With reference to the above matter, I hereby wish to inform you that Council Resolved on 22 August 2025 as follows:

1. That Council grants approval of the revised long-term leasing of the building to Hessequa Municipality for the period of 9 (nine) years and 11 (eleven) months.
2. That the revised lease agreement be implemented effective from 01 January 2026.
3. That Council takes note of the newly negotiated lease amount of R 32 086.75 (Thirty-Two Thousand Eighty-Six Rand and Seventy-Five Cents), VAT excluded per month with an annual 7% escalation.

As per our in-principle agreement from the meeting held on 18 July 2025, you are requested to proceed with this matter through your Council's processes.

Your urgent consideration of this matter will be appreciated.

Yours faithfully,

MONDE STRATU
MUNICIPAL MANAGER
DATE: 2/9/2025

Die voorgestelde huurbedrag (R32 086.75 (BTW uitgesluit) per maand is bepaal deur die aanvangshuurbedrag van die huidige huurkontrak R18 674.92 (BTW uitgesluit) met 7% per jaar te eskaleer vanaf 1 Desember 2019 tot op datum. Die bedrag word beskou as redelik en daar is voldoende fondse beskikbaar op die huuruitgawe posnommer om die voorgestelde verhoging in die huuruitgawe te kan absorbeer.

Die voorgestelde implementeringsdatum van die verhoogde huurbedrag is 1 Januarie 2026. Alhoewel die verhuurder 'n verhuringstydperk van 9 jaar en 11 maande voorstel, word die sluit van 'n huurkontrak teen die verhoogde huurbedrag op 'n maand-tot-maand basis aanbeveel, gegewe die Raad se voorneme om kantoorspasie te ontwikkel. 'n Maand-tot-maand huurkontrak met 'n kennisgewingstydperk van 90 kalenderdae sal die munisipaliteit in 'n posisie plaas om die huurkontrak te kan kanselleer wanneer die munisipale kantoorspasie gereed is vir okkupasie.

ABSA GEBOU TE ERF 2902, KERKSTRAAT, RIVERSDAL

Hessequa Munisipaliteit huur sedert 1 April 2023 die bogenoemde kantoorspasie vanaf Belladonna (PTY) Ltd vir 'n aanvanklike periode van 3 jaar met 'n opsie periode van 6 jaar en 11 maande teen 'n aanvangshuurbedrag van R41 332.50 (BTW uitgesluit) per maand met 'n jaarlikse eskalasie van 4%. Die volgende afdelings is werksaam in die ABSA gebou – Voorsieningskanaalbestuur, Interne Oudit, Strategiese dienste, I.K.T, Salarisse en die Bate- en Versekeringskantoor.

Die aanvanklike huurtermyn (3 jaar) verstryk op 31 Maart 2026. Die volgende skrywe is vanaf die verhuurder ontvang:

Belladonna (Pty) Ltd
Reg. No. 1965/0033575/01 &
1965/0035575/07

577, Riversdale, 6670, South Africa
22 Heidelberg Road, Riversdale, 6670
083 447 9297 086 617 4114
gpepler.hn@wispernet.co.za

Belladonna
Property Developers

Enquiries	:	G PEPLER
Our ref.	:	ABSA BUILDING
Date	:	3 OCTOBER 2025
Sent	:	EMAIL
To	:	albert@hessequa.gov.za
CC	:	jcslaghuis@gmail.com
Attachments:		NONE

ATTENTION: MR. A. KLEYNHANS

Manager: Property Management
Directorate Corporate Management
Civic Centre, Van den Berg Street
RIVERSDALE
6670

Sir,

ABSA BUILDING: RENEWAL OF LEASE AGREEMENT BETWEEN BELLADONNA (PTY) LTD AND HESSEQUA MUNICIPALITY:

The meeting held at the Offices of Hessequa Consulting Engineers (Present A. Kleynhans, G. Pepler & A. Swart) on 8 August 2025, regarding the renewal of the Lease Agreement, has reference.

In terms of the current Lease Agreement (Period 1 April 2023 to 31 March 2026) the Lessor grants the Lessee an option to renew the Agreement for a further period of six years and eleven months until 28 February 2033.

We herewith confirm that Belladonna (Pty) Ltd is willing to extend the Lease Agreement with 6 years and eleven months. The lease amount will increase from 1 April 2026 with 4% to R46,493.44 (Excluding 15% VAT) and thereafter 4% per annum.

We look forward to your feedback in this regard.

Kind regards

GIDEON PEPLER
DIRECTOR: BELLADONNA (PTY) LTD

Daar is egter tydens 'n strategiese sessie, 'n besluit geneem dat Hessequa Munisipaliteit kantoorspasie ontwikkel deur aan te bou by die Burgersentrum te Riversdal en om sodoende die onderskeie huurkontrakte te kanselleer wanneer die munisipale kantoorspasie gereed is vir okkupasie. In die lig hiervan, was daar onderhandelings met die verhuurder om die bestaande huurkontrak te hernu met 'n periode van 3 jaar en nie 6 jaar en 11 maande soos wat die huidige huurkontrak voor voorsiening maak nie.

Die verhuurder het ingestem tot die 3 jaar verhuringstydperk, onderhewig aan 'n verhoogde huurbedrag en 'n verhoogde eskalasie koers. Die huurbedrag beloop tans R44 705.23 (BTW uitgesluit) per maand en die eskalasie koers beloop tans 4% per jaar. Die verhoogde aanvangshuurbedrag op 1 April 2026 beloop R57 855 (BTW uitgesluit) per maand (551 vk.m x R105 per vk.m) en die verhoogde eskalasie koers beloop 8 %.

4. DURATION

4.1 The lease shall commence on **1 April 2026 and shall subsist for 3 (three) years until 31 March 2029**. The Lessee is currently occupying the leased premises under an active lease agreement.

4.2 The Lessor further grants the Lessee the option to extend the lease agreement beyond 31 March 2029 by renewal for another term, provided that the Lessee was not in breach of any of the clauses of this Agreement for the duration of this Agreement. The Lessee must inform the Lessor in writing of the intention to extend beyond the period stated in 4.1 above, not later than 90 (ninety) days before the termination of the Agreement. The terms and conditions for the renewal period will be determined through mutual agreement between the Lessor and Lessee in writing. A new contract will be executed by both parties for the extended duration, outlining the terms and conditions, rent due, and the escalation rate.

5. RENTAL

5.1 The rent shall be **R105 per m² (One hundred and Five Rand), which amount is exclusive of VAT** for each month of the first year of the Lease Period, after which period the rent will escalate annually according to paragraph 5.5 below. VAT is payable on the rent. VAT means value-added tax levied in terms of the Value-Added Tax Act 89 of 1991 at such percentage as may be determined from time to time.

5.2 The Lessee shall pay the rent monthly in advance on or before the first day of every month.

5.3 The Lessee shall be obliged to pay to the Lessor, together with the monthly rental, all VAT, as defined in this Agreement.

5.4 Interest shall be charged on all payments received after the seventh day of the month at a rate of the current prime rate plus 4 (four) percent.

5.5 It is agreed that escalation of **8 % (eight percent)** per annum shall take place from **1 April 2027** and thereafter annually on 1 April of each year for the duration of the agreement. If the lease is extended beyond the initial three years, the Lessor reserves the right to unilaterally insist on the renegotiation of rent payable and the

Die Artikel 33 proses soos voorgeskryf in die MFMA (Wet 56 van 2003) is ook van toepassing op die verlenging van die huurkontrak met 'n periode van drie jaar.

Die relevante oorwegings ingevolge die Raad se Eiendomsbestuur Beleid is as volg:

10. AUTHORITY TO ACQUIRE

10.1 Council may acquire immovable property and rights in immovable property within or outside its municipal area by purchase, expropriation, exchange, donation, gift, lease or otherwise, subject to compliance with the procedures set out in this policy.;

11. GENERAL PRINCIPLES

11.1 Council must ensure that decisions to acquire property (land, buildings and land improvements) are based on sound business and planning principles which are fully accountable and comply with:

(a) Council priorities and initiatives;
(b) Corporate and service plans;
(c) Planning Policies; and
(d) Regional plans and area planning schemes.

Die Munisipaliteit huur reeds vir etlike jare die kantoorspasie vanaf Tuinroete Distriksmunisipaliteit, wat doelgerig ingerig en aangepas is oor die huurperiode om aan die spesifieke bedryfs- en diensleweringsbehoeftes van die munisipaliteit te voldoen. Die ABSA gebou is ook spesifiek volgens Hessequa munisipaliteit se behoeftes ingerig. Deur die huurkontrakte te sluit verseker die munisipaliteit die kontinuïteit van kritieke dienslewering aan die gemeenskap en die voorgestelde huurperiodes stel die munisipaliteit in 'n posisie om die geboue te ontruim wanneer die munisipale kantore gereed is vir okkupasie.

12. ASSESSMENT

12.1 Prior to arriving at a decision to acquire an immovable property the Municipal Manager is required to undertake a detailed assessment to ensure that:

(a) the service delivery needs of the Municipality are best met by the proposed acquisition;
(b) that broader government objectives are also considered; and
(c) the expenditure of public funds is justified and are approved.
(d) the planned acquisition is in line with the approved Spatial Development Framework(s).

12.2 The Municipal Manager must ensure land acquisitions associated with infrastructure projects are consistent with (where relevant) Regional Plans, State Infrastructure Plans, Municipal Infrastructure Master Plans, or other plans that cover a significant proportion of the municipal area. This is to ensure strategic landholdings contribute to a range of social, economic and environmental outcomes sought by Council, including the efficient, coordinated and timely provision of infrastructure.

12.3 In addition to the proposed acquisition being consistent with the objectives of planning documents, the Municipal Manager need to consider other issues when undertaking the assessment, such as:

(a) the reason why the preferred site or area best meets the Municipality's requirements;
(b) the Municipality's strategic land management plan;
(c) source of funding and value for money;
(d) alternative service delivery options;
(e) sharing of government resources;
(f) method of acquisition;
(g) valuation of property;
(h) consultation with stakeholders;
(i) availability of surplus government property;
(j) risks associated with proposed transaction; and
(k) site constraints e.g. cultural and heritage issues and servitudes.

12.1 a) Gegewe die goeie ligging van die kantoorspasie en dat die kantoorspasie doelgerig ingerig is vir die behoeftes van die onderskeie afdelings wat werksaam is in die betrokke geboue, sal die hernuwing van die kontrakte die kontinuïteit van dienslewering verseker. Daar is beperkte kantoorspasie in Riversdal wat voldoen aan die behoeftes van die munisipaliteit, gegewe die aantal werknemers van die munisipaliteit.

12.1 b) Die sluit van die huurkontrakte om kontinuïteit van dienslewering te verseker is in die beste belang van die gemeenskap.

12.1 c) Die verhuring is teen gunstige terme en voorwaardes vir die munisipaliteit. Tuinroete Distriksmunisipaliteit het die markverwante huurbedrag wesenlik verminder na onderhandelings. Die voorgestelde huurperiode van 3 jaar van die eiendom wat aan Bella Donna (Pty) Ltd behoort is ook in lyn met die munisipaliteit se behoeftes en beplanning.

12.1 d) N.v.t

12.3 a) Die munisipaliteit huur reeds die betrokke kantoorspasie welke voldoen aan die munisipaliteit se behoeftes. Die hernuwing van die kontrakte sal die kontinuïteit van dienslewering verseker. Daar is nie ander kantoorspasie beskikbaar in Riversdal wat aan die munisipaliteit se behoeftes voldoen nie. Die hervestiging van kantore (na 'n nuwe gebou) sal ook nie ekonomies sin maak, slegs vir 'n tydperk van 3 jaar nie.

12.3 b) Hessequa Munisipaliteit beskik nie oor alternatiewe / surplus eiendom wat as kantoorspasie aangewend kan word nie.

12.3 c) Daar is tans onvoldoende fondse beskikbaar op die huuruitgawe posnommer vir die hernuwing van die huurkontrakte. Daar sal tydens die aansuiweringsbegroting 'n bedrag van R50 000.00 addisioneel na die huuruitgawe posnommer oorgeplaas word, welke voldoende sal wees om die addisionele huuruitgawes te dek tot 30 Junie 2026. Die begrotingsinset vir die huuruitgawe posnommer vir die 2026/2027 en daaropvolgende finansiële jare, is voldoende. Die verhuring is teen gunstige terme en voorwaardes vir die munisipaliteit.

12.3 d) Geen.

12.3 e) Beide die geboue word ten volle benut deur die munisipaliteit.

12.3 f) Direkte onderhandeling met die verhuurders.

12.3 g) Die huurbedrag van die Tuinroete Distriksmunisipaliteit is minder as die billike huurwaarde soos bepaal deur die gekwalifiseerde waardeerder. Die waardasie verslag dui daarop dat die verhoogde huurbedrag van die ABSA gebou (gedeelte van Erf 2902, Kerkstraat, Riversdal) ook minder is as die billike huurwaarde soos bepaal deur die gekwalifiseerde waardeerder.

12.3 h) Die voorneme om die eiendomme te huur sal geadverteer word vir publieke insette in die plaaslike koerant. 'n Artikel 33 proses sal gevolg word met die 3 jaar huurkontrak t.o.v. die ABSA gebou.

12.3. i) Daar is geen surplus Regeringseiendomme in Riversdal wat voldoen aan die behoeftes van die munisipaliteit nie.

12.3 j) Daar word geen risiko voorsien met die huur van die eiendomme nie. Die huurooreenkoms sal die terme en voorwaardes op skrif stel.

12.3 k) Geen.

UITVOERENDE BURGEMEESTERSKOMITEE

Die item dien by die **Uitvoerende Burgemeesterskomitee** vergadering van **26 November 2025** en terugvoer sal tydens die Raadsvergadering gegee word.

COMMENTS: MUNICIPAL MANAGER / KOMMENTAAR: MUNISIPALE BESTUURDER

Daar word kennis geneem van die verslag. Die aanbevelings word ondersteun.

COMMENTS: DIRECTOR CORPORATE MANAGEMENT / KOMMENTAAR: DIREKTEUR KORPORATIEWE BESTUUR

COMMENTS: DIRECTOR FINANCIAL SERVICES / KOMMENTAAR: DIREKTEUR FINANSIËLE DIENSTE

Daar word kennis geneem van die verslag. Die aanbevelings word ondersteun.

COMMENTS: DIRECTOR DEVELOPMENT PLANNING / KOMMENTAAR: DIREKTEUR ONTWIKKELINGSBEPLANNING

COMMENTS: DIRECTOR TECHNICAL SERVICES / KOMMENTAAR: DIREKTEUR TEGNIESE DIENSTE

COMMENTS: DIRECTOR COMMUNITY SERVICES / KOMMENTAAR: DIREKTEUR GEMEENSKAPSDIENSTE

COMMENTS: MANAGER LEGAL SERVICES / KOMMENTAAR: BESTUURDER REGSDIENSTE

Daar word kennis geneem van die verslag en die aanbevelings word ondersteun.

COMMENTS: MANAGER STRATEGIC SERVICES / KOMMENTAAR: BESTUURDER STRATEGIESE DIENSTE

COMMENTS: OTHER / KOMMENTAAR: ANDER

RECOMMENDATION / AANBEVELING

1. Dat die Raad goedkeuring verleen vir die verlenging van die huurooreenkoms tussen Hessequa Munisipaliteit en Belladonna (PTY) Ltd vir die huur van 'n gedeelte (ongeveer 551 vk.m) van Erf 2902, Riversdal vir 'n periode van 3 jaar vanaf 1 April 2026 teen 'n aanvangshuurbedrag van R57 855.00 (BTW uitgesluit) per maand, met 'n jaarlikse eskalasie koers van 8%.
2. Dat die Raad goedkeuring verleen vir die huur van kantoorspasie te Erwe 2507, 2509, 2510 en 2512, Riversdal vanaf Tuinroete Distriksmunisipaliteit op 'n maand-tot-maand basis teen 'n aanvangshuurbedrag van R32 086.75 (BTW uitgesluit) per maand, met 'n jaarlikse eskalasie koers van 7%.
3. Dat die proses soos voorgeskryf in Artikel 33 van die Wet op Munisipale Finansiële Bestuur (Wet 56 van 2003) suksesvol afgehandel word voor die huurkontrak t.o.v. Erf 2902, Riversdal aan die Raad voorgelê word vir goedkeuring.

4. Dat die publieke deelname proses soos voorgeskryf in klousule 16.2 van die Eiendomsadministrasie beleid gevolg word.
5. Dat die munisipaliteit addisioneel tot die huurbedrae in aanbevelings 1 en 2, ook die maandelikse diensterekening (water, riolering, vullisverwydering en elektrisiteit) ten opsigte van die eiendomme wat deur die munisipaliteit gehuur word, betaal.

AGENDA ITEM APPROVED BY / AGENDA ITEM GOEDGEKEUR DEUR:

Direkteur Korporatiewe Bestuur: Me Marina Griesel

ATTACHMENTS / STAWENDE DOKUMENTE

Ja, huurkontrak van Belladonna (PTY) Ltd en Tuinroete Distriksmunisipaliteit.

LEASE AGREEMENT

Between

BELLADONNA (PTY) LTD

And

HESSEQUA MUNICIPALITY

in respect of

551 m^2 of Erf 2902, Church Street, Riversdale, Western Cape

Opgestel deur / Drafted by: Christian Ernst Olivier
Sel Nr 083 556 7403

CHRISTI OLIVIER
Prokureurs / Attorneys
Hoofstraat 26 Main Street
RIVERSDAL
6670
Tel (028) 713 1191

AGREEMENT OF LEASE OF A PREMISES

1. PARTIES

The parties to this lease are:

1.1 **BELLADONNA (PTY) LTD**
Registration number **1965/003575/07**
herein represented by **GIDEON PEPLER**
duly authorized by a resolution
Address: **22 Heidelberg Road, Riversdale 6670**
(Hereafter named the Lessor);

and

1.2 **HESSEQUA MUNICIPALITY**
Founded in terms of Section 12 of Act 117 of 1998
Herein represented by **Albertus Stephanus Abraham de Klerk**
Address: **Van den Berg Street, RIVERSDALE, 6670**
(Hereinafter called the Lessee).

2. LETTING AND HIRING

The Lessor lets and the Lessee rents the Leased Premises at Erf 2902, corner of Dixon and Church Street, RIVERSDALE, 6670 (the leased premises). The leased premises are rented on the terms and conditions set out in this Agreement. The Leased Premises consist of approximately 551,1 m² of the larger property. The area includes the following:

Total Ground Floor surface:	111,6m²
Total First Floor Surface:	111,6m²
Total Second Floor surface	327,9m²
Total floor space:	**551,1m²**

3. USE OF THE LEASED PREMISES

The leased premises are let to the Lessee as an office and shall not be used for any other purposes, including residential purposes, without the prior consent of the Lessor. The Lessor warrants that the property is fit for the intended use and purpose.

4. DURATION

4.1 The lease shall commence on **1 April 2026 and shall subsist for 3 (three) years until 31 March 2029**. The Lessee is currently occupying the leased premises under an active lease agreement.

4.2 The Lessor further grants the Lessee the option to extend the lease agreement beyond 31 March 2029 by renewal for another term, provided that the Lessee was not in breach of any of the clauses of this Agreement for the duration of this Agreement. The Lessee must inform the Lessor in writing of the intention to extend beyond the period stated in 4.1 above, not later than 90 (ninety) days before the termination of the Agreement. The terms and conditions for the renewal period will be determined through mutual agreement between the Lessor and Lessee in writing. A new contract will be executed by both parties for the extended duration, outlining the terms and conditions, rent due, and the escalation rate.

5. RENTAL

5.1 The rent shall be **R105 per m² (One hundred and Five Rand), which amount is exclusive of VAT** for each month of the first year of the Lease Period, after which period the rent will escalate annually according to paragraph 5.5 below. VAT is payable on the rent. VAT means value-added tax levied in terms of the Value-Added Tax Act 89 of 1991 at such percentage as may be determined from time to time.

5.2 The Lessee shall pay the rent monthly in advance on or before the first day of every month.

5.3 The Lessee shall be obliged to pay to the Lessor, together with the monthly rental, all VAT, as defined in this Agreement.

5.4 Interest shall be charged on all payments received after the seventh day of the month at a rate of the current prime rate plus 4 (four) percent.

5.5 It is agreed that escalation of **8 % (eight percent)** per annum shall take place from **1 April 2027** and thereafter annually on 1 April of each year for the duration of the agreement. If the lease is extended beyond the initial three years, the Lessor reserves the right to unilaterally insist on the renegotiation of rent payable and the escalation rate for the extended period. The terms and conditions for any extended lease agreement will be negotiated and mutually agreed upon by the Parties. This

is intended to ensure that the terms and conditions, but specifically the rent, will remain market-related despite the lengthy period of the agreement and any possible extension of the initial period.

6. KEY DEPOSIT

6.1 On entering this Agreement, the Lessee shall pay to the Lessor a key deposit in an amount equal to **1 (one) month's rent**.

6.1.1 The Lessor may apply the deposit for payment of rental and/or any other expenses incurred by the Lessor for which the Lessee is proved to be liable;

6.1.2 At the expiration of this Agreement, the Lessor and Lessee shall jointly inspect the Leased Premises within 3 (three) days before such expiration with a view to ascertaining if there were any damages caused to the leased premises during the Lessee's occupation thereof;

6.1.3 The key deposit or the balance thereof, if any, must be refunded to the Lessee not later than 14 (fourteen) days after the expiration of this Agreement or, where repairs were needed, after the restoration of the Leased Premises.

7. PAYMENTS

7.1 All payments due by the Lessee to the Lessor under this Agreement shall be deposited in the Lessor's bank account as provided by the Lessor to the Lessee and attached hereto as Annexure A or amended by written notification from the Lessor.

7.2 The Lessee shall not withhold, defer, or make any deduction from any payment due to the Lessor, whether the Lessor is indebted to the Lessee or in breach of any obligation to the Lessee.

7.3 The rent and all other amounts payable by the Lessee under this lease shall be inclusive of value-added tax unless stated otherwise. pl

8. ASSIGNMENT AND SUBLETTING

The Lessee shall not be entitled, except with the prior written consent of the Lessor, to:

8.1 cede or assign all or any of the rights and obligations of the Lessee under this lease;

8.2 sublet the leased premises in whole or in part; or

8.3 Give up possession of the leased premises to any third party.

9. ALTERATIONS, ADDITIONS AND IMPROVEMENT

Lessee will not, except with the Lessor's prior written consent, which shall not be unreasonably withheld, make any alterations or additions to any of the improvements or make any alterations or additions to premises save those of a minor nature which are easily capable of being undone.

10. EXCLUSION OF LESSOR FROM CERTAIN LIABILITY AND INDEMNITY

10.1 The Lessee may not withhold or delay any payment due to the Lessor by reason directly or indirectly if

10.1.1 A breach by the Lessor of any of its obligations under this lease.

10.1.2 any act or omission of the Lessor or any agent or servant of, or contractor to, the Lessor, or otherwise actionable at law;

10.1.3 any failure or suspension of, or any interruption in, the supply of water, electricity, gas, or any other amenity or service to the Leased premises, which was not a direct or indirect result of any act or omission on the part of the Lessor;

10.2 The Lessor shall not, however, be excused from specific performance of any of its obligations under this lease, whether express or implied, and particularly (but not only) its obligations to afford the Lessee access to **use as offices**.

11. DAMAGE TO OR DESTRUCTION OF THE LEASED PREMISES

11.1 If the leased premises are destroyed or so damaged that it can no longer be beneficially occupied, this lease will terminate when that happens unless the

parties agree otherwise in writing.

11.2 The Lessor will not be liable for any loss suffered by the Lessee due to rain, wind, hail, lightning, fire, storms or leaks of by reason of riot, strikes, action by enemies of the State or through any other cause like nature, or on account of the actions of any of the other tenants in the building mentioned in the Lease Agreement.

11.3 In case of partial destruction of the Leased Premises, or a portion thereof, the Lessee will be entitled to a proportionate rebate of the rental to the extent to which the Leased Premises or a portion thereof is not suitable for occupation.

11.4 Both Parties will not be entitled to claim compensation from each other in case of partial or total destruction of the Leased Premises.

12. SPECIAL REMEDY FOR BREACH

12.1 Should the Lessee default in any payment due under this lease or be in breach of its terms in any other way, and fail to remedy such default or breach within 10 (ten) days after receiving a written demand that it be remedied, the Lessor shall be entitled, without prejudice to any alternative or additional right of action or remedy available to the Lessor under the circumstances, to cancel this lease without further notice with immediate effect, be repossessed of the leased premises and recover from the Lessee damages for the default or breach and the cancellation of this lease.

12.2 Clause 12.1 shall not be construed as excluding the ordinary lawful consequences of a breach of this lease by either party (save any such consequences as are expressly excluded by any of the other provisions of this lease) and, in particular, any right of cancellation of this lease on the ground of a material breach going to the root of this lease.

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

13. COSTS

The legal costs incurred in preparing this lease shall be borne and paid by the Lessee.

14. DOMICILIA AND NOTICES

14.1 The parties choose as their *domicilia citandi et executandi* the addresses mentioned in clause 1, 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.

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

15. WARRANTY OF AUTHORITY

The persons signing this lease on behalf of the Lessor and the Lessee expressly warrant their authority to do so.

16. SALE OF PROPERTY

The validity of this lease shall not in any way be affected by the transfer of the Property from the Lessor pursuant to a sale thereof. It shall accordingly, upon registration of transfer of the Property into the name of the purchaser, remain of full force and effect save that the purchaser shall be substituted as lessor and acquire all rights and be liable to fulfil all the obligations which the Lessor, as lessor, enjoyed against or was liable to fulfil in favour of the Lessee in terms of the lease.

17. WAIVER

No relaxation of any of the terms of this Agreement by either party, and no indulgence which either party of their agent may grant each of the parties of any condonation of a

breach by either party, shall in any way prejudice either party's rights hereunder or be capable of constituting a waiver of such rights, and either party shall, at all times, be entitled to claim strict compliance of all duties from the other party.

18. OBLIGATIONS OF THE LESSEE

The Lessee will:

18.1 inform the Lessor in writing, no later than 21 (Twenty-One) days after taking occupation of the Leased Premises, of any defects regarding keys, locks, doors, windows, carpets, electrical installations and fittings, failing which, the Lessee will be deemed to have acknowledged that he has received the Leased Premises in good order and condition;

18.2 pay, to the service provider, for electricity consumption as per a pre-paid meter to be installed at the cost of the Lessor;

18.3 pay on a pro rata basis for availability electricity (if applicable), water basic and consumption, sewerage, refuse removal and other municipal charges according to and as reflected on the monthly account issued by the local municipality The pro rata share payable by the Lessee will be determined based on the area hired by the Lessee in proportion to the total rentable area of the building;

18.4 Keep the Leased Premises clean, habitable, and neat. The Lessee is required to comply with all fire and other safety regulations at its own costs;

18.5 allow the Lessor or his duly authorized agent to inspect the Leased Premises at all reasonable times;

18.7 Be responsible for the maintenance, repair, and upkeep, as deemed necessary, of the interior of the Leased Premises. Such obligation includes amongst others the ceiling, wall covering (paint, tiles or otherwise), floor covering, doors and windows, door locks, door hinges (including those of built-in cabinets), door handles (including those of built-in cabinets), window handles, window hinges, fire extinguishers, furniture, machinery and equipment including air conditioning units in or on the Leased Premises The Lessee shall also be responsible for basic plumbing (sewerage and sanitary fittings), to replace damaged light bulbs, repair faulty light switches and power plugs as well as to repair or replace faulty taps and toilet seats;

18.8 Ensure that fire extinguishers and water coolers, and/or air conditioning units are serviced annually by a reputable contractor; (documentary proof of such services will be provided to the Lessor on request);

18.9 at the termination of this Agreement, return the Leased Premises in the same good condition as it was at the commencement of this Agreement, with reasonable wear and tear accepted; and

18.10 immediately inform the Lessor telephonically and in writing of any damages to the Leased Premises caused by burglary, fire, theft, storms, rain, water, riots, malicious or other damage of whatever nature;

18.11 immediately inform the Lessor of any breaks in the electricity and/or water supply in and to the Leased Premises;

18.12 Immediately arrange for insurance against plate glass breakage, movable assets, and public liability regarding own operations, at a reputable company that meets the approval of the Lessor. The premiums shall be paid regularly by the Lessee, failing which the Lessee will replace at the Lessee's cost all damaged or broken glass of windows without delay;

The Lessee will not:

18.13 keep or permit to be kept any flammable substance or any dangerous items or substance in the Leased Premises, or any part thereof, which may constitute a breach of any term or condition in the insurance policy in respect of the Leased Premises. The Lessee will not do or permit any dangerous activity in the Leased Premises that may negatively affect the insurance policy. Should the premiums of any insurance be increased because of the activities of the Lessee in the Leased Premises or of the use or storage of flammable substances or dangerous items, or substances on the premises, additional premium payable in connection therewith;

18.14 affix any signboard, name plate, or flagpole to any wall, door, window, shutters, or blinds in the Leased premises or the building in which it is situated, or put any decoration, printing, or writing on any part of the Leased Premises or the building in which it is situated without the prior written consent of the Lessor. On the termination of the Lease Agreement, the Lessee will remove all name plates, signboards, decoration of any other item affixed by him and hand back the Leased Premises to the Lessor in the same good order and condition as received;

18.15 cause or permit anything on or about the Leased Premises to be in the judgment of the Lessor, a nuisance or annoyance, or may interfere with the quiet and comfort of other Lessees of the building or persons in the neighbourhood;

18.16 install or permit the installation of a safe or any heavy object in the Leased Premises without the written consent of the Lessor. The Lessee will be responsible for any damage to the building caused by the rearranging of furniture, articles, or any other objects;

18.17 allow any damage to the walls, knocking of nails into the walls, or any alteration or interference with the electrical fittings for any purpose other than the provision of light and the use of office equipment;

18.18 Do any alterations to the Leased Premises without the prior written permission of the Lessor. Any such alterations or additions will become the property of the Lessor without any refund or claim being made by the Lessee.

19. RIGHTS AND OBLIGATIONS OF THE LESSOR

19.1 The Lessor will maintain the structure (outside walls and roof of the building/s and exterior facades) in good condition.

19.2 The Lessor will insure the building/s against the usual risks, for an amount equal to its/their replacement value.

19.3 The Lessor will endeavour to ensure uninterrupted services for sewerage and refuse removal, and the supply of water and electricity to the Leased Premises, but will not be liable for any damage, delay, or inconvenience suffered by the Lessee if there is a disruption of these services.

20. THE LESSOR'S RIGHT OF INSPECTION AND REPAIR

20.1 The Lessor, or his agent, will be entitled:

20.1.1 at all reasonable times, and at this election, to inspect the Leased Premises both externally and internally; and

20.1.2 to introduce any builder or workman onto the Leased Premises for execution

of any work, the performance of which is necessitated by any obligation imposed upon, or right granted to, the Lessor by the Agreement, or subject to the terms and conditions of this Agreement, or by common law.

21. JURISDICTION

21.1 The Magistrate of the district of **Riversdale** will have jurisdiction in respect of any matter or process directly or indirectly arising from this Lease Agreement.

21.2 The Lessee agrees further that the Lessor is entitled to choose to institute legal action to enforce his rights in respect of the Lease Agreement or otherwise claimable, in the Magistrate's Court or in the High Court of South Africa.

21.3 The defaulting party will pay all costs including attorney and client fees as well as collection commission for the issue of a summons to recover monthly rental and interest of any part thereof of any other outstanding amount payable in accordance with the Lease Agreement and also the cost for executing a sentence, including any proxies and other documents required in this respect and in general all costs related directly or indirectly to this Lease Agreement. Furthermore, the Lessee will be responsible for any costs or levies payable by the Lessor in proving this claim in case of death, insolvency, or liquidation.

21.4 For the duration of this Lease Agreement, all the furniture and equipment brought into the Leased Premises will be subject to impounding by the Lessor and will serve as a guarantee for full obligation of all the clauses and conditions of this Agreement. Under no circumstances will the Lessee cede or assign any of the above-mentioned assets without the written consent of the Lessor.

21.5 Any concession at any time made by the Lessor in respect of the conditions of the Lease Agreement will not in any manner whatsoever affect the Lessor's rights as stipulated in the Lease Agreement, and in particular, the acceptance of late payments or reduced payments will be without prejudice to the Lessor's rights.

22. CONFIDENTIALITY

22.1 The parties acknowledge that any information supplied in connection with this Agreement may consist of confidential or proprietary data, disclosure of which to any third party is strictly forbidden.

22.2 The parties therefore agree to hold such material and information in the strictest confidence, to prevent any copying thereof by whatever means, and not to make use thereof other than for this Agreement.

23. WHOLE AGREEMENT

23.1 This lease constitutes the entire agreement between the parties.

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

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

24. SPECIAL CONDITION

24.1 The air-conditioners installed by the Lessee will remain the property of the Lessee, who will be responsible for the maintenance, service, and other costs relating to the air-conditioning. Upon the termination of the agreement, the Lessee will be entitled to remove the air-conditioners, provided that the building is restored and properly closed where the air-conditioners and/or related equipment, pipes, or cables are removed.

24.2 The Lessee will be liable for such repairs to the premises. The Lessor will not be responsible for removing and installing any air-conditioners.

24.3 The parties are aware that some interior drywalls are built and fitted upon the special request and instance of the Lessee. The Lessee is liable for maintenance and repair of damage to the drywalls. The Lessee may not remove the drywalls, fixtures or alterations without prior permission from the Lessor.

24.4 The Lessee agrees not to use material or equipment of a lesser quality to maintain the premises.

24.5 The Lessor gives the Lessee permission to install on the premises at Lessee's own cost and risk such solar electrical equipment (solar panels, inverters, batteries,

connecting cables, electric wiring, etc.) that the Lessee requires as an alternative source of electricity supply. Such referred electrical equipment may be attached to the building at the cost and risk of the Lessee. The Lessee warrants that the attachments will be secure and aesthetically acceptable to the Lessor. The electrical equipment will remain the property of the Lessee, who will be responsible for the maintenance, service, and other costs relating to the electrical equipment. Upon the termination of the agreement, the Lessee will be entitled to remove the electrical equipment that the Lessee installed at its own cost, provided that the building is restored and properly closed where the electrical equipment and/or related equipment, pipes, or cables are removed. The Lessee will be liable for such repairs to the premises.

24.6 If the approval of the national treasury is required, the Lessee will obtain such permission. The Lessee warrants and undertakes to take all necessary steps to obtain such approval and deliver it to the Lessor.

SIGNED at Riversdale on this 20TH day of **November 2025**.

AS WITNESSES:

1. _____

2. _____

_____
LESSOR

SIGNED at Riversdale on this _____ day of **November 2025**

AS WITNESSES:

1. _____ _____

LESSEE

2. _____

9.7 DEVELOPMENT CHARGE POLICY (AMENDMENT) - 2026

File number / Verwysingsnommer: 5/5/B

Meeting date / Vergadering datum: 25 February 2026

Report by / Verslag deur: Director: Technical Services – Mr. R. Manho

PURPOSE OF REPORT / DOEL VAN VERSLAG

That the Committee take note of the amendment in the Development Charge Policy approved on 24 September 2024.

BACKGROUND AND DISCUSSION / AGTERGROND EN BESPREKING

The Development Charge Policy was approved by Council on 24 September 2024. There was one amendment that are proposed on page 9.

The following paragraph:

- Clause 5.4, that reads as follows… "*If the building is smaller than 40m2 no development charge will be applicable, if larger than 40m4 but smaller than 60 m2 the development charge will be half of the cost as indicated in the tariff book, if more than 60m2 the full amount as stipulated in the tariff book (4.5.1-9).*"

It is proposed that the above paragraph be amended as follow:

- Clause 5.4, that reads as follows… *"If the building is smaller than 40m2 no development charge will be applicable, if larger than 40m4 but smaller than 60 m2 the development charge will be half of the cost as indicated in the tariff book, if more than 60m2 the full amount as stipulated in the tariff book (4.5.1.10)."*

Indicating that all future costing for second dwelling be determined using the Development Charge Policy.

Attached, please find the amended Policy.

EXECUTIVE MAYORAL COMMITTEE

The item will serve at the **Executive Mayoral Committee** on **25 February 2026** and feedback will be provided in the **Council Meeting**.

COMMENTS: MUNICIPAL MANAGER / KOMMENTAAR: MUNISIPALE BESTUURDER

The recommendation is supported.

COMMENTS: DIRECTOR CORPORATE MANAGEMENT / KOMMENTAAR: DIREKTEUR KORPORATIEWE BESTUUR

Noted

COMMENTS: DIRECTOR FINANCIAL SERVICES / KOMMENTAAR: DIREKTEUR FINANSIËLE DIENSTE

COMMENTS: DIRECTOR DEVELOPMENT PLANNING / KOMMENTAAR: DIREKTEUR ONTWIKKELINGSBEPLANNING

COMMENTS: DIRECTOR TECHNICAL SERVICES / KOMMENTAAR: DIREKTEUR TEGNIESE DIENSTE

COMMENTS: DIRECTOR COMMUNITY SERVICES / KOMMENTAAR: DIREKTEUR GEMEENSKAPSDIENSTE

COMMENTS: MANAGER LEGAL SERVICES / KOMMENTAAR: BESTUURDER REGSDIENSTE

COMMENTS: OTHER / KOMMENTAAR: ANDER

RECOMMENDATION / AANBEVELING

That Council approve the amendment in the Development Charge Policy approved on 24 September 2024.

AGENDA ITEM APPROVED BY / AGENDA ITEM GOEDGEKEUR DEUR:

Director Technical Services: R. Manho

ATTACHMENTS / STAWENDE DOKUMENTE

Amended Development Charge Policy

HESSEQUA MUNICIPALITY

DEVELOPMENT CHARGES POLICY

February 2026

TABLE OF CONTENTS

1 **INTRODUCTION** 2

2 **DEFINITIONS** 2

3 **LEGAL FRAMEWORK** 6

4 **COMPONENTS OF DEVELOPMENT CHARGES DEFINED** 7

5 **LAND DEVELOPMENT CHANGES THAT GIVE RISE TO DEVELOPMENT CHARGES** 8

6 **DETERMINATION OF APPLICABLE DEVELOPMENT CHARGES** 10

7 **ADMINISTRATIVE PROCESSES** 11

8 **METHODOLOGY TO CALCULATE UNIT COSTS FOR DEVELOPMENT CHARGES** 14

9 **CALCULATION OF STANDARD UNIT IMPACTS FOR LAND USES** 16

10 **APROPRIATION OF DEVELOPMENT CHARGE FUNDS** 17

1 INTRODUCTION

1.1 The Hessequa Municipality welcomes all new developments as it has a positive impact on employment opportunities and the Municipality`s financial sustainability as it contributes to the expansion of the income base. Development cannot be sustainable if the Municipality has to carry the impact on the demand for essential engineering services such as water, sewerage, stormwater, roads, transport, solid waste and electricity, and other community services such as social services, clinics, schools, and public amenities.

1.2 For sustainable development to be successful and to enhance economic development, both the public and private sector needs to invest in infrastructure. Development charges should enable the municipality to recover a fair and rational amount from developers to fund the construction of the capacity units allocated to the development. The developers must account for the total cost of bulk infrastructure for developments so far as the developments impacts on the existing infrastructure.

1.3 The present Hessequa Capital contributions reflects within the yearly Tariff structure and escalates per annum. These contributions are fixed amounts for water, sewage and electricity only. To date developers were asked to pay these capital contributions per erf, per flat, per townhouse, per 1000 m^2 of business premises. Contributions were paid when clearance on an erf was requested or when a building plan was submitted in respect of a newly created erf.

1.4 The objective of this policy shall be to generate funds to ensure the timeous augmentation of the municipal engineering services infrastructure within the jurisdiction of the Municipality, to ensure sustainable development.

2 DEFINITIONS

In this policy, unless the context indicates otherwise-

2.1 "**Application for land use change**" means an application in terms of any planning law for the Planning Tribunal approval to develop or change existing development rights. Applications include, but are not limited to, rezoning, subdivision, consent use, departure, change of land use, township establishment and site development plan approval.

2.2 **"Capacity"** means the maximum demand for engineering service, that the associated capital infrastructure assets can satisfy;

2.3 **"Capital infrastructure"** means any immovable asset such as land, property or buildings, including plant and equipment that accede thereto, which is required for the provision of a municipal service;"

2.4 **"Condition of approval"** means a condition prescribed by the Council and approved by the joint Municipal Planning Tribunal with regards to the approval of a development application in terms of applicable land use planning legislation;

2.5 **"Consent"** means special permission granted by the Council and joint Municipal Planning Tribunal, after due consideration of all relevant facts and after following the lawful process, in terms of which a specific type of land use or activity is permitted, in addition to the primary uses applicable to the property concerned;

2.6 **"Consent use"** means the secondary use right that is permitted in terms of the provisions pertaining to a particular zone, only with the consent of the Council;

2.7 "**Council**" means the Council of the Hessequa Local Municipality

2.8 **"CRT"** means a certificate of registered title;

2.9 **"Customer''** means any existing owner, tenant or operator on a property that requires a larger capacity demand from any or all engineering services whether it be a household, commercial business and industrial activity due to an increase in the expected demand due to their day-to-day activities;

2.10 **"Developer"** means an applicant, as defined in the Spatial Planning and Land Use Management Act, 2013 (Act No. 16 of 2013), whose land development application is approved, in whole or in part, by the person or body authorized to do so in terms of applicable legislation, including an organ of state, which may or may not be the owner of the land, applying for permission to develop or change the use of land;

2.11 **"Development"** means the changing of use and/or of cadastral boundaries in order to increase the use of land;

2.12 **"Development Charge''** means a once-off charge as contemplated in Section 83 of the Hessequa Municipality Land Use Planning By-Law (2015), to be imposed by the Municipality on all application for infrastructure capacity allocations:

a) To a developer on a property

b) for the access to a higher capacity allocation due to a rezoning application

c) for a higher capacity allocation due to the increase in business, industrial and/or any other activity

d) for the accommodation of a second dwelling

e) or as a condition of approval of a land use and development application in order to cover the cost of municipal engineering services required as a result of an intensification of land use;

2.13 **"Dwelling unit"** means a self-contained, inter-leading group of rooms or a compound building configuration designed in accordance with a particular style approved by the Municipality –

a) with not more than one kitchen, used for the living accommodation and housing of one family, together with such outbuildings as are ordinarily used with a dwelling unit; and

b) does not include tourist accommodation or accommodation used as part of a hotel;

2.14 **"Economic infrastructure"** means infrastructure serving high income and commercial and industrial consumers;

2.15 **"Engineering services"** means the infrastructure with design capacity required to supply water, sewerage, electricity, municipal roads, stormwater drainage and solid waste collection and removal required for the purpose of land development;

2.16 **"Engineering Services Agreement"** means an agreement concluded between the developer for the recording of their detailed and specific respective rights and obligations regarding the provision and installation of new external engineering services and internal engineering services required for approved land development and matters ancillary thereto where in the Municipality indicates the agreed capacity allocation or the impact on the existing infrastructure. The agreement will also stipulate the contributions to be paid for the required capacity allocation (entitlement).

In the event where the developer will construct or install bulk engineering services instead of the payment of a Development Charge, it will also describe which infrastructure cost may be discounted against the contribution charges and in which the parties agree to their respective roles in the construction, installation and financing of infrastructure, and Services Agreement has the same meaning;

2.17 **"External engineering service"** means an external engineering service as defined in the SPLUMA (Act No. 16 of 2013);

This is municipal engineering services infrastructure external to the development site boundary and includes both:

(a) Bulk engineering services, which means bulk backbone municipal services infrastructure external to the development, including land, required to provide engineering services to users/property within the boundaries of the municipality; and

(b) Bulk link engineering services, which means municipal services infrastructure external to the development site boundary, including land, is required to connect internal engineering services within the proposed development to existing or proposed bulk engineering services. This part of the service will also indicate where the municipal responsibility end (Point of Supply) and where and how the usage of the service will be monitored and metered for billing purposes.

2.18 **"Hessequa Planning By-Law"** means the Land Use and Planning By-Law for Hessequa Municipality as promulgated in the Provincial Gazette 7472 on 21 August 2015;

2.19 **"LUPA"** means the Western Cape Land Use Planning Act, 2014 (Act 3 of 2014);

2.20 **"LUPO"** means the Land Use Planning Ordinance, 1985 (Ordinance 15 of 1985);

2.21 **"Master plans"** means high level infrastructure plans prepared for the Municipality to cater for possible future development. For example: Bulk Water and Sanitation Master Plans;

2.22 **"Municipal spatial development framework"** means a municipal spatial development framework adopted by the Municipality in terms of Chapter 5 of the Municipal Systems Act;

2.23 **"Municipality"** means Hessequa Local Municipality established by Establishment Notice PN 493/2000 in Provincial Gazette 5591 of 22 September 2000 issued in terms of the Local Government: Municipal Structures Act, 1998 (Act 117 of 1998), and where the context so requires, includes –

a) the Council;
b) any committee or a political office bearer of the Municipality, authorised or delegated to perform a function or exercise a power in terms of this By-Law;
c) the Municipal Manager; and
d) an authorised employee or official carrying out any duty or function, or exercising any power in terms of an applicable By-law or delegated authority;

2.24 "**Owner**" means:

(a) a person or legal entity in whose name ownership of the property is registered, excluding the Municipality;

(b) in a case where the person in whom the legal title is vested is insolvent or dead, or is under any form of legal disability, the person in whom the administration of and control of such property is vested as curator, trustee, executor, administrator, judicial manager, liquidator or other legal representative;

2.25 "**Property**" means immovable property situated within the area of jurisdiction of the Municipality and registered in the name of an Owner;

2.26 **"Services Agreement"** means an arrangement between the Municipality and the developer in cases where the developer constructs or installs bulk engineering services in lieu of the payment of a Development Charge (full or in part) and in which the parties agree on their different roles in the construction, installation and financing of infrastructure;

2.27 **"Spatial development framework"** refers to a provincial spatial development framework, a provincial regional spatial development framework, or a municipal spatial development framework or municipal local spatial development framework;

2.28 **"SPLUMA"** means the Spatial Planning and Land Use Management Act (Act 16 of 2013) for RSA;

2.29 **"Storm water system"** means constructed and natural facilities, including pipes, culverts and water courses, used or required for the management, collection, conveyance, temporary storage, use or disposal of storm water;

2.30 **"Systems Act"** means the Local Government: Municipal Systems Act, 2000 (Act 32 of 2000).

2.31 **"Zoning"** means the base zoning and overlay zoning in terms of the Zoning Scheme of the Municipality;

2.32 **"Zoning scheme of the Municipality"** means Hessequa Integrated Zoning Scheme By Law, 2018, to regulate and control municipal zoning.

3 LEGAL FRAMEWORK

3.1 The LUPO (1985) empowered local authorities when approving applications under the ordinance, to impose conditions relating, amongst other things, to the payment of money in respect of engineering services.

3.2 Section 48 of the LUPA (2014) empowers municipalities to require a Development Charge. The Municipality Development Charges policy (this document) needs to align with the regulations set out in the Act.

3.3 The Hessequa Planning By-Law was developed in line with the new legislative framework under LUPA and in conjunction with SPLUMA, which regulates aspects of land and building development management, including the provision of engineering services for land development and the raising of Development Charges.

The Hessequa Planning By-Law supplements the Hessequa Zoning Scheme Regulations.

3.4 **Section 82: Responsibility for provision of engineering services** of the Hessequa Planning By-Law states inter alia that –

"(1) *An applicant is responsible for the provision, installation and costs of internal engineering services required for a development once an application is approved.*

(2) *The Municipality is responsible for the provision and installation of external engineering services.*

(3) *If the Municipality is not the provider of an engineering service, the applicant must satisfy the Municipality that adequate arrangements have been made with the relevant service provider for the provision of that service.*

(4) The Municipality may enter into a written agreement with an applicant to provide that—

(a) the applicant is responsible for the provision, installation and costs of external engineering service instead of paying the applicable development charges; or

(b) the applicant is responsible for the provision, installation and costs of external engineering service and that the fair and reasonable costs of the external engineering service may be set off against the development charges payable by the applicant."

3.5 **Section 83: Development charges** of the Hessequa Planning By-Law states that-

(1) The applicant must pay development charges to the Municipality in respect of the provision and installation of external engineering services.
(2) These external engineering services for which development charges are payable must be set out in a policy adopted and annually reviewed by the Municipality.
(3) The amount of the development charges payable by an applicant must be calculated in accordance with the policy adopted by the Municipality.
(4) The date by which development charges must be paid and the means of payment must be specified in the conditions of approval.
(5) The development charges imposed are subject to escalation at the rate calculated in accordance with the policy on development charges.
(6) The Municipality must annually submit a report to the Council on the development charges paid to the Municipality, together with a statement of the expenditure of the amount and the purpose of the expenditure.

The Municipality at present has an Electricity Supply Development Charge Policy (approved by Council 2018) in place, hence the electrical bulk service is excluded from this policy.

4 COMPONENTS OF DEVELOPMENT CHARGES DEFINED

4.1 External engineering services include bulk- and link engineering services. The Development Charge includes both, but different rules apply to them. Developers are required to pay a Development Charge consisting of both of these components:

a) a pro rata share of the cost of bulk engineering services to the development; and
b) the full costs of any link engineering services required for the development.

4.2 Unless bulk engineering services are provided by the developer in lieu of Development Charges, the developer shall be responsible for both of the above.

4.3 Only the provision of infrastructure for which the municipality is responsible is covered by the Development Charge. The cost of required Provincial and national infrastructure is therefore not covered by the Development Charge. These costs may have to be paid

by the developer, but the process will be managed by the authority in charge of providing the specific service. For example: Provincial Government Western Cape or Provincial Roads.

4.4 Excluded from the Development Charge is the provision and installation of internal engineering services, which is the responsibility of the developer.

4.5 Link external engineering services may be vital to link the proposed development's internal engineering services to external engineering services to keep up functionality of the overall network where development takes place ahead of planned infrastructure provision, or where development takes place outside the specific master planning area.

4.6 In terms of section 49 of the SPLUMA (2013), the Municipality is responsible to provide all bulk engineering services. However, the responsibility on the Municipality to provide external engineering services is not unqualified. The Municipality is not obliged to provide infrastructure where it is not in line with the relevant master plans and capital budgets.

4.7 In order to maintain the functionality of the Municipality's engineering service network according to master planning, the Municipality may require that the developer install services with greater capacity than required for the specific development. The cost of the additional link engineering services capacity can then be set off against the developer's overall Development Charge.

5 LAND DEVELOPMENT CHANGES THAT GIVE RISE TO DEVELOPMENT CHARGES

Changes in land use normally associated with subdivisions and rezoning give rise to a Development Charge where there is intensified utilisation of the land and resultant increase in loading on the infrastructure. The current infrastructure was designed and implemented for the primary (as of) rights and secondary (additional) land use rights were not accommodated in the infrastructure design.

Therefore, where the Municipality must approve a development application in terms of the relevant land use or planning legislation and where such use other than the primary use, results in an additional infra-structure demand, this additional demand must be catered for in the future provision of infrastructure.

Development Charges will be imposed on all land use intensification that will or potentially may result in an additional demand on the infrastructure that were not accommodated for in the initial provision of the services. The costs will be determined by the Departement of Engineering services.

Development Charges will be applicable to the following application types:

5.1 Rezoning applications:

(a) Rezoning to sub divisional area applications which enable rezoning together with subdivision of the land;

(b) Rezoning of land from one zone to another in order to change the allowable land uses;

(c) Rezoning from one subzone to another in order to increase the allowable floor space.

5.2 Subdivision applications where the number of dwelling units/erven increases because of the subdivision, or where the subdivision application causes the increase of floor space or GLA. A 10% increase or decrease in erf size when subdivided will be taken into consideration when determining the development charge.

5.3 Departure applications:

(a) Applications to increase the allowable Floor Space, GLA, number of occupants or rooms;

(b) Applications to increase allowable Coverage;

(c) Applications to depart from parking requirements.

5.4 Consent use applications (in terms of the Zoning Scheme) where the change in land use is deemed by the Municipality to result in additional use of infrastructure when additional dwelling units are approved on single residential erven. Additional residential units can be erected without a land use application (only building plan needed to be submitted) if the building are smaller than 40m² no development charge will be applicable , if larger than 40m² but less than 60m² the development charge will be half of the costs as indicated in the tariff book , if more than 60m² the full amount, as stipulated in the tariffs book (4.5.1-10). In both the latter two cases, a land use application must be submitted.

5.5 Any application for the revision of conditions of a previous approval where the condition restricted the land use, Floor Space, GLA or Coverage.

Development Charges will not apply where development applications will have no significant impact on external engineering services:

5.6 Rezoning applications from one zone to another with a similar or lesser impact on all engineering services.

5.7 Subdivision applications which do not result in additional impact on engineering services.

5.8 Permanent departure applications for building lines, height or other similar factors, which do not produce an intensification of land use.

5.9 Temporary departure applications where rights are approved on a temporary basis. These applications may however only be granted if the impact on the infrastructure is

similar or less than the existing use. Should the municipality not have adequate spare capacity available, the temporary departure cannot be approved.

5.10 Consolidation applications not accompanied by rezoning or additional rights applications, which do not produce an intensification of land use.

5.11 Consent use applications if the impact on the infrastructure is similar or less than previous rights applicable to the property, which do not produce an intensification of land use.

5.12 Applications from registered Non-Profit organistations for the erection of schools, creches ,churches and old age homes.

5.13 A self-catering unit can be erected on a single residential stand without a land use application, only through a building plan, up to a maximum of 40m² (including kitchenette and bathroom). No capital contributions are levied for this, and the owner is not separately charged for the self-catering unit.

Development Charges will not apply where development applications are done by or on behalf of National or Provincial Government housing schemes:

5.12 Where the bulk infrastructure capacity required for the additional services generated, is funded by the relevant authority.

6 DETERMINATION OF APPLICABLE DEVELOPMENT CHARGES

6.1 The key principles which forms the basis of Development Charges in South Africa are:

(a) Equity.
Everyone should pay their fair share on the same basis and according to the same rules. The same land uses should be treated the same. Exceptions should be avoided, but subsidies to ensure universal access to basic services should be supported.

(b) Fairness.
The "benefit principle" of public finance is that only those who benefit from a product or service should pay for it, and in proportion to the value, they derive from it. Existing residents should not benefit from new development at the cost of a developer, and a developer or new residents should not unduly benefit at the cost of the existing resident.

(c) Reasonableness

A rational connection between the charge, the cost of bulk services and the relative impact of a development on that bulk services. Charges should be calculated based on the estimated cost of infrastructure to support growth, apportioned to each unit of growth relative to the benefit that each derives. The Municipality need to demonstrate that the proposed Development Charge tariffs are informed by appropriate available evidence. The charges must recover the infrastructure costs incurred or to be incurred due to additional land development and are thus a form of cost recovery rather than taxation.

(d) Predictability

Development charges should be a predictable, legally certain and reliable source of revenue to the municipality for providing external engineering services, as well as a predictable cost to developers. The method in which the DC is calculated should be clear and transparent, such that developers should be able to, within an acceptable degree of accuracy, predict the value of a Development Charge for any proposed development. Properties that are zoned as Single Residential Zone III normally contain RDP houses and self-help dwellings resulting from housing schemes in the past. These dwellings are mostly occupied by indigent households and should an reduced rate on development charges or no rate imply.

6.2 A development application which will impact on spare capacity of present engineering services or require additional engineering services, must contribute to the future development cost of new infrastructure through a development charge.

6.3 The Municipality consists of a number of towns, each with a different number of users and its own rate of growth and demand for new development applications. Each town has its unique layout of bulk engineering services with varying spare capacities available. The rate at which existing spare capacities in engineering services will become fully utilised and the associated timeframes required to upgrade capacities and to provide new engineering services, therefore differs in each town.

6.4 The unit costs applicable to develop new engineering services for water, sewerage, solid waste, storm water and roads will however be similar when this is derived from a common unit cost basis. The basis to be applied is the present-day capital cost of engineering services required for a hypothetical "town of 2000 erven". Engineering services are sized and costs estimated and the unit costs per erf for each new erf determined. This methodology is further detailed in Section 8.

7 ADMINISTRATIVE PROCESSES

In order to implement this policy, the following procedures will apply:

7.1 Application Procedure

(a) Land development applications must be submitted to the relevant departments of the Municipality for approval.
(b) A Department may impose conditions relating to the development and, conditions relating to Development Charges. This must include conditions relating to the time within which payment must be made.
(c) If a developer wishes to obtain additional development rights in the future over the rights already approved, a new application will be necessary in terms of the relevant planning legislation and the Development Charges must be recalculated.
(d) The final Development Charges must form part of the conditions to be approved and must be reflected in the calculation.
(e) The final approval of the conditions will be binding in terms of the relevant land use or planning legislation. Section 51 of SPLUMA makes provision for appeals against the decisions of a municipality in relation to Development Charges which should be referred to the Municipal Manager.

7.2. Payment of Development Charge

(a) The conditions which must be included with a land development application must set out the payment requirements and must specifically indicate:

i. the total to be paid and include provisions for escalation over time; and
ii. the date when the Development Charge is payable and in the case of phased developments, may include more than one payment date.

(b) Payment shall be made as follows, unless the conditions of approval Indicate otherwise:
i. prior to the issuing of a subdivision clearance certificate which would allow the transfer of the first unit.
ii. prior to approval of building plans in the case of an application with no subdivision required.
iii. prior to commencement of any activity on site in accordance with the application where no subdivision or building plans approval is required.

(c) Where a developer has not conformed with his/her Development Charge liability, the Municipality may deny any approval in terms of planning or building control legislation.

(d) Where the development involves subdivision of land, no transfer of a certificate of registered title may be concluded of any portion of land until the Development Charge has been paid.

(e) The Municipality must withhold the certificate of occupation until the Development Charge has been paid.

(f) If a developer continues with exercising his or her rights without the paying of Development Charges in agreement with the conditions of approval, no transfer

of that erf, or registration of a certificate of registered title, may be processed or approved until the Development Charge has been paid.

(g) The Municipality must impose a condition that confirms that the land use becomes unlawful in the case of non-payment of the required Development Charge, enabling the Municipality to invoke its enforcement measures with regards to unlawful land use.

(h) The Municipality may approve a development in phases in more complex projects which will allow the developer to pay Development Charges at the beginning of each approved phase.

(i) The Municipality may agree to a postponed payment of a Development Charge where external engineering services are provided in lieu of Development Charges by the developer. A Services Agreement between the Municipality and the developer should be signed and a written guarantee from a registered financial services provider should be provided by the developer to cover any risk to the Municipality.

7.3 Infrastructure in lieu of Development Charge

In agreement with the Municipality, a developer may install bulk engineering services in lieu of Development Charges. The Municipality may deduct the cost of the bulk infrastructure to be installed from the Development Charges for that specific development, provided that:

(a) a written Services Agreement is entered into between the developer and the Municipality. The Services Agreement must specify the infrastructure to be provided in lieu of Development Charges and the standards to which the infrastructure is to be built. It should further specify the cost of the infrastructure and the assets to be transferred to the Municipality;

(b) the developer and the Municipality sign the Services Agreement prior to commencement of the works to be provided in lieu of Development Charges;

(c) the implementation programme and expected transfer date is documented;

(d) in terms of local government legislation, the Municipality may not issue any clearance otherwise outstanding to the developer or approve a building plan in relation to the particular development prior to the fulfilment of the commitment and provision of a guarantee;

(e) procurement of a service provider/s by a developer to build and install the infrastructure specified in the Services Agreement shall comply to the following:

i. The process followed by the developer for calling for bids from infrastructure providers must be fair and competitive. The developer should appoint the bidder offering the most cost-effective bid;
ii. the Municipality reserves the right to participate as an observer in the bidding process in order to ensure that it is fair and a sensible selection is made;
iii. the developer shall keep accurate records of payment to verify final payment certificates.
iv. the Municipality may have access to all applicable records relating to the construction process;

(f) The final value of the assets transferred must be checked in correlation with the original Development Charges and any balance due by the developer must be paid in full.

8 METHODOLOGY TO CALCULATE UNIT COSTS FOR DEVELOPMENT CHARGES

The municipal Development Charge is calculated to determine as closely as practical the pro rata share of the actual, capital costs of related municipal infrastructure needed to service a particular development. The determination of costs is based on estimated unit costs for each service, which are based on the following principles and calculated in the following manner:

8.1 When a development application is approved, the spare capacity in each engineering service in each town will be utilised and where no spare capacity is available, increased or additional infrastructure will be required. To determine the development charge per service is cumbersome and not accurate in many ways.

The spare capacities to be utilised by a new development, have been created by infrastructure development paid for by present rate payers and/or subsidies received. The principle to be followed, is that once spare capacity has been utilised, new or additional capacity must be created to accommodate future developments. Hence it is fair and reasonable that a new development application which will make partly or fully use of such spare capacities, shall pay proportionally towards the creation of the new future engineering services, based on present day costs.

8.2 The bulk engineering services (water, sewerage, solid waste, storm water and roads) required to service a hypothetical "new town of 2000 erven", will be quantified and costs calculated from present day construction costs making use of tender prices for infrastructure in recent time. These costs will include land acquisition costs, environmental and design costs, supervision and construction costs. The "2000" erven may seem to be excessive for smaller towns, but these towns will benefit from the larger scale of costs used for determination of the unit costs for development applications. The total bulk engineering services cost for each service, will be the cost to be used for the

calculation of proportional development charges by application of the following formula:

$$W = K\,(n/t)$$

Where: W = the development contribution payable by the developer for that particular type of bulk service;

K = the current (2023) cost of the particular type of bulk service for a hypothetical town of 2000 erven;

n = the total number of units of consumption, flow or usage regarding the new development and with respect to that particular type of engineering service (e.g. kl/day, trips/day, etc.)

t = the total number of potential units of consumption, flow or usage that need to be provided for that particular type of bulk service for a town of 2000 erven.

For clarification, assume that:

- The total capital cost for a "town" of 2000 erven, for bulk potable water, has a current cost R 20 million;
- The bulk water system required for that "town" has a total water supply capacity of 1,800 Kl/d;
- The estimated water demand by the proposed development (mixed uses taken into account) is 340 Kl/d;

The development charge for the bulk water service is then calculated as follows:

W = R20,000,000 (340 / 1,800) = R 3,777,778.

8.3 The demand from this future development on each of the bulk engineering services is calculated using average unit demands for each land use category, based on demand factors from the

(i) Guidelines for Human Settlement Planning and Design (CSIR and Construction Technology, 2000),

(ii) SANS 10252-1:2016 – Water Supply and Drainage for Buildings Part 1:

(iii) the South African Road Trip Generation Manual (Department of Transport, 1995)

TMH 17 South African Trip Data Manual Version 1.01 2013

(iv) and professional engineering experience.

8.4 In order to calculate the cost of bulk services, the following thresholds are applicable:

(i) Roads: Municipal Class 4b and higher as classified in the South African Road Classification and Access Management (TCAM) document;

(ii) Sewerage system: Sewerage works, main pump station and rising main, main sewers of 160mm diameter and larger;

(iii) Water supply: Water treatment works, reservoir, pump station, main feeder main 160mm diameter or larger;

(iv) Storm water system: Outfall culverts and canal, storm water detention pond and pipes of 600mm diameter and larger;

(v) Solid waste: Landfill sites, transfer stations and refuse truck(s).

8.5 Notwithstanding 8.2, the unit cost for a specific development application, may be calculated by the Director: Technical Services for Council approval (for example –

i. where a development application falls outside the approved urban edge, which may incur additional infrastructure costs;

ii. where government subsidies does not fully pay for a GAP housing project)

9 CALCULATION OF STANDARD UNIT IMPACTS FOR LAND USES

The standard amount/unit impact for each of the defined land uses needs to be determined. These units need to have a rational basis in order to be justifiable. This information is published in this Development Charges policy to be readily available to developers. Unit impacts should not vary in space for any one land use, i.e. the same unit impact per service, per land use, will apply across the entire municipal area.

The measurement units to be used per engineering service are provided in **Table __** below.

Engineering Service	Factor(s)	Measure	Measurement Unit of impact
Roads	Additional municipal road capacity required	Vehicle trip generation per day	Vehicle trips/day
Sewage	Additional sewage treatment and transfer capacity required	Average Annual Dry Weather Flow	kL/day
Solid waste	Landfill airspace required and transfer station/truck capacity	Solid Waste Generation Rate	Removal per week
Storm water	Overall volume and peak flow rate of surface	Run-off coefficient	C factor
		Overall area of development	Ha

Water	Additional water demand required	Average Annual Daily Demand	kL/day

10 APROPRIATION OF DEVELOPMENT CHARGE FUNDS

10.1 A dedicated, separate fund for the water, sewerage, solid waste, roads and storm water services infrastructure shall be established for the purpose of providing new infrastructure to accommodate land use change. Such fund should provide for fast-tracking and roll-out of infrastructure where proposed developments comply with the Municipa0lity's objectives.

10.2 All development charges income shall be dedicated to the provision of new service infrastructure to accommodate land use change, but shall not necessarily be applied for the provision of such infrastructure in relation to the land development against which the charge was raised.

9.8 WAR-ON-LEAK PROGRAM: HESSEQUA MUNICIPAL AREA

File number / Verwysingsnommer: 16/1/R

Meeting date / Vergadering datum: 25 February 2026

Report by / Verslag deur: Director: Technical Services – Mr. R. Manho

STRATEGIC PURPOSE / STRATEGIESE REDE

Efficient and cost-effective delivery service to the public of Hessequa.

PURPOSE OF REPORT / DOEL VAN VERSLAG

To seek Council approval for a targeted, once-off intervention program aimed at repairing existing water infrastructure failures (what is broken) to reduce water losses and improve service delivery.

BACKGROUND AND DISCUSSION / AGTERGROND EN BESPREKING

The municipality continues to face significant water losses due to leaks in aging infrastructure. Current maintenance efforts are reactive and stretched thin, leading to prolonged outages and wastage. A Once-off, focused repair campaign will address the backlog of known leaks and broken infrastructure, creating a foundation for sustainable maintenance going forward.

The Scope of the programme will include the following:

- Scope: Identify and repair all reported and visible leaks across municipal water networks, prioritizing high-loss areas.
- Resources: Appointment of temporary workers to implement the programme across the Hessequa Municipal area.
- Once-off repair and replacement of leaks and infrastructure on private properties in the Hessequa Municipal area. No charges to the residents during the rollout of the programme.

The main goal of the programme is to focus on significant reduction in water losses, improved reliability of supply, and reduced long-term maintenance costs. The programme will also show reduction in non-revenue water, improved service delivery and community satisfaction and cost savings through reduced water losses.

The item served at the **Technical Services Portfolio Committee** meeting held on **13 February 2026** and the following were recommended:

"1. That the Committee take note of the War-on-Leak Programme for the Hessequa Municipal area.

2. That funding be allocated to repair and replace any faulty meters or leakages once-off to address the water losses on both private and municipal properties in the Hessequa Municipal area.

3. That the item be referred to Council for final consideration."

EXECUTIVE MAYORAL COMMITTEE

The item will serve at the **Executive Mayoral Committee** on **25 February 2026** and feedback will be provided in the **Council Meeting**.

COMMENTS: MUNICIPAL MANAGER / KOMMENTAAR: MUNISIPALE BESTUURDER

Noted

COMMENTS: DIRECTOR CORPORATE MANAGEMENT / KOMMENTAAR: DIREKTEUR KORPORATIEWE BESTUUR

Noted

COMMENTS: DIRECTOR FINANCIAL SERVICES / KOMMENTAAR: DIREKTEUR FINANSIËLE DIENSTE

The content of the report is noted and the recommendations are supported. The existing budget should be utilised with permission from Council and possible savings be reprioritised if necessary or available in Adjustments Budget process.

COMMENTS: DIRECTOR DEVELOPMENT PLANNING / KOMMENTAAR: DIREKTEUR ONTWIKKELINGSBEPLANNING

COMMENTS: DIRECTOR TECHNICAL SERVICES / KOMMENTAAR: DIREKTEUR TEGNIESE DIENSTE

The content of the report is noted.

COMMENTS: DIRECTOR COMMUNITY SERVICES / KOMMENTAAR: DIREKTEUR GEMEENSKAPSDIENSTE

COMMENTS: MANAGER LEGAL SERVICES / KOMMENTAAR: BESTUURDER REGSDIENSTE

The content of the report is noted.

COMMENTS: OTHER / KOMMENTAAR: ANDER

RECOMMENDATION / AANBEVELING

1. That Council approve the War-on-Leak Programme for the Hessequa Municipal area.
2. That funding be allocated to repair and replace any faulty meters or leakages once-off to address the water losses on both private and municipal properties in the Hessequa Municipal area.

AGENDA ITEM APPROVED BY / AGENDA ITEM GOEDGEKEUR DEUR:

Director: Technical Services – Mr. R. Manho

ATTACHMENTS / STAWENDE DOKUMENT

No

9.9 AANPASSING VAN WATERBEPERKINGS VIR HEIDELBERG, WITSAND EN SLANGRIVIER

File number / Verwysingsnommer: 16/1/6/9

Meeting date / Vergadering datum: 25 Februarie 2026

Report by / Verslag deur: Direkteur: Tegniese Dienste – Mnr. RW Manho

PURPOSE OF REPORT / DOEL VAN VERSLAG

Om die Raad te versoek om die raadsbesluit van 23 Januarie 2026 rondom die aanpassing vanaf Vlak 4 waterbeperkings in Heidelberg, Witsand en Slangrivier na Vlak 3 waterbeperkings aan te pas.

BACKGROUND AND DISCUSSION / AGTERGROND EN BESPREKING

Weens die goeie reënval wat die afgelope tyd plaasgevind het in die Hessequa munisipale area, word aanbeveel dat die waterbeperkings maatreëls aangepas word.

Sien die voorgestelde nuwe waterbeperking maatreëls vir die dorpe soos hieronder uiteengesit:

1. VLAK 3 Waterbeperkings: Heidelberg, Witsand en Slangrivier

1.1 Tuine mag net een keer per week tussen 18h00 en 19h00 natgemaak word waarvan die ewe huisnommers op Dinsdae en die onewe huisnommers op Donderdae natgemaak mag word. Hierdie bepaling vervang alle vorige vergunnings vir die natmaak op ander tye.

1.2 Tuinslange onder toesig, emmers, gieters en outomatiese besproeiingstelsels vir die natmaak van tuine, mag gebruik word op voorwaarde dat dit binne die toegelate tydgleuf gebeur.

1.3 Indien ander bronne soos reënwatertenke of boorgate gebruik word, moet dit op ‘n sigbare wyse aangedui word.

1.4 Ouetehuise, kwekerye en karwas besighede word uitgesluit van hierdie beperking.

1.5 Die lewering van munisipale dienste, wat sportfasiliteite en munisipale bates insluit, is uitgesluit by bogenoemde beperkings en sal op ad-hoc basis bestuur word deur Administrasie.

1.6 Hierdie vervang vorige beperkings en is geldig vir Heidelberg, Witsand en Slangrivier.

1.7 Die situasie in bogenoemde dorpe sal gemonitor word en strenger beperkings sal ingestel word indien die toestand van waterbronne verswak.

Die item dien by die **Uitvoerende Burgemeesterskomitee** vergadering van **25 Februarie 2026** en terugvoer sal tydens die Raadsvergadering gegee word.

COMMENTS: MUNICIPAL MANAGER / KOMMENTAAR: MUNISIPALE BESTUURDER

Die aanbevelings word ondersteun.

COMMENTS: DIRECTOR CORPORATE MANAGEMENT / KOMMENTAAR: DIREKTEUR KORPORATIEWE BESTUUR

Die aanbevelings word ondersteun.

COMMENTS: DIRECTOR FINANCIAL SERVICES / KOMMENTAAR: DIREKTEUR FINANSIËLE DIENSTE

COMMENTS: DIRECTOR DEVELOPMENT PLANNING / KOMMENTAAR: DIREKTEUR ONTWIKKELINGSBEPLANNING

COMMENTS: DIRECTOR TECHNICAL SERVICES / KOMMENTAAR: DIREKTEUR TEGNIESE DIENSTE

COMMENTS: DIRECTOR COMMUNITY SERVICES / KOMMENTAAR: DIREKTEUR GEMEENSKAPSDIENSTE

COMMENTS: MANAGER LEGAL SERVICES / KOMMENTAAR: BESTUURDER REGSDIENSTE

COMMENTS: MANAGER STRATEGIC SERVICES / KOMMENTAAR: BESTUURDER STRATEGIESE DIENSTE

COMMENTS: OTHER / KOMMENTAAR: ANDER

RECOMMENDATION / AANBEVELING

1. Dat die Raad die instel van die aangepaste waterbeperkings vir Heidelberg, Witsand en Slangrivier area, goedkeur:

    1. **VLAK 3 Water Beperkings: Heidelberg, Witsand en Slangrivier**

    1.1 Tuine mag net een keer per week tussen 18h00 en 19h00 natgemaak word waarvan die ewe huisnommers op Dinsdae en die onewe huisnommers op Donderdae natgemaak mag word. Hierdie bepaling vervang alle vorige vergunnings vir die natmaak op ander tye.

    1.2 Tuinslange onder toesig, emmers, gieters en outomatiese besproeiingstelsels vir die natmaak van tuine, mag gebruik word op voorwaarde dat dit binne die toegelate tydgleuf gebeur.

1.3 Indien ander bronne soos reënwatertenke of boorgate gebruik word, moet dit op ‘n sigbare wyse aangedui word.

1.4 Ouetehuise, kwekerye en karwas besighede word uitgesluit van hierdie beperking.

1.5 Die lewering van munisipale dienste, wat sportfasiliteite en munisipale bates insluit, is uitgesluit by bogenoemde beperkings en sal op ad-hoc basis bestuur word deur Administrasie.

1.6 Hierdie vervang vorige beperkings en is geldig vir Heidelberg, Witsand en Slangrivier.

1.7 Die situasie in bogenoemde dorpe sal gemonitor word en strenger beperkings sal ingestel word indien die toestand van waterbronne versleg.

AGENDA ITEM APPROVED BY / AGENDA ITEM GOEDGEKEUR DEUR:

Direkteur: Tegniese Dienste – Mnr. RW Manho

ATTACHMENTS / STAWENDE DOKUMENTE

Nee

9.10 ONDERHOUDSKOSTES VIR DIE BEDRYF VAN DIE WITSAND ONTSOUTINGSAANLEG

File number / Verwysingsnommer: 16/1/6/9

Meeting date / Vergadering datum: 25 Februarie 2026

Report by / Verslag deur: Direkteur: Tegniese Dienste – R Manho

PURPOSE OF REPORT / DOEL VAN VERSLAG

Vir die Raad om kennis te neem van die onderhoudskostes vir die bedryf van die ontsoutingsaanleg te Witsand.

BACKGROUND AND DISCUSSION / AGTERGROND EN BESPREKING

Die Witsand ontsoutingsaanleg is in 2018 deur ‘n Franse maatskappy, Turnkey Water Solutions (TWS), gebou as addisionele waterbron gedurende piektye. Na die verstryking van TWS se dienskontrak, was die dienskontrak nie hernu nie as gevolg van die koste effektiwiteit van die dienskontrak. Na vele onsuksesvolle pogings aan TWS vanaf Hessequa Munisipaliteit (HM) om die sagteware van die Ontsoutingsaanleg se programmering te verkry, het HM gedurende die 2024/25 finansiële jaar ‘n ander diensverskaffer, naamlik SALTECH (Pty) Ltd genader om die aanleg te herprogrammeer. Die herprogrammering van die aanleg het HM se tegniese personeel toegang gegee om elektronies die aanleg te monitor en onmiddellik op alarms te reageer.

Onderstaande tabel is ‘n aanduiding van al die onderhoudskostes op die Ontsoutingsaanleg gedurende die 2024/25 en 2025/26 finansiële jare tot dusver en die totale water wat deur die ontsoutingsaanleg gesuiwer was:

Finansiële Jaar	**2024/25**	**2025/26 (Jul-Des)**	**Totaal**
Onderhoudskostes	R 2 868 205.92	R 602 370.00	**R 3 470 575,92**
Arbeid (Siviel)	R 62 936.47	R 29 151.03	**R 102 870.44**
Elektrisiteit	R 220 040.30	R 174 662.27	**R 394 702.57**
Totale Gesuiwerde Water (kl)	4 971.00	9 053.10	**14 024.10**
Rand/Kiloliter			**R 282.951 / kl**

Die item dien by die **Uitvoerende Burgemeesterskomitee** vergadering van **25 Februarie 2026** en terugvoer sal tydens die Raadsvergadering gegee word.

COMMENTS: MUNICIPAL MANAGER / KOMMENTAAR: MUNISIPALE BESTUURDER

Kennis geneem.

COMMENTS: DIRECTOR CORPORATE MANAGEMENT / KOMMENTAAR: DIREKTEUR KORPORATIEWE BESTUUR

Kennis geneem.

COMMENTS: DIRECTOR FINANCIAL SERVICES / KOMMENTAAR: DIREKTEUR FINANSIËLE DIENSTE

COMMENTS: DIRECTOR DEVELOPMENT PLANNING / KOMMENTAAR: DIREKTEUR ONTWIKKELINGSBEPLANNING

COMMENTS: DIRECTOR TECHNICAL SERVICES / KOMMENTAAR: DIREKTEUR TEGNIESE DIENSTE

COMMENTS: DIRECTOR COMMUNITY SERVICES / KOMMENTAAR: DIREKTEUR GEMEENSKAPSDIENSTE

COMMENTS: MANAGER LEGAL SERVICES / KOMMENTAAR: BESTUURDER REGSDIENSTE

COMMENTS: MANAGER STRATEGIC SERVICES / KOMMENTAAR: BESTUURDER STRATEGIESE DIENSTE

COMMENTS: OTHER / KOMMENTAAR: ANDER

RECOMMENDATION / AANBEVELING

1. Dat die Raad kennis neem van die onderhoudskostes vir die bedryf van die Witsand Ontsoutingsaanleg.
2. Dat die Raad kennis neem van die koste waarteen water gesuiwer word deur die Witsand Ontsoutingsaanleg.

AGENDA ITEM APPROVED BY / AGENDA ITEM GOEDGEKEUR DEUR:

Direkteur: Tegniese Dienste – Mnr R Manho

ATTACHMENTS / STAWENDE DOKUMENTE

Ja, opsomming van alle onderhoudsuitgawes.

Maintenance Costs on Desalination Plant

This report will display the Maintenance costs on the Desalination Plant since April 2024

Requisition Reference	Date	Product/ Service	R Amount (VAT Incl)
84619	2024-04-04	84619 - TO APPOINT Saltech (Pty) Ltd for the repairs on the Witsand Desalination Plant.	R 1 340 005,88
85349	2024-05-07	85349 - TO REPAIR I-SAVE PUMP SET	R 297 735,00
85591	2024-06-26	85591 - HERSTEL SENSORS BY DIE AANLEG IN WITSAND	R 52 670,00
86861	2024-10-03	86861 - DIENS VAN POMP BY ONTSOUTINGSAANLEG WITSAND	R 66 064,05
87824	2025-01-21	87824 - HERSTEL 3WAY VALVE EN MONITOR SISTEM ONTSOUTINGS AANLEG WITSAND	R 43 858,70
88205	2025-01-15	88205 - VERVANG VAN MEMBRANE BY ONTSOUTINGSAANLEG	R 271 181,50
88640	2025-03-07	88640 - AANKOOP VAN BAG FILTERS VIR ONTSOUTINGSAANLEG WITSAND	R 20 700,00
88413	2025-03-28	88413 - TO REPAIR I-SAFE PUMP WITSAND AANLEG	R 566 046,10
89353	2025-06-05	89353 - TO PROGRAMME AND INSTALL NEW PLC CONTROLLER BY ONTSOUTINGSAANLEG WITSAND	R 175 785,55
89723	2025-06-19	89723 - Herstel van die i-Save pomp en chemikalië vir die ontsoutingsaanleg.	R 34 159,14
91042	2025-10-09	91042 - AANKOOP VAN FILTER EN DRUK SENSORS	R 29 440,00
91403	2025-10-22	91403 - AANKOOP VAN FILTER BAGS	R 28 980,00
91290	2025-10-23	91290 - CIP CHEMICAL WASH OUTSOUTINGSAANLEG WTSAND	R 18 400,00
91815	2025-12-10	FILTRATION SYSTEM UPGRADE	R 226 550,00
91816	2025-12-10	91816 - REPAIR HIGH PRESSURE PUMP	R 299 000,00
		TOTAL COSTS	**R 3 470 575,92**

9.11 DIENSTE OOREENKOMS: HEUNINGKLOOF NYWERHEIDSGEBIED – FASE 3 – STILBAAI, ERF 1504 STILBAAI-OOS (MELKHOUTFONTEIN)

File number / Verwysingsnommer: 9/1/3

Meeting date / Vergadering datum: 25 Februarie 2026

Report by / Verslag deur: Direkteur: Tegniese Dienste – Mnr. R. Manho

PURPOSE OF REPORT / DOEL VAN VERSLAG

Dat die Raad die voorgestelde dienste ooreenkoms vir Heuningkloof Nywerheidsgebied te Stilbaai-Oos goedkeur.

BACKGROUND AND DISCUSSION / AGTERGROND EN BESPREKING

As deel van die goedkeurings voorwaardes vir die voorgestelde ontwikkeling Heuningkloof Nywerheidsgebied Fase 3 was daar ‘n voorwaarde dat ‘n dienste ooreenkoms gesluit moet word tussen die ontwikkelaar en die munisipaliteit.

Die volledige dienste ooreenkoms wat die verantwoordelikhede van beide partye uiteensit word as ‘n aanhangsel aangeheg.

UITVOERENDE BURGEMEESTERSKOMITEE

Die item dien by die **Uitvoerende Burgemeesterskomitee** vergadering van **25 Februarie 2026** en terugvoer sal tydens die Raadsvergadering gegee word.

COMMENTS: MUNICIPAL MANAGER / KOMMENTAAR: MUNISIPALE BESTUURDER

Die aanbeveling word ondersteun.

COMMENTS: DIRECTOR CORPORATE MANAGEMENT / KOMMENTAAR: DIREKTEUR KORPORATIEWE BESTUUR

Kennis geneem met beklemtoning van Ontwikkelingsbeplanning se kommentaar.

COMMENTS: DIRECTOR FINANCIAL SERVICES / KOMMENTAAR: DIREKTEUR FINANSIËLE DIENSTE

Daar word kennis geneem van die verslag en die aanbeveling word ondersteun.

COMMENTS: DIRECTOR DEVELOPMENT PLANNING / KOMMENTAAR: DIREKTEUR ONTWIKKELINGSBEPLANNING

Alhoewel die Dienste ooreenkoms in beginsel aanvaar word, is verskeie wysigings aan die Ooreenkoms voorgestel deur Direkteur Ontwikkelingsbeplanning en so aan Tegniese Dienste voorsien.

COMMENTS: DIRECTOR TECHNICAL SERVICES / KOMMENTAAR: DIREKTEUR TEGNIESE DIENSTE

COMMENTS: DIRECTOR COMMUNITY SERVICES / KOMMENTAAR: DIREKTEUR GEMEENSKAPSDIENSTE

COMMENTS: MANAGER LEGAL SERVICES / KOMMENTAAR: BESTUURDER REGSDIENSTE

Die aanbeveling word ondersteun.

COMMENTS: MANAGER STRATEGIC SERVICES / KOMMENTAAR: BESTUURDER STRATEGIESE DIENSTE

COMMENTS: OTHER / KOMMENTAAR: ANDER

RECOMMENDATION / AANBEVELING

Dat die Raad die voorgestelde dienste ooreenkoms vir Heuningkloof Nywerheidsgebied, Stilbaai-Oos (Melkhoutfontein) goedkeur.

AGENDA ITEM APPROVED BY / AGENDA ITEM GOEDGEKEUR DEUR:

Direkteur Tegniese Dienste: R Manho

ATTACHMENTS / STAWENDE DOKUMENTE

Voorgestelde dienste ooreenkoms

HESSEQUA MUNISIPALITEIT

Ooreenkoms aangegaan vir die voorsiening van Siviele Dienste en uitklaring van erwe

HEUNINGKLOOF NYWERHEIDSGEBIED – FASE 3 - STILBAAI

ERF 1504 STILBAAI OOS

FEBRUARIE 2026

OOREENKOMS AANGEGAAN VIR DIE INSTALLERING VAN SIVIELE DIENSTE

BESKRYWING VAN EIENDOM :
ERF 1504 STILBAAI OOS

NAAM VAN DORPSGEBIED/ONTWIKKELING
HEUNINGKLOOF NYWERHEIDSGEBIED - FASE 3

NAAM VAN DORPSTIGTER

ALPHAPLAN ONTWIKKELINGS BK NR 2006/148573/23
HIERIN VERTEENWOORDIG DEUR

JAN HENDRIK VELDSMAN
IN SY HOEDANIGHEID AS DIREKTEUR
(hierna genoem die "Ontwikkelaar")

OOREENKOMS AANGEGAAN TUSSEN;

DIE DORPSTIGTER (Soos hierbo vermeld)

en

DIE HESSEQUA MUNISIPALITEIT, hierin verteenwoordig deur

.....

hierna genoem die "Munisipaliteit"

- Waar die Munisipaliteit op 3 Oktober 2025 goedkeuring verleen het vir die Onderverdeling van 'n bestaande Nywerheidsone I erf, Erf 1504 Stilbaai Oos, ten einde 33 Nywerheidsone 1 erwe daarop te vestig .

- Waar in opvolging van bogenoemde goedkeuring 'n onderverdelingsplan deur Landmeter, T. Visagie in die proses van indiening by die Kantoor van die Landmeter Generaal is en waarvolgens erf. 1504 onderverdeel word in drie en dertig afsonderlike Nywerheidsone I erwe en Vervoersone II (Openbare pad).
  ´n Afskrif van die goedgekeurde Onderverdelingsplan word by hierdie ooreenkoms aangeheg.

- Waar in terme van die goedkeuringsvoorwaardes die ontwikkelaar verantwoordelik is vir die voorsiening en installering van siviele dienste aan die erwe volgens die voorskrifte van die Munisipaliteit.

DERHALWE

- Ten einde te voldoen aan die voorwaardes soos deur die Munisipaliteit bepaal, met die goedkeuring van 3 Oktober 2025, kom die partye as volg ooreen.

1 SIVIELE DIENSTE

Die ontwikkelaar sal binne 90 dae vanaf datum van ondertekening van hierdie ooreenkoms 'n volledige ingenieursdienste plan deur 'n gekwalifiseerde, raadgewende ingenieur laat opstel vir indiening by die munisipaliteit vir oorweging en goedkeuring daarvan. In die plan sal die ontwerp en konstruksie van die siviele dienste, op die basis soos hieronder vermeld, aangespreek word:

1.1 STRATE EN STORMWATER

1.1.1 STRATE sal ontwerp word om behoorlik geplaveide toegang te verleen tot al die voorgestelde drie en dertig erwe. Strate sal op dieselfde basis gedoen word as die bestaande toegangstrate in Heuningkloof en sal van oorrybare randstene, aan beide kante, voorsien word. Die Ontwikkelaar plaas op rekord dat hy van voomeme is om die strate te plavei met interskakelende swaardiens beton plaveistene ooreenkomstig die bestaande strate in Heuningkloof fase 2.

1.1.2 STORMWATER sal ontwerp word om bo-gronds hanteer te word met opvangputte waar nodig om die water weg te lei. Die vloedwaterdreineringstelsel sal so ontwerp word dat vloedwater deur die strate en randstene opgevang sal word en dat die verdere vloei daarvan sal aansluit by die bestaande stormwaterpype en die natuurlike stormwaterroetes in die dorpsgebied. Die stormwater ontwerp moet verseker dat geen stormwater afgevoer word na Afdelingspad 1528 en die residensiële ontwikkeling ten suide van die pad nie. Stormwater moet aansluit by die onmiddelike natuurlike omgewing en moet weggevoer word ten weste van erf 1504 om aan te sluit by die reeds bestaande stormwaterdeurgang onderdeur Hoofpad 332.

1.2 WATER EN BRANDKRANE

'n Volledige waternetwerk sal ontwerp en installeer word. Die groote daarvan moet voldoende water aan al drie en dertig erwe voorsien. Indien die waterdruk in die bestaande netwerk , volgens die Munisipaliteit se oordeel , nie voldoende is nie sal die ontwikkelaar op eie koste n drukpomp by die ingang van die nywerheidsgebied installeer om voldoende waterdruk vir die ontwikkeling te verseker. Die waternetwerk moet verder waar nodig voldoende brandkrane insluit, welke brandkrane met die konstruksie van die network geïnstalleer moet word.

1.3 RIOOL

Daar sal met die verdere ontwikkeling van elke van die drie en dertig onderverdeelde erwe 'n waterdigte riooltenk voorsien word, die ontwerp en groote waarvan sal voldoen aan die vereistes soos neergelê deur die munisipaliteit vir die omvang en tipe van aktiwiteit wat op die erf beoog word. Genoemde riooltenke sal op die koste van die erfeienaar leeggetrek word en by die rioolwerke te Stilbaai gestort word. Die erfeienaar van die erf sal aan die munisipaliteit die tarief soos deur die munisipaliteit bepaal, betaal vir die verwydering en storting van die riool.

2 ELEKTRISITEIT

Daar die dorp nie in die elektrisiteitsverspreidingsgebied van die munisipaliteit val nie sal die ontwikkelaar verantwoordelik wees om 'n aparte ooreenkoms met Eskom te onderhandel vir die uitbreiding van die bestaande elektrisiteitsnetwerk van die Heuningkloof Nywerheidsgebied ten einde elektrisiteit aan die erwe te voorsien. Die ontwerp van die beoogde elektriese netwerk sal ook aan die munisipaliteit voorgelê word.

3 VASTE AFVAL BESTUUR

Vaste afval vanaf die dorpsgebied sal gebruik maak van die vullisverwyderingsdiens soos deur die munisipaliteit voorsien.

4 KAPITAALBYDRAES

Onderhewig aan die bepalings vervat in hierdie ooreenkoms, sal Ontwikkelingsheffings betaalbaar wees deur die Ontwikkelaar in ooreenstemming met die Ontwikkelingsheffingsbeleid.

Indien die Ontwikkelaar verantwoordelik is vir die voorsiening, installering en koste van eksterne ingenieursdienste kan die billikke en redelike koste van die eksterne ingenieursdiens verreken word teen die ontwikkelingskoste wat deur die ontwikkelaar betaalbaar is. Hierdie sal slegs geskied nadat die Munisipaliteit gesertifiseerde fakture vanaf die Ontwikkelaar se raadgewende ingeneur ontvang het met die kostes van die eksterne dienste. Met ontvangs daarvan kan die Munisipaliteit die kostes verreken teen die min kostes. Ontwikkelingsheffings is betaalbaar benewens enige diensheffings, deposito's, verbruiksheffings, beskikbaarheidsheffings en aansluitingsfooie.

Alle Ontwikkelingsheffings sal jaarliks aangepas word en sal gehef en betaalbaar wees teen die hersiene heffings wat van toepassing is, ingevolge

die Munisipaliteit se ontwikkelingsbeleide en goedgekeurde ontwikkelingsbydrae tariewe, op die tydstip van die goedkeuring van bouplanne ten opsigte van sodanige erf.

4.1 ELEKTRISITEIT

Aangesien elektrisiteit direk vanaf Eskom voorsien sal word sal geen kapitaalbydrae ten opsigte van grootmaat elektrisiteitsdienste betaalbaar wees nie

4.2 WATER

'n Kapitaalbydrae per erf ten opsigte van grootmaatwaterdienste sal deur die Tegniese afdeling bereken word in terme van die goedgekeurde ontwikkelingsbydrae tarief, item 4.5.10.3, en sal deur die ontwikkelaar betaal word.

4.3 RIOOLDIENSTE

'n Kapitaalbydrae per erf ten opsigte van grootmaatriooldienste sal deur die Tegniese afdeling bereken word in terme van die goedgekeurde ontwikkelingsbydrae tarief, item 4.5.10.4, en sal deur die ontwikkelaar betaal word.

4.4 STORMWATER

Aangesien die ontwikkeling nie sal aansluit by die munisipale stormwaternetwerk nie sal geen kapitaalbydrae ten opsigte van stormwater betaalbaar wees nie. Die Ontwikkelaar sal die goedkeuring van die Provinsiale Padingenieur bekom om stormwater te neem deur die bestaande stormwaterpyp onderdeur Hoofpad 332. Indien die Provinsiale Padingenieur nie goedkeuring verleen vir die wegdoening van stormwater onderdeur die Hoofpad sal kapitale bydrae gehef word in oorstemming met die goedgekeurde ontwikkelings bydrae tarief, item 4.5.10.5.

4.5 VASTE AFVAL BESTUUR

'n Kapitaalbydrae per erf ten opsigte van afval verwyderingsdienste sal deur die Tegniese afdeling bereken word in terme van die goedgekeurde ontwikkelingsbydrae tarief, item 4.5.10.6, en sal deur die ontwikkelaar betaal word.

4.6 PAAIE

'n Kapitaalbydrae per erf ten opsigte van paaie netwerk sal deur die Tegniese afdeling bereken word in terme van die goedgekeurde ontwikkelingsbydrae tarief, item 4.5.10.7, en sal deur die ontwikkelaar betaal word.

5 VERBINDINGSDIENSTE

Dit word op rekord geplaas dat die Munisipaliteit nie op enige stadium verantwoordelik sal wees om enige verbindingsdienste na die erwe te voorsien nie. Die ontwikkelaar sal verantwoordelik wees vir alle koste om die dienste tot by die erfgrense te neem en om voorsiening te maak vir die nodige aansluitingspunte.

6 UITREIKING VAN OORDRAGUITKLARINGS

Na indiening en aanvaarding van die voltooiingsertifikate vir die instalering van die munisipaledienste en onderworpe daaraan dat alle uitstaande belasting en of enige ander gelde verskuldig aan die Hessequa Munisipaliteit betaal is, sal die Munisipaliteit die nodige uitklaring in terme van die artikel 118 (4) van die Munisipale Stelsels Wet, Wet 32 van 2000, gee tot oordrag van die individuele erwe nadat 'n Artikel 20 sertifikaat in terme van die Hessequa Verordening op Munisipale Beplaning uitgereik is.

Geteken namens Alphaplan Eiendomme BK te ..... op hierdie ..... dag van …… 2026.

Getuie……. ……..

Geteken namens Hessequa Munisipaliteit te …….... op hierdie…… dag van ……..2026.

Getuie…….. ……

9.12 AANSTEL VAN LID OP DIE OUDITKOMITEE

File number / Verwysingsnommer: 5/3/1/2/2

Meeting date / Vergadering datum: 25 Februarie 2026

Report by / Verslag deur: Bestuurder: Interne Oudit – Mnr. J. Oosthuizen

PURPOSE OF REPORT / DOEL VAN VERSLAG

Vir die Raad om die aanstelling van ‘n lid op die Ouditkomitee te goed te keur.

BACKGROUND AND DISCUSSION / AGTERGROND EN BESPREKING

Daar is ‘n vakature op die Ouditkomitee wat gevul moet word as gevolg van die verstryking van die termyn van Prof. J.A.A. Lazenby.

Die Raad het in die verlede in beginsel besluit dat met die aanstelling van Ouditkomiteelede, die bepalings van aangehegte “MFMA Circular No. 65” nagevolg word waar dit moontlik en prakties uitvoerbaar is. Daar is in die verlede ook voorkeur gegee aan persone wat woonagtig is binne die grense van Hessequa, as gevolg van finansiële redes.

‘n Advertensie is geplaas in die Suid-Kaap Forum van 31 Oktober 2025 asook op die webtuiste van die Raad, en is die volgende drie aansoeke ontvang:

	Naam	**Woon adres**	**Kwalifikasies**	**Ondervinding**
1	Ashley Latchu	Johannesburg	BSc Masters	Dien op Oudit- en Risiko komitee.
2	Madri Gildenhuys	Heidelberg	CA (SAIPA)	Rekenmeester.
3	John Swart	Parow-Noord	National Diploma in Government Finance	Dien op TWK Ouditkomitee. Chief Audit Executive.

Mnre. Latchu en Swart is beide woonagtig buite die grense van Hessequa, en Mnr. Swart se aansoek was laat ontvang.

Mev. Gildenhuys is woonagtig binne die grense van Hessequa en beskik oor ‘n finansiële agtergrond, wat benodig word in ‘n Ouditkomitee.

Die Voorsitter van die Ouditkomitee, Prof. J.A.A. Lazenby, se kommentaar is versoek, maar het hy hom weerhou omdat een van die aansoekers, Mev. Gildenhuys, ‘n familielid is van

hom. Prof. Lazenby het voorgestel dat kommentaar verkry word van die lang dienende lid van die Ouditkomitee, Mnr N. Jonker. Die kommentaar van Mnr. Jonker word aangeheg.

Die **Portefeulje komitee: Korporatiewe Bestuur** het tydens ‘n vergadering gehou op **13 Februarie 2026** as volg besluit:

“1. Dat die komitee kennis neem van die drie aansoeke wat ontvang is vir die aanstelling van ‘n lid op die Ouditkomitee.

2. Dat die volgende persoon aanbeveel word om te dien op die Ouditkomitee vanaf 1 April 2026:

   Mev. M. Gildenhuys

3. Dat die item na die Raad verwys word vir goedkeuring.”

UITVOERENDE BURGEMEESTERSKOMITEE

Die item dien by die **Uitvoerende Burgemeesterskomitee** vergadering van **25 Februarie 2026** en terugvoer sal tydens die Raadsvergadering gegee word.

COMMENTS: MUNICIPAL MANAGER / KOMMENTAAR: MUNISIPALE BESTUURDER

Aanbevelings word ondersteun.

COMMENTS: DIRECTOR CORPORATE MANAGEMENT / KOMMENTAAR: DIREKTEUR KORPORATIEWE BESTUUR

Die aanbevelings word ondersteun.

COMMENTS: DIRECTOR FINANCIAL SERVICES / KOMMENTAAR: DIREKTEUR FINANSIËLE DIENSTE

The content of the report is noted and the recommendation is supported.

COMMENTS: DIRECTOR DEVELOPMENT PLANNING / KOMMENTAAR: DIREKTEUR ONTWIKKELINGSBEPLANNING

COMMENTS: DIRECTOR TECHNICAL SERVICES / KOMMENTAAR: DIREKTEUR TEGNIESE DIENSTE

COMMENTS: DIRECTOR COMMUNITY SERVICES / KOMMENTAAR: DIREKTEUR GEMEENSKAPSDIENSTE

COMMENTS: MANAGER LEGAL SERVICES / KOMMENTAAR: BESTUURDER REGSDIENSTE

Daar word kennis geneem van die inhoud van die verslag en die aanbevelings word ondersteun.

COMMENTS: MANAGER STRATEGIC SERVICES / KOMMENTAAR: BESTUURDER STRATEGIESE DIENSTE

COMMENTS: OTHER / KOMMENTAAR: ANDER

RECOMMENDATION / AANBEVELING

1. Dat die Raad kennis neem van die aansoeke wat ontvang is vir die aanstelling van ‘n lid op die Ouditkomitee.
2. Dat die volgende persoon goedgekeur word om te dien op die Ouditkomitee:

   Mev. M. Gildenhuys vanaf 1 April 2026.

AGENDA ITEM APPROVED BY / AGENDA ITEM GOEDGEKEUR DEUR:

Munisipale Bestuurder – Mnr. A.S.A. de Klerk

ATTACHMENTS / STAWENDE DOKUMENTE

A – “MFMA Circular” No. 65

B – Aansoek Mnr. A. Latchu

C – Aansoek Mev. M. Gildenhuys

D – Aansoek Mnr. J. Swart

E – Kommentaar vanaf Mnr. N. Jonker

Internal Audit and Audit Committee

Purpose

This Circular provides information to assist municipalities and municipal entities improve the effectiveness of internal audit and audit committees.

A functional internal audit unit, systems of internal control and effective operation of an audit committee are all crucial components for sound corporate governance in municipalities. The MFMA requires that these financial governance components exist within all municipalities and every municipal entity.

Recent audit findings however, have highlighted serious deficiencies in governance arrangements; there is a need to improve the internal audit function and audit committees as this would contribute to changes in financial management in the vast majority of municipalities.

The Auditor-General has alluded to deficiencies stemming from a lack of knowledge or disregard of legislation and processes by councillors and officials, a failure to appoint suitably qualified key individuals to specifically legislated tasks and an inability or disregard by municipalities to establish and maintain the appropriate control systems which provide the basis of the governance framework.

This Circular addresses the legal framework surrounding internal audit and audit committees and provides detailed guidance and advice on how municipalities must implement and manage these systems of accountability and governance. Failure to implement the legislative requirements surrounding internal audit and audit committees constitutes a serious breach of the MFMA.

It is therefore critical that the contents of this Circular are read and implemented by senior management and council and in particular internal audit and audit committee. The role to be played by internal auditors and audit committees has been legislated in the MFMA and is critical to provide a mechanism for the rendering of impartial advice and recommendations to the municipal manager and council on financial and non-financial matters, to improve accountability and governance over the activities of municipalities and municipal entities. It is important therefore that the mayor and municipal manager effectively and regularly engage with the internal auditor and audit committee.

Many or indeed the majority of audit findings can be addressed through recommendations made by internal audit and oversight by the audit committee. The responsibilities of internal audit and audit committee include providing assurance on the processes and procedures to be followed to enable decision-making and enhance accountability. Therefore, it is becoming of critical importance that greater emphasis be placed on the work of internal audit and the audit committee. It is also expected that council oversight structures in general

would derive immediate benefits through a closer interaction between council and senior management, and internal audit and audit committee.

Legal framework

In terms of section 216(1)(c) of the Constitution of the Republic of South Africa, (Act 108 of 1996), national legislation must prescribe measures to ensure both transparency and expenditure control in all spheres of government by introducing uniform treasury norms and standards.

Good governance involves how an organization is managed, its organizational culture, policies, strategies and the way it deals with its stakeholders. The internal auditor and audit committee provide objective, independent advice to improve oversight, governance and help to mitigate risks.

Working with the internal auditor, the audit committee brings different skills and expertise to assist in improving the performance of an institution. The internal auditor and audit committee does not assume any management functions nor should management exert any undue influence over the work of the internal auditor and audit committee.

Section 165 of the MFMA requires that each municipality and each municipal entity must have an internal audit unit. The internal audit unit of a municipality or municipal entity must:

- Prepare a risk based audit plan and an internal audit program for each financial year;
- Advise the accounting officer and report to the audit committee on the implementation of the internal audit plan and matters relating to:
  - Internal audit;
  - Internal controls;
  - Accounting procedures and practices;
  - Risk and risk management;
  - Performance management;
  - Loss control;
  - Compliance with this Act, the annual Division of Revenue Act and any other applicable legislation; and
- Perform any such other duties as may be assigned to it by the accounting officer.

It also provides that the internal audit function may be outsourced if the municipality or municipal entity requires assistance to develop its internal capacity and the council of the municipality or board of directors of the entity has determined that this is feasible or cost-effective.

Section 166 of the MFMA requires that each municipality and municipal entity must have an audit committee. The audit committee must advise the municipal council, the political office-bearers, the accounting officer and the management of the municipality or municipal entity on matters relating to:

- Internal financial control and internal audits;
- Risk management;
- Accounting policies;
- The adequacy, reliability and accuracy of financial reporting and information;
- Performance management;
- Effective governance;

- Compliance with the Act, the annual Division of Revenue Act and any other applicable legislation;
- Performance evaluation; and
- Any other issues referred to it by the municipality or municipal entity.

Furthermore, a single audit committee may be established for a district municipality and the local municipalities within that district municipality and for a municipality and municipal entities under its sole control.

Part 1

Audit Committees

The audit committee operates as a committee of the council. The audit committee performs the responsibilities assigned to it by the MFMA (sections 165 and 166), and the corporate governance responsibilities delegated to it under its charter by the council.

A charter is the written terms of reference approved by the council which outlines the mandate of the audit committee. The charter becomes the policy of the audit committee which then informs the contracts of the audit committee members.

A charter should be used to guide the activities of an audit committee on an ongoing basis. A clear, well written charter should set out the objectives, roles and responsibilities, composition, structure and membership requirements, relationships with other stakeholders, authority for the committee to conduct enquiries and access municipality and municipal entity's records and personnel, outlines procedures for meetings, addresses the confidentiality and independence of committee members, and provides for ethical conduct and reporting.

Following approval, the audit committee charter should be published on the municipal website to promote awareness to all stakeholders.

The charter should be reviewed annually and updated to ensure relevance and consistency with the MFMA, Municipal Systems Act (No 32 of 2000) and other related regulations, guides and best practice.

The charter should be used as a basis for:

- Preparing the audit committee's annual work plan;
- Setting the agenda for meetings;
- Requesting skills and expertise;
- Making recommendations to the accounting officer and municipal council;
- Assessing the audit committee's performance by its members, municipal council, management, Auditor-General and internal auditors; and
- Contributions and participation at meetings.

Composition

Section 166 provides for a minimum requirement for the composition of an audit committee. The audit committee must comprise of at least three (3) persons who are not in the employ of the municipality or municipal entity.

In terms of best practice, the number and/or size of audit committees can be increased to address the requirements, peculiarities, and needs of the municipality or its entity which will also be guided by the approved charter.

These requirements apply to all municipalities regardless of whether the audit committee is established through a shared service, or is outsourced through another mechanism.

Appointment of Members

Section 166(5) of the MFMA requires that the members of an audit committee must be appointed by the council of the municipality or, in the case of a municipal entity, by the council of the parent municipality. One of the members, who are not in the employ of the municipality or municipal entity, must be appointed as the chairperson of the committee. Councillors are not allowed to be members of an audit committee. The appointed members should enter into a contract with the municipality or municipal entity according to the approved terms of reference.

Qualities of members

One of the audit committee members should be appointed as the chairperson, after the following factors have been considered:

- Has good standing and ability to lead discussions;
- Creates vision and provides direction at meetings;
- Builds municipal capabilities by guiding management based on expert knowledge and skills;
- Promotes and achieve quality outcomes at meetings;
- Has the ability to speedily and effectively advise council or the board of directors of any impending non-compliance with the legislative framework;
- Has the ability to encourage other members to participate in audit committee meetings; and
- Conducts meetings in a manner that demonstrates a desire to establish effective communication with all stakeholders.

In determining suitable candidates for an audit committee and maintaining a balanced composition, the accounting officer should seek to appoint candidates that have ability to:

- Perform the role as advisor to management;
- Communicate effectively with management;
- Carefully review information received and obtain clarification from management as and when appropriate;
- Raise relevant questions, evaluate responses and follow up on any matter that is unclear;
- Conduct responsibilities in the context of the municipality's strategic objectives and overall corporate governance of the council;
- Act independently and be proactive in advising the accounting officer regarding issues that require further management attention;
- Encourage openness and transparency;
- Build relations with management;
- Have a professional approach to performing duties, including commitment of time and effort, and;

- Each committee member must be independent and appropriately skilled.

Skills and experience

Members should be selected from different areas of expertise to enhance the audit committee's overall knowledge of the municipality or entity and the ability to discharge its obligations and provide appropriate recommendations to the council.

The roles and responsibilities of an audit committee can be used as a baseline to obtain relevant skills that members must possess. This will ensure that appointed members are competent to carry out their responsibilities as set out in the audit committee's charter.

The appointed members should collectively possess the following skills and experience:

- Private and public sector experience;
- An understanding of service delivery priorities;
- Good governance and/or financial management experience;
- An understanding of the role of council and councillors;
- An understanding of the operations of the organization;
- Familiarity with risk management practices;
- An understanding of internal controls;
- An understanding of major accounting practices and public sector reporting requirements;
- An understanding of public sector reforms;
- Familiarity with legislation applicable to municipalities;
- An understanding of the roles and responsibilities of internal and external auditors;
- An understanding of the treatment of allegations and investigations; and
- An understanding of the performance management system.

The table below provides further guidance on the skills and experience of members that would enhance the audit committee representation and its performance to offer objective and quality advice.

Skill Required	Metro	District with Services	District without Services	Local with Services	Local without Services
Financial Management	√	√	√	√	√
Legal	√	√	√	√	√
Admin and Governance (i.e. Internal Audit, Risk Management, IT, Human Resources, Planning, etc.	√	√	√	√	√
Performance Management	√	√	√	√	√
Medical practitioner, Engineers (i.e. Civil, Electrical, Environment	√	√		√	

Except in the case of shared audit committees, the council must ensure that audit committee members do not serve on more than three local government audit committees

simultaneously as the practice of serving on too many committees has impacted negatively on performance of audit committees contributing to their ineffectiveness.

Membership and Independence

The audit committee should be independent and safeguarded from undue influence in exercising its responsibilities in an objective manner. To enhance the audit committee functioning, the following is required:

- The audit committee chairperson and members should be independent of the municipality or municipal entity;
- The audit committee chairperson and members should not be biased but exhibit an independence of mental attitude during deliberations;
- All audit committee members should declare private and business interest in every meeting; and
- All members should not carry out any business with the municipality or municipal entity.

Term of Office

To enhance independence of the audit committee, the term of office for members must be strictly adhered to. The chairperson should be appointed for a minimum of three years to ensure that he/she contributes most effectively and provides stability to the audit committee.

Other audit committee members should serve at least a minimum of three years with an option to renew for another three years, based on performance. Recruitment of members should be staggered to prevent a loss of knowledge and skills in the committee. The recruitment process of new members should be concluded at least three months in advance of the expiry of existing members term. The head of internal audit and the accounting officer must maintain records of audit committee member contracts and ensure recruitment is undertaken as mentioned above.

Rotation of members is encouraged as it enhances the independence of the audit committee. Members of the audit committee should not be contracted continuously for a period exceeding six years. After serving consecutively for six years, a cooling off period of two years should be provided for, before appointing the same member to the same audit committee.

Members should be encouraged not to terminate their contracts until they have shared their knowledge with other new members. A committee member should give two months notice prior to resignation.

The committee members should have the opportunity to have an exit meeting with the council to discuss the reason for leaving and to provide feedback on their experience on the audit committee as well as any other issues. The date of resignation should be minuted by the secretariat of the audit committee.

Committee members can be dismissed by the municipal council under certain circumstances. The accounting officer or municipal council should consult the charter when dismissing members of the committee. Reasons for dismissal amongst other would normally be detailed in the letter of appointment and contract agreement, such as:

• Where an on-going conflict of interest exists.
• Where a member has not performed to expectations.

The official dismissal processes as they relate to the municipality or municipal entity should be adhered to by the Accounting officer and Municipal Council when an audit committee member is being dismissed.

Where appropriate, the dismissal process should be linked to the charter and member's performance assessment process. The dismissal of a member should be performed by the Municipal Council and the outcome of the dismissal process should be in writing. The date of dismissal should be minuted by the secretariat of the audit committee.

Induction of members

A formal process of induction must be facilitated by the chief audit executive in consultation with the accounting officer. During the induction of members, the roles and responsibilities of the audit committee must be clarified. The induction process should entail sufficient briefings and information on their roles, responsibilities, accountability and management's expectations. Induction of members can also be facilitated by Provincial Treasury or National Treasury, upon request.

New members should meet and be briefed by the accounting officer, chief financial officer, chairperson of the audit committee and the head of internal audit. New members should also be introduced to the external auditors. The information to be provided to new members should include:

- The municipality's governance and operational structures and how the audit committee operates within this structure;
- Copy of the audit committee's charter, including any policies, recent audit committee minutes, audit management letter, audit opinion, including details of outstanding issues, council resolutions and recommendations presented to the municipal council;
- Copies of the relevant legislation;
- Copies of the latest municipalities' and entities' annual report, annual financial statements, integrated development plan, budgets, service delivery and budget implementation plans, in-year reports, code of conduct, performance agreements, risk register and risk management plans;
- Information from management and the internal auditor on the risk profile, status of internal controls and system of delegation; and
- A copy of the internal audit charter and annual work plans, among others.

Reporting

The chairperson of the audit committee will report on a quarterly basis, or more frequently if required, to the municipal council on the operations of the internal audit unit and the audit committee. The report should include:

- A summary of the work performed by the internal audit and the audit committee against the annual work plan;
- Effectiveness of internal controls and additional measures that must be implemented to address identified risks;
- A summary of key issues dealt with, such as significant internal and external audit findings, recommendations and updated status thereof;
- Progress with any investigations and their outcomes;
- Details of meetings and the number of meetings attended by each member; and
- Other matters requested of the internal audit and audit committee.

The audit committee shall prepare a report annually which will be incorporated into the municipality's annual report and those of its entities covering:

- Describing the functions performed by the audit committee and meetings attended;
- Resolutions taken by council and implementation status of recommendations made; and
- Other relevant comments that may enhance governance and accountability.

The chairperson of the audit committee must submit a copy of its report at least annually, or at other intervals, to the Municipal Public Accounts Committee (MPAC), for consideration during the MPAC engagements on the oversight report. The chairperson of the audit committee must always be available whenever MPAC needs clarity on the report of the audit committee.

Therefore, the roles and responsibilities and outputs of the internal auditor and audit committee assist to inform the work of the MPAC and oversight structures.

Authority

The audit committee shall have the authority to perform functions, and to obtain any information and advice, from within or outside the municipality or entity, in order to perform its functions as legislated. Appropriate resources will be made available to the audit committee to perform its functions as agreed in its charter.

The Audit Committee may:

- communicate with the council, municipal manager or the internal and external auditors of the municipality or municipal entity;
- have access to municipal records containing information that is needed to perform its duties or exercise its powers;
- request any relevant person to attend any of its meetings, and, if necessary, to provide information requested by the committee; and
- conduct investigations into the financial affairs of the municipality or municipal entity, as may be requested by the council of the municipality or in the case of a municipal entity, the council of the parent municipality or the board of directors of the entity.

The MPAC, in discharging its responsibilities, may make use of any information provided by the audit committee to avoid duplication of effort.

Remuneration of Members

The members of the audit committee shall be remunerated for time spent in attendance of audit committee meetings. The municipality may utilise the rates provided by the National Treasury, from time to time. Should the accounting officer deem it necessary, he or she can, in consultation with the municipal council, determine other remuneration, provided that the charter properly define time and cost.

Remuneration will only be applicable to officials employed outside the public service. No remuneration for participating in audit committees will be payable to officials employed at national, provincial and local government, its agencies or other entities regarded as falling within the definition of an organ of state, except for out of pocket expenses which may be reimbursed. The above will become effective for new members of audit committees, from the date of this Circular and for existing members, their current contracts will run its course.

The reimbursement of all members for travel expenditure must be determined in accordance with the approved council policy or the rate per kilometre as published and updated by the National Department of Transport.

The accounting officer, in consultation with the chief financial officer, is required to approve the reimbursement of all travel expenditure for members of the audit committee based on the above mentioned or make alternative arrangements to pay for modes of travel to such meetings, in terms of council policy.

The chairperson and members of the audit committee, including members who are employed in the public service, will be required to complete all particulars of their respective travel to and from the venue of the audit committee meetings.

In the event that a senior official from one municipality is requested to serve as a member of an audit committee of another municipality, such senior official must first obtain written consent from the accounting officer before accepting such nominations. The remuneration discussion early will apply.

Further guidance regarding the remuneration of audit committee members will be provided, from time-to-time.

Performance Assessments

The audit committee should assess its performance and achievements against its charter on an annual basis. The assessment would cover the performance of the individual member as part of the overall audit committee with reference to the particular skills the member has brought to the audit committee as a whole.

The aim of the self-assessment is to ensure that the audit committee is meeting its objectives efficiently and effectively. The findings of the self-assessment should be presented by the chairperson to the accounting officer and municipal Council.

Where the self assessment highlights a need for enhancements to the role, operational processes or membership of the committee, the chair should take action to ensure that such enhancements are implemented. The chairperson may need to consult with the accounting officer and municipal council to obtain appropriate support to ensure all enhancements are implemented.

It may be beneficial for the audit committee to use an external facilitator to provide assistance with, or to supervise the self assessment process. It is up to the audit committee to decide whether the services of an external facilitator are required.

An external facilitator can provide an impartial and objective view and can approach the evaluation process without bias or preconceived ideas. The chairperson and external facilitator should provide feedback to the audit committee members and present the findings of the evaluation to the accounting officer and municipal council.

Where the audit committee is not performing in accordance with their charter and this has been observed by various stakeholders such as for example, internal audit, external audit or management, it would be appropriate for this or other issues to be brought to the attention of the accounting officer and municipal council.

If an individual audit committee member is not performing, then the member must be given an opportunity to address such with the municipal council. If it is considered necessary to terminate the services of an audit committee member prior to the end of the term of appointment, proper procedures should be followed.

Roles and Responsibilities

Internal Audit

The audit committee must in relation to internal audit:

- Ensure that the charter, independence and activities of the internal audit function are clearly understood and respond to the objectives of the municipality and the legal framework;
- Regularly review the functional and administrative reporting lines of the internal auditor to ensure that the organizational structure is consistent with the principles of independence and accountability;
- Review and approve the internal audit charter, including internal audit strategic plan;
- Confirm that the annual audit plan makes provision for critical risk areas in the municipality and its entities;
- Advise the municipality on resources allocated to give effect to the work outputs of the internal audit function;
- Ensure that there is support for the internal audit unit and external auditors from senior management;
- Confirm with management that internal audit findings are submitted to the audit committee on a quarterly basis;
- Confirm actions taken by management in relation to the audit plan;
- Consider and review reports relating to difficulties encountered during the course of the audit engagement, including any scope limitation or access to information reported to the accounting officer that remain unresolved;
- Evaluate the performance of internal audit activity in terms of the agreed goals and objectives as captured in the audit plan;
- Ensure that the head of internal audit has reasonable access to the chairperson of the audit committee;
- Conduct a high-level review of internal audit on an annual basis, to ascertain whether the internal audit unit complies with the International Standards for the Professional Practice of Internal Auditing;
- Concur with any appointment and termination of the services of the chief audit executive;

Internal audit unit is accountable to the audit committee as follows:

- Maintain open and effective communication with the audit committee;
- Develop a flexible annual audit plan using a risk based methodology, addressing any weaknesses in risks or controls identified;
- Submit the audit plan to the audit committee for review and approval;
- Report on the implementation and results of the annual audit plan including special tasks requested by management and the audit committee;
- Assist in drafting the agenda and documentation, and facilitate the distribution thereof to the audit committee in advance of meetings;

- Meet periodically with the chairperson of the audit committee to discuss whether the material and information furnished meets the requirements of the audit committee;
- Obtain advice from the audit committee whether the frequency and time allocated to the committee is sufficient to attend effectively to all matters;
- Cooperate with the audit committee as they conduct annual reviews of the performance of the internal audit function;
- Submit the internal audit charter to the audit committee for review and approval on an annual basis and as necessary.

External Audit

The audit committee must in relation to external audit:

- Take cognizance of the scope of work undertaken by the external auditor and the extent of co-ordination with the internal audit unit;
- Review annual external audit plans, audit fees and other compensation;
- Review reports and monitor management's implementation of audit recommendations and municipal council resolutions in the new financial year;
- Review the report on the financial statements and matters raised therein for reasonability and accuracy;
- Review any interim reports issued in order to take cognizance of the issues raised in determining the follow up work of the internal audit;
- Conduct a review of the extent to which previously reported findings by the external auditor have been addressed by the municipal council;
- Provide advice to the accounting officer on actions taken relating to significant matters raised in external audit reports;
- Liaise with the external auditors on any matter that the audit committee considers appropriate to raise with the external auditor;
- Ensure that the external auditors have reasonable access to the management and chairperson of the audit committee;
- Address any potential restrictions or limitations with the accounting officer and council; and
- Address outstanding matters raised by the external auditors and any findings are dealt with conclusively in an expeditious manner.

Annual Financial Statements

The accounting officer must prepare Annual Financial Statements (AFS) of the municipality and municipal entity within two months after the end of the financial year to which to which those statements relate, submit the statements to the parent municipality of the entity (in the case of municipal entity) and to the Auditor-General for auditing. (This should be linked to the MFMA calendar).

These financial statements should have been reviewed by the audit committee two weeks before submission to the Auditor-General. The process and timelines for audit committee meetings should be changed accordingly. The auditor and auditee should plan this process carefully to meet the determined timelines.

The audit committee must review the annual financial statements to provide the municipality, or in the case of a municipal entity, the council of the parent municipality and the board of

directors of the entity with an authoritative and credible view of the financial position of the municipality or municipal entity by:

- Confirming if the municipal audit file is prepared in line with the applicable standards and guidance contained in MFMA Circular 50, or as updated;
- Reviewing the unaudited annual financial statements of the municipality and its entities to ensure that the quality, integrity and content is consistent with applicable standards and compliant with the legal framework;
- Evaluating the annual financial statement of the municipality and its entities for reasonableness, completeness and accuracy, and provide comment thereon, on a timely basis;
- Considering the Auditor-General's opinion on the quality and appropriateness of the municipality's accounting policies and that of its entities; and
- Reviewing efficiency and effectiveness of internal controls over AFS preparation and reporting

Specifically with regards to Annual Financial Statements, the Audit Committee should:

Review and challenge where necessary:

- Arithmetical accuracy and consistency;
- Consistency of, and any changes to, accounting policies, comparing to prior years;
- Methods used to account for significant or unusual transactions where different approaches are possible;
- Whether the Municipality has followed appropriate accounting standards and made appropriate estimates and judgements, taking into account previous audit outcomes;
- The quality of disclosure in the Municipality's financial reports and the context in which statements are made;
- All material information presented with the financial statements, such as the operating and financial review and the corporate governance statement (insofar as it relates to the audit and risk management);
- All material issues in prior reports by the AGSA have been appropriately accounted for, resulting in fair presentation;
- Conduct Analysis of trends and other financial ratio calculations e.g. year-on-year comparisons and composition of primary group e.g. salaries as a component of operations, whether operations are undertaken on a sustainable basis, operations at surplus or deficit, efficiency and solvency ratios, etc.

Risk Management Activities

The accounting officer is responsible for the establishment of effective risk management within the municipality.

The responsibilities of the audit committee with respect to risk management must also be detailed in the audit committee charter. It is expected that the committee will provide an independent and objective view of the effectiveness of the municipality's risk management. Where there is a separate risk management committee, the audit committee will be required to review recommendations made and consider these in line with the audit committee charter.

The audit committee must also provide feedback to the accounting officer and municipal council on the adequacy and effectiveness of risk management in the municipality and its entities.

In the case where there is no separate risk management committee, the oversight responsibilities of the audit committee on risk management must be reflected in the charter of the audit committee, approved by council.

Control Environment

The audit committee members need to have a good understanding of the control environment, in fulfilling this responsibility the committee should:

- Ensure that management follows a sound process to draw conclusions on the adequacy and effectiveness of the system of internal control;
- Establish whether management has relevant policies and procedures in place and that these are adequate, effective and regularly updated;
- Determine whether appropriate processes are followed and complied with on a regular basis;
- Consider measures applied on any required changes to the design or implementation of internal controls;
- Assess steps taken by management to encourage ethical and lawful behavior; financial discipline and accountability for use of public resources.

Performance Management

Part of the responsibilities of the audit committee includes the review of the performance management. The municipality must review its committees to ensure that in cases where there is an audit committee and a performance audit committee, that these are combined into one committee for effective management, oversight and reporting, as envisaged by section 166 of the MFMA. During the transition the chairperson of the performance audit committee should report progress on a quarterly basis to the audit committee.

The audit committee members need to have a good understanding of the performance of the municipality and its entities. These include:

- Review and comment on compliance with statutory requirements and performance management best practices and standards;
- Review and comment on the alignment of the Integrated Development Plan, the Budget, Service Delivery and Budget Implementation Plan and performance agreements;
- Review and comment on relevance of indicators to ensure they are measureable and relate to services performed by the municipality and its entities;
- Reviews compliance with in-year reporting requirements;
- Review the quarterly performance reports submitted by internal audit;
- Reviews and comments on municipality's and entities annual financial statements and timely submission to the Auditor-General by 31 August, each year;
- Review and comment on the municipality's and entities annual reports within the stipulated timeframes; and
- Review and comment on the municipality's performance management system and make recommendations for its improvement.

Information Technology (IT) Governance

The audit committee also needs to provide advice on IT governance, controls, access, safeguarding of information in the municipality and its entities.

Specific expertise may be required from within or outside the municipality from time to time, to assist the internal audit unit and audit committee formulate recommendations on systems and controls. The committee may have to advise on the appropriateness of disaster recovery and continuity plans supporting IT risks, regular testing and evaluation of plans, systems and processes.

Relationship with Stakeholders

The audit committee is required to maintain good relations with key stakeholders, such as:

- Municipal Council
- Board of Directors of Municipal Entities
- Municipal Public Accounts Committee
- Finance Committee
- Accounting Officer
- Management and staff
- Internal Auditors and External Auditors
- Provincial Treasury
- National Treasury

Meetings

The audit committee should meet as often as is required to perform its functions, but at least four times a year.

The secretariat responsibilities are to be performed by the internal audit or as otherwise as determined by the accounting officer. This includes providing all administrative support to the audit committee meetings, sending invitations and documentation to members, coordinating and compiling of audit committee meeting documentation, taking minutes at audit committee meetings, preparing all logistical arrangements relating to audit committee meetings, including arrangement for the prompt payment of claims and fees, etc.

The head of internal audit, in consultation with the audit committee secretariat in the municipality or municipal entity, must ensure that the required preparation for the meeting of the audit committee is finalized at least 7 days before the commencement of the meeting and that substantive work would be undertaken for the duration of the meeting.

The following persons must have a standing invitation to the audit committee and attend all meetings:

- Municipal Manager;
- Accounting Officer of the Entity;
- Head of Internal Audit of the municipality;
- Chief Financial Officer;
- External Auditor;
- Provincial Treasury;
- National Treasury; and
- Any other person on invitation by the chairperson of the Audit Committee.

The chief audit executive, in consultation with the chairperson of the audit committee, must determine the time frames of all meetings. In light of the financial implications, the accounting officer in consultation with the chairperson of the audit committee must agree, if meetings go beyond a one day sitting.

Part 2

Internal Audit

Section 62 of the MFMA requires amongst others, that the accounting officer of a municipality must take all reasonable steps to ensure that the municipality has and maintains effective, efficient and transparent systems of internal audit operating in accordance with any prescribed norms and standards.

Establishment of Internal Audit Activity

Section 165 of the MFMA prescribes the establishment of the internal audit activity. Internal audit is an important component of internal control, risk management and corporate governance and provides the necessary assurance and advisory services to the organisation.

Internal audit activity is one of the most significant management tools and can provide value-added services to the municipality or municipal entity. When objectively and adequately resourced, internal audit should be in a position to provide management with assurance regarding the effectiveness of the system of internal control, risk management and governance processes.

Identifying the Chief Audit Executive (Head of Internal Audit)

The role of the chief audit executive is to provide advice, counsel, and opinion regarding the organisation's efficiency and effectiveness in risk management, internal control and governance processes and performance management. The chief audit executive should be permanently appointed at a senior manager level, reporting directly to the Municipal Manager.

The incumbent should possess high level of personal and professional ethics including an understanding of the risk management processes and practices.

The chief audit executive should preferably possess any the following qualifications:

- Post graduate degree in Auditing and/or Accounting;
- Professional designation such as Certified Internal Auditor and other relevant professional designation. The incumbent should preferably possess the following:
- At least five (5) years in internal audit management; and
- Membership of the Institute of Internal Auditors.

Independence is enhanced when the audit committee concurs in the appointment or removal of the chief audit executive.

Independence and Objectivity

The chief audit executive must report at a level within the municipality or municipal entity that allows the internal audit activity to fulfill its responsibilities. This level must have sufficient

authority to promote independence and to ensure broad coverage, adequate consideration of engagement communication and appropriate action on engagement recommendations.

The chief audit executive must report functionally to the audit committee, and administratively to accounting officer. Independence is achieved through the organisational status and the objectivity of internal audit activity.

Internal audit activity is independent when it can carry out its work freely and objectively and has the support of senior management and audit committee.

The chief audit executive should have direct communication with the accounting officer, audit committee, municipal council, and other appropriate governing authorities.

Direct communication occurs when the chief audit executive regularly attends and participates in meetings which relate to its oversight responsibilities for auditing, financial reporting, corporate governance and control. The attendance and participation of chief audit executive at these meetings provide an opportunity to exchange information concerning the plans and activities of internal audit.

Each internal auditor should have an objective attitude and should be in a sufficiently independent position to be able to exercise judgment, express opinions and present recommendations with impartiality.

An internal auditor should be free from any conflict of interest arising from professional or personal relationships or other interests which he/she may be subjected to audit; and

An internal auditor should be free from undue influence which restricts or modifies the scope or conduct of the audit work, or significantly affects judgment regarding the content of any audit report.

Internal Audit Activity should:

- Have no direct operational responsibility or authority over any of the activities reviewed;
- Neither develop nor install systems or procedures, prepare records, or engage in any other activity that would normally be audited;
- Not initiate or approve accounting transactions external to the scope; and
- Avoid conflict of interest.

The Internal Audit Charter

The charter outlines the mandate of internal audit and serves as the statement of purpose, authority and responsibility. The charter must be in writing and address the following:

- The internal audit's purpose, authority and responsibilities;
- The standards to be complied with;
- The position of the internal audit within the organisation;
- A description of assurance and nature of consulting services;
- The period of review of the charter;
- The appointment and the dismissal of the chief audit executive; and
- Access to information, properties and personnel

The charter must be approved by the audit committee and accepted by the accounting officer.

Organising the Internal Audit Activity

The chief audit executive needs to direct supervise and manage the activities of internal audit activity. These include amongst others planning, resource management, implementation of operating policies and procedures, review of work, coordination of assurance activities and quality assurance.

Developing an Internal Audit Strategic Plan

The chief audit executive must establish risk-based plans to determine the priorities of the internal audit activity, consistent with the municipality's goals. The internal audit activity's plan as well as the fieldwork must focus on the risks to which the municipality and municipal entity is exposed. Developing a strategic audit plan follows a logical process as described below:

Understanding the Environment

- Strategic Overview - In order to identify the risks to which the municipality or entity is currently exposed, and those to which it is likely to be exposed in the future, an understanding of the strategic plan and objectives for the municipality or entity must be obtained.

- A top-down view of the organisation is taken, to better understand the operational risks and controls for managing those risks. This view depicts the environment within which each municipality or municipal entity operates.

- A detailed risk analysis of the municipality or municipal entity is conducted to identify those risks that impact on the achievement of objectives.

- The data can be used to plan, direct a risk management approach and provide the basis for risk management activities.

Developing operational internal audit plan

The operational internal audit plan should be based on an assessment of risks and exposures that may affect the municipality or municipal entity and should be done at least annually in order to reflect the most current strategies of the municipality.

Risk assessment should be evaluated, alignment of the operational plan to the overall objectives of the municipality should be ensured.

The chief audit executive must ensure that strategic and operational plans are developed annually, approved by the audit committee and accepted by the accounting officer.

In developing the operational internal audit plan the following key issues must be remembered:

- Completeness of the risk assessment report of the municipality
- Availability (capacity) and skills of internal audit staff;
- Changes in the risk environment of the organisation – the risk environment should be assessed on an annual basis;
- Approval and acceptance of the operational plan by the audit committee; and
- The materiality of ad-hoc requests as this could have a significant impact on the normal audit planning and timing process.

The operational internal audit plan should be risk-based and must be developed taking into account the results of the risk assessments and the integrated plan so as to:

- Determine focus areas for internal audit activities;
- Determine internal audit scope in relation to the scheduled assignments;
- Allocate resources to planned audit assignments;
- Establish the timing of performance of the audit assignments; and
- Determine the reporting requirements and deadlines.

The operational internal audit plan should be submitted to management for input prior to approval by the audit committee.

The operational internal audit plan should be reviewed to identify any amendment needed to reflect changing priorities and emerging audit needs.

The audit committee should approve material changes to the operational internal audit plan.

Types of audits

- **Risk based audits**

  Given the results from the risk assessments performed (which generally indicate only adequate-to-weak control environments) it may be appropriate for internal audit to focus its attention on the high risk areas, mostly concentrating on ensuring that key controls are in place and adhered to.

- **Cyclical audits**

  Internal audit may decide to focus its attention on certain medium to lower risk areas, in order to achieve general or specific improvements in the control environment or culture. These cyclical audits are normally conducted on a yearly basis with the aim of monitoring and maintaining (through the reports issued and actions taken) a sound internal control environment. This also includes legislated and follow up audits.

- **Ad hoc requests**

  Internal audit may consider ad-hoc requests from management, but such requests should flow from the written authorised charter and with the approval of the audit committee. However before accepting these requests the chief audit executive should assess the requests against the planned audits and prioritise them based on how much value can be added, prior to deciding whether or not to accept the requests.

Resource Requirements

The budget of internal audit is the responsibility of the accounting officer, audit committee and chief audit executive to ensure that the internal audit activity is adequately resourced for effective functioning. The chief audit executive should have control and responsibility over the internal audit budget. The budget should at least cover the following items:

- Personnel related expenditure;
- Capital expenditure and software;
- Training and development;
- Institute of Internal Auditors membership fees; and
- Quality assurance programs.

The chief audit executive, in conjunction with the accounting officer, should develop an internal audit structure taking into cognizance the size of the municipality including risk and complexity of the operations.

Provision should be made for levels of supervision and review of audit work in line with due professional care as provided for in the International Standards for the Professional Practice of Internal Audit.

The chief audit executive should develop recruitment, placement, training and staff retention programme to ensure that appropriate skills are available. To achieve this, emphasis should be placed on qualifications, skill and experience.

To improve effectiveness of internal audit, staff at all levels should have well-documented job descriptions, performance evaluations and training programmes.

Outsourcing or Co-Sourcing of Internal Audit Activity

The internal audit activity may be outsourced where the municipality requires capacity to develop its internal capacity and is deemed to be cost effective. Outsourcing should comply with supply chain management process. In situations in which the internal audit is outsourced, oversight and responsibility for the internal audit activity cannot be outsourced and must be maintained by management. The chief audit executive should manage the outsourced function. Consideration for evaluating sourcing alternatives:

- Available resources: the municipality or municipal entity may not have sufficient resources (financial, physical, human etc.) to establish an in-house internal audit activity. Outsourcing should be considered when it is cost effective for the municipality or municipal entity;
- Size of the municipality. Common reasons include temporary staff shortages, specialty skills, special audit project work and supplementary staff to meet deadlines and
- Skills transfer: skills transfer implementation plan should be developed to ensure that the internal audit staff members are capacitated and their skills enhanced throughout the process.

Types of sourcing alternatives:

- Outsourcing : is where the internal audit is conducted by an external service provider;
- Co-sourcing : is where the external service provider works together with in-house internal audit resources; and
- Shared Services: is where one internal audit activity provides services to multiple organisations through a centralized internal audit. Implementation of the required work to be undertaken is based on Service Level Agreements with the municipality serviced by the Shared Service.

Quality Assurance and Improvement

The activities of the internal audit must be guided, monitored and supervised at each level of operation to ensure that they are consistently performed in accordance with the International Standards for the Professional Practice of Internal Audit. The quality assurance and improvement programme should include periodic internal assessments within a short time prior to an external assessment which can facilitate and reduce the cost of the external assessment.

Internal Assessments

The chief audit executive must ensure that internal assessments are performed. Internal assessments should include ongoing reviews of the performance of the internal audit activity. These should be performed through self-assessment or by other persons within the municipality with knowledge of internal audit practices and the IIA Standards. The chief audit executive, at least annually, must report on the results of internal assessments.

Internal assessments should appraise among others, compliance with the legislative framework, definition of internal auditing, standards, internal audit charter, code of ethics and methodology.

External Assessments

The internal audit must be subjected to an external assessment at least once every five years, the results of which should be communicated to the audit committee and accounting officer. An external assessment must be conducted by a qualified reviewer or review team from outside the municipality.

On completion of the external assessment, the review team should issue a formal report containing an opinion. The chief audit executive in consultation with the accounting officer should prepare a written action plan in response to comments and recommendations in the report.

Coordination of efforts with other assurance providers

Internal audit should share information and co-ordinate its activities with other assurance providers within the municipality or municipal entity. This is done to ensure appropriate coverage of risk areas and minimise duplication of efforts.

There should be access to each other's audit plans and audit reports. There should be periodic meetings held between internal audit and external audit. At these meetings key risks, audit scope and audit findings should be discussed and priorities should be emphasized.

Nature of Work

Governance

Internal audit activity must assess and make recommendations for improving governance process in its accomplishment of the following objectives:

- Promoting appropriate ethics and values within the municipality;
- Ensuring effective organizational performance management and accountability;
- Communicating risk and control information to appropriate areas of municipality; and
- Coordinating the activities of and communicating information among the audit committee, external, internal auditors and management.

Risk Management

Internal audit is responsible for providing assurance to management and the audit committee on the adequacy and effectiveness of the risk management process. Risk management is a key responsibility of the accounting officer and management.

Management should ensure that adequate risk management processes are in place and functioning as intended. Internal audit must assist management and the audit committee by examining, evaluating, reporting and recommending improvements on the adequacy and effectiveness of management's risk processes. Conducting assessments and reporting on the organisation's risk management process should be a high audit priority.

- Risks arising from business strategies and activities should be identified and prioritised. These risks should focus on the efficient, economic and effective use of resources, as well as any duplication of functions that might exist;

- Management should determine the level of risk acceptable to the municipality;

- Risk mitigation activities should be designed and implemented to reduce or manage risk to a level acceptable by the municipality, and

- Management should receive periodic reports of the results of risk management Processes.

Control

Based on the results of the risk assessment internal audit must evaluate the adequacy and effectiveness of controls encompassing the municipality's governance, operations, and information systems.

The following aspects should be considered when assessing controls for adequacy:

- The control environment and management attitude towards controls;
- Standard control practices; and
- Compliance with other generally used control frameworks.

If the controls are adequate, the internal auditor should evaluate the controls for effectiveness. To ensure that the conclusions reached are correct and supported by acceptable evidence the auditors are required to analyse and evaluate the findings of the audit in order to determine whether the controls are effective or not. The auditor may reach one of the following conclusions when evaluating the controls for effectiveness:

- **Effective**

  The existing controls are effective, i.e. they provide reasonable assurance that the activity will achieve its performance objectives.

- **Ineffective**

  The existing controls are ineffective, i.e. they do not provide reasonable assurance that activity will achieve its performance objectives.

Audit Process

Internal audit work must be conducted in accordance with the standards set by the Institute of Internal Auditors (IIA) Incorporated. These are the standards referenced to in section 62(c) (ii) of the MFMA. The audit process includes engagement planning; performing the engagement; communicating results; and monitoring.

Engagement Planning

Internal audit must develop and document a plan for each engagement, including the engagement's objectives, scope, timing and resource allocations. Engagement planning involves consideration of objectives of the activities being reviewed, scope, resource allocation and the work program. Engagement planning can be divided into the following:

- Planning considerations;
- Engagement objectives;
- Engagement scope;
- Engagement resource allocation and
- Engagement work program.

Performing the Engagement

Performing the engagement involves conducting field work to ensure that the objectives of the audit are achieved. This includes review, analysis and verification of information contained in documents, physical items, and corroboration by officials.

Performing the engagement should include, amongst other, issues identifying information; analysis and evaluation; documenting information, and engagement supervision.

The auditor can obtain information from a number of sources, namely:

- Discussions with the municipality's staff involved in the process;
- Policy documents prepared by the municipality; and
- Other relevant sources internally.

Information must be sufficient, competent, relevant, and useful to provide a sound basis for engagement observations and recommendations.

Internal auditors must document relevant information to support the conclusions and engagement results.

The design and content of the working papers will depend on the nature of the engagement and the policies and methodology adopted by the internal audit activity.
Working papers are the property of the municipality or municipal entity and must be under control of internal audit activity.

Access to working papers should be restricted to authorised personnel. A policy should be in place to address access requirements and procedures. The policy should also address retention of records in line with policies of the municipality or municipal entity.

Supervision is a process that continues throughout the engagement. The extent of supervision depends on the experience and proficiency of internal auditors assigned to the engagement and the complexity of the engagement. There should be documented evidence of appropriate supervision. Supervision includes:

- Assigning competent internal auditors to the engagement;
- Staff training and development;
- Approving the work program and ensuring that it is implemented; and
- Ensuring engagement objectives are achieved.

Communicating Results

Internal audit should communicate the results of the audit engagements to management by issuing an audit report. Findings should be included in the audit report and discussed with the client. It is important that agreement be reached regarding the facts of each matter included in the final report.

The audit results should be communicated to the municipality and relevant senior and executive management. Communications must include the engagement's objectives and scope as well as applicable conclusions, recommendations, and action plans.

Internal auditors are encouraged to acknowledge satisfactory performance in engagement communications and where appropriate include the internal auditor's overall opinion and/or conclusions. Recommendations may be general or specific and should address the root cause of the finding.

Engagement results must be disseminated to those who are in a position to take corrective action or ensure that corrective action is taken. This may be:

- The responsible unit manager;
- Senior management;
- Executive management;
- Audit Committees; and
- Other governance and oversight committees (where appropriate).

The internal auditors must solicit comments from management timeously. Management must provide comments in accordance with the terms agreed upon in the engagement letter. Internal audit record all attempts to obtain management comments.

The internal auditors should analyse the management comments received. The following should be considered:

- The adequacy and relevance of management's response to findings and recommendations;
- Any disagreements raised by management on the findings;
- Proposed actions by management; and
- The impact of management's actions on the report.

Monitoring Progress

Observations and recommendations requiring immediate action should be monitored by internal audit activity until corrected. Internal audit activity should ensure that actions taken by management address the identified deficiencies. A process should be developed for the implementation of management action plans. Responsibility for follow-up should be defined in the internal audit charter.

Follow-up audits must be incorporated in the annual internal operational audit plan. Follow-up audits entail verification of implementation of management actions. The chief audit executive must establish procedures to include:

- An evaluation of management response;
- Verification of the response; and

- A follow-up engagement and reports submitted to Council to address actions not being implemented.

Consulting Activities

Consulting services should focus on assisting management in problem solving activities, achieving the municipality's objectives, and add value to line and senior management. The charter should include the authority and responsibilities of consulting services.

Types of Consulting Engagements

Internal audit should obtain an understanding of the nature of the engagement to clearly articulate the terms of reference. Agreed upon procedures should be documented in the engagement letter and agreed upon with the client.

The types of consulting work include the following:

- Formal consulting engagements – those that are planned and subject to written agreement;

- Informal consulting engagements – routine activities such as participation on standing committees, limited-life audit projects, ad-hoc meetings and routine information exchange;

- Special consulting engagements – participation on dedicated teams such as system conversion team; and

- Emergency consulting engagements – participation on a team established for recovery or maintenance of operations after a disaster or other extraordinary event, or a team assembled to supply temporary help to meet a special request or unusual deadline.

Objectives, scope and limitations of the consulting assignment should be confirmed in writing in an engagement letter. The responsibilities of both management and internal audit should be defined and documented in the engagement letter that should be signed by both parties.

All working papers prepared during the execution of the consulting engagement should be kept as evidence of conducting the procedures.

Internal audit should communicate issues and preliminary results of the consulting engagement with line management during the conduct of the assignment.

Report to management may either be oral by conducting a meeting session with line management or written updates can be provided to management. As agreed upon in the engagement letter, internal audit should report results of the consulting activity.

Acceptance of Consulting Activities

The following guidelines are provided for assisting the internal audit activity in accepting consulting activities:

Some consulting activities are specifically identified in the approved internal audit annual plan;

Other consulting activities are initiated by managers communicating directly;

The chief audit executive should request the audit committee's approval for consulting activities that significantly affect the approved internal audit's annual operational plan;

The chief audit executive should consider the impact of independence and objectivity on the internal audit activity before acceptance of the consulting activities;

The chief audit executive should consider whether the internal auditors have the requisite skills, knowledge, time and competencies to perform the proposed consulting activities and

The chief audit executive should consider the risks associated with the proposed consulting activities.

Conclusion

The internal audit and audit committee may approach the relevant Treasury for assistance. To enable the internal audit units to discharge their obligations and audit committees to perform effectively, reports relating to non-compliance with the MFMA and other legal prescripts must be promptly submitted to the respective national and provincial treasury, in terms of section 74 of the MFMA. These reports will inform support and intervention measures.

It is important that the accounting officer ensure that this Circular is brought to the attention of the Municipal Council, Board of Directors of municipal entities, the members of the audit committee, internal audit unit, and all other relevant officials.

All comments on this Circular must be forwarded to the email below. You may also contact, Ms. Zolisa Zwakala, Internal Audit Support, on telephone 012 315 5088 for related matters.

Contact

national treasury
Department:
National Treasury
REPUBLIC OF SOUTH AFRICA

Post	***Private Bag X115, Pretoria 0001***
Phone	***012 315 5850***
Fax	***012 315 5230***
Email - General	***mfma@treasury.gov.za***
Website	***www.treasury.gov.za/legislation/mfma***

TV Pillay
Chief Director: MFMA Implementation
23 November 2012

9.13 FIRSTRAND BANK LIMITED: CREDIT FACILITIES REQUIRED BY THE MUNICIPALITY

File number / Verwysingsnommer: 5/2/4

Meeting date / Vergadering datum: 25 February 2026

Report by / Verslag deur: Manager: Expenditure – AG Carelse

PURPOSE OF REPORT / DOEL VAN VERSLAG

To seek the approval of Council to resolve on the agreement with FirstRand Bank Limited for the granting of facilities required by the municipality for its banking purposes.

BACKGROUND AND DISCUSSION / AGTERGROND EN BESPREKING

The following documentation is attached hereto:

- Facility agreement

The following facilities are required:

	The facility	**Type**	**Amount**	**Term**
1.1	Short term Contingent	Guarantees	R8 240 200.00	Demand facility, individual guarantees.
1.2	Short term Pre-settlement	Forward exchange contracts	R2 200 000.00	Demand facility. Individual contracts may not exceed 12 months and subject to separate agreement.
1.3	Settlement	Electronic Fund Transfers (Collections)	R8 000 000.00	Repayment on demand and subject to annual review.

The reasons for the above facilities are contained below:

1.1 Is for bank guarantees issued to Eskom in lieu of cash deposits.

1.2 Is needed for the foreign exchange transaction to pay Microsoft’s license fee.

1.3 Is for ACB electronic payments made by clients to pay their municipal accounts.

EXECUTIVE MAYORAL COMMITTEE

The item will serve at the **Executive Mayoral Committee** on **25 February 2026** and feedback will be provided in the **Council Meeting**.

COMMENTS: MUNICIPAL MANAGER / KOMMENTAAR: MUNISIPALE BESTUURDER

The recommendations are supported.

COMMENTS: DIRECTOR CORPORATE MANAGEMENT / KOMMENTAAR: DIREKTEUR KORPORATIEWE BESTUUR

Noted

COMMENTS: DIRECTOR FINANCIAL SERVICES / KOMMENTAAR: DIREKTEUR FINANSIËLE DIENSTE

The content of the report is noted and the recommendations are supported.

COMMENTS: DIRECTOR DEVELOPMENT PLANNING / KOMMENTAAR: DIREKTEUR ONTWIKKELINGSBEPLANNING

COMMENTS: DIRECTOR TECHNICAL SERVICES / KOMMENTAAR: DIREKTEUR TEGNIESE DIENSTE

COMMENTS: DIRECTOR COMMUNITY SERVICES / KOMMENTAAR: DIREKTEUR GEMEENSKAPSDIENSTE

COMMENTS: MANAGER LEGAL SERVICES / KOMMENTAAR: BESTUURDER REGSDIENSTE

COMMENTS: MANAGER STRATEGIC SERVICES / KOMMENTAAR: BESTUURDER STRATEGIESEDIENSTE

COMMENTS: OTHER / KOMMENTAAR: ANDER

RECOMMENDATION / AANBEVELING

1. That Council note the credit facilities made available by Firstrand Bank Limited (Reg. No. 1929/001225/06) acting through its First National Bank Public Sector Banking division regarding the granting of facilities by the bank to Hessequa Municipality, subject to the terms and conditions as set forth in the facility agreement, and subject to the terms and conditions of the bank.
2. That Council note as per 1 above the municipality may negotiate up to a maximum capital exposure of R18 440 200.00 (Eighteen million, four hundred and forty thousand, two hundred rand).
3. That Council further resolve that any amendment to the facility will only be affected following a resolution by Council authorizing such amendments.

4. That Council further declare and state that it has complied with, in so far as it relates to the facilities referred to in paragraph (1) *supra,* with the relevant provisions of the Local Government Finance Management Act of 2003.
5. That the draft copies of the aforementioned documents and the terms and conditions thereof be approved.
6. That Albertus Stephanus Abraham De Klerk and Gerard John Goliath in their capacities as Municipal Manager and Chief Financial Officer of Hessequa Municipality respectively, be authorized and empowered to sign all documents and do all things necessary to give effect to the above on behalf of the municipality.

AGENDA ITEM APPROVED BY / AGENDA ITEM GOEDGEKEUR DEUR:

Director Finance: G Goliath

ATTACHMENTS / STAWENDE DOKUMENTE

1. Annexure A – Draft Product Facility Agreement
2. Annexure B – Resolution
3. Annexure C – General Terms and Conditions Credit Facilities

PRODUCT SOLUTION AGREEMENT

ENTERED INTO BY AND BETWEEN

FIRSTRAND BANK LIMITED
(Reg. No. 1929/001225/06)

(acting via its First National Bank division, FNB Business segment, Public Sector Banking business area)
("the Bank"),

AND

HESSEQUA LOCAL MUNICIPALITY
(being a municipality established pursuant to Section 12 of the Local Government: Municipal Structures Act, 1998)
(the "Client").

The Bank agrees to make available to the Client the credit facility ("the facility" or "the facilities") set out below, subject to the following terms and conditions, the general terms and conditions as set forth in Annexure A and the Credit Solution Annexure.

Signatories to initial:
This certifies that this page was fully read and understood

1. PREAMBLE:

The Credit Solution Agreement signed by the Client, which contains the general terms and conditions for all Credit Solutions and it accordingly applies to all Credit Solutions taken up by the Client. The terms and definitions contained in the Credit Solution Agreement apply to this Product Solution Agreement as if specifically incorporated herein and vice versa.

To the extent of any overlap or inconsistency or any conflict between any provision of this Product Solution Agreement and the Credit Solution Agreement, the provision in this Product Solution Agreement will take precedence as between the Parties with regard to the subject-matter of this Product Solution Agreement.

2. FACILITY

	THE FACILITY	TYPE	AMOUNT	TERM
2.1	Short-term Contingent	Guarantees	R8 240 200	Demand facility. Individual guarantees may not exceed 12 months.
2.2	Short-term Pre-settlement	Forward Exchange Contracts	R80 000	Demand facility. Individual contracts may not exceed 12 months.
2.3	Settlement	Electronic Fund Transfers (Collections)	R8 000 000	Repayment on demand and subject to annual review.

3. UTILISATION

In addition to this Product Solution Agreement, Annexure "A" (General Terms and Conditions) and Credit Solution Annexure the Client and the Bank have entered into and/or may enter into other agreement(s)/ document(s) relating to the use, terms and conditions of the facilities (hereinafter "**Transaction Documents**").

The special conditions contained in this Product Solution Agreement will also apply to the Transaction Documents, unless the contrary is specifically agreed to in the Transaction Documents.

It is furthermore recorded for the avoidance of doubt that, in the event of any of the above Facilities being amortised and/or in any other manner reduced from time to time, in accordance with the provisions of a Transaction Document, the amount of the facility as set forth above may not timely reflect the actual amount of the remaining facility that is currently available to the Client .

It is further recorded for the sake of clarity that words and/or phrases specifically defined in Annexure "A" will, when used in this Product Solution Agreement and unless the contrary is indicated, bear the same meaning ascribed to it in said definition as per Annexure "A".

3.1 The Short-term Contingent Facility as per 2.1 above

These facilities are subject to availability and at the discretion of the Bank. Guarantees must be in formats acceptable to the Bank and must have expiry dates not exceeding 12 (twelve) months from the date of issue or provide for notice of cancellation by the Bank with notice periods not exceeding 3 (three) months.

3.2 The Short-term Pre-Settlement Facility as per 2.2 above

This facility is subject to availability and at the discretion of the Bank. Take note that the facility limit above is expressed as a margined amount, being the maximum exposure given the Bank's Credit Risk Factors as applied to the aggregate of each pre-settlement transaction. It is recorded that the aforesaid margined amount is calculated by taking into account the Bank's Credit Risk Factors as applied to pre-settlement transactions of this nature and term(s). As transactions are entered into, the Bank will advise of the utilisation level under the limit in terms of the Credit Risk Factors.

To the extent that the Client utilises the pre-settlement facility for the purposes of foreign currency transactions, it is recorded that the terms and conditions of contract relating to such foreign currency transactions shall be covered by and be subject to the Bank's "General Conditions of Contract Relating to Foreign Currency Transactions" as is or will be made available on the Bank's internet website on web page http://ficc.rmb.co.za/pdf/RMB_Terms_and_conditions_Agreement_ficc.pdf (hereinafter "the General FEC Conditions"), and that the Transaction Document/s relating to foreign currency transactions will include (but not necessarily be limited to) the General FEC Conditions, telephone conversations, S.W.I.F.T. messages and/or such other means of communication as may be acceptable to the Bank.

3.3 The Settlement Facility as per 2.3 above

This facility caters for an exchange of same value between parties on the same date, but where payment of funds will precede the receipt of counter-value. To cater for the resultant absence of simultaneous exchange of funds, the Bank will allow the Client to utilise this facility to pay away funds up to a maximum of the Settlement Facility limit prior to receipt by the Client of counter-value on the same day. Should counter-value in an amount at least equal to the aggregate of such pay-away(s) as aforesaid not be received during the course of the day in which the payment(s) was/were made, the resultant debit balance shall immediately be due and payable by the Client to the Bank.

This facility is subject to availability and may be availed of by way of Electronic Fund Transfer subject furthermore to the signing and accepting of the requisite further documentation / agreement(s).

4. COLLATERAL COVER

It is noted for recordal purposes and for the avoidance of doubt that any and/or all collateral given in favour of and/or held by the Bank in respect of any and/or all of the obligations of the Client towards the Bank will apply and/or may be applied by the Bank to any indebtedness of the Client towards the Bank as a whole, and accordingly the collateral applies across all the divisions and business area of the Bank with which the Client holds or may in future hold a facility and/or is indebted or may in future become indebted to, and includes, but is not necessarily limited to, indebtedness of the Client at the Bank's RMB Corporate Banking-, Property Finance-, Business-, Wesbank-, Rand Merchant Bank- and/or FirstCard Division(s) and/or business areas and/or any other division or business area of the Bank.

5. SPECIAL CONDITIONS

The granting and continued use of the above facility(ies) is subject to the following special conditions:

Payment/Standard Conditions *(Conditions to be complied with before draw down under the facilities is allowed)*

5.1. With reference to agreements and other documentation, it is specifically agreed that:

5.1.1. Insofar as this Product Solution Agreement relates to new and/or increased facilities, no utilisation of such new facilities will be allowed and no draw-down of such increase in funds will be permitted prior to the Client providing the Bank with the duly signed original Product Solution Agreement and security documentation as well as any other required agreements together with the necessary authorising resolution(s).

5.1.2. Insofar as this Product Solution Agreement relates to the existing part of facilities that are now increased, or facilities that were reviewed and granted without any increase, the Client undertakes to provide the Bank with the duly signed original Product Solution Agreement and security documentation as well as any other required agreements together with the necessary authorising resolution(s) within 30 days of date of receipt by the Client hereof, failing which the Bank reserves the right to renegotiate and/or cancel the facilities.

5.1.3. The Client providing the Bank with a certified copy of a resolution of the Municipal Council (only if the Bank is not placed in possession of the original signed resolution/s), signed by the Mayor of the Client, approving the execution and performance of this Product Solution Agreement together with its annexures, to which it is a party and the terms and conditions thereof, and stipulating:

5.1.3.1 the Capital Amount; and

5.1.3.2 that amendment to this Agreement may only be effected with following a resulting resolution of the Municipal Council, in respect of such changes.

5.1.4. The Accounting Authority of the Client having signed and initialled each page of the duplicate copy of this Product Solutions Annexure together with Annexure "A" and any concomitant schedule(s) (if any) and returning same to the Bank at its earliest convenience. Availability is furthermore subject to the Bank receiving the duly

signed originals of the required documentation as provided in this clause 4 and/or any other document referred to in this Product Solutions Annexure.

5.1.5. As soon as the Facility becomes available, but in any event by no later than 180 (one hundred and eighty) Business Days after the end of the Client's Financial year-end, the Client shall provide the Bank with the audited financial statements of the Client for the immediately preceding Financial Year.

Monitoring Conditions *(Conditions to be complied with to ensure ongoing availability of the approved facilities)*

5.2. The Client shall not, without the Bank's prior written consent:

5.2.1. encumber any of its assets by way of mortgage, pledge, lien, charge, hypothecation or security interest or any other agreement or arrangement having the effect of conferring security on the assets; and/or

5.2.2. otherwise than in the ordinary course of business, either in a single transaction or in a series of transactions, whether related or not and whether voluntarily or involuntarily, sell, transfer or otherwise dispose of the whole or the substantial part of its assets or the whole or the substantial part of its undertaking.

The fact that the above provisions are highlighted does not in any way detract from the validity and the effect of any of the other terms and conditions contained in the documents comprising this facility.

5.3. Should the Client default in the due payment or due performance of any amount payable or obligation to be performed under any agreement which amount or which obligation the Bank in its sole discretion considers to be material, the Bank in its sole discretion reserves the right to request the Client to provide additional security or to proceed with any other course of action in order to protect the Bank's interest therein.

6. WARRANTIES

6.1. The Client represents and warrants that –

6.1.1. the Facilities has been provided for in the approved budget of the Client and will ensure that the Facilities will continue to be provided for in its budgets for the duration of the relevant Facilities.

6.1.2. it shall ensure that –

6.1.2.1. the financial statements delivered by it pursuant to clause 5.1.5 are prepared in accordance with the GRAP, GAAP or IFRS or any other reporting standard acceptable by the Bank;

6.1.2.2. the financial statements delivered by it pursuant to clause 5.1.5 are certified by the Municipal Manager as giving a true and fair view of the financial condition of the Client as at the end of the period to which those financial statements relate and of the result of its operations during such period; and

6.1.2.3. each set of financial statements delivered by it pursuant to clause 5.1.5 has been audited by the Auditor-General (being that person appointed as Auditor-General in terms of Section 193 of the Constitution of the Republic of South Africa, 1996).

6.1.3. by signing and accepting the Product Solution Agreement, the Client irrevocably guarantees and undertakes unto and in favour of the Bank that insofar as its facilities granted by the Bank is concerned, the Client is complying and will continue to comply with the provisions of the MFMA, has concluded this Product Solution Agreement in accordance with the requirements of MFMA, Treasury Regulations , its Supply Chain Management Policy and has entered into this Product Solution Agreement through its Council and Accounting Authority;

6.1.4. the signatory/ies on behalf of the Client warrant that they are duly authorised to sign this Agreement;

6.1.5. that the provisions of section 48(3) of the MFMA, where applicable, was adhered to and it was resolved that the collateral security provided is an asset or right that is not necessary for providing the minimum level of basic municipal services;

6.1.6. it has not failed to approve a budget or any revenue-raising measures necessary to give effect to the budget and that these Facilities are budgeted for.

7. INTEREST

7.1. Interest due on any form of utilisation that is subject to the completion of a transaction document, will be paid in accordance with the terms set forth in each such transaction document. In the absence of terms and conditions relating to interest in a transaction document, the terms and conditions relating to interest as set forth herein will apply.

8. CASH MANAGEMENT

Cash management may not be availed of by the Client.

9. PRICING

Pricing (excluding management/facility fees as otherwise herein stipulated) will be dealt with either in terms of a pricing schedule/agreement entered into by and between the Bank and the Client, or in terms of the Bank's usual fees in force from time to time.

10. CHANGE(S) IN CIRCUMSTANCES

The Client acknowledges that the Bank is providing the facility(ies) based on the financial position and present circumstances of the Client as well as the industry and environment within which it/they operate. The Client understand and agrees that certain circumstances may arise that would have the effect of materially altering the basis upon which said facility(ies) was/is given. Should any event or series of events accordingly occur which, in the reasonable opinion of the Bank, has or may be expected to have an adverse effect on the ability of the Client to comply with its obligations under this facility, the Bank shall, by giving written notice, have the right to change the terms of the facility with the Client. Should the new terms upon which the Bank is prepared to continue to make the facility available not be acceptable to the Client, all outstanding amounts will, without further notice, immediately become due and payable and the Client, or any other entities indebted in terms of this agreement will immediately effect payment of such outstanding amounts.

11. GENERAL

Should the Bank call on a demand facility that carries contingent and/or pre-settlement exposure, and/or should the Client elect to repay all outstanding amounts, and/or should outstanding amounts on a facility become payable for whatever other reason, and/or should the Bank elect to exercise its rights under the above Changes in Circumstances clause, and/or should the Client breach any term and/or condition of this Product Solution Agreement, the Client shall immediately on demand by the Bank, place on deposit with the Bank an amount equal to any then existing contingent and/or pre-settlement liability which is not yet due and payable. Said deposit is hereby ceded to the Bank as security for the Client's obligations with regard to such liability(ies) provided that in the event of such liability(ies) ceasing to exist, the amount of the said deposit covering the aforesaid liability shall thereupon be returned to the Client. In the event of the Bank calling for such deposit to be made and the Client failing to comply, the Client hereby authorises and instructs the Bank to recover the amount/s so claimed by directly debiting any cash-, current- or other account held by the Client with the Bank.

12. ACCEPTANCE

Kindly confirm acceptance of the offer within 30 days of date of receipt hereof. The Bank retains the right, in its sole discretion, to condone late acceptance by the Client. Such condonation will, however, not be construed as a waiver by the Bank of any rights that the Bank has or may obtain.

The availability of the facility(ies) is subject to the Client or its authorised representative signing and initialling each page of the duplicate copy of Credit Solution Annexure, this Product Solution Agreement together with Annexure "A" and any concomitant schedule(s) and returning same to the Bank at its earliest convenience. The availability of the facility(ies) is furthermore subject to the Bank receiving the duly signed originals of the required securities documentation (if any).

On acceptance hereof, the Bank requires certified copies of the minutes of the meeting/resolutions passed by the Governing Body of the Client, as per the specimen attached hereto.

This Product Solution Agreement, if accepted, will be in substitution of and not in addition to all/any previous Product Solution Agreements pertaining to the above facility(ies).

13. USE OF FACILITY BY GROUP MEMBERS

The facility(ies) may be availed of only by the Client as identified herein above and subject to the conditions herein contained.

14. REVIEW

The Bank will endeavour to review the facility annually by the 25th day of November 2026. Pursuant to such review, and notwithstanding or detracting from the demand status of the Short-Term Facilities nor any other rights that the Bank may have, the Bank may in its sole and absolute discretion reduce the Short-Term Facilities or any of them, or terminate the availability of such facilities, in which event the Client will forthwith reduce the outstanding amount of the Short-Term Facilities so as to fall within the reduced Short-Term Facilities, or repay the outstanding amount of the Short-Term Facilities immediately or in such instalments as the Bank may notify the Local Municipality in writing, as the case may be. The Bank, may at its election, extend, and allow the Short-Term Facilities to continue to be available for further periods after the above proposed review date on the existing terms, or subject to such terms and conditions as the Bank may offer the Client. If a new Product Solution Agreement is signed pursuant to the review, such Product Solution Agreement supersedes and replaces all previous Product Solution Agreements (if any) entered into between the Bank and the Client in respect of the existing Short-Term Direct Facilities without novating the Short-Term Direct Facilities. Unless otherwise agreed in writing, all security provided or contemplated in this existing Product Solution Agreement and all previous facility letters/Product Solution Agreements and other facilities shall remain in place and of full force and effect and shall serve as security under any facility letter/Product Solution Agreement signed pursuant to the review.

It is recorded for the sake of clarity that, irrespective of the aforesaid review date, and until the Bank and the Client sign and accept a new Product Solution Agreement and/or other agreement to the contrary, but without detracting in any way from any of the Bank's rights hereunder, the terms and conditions of this Product Solution Agreement, together with any schedule/s (if any) shall remain of full force and effect. If the Client does not accept the terms of the extended Short-Term Direct Facilities, the applicable Short-Term Direct Facilities may be terminated with immediate effect and the outstanding balance of the Short-Term Direct Facilities shall immediately become due and payable.

15. NOTICES AND DOMICILIA

The Parties choose as their *domicilia citandi et executandi* their respective addresses set out in this Credit Solution Annexure.

Signed at ..... this ..... day of 20

For and on behalf of: **FIRSTRAND BANK LIMITED**
(Acting through its First National Bank division, FNB Business segment, Public Sector Banking business area)

_____ _____
Name and Designation: Name and Designation

We hereby accept the offer on the terms and conditions set forth in this Product Solution Agreement together with Annexure "A".

Accepted at ..... this ..... day of 20

For and on behalf of: HESSEQUA LOCAL MUNICIPALITY

_____ _____

_____
Signatories to initial:
This certifies that this page was fully read and understood

Full name of duly authorised signatory

Capacity: Municipal Manager

_____

Signature (who warrants his/her authority)

_____

Full name of duly authorised signatory

_____

Capacity

_____

Signature (who warrants his/her authority)

ANNEXURE A –GENERAL TERMS AND CONDITIONS APPLICABLE TO THIS PRODUCT SOLUTION AGREEMENT

1. DEFINITIONS AND INTERPRETATION

In this Product Solution Agreement, words appearing in between "inverted commas" for the first time, are defined terms and will have that specific meaning given to them throughout the entire Product Solution Agreement.

"Budget" means the annual approved budget (as defined in Section 1 of the MFM Act) of the Client;

"Current Budget" means the Budget for the current Financial Year;

"Contingent Facility" means any facility under which the Bank will issue guarantees or indemnities which will oblige the Bank to make payment to an agreed third party if the Client defaults in the performance of pre-agreed conditions, which includes performance guarantees or indemnities;

"Direct Facility" means a Facility which will oblige the Bank to make money available to the Client in terms of the Product Solution Agreement;

"Facility Limit" means the credit limit for each type of facility as stipulated in this Product Solution Agreement;

"Facility Outstandings" means the Outstanding Balance together will all interest and charges due thereon in accordance with the terms of this Product Solution Agreement, and any other documents due by the Client to the Bank in accordance with the terms of the Transaction Annexures which at any time and from time to time have not been prepaid or repaid irrevocably, unconditionally and in full;

"Financial Year" means, of one calendar year, the financial year of the Borrower commencing on 1 July on one calendar year and ending on 30 June in the immediately succeeding calendar year;

"GAAP" means Generally Accepted Accounting Practices;

"GRAP" means Generally Recognised Accounting Practice;

"IFRS" means International Financial Reporting Standards;

"MFM Act" means the Local Government: Municipal Finance Management Act, 2003;

"Municipal Council" means the council of the Client provided for in terms of Section 18 of Local Government: Municipal Structures Act, 1998;

"Municipal Council Resolution" means a resolution of the Municipal Council in terms of S45 (a) of the MFM Act, signed by the mayor;

"Municipal Manager" means the person appointed in terms of Section 82 of the Local Government: Municipal Structures Act, 1998 from time to time, and being the accounting office of the Borrower, and in respect of whom the Borrower shall deliver evidence to the satisfaction of the Bank of such person's identity and office bearing from time to time;

"Outstanding Balance" means, all amounts owing to the Bank in terms of the Facility and includes, but is not limited to, capital, any amount equal to the face value of bills accepted or discounted by the Bank and which have not yet matured, and promissory notes issued by the Client;

"Permitted Encumbrances" means any Encumbrance which is existing prior to the Signature Date and which has been disclosed (i) in writing to the Bank on the Signature Date, or (ii) in the Current Budget and financial statements, and in all circumstances securing only indebtedness at the Signature Date if the principal amount thereby secured is not increased after the Signature Date;

"Prime Rate" means the interest rate (per cent, per annum, compounded monthly) from time to time published by the Bank as being its prime overdraft rate, as certified by any manager of the Bank, whose appointment and designation need not be proved;

"Settlement Facility" means the facility providing for an exchange of same value between parties on the same date, but expressly excluding foreign exchange transactions and derivative transactions;

"Signature Date" means the date of the signature of the Party last signing this Product Solutions Annexure in time;

"Sub-Limit" means the maximum amount to which the Client may utilise the Facility or any portion thereof, as stipulated in this Product Solution Agreement;

"Term" means the period from when the Facility is utilised by the Client to the date when the Bank demands repayment or the Facilities Discharge Date, whichever is the earlier;

"Utilisation Form" means any of the forms of utilisation of the Facility provided for in the Product Solution Agreement, and may be subject to the terms and conditions of an already existing transaction annexure, or may in future, where required, be subject to the execution of a transaction annexure;

"Utilisation Period" means the period that the Facility or any part thereof as may be agreed to between the Bank and the Client from time to time, is available for utilisation by the Client;

2. THE FACILITY

2.1. **Duration of Available Forms of Utilisation**:
The different forms of utilisation other than an overdraft are subject to availability.

2.2. **Method of Utilisation**:
The Client may utilise the Facility as provided for in the Product Solution Agreement or as agreed to from time to time.

2.3. **Excess Utilisation**:

The Client may not utilise the Facility beyond the Facility- and/or Sub-Limits unless such excess utilisation has been approved by a Local Council resolution and has been consented to by the Bank, which consent will be in the Bank's sole discretion to allow or to refuse. The Bank reserves the right to dishonour any payment made in excess of a Facility and/or Sub-Limit in contravention of the foregoing, and any such unauthorised excess must forthwith be repaid/adjusted by the Client, in the absence whereof the Bank will have the right, without prejudice to any other rights it may have, to cancel the Facility and/or demand immediate repayment and settlement of the Facility Outstandings.

2.4. **Repayment**:

In terms of normal banking practice, any Facility availed of is repayable:

a. on demand by the Bank to this effect; or
b. over a period not exceeding one year within the same Financial Year in which the debt is incurred; or
c. on the Facilities Discharge Date;

whichever is the earlier.

All payments and/or monies received shall be appropriated firstly in settlement of the Bank's costs and fees, thereafter to penalty interest (if any) as per clause 5 below, thereafter to interest, and the balance (if any), to the balance of the principal amount due and/or owing to the Bank, provided that the oldest / longest outstanding principal debt due and/or owing shall be settled first.

3. CANCELLATION

3.1. In the event of one or more of the following events occurring, the Bank, in its sole discretion, reserves the right (without detracting from any other rights that the Bank may have) to immediately cancel the Facility and or demand immediate repayment of any and all amounts owed by the Client to the Bank:

3.1.1. by or under the authority of any government, the management of the Client is wholly or partially displaced or the authority of the Client in the conduct of its business is wholly or partially disabled;

3.1.2. any action to submit to arbitration any matter involving a decision on the Client's status, powers or duties or the validity of its actions or by-laws as prohibited in terms of Section 109 of the Local Government: Municipal Systems Act, 2000;

3.1.3. any decision by the Municipal Council to dissolve itself; or

3.1.4. any provincial intervention by the Client' provincial executive or member of the executive council for local government (whether discretionary or mandatory) in terms of Section 139 of the Constitution of the Republic of South Africa, 1996.

4. BREACH

4.1. A breach shall occur should:

4.1.1. the management of the Client is wholly or partially displaced or the authority of the Client in the conduct of its business is wholly or partially curtailed;

4.1.2. any action to submit to arbitration any matter involving a decision on the Client's status, powers or duties or the validity of its actions or by-laws as prohibited in terms of Section 109 of the Local Government: Municipal Systems Act, 2000;

4.1.3. any decision by the Municipal Council to dissolve itself; or

4.1.4. any provincial intervention by the Client's provincial executive or Member of the Executive Council for local government (whether discretionary or mandatory) in terms of Section 139 of the Constitution of the Republic of South Africa, 1996.

4.1.5. any asset deemed by the Bank to be a material asset of the Client, be attached with a writ of execution and the Client fail within 10 (ten) Business Days or 14 (fourteen) days of such attachment to take the necessary steps to have such attachment set aside and thereafter to pursue such steps with due diligence to a successful conclusion.

4.1.6. the Client breaches any condition of the Credit Solution Agreement.

5. PENALTY INTEREST

Any amount(s) owing to the Bank which are not paid on due date, shall bear additional interest at a rate equivalent to 3% (three per cent) above the then current prime rate for as long as such amount(s) which are due and payable remains unpaid, which additional interest is calculated on daily balance and capitalised monthly.

In the event of breach, the Bank shall be entitled to claim and charge penalty interest at a rate equal to 3% (three per cent) above the prime rate, calculated from the date of breach to the date of payment and compounded monthly in arrears, on the Outstanding Balance.

6. UNDERTAKINGS

The Client undertakes to:

6.1. notify the Bank of any decision to compromise or compound any action claim or proceedings and any decision to submit to arbitration any matter other than a matter involving a decision on its status, powers or duties or the validity of its actions or by-laws as contemplated in Section 109 of the Local Government: Municipal Systems Act, 2000, which directly or indirectly affects the performance of its obligations under this Facility;

6.2. notify the Bank of any delegation of powers of the Municipal Manager or Municipal Council and other delegation authorities within the municipality to the extent that such delegation may directly or indirectly affect the performance of its obligations under this Product Solution Agreement; and

6.3. notify the Bank should it encounter any serious financial problem or anticipate problems in meeting any of its financial commitments in excess of R100 000 (one hundred thousand Rand) as contemplated in Section 135 (3) of the MFM Act, to determine whether the situation justifies or requires a provincial intervention in terms of Section 139 of the Constitution of the Republic of South Africa.

7. WARRANTIES

The Client warrants to the Bank that-

7.1. the latest accounts (audited or otherwise) of the Client, which has been delivered to the Bank pursuant to this agreement, fairly represent the financial position the Client and its consolidated financial position.

7.2. from the Signature Date, the Client hereby represents and warrants to the Bank on a continuing basis on each day of the Term that:

7.2.1. it is a municipality as contemplated in Section 2 of the Local Government: Municipal Systems Act, 2000 within the area of as determined in terms of the Local Government: Municipal Demarcation Act, 1998, exercising legislative and executive authority through the Municipal Council, with power to enter into the Transaction Annexure to which it is a party and to exercise its rights and perform its obligations hereunder and all action required to authorise its execution of the finance documents to which it is a party and the performance of its obligations hereunder has been duly taken;

7.2.2. it shall comply with the laws of South Africa, and in particular, but not limited to the provisions of the MFM Act;

7.2.3. the Facility is not to be utilised to renew or refinance any Short-Term Debt (either of the Client or any other entity governed by the MFM Act) into the immediately succeeding Financial Year or otherwise;

7.2.4. it is not in serious or persistent material breach (as contemplated in Section 140 of the MFM Act) of its obligations to meet its financial commitments as a result of which the conditions for a mandatory provincial intervention as contemplated in Section 139(5) of the Constitution of the Republic of South Africa Act, 1996 are met;

7.2.5. it is not aware of any serious financial problems (as contemplated in Section 138 of the MFM Act) that have been caused by or resulted in a failure by tit to comply with an executive obligation in terms of the Constitution of the Republic of South Africa Act, 1996 or national legislation as a result of which the conditions for a discretionary provincial intervention as contemplated in Section 139(1) of the Constitution of the Republic of South Africa Act, 1996 are met;

7.2.6. it has not failed to approve a Budget or any revenue-raising measures necessary to give effect to the Budget as a result of which the conditions for a provincial intervention in terms of Section 139(4) of the Constitution of the Republic of South Africa, 1996 are met;

7.2.7. none of the assets and rights with respect to which security is provided by the Client in terms of Section 48 of the MFM Act is not necessary for providing any minimum level of basic municipal services;

7.2.8. it is not in breach of or in default under any agreement to which it is a party or which is binding on it or any of its assets to an extent or in a manner which may foreseeably result in a material adverse change;

7.2.9. no action or administrative proceeding of or before any court or agency which might result in a material adverse change has been started or threatened against it;

7.2.10. all of the information supplied by the Client to the Bank in connection herewith is true, complete and accurate in all material respects and it is not aware of any material facts or circumstances that have not been disclosed to the Bank and which might, if disclosed, adversely affect the decision of a person considering whether or not to provide finance to the Client;

7.2.11. it shall not propose nor approve a budget-related policy (as defined in Section 1 of the MFM Act) or amendment to the Current Budget during the Term which shall cause a deficit in the Budget in respect of the Client's payment obligations under this Facility.

8. ENTIRE AGREEMENT AND NON-VARIATION

The Product Solution Agreement sets out all the terms and conditions relating to the Facility and the resulting loan, and no variation of such terms and conditions shall be of any force or effect unless reduced to writing and signed on behalf of the Bank (by a duly authorised official) and on behalf of the Client (by a Municipal Manager).

This Product Solution Agreement may be signed by the signatories hereto in counterparts and each signed copy shall together constitute one document.

MINUTES OF THE MEETING OF THE HESSEQUA LOCAL MUNICIPALITY
(the "Local Municipality")

TAKEN AT _____ ON _____
2026

IT IS RESOLVED THAT:

a) The Local Municipality enters into negotiations with FIRSTRAND BANK LIMITED (Reg. No. 1929/001225/06) acting through its First National Bank Public Sector Banking division ("the Bank"), regarding the granting of facilities by the Bank to the Local Municipality, subject to the terms and conditions as set forth in the Product Solution Agreement and the Credit Solution Agreement from the Bank and subject to the terms and conditions of the Bank.

b) The Local Municipality may negotiate as per a) above up to a maximum capital exposure of R18 440 200 (eighteen million four hundred and forty thousand and two hundred Rand).

c) The Local Municipality furthermore resolves that any amendment to the facility will only be effected following a resolution by the Local Municipality authorising such amendments.

d) The Local Municipality further declare and state that it has complied with, in so far as it relates to the facilities referred to in paragraph (a) *supra*, with the relevant provisions Local Government: Municipal Finances Management Act of 2003.

e) Draft copies of the aforementioned documents were tabled at the meeting and the terms and conditions thereof approved.

f) It was further resolved that:

_____ and _____ in his/her/their

capacity/ies as _____ and _____ of the Local Municipality be authorised and empowered to sign all documents and do all things necessary to give effect to the above on behalf of the Local Municipality.

_____
MAYOR OF THE HESSEQUA LOCAL MUNICIPALITY

GENERAL TERMS AND CONDITIONS FOR CREDIT SOLUTION AGREEMENTS (FNB COMMERCIAL NON-NCA CUSTOMERS) (THE "CREDIT SOLUTION AGREEMENT")

This Credit Solution Agreement may be signed by the signatories hereto in counterparts and each signed copy shall together constitute one document.

HESSEQUA LOCAL MUNICIPALITY		**being a municipality established pursuant to Section 12 of the Local Government: Municipal Structures Act, 1998**
Signature		
Name/s of signatory/ies		
Date		
Witness Signature		
Witness: Name & ID	Witness 1: Name: ID No:	Witness 2: Name: ID No:

The Parties choose the following domicile addresses:

The Bank at:	**The Client at:**
3rd Floor, 1 First Place	
Cnr Pritchard- & Simmonds Streets	
Johannesburg	
Marked for the attention of: FNB Commercial	Marked for the attention of:
E-mail: legalnotice.commercial@fnb.co.za	E-mail:

Preamble

This document consists of the general terms and conditions for all Credit Solutions ("**Credit Solution Agreement**") and it accordingly applies to all Credit Solutions taken up by the Client. All Credit Solutions will further be governed by the terms of the Product Solution Agreement which is specific to that Credit Solution ("**Product Solution Agreement**"). The terms and definitions contained in the Product Solution Agreement apply to this Credit Solution Agreement as if specifically incorporated herein and *vice versa*. Where applicable the terms and conditions of the Platform Rules, the FNB General Terms and Conditions, FNB Standard Terms and Conditions will apply to this Credit Solution Agreement and the Product Solution Agreement as if specifically incorporated therein. To the extent of any overlap or inconsistency between the Platform Rules, the FNB General Terms and Conditions, FNB Standard Terms and Conditions, Product Solution Agreement and this Credit Solution Agreement, the terms of the Product Solution Agreement will take precedence.

1. Interpretation

1.1. Words appearing in between "inverted commas" for the first time, are defined terms and will have that specific meaning given to them throughout the entire Credit Solution Agreement and will also have the same meaning in any subsequent Product Solution Agreements.

"Applicable Law"	includes, but is not limited to, all applicable laws (as at the date of signature hereof as amended or re-enacted from time to time), ordinances, regulations, judgments and orders of any competent court, central bank or governmental agency or authority in any relevant jurisdiction
"Bank"	FirstRand Bank Limited (1929/001225/06), a public company and registered bank with limited liability duly incorporated and registered in accordance with the laws of South Africa, and any of its Subsidiaries (as defined in the Companies Act) and divisions from time to time
"Client/s"	all the entities/persons to whom Credit Solutions are made available by the Bank and may include multiple Clients, who will be jointly and severally liable for their obligations to the Bank under such Credit Solutions
"Break Costs"	• any reasonable third-party costs incurred by the Bank in preparing a Product Solution Agreement for the Client/s and/or any Security Documents (including the costs incurred to vest the concomitant security rights) and includes, without limitation, bond costs, statutory fees, legal costs and the like; • any costs, loss or reduced receipts which the Bank may incur or sustain in relation to the termination or modification of any hedging arrangements on account of any funds borrowed, contracted for or utilised to fund any amount payable or advanced under a Credit Solution; and • a break fee that is determined in line with the specific Product Solution Agreement
"Change in Law"	any implementation, introduction, abolition, withdrawal or variation of any Applicable Law, published practice or concession or official directive, ruling, request, notice, announcement (including but not limited to any budget speech), guideline by any government entity (whether or not having the force of law) or any change in any interpretation, or the introduction or making of any new or further interpretation, or compliance with any new or different request or direction (in either case whether or not having the force of law) from any government entity

"Companies Act"	the Companies Act, Act No. 71 of 2008
"Credit Solution"	one or more of the following products which the Client can avail of provided that the Bank's requirements have been fully met and **Credit Solutions** shall have a similar meaning: • short-term direct facility, e.g. overdraft (including CFC overdrafts and any trade facilities), FNB Business Credit Card, FNB Fleet Card, uncommitted (call loan) facility, general banking facility, production facilities, pre-plant facilities • long term loans including Islamic credit facilities, residential and commercial development facilities, leveraged finance light term loans, excluding leveraged finance term loans, principal investment term loans, syndicated lending facilities, preference share facilities and any other bespoke long term loan facilities • single invoice discounting facility • debtor finance facility • pre-settlement facility: FOREX – forward exchange contracts • short-term and long-term guarantee facilities • settlement facility • asset finance facility
"Dispose"	any sale, transfer, cession, assignment, lease, alienation, donation, renunciation, surrender, waiver, relinquishment, exchange or other disposal of any nature whatsoever, and "**Disposal**" shall have a corresponding meaning
"Encumbrance"	• any mortgage, pledge, lien, assignment or cession conferring security, hypothecation, security interests, preferential right or trust arrangement or other encumbrance securing any obligation of any person; • any arrangement under which money or claims to, or for the benefit of, a bank or other account may be applied, set-off or made subject to a combination of accounts so as to effect discharge of any sum owed or payable to any person; • any other type of preferential agreement or arrangement (including any title transfer and retention arrangement), the effect of which is the creation of security
"Events of Default"	collectively, (1) the events set out in clause 8 under the heading "**Events of Default**" and (2) any other event or events expressly referred to in the Product Solution Agreement as constituting an event of default, and "**Event of Default**" means any of them
"Fees"	the fees payable by the Client to the Bank on account of the provision of the Credit Solution and which will be indicated in the Product Solution Agreement for that specific Credit Solution
"Group/Group Member"	• If the Client is a company: that company, its subsidiaries and/or co-subsidiaries (as defined in the Companies Act, 2008) as well as associate companies, as the case may be; • If the Client is a close corporation, trust or any other entity or body which is not a natural person: that close corporation, trust or other entity or body, any companies as well as any other body or entity which is not a natural person, under its control (in relation to companies **"control"** has the meaning set forth in the Companies Act, 2008).

	• If a Subsidiary or other Group Member(s) is authorised to use the Facility, any reference to the Client/s will be a reference also to such Subsidiary(ies) and/or Group Member(s), and, a reference to Client in the singular will also include the plural.
"Interest Rate"	the rate at which the Credit Solution shall bear interest and is measured as a variable interest rate which shall have the Prime Rate as its base, unless the Interest Rate is specifically indicated as a fixed interest rate in any Product Solution Agreement
"Material Adverse Effect"	The Client acknowledges that the Bank is providing the Credit Solution based on the financial position and present circumstances of the Client and the applicable security as well as the industry and environment within which it/they operate and a Material Adverse Effect is the occurrence of any event, circumstance or matter or combination of events, circumstances or matters which, in the sole opinion of the Bank, has or will have or would be likely to have a materially adverse effect or impact on – • the ability of the Client or any Security Provider to comply with any of its or their obligations (financial or otherwise) under this agreement and/or the Security Documents and/or the Product Solution Agreements to which it is or they are a party; • the business, operations, property, condition (financial or otherwise) or prospects of the Client or any Security Provider, and includes any substantial restructuring, disposal of material assets or arrangement; • the legality and/or validity and/or enforceability of the agreement and/or the Security Documents and/or the Product Solution Agreement and/or the rights and/or remedies of the Bank thereunder
"Parties"	the Bank and the Client
"Platform"	a collection of all our offerings, products, goods, services as more fully described in the Platform Rules, including that of our agents and independent third-party service providers
"Platform Rules"	the terms and conditions accepted by the Client when the Client accesses and registers as a user on the Platform at any point in time
"Potential Event of Default"	(1) any event or the existence or occurrence of circumstances which would, (or, in the Bank's reasonable opinion, is likely to) if not remedied or altered within the applicable notice period, bring about an Event of Default.
"Prime Rate"	the publicity quoted basic rate of interest (per cent, per annum, compounded monthly in arrear and calculated on a 365 day year irrespective of whether or not the year is a leap year) from time to time published by the Bank as being its prime overdraft rate, as certified by any manager of the Bank, whose appointment and designation need not be proved
"Product Solution Agreements"	the terms applicable to the granting of and use of specific Credit Solutions provided by the Bank to the Client, which terms will take precedence over these terms should there be any overlap or inconsistency
"Product Solution Agreement Signature	the date upon which the Product Solution Agreement is signed by the Party signing last in time

Date"	
"Security Documents"	the security documents as defined in the Product Solution Agreements
"Security Providers"	the security providers as defined in the Product Solution Agreements
"Signature Date"	the date upon which this Credit Solution Agreement is signed by the Party signing last in time
"South Africa"	the Republic of South Africa;
"Standard Undertakings"	the standard undertakings given by the Client to and in the Bank's favour as set out in clause 6 (*Standard Undertakings*) and "**Standard Undertaking**" means any of them
"**Standard Warranties**"	the standard warranties given by the Client to and in the Bank's favour as set out in clause 7 (*Standard Warranties*) and "**Standard Warranty**" means any of them
"Taxes"	all taxes, charges, imposts, levies, deductions, withholdings or fees of any kind whatsoever, or any amount payable on account of or as security for any of the aforegoing by whomsoever and on whomsoever imposed, levied, collected, withheld or assessed, together with any penalties, additions, fines, surcharges or interest relating thereto, and "**Tax**" and "**Taxation**" shall be construed accordingly
"VAT"	value added tax as contemplated in the Value Added Tax Act, 89 of 1991. All amounts are quoted exclusive of value-added tax unless specified otherwise. If any amount reflected in any Product Solution Agreement is inclusive of VAT, it is recorded that in the event that there is a change in the VAT rate at any time hereafter (including where such change became effective after the Credit Solutions were approved but before this Credit Solution Agreement or any Product Solution Agreement is signed by the Client), then any such amount which reflects that VAT is included, when it becomes due and payable, shall be adjusted appropriately so that the amount shall reflect the correct VAT amount applicable at the time that it becomes due and payable.

The rules set out below will apply to this Credit Solution Agreement and to every subsequent Product Solution Agreement, unless the context suggests otherwise

1.2. Any reference to the singular includes the plural and vice versa;

1.3. Any reference to natural persons includes legal persons and vice versa;

1.4. Any reference to gender includes the other genders;

1.5. A reference to any statutory enactment or any specific section thereof shall be construed as a reference to that enactment as at the Signature Date and to that enactment as amended or substituted from time to time and to the relevant replacement section in any amended or substituted enactment.

1.6. The clause headings herein have been inserted for convenience only and shall not be taken into account in its interpretation.

1.7. The words "shall" and "will" and "must" used in the context of any obligation or restriction imposed on a party have the same meaning.

1.8. Words and expressions defined in any sub-clause shall, for the purpose of the clause of which that sub-clause forms part, bear the meaning assigned to such words and expressions in that sub-clause.

1.9. If any provision in a definition is a substantive provision conferring rights or imposing obligations on

any party, then effect shall be given to that provision as if it were a substantive clause in the body of the Agreement, notwithstanding that it is only contained in the interpretation clause.

1.10. Save as otherwise expressly provided, if any period is referred to in this Credit Solution Agreement by way of a reference to a number of days or weeks or months or other intervals, the period shall be reckoned exclusively of the first day and inclusively of the last day of the relevant interval, unless the last day falls on a day which is not a Business Day or Saturday, in which case the last day shall be the next Business Day.

1.11. This Credit Solution Agreement and any subsequent Product Solution Agreements shall be governed, interpreted and enforced in accordance with the laws of South Africa from time to time, unless specifically otherwise agreed between the Parties.

1.12. No provision of this Agreement shall (unless otherwise stipulated) constitute a stipulation for the benefit of any person (stipulatio alteri) who is not a party hereto.

1.13. The rule of construction that this Credit Solution Agreement and any subsequent Product Solution Agreement shall be interpreted against the Party responsible for the drafting thereof , shall not apply.

1.14. The use of any expression which is relevant to a process available under South African law (including "liquidation", "winding-up", "insolvency" and "judicial management") shall, if any party to this Credit Solution Agreement or any subsequent Product Solution Agreement is subject to the laws of any other jurisdiction, be interpreted as to include any equivalent or similar process under the law of that other jurisdiction.

2. Provision of Credit Solutions

2.1. The Bank may provide Credit Solutions to the Client upon the Client's request and provided that the Client has complied with the necessary credit requirements of the Bank, including the provision of security and the complying with certain suspensive conditions and post pay-out conditions imposed on the Client by the Bank.

2.2. In the event that Credit Solutions are granted, the Client will be required to sign the relevant Product Solution Agreement applicable to that specific Credit Solution and the terms of this Credit Solution Agreement will apply to that Product Solution Agreement as if specifically incorporated therein. Should there be any overlap or inconsistency between the terms of this Credit Solution Agreement and any subsequent Product Solution Agreement, then the terms of the Product Solution Agreement will take precedence over these terms.

3. Repayment Section

3.1. **Payment dates**: Unless expressly otherwise agreed in writing, where a Credit Solution is repayable on demand, the Bank may at any time, by written notice:

3.1.1. demand immediate repayment and/or performance by the Client of all amounts and/or all obligations to the Bank under the Credit Solution; and/or

3.1.2. immediately terminate the Credit Solution..

3.2. The Client shall be obliged to immediately repay all amounts under the Credit Solution and/or to immediately perform all its obligations under the Credit Solution, as the case may be, however the Bank may in its discretion defer repayment or performance by the Client of its obligations or termination of the Credit Solution to such later date as may appear in the notice.

3.3. **Term**: Where a Credit Solution is granted for a specific period, the Client must make payment on the date/s stated in the Product Solution Agreement.

3.4. **Allocation**: All payments and/or money received may be applied firstly to settle the Bank's costs and fees, then to penalty interest (if any), then to interest, and the balance (if any), towards the principal amount. The oldest/longest outstanding principal debt will be settled first. Despite these provisions the Bank's may in its sole discretion appropriate all payments and/or money received as the Bank deems fit.

4. Variation of this Credit Solution Agreement

4.1. We may change or update this Credit Solution Agreement at any time. Changes may be required for reasons including (1) new regulations or regulator guidance has been introduced, or existing regulations or regulator guidance have changed; (2) we have updated or changed our Interfaces or Solutions; (3) we have introduced new ways in which to combat fraud; or (4) there have been changes in technology or our processes or industry standards.

4.2. Where the changes are material (that is, any changes that have a significant impact on you including on your rights, changes that could lead to a penalty to you or that change the relationship between us), we will notify you of the changes via the Interface or by sending a notice to you, for example a letter, e-mail, SMS or push notification.

4.3. The date at the top of this Credit Solution Agreement will indicate which version is current.

5. Withdrawal of Credit Solution

5.1. The Bank shall be entitled to withdraw from the Credit Solution by written notification to the Client, or to review the Credit Solution in terms of normal credit assessment procedure and approval at any time prior to draw down of the Credit Solution by the Client, if, in the Bank's sole opinion:

5.1.1. any incorrect or misleading information is furnished to the Bank; or

5.1.2. any relevant fact or information, which would have had an effect on the Bank's decision to grant the Credit Solution , has been withheld from, or becomes known to the Bank; or

5.1.3. there is a Material Adverse Effect; or

5.1.4. the Client fails to provide the necessary information required in terms of the Financial Intelligence Centre Act No. 38 of 2001, (and any related law, ruling, regulations or guidelines), or the Bank is unable to verify the information required by it.

5.2. In any such event, the Bank shall be entitled to levy any Break Costs (if any) that the Bank may have incurred, which amounts shall be payable by the Client on demand from the Bank.

6. Standard Undertakings

For the duration of the period which commences on the Product Solution Agreement Signature Date and which terminates on the date upon which the Credit Solution is settled in full, the Client gives the undertakings contained in clause 6 below to the Bank. Each of these undertakings is (1) separate and distinct, (2) shall not be qualified by or limited with reference to any other undertaking and (3) is material.

6.1. **Negative Undertakings** - the Client shall not without the Bank's prior written consent:

6.1.1. create or permit to subsist any Encumbrance over, or Dispose of, whether by one or more transactions or series of transactions (whether related or not and whether voluntarily or involuntarily) any of the Client's present or future assets except (1) as a part of the normal conduct in the ordinary course of the Client's business or (2) for any security which has been provided by the Client in respect of a Credit Solution;

6.1.2. acquire any assets or any interest in, or amalgamate with, any other company or other party whatsoever except if such acquisition or amalgamation is a result of or done pursuant to a specific Credit Solution;

6.1.3. incur any borrowings, liability or other indebtedness (other than pursuant to the Product Solution Agreement and/or the Security Documents) provided that the condition contained in this clause shall not be construed as a prohibition on the incurral of credit from trade creditors as part of the normal conduct in the ordinary course of the Client's business;

6.1.4. give any financial assistance, make any loans or grant or extend any credit or give any guarantee, suretyship or indemnity (except as required in the Product Solution Agreement and/or Security Documents) to or for the benefit of any person or otherwise voluntarily assume any liability, whether actual or contingent, in respect of any obligation of any other person, provided that the condition contained in this clause shall not be construed as a prohibition on the provision of credit given by the Client to its trade debtors or employees (but not directors or shareholders/members) as part of the normal conduct in the ordinary course of the Client's business;

6.1.5. distribute, as defined in section 1 of the Companies Act, (without prejudice to any other rights the Bank may have as a result of such Event of Default), any amounts of any nature whatsoever to its shareholders (including a preference shareholder) members whether or not such distributions amount to dividends as defined in section 1 of the Income Tax Act, 1962 (Act 58 of 1962) or otherwise, or redeem any preference shares or repay or apply set-off to any interest on any loan account or repay or apply set-off to any loan accounts (whether in whole or in part) it may have with any of its shareholders/members/directors or any third party;

6.1.6. amend its memorandum of incorporation and articles of association (or, after the implementation of the Companies Act of 2008, its Memorandum of Incorporation) or (2) founding statement, or (3) trust deed, or (4) constituting/founding document, whichever is applicable, other than to comply with the law ("**Memorandum of Incorporation**"), as the case may be;

6.1.7. become a ring-fenced company;

6.1.8. merge or consolidate with any other person or otherwise engage in any group restructuring;

6.1.9. make any change to the general nature or scope of its business as a whole from that which is carried on as at the Product Solution Agreement Signature Date;

6.1.10. change its accounting policy and practice from that which it has at the Product Solution Agreement Signature Date except to the extent to which it is necessary to do so in order to comply with generally accepted accounting principles in South Africa and with internationally accepted accounting standards.

6.2. **Positive Undertakings** – the Client shall:

6.2.1. provide the Bank with such material information in relation to the Client's financial affairs as the Bank may, on 5 (five) Business Days' written notice, reasonably require;

6.2.2. if it becomes aware of the occurrence of any facts or circumstances which may result in a Material Adverse Effect or in the occurrence of an Event of Default or a Potential Event of Default, forthwith and in writing advise the Bank of such facts and/or circumstances;

6.2.3. comply in all respects with all Applicable Laws if failure to do so could be expected to have a Material Adverse Effect;

6.2.4. forthwith notify the Bank if any litigation, arbitration or administrative proceedings are commenced against the Client if such proceedings could be expected to have a Material Adverse Effect;

6.2.5. obtain, comply with the terms of and do all that is necessary to maintain in full force and effect

all authorisations, approvals, licences and consents required in or by the laws and regulations of South Africa to enable it lawfully to enter into and perform its obligations under the Agreement, to conduct its business and affairs and to ensure the legality, validity, enforceability or admissibility into evidence in South Africa of this Agreement;

6.2.6. within 7 (seven) Business Days of receipt of a written request by the Bank, deliver documentary proof to the Bank of the obtaining by the Client of the authorisations, approvals, licences and consents envisaged in clause 6.2.5above;

6.2.7. pay all and any Taxes which it becomes obliged to pay and furnish to the Bank, within 5 (five) Business Days of a written request, documentary proof that it has done so;

6.2.8. supplement, from time to time, any information given by it to the Bank in order to ensure that such information remains complete and correct in all material respects;

6.2.9. hold its main transactional account and cash balances with the Bank (or another suitable division of the Bank), (ii) unless otherwise agreed to by the Bank in writing, conduct all of its transactional banking (such as its foreign exchange, cash solutions and merchant services requirements) with the Bank (and to the extent possible, on similar terms as those agreed with their current provider) and (iii) and shall provide the Bank with the first option on all other banking requirements. If the Client is not satisfied with the overall FNB transactional banking or the associated pricing which results in the Client moving all of its transactional banking requirements (including moving its main transactional account), the Client shall early settle the Credit Solutions and the prepayment/early settlement penalties as contemplated in the respective Product Solutions Annexures shall become due and payable.

7. Standard Warranties

7.1. The Client hereby provides the Standard Warranties contained in this clause 7below to and in favour of the Bank. Each of these Standard Warranties:

7.1.1. is separate and distinct;

7.1.2. is material;

7.1.3. has induced the Bank to enter into the Credit Solution Agreement ;

7.1.4. is given, save where otherwise indicated, as at the Signature Date and shall be deemed to have been repeated on each day that the Credit Solutions are availed of.

7.2. The Client hereby warrants that:

7.2.1. it is validly incorporated in accordance with the laws of South Africa;

7.2.2. it has not taken any corporate action nor have any proceedings been instituted or threatened against it for its winding-up, liquidation, dissolution, administration or re-organisation nor have any steps been instituted or threatened against it by its board, members or any other third party to begin business rescue proceedings and be placed under supervision under section 129(1) of the Companies Act;

7.2.3. it is not prohibited in terms of its Memorandum of Incorporation, or otherwise, from entering into the Credit Solution Agreement and/or the Product Solution Agreements and/or the Security Documents;

7.2.4. each of the Credit Solution Agreement and/or the Product Solution Agreements and/or the Security Documents is/are valid and fully enforceable against the Client in accordance with its terms;

7.2.5. it is not in breach of or in default under any other agreement to which it is a party or which is

binding on it or any of its assets, or under any of its constitutive documents, to an extent or in a manner, which may have a Material Adverse Effect;

7.2.6. all information (as supplemented from time to time) that has been made available or will hereafter be made available to the Bank by the Client in connection with the transactions envisaged in the Credit Solution Agreement and/or the Product Solution Agreements and/or the Security Documents, is and will at all times be complete and correct in all respects and does not and will not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements contained therein not misleading in light of the circumstances under which such statements were or are made;

7.2.7. all actions to be taken in order:

7.2.7.1. to enable the Client lawfully to enter into, exercise its rights under and perform and comply with its obligations under the Credit Solution Agreement and/or the Product Solution Agreements and/or the Security Documents; and

7.2.7.2. to ensure that the obligations of the Client under the Credit Solution Agreement and/or the Product Solution Agreements and/or the Security Documents are enforceable, legal and valid, have been taken;

7.2.8. no other legal suit, action, proceeding or process of or before any court, arbitrator, arbitral tribunal or governmental authority that might have a Material Adverse Effect has been commenced or, to the best of the Client's knowledge and belief, have been threatened. In addition, the Client has not received any communications from, nor is it aware of any proceedings by, any authority which could have a Material Adverse Effect;

7.2.9. no facts or circumstances have occurred which may have a Material Adverse Effect.

7.2.10. the Client has no liabilities (contingent or otherwise) that have not been disclosed by it in writing in the most recent management accounts to the Bank nor does it have any unrealised or anticipated losses arising from commitments made by it that were not disclosed;

7.2.11. the execution or delivery of the Credit Solution Agreement and/or the Product Solution Agreements by the Client and any exercise by the Client of its rights and performance of its obligations thereunder do not and shall not conflict with any:

7.2.11.1. agreement, mortgage bond, deed or other instrument to which it is a party or which is binding upon it or any of its assets;

7.2.11.2. of the Client's Memorandum of Incorporation and/or otherwise;

7.2.11.3. any Applicable Law, court order or decision by any arbitrator, arbitral tribunal or governmental authority, which is binding on the Client;

7.2.12. no Event of Default or Potential Event of Default might reasonably be expected to result from the conclusion of the Credit Solution Agreement and/or the Product Solution Agreements;

7.2.13. it has good title to all its assets and the Client has not Disposed of or Encumbered such assets, nor will the Client Dispose of or Encumber such asset save as reflected in the audited financial statements;

7.2.14. the acceptance of the Credit Solution Agreement and the Product Solution Agreements have been duly authorised by the Client and does not contravene any law or any contractual obligation binding upon it;

7.2.15. it is not in default in respect of any of its obligations in respect of money advanced and no event specified as constituting an Event of Default as set forth above has occurred and is

continuing;

7.2.16. all information supplied or to be supplied to the Bank by the Client concerning the Client's business whether contained in the Client's audited financial statements and other financial statements or accounts or otherwise, is true and correct in all material respects and will in future be true and correct in all material respects;

7.2.17. if the Client is a natural person and married in community of property and as required by law, he/she confirms that it is his/her responsibility and duty to obtain his/her spouse's written consent signed by two witnesses to enter into any Product Solution Agreement for a Credit Solution and confirm that he/she has obtained the spouse's written consent and such written consent has been stored and is available for production, upon request by the Bank, at any time. The Client further confirms that he/she will not and has not entered into a Product Solution Agreement contrary to the law and the Bank has acted reasonably in making an enquiry on whether the spouse's consent was obtained and in doing so can place reliance thereon. If the spouse disputes having given consent or if it is found that the Bank was misled in any way resulting in the conclusion of this Agreement, I/we understand that the Bank may:

7.2.17.1. lay a charge of fraud against me;

7.2.17.2. take legal steps;

7.2.17.3. seek ratification of the Product Solution Agreement from the spouse by asking him/her to provide the required written consent;

7.2.17.4. sue our joint estate for unjustly receiving the benefit of the Credit Solution;

7.2.17.5. claim restitution from the joint estate;

7.2.17.6. and hold me legally responsible (liable) on my own under the Credit Solution.

7.3. The Client further confirms that he/she gave the Bank all relevant financial information about his/her joint estate like expenses and obligations.

7.4. If the Client is a Company, then sections 44 and/or 45 (as read with sections 4 and 46) of the Companies Act or if a close corporation sections 40 and/or 52 of the Close Corporations Act, have been complied with, if relevant.

8. Events of Default

8.1. An Event of Default shall occur if any of the following events, each of which shall be severable and distinct from the others, occurs (whether or not caused by any reason whatsoever outside the control of the Client or any other person). This list is not exhaustive and additional Events of Default, relevant to a specific Credit Solution, may be included in the Product Solution Agreements:

8.1.1. the Client fails to pay any amount due in terms of a Product Solution Agreement;

8.1.2. the Client fails to comply with any of its obligations pursuant to this Credit Solution Agreement and/or the Product Solution Agreements or any of the Security Providers fail to comply with any of the terms and conditions of the Security Documents and, if such failure is capable of being remedied in terms of the applicable agreement, the Client or any of the Security Providers does not remedy such failure within the period provided for in this Credit Solution Agreement and/or the Product Solution Agreements or the Security Documents; or

8.1.3. the Client and/or Security Providers enters into any compromise, composition or arrangement with any of its/their creditors or attempts to do so; or

8.1.4. the Client and/or Security Providers cease to carry on its business in a normal and regular manner; or

8.1.5. the Client and/or Security Providers defaults in the due payment or due performance of any amount payable or obligation to be performed by the Client under any other agreement it may have with the Bank (including any other division of FirstRand Bank Limited (Registration Number 1929/001225/06)) or any other third party and which amount or which obligation the Bank, in its sole opinion, considers to be material; or

8.1.6. the Client and/or Security Providers take steps to deregister itself or is deregistered;

8.1.7. if the Client and/or Security Providers is a trust and is discharged, varied, revoked or wound up;

8.1.8. any indebtedness or obligation for monies borrowed constituting an indebtedness of the Client shall become due and payable prior to its specified maturity by reason of default, or shall not be paid when due; or

8.1.9. the Client and/or Security Providers default in the due payment of any amount falling due for payment under any suretyship or guarantee to which it is a party; or

8.1.10. the Client and/or Security Providers suffer any default judgment against them, or is refused rescission of any default judgment; or

8.1.11. the Client stop payment of any liquid document made payable to the Bank or any of its divisions; or

8.1.12. any warranty or undertaking contained (1) in clauses 6 (*Standard Undertakings*) and 7 (*Standard Warranties*) above, or (2) in any Product Solution Agreement (if applicable) is breached; or

8.1.13. it is or becomes unlawful for the Client and/or Security Providers, to perform any of their obligations under the Credit Solution Agreement and/or the Product Solution Agreements; or

8.1.14. the Client and/or Security Providers is placed under provisional or final liquidation or provisional or final judicial management or takes steps for their winding-up (whether voluntary or by court order, including acts committed by the Client as contemplated in terms of Section 81 of the Companies Act); or

8.1.15. any order of court (whether provisional or final) is granted for the winding-up or the liquidation of (as the case may be) of the Client and/or Security Providers; or

8.1.16. the Client and/or Security Providers take any action intended to commence business rescue proceedings;

8.1.17. any judgement of any court or arbitration award against the Client and/or Security Providers remain unsatisfied for a period of 10 (ten) Business Days after it has been granted against the relevant entity concerned; or

8.1.18. any asset or assets of the Client and/or Security Providers (which, in the reasonable opinion of the Bank are material given the size of the Client's businesses or balance sheets) are attached under a writ of execution and the relevant entity concerned fail to stay such execution for more than 30 (thirty) days after having been notified thereof in writing; or

8.1.19. any indebtedness of the Client and/or Security Providers is or is declared to be or is capable of being rendered due and payable before its agreed or normal maturity by reason of any actual default, event of default or the like (however described) or is not paid when due or within the applicable grace period in any agreement relating to that indebtedness or, as a result of any actual default, event of default or the like (however described), any credit facility relating to such indebtedness is or is declared to be or is capable of being cancelled or terminated before its agreed or normal expiry date, or any person otherwise entitled to use any such credit facility is

not entitled to do so; or

8.1.20. the Client and/or Security Providers commit an act which is or would, (if committed by a natural person) be an act of insolvency within the meaning of Section 8 of the Insolvency Act No 24 of 1936; or

8.1.21. if (i) the board of directors of the Client (if the Client is a company) or the members of the Client (if the Client is a close corporation) and/or board of directors of any of the Security Providers (if a company) or the members of any of the Security Providers (if a close corporation) resolve that the said party voluntarily begins business rescue proceedings and be placed under supervision under section 129(1) of the Companies Act or (ii) any steps of whatsoever nature are taken by any affected person (as defined in the Companies Act) of the Client and/or of any of the Security Providers or the board of directors or members, as applicable, of the Client and/or of any of the Security Providers with the objective of commencing business rescue proceedings; or

8.1.22. the Client and/or Security Providers is unable to or admit an inability in writing to pay its/their debts, suspends or threatens to suspend payment of all or a material part of (or of a particular type of) its/ their indebtedness to any other creditors, commences negotiations or take any other step with a view to the deferral, rescheduling or other readjustment of all (or all of a particular type of) its/their indebtedness to creditors (or of any part of such indebtedness which it/they will or might otherwise be unable to pay when due), propose or make a general assignment or an arrangement or composition with or for the benefit of its/ their creditors or a moratorium is agreed or declared in respect of or affecting all or a part of the indebtedness of the Client to the Bank; or

8.1.23. the Client repudiates this Credit Solution Agreement and/or the Product Solution Agreements or does or causes to be done any act or thing which, in the opinion of the Bank, evidences an intention to repudiate the Credit Solution Agreement and/or the Product Solution Agreements; or

8.1.24. the Client and/or Security Providers breaches or repudiates any of the Security Documents provided for any credit facilities and fails to remedy such breach or repudiation, where a remedy period is provided for; or

8.1.25. any event or series of events occur which, in the sole opinion of the Bank, may have a Material Adverse Effect; or

8.1.26. any Security Document is breached by any party thereto as provided for therein.

8.2. Upon the occurrence of an Event of Default or a Potential Event of Default, the Bank shall, in addition to and without prejudice to any other rights which it may have in terms of the Credit Solution Agreement and/or the Product Solution Agreements or in law including, without limitation, its right to claim damages, have the right, without further notice, to:

8.2.1. accelerate or place on demand payment of all amounts owing, whether in respect of principal, interest or otherwise and all such amounts shall immediately become due and payable; and/or

8.2.2. demand specific performance; and/or

8.2.3. cancel the Credit Solution and all or some of the transactions entered into pursuant to it; and/or

8.2.4. claim damages; and/or

8.2.5. claim penalty interest; and/or

8.2.6. decline any request by the Client to draw down any further monies under the Credit Solution (if applicable) or terminate the Credit Solution forthwith; and/or

8.2.7. call up and execute on any security and Security Document which it holds; and/or

8.2.8. exercise any other right or remedy available to the Bank in law or in any other agreement.

8.3. **Currency**: The Client agrees that, in case of breach, the Bank may have to sell or purchase funds, foreign currency or instruments which it was relying on the Client to deliver or acquire on due date, in the market. The Client therefore accepts liability and undertakes to pay on demand, any shortfall that may arise if the Bank sells or purchases any funds, foreign currency or instruments in the market at less than the amount payable by the Client to the Bank in repayment thereof or has to acquire such funds, foreign currency or instruments for more than the amount that was payable to the Client.

9. Taxes

9.1. Any payment whatsoever to be made by the Client to the Bank under a Product Solution Agreement or any of the Security Documents shall be made free and clear of and without deduction for or on account of any tax whatsoever unless the Client is, under Applicable Law, required to make such payment subject to the deduction or withholding of tax, in which case the amount payable by the Client in respect of which such deduction or withholding is required to be made shall be increased to the extent necessary to ensure that, after the making of the required deduction or withholding, the Bank receives and retains (free from any liability in respect of any such deduction or withholding) a net amount equal to the amount which it would have received and so retained had no such deduction or withholding been required to be made.

9.2. Without limiting the generality of clause 9.1 above, the Client indemnifies the Bank against any payment required to be made under any Applicable Law by the Bank on account of Tax (other than income tax payable by the Bank in the normal course of its business) in relation to any amount received or receivable under the Product Solution Agreements by the Bank (including, without limitation, any amount received or receivable under this clause 9.2 and against any liability imposed, levied or assessed against the Bank in respect of any such payment).

9.3. If, at any time, the Client is required under Applicable Law to make any deduction or withholding as contemplated in clause 9.1 above (or if thereafter there is any change in the rates at which or the manner in which such deductions or withholdings are calculated), then the Client shall promptly notify the Bank.

9.4. If the Client makes any payment under a Product Solution Agreement in respect of which it is required to make any deduction or withholding, it shall pay the full amount required to be deducted or withheld to the relevant taxation or other authority within the time allowed for such payment under Applicable Law and shall deliver to the Bank, within 30 (thirty) days after it has made such payment to the applicable authority, an original receipt (or a certified copy) issued by such authority evidencing the payment to such authority of all amounts so required to be deducted or withheld.

9.5. If the Client makes any payment envisaged in clause 9.4 above and if the Bank is entitled, as a result of such payment to any reduction in the amount of any Taxes payable by it, the Bank shall, within 3 (three) Business Days of receipt by it of the receipt (or copy thereof) envisaged in clause 9.4 above, pay the amount of the aforesaid reduction to the Client.

10. Notices And Domicilia Section

10.1. **Address**: The Client and the Bank choose their respective domicile addresses as per page 1 (or at such other address in South Africa of which the party concerned may notify the other in writing provided that no street address mentioned in this sub-clause will be changed to a post office box or poste restante) for all purposes regarding this Credit Solution Agreement , any Credit Solution and any Product Solution Agreement at which addresses all processes and notices regarding this Credit

Solution Agreement , any Credit Solution and any Product Solution Agreement, its breach or termination may validly be served upon or delivered to the Parties. All correspondence from the Bank will be sent to the Client's chosen domicile.

10.2. **Notices**: A notice given in terms of this Credit Solution Agreement and any Product Solution Agreement must be in writing and be delivered to the above domicile addresses, and unless the contrary is proved –

10.2.1. if delivered by hand, be deemed to have been duly received by the addressee on the date of delivery;

10.2.2. if posted by prepaid registered post, be deemed to have been received by the addressee on the 8th day after the date of posting;

10.2.3. if transmitted electronically, be deemed to have been received by the addressee on the day of dispatch.

10.3. Notwithstanding anything to the contrary, a written notice or communication actually received by one of the Parties from the other shall be adequate written notice or communication to such Party.

10.4. NOTE however that if a Group Member(s) is authorised to use the Credit Solution as per the conditions as set forth in the Product Solution Agreement, notice by the Bank to the Client will be valid notice to all such Group Members.

11. Assignment and Splitting of Claims

11.1. The Bank may cede and/or delegate any or all of its rights and/or obligations under the Credit Solution Agreement and/or the Product Solution Agreements to any third party without the Client's consent.

11.2. The Client may not cede any of its rights and/or delegate any of its obligations under the Credit Solution Agreement and/or the Product Solution Agreements.

11.3. The Client hereby consents to any splitting of claims which may arise as a result of a cession and/or delegation by the Bank as contemplated in the Credit Solution Agreement and/or the Product Solution Agreements.

12. Severability

The Parties agree that each and every provision of this Credit Solution Agreement is severable from the remaining provisions and should any provisions of the Credit Solution Agreement and/or the Product Solution Annexures be in conflict with any Applicable Law, or be held to be unenforceable or invalid for any reason whatsoever, such provision should be treated as *pro non scripto* and shall be severable from the remaining provisions of this Credit Solution Agreement and/or the Product Solution Agreements which shall continue to be of full force and effect.

13. Costs

13.1. All costs and expenses (including all legal fees, legal costs and stamp duties) together with any VAT actually incurred by the Bank in connection with (i) the negotiation, preparation, execution, delivery, modification, amendment and administration of the Credit Solution Agreement and/or Product Solution Agreement, (ii) the negotiation, preparation, execution, delivery, modification, amendment, administration, perfection and/or registration of any security (whether such security has been provided by the Client or any other Security Provider), (iii) the valuation and/or revaluation of any security and/or (iv) making use of any third party in providing any services including but not limited to the obtaining of any legal opinion and/or (v) any other matter ancillary to either (i), (ii), (iii) or (iv), shall be borne by the Client and shall be payable on demand.

13.2. The Client indemnifies the Bank against all costs and expenses, collection commission, tracing fees and

other fees or disbursements incurred by the Bank in collecting or endeavouring to collect all or any amounts owing by the Client under the Credit Solution (including legal fees and costs on the attorney and own client basis) together with any VAT incurred in or in connection with the preservation and/or enforcement of any of the rights of the Bank under the Credit Solution Agreement and/or the Product Solution Agreements.

13.3. The Client shall pay all transfer duties, registration fees and other Taxes to which the Credit Solution Agreement and/or the Product Solution Agreements are or at any time may be subject and indemnifies the Bank against any claims resulting from any failure to pay or any delay in paying such Tax.

14. Registration

The Client shall, if applicable, maintain its registration in terms of the Companies Act, shall file its annual returns and pay all fees payable in terms of the Companies Act from time to time. Should the Client fail to pay any amounts due under the Companies Act to maintain its registration as a company, it hereby authorises the Bank to (1) pay any such amounts on its behalf and the Client shall reimburse the Bank such amounts (2) debit any of the Client's accounts with such amount. The Bank shall however not be obliged to pay any such amounts.

15. Privacy Term

15.1. Your personal information (which, for the purposes of this term, includes special personal information) will be held by entities within the FirstRand Group.

15.2. To better understand the entities that form part of the FirstRand Group and how your personal information is treated, please refer to FirstRand's Privacy Notice which forms part of this privacy term. The Privacy Notice can be found on our FNB website or contact us to request a copy.

15.3. In this privacy term references to "**we**", "**us**" or "**our**" are references to the entities in the FirstRand Group, and all affiliates, associates, cessionaries, delegates, successors in title or third parties (authorised agents and contractors), when such parties are acting as responsible parties or operators in terms of applicable privacy laws, unless stated otherwise. References to privacy related terminology used in this term (such as personal information and responsible party) should also be read as to incorporate any similar terminology used in the jurisdiction in which your personal information is processed.

15.4. By accepting this Agreement or by utilising any products or services ("**Solutions**") offered by us, you acknowledge that in order to:

15.4.1. conclude and fulfil contractual terms or obligations to you;

15.4.2. comply with obligations imposed by law; or

15.4.3. to protect or pursue your, our, or a third party's legitimate interests, including offering Solutions that best meet your needs;

your personal information may be processed through centralised functions and systems across entities in the FirstRand Group and may be used for the purposes, in the manner, and with the appropriate controls as set out in our Privacy Notice.

15.5. Where it is necessary to obtain consent for processing outside of this privacy term, we will explicitly seek your consent separately.

15.6. We want to ensure that you fully understand how your personal information may be used. We have described the purposes for which your personal information may be used in detail in our Privacy Notice. We have also set out further information about accessing, correcting or objecting to the

processing of your personal information in our Privacy Notice. We strongly advise that you read our Privacy Notice, given its incorporation into your agreement with us.

15.7. If you are a juristic person (for example, a company or a trust) it may also be necessary for the FirstRand Group to obtain personal information of parties who are related to your business or activity, such as members, directors, shareholders or trustees or other related parties of the business (as applicable) and as set out in more detail in our Privacy Notice

15.8. For the purposes of the Credit Solution Agreement and/or the Product Solution Agreements, the responsible party is the party with whom you are contracting a Credit Solution, as well as other entities in the FirstRand Group, which are listed in our Privacy Notice as responsible parties. For the contact details of these responsible parties, please see our Privacy Notice.

16. Environmental Responsibility

16.1. The Client/s warrants and represents to the Bank that it is in full compliance with all applicable laws, regulations and practices relating to the protection of the environment applicable to it in each jurisdiction in which the Client conducts business (its "**Environmental Responsibility**") and hereby undertakes to continue to do so for so long as the Client is indebted to, or owes any obligations to the Bank under or in terms of this Credit Solution Agreement and/or the Product Solution Agreements.

16.2. The Client/s warrants that it is not aware of any circumstances which may prevent full compliance with its Environmental Responsibility in future.

16.3. The Client/s hereby indemnifies the Bank against any loss, damage, claims, costs or any other liability, which may arise (because of this or any other banking facility and/or the Bank having an interest in the Borrower's assets) in respect of a breach of, or a failure, by the Client to meet its Environmental Responsibility.

17. Copies and Electronic Signature

The Parties agree that a scanned or electronically reproduced copy or image of the Credit Solution Agreement and/or the Product Solution Agreements (whether signed in wet ink or electronically) will be deemed an original and may be introduced or submitted in any action or proceeding as competent evidence of the execution, terms and existence hereof, notwithstanding the failure or inability to produce or tender an original, executed counterpart of the Credit Solution Agreement and/or the Product Solution Agreements and without the requirement that the unavailability of such original, executed counterpart of the Agreement first be proven. For the avoidance of doubt, the Parties shall be entitled to electronically signing the Credit Solution Agreement and/or the Product Solution Agreements and the intentional act by either Party or both Parties of electronically signing the Credit Solution Agreement and/or the Product Solution Agreements shall be evidence of the Parties' consent to be legally bound by the Credit Solution Agreement and/or the Product Solution Agreements. The use and/or production of an electronic version of the Credit Solution Agreement and/or the Product Solution Agreements shall fully satisfy any requirement that the Credit Solution Agreement and/or the Product Solution Agreements be in writing.

18. Electronic Instruction Waiver and Indemnity

18.1. The Client may request the Bank to accept instructions from the Client by email and/or telephone. The Client hereby confirms and understands that the Bank will do so on the following basis:

18.1.1. **Check Instructions** – the Bank will not verify (check) that instructions were actually sent by the Client's duly authorised representatives using any of these indirect communication methods. The Bank will act on the instructions as if authorised persons sent them.

18.1.2. **Risk** - The Client understands that these indirect communication methods are not safe and carry greater risks than face-to-face communications or communications using the Bank's other secure non-face to face banking channels like online, cell phone or telephone banking. These risks

include, among others, the risk that the communication may be intercepted, forged, or changed without knowledge or consent or that unauthorised instructions may be sent to the Bank. The Client agrees to accept these risks.

18.2. **Indemnity** – the Bank will only agree to accept and act on instructions sent using these indirect communication methods, on condition that the Client waives its right to claims against the Bank for any loss or damage it suffers because of this. The Client shall be liable for and indemnifies and holds the Bank harmless, against any claim against the Bank for any loss or damage that it or any other person suffers because it chose, or uses, these indirect communication methods or because the Bank received or acted upon instructions which have been sent as aforesaid and which purport to have been issued or authorised by the Client. The e will be legally liable to the Bank or any party for any loss or damage because of the Client's decision to use these indirect communication methods. All liability for errors, omissions or delays in transmission, or for misinterpretation on receipt, or for any loss or damage from whatsoever cause arising, or any loss whatsoever connected with such instructions shall be borne by the Client and the Client shall hold the Bank harmless.

18.3. **Receipt** - The Client 's representatives are solely responsible for making sure that the Bank receives instructions. The Bank will only be deemed to have received an instruction once it has actually confirmed receipt in writing. The Client will be liable if an instruction is sent more than once.

19. The Bank Not Legally Responsible For Interruptions Due To Things That Occur That Are Outside Of Its Control

19.1. At certain times, the Bank can be prevented from providing banking or other services, products, or goods to the Client or fulfilling its obligations to the Client because of things that are outside of its control. This includes, but is not limited to, involuntary interruptions outside of the Bank's control such as electricity failures or blackouts or the unavailability of any telecommunications system or networks. It also includes wars, fires, floods, strikes, pandemics, epidemics or any other events outside its reasonable control. In such cases, the Bank will not be responsible for any failure to perform any of its obligations to the Client, and its obligations will be suspended, for as long as such interruptions continue.

19.2. The Bank may at its discretion give you prior notice of interruptions and changes, but the Bank has no duty to do so.

19.3. The Bank will not be legally responsible to the Client for any loss, costs, expenses, damages, or any claims, lawsuits, demands, of any kind whatsoever, whether brought by an individual or any entity, because of any service interruptions that were beyond the Bank's reasonable control.

20. General Section

20.1. **Telephone Recordings Section**: The Parties agree that:

- their telephone conversations relating to the Credit Solution Agreement and/or Product Solution Agreements, any potential transaction or regarding any transactions which if entered into by the parties would be governed by the Credit Solution Agreement and/or Product Solution Agreement, may be recorded (but no one will be obliged to record it) with or without the use of an automatic tone warning device or other notice thereof and each party further agrees to obtain any necessary consents from, and give notice to, its trading, marketing and other relevant personnel regarding such recording, and each party will be deemed to have obtained any necessary consent from, and given notice to, its trading, marketing and other relevant personnel regarding such recording; and
- the recordings and transcripts can be used as evidence in any dispute between them and will be admissible as evidence in any court for the purpose of establishing any matters pertinent to such transactions, any potential transaction or otherwise related to the Credit Solution Agreement

and/or Product Solution Agreement.

20.2. **Variation**: No variation of the terms and conditions of a Product Solution Agreement will be of any force or effect unless reduced to writing and signed by the Bank (by a duly authorised official) and the Client (each Group Member acknowledging that any such signature by the Client will also bind the Group Member). Any of the following changes will be effective on written notice to that effect by the Bank to the Client and the Product Solution Agreements will be deemed to have been validly amended:

20.2.1. permanent capital reduction,

20.2.2. waiver of any provision,

20.2.3. alteration of any provision which will make the obligations of any Obligor less onerous,

20.2.4. change in the Prime Rate,

20.2.5. change in the VAT rate.

20.3. **Indulgence**: No relaxation, indulgence or extension from time to time by the Bank to the Client and/or a Group Member will operate as an estoppel against the Bank or a waiver of any of the Bank's rights, nor will any relaxation or indulgence be deemed to be a novation hereof.

20.4. **Governing Law**: This Credit Solution Agreement and any Product Solution Agreement will be governed and interpreted by the laws of South Africa, unless otherwise specified in a Product Solution Agreement.

20.5. **Jurisdiction**: The Bank may take any proceedings against the Obligors relating to a Credit Solution in the High Court of South Africa, to which the Client submits.

20.6. **Advices**: The Client acknowledges that it has been free to secure independent legal, tax and other advice as to the nature and effect of all the provisions of this Credit Solution Agreement and any Product Solution Agreement and that it has either taken such independent legal and other advice or dispensed with the necessity of doing so.

20.7. **Certificate of Indebtedness Section**:

20.7.1. A certificate signed by any manager of the Bank (whose appointment, qualification or authority need not be proved) stating the amount of the Client's indebtedness to the Bank, Prime Rate, rates of interest and other charges applicable, shall unless the contrary is proven, be:

20.7.1.1. *prima facie* proof of the amount which the Client owes to the Bank under the Credit Solution and the matters stated therein; and

20.7.1.2. a valid liquid document in any court to obtain provisional sentence, summary judgement, or judgement for any other purpose.

21. Complaints & Contact Information Section

21.1. The Client may contact the Bank on the contact numbers reflected on its monthly statement with any queries and to report fraud or suspected fraud.

21.2. The Client must report any stolen or lost card/s, by contacting the Bank contact centre on 087 575 9406.

21.3. The Client may resolve a complaint using Alternate Dispute Resolution and to the National Finance Ombud Scheme by filing its complaint with the relevant Ombudsman with jurisdiction. The Client may also make an application to the National Finance Ombud Scheme.

21.4. The contact details for these entities are:

21.4.1. The Bank: E-mail: care@fnb.co.za Website: www.fnb.co.za; and

21.4.2. The National Financial Ombud Scheme: Physical Address: 110 Oxford Road, Rosebank, Johannesburg Share call number: 0860 800 900 E-mail Address: info@nfosa.co.za Website: www.nfosa.co.za.

21.5. The Client may contact a credit bureau regarding the information held by it which relates to these General Terms and Conditions – Credit Facilities and/or Product Solution Agreements.

21.6. The credit bureau provides the Client's credit profile and possibly a credit score on the Client's credit worthiness. The Client may contact any credit bureau to ask for information about its credit record and to correct any information that is incorrect.

21.7. The Client confirms that the Bank can share the following with the credit bureau and other divisions of the Bank:

21.7.1. Information about the Client's non-compliance with the terms and conditions of any Product Solution Agreement;

21.7.2. Information about the Client's application for credit, the opening of accounts and the Client's, or the Bank's, termination of any credit facilities.

21.8. The Bank will give the Client at least 20 Business Days' written notice before it submits adverse information (relating to the non-compliance with the terms and conditions of any credit facilities) about the Client to a credit bureau. The credit bureau will provide a credit profile of the Client which will be shared with other credit providers. The Client may contact the credit bureau, have the record disclosed and correct inaccurate information.

21.9. The Bank obtains and shares information with the following credit bureaus:

- Experian: www.experian.co.za
- TransUnion: www.mytransunion.co.za
- Xpert Decision Systems (XDS): www.splendi.co.za
- Consumer Profile Bureaus (CPB): www.consumerprofilebureau.com
- VeriCred (VCCB): www.vccb.co.za
- ITC:www.itc.co.za

23. Prevention of Criminal Activities and Termination of Customer Relationship

In this clause, references to "we", "us" or "our" are references to the entities in the FirstRand Group of companies (which includes but is not limited to FirstRand Bank Limited (Registration Number 1929/001225/06) (and acting through any of its divisions), and all affiliates, associates, cessionaries, delegates and successors in title.

The entities within the FirstRand Group of companies (as defined in the FirstRand Group Customer Privacy Notice and which can be found on the FirstRand website or you can contact us to request a copy) try to stop or prevent criminal activities including tax crimes, money laundering, terrorist financing, weapons proliferation financing and international sanctions circumvention and are obligated in terms of its regulatory requirements to start measures to prevent these.

You must use our solutions, interfaces and channels in compliance with all applicable laws and our requirements including but not limited to preventing bribery and corruption, human trafficking, money laundering, terrorist financing, weapons proliferation financing, tax crimes and avoidance, counterterrorism and local (from any country) and international sanctions.

In keeping with our legal and regulatory obligations and in line with our contractual rights, the FirstRand group of companies may:

- choose the customers we wish to do business with;
- identify risks that customers may expose the group to; and
- within our discretion, may decide whether the banking relationship should continue.

These decisions will always be carefully considered, and we will not make decisions based on grounds which are not allowed such as race, nationality, gender, or religion.

Various laws, including but not limited to the Financial Intelligence Centre Act, 2001 as amended (FICA) requires that we know and understand our customers.

We also need to manage our risk exposure, including reputational risk, in a responsible manner. To manage risk as needed, we identify and monitor any risk that our business relationships may pose to us on an ongoing basis.

As a result of this, the FirstRand group of companies can do any of the following things if we consider it necessary to do so, or domestic laws or international laws, rules, regulations, restrictions or policies require us to do so:

- We may check and confirm the identity of any customer and entity as well as that of any related persons to or acting on behalf of or involved with such customers or entities and of any recipients of funds regardless of where they bank. This includes, but is not limited to, mandated persons, directors, trustees, signatories, ultimate beneficial owners, members, shareholders and related entities or persons. We will do this at the start of the business relationship and as often as we or the law considers necessary thereafter. We may also request, check and confirm information related to source of funds and any other information which we may reasonably need.
- We are obligated to monitor any transactions and instructions on your solutions at the beginning and/or on a continuing basis.
- We can request further information to verify the transaction, source of funds, instruction or beneficiary before acting on any instruction or transaction in accordance with various laws. This may result in a delay in us carrying out the instruction or transaction.
- We may refuse to carry out any instruction or transaction.
- We may refuse to do business with any person or entity where we consider their behaviour or associations to be outside of our risk appetite or where they are involved in ethically sensitive activities, as determined by us.

We will not willingly and knowingly do business with any person or entity:

- that appears on any sanction list, as set out by legislation or used by us in the management of our
- risk, including any person or entity who facilitates or is involved in activities with sanctioned persons,
- deals with high-risk countries,
- who is in any way linked to any person or entity that appears on such sanction list,
- is linked to any restricted countries or the government agencies of such restricted countries as determined from time to time.

In the case of fraud, suspected fraud, or where the law requires us, we can freeze your solution or terminate the banking relationship or service, or we can decline receipt of funds or refuse to carry out any instruction or transaction without notice to you. Fraud or suspected fraud includes (but is not limited to) instances where you receive funds through misrepresentation; you allow your solution to be used by a third party for fraudulent purposes such as a mule account or you provide false or not enough information to us. Please refer to the Security Centre tab on our Apps and websites for more information on the different types of fraud.

We can terminate or temporarily restrict our relationship with you or your applicable solution (subject to the solution agreement) if we are made to do so by law or if we have reason to believe that a continued relationship will expose us to reputational, business or any other risk which may be outside of our risk appetite. Risk appetite means the level or type of risk we are prepared to accept, from time to time.

Where we choose to terminate the relationship, and to the extent permitted by law, we will provide you with reasonable notice of termination.

You may also terminate the relationship with us, or your applicable solution (subject to the solution agreement).

We will, to the extent possible, provide reasonable assistance to you to close, terminate or transfer to another bank a solution upon us receiving a request from you for us to do so. We will not impose any unreasonable barriers to you in these circumstances.

We can monitor any transactions and instructions on your solutions at inception and/or on a continuing basis.

We can place a hold on any account, facility or solution.

You agree to assist us to comply with the law and our internal risk requirements by providing us with all the information and documents we need. If you fail to do so or provide false or inadequate information or if the information you provide is outdated, we can refuse to enter into a relationship with you, refuse to carry out an instruction (including an instruction to transfer available funds and close a solution), suspend access to your participation in and the use of any rewards and/or customer benefits associated with any solution, restrict access to your solution, our channels and interfaces by placing a hold on your solution and can also terminate our relationship with you.

TAKE NOTE: TAKE NOTE: While we do our best to provide service to you, there might be certain situations beyond our control in providing these services. If we need to take actions to comply with the law, or if a foreign bank is unable to carry out an instruction due to their policies or governmental regulations, we unfortunately cannot take responsibility for any resulting loss or inconvenience to you.

IMPORTANT: Our Guide and all necessary documents containing the circumstances that may lead to our refusal to provide a solution or render a financial service, or the withdrawal, termination or closure of a solution or withdrawal or termination of a financial service, is available on our Apps and websites. Alternatively, you can contact us to request a copy. Please refer to the Legal tab on our Apps and websites to access these documents.

24. Prevention of Tax Crimes

The FirstRand Group of companies endeavors to stop or prevent any criminal activities in relation to tax crimes such as tax evasion, tax fraud, illegitimate tax avoidance and the circumvention of tax reporting. We are also required to manage our tax risk exposure, including reputational risk, in a responsible manner. To manage tax risk appropriately, we identify and monitor any tax risk that our business relationships may pose to us on an ongoing basis.

In accordance with the law and any International Agreement administered under the law, any of the companies within the FirstRand group of companies may be required by legislation or by agreement with tax authorities to obtain tax information and report certain information about you, related persons or parties or your relationship with us, including information about your transactions and solutions:

- to the South African Revenue Services (SARS) (for South Africa) or other tax authority who will then report directly to the tax authorities in other countries (where we reasonably think or are required to presume or where you have specifically indicated that you are subject to tax or might have a reporting obligation);
- to any other relevant tax authority.

If we are required to report information about you, related persons or parties or your relationship with us (or both), we may also need you to give us further information, documents or certifications about your identity, tax residence, citizenship, nationality and residency status. The obtaining of such information may be limited to certain transactions or solutions in accordance with the relevant tax laws.

If we are required to report information about your transactions, solutions or that of related persons or parties, you agree to provide additional information and documents that we need. Failure to provide this information may result in restrictions on the account activation/opening or may be required to limit/freeze any transactions on account(s) and in addition, the information may be reported to SARS (for South Africa) or other tax or revenue authorities who may in turn levy penalties. Furthermore, where tax information is not provided in respect of certain transactions, withholding taxes at the maximum withholding rate may be applied.

In the case of tax evasion, tax fraud, suspected tax evasion/fraud, illegitimate tax avoidance and the circumvention of tax reporting, or where the law forces us, we can freeze or close your solutions, or we can refuse to carry out any instruction or transaction without notice to you. Tax evasion/fraud or suspected tax evasion/fraud includes (but is not limited to) instances where you receive tax refunds through misrepresentation; you allow your solution to be used by a third party for fraudulent tax purposes such as a mule account or you provide false information to us. You agree to assist us to comply with tax laws by providing us with all the information and documents we require. If you fail to do so or provide false or inadequate information, we can refuse to enter into a relationship with you, refuse to carry out an instruction (including an instruction to transfer available funds and close a solution), suspend access to your participation in and the use of any rewards and/or customer benefits associated with any solution, restrict access to your solution by placing a hold on your solution and can also terminate our relationship with you.

22. Taxes Section

The Client shall:

- within 5 Business Days of receipt of a written request by the Bank, complete and submit the Bank's compulsory tax information form (the "FATCA/CRS Self-Certificate") to the Bank which, amongst other things, obliges the Client to inform the Bank whether or not the Client is a tax resident, registered for tax, obliged to pay tax and/or required to submit a tax return in any other country in addition to South Africa ("FATCA/CRS status") and to the extent that it is, the Client shall provide the Bank in its FATCA/CRS Self-Certificate with (i) the name of the country of issue and its (ii) tax identification number issued in that country; and
- inform the Bank in writing of any change in its FATCA/CRS status which the Client had provided in its FATCA/CRS Self-Certificate, within 30 days of such change in its FATCA/CRS Status occurring.

The Client acknowledges and understands that -

- the Bank may (in terms of, inter alia, the 'US Foreign Account Tax Compliance Act (FATCA)' and the 'Common Reporting Standard (CRS) of the Organisation for Economic Co-operation and Development') be required to supply tax related information contained in the FATCA/CRS Self-Certificate to the relevant local and international tax and regulatory authorities;
- such sharing of the Client's tax information by the Bank (as contemplated in the above clause) falls within the ambit of the Privacy Notice and the consent provided by the Client, as contemplated in clause 18 (Privacy Term) of this Agreement;
- if any of the Client's tax information (as required in the FATCA/CRS Self-Certificate) or other information required by law or agreement is outstanding (including without limitation its FATCA/CRS Status as defined in this clause 5), FirstRand Bank Limited may (amongst others) freeze all or any account/s of the Client until such time as the required information is provided.

9.14 2ND ADJUSTMENT BUDGET FOR 2025/26

File number / Verwysingsnommer: 5/1/1/1

Meeting date / Vergadering datum: 25 February 2026

Report by / Verslag deur: Manager: Financial Statements, Budget & Financial Reporting - RR Erasmus

PURPOSE OF REPORT / DOEL VAN VERSLAG

To table the 2nd Adjustment Budget for 2025/26 to Council for approval. The 2nd adjustment budget is tabled in terms of Section 28 (2)(b), Section 28(2)(d) and Section 28(2)(f) of the MFMA; and in terms of Section 23 (1) and Section 23 (2) of the Municipal Budget and Reporting Regulations (MBRR).

BACKGROUND AND DISCUSSION / AGTERGROND EN BESPREKING

Section 28 of the MFMA states the following:

"(1) A municipality may revise an approved annual budget through an adjustments budget.

"(2) An adjustments budget –

(a) must adjust the revenue and expenditure estimates downwards if there is a material under- collection of revenue during the current year;

(b) may appropriate additional revenues that have become available over and above those anticipated in the annual budget, but only to revise or accelerate spending programmes already budgeted for;

(c) may, within a prescribed framework, authorise unforeseeable and unavoidable expenditure recommended by the mayor of the municipality;

(d) may authorise the utilisation of projected savings in one vote towards spending under another vote;

(e) may authorise the spending of funds that were unspent at the end of the past financial year where the under- spending could not reasonably have been foreseen at the time to include projected roll- overs when the annual budget for the current year was approved by the council;

(f) may correct any errors in the annual budget; and

(g) may provide for any other expenditure within a prescribed framework."

Section 23 of the MBRR states the following:

"(1) An adjustments budget referred to in section 28(2)(b), (d) and (f) of the Act may be tabled in the municipal council at any time after the mid- year budget and performance assessment has been tabled in the council, but not later than February of the current year.

(2) Only one adjustments budget referred to in subregulation (1) may be tabled in the municipal council during a financial year, except when the additional revenues

contemplated in section 28 (2)(b) of the Act are allocations to a municipality in a national or provincial adjustments budget. In which case subregulation (3) applies"

The proposed 2nd adjustment budget for 2025/2026 is presented in the following documents (attached):

- 2nd Adjustment budget 2025/2026- Annexure A (Operating) & Annexure B (Capital)
- National Treasury's B Schedules- Municipal Adjustments Budget & Supporting Documentation
- WC042_2nd Adjusted Budget Report_2026_Y
- PT Grant Allocation Letter for Hessequa Municipality
- Supporting documents for In-Kind Allocations

Operating Budget

- Revenue increases from R807 340 166 to R847 377 139 (increase of R40 036 973)
- Expenditure increases from R805 898 083 to R839 183 376 (increase of R33 285 293)
- Capital Grants decreased from R62 341 400 to R55 169 275 (decrease of R7 172 125)

Description	1st Adjustment Budget	Virement	2nd Adjustment Budget
Revenue (Excl. Capital Grants)	807 340 166	40 036 973	847 377 139
Expenditure	805 898 083	33 285 293	839 183 376
Surplus/(Deficit)	**1 442 083**	**6 751 680**	**8 193 763**
Capital Grants	62 341 400	(7 172 125)	55 169 275
Surplus / (Deficit)	**63 783 483**	**(420 445)**	**63 363 038**

Revenue

Increases

- Gains on Disposal of Assets R 4 000 000
- Fines: Traffic- Service Provider (Fines issued) R 49 454 973
- Service Charges- Electricity Revenue R 2 000 000
- Library- Transfer from Sale of Goods to Transfers & Subsidies R 3 930 000
- Licences and Permits (Exchange) R 6 500
- Include budget for donations to the museum R 1 500

Decreases

- Correction of Informal Settlements Upgrading Partnership Grant (R 202 000)
- Title Deeds Restoration Grant reduction (R 3 000)
- Provincial Contribution towards the Acceleration of Housing Delivery (R 15 471 000)
- Library- Transfer from Sale of Goods to Transfers & Subsidies R 3 930 000

Total Revenue Adjustments **R40 036 973**

Expenditure

Increases

- Bulk Purchases (Electricity) R 2 000 000
- Interest Non-Current Provision Landfill Sites R 500 000
- Inventory consumed (includes water inventory, chemicals) R 2 411 543
- Debt impairment (impairment of traffic fines) R 89 800 000
- Operational Costs R 1 841 353
- Remuneration of Councillors R 349 089
- Transfers & Subsidies Paid R 6 600

Decreases

- Contracted Services (Includes Housing Grant reduction) (R 16 255 593)
- Employee Related Cost (R 739 563)
- Irrecoverable debts written off (impairment corrected) (R 46 628 136)

Total Expenditure Adjustments **R 33 285 293**

Capital Budget

- The Capital Budget is decreased from R189 560 222 to R182 378 119 (decrease of R7 182 103)

Funding	1st Adjustment Budget	Virement	2nd Adjustment Budget
CRR	77 218 822	(9 978)	77 208 844
External loans	50 000 000	0	50 000 000
Transfers & Subsidies	62 341 400	(7 811 000)	54 530 400
Public Contributions	0	638 875	638 875

TOTAAL	**189 560 222**	**(7 182 103)**	**182 378 119**

EXECUTIVE MAYORAL COMMITTEE

The item will serve at the **Executive Mayoral Committee** on **25 February 2026** and feedback will be provided in the **Council Meeting**.

COMMENTS: MUNICIPAL MANAGER / KOMMENTAAR: MUNISIPALE BESTUURDER

The contents of the report are noted and the recommendations are supported.

COMMENTS: DIRECTOR CORPORATE MANAGEMENT / KOMMENTAAR: DIREKTEUR KORPORATIEWE BESTUUR

Noted and supported.

COMMENTS: DIRECTOR FINANCIAL SERVICES / KOMMENTAAR: DIREKTEUR FINANSIËLE DIENSTE

The contents of the report are noted and the recommendations are supported.

COMMENTS: DIRECTOR DEVELOPMENT PLANNING / KOMMENTAAR: DIREKTEUR ONTWIKKELINGSBEPLANNING

The recommendations are supported.

COMMENTS: DIRECTOR TECHNICAL SERVICES / KOMMENTAAR: DIREKTEUR TEGNIESE DIENSTE

The content of the report is noted and the recommendations are supported.

COMMENTS: DIRECTOR COMMUNITY SERVICES / KOMMENTAAR: DIREKTEUR GEMEENSKAPSDIENSTE

The content of the report is noted and the recommendations are supported.

COMMENTS: MANAGER LEGAL SERVICES / KOMMENTAAR: BESTUURDER REGSDIENSTE

COMMENTS: MANAGER STRATEGIC SERVICES / KOMMENTAAR: BESTUURDER STRATEGIESE DIENSTE

COMMENTS: OTHER / KOMMENTAAR: ANDER

RECOMMENDATION / AANBEVELING

1. That Total Revenue (Excluding Capital Transfers & Contributions) increase with R40 036 973 from R807 340 166 to R847 377 139 (see Annexure A attached)
2. That Total Expenditure increase with R33 285 293 from R805 898 083 to R839 183 376 (see Annexure A attached)
3. That the capital budget is decreased by R7 182 103 from R189 560 222 to R182 378 119 (see Annexure B attached)
4. That the capital budget is financed as follows:

	R
External Loans	50 000 000
Capital Replacement Reserve	77 208 844
Transfers & Subsidies	54 530 400
Public Donations	638 875
	182 378 119

5. That all amendments in Annexures A and B be approved
6. That the Service Delivery and Budget Implementation Plan (SDBIP) be adjusted in line with the adjustment budget
7. That the 2nd Adjustment budget (2025/2026) and National Treasury B- Schedules- Municipal Adjustment Budget & Supporting Tables be sent to the National- and Provincial Treasuries as required

AGENDA ITEM APPROVED BY / AGENDA ITEM GOEDGEKEUR DEUR:

Director: Financial Services- Mr. G. Goliath

ATTACHMENTS / STAWENDE DOKUMENTE

2025/2026 2nd Adjustment Budget - Will be distributed via email

B Schedules- Will be distributed via email

Adjustment Budget Report- Will be distributed via email

PT Grant Allocation Letter for Hessequa Municipality

Supporting documents for In-Kind Allocations

2025/26 MTEF MUNICIPAL CONDITIONAL GRANT ALLOCATIONS:			
Hessequa Municipality	**2025/26 Allocation (R'000)**	**2025/26 Amendment (R'000)**	**2025/26 Amended Allocation (R'000)**
Vote 3 - Provincial Treasury	**1 050**	**-**	**1 050**
Western Cape Financial Management Capability Grant	1 050	-	1 050
Vote 9 - Environmental Affairs and Development Planning	**810**	**-**	**810**
Regional Socio-Economic Projects (RSEP) Programme – Municipal Projects	810	-	810
Vote 10 - Infrastructure	**31 082**	**(23 285)**	**7 797**
Financial Assistance to Municipalities for Maintenance and Construction of Transport Infrastructure	135		135
Human Settlements Development Grant (Beneficiaries)	21 592	(15 849)	5 743
Provincial Contribution Towards the Acceleration of Housing Delivery	7 422	(7 422)	-
Title Deeds Restoration Grant	692	(3)	689
Informal Settlements Upgrading Partnership Grant	1 241	(11)	1 230
Vote 12 - Economic Development and Tourism	**469**	**-**	**469**
Tourism Growth Fund	469	-	469
Vote 13 - Cultural Affairs and Sport	**11 794**	**-**	**11 794**
Library Service: Replacement Funding for Most Vulnerable B3 Municipalities	7 298		7 298
Community library services grant	4 496		4 496
Vote 14 - Local Government	**38 756**	**-**	**38 756**
Municipal Energy Resilience Grant	37 000	-	37 000
Municipal Water Resilience Grant	1 550	-	1 550
Thusong Service Centres Grant (Sustainability: Operational Support Grant)	150	-	150
Community Development Workers (CDW) Operational Support Grant	56		56
Total Transfers from Provincial Departments	**83 961**	**(23 285)**	**60 676**

BRUGMARK TEMPORARY STALLS **Project Costs**

	Project summary	# stalls	Planned	Actual	Variance	%		Cost per stall	
a)	Stalls in middle	32	R 29 869,00	R 246 457,11	-R 216 588,11	-725%		7 701,78	
b)	Stalls in front plus entrance	4	R 42 973,04	R 42 417,80	R 555,24	1%		10 604,45	Including Entrance
c)	Total Project	36	72842,03842	288874,91	-216032,8716	-297%		8 024,30	

Photo gallery

a) **Phase 1 - Stalls in middle on open grass**

POLES	diam	per double stall	Unit price	cost/stall	No. Stalls	TOTAL			Planned		Actual		Variance	
4.6m (4.8m)	125	2	531,83	1063,66		R	-							
3.6m	125	4	367	1468		R	-							
Poles sub total						**R**	-	**0,0%**	**R**	**22 869,00**	**R**	**36 054,00**	**-R**	**13 185,00**
TIMBER														
4.0m	228x50	6	506	3036		R	-							
2.5m	152x50	8	202,5035	1620,028		R	-							
	Bracing							alt-38x152x2.7			R	1 431,00		
	coach scre	12	12	144		R	-							
						R	-	0,0%						
SHEETING & SCREWS														
Corrugated sheets	4.0mx5.0m	40	272,3684211	10894,73684		R	-							
screws						R	2 000,00							
ridging	2.4m	2,040816327	399	814,2857143		R	-							
						R	**2 000,00**	28,6%						
Sheeting and Timber sub totaal						R	2 000,00		R	2 000,00	R	141 980,00	-R	139 980,00
CONCRETE														
0.5x0.5x0.75	0,1625	1,21875	1750	2132,8125		R	-	0,0%	R	-	R	11 723,11		
Concrete sub total									**R**	-	**R**	**11 723,11**	-R	11 723,11
GUTTERS/BOARDS														
PVC gutters		100m				R	5 000,00	71,4%	R	5 000,00	R	6 000,00	-R	1 000,00
Barge Boards											R	5 000,00	-R	5 000,00
Masshire	Scaffolding/jackhammer/ladder and Wheelbarrow										R	4 700,00	-R	4 700,00
LABOUR														
Milo		36	140	5040		R	-	0,0%	R	-	R	41 000,00	-R	41 000,00
Main Project stall in middle				**Total**		R	7 000,00	100%	R	29 869,00	R	246 457,11	-R	216 588,11

b) **Phase 2 - BRUGMARK STALLS Phase 2 Front section**

POLES	dia	per double stall	Unit price	cost/stall	No. Stalls	TOTAL		Planned	Actual	Variance
4.6m (4.8m)	125	2	-	-	8	R -				
3.6m	125	4	o		8	R -				
Poles sub total	**Already purchased**					**R** -				
TIMBER										
4.8m	228x50	2	600,00	1 200,00	4	R 4 800,00				-
2.5m	152x50	5	202,50	1 012,52	4	R 4 050,07		11 350,07	9 492,00	1 858,07
Entrance						R 2 500,00		-		-
	coach screws		12,00	-	4	R -				
						R 11 350,07		11 350,07	9 492,00	1 858,07
SHEETING & SCREWS										
Corrugated sheets	4.2mx12m		272,37	3 431,84	4	R 13 727,37		13 727,37	16 083,00	- 2 355,63
screws										
						R -				
Sheeting and Timber sub totaal						R 25 077,44		R 25 077,44	R 25 575,00	- 497,56
CONCRETE										
0.5x0.5x0.75		0		-	4	R 1 000,00		1 000,00	1 225,80	- 225,80
Concrete sub total										
GUTTERS/BOARDS										
PVC gutters						R 2 000,00		2 000,00	4 395,60	- 2 395,60
										-
Barge Boards						R 2 000,00		2 000,00		2 000,00
										-
Masshire	Scaffolding/Jackhammer/ladder and Wheelbarrow					R 2 000,00		2 000,00	2 271,40	- 271,40
casual									400,00	- 400,00
Milo	Milo					R 8 500,00		8 500,00	8 950,00	- 450,00
Total Stall in front				-	**8**	**R 40 577,44**		**R 42 973,04**	**R 42 417,80**	**555,24**

c) **Total Brugmark stall Project** **40** **R 47 577,44** **R 72 842,04** **R 288 874,91** **-R 216 032,87**

HESSEQUA

Munisipaliteit / Municipality / U Masipala

Rig alle korrespondensie aan die Munisipale Bestuurder
Address all correspondence to the Municipal Manager

Tel:(028) 713 8000
Faks / Fax: 086 4015 118
Posbus / P.O. Box 29, RIVERSDAL(E), 6670
E-pos / E-mail: info@hessequa.gov.za
www.hessequa.gov.za
Van den Bergstraat
RIVERSDAL(E)

Verw. /

Navrae/Enquiries: A. Kleynhans

9 February 2026

The Chairperson
Still Bay Paddling Club
Per e-mail: Clifton Donald <cliftondonald@lantic.net>

Dear Sir

Re: Fair market value of improvements erected by the Paddling Club

The Still Bay Paddling Club currently occupies a portion of Erf 907, Still Bay West, which is leased from Hessequa Municipality. It is noted that the Club has, at its own cost, erected a boat house on the leased municipal property.

In terms of municipal asset management requirements and applicable accounting standards, Hessequa Municipality is required to recognise and capitalise the fair market value of improvements constructed on municipal property in the municipal asset register. In order to comply with these requirements, the fair market value of the boat house improvements must be determined.

The Municipality therefore requests that the Still Bay Paddling Club appoint a suitably qualified and registered professional property valuer to determine the current fair market value of the improvements erected on the leased portion of Erf 907. The valuation report should specifically relate to the improvements only and exclude the value of the land.

Kindly submit a copy of the completed valuation report to the Municipality once available, to enable the Municipality to update its asset records accordingly.

Should you require any further information or clarification in this regard, please do not hesitate to contact me.

Albert Kleynhans
MANAGER: PROPERTY MANAGEMENT

ILSE SCHOEMAN INCORPORATED
No.9 Kameeldoring Avenue
Hartenbos
6520

Prepared by me

CONVEYANCER
ILSE SCHOEMAN
LPC MEMBERSHIP NUMBER: 89875

POWER OF ATTORNEY TO PASS TRANSFER

I, the undersigned

CORNELIA ELIZABETH JANSE VAN RENSBURG
Identity Number 6109130029088
Unmarried

do hereby nominate and appoint
ANNELE KING (LPC MEMBERSHIP NUMBER: 96184) and/or
JOLINE STEYN (LPC MEMBERSHIP NUMBER: 90999) and/or
HENDRIK PETRUS SERFONTEIN (LPC MEMBERSHIP NUMBER: 82200) and/or
MOGAMED FAIZEL BARDIEN (LPC MEMBERSHIP NUMBER: 81725) and/or
MARISA KOORTS (LPC MEMBERSHIP NUMBER: 85324) and/or
JACQUES WILLEM ODENDAAL (LPC MEMBERSHIP NUMBER: 84426) and/or
LYNNE BOTHA (LPC MEMBERSHIP NUMBER: 82076) and/or
CORNELIA SUSANNA GERSBACH (LPC MEMBERSHIP NUMBER: 87977) and/or
ARNO WATSON (LPC MEMBERSHIP NUMBER: 80234) and/or
CATHERINE ANN WARR (LPC MEMBERSHIP NUMBER: 93870) and/or
MURIEL SNYDERS (LPC MEMBERSHIP NUMBER: 97613) and/or
CONRAAD VAN LILL (LPC MEMBERSHIP NUMBER: 104215)

with power of substitution to be my true and lawful Attorney and Agent in my name, place and stead to appear at the Office of the REGISTRAR OF DEEDS at CAPE TOWN or any other competent official in the Republic of South Africa and then and there to act as my Attorney and Agent and to pass transfer to:

HESSEQUA MUNCIPALITY

the property described as:

1. ERF 1175 (A PORTION OF ERF 388) ALBERTINIA SITUATED IN THE HESSEQUA MUNICIPALITY DIVISION RIVERSDALE WESTERN CAPE PROVINCE

   IN EXTENT 933 (NINE HUNDRED AND THIRTY THREE) Square metres

   HELD BY Deed of Transfer Number T37335/2024

2. ERF 4053 (PUBLIC ROAD) (A PORTION OF ERF 388) ALBERTINIA SITUATED IN THE HESSEQUA MUNICIPALITY DIVISION RIVERSDALE WESTERN CAPE PROVINCE

   IN EXTENT 12 (TWELVE) Square metres

   HELD BY Deed of Transfer Number T37335/2024

3. ERF 4054 (PUBLIC ROAD) (A PORTION OF ERF 388) ALBERTINIA SITUATED IN THE HESSEQUA MUNICIPALITY DIVISION RIVERSDALE WESTERN CAPE PROVINCE

   IN EXTENT 12 (TWELVE) Square metres

   HELD BY Deed of Transfer Number T37335/2024

the said properties to be transferred to the Transferee, in terms of a rectification agreement entered into between the Transferee and Transferor on 21 October 2024, in terms of which no consideration is payable by the Transferee to the Transferor and in terms of which the combined value of the properties is R1 000,00 (One Thousand Rand);

and further cede and transfer the said property in full and free property to the said Transferee; to renounce all right, title and interest which the Transferor heretofore had in and to the said property, and generally, for effecting the purposes aforesaid, to do or cause to be done whatsoever shall be requisite, as fully and effectually, to all intents and purposes, as the Transferor might or could do if personally present and acting therein; hereby ratifying, allowing and confirming all and whatsoever the said Agent/s shall lawfully do or cause to be done in the premises by virtue of these presents.

Signed at Hartenbos on 21 October 2024

in the presence of the undersigned witnesses.

AS WITNESSES :

1. _____

2. _____

_____

CORNELIA ELIZABETH JANSE VAN RENSBURG

Initial bottom right
Sign p. 6

DEED OF RECTIFICATION

Entered into by and between

CORNELIA ELIZABETH JANSE VAN RENSBURG
IDENTITY NUMBER: 610913 0029 08 8
UNMARRIED

(hereinafter referred to as "the Grantor")

and

HESSEQUA MUNICIPALITY

Represented herein by ALBERTUS STEPHANUS ABRAHAM DE KLERK in his capacity as Municipal Manager of Hessequa Municipality, duly authorised hereto by virtue of a Resolution taken by the Council of Hessequa Municipality at a Special Council Meeting held on 28 April 2022

(hereinafter referred to as "the Grantee").

WHEREAS, during the subdivision of Erf 388 Albertinia, certain portions of the said property were neglected to be subdivided from the said property and to be transferred to the Grantee, and instead were erroneously included in the Remainder of Erf 388 Albertinia;

AND WHEREAS, the said error has come to the knowledge of the Grantor during the most recent transfer of the Remainder of Erf 388 Albertinia to the Grantor;

AND WHEREAS, the Grantor has undertaken to rectify, at his own expense, the said error by attending to the subdivision of the said portions and the transfer of such portions to the Grantee;

AND WHEREAS, the necessary subdivision diagrams for the said portions have been drafted accordingly by a surveyor and subsequently approved by the Surveyor-General, as indicated by figure A B C D E F on diagram S.G. No. 7364/1984, figure A B C on diagram S.G. No. 1369/2024, and figure A B C on diagram S.G. No. 1370/2024, copies of which are herewith attached, marked as "A", "B", and "C".

NOW, THEREFORE, THIS DEED OF RECTIFICATION WITNESSETH AS FOLLOWS:

AV

1. That the Grantor and the Grantee hereby agree to rectify the said error, in consequence of which the Grantor shall hereby give transfer to the Grantee and the Grantee shall receive transfer from the Grantor of the said portions, namely:

1.1 **ERF 1175 (A PORTION OF ERF 388) ALBERTINIA SITUATED IN THE HESSEQUA MUNICIPALITY**
ADMINISTRATIVE DISTRICT RIVERSDALE
WESTERN CAPE PROVINCE

MEASURING: 933 (NINE HUNDRED AND THIRTY-THREE) SQUARE METRES

1.2 **ERF 4053 (A PORTION OF ERF 388) ALBERTINIA SITUATED IN THE HESSEQUA MUNICIPALITY**
ADMINISTRATIVE DISTRICT RIVERSDALE
WESTERN CAPE PROVINCE

MEASURING: 12 (TWELVE) SQUARE METRES

1.3 **ERF 4054 (A PORTION OF ERF 388) ALBERTINIA SITUATED IN THE HESSEQUA MUNICIPALITY**
ADMINISTRATIVE DISTRICT RIVERSDALE
WESTERN CAPE PROVINCE

MEASURING: 12 (TWELVE) SQUARE METRES

(hereinafter collectively referred to as "the Portions").

2. The Grantee hereby accepts the rectification as described above, subject to the following terms and conditions:

2.1 <u>CONSIDERATION & VALUE</u>

2.2.1 No consideration shall be payable by the Grantee to the Grantor for executing this Deed of Rectification.

2.1.2 The parties declare the combined value of the Portions to be a fair value of R1,000.00 (ONE THOUSAND RAND). Although the Grantee is exempt from the payment of transfer duty as provided for in Section 9 of the Transfer Duty Act 40 of 1949, the Grantee shall be liable to pay any other form of tax which may become due and payable.

2.2 TRANSFER & COSTS

That all costs of and incidental to the negotiation, preparation, execution and registration, as well as payment of transfer duty, if any, shall be paid by the Grantor. All costs relating to obtaining clearance certificates in respect of the Portions, shall however be borne by the Grantee.

2.3 VOETSTOOTS

2.3.1 The Portions shall be transferred *voetstoots*, in the condition and as it now stands at signature hereof.

2.3.2 The Grantee indemnifies the Grantor and his agents against any claims of whatsoever nature that the Grantee may have, should it become apparent that the Portions is otherwise zoned or not suitable for his intended use of the Portions. The Portions shall be transferred subject to all conditions of title, all conditions pertaining to the Portions in terms of the applicable Town Planning Scheme, and all conditions imposed by the Local Authority.

2.3.3 The Grantor shall not be responsible for pointing out to the Grantee any surveyor pegs or beacons or any boundaries in respect of the Portions. Should the description of the Portions herein differ from the description as contained in the title deed, the latter shall prevail. If on any subsequent re-survey of the Portions, it appears that the Portions is either of greater or lesser extent than indicated in this Agreement, neither Party shall have a claim against the other in relation to such variation. The Grantor shall not profit by any excess in extent, nor shall he be liable for any deficiency in the extent which may be revealed upon any such re-survey.

2.4 OCCUPATION/POSSESSION/RISK

2.4.1 Occupation and possession of the Portions shall pass to the Grantee on the date of registration of the transfer.

2.4.2 All benefits and risk of damages in and to the Portions shall pass to the Grantee on the date of registration of the transfer, from which date the Grantee shall be liable for and shall pay all expenses in respect of the Portions, including, but not limited to, all rates, taxes, levies and insurance in respect of the Portions. The Grantee shall advance and pay the rates clearance figures issued in terms of Section 118 of the Local Government: Municipal Structures Act 117 of 1998, if any.

2.5 BREACH

2.5.1 If any party commits a breach of this Agreement and persists with such breach for more than 7 (SEVEN) days after receipt of a written notice requesting him to rectify same, then the other Party shall be entitled (but not obligated) without prejudice to any other rights or remedies which he may have in terms of this Agreement or at law, including the right to claim damages:

2.5.2 To cancel this Agreement and claim such damages as he may have sustained; or to claim immediate performance and/or payment by the defaulting party of all of his obligations in terms of this Agreement, whether or not the due date for performance shall otherwise have arrived, and claim such damages as he may have sustained.

2.6 SELECTED ADDRESSES FOR SERVICE

2.6.1 The parties hereby select the following addresses as the addresses at which they shall accept all notices, including legal notices and pleadings, for the purposes of or related to this Agreement

The Grantor:

Physical Address: 03 SIDNEY STREET, ALBERTINIA

E-mail Address: corliajansevanrensburg@yahoo.com

The Grantee:

Physical Address: Civic Centre, Vanden Berg Street, Riversdale

E-mail Address: info@hessequa.gov.za; mmpa@hessequa.gov.za

2.6.2 Any notices, including legal notices and pleadings, of whatsoever nature, to be send/served in terms of this Agreement shall be valid and effective only if given in writing.

2.6.3 Any notices, including legal notices and pleadings, of whatsoever nature, which is delivered by hand to a responsible person during ordinary business hours at the above-selected physical address, shall be deemed to have been received on the day of delivery.

2.6.4 Any notices, including legal notices and pleadings, of whatsoever nature, which is delivered by e-mail to the above-selected e-mail address, shall be deemed to have been received on the date of delivery, unless the sender receives an automated message that the e-mail has not been delivered.

2.6.5 Any party may change the above-selected addresses by giving writing notice to the other, provided that such change shall only become effective upon receipt of the notice by the addressee.

2.6.6 Notwithstanding anything to the contrary herein contained, any notices, including legal notices and pleadings, of whatsoever nature, that are actually received by a party shall be considered sufficient under this Agreement, regardless of whether or not they are delivered to the above-selected addresses.

2.7 WHOLE AGREEMENT

This Agreement constitutes the full Agreement between the parties and there are no other conditions, guarantees and/or representations, save and except those herein contained, and may only be varied if reduced to writing and signed by the parties hereto. No latitude or extension of time which may be allowed shall under any circumstances be deemed to be a waiver of rights. Any Agreement between the Grantor and Grantee to cancel, alter or add to this Agreement shall not be binding and shall be of no force or effect, unless reduced to writing and signed by the parties before witnesses.

2.8 GENERAL

2.8.1 Where in this Agreement reference is made to the singular, it includes the plural, and where reference is made to the male gender, it includes the female and neuter genders.

2.8.2 Any reference to days (other than a reference to business days), months or years shall be a reference to calendar days, months or years, as the case may be.

SIGNED at Hartenbos on this the 21st day of October 2024.

AS WITNESSES:

1. _____

2. _____ _____
The Grantor

SIGNED at Riversdale on this the 11th day of October 2024.

AS WITNESSES:

1. _____

2. _____ _____
The Grantee

X

Initial bottom right

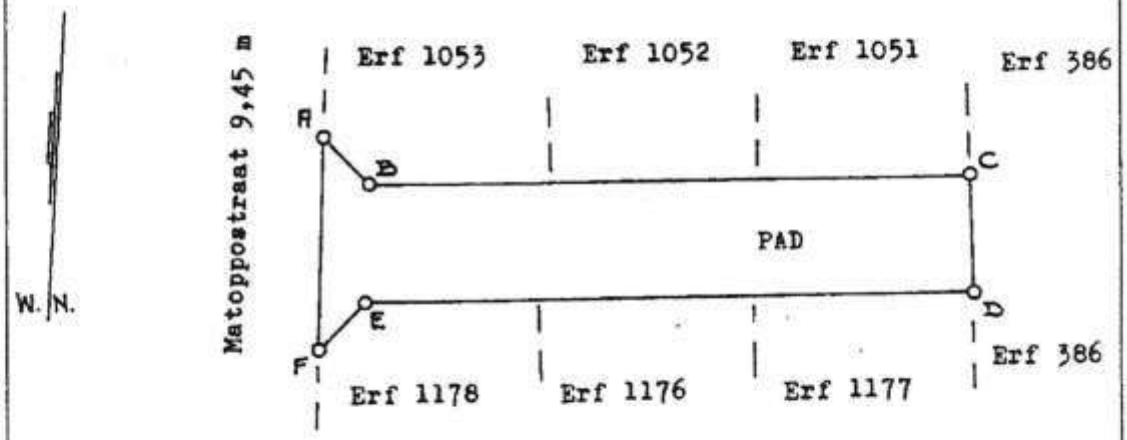
KANTOORAFSKRIF "A"

SYE METER		RIGTINGS-HOEKE		KOÖRDINATE Y	Stelsel Lo 21° X	L.G. No.
		Konstante		- 50000,00	+3780000,00	7364-84
AB	6,94	321 20 50	A	- 3 664,23	+ 6 550,74	Goedgekeur
BC	64,64	265 17 30	B	- 3 669,44	+ 6 555,35	
CD	13,00	355 17 30	C	- 3 733,87	+ 6 550,03	
DE	65,12	85 17 30	D	- 3 734,93	+ 6 562,98	Landmeter-generaal
EF	7,20	41 20 40	E	- 3 670,03	+ 6 568,33	1984-10-22
FA	23,01	177 24 00	F	- 3 665,27	+ 6 573,73	
		Riv.64(133)	Δ	- 7 446,82	+ 8 074,84	
		Riv.67(136)	Δ	- 818,20	+ 105,07	

CERTIFIED COPY FOR REGISTRATION
FOR SURVEYOR-GENERAL:
DATE: 02/09/2024

Bakens:

A.B.C.D.E.F.....12mm. Ysterpen.



Skaal 1 : 750.

Die figuur A.B.C.D.E.F.

stel voor 933 Vierkante Meter grond, synde

ERF 1175 'n Gedeelte van Erf 388 ALBERTINIA

geleë in Munisipaliteit Albertinia.

Administratiewe Distrik Riversdal. Provinsie Kaap die Goeie Hoop.

Opgemeet in Junie 1984.

deur ~~my~~ ons

Landmeter. en Landmeter

Hierdie kaart is geheg aan No. gedateer t.g.v. Registrateur van Aktes	Die oorspronklike kaart is. No. 2072/1920 geheg aan Transport/~~Grondbrief~~ No. 11535/1920	Lêer No. S/10026/29 M.S. No. E 2070/84 Komp. AK-2CC/W.43(602)

"B"

SYE METER		RIGTINGS-HOEKE		KOÖRDINATE Y Stelsel WG 21° X	
		Konstantes		+0,00	+3700000,00
AB	5,00	265 17 30	A	-53 606,80	+86 793,22
BC	7,20	41 20 40	B	-53 611,78	+86 792,81
CA	5,00	177 24 00	C	-53 607,02	+86 798,21
	Δ133	Riv 64		-57 391,86	+88 370,81
	Δ134	Riv 65		-53 998,46	+85 738,20

L.G. Nr. 1369/2024

Goedgekeur

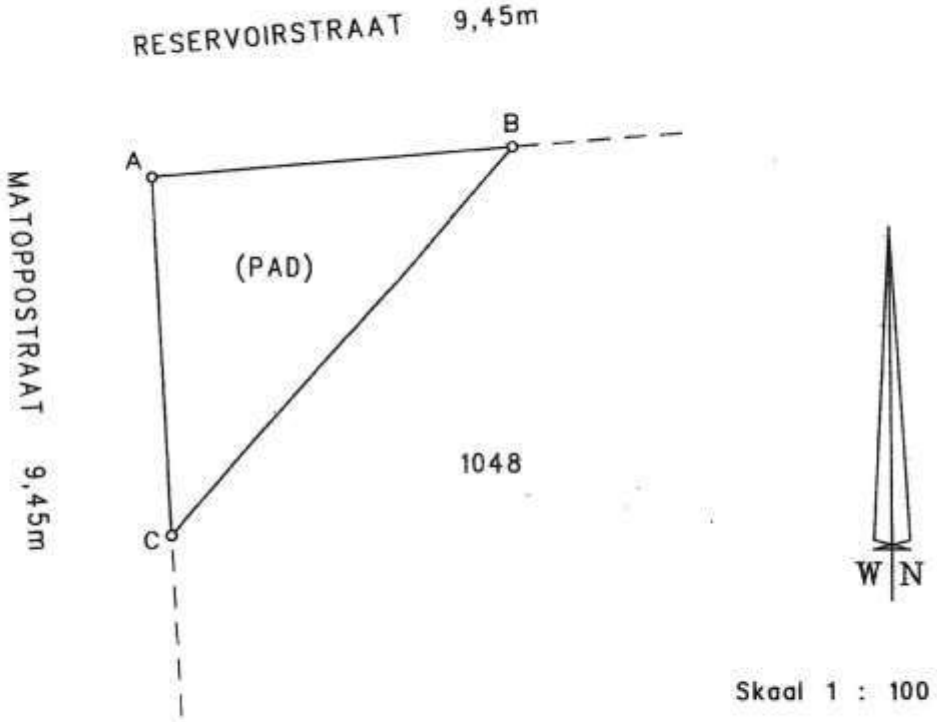
Landmeter-generaal

19-07-2024

CERTIFIED COPY FOR REGISTRATION
FOR SURVEYOR-GENERAL:
DATE: 19.07.2024

BAKENBESKRYWING

A 12mm Ysterpen in teerpad
B 12mm Boorgat in sement
C 12mm Ysterpen



Skaal 1 : 100

EXEMPT FROM PROVISIONS OF ACT 70 OF 1970 SECTION 1(a)

Exempt i.t.o Section 24(1)(e) of Municipal Land Use Planning By-Law
Ref: 15/4/8/2
Date: 18 June 2024

Die figuur A B C stel voor 12 vierkante meter grond, synde (PUBLIEKE PAD) ERF 4053 ('n gedeelte van Erf 388) ALBERTINIA

1C

geleë in die Hessequa Munisipaliteit
Administratiewe Distrik Riversdal
Provinsie Wes-Kaap

Opgemeet in Junie 2024
deur my

B. van der Walt PLS-0640-D
Professionele Landmeter

Hierdie kaart is geheg aan Nr. Datum t.g.v. Registrateur van Aktes	Die oorspronklike kaart is Nr. 2072/1920 geheg aan Transport Nr. 1920 - 42 - 11535	Lêer Nr. S/10026/29 VI Ms. Nr. SR 823/2024 Komp. AK-2CC/W43 (602) LPI C0640001

Erf 4053 Albertinia

"C"

SYE METER		RIGTINGS-HOEKE		KOÖRDINATE Y Stelsel WG 21° X	
		Konstantes		+0,00	+3700000,00
AB	6,94	311 20 30	A	-53 612,45	+86 917,70
BC	5,00	85 17 10	B	-53 617,66	+86 922,28
CA	5,00	177 24 00	C	-53 612,68	+86 922,70
	Δ133	Riv 64		-57 391,86	+88 370,81
	Δ134	Riv 65		-53 998,46	+85 738,20

L.G. Nr.
1370/2024

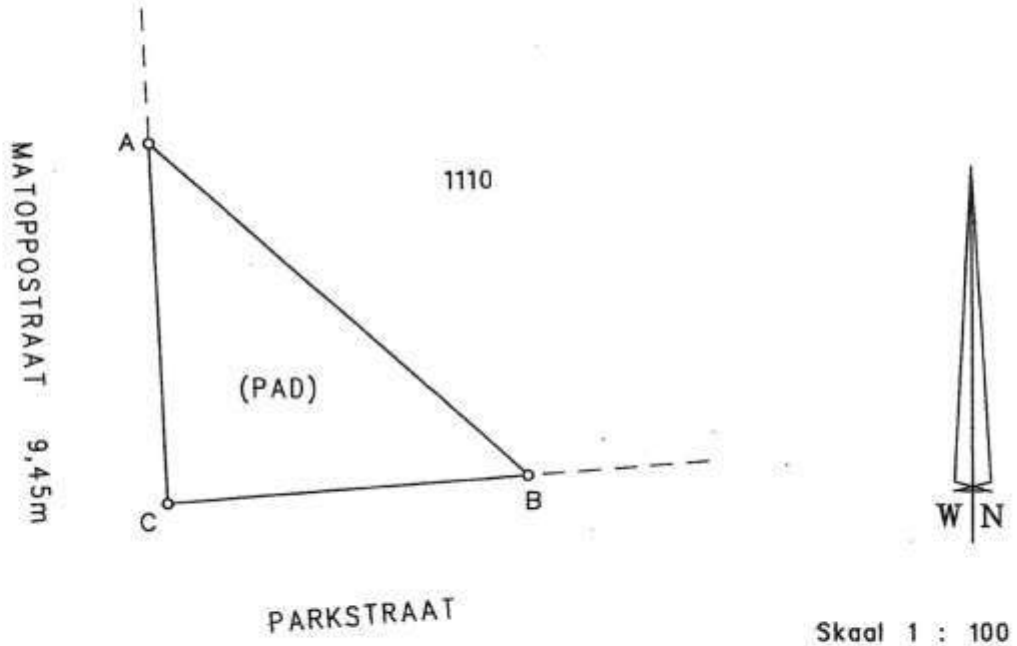
Goedgekeur

Landmeter-generaal
19-07-2024

CERTIFIED COPY FOR REGISTRATION
FOR SURVEYOR-GENERAL: [signature]
DATE: 19.07.2024

BAKENBESKRYWING

A 12mm Ysterpen by hoek van betonpilaar
B 12mm Ysterpen
C 12mm Ysterpen in teerpad



Skaal 1 : 100

EXEMPT FROM PROVISIONS OF ACT 70 OF 1970
SECTION 1(a)

Die figuur A B C stel voor 12 vierkante meter (PUBLIEKE PAD) grond, synde

ERF 4054 ('n gedeelte van Erf 388) ALBERTINIA

geleë in die Hessequa Munisipaliteit
Administratiewe Distrik Riversdal
Provinsie Wes-Kaap

Opgemeet in Junie 2024
deur my

B. van der Walt PLS-0640-D
Professionele Landmeter

Exempt i.t.o Section 24(1)(c) of Municipal Land Use Planning By-Law
Ref: 15/4/8/2
Date: 18 June 2024

Hierdie kaart is geheg aan	Die oorspronklike kaart is	Lêer Nr. S/10026/29.1
Nr.	Nr. 2072/1920 geheg aan	Ms. Nr. SR 823/2024
Datum	Transport	Komp. AK-2CC/W43 (602)
t.g.v.	Nr. 1920-42-11535	
Registrateur van Aktes		LPI C0640001

Erf 4054 Albertinia

9.15 MEMORANDUM OF AGREEMENT BETWEEN THE WITSAND NATURE RESERVE TRUST AND HESSEQUA MUNICIPALITY

File number / Verwysingsnommer: 17/11

Meeting date / Vergadering datum: 25 February 2026

Report by / Verslag deur: Manager: Environmental Management – Mr. S. Carelse

PURPOSE OF REPORT / DOEL VAN VERSLAG

For Council to take cognisance and approve the proposed Memorandum of Agreement between the Witsand Nature Reserve Trust and Hessequa Municipality.

BACKGROUND AND DISCUSSION / AGTERGROND EN BESPREKING

The Witsand Nature Reserve Trust (Trust) has been instrumental in the establishment of the Witsand Nature Reserve, as well as continuous maintenance on said reserve. The overarching committee (Witsand Nature Reserve Trust) invest much of their own resources into the reserve which and by implication the result is a lightened workload for the municipality. As such this collaboration is to the benefit of the municipality.

The proposed Memorandum of Agreement (MOA) will be for a 10year period and the Trust will be responsible for the following:

1. Maintenance and upkeep of the Witsand Nature Reserve.
2. Removal of invasive vegetation.
3. Management of the Witsand Nature Reserve’s biodiversity with the assistance of third parties.
4. Maintain pathways and benches.
5. Environmental education.
6. Appointment of organisations with expertise to assist the Trust in achieving its goals and mandate.
7. Raise funds so as to fulfil its obligations.
8. Keep financial records of all funds received and expenses incurred.
9. Maintain capital reserves so as to ensure the financial stability of the Trust.
10. Be the sole custodian of the Witsand Nature Reserve.
11. Market the Witsand Nature Reserve to the general public as an attraction to the surrounding area and community.
12. Employ seasonal workers to attend on the maintenance of the Witsand Nature Reserve.
13. Take out insurance against claims by visitors and workers.

The Municipality to be responsible for:

1. Prevention and fire management of the Witsand Nature Reserve.

2. Management of surrounding areas adjacent to the Witsand Nature Reserve so that it does not negatively affect the Witsand Nature Reserve.
3. Not to sell, alienate or dispose in any manner the Witsand Nature Reserve or part thereof of which it is the owner.
4. Ensure that the Witsand Nature Reserve is retained as a nature reserve and that the reserve is not developed or rezoned in any manner.
5. Provide guidance and assistance to the Trust as per the Annual Plan of Operations (APO).
6. Collaborate with the Trust to ensure that the Witsand Nature Reserve is maintained in accordance with the Witsand Nature Reserve Management Plan.
7. Refrain from any act or omission, that may have a negative impact on:
   (a) the objective of the Witsand Nature Reserve;
   (b) biodiversity including any naturally occurring animals and indigenous plants.

It should also be noted that the MOA stipulates that the Hessequa Municipality shall not be held responsible for any workplace injury, dispute, or claim of any person other than its own employees. The Trust therefor indemnifies and hold harmless the Municipality for any liability, loss, or damage resulting from actions or claims related to the activities of the Trust and / or contractors and / or third parties engaged by the Reserve Trust. However as owner of the Witsand Nature Reserve, the Hessequa Municipality remains responsible for any claims related fire on the reserve.

It should be noted that the proposed MOU has been presented to the **Portfolio Committee** of **16th of October 2025** (Item 5.1.5), with the following outcome:

"1. That the Committee take cognisance of the proposed Memorandum of Agreement between the Witsand Nature Reserve Trust and the Hessequa Municipality.

2. That the Memorandum of Agreement be referred to Council for approval thereof."

EXECUTIVE MAYORAL COMMITTEE

The item is tabled at the **Executive Mayoral Committee** meeting of **25 February 2026** and feedback will be given at the Council meeting on the same day.

COMMENTS: MUNICIPAL MANAGER / KOMMENTAAR: MUNISIPALE BESTUURDER

Noted.

COMMENTS: DIRECTOR CORPORATE MANAGEMENT / KOMMENTAAR: DIREKTEUR KORPORATIEWE BESTUUR

Noted.

COMMENTS: DIRECTOR FINANCIAL SERVICES / KOMMENTAAR: DIREKTEUR FINANSIËLE DIENSTE

The contents of the item and draft agreement are noted. The recommendations are supported.

COMMENTS: DIRECTOR DEVELOPMENT PLANNING / KOMMENTAAR: DIREKTEUR ONTWIKKELINGSBEPLANNING

The content of the item are noted, and the recommendations are supported.

COMMENTS: DIRECTOR TECHNICAL SERVICES / KOMMENTAAR: DIREKTEUR TEGNIESE DIENSTE

COMMENTS: DIRECTOR COMMUNITY SERVICES / KOMMENTAAR: DIREKTEUR GEMEENSKAPSDIENSTE

COMMENTS: MANAGER LEGAL SERVICES / KOMMENTAAR: BESTUURDER REGSDIENSTE

The content of the report is noted, and the recommendations are supported.

COMMENTS: MANAGER STRATEGIC SERVICES / KOMMENTAAR: BESTUURDER STRATEGIESE DIENSTE

COMMENTS: OTHER / KOMMENTAAR: ANDER

Manager: Property Management

Daar word kennis geneem van die inhoud van die verslag en die aanbevelings word ondersteun.

RECOMMENDATION / AANBEVELING

That Council approve the Memorandum of Agreement between the Witsand Nature Reserve Trust and the Hessequa Municipality.

AGENDA ITEM APPROVED BY / AGENDA ITEM GOEDGEKEUR DEUR:

Director: Development Planning – Mr H Visser

ATTACHMENTS / STAWENDE DOKUMENTE

Memorandum of Agreement

MEMORANDUM OF AGREEMENT

Made and entered into by and between

HESSEQUA MUNICIPALITY

(Hereinafter referred to as "the **Municipality**")

(A municipality duly established in terms of Local Government Municipal Structures Act 117 of 1998)

(Herein represented by Albertus Stephanus Abraham de Klerk in his capacity as **Municipal Manager** duly authorized thereto)

And

WITSAND NATURE RESERVE CONSERVATION AND EDUCATIONAL TRUST

(Hereinafter referred to as "the **Reserve Trust**")

Herein represented by Iaan van Heerden in his capacity as Chairman of the **Reserve Trust** and duly authorised thereto in terms of a motion passed by the **Reserve Trust**

1. **OBJECTIVES AND PURPOSE:**

This Memorandum of Agreement (MOA) outlines the terms under which the **Reserve Trust** and the **Municipality** will cooperate with the objective to conserve and manage the naturally occurring ecosystem embracing the vegetation and wildlife in the area defined as the Witsand Nature Reserve (see attached map marked Annexure "A").

2. **RECORDALS**

The parties record that:

2.1 The **Reserve Trust** was instrumental in establishing the Witsand Nature Reserve in that:

- establishing the legal framework for the promulgation of the Witsand Nature Reserve as a nature reserve.
- assisted with the transfer of ownership of the Witsand Nature Reserve to the **Municipality.**

2.2 The **Municipality** supported and assisted the Trust so as to:

2.2.1 take ownership of the Witsand Nature Reserve.

2.2.2 contributed within ~~the available budget~~ to the **Reserve Trust's** efforts in establishing and maintaining the Reserve and will continue to do so.

2.3 The **Reserve Trust** will jointly with the **Municipality** develop an integrated management plan that will form part of the overall management structure that is required to manage the development and well-being of the Witsand Nature Reserve.

3. DURATION OF AGREEMENT

3.1 Notwithstanding the date of signature of this agreement, the agreement shall commence on 1 December 2025 and shall remain in existence until 31 November 2035 unless the Parties agree otherwise in writing.

3.2 The **Reserve Trust** shall have the option to extend this agreement with a further period of 10 years from date of termination of this agreement by advising the **Municipality**, in writing, 6 months prior to the termination of the agreement of their intention to exercise this option.

4. RIGHTS AND RESPONSIBILITIES OF THE RESERVE TRUST

4.1 The **Reserve Trust** will be responsible for the maintenance and upkeep of the Witsand Nature Reserve and specifically to:

4.1.1 remove alien vegetation.

4.1.2 management of the Witsand Nature Reserve's biodiversity with the assistance of third parties.

4.1.3 maintain pathways and benches.

4.1.4 environmental education.

4.1.5 appointment of organisations with expertise to assist the **Reserve Trust** in achieving its goals and mandate.

4.1.6 raise funds so as to fulfil its obligations.

4.1.7 keep financial records of all funds received and expenses incurred.

4.1.8 to maintain capital reserves so as to ensure the financial stability of the **Reserve Trust.**

4.1.9 be the sole custodian of the Witsand Nature Reserve.

4.1.10 to market the Witsand Nature Reserve to the general public as an attraction to the surrounding area and community.

4.1.11 to employ seasonal workers to attend on the maintenance of the Witsand Nature Reserve.

4.1.12 Take out insurance against claims by visitors and workers.

5. RIGHTS AND RESPONSIBILITIES OF THE MUNICIPALITY

5.1 The **Municipality** shall have no formal obligation to assist the **Reserve Trust** so as to maintain the Witsand Nature Reserve.

5.2 The **Municipality** may, in its sole discretion, assist the **Reserve Trust** with:

5.2.1 manpower to maintain the paths.

5.2.2 annual financial donations.

5.2.3 providing raw materials for paths.

5.3 The **Municipality** to be responsible for:

5.3.1 the prevention and fire management of the Witsand Nature Reserve

5.3.2 management of surrounding areas adjacent to the Witsand Nature Reserve so that it does not negatively affect the Witsand Nature Reserve.

5.3.3 not to sell, alienate or dispose in any manner the Witsand Nature Reserve or part thereof of which it is the owner.

5.3.4 ensure that the Witsand Nature Reserve is retained as a nature reserve and that the Witsand Nature Reserve is not developed or rezoned in any manner.

5.3.5 provide guidance and assistance to the **Reserve Trust** as per the Annual Plan of Operations.

5.3.6 The **Municipality** shall cooperate with the **Reserve Trust** to ensure that the Witsand Nature Reserve is maintained in accordance with the Witsand Nature Reserve Management Plan.

5.3.7 The **Municipality** to refrain from any act or omission, that may have a negative impact on:

(a) the objective of the Witsand Nature Reserve;

(b) biodiversity including any naturally occurring animals and indigenous plants.

5.3.8 The **Municipality** shall not be held responsible for any workplace injury, dispute, or claim of any person other than its own employees arising from this agreement.

5.3.9 The **Reserve Trust** indemnifies and hold harmless the **Municipality** for any liability, loss, or damage resulting from actions or claims related to the activities of the **Reserve Trust** and / or contractors and / or third parties engaged by the **Reserve Trust**.

5.3.10 As owner of the Reserve, the **Municipality** remains responsible for any claims related fire in the Reserve.

6. AMENDMENTS

No amendments or consensual termination of this Agreement will be binding unless reduced to writing and signed by the Parties

7. GOOD FAITH

The Parties undertake to act in good faith at all times in pursuance of their respective roles in terms of this Agreement as well as to give effect to the spirit and intent of the Agreement.

8. CONFIDENTIALITY

The Parties undertake towards each other:

Not to disclose or otherwise reveal directly or indirectly to any third Party, any confidential information provided by one Party to the other, or otherwise acquired, particularly, contract terms, projected information, trade secrets, fees, financing arrangements, annexures, schedules, and information concerning the identity of each parties logo's, intellectual property, clients, dealers, borrowers, brokers, lenders, distributors, developers, technology owners, or their representatives, and specific individual names, addresses, principals, or telephone/fax numbers, references, technology information, and/or all other information, advised by one party to another as being confidential or privileged, without the prior specific written consent of the Party providing such information. The Party may be held liable if, through no action or fault of the latter, any of the above-mentioned confidential information is released by the owner or a third Party.

To exercise reasonable care to prevent disclosure of confidential information to any third Party, except as may be authorized in writing by the other Party, internal dissemination of the confidential information shall be limited to those employees whose duties justify their need to know such information and then only on the basis of a clear understanding by these employees of their obligations to maintain the trade secrets status of such confidential information and to restrict the use of such information solely to the use granted to the other Party under this Agreement. The Parties shall each be liable for any improper disclosure of confidential information by their employees.

While it is agreed that information of a confidential nature will not be disclosed the Trust may report on its interaction with the **Municipality** to the community to enhance cooperation and support.

9. REPRESENTATIONS

This Agreement constitutes the entire agreement between the parties regarding the subject matter hereof. No agreements, guarantees or representations, whether verbal or in writing, have been concluded, issued or made, upon which either party is relying in concluding this Agreement, unless the representation or guarantee is recorded in this Agreement.

10. APPLICABLE LAW AND COMPLIANCE WITH THE LAW

10.1 The interpretation, performance and implementation of this Agreement shall be governed by and construed in accordance with the laws of the Republic of South Africa

10.2 Without limitation of any obligations and/or rights under any law, the Parties shall comply with any other acts, regulations and nationally and/or internationally recognized standards, in which by law and practice the party is required to adhere to

11. COSTS

No cost will be payable by the **Municipality** to the **Reserve Trust** and the **Reserve Trust** will pay no cost to the **Municipality**.

Each Party shall bear its own legal costs of and incidental to the negotiation, preparation, settling, signing, and implementation of this Agreement.

12. NOTICES AND DOMICILIUM

12.1 Any notice to any party shall be addressed to it at its domicilium here under and sent by pre-paid registered post or delivered by hand.

- **HESSEQUA MUNICIPALITY**

  Civic Centre

  Van Den Bergh Street

  Riversdale

  6679

- **WITSAND NATURE RESERVE CONSERVATION AND EDUCATIONAL TRUST**

  Address:

  Chairperson

12.2 Any notice to any party shall be addressed to it at its *domicilium* aforesaid and be sent either by pre-paid registered post or be delivered by hand. In the case of any notice:

- Sent by pre-paid registered post, it shall be deemed to have been received, unless the contrary is proved, on the seventh day after posting; and;
- Delivered by hand, it shall be deemed to have been received, unless the contrary is proved, on the date of delivery, provided such date is a business day or otherwise on the next following business day;

12.3 Any notice addressed to the **Municipality** shall be required to be addressed to the Municipal Manager;

13. **BREACH**

13.1 Should either Party commit a breach of its obligations under this Agreement, the non-defaulting Party shall give the defaulting Party written notice, calling upon the defaulting Party to remedy the breach or default within a period of a calendar month. If the defaulting Party fails to remedy the breach within that period, the non-defaulting Party will be entitled to cancel this Agreement without prejudice to any other rights which the Party may have against the defaulting Party.

13.2 No cancellation of this Agreement shall be of any force or effect unless it is reduced to writing and signed by or on behalf of the parties.

14. **WHOLE AGREEMENT**

This agreement constitutes the entire agreement between the parties and no guarantee, representations or conditions which are not contained herein will be binding or will affect the validity of the terms of this agreement, unless in writing and signed by all parties thereto.

Hereby, the above parties confirm their acceptance of this Memorandum of Agreement by their signatures below:

Signed at _____ on the _____ day of _____ 20___.

_____

ALBERTUS DE KLERK

_____ _____

WITNESS **WITNESS**

Signed at _____ on the _____ day of _____ 20___.

_____

IAAN VAN HEERDEN

_____ _____

WITNESS **WITNESS**