

NON delegated powers

C02/01/2017

PROPOSAL TO PURCHASE A PORTION OF PORTION 364 OF THE REMAINDER OF THE FARM MIDDELBURG TOWN AND TOWNLANDS 287 JS

7/2/3/2 (T)

RECOMMENDATION BY THE EXECUTIVE MAYOR

1. **THAT** the report by the Acting Executive Director: Infrastructure Services, be noted.
2. **THAT** Council confirm that a portion of Portion 364 of the Remainder of the farm Middelburg Town and Townlands 287 JS is not needed to render a minimum level of basic municipal services and that the property will not be required for the municipality's own use at a later date.
3. **THAT** the Accounting Officer be authorized to alienate the identified property as an unsoliciting bidding process at no less that the market value as determined by the Director: Property and Valuation Services.
4. **THAT** the alienation of the property by way of the unsolicited process as set out in 3 above and an applicant be responsible for the bulk services and correction fees.
 - 4.1 **That** a Deed of Sale be entered into with the applicant.
 - 4.2 **That** the market value of the serviced property be determined at R11 920 000 (Eleven Million Nine Hundred and Twenty Thousand Rand) excluding VAT.
 - 4.3 **That** the property be re-valued should a transaction not be concluded within 12 months from the date of valuation (22/11/2016).
 - 4.4 **That** all costs, including but not limited to, all town planning, rezoning, subdivision, consolidation and registration costs be paid by the applicant.
 - 4.5 **That** the property be used for light commercial industries and offices only.
 - 4.6 **That** the area of the land be limited to 6 hectares.
 - 4.7 **That** a Site Development Plan be submitted to the Executive Director: Infrastructure Services for consideration before building plans can be submitted.
5. **THAT** the portion of Portion 364 of the Remainder of the farm Middelburg Town and Townlands 287 JS be de-recognized from the fixed assets register once alienated.
6. **THAT** the purchase price be paid in cash as determined by Section 47(3)(i)(aa) of the Council's Supply Chain Management Policy.
7. **THAT** the expected gain of R11 507 200,00 be recognized in the statement of financial performance.

C03/01/2017

FINANCES: SUPPLY CHAIN MANAGEMENT: QUARTERLY REPORT: REPORT FOR JULY TO SEPTEMBER 2016 (QUARTER 1)

9/2/2 (B) /dp

RECOMMENDATION BY THE EXECUTIVE MAYOR

1. **THAT** the quarterly report on the implementation of Supply Chain Management Policy of the municipality for the first quarter ending 30 September 2016 as submitted by the Executive Director: Financial Services, be noted.

C04/01/2017

SUPPLY CHAIN MANAGEMENT: MONTHLY REPORT: SECTION 40 REPORT FOR NOVEMBER 2016

9/2/2 (H)/mm

RECOMMENDATION BY THE EXECUTIVE MAYOR

1. **THAT** the report by the Executive Director: Financial Services, be noted.
2. **THAT** the monthly deviation report in terms of Section 40 of the Supply Chain Management Policy for November, be noted.
3. **THAT** the deviation report for November 2016 be reported in the annual financial statements.

C05/01/2017

LAND: APPLICATIONS TO LEASE PORTIONS OF THE REMAINDER OF PORTION 27 OF THE FARM MIDDELBURG TOWN AND TOWNLANDS 287 JS FOR BUS PARKING PURPOSES

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

[MM 113260, 117418, 117419, 117373]

RECOMMENDATION BY THE EXECUTIVE MAYOR

1. **THAT** the report by the Acting Executive Director: Corporate Services, be noted.
2. **THAT** the application by Applicant No.1 not be approved due to the reasons mentioned in the report.
3. **THAT** the Lease Agreement with Applicant No.1 that is currently running on a month-to-month basis be cancelled and that Council's attorneys be instructed to instituted legal action for the recovery of the arrear rental and Applicant No.1's eviction from the property should the lessee fail to settle the arrear account and/or vacate the property voluntarily.
4. **THAT** Council confirm that a portion of the Remainder of Portion 27 of the farm Middelburg Town and Townlands 287 JS measuring 3000m² is not needed to render the basic level of municipal services and will not be required for the Municipality's own use during the period for which the right is to be granted.

5. **THAT** the Accounting Officer be authorized to lease the property as an unsolicited bids.
6. **THAT** the application for lease of the property by Applicant No.2 be approved subject to the following conditions:
 - 6.1 **That** the outstanding rental account of Applicant No.2 be settled in full prior to the renewal or entering into of a further lease agreement;
 - 6.2 **That** the lease be limited to 3 (three) years.
 - 6.3 **That** the portion to be leased to Applicant No.2 be limited to 3000m² in extent, the allocation of which is to be done by the Town Planning and Human Settlements Department.
 - 6.4 **That** the property be used for bus parking purposes only.
 - 6.5 **That** the rental be determined at R1.00 (One Rand) per square metre per month excluding VAT until 30 June 2017, subject to an annual escalation of 8% on 01 July and reviewable 3-yearly.
 - 6.6 **That** the lease amount be reviewed should a lease agreement not be concluded within 12 months from the date of valuation (01/08/2016).
 - 6.7 **That** should the lessee require, but the property does not have access to engineering or electrical services, the bulk servicing, contribution and connection costs will be for the account of the lessee.
 - 6.8 **That** the lessee shall enter into a consumer agreement with Council for any service required or used and shall pay the necessary deposits upon signature of the consumer agreement.
 - 6.9 **That** the lessee shall be responsible for other any conceivable costs which may emanate from the lease agreement.
 - 6.10 **That** the property be leased *voetstoots* (as is).
 - 6.11 **That** the property be used for purposes of bus parking only.
 - 6.12 **That** the property be fenced off at the cost of the lessee and all activities shall take place within the borders of the leased portion.
 - 6.13 **That** no person be domiciled on the property.
 - 6.14 **That** no warranty is given by the Municipality that the premises is suitable for the intended use.
 - 6.15 **That** the lessee must maintain the leased property in a clean and hygienic state and in accordance with the applicable legislation and municipal by-laws and that the lessee shall take all the necessary precautions to prevent all types of pollution.

- 6.16 That the Municipality reserves the right to inspect the leased premises at any reasonable time.
- 6.17 That no structural addition or alteration may be made to the property without the prior written consent from Council and should any such alteration or addition be approved by Council, the Council will have no duty to reimburse the lessee for the cost or value of any structural addition or alteration that was not or could not be removed by the lessee upon termination of the lease agreement.
- 6.18 That the lessee will further indemnifies the Municipality for any claims of enrichment or damages as a result of such additions or alterations and by signing the agreement of lease will waive any *lien* or right of retention it may have as a result of such structural addition, alteration or improvement.
- 6.19 That the leased property may not be sublet, ceded, alienated or mortgaged without the prior written consent from Council.
- 6.20 That the lessee indemnifies the Municipality for any claim of damage, injuries or loss of life for damages or injuries incurred by any person allowed on the property by the lessee.
7. THAT the proposed lease of the property be advertised in terms of Section 79(18) of the Local Government Ordinance 17 of 1939 as amended, read together with Section 21 of the Municipal Systems Act 32 of 2000 as amended, Section 113 of the Municipal Finance Management Act 56 of 2003 and Section 41 of the Council's Supply Chain Management Policy.
8. THAT should Applicant No.2 fail to settle the outstanding amount within at least 3 (three) months, the Lease Agreement that has be running on a month-to-month basis not be renewed and be cancelled and that Council's attorneys be instructed to instituted legal action for the recovery of the arrear rental and Applicant No. 2's eviction from the property should the lessee fail to settle the arrear account and/or vacate the property voluntarily.

C13/01/2017

LAND: APPLICATION TO LEASE CRICKET CLUBHOUSE AT KEES TALJAARD STADIUM

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

[MM 114494]

RECOMMENDATION BY THE EXECUTIVE MAYOR

1. THAT the report by the Acting Executive Director: Corporate Services, be noted.
2. THAT Council confirm that the portion of the building known as the Cricket Clubhouse situated at the Kees Taljaard stadium is not needed to render the basic level of municipal services and will not be required for the Municipality's own use during the period for which the right to use, control or manage is to be granted.
3. THAT the Accounting Officer be authorised to alienate the property as an unsolicited bid.

4. **THAT** the application for lease of the property be approved subject to the following conditions:
- 4.1 **That** the lease be limited to 3 (three) years.
 - 4.2 **That** either party may terminate the agreement by giving 2 (two) months written notice.
 - 4.3 **That** the rental be R1 680.00 (One Thousand Six Hundred and Eighty Rand) per annum excluding VAT escalating annually on 1 July in accordance with the sundry tariff in the approved budget.
 - 4.4 **That** the lessee shall pay the necessary service connection fees, enter into the necessary service and/or consumer agreements and pay the required deposits.
 - 4.5 **That** the lessee shall be responsible for any other conceivable costs which may emanate from the lease agreement.
 - 4.6 **That** the property is leased voetstoots (as is).
 - 4.7 **That** the Municipality will be liable for the necessary maintenance of the structure only and the lessee will be liable for any other maintenance as well as repairs to the building negligently caused by its members or any other person admitted to the premises by the applicant; alternatively, the Municipality will effect such repairs, but will hold the applicant liable for the costs thereof.
 - 4.8 **That** the property be used as a venue for time trial events and for purposes of practicing sport and/or athletics related activities only.
 - 4.9 **That** no person be domiciled on the property.
 - 4.10 **That** the lessee must maintain the leased property in a clean and hygienic state and in accordance with the applicable legislation and municipal by-laws.
 - 4.11 **That** the Municipality reserves the right to inspect the leased premises at any reasonable time.
 - 4.12 **That** no structural addition or alteration may be made to the property without the prior written consent from Council and should any such alteration or addition be approved by Council, the Council will have no duty to reimburse the lessee for the cost or value of any structural addition or alteration that was not or could not be removed by the lessee upon termination of the lease agreement.
 - 4.13 **That** the leased property may not be sublet, ceded, alienated or mortgaged without the prior written consent from Council.
 - 4.14 **That** the lessee indemnifies the Municipality for any claim of damage, injuries or loss of life or damages or injuries incurred by any person allowed on the property by the lessee.
 - 4.15 **That** for the duration of the agreement, the lessee must be affiliated with and partake in the activities of the local sports federation or Council.

5. **THAT** the proposed lease of the property be advertised in terms of Section 79(18) of the Local Government Ordinance 17 of 1939 as amended, read together with Section 21 of the Municipal Systems Act 32 of 2000 as amended, Section 113 of the Municipal Finance Management Act 56 of 2003 and Section 41 of the Council's Supply Chain Management Policy.
6. **THAT** the proceeds from the lease be allocated to Vote Number 530/010 (Sports Grounds: Rental : Sports Clubs).

C14/01/2017

LAND: APPLICATION TO LEASE BUILDING SITUATED ON ERF 2086 MHLUZI AS MHLUZI POLICE STATION

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

RECOMMENDATION BY THE EXECUTIVE MAYOR

1. **THAT** the report by the Acting Executive Director: Corporate Services, be noted.
2. **THAT** Council confirm that Erf 2086 Mhluzi and the buildings thereon are not needed to render the basic level of municipal services and will not be required for the Municipality's own use during the period for which the right is to be granted.
3. **THAT** the Accounting Officer be authorised to lease the property to the applicant as an unsolicited bid.
4. **THAT** the application for lease of the property be approved subject to the following conditions:
 - 4.1 **That** the outstanding lease amount of R59 085,72 or outstanding amount at that time be paid before the renewal of the Lease Agreement is finalized.
 - 4.2 **That** the lease be limited to 3 (three) years.
 - 4.3 **That** either party may terminate the agreement by giving 3 (three) months written notice.
 - 4.3 **That** rental be determined at R16 687.21 VAT inclusive subject to an annual escalation of 6%.
 - 4.5 **That** the lessee shall enter into the necessary service and/or consumer agreements and pay any required deposits, service connection fees, as well as electricity and water consumption and any other services at the normal applicable tariff.
 - 4.6 **That** the lessee shall be responsible for any other conceivable costs which may emanate from the lease agreement, including but not limited to advertisement costs.
 - 4.7 **That** the property is leased voetstoots (as is) and no warranty is given by the Council that the premises is suitable for the intended use.
 - 4.8 **That** the property be used for purposes of a police station and related activities only.

- 4.9 **That** the lessee be liable for maintenance of the building and the municipality only maintain the structural component of the building.
- 4.10 **That** no person be permanently domiciled on the property.
- 4.11 **That** the lessee must maintain the leased property in a clean and hygienic state and in accordance with the applicable legislation, municipal by-laws and health regulations.
- 4.12 **That** the Council reserves the right to inspect the leased premises at any reasonable time.
- 4.13 **That** no structural addition or alteration may be made to the property without the prior written consent from Council, and that should any such alteration or addition be approved by Council, the Council will have no duty to reimburse the lessee for the cost or value of any structural addition or alteration that was not or could not be removed by the lessee upon termination of the lease agreement; and the lessee further indemnifies the Municipality for any claims of enrichment or damages as a result of such additions or alterations and by signing the agreement of lease waives any *lien* or right of retention it may have as a result of such structural addition, alteration or improvement.
- 4.14 **That** the leased property may not be sublet, ceded, alienated or mortgaged without the prior written consent from Council.
- 4.15 **That** the lessee indemnifies the Municipality for any claim of damage, injuries or loss of life or damages or injuries incurred by any person allowed on the property by the lessee.
5. **THAT** the proposed lease of the property be advertised in terms of Section 79(18) of the Local Government Ordinance 17 of 1939 as amended, read together with Section 21 of the Municipal Systems Act 32 of 2000 as amended, Section 113 of the Municipal Finance Management Act 56 of 2003 and Section 41 of the Council's Supply Chain Management Policy.
6. **THAT** the proceeds from the lease be allocated to Vote Number 555/090 (Fixed Property : Rental Mhluzi : Police Station).

C15/01/2016

LAND: APPLICATION TO PURCHASE A PORTION OF ERF 64/1105 EASTDENE

7/2/3/2/6 (T)/yb

[MM 116457]

RECOMMENDATION BY THE EXECUTIVE MAYOR

1. **THAT** note be taken of the report by the Acting Executive Director: Infrastructure Services.
2. **THAT** Council confirm that Portion 64 of Erf 1105 Eastdene Extension 00 measuring 174m² in extent, is not needed to render a minimum level of basic municipal services and that the property will not be required for the municipality's own use at a later stage.

3. **THAT** the Accounting Officer be authorized to alienate the property as an unsolicited bid for business purposes at the market value of R47 000.00 (Forty Seven Thousand Rand) excluding VAT.
4. **THAT** the property be re-valued should a transaction not be concluded within 12 months from the date of valuation (10/03/2016).
5. **THAT** all costs including, but not limited to, transfer costs, advertisement costs, all related town planning, subdivisional, rezoning, consolidation and registration costs involved with the transfer and/or the alienation of the property be for the account of the purchaser.
6. **THAT** a written Deed of Sale be concluded with the purchaser on condition that the land is used solely for business purposes.
7. **THAT** it be noted that the stand is not serviced and that all Engineering Service Contribution and Services connection costs be for the account of the purchaser;
8. **THAT** it be noted that should the erf be consolidated with another, only one service connection will be permitted on the consolidated erf.
9. **THAT** the applicant take note that Portion 64 of Erf 1105 Eastdene has a water line that runs through the middle of the erf and that the sale of the property will be subject to the condition that the water pipeline be rerouted at the cost of the applicant under the supervision of the Civil Engineering Services department.
10. **THAT** the proposed sale of the property be advertised in terms of Section 79 (18) of the Local Government Ordinance 17 of 1939, as amended, read together with Section 21 of the Municipal Systems Act 32 of 2000 as amended, Section 113 of the Municipal Finance Management Act 56 of 2003 and Section 41 of the Council's Supply Chain Management Policy.
11. **THAT** the expected gain of R31 514.00 be recognized in the statement of financial performance.
12. **THAT** the property be de-registered from the property, plant and equipment register once the property has been alienated.

C17/01/2017

LAND: CONDONATION OF LATE ACCEPTANCE AND CANCELLATION OF DEED OF SALE IN TERMS OF RESOLUTION C23/03/2016

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

RECOMMENDATION BY THE EXECUTIVE MAYOR

1. **THAT** Council take note of the report by the Acting Executive Director: Corporate Services.
2. **THAT** the late acceptance of Council Resolution C23/03/2016 by the applicant, as well as the subsequent formal cancellation of the Deed of Sale be condoned.
3. **THAT** Resolutions SC55/01/2014 and BA09/04/2014 be deemed rescinded.

4. **THAT** Portion 361 of the Remainder of Portion 27 of the Farm Middelburg Town and Townlands 287 JS be sold through the public bidding process for business purposes as provided for in Council Resolution C23/03/2016.

C18/01/2017

LAND: APPLICATION TO LEASE A PIECE OF LAND IN ROCKDALE FOR VEGETABLE GARDEN PURPOSES

7/2/3/2/15 (T)/yb

[MM 116021]

RECOMMENDATION BY THE EXECUTIVE MAYOR

1. **THAT** the report by the Acting Executive Director: Corporate Services, be noted.
2. **THAT** Council confirm that a 1000m² (square metres) portion of Erf 1995 Rockdale Extension 01, is not needed to render the basic level of municipal services and is not needed for the Municipality's own use during the period for which the right to use, control or manage the asset is to be granted.
3. **THAT** the Accounting Officer be authorized to lease the property as an unsolicited bid in terms of Section 41 of the Council's Supply Chain Management Policy.
4. **THAT** the application for lease of the property be approved subject to the following conditions:
 - 4.1 **That** the lease be limited to 3 (three) years.
 - 4.2 **That** a written Lease Agreement be entered into with the applicant once the applicant has signed a document indicating that the portion to be leased has been indicated to them and that the applicant is aware of the exact location thereof.
 - 4.3 **That** the portion to be leased be limited to 1000m² in extent, the final identification and allocation of which is to be done by the Town Planning and Human Settlements Department.
 - 4.4 **That** the rental be determined at R660.00 (Six Hundred and Sixty Rand) per month excluding VAT until 30 June 2016, subject to an annual escalation of 8% on 01 July and reviewable 3-yearly.
 - 4.5 **That** the lease amount be reviewed should a Lease Agreement not be concluded within 12 months from the date of valuation (10/03/2016).
 - 4.6 **That** should the lessee require, but the property does not have access to engineering, water or electrical services, the bulk servicing, contribution and connection costs will be for the account of the lessee.
 - 4.7 **That** the lessee shall enter into a consumer agreement with Council for any services required and/or used and shall pay the necessary deposits upon signature of the consumer agreement.

- 4.8 **That** the property be used for purposes of a vegetable garden / feeding scheme only.
- 4.9 **That** the property shall be fenced off by and at the cost of the lessee.
- 4.10 **That** no permanent structures may be erected on the property.
- 4.11 **That** only building plans for temporary structures be approved.
- 4.12 **That** all costs occasioned by this application and lease including, but not limited to, advertisement costs, be for the applicant's account.
5. **THAT** the proposed lease of the property be advertised in terms of Section 79(18) of the Local Government Ordinance 17 of 1939 as amended, read together with Section 21 of the Municipal Systems Act 32 of 2000 as amended, Section 113 of the Municipal Finance Management Act 56 of 2003 and Section 41 of the Council's Supply Chain Management Policy.
6. **THAT** the proceeds from the lease be allocated to Vote Number 555/020 (Fixed Property : Rental : Land).

C19/01/2017

LAND: APPLICATION FOR DONATION OF ERF 328 ROCKDALE FOR HOME BASED CARE PURPOSES

7/2/3/3 (F)/yb

[MM 103788, 121941]

RECOMMENDATION BY THE EXECUTIVE MAYOR

1. **THAT** Council take note of the report by the Acting Executive Director: Corporate Services.
2. **THAT** Council confirm that Erf 328 Mhluzi Rockdale ("the property") is not needed to provide the minimum level of basic municipal services and will not be required for the municipality's own use at a later date.
3. **THAT** the Municipal Manager be authorized to alienate the property as an unsolicited bid and for less than the fair market value subject to the following conditions:
 - 3.1 **That** although the property is donated, note be taken that the market value of the property is determined at R72 000.00 (Seventy Two Thousand Rand) excluding VAT.
 - 3.2 **That** the property be re-valued should a transaction not be concluded within 12 months from date of valuation (24/10/2016).
 - 3.3 **That** a deed of donation be concluded between Council and the applicant.
 - 3.4 **That** Council be granted permanent representation with full voting rights on the legal entity to which the erf is to be transferred.

- 3.5 **That** should the erf not be utilized for the purpose for which it was donated for a period of six (6) months or developed with a period of thirty six (36) months from the date of signing of the Deed of Donation, the erf shall revert to Council, which costs shall be for the account of the applicant.
- 3.6 **That** the proposed donation be made public in accordance with Section 21(A) of the Municipal Systems Act as well as Section 41 of Council's Supply Chain Management Policy.
- 3.7 **That** the applicant be responsible for all transfer fees, rezoning, town planning and advertisement costs as well as all costs to provide water, electricity and sewerage services (service connection fees and engineering service contribution cost) to the property.
- 3.8 **That** it be insured that the funds to develop and maintain the property is available before any Deed of Donation is entered into.
4. **THAT** the Erf 328 Rockdale be de-recognized from the inventory register once the donation is completed.
5. **THAT** the loss of R1 220,84 be recognized in the statement of financial performance.

C20/01/2017

LAND: APPLICATION TO LEASE RING BALL COURTS AND CLUBHOUSE AT KEES TALJAARD STADIUM

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

[MM 119288, 119289]

RECOMMENDATION BY THE EXECUTIVE MAYOR

1. **THAT** the report by the Acting Executive Director: Corporate Service, be noted.
2. **THAT** Council confirm that the ringball fields and clubhouse situated at the Kees Taljaard sports complex is not needed to render the basic level of municipal services and will not be required for the Municipality's own use during the period for which the right is to be granted;
3. **THAT** the Accounting Officer be authorised to lease the property as an unsolicited bid;
4. **THAT** the application for lease of the property by the Federation be approved subject to the following conditions:
 - 4.1 **That** the lease be limited to 3 (three) years.
 - 4.2 **That** either party may terminate the agreement by giving 2 (two) months written notice.
 - 4.3 **That** the rental be R2 015.00 (Two Thousand and Fifteen Rand) per annum excluding VAT until 30 June 2016, escalating annually on 1 July in accordance with the sundry tariff in the approved budget.

- 4.4 **That** the lessee shall pay the necessary service connection fees, enter into the necessary service and/or consumer agreements and pay the required deposits for any water or electricity required/used and shall pay for electricity consumption at the normal applicable tariff as reflected by the electrical meter.
- 4.5 **That** the lessee shall be responsible for any other conceivable costs which may emanate from the Lease Agreement.
- 4.6 **That** the property is leased *voetstoots* (as is).
- 4.7 **That** the Municipality will be liable for the necessary maintenance of the structure and the lessee will be liable for any maintenance as well as repairs to the building negligently caused by its members or any other person admitted to the premises by the applicant, alternatively, the Municipality will effect such repairs, but will hold the applicant liable for the costs thereof.
- 4.8 **That** the property be used as a venue for purposes of practicing the sport of ringball and related activities only.
- 4.9 **That** no person be domiciled on the property.
- 4.10 **That** the lessee must maintain the leased property in a clean and hygienic state and in accordance with the applicable legislation and municipal by-laws.
- 4.11 **That** the Municipality reserves the right to inspect the leased premises at any reasonable time.
- 4.12 **That** no structural addition or alteration may be made to the property without the prior written consent from Council and should any such alteration or addition be approved by Council, the Council will have no duty to reimburse the lessee for the cost or value of any structural addition or alteration that was not or could not be removed by the lessee upon termination of the Lease Agreement.
- 4.13 **That** the lessee further indemnifies the Municipality for any claims of enrichment or damages as a result of such additions or alterations and by signing the agreement of lease waives any *lien* or right of retention it may have as a result of such structural addition, alteration or improvement.
- 4.14 **That** the leased property may not be sublet, ceded, alienated or mortgaged without the prior written consent from Council.
- 4.15 **That** the lessee indemnifies the Municipality for any claim of damage, injuries or loss of life or damages or injuries incurred by any person allowed on the property by the lessee.
- 4.16 **That** the lessee is compelled to only permit use of the facilities by affiliated members of its federation who are based in Middelburg or the Steve Tshwete municipal area.
- 4.17 **That** the provisions of the Safety at Sports and Recreational Events Act No. 2 of 2010 should be adhered to at all times.
- 4.18 **That** game schedules and annual events should be communicated in writing to the Department: Physical Environmental Development well in advance.

- 4.19 **That** change of leadership in the club should be communicated in writing to the Department: Legal and Administration as well as the Sport office and such communication must indicate the newly elected people and provide their contact details and copies of their identity documents for record purposes.
- 4.20 **That** it be noted that Council will utilise the facilities or might hire it out from time to time.
- 4.21 **That** the lessee will be responsible for security at their own cost, as the Municipality does not offer security.
5. **THAT** the proposed lease of the property be advertised in terms of Section 79(18) of the Local Government Ordinance 17 of 1939 as amended, read together with Section 21 of the Municipal Systems Act 32 of 2000 as amended, Section 113 of the Municipal Finance Management Act 56 of 2003 and Section 41 of the Council's Supply Chain Management Policy.
6. **THAT** income from the lease be allocated to Vote Number 530/010 (Sports Grounds: Rental: Sports Club).
7. **THAT** the Lease Agreement with the Middelburg Ringball Club be cancelled with effect from 31 December 2014.
8. **THAT** the offer of R5 000.00 (Five Thousand Rand) by the Federation be accepted in full and final settlement of the arrear account of Middelburg Ringball Club up until 31 December 2014 and the remaining arrears be written-off as irrecoverable against Vote Number 945/055 (Debtors: Debt Impairment: Sundry Debtors).
9. **THAT** in the event that the settlement offer is withdrawn by the Federation for any reason whatsoever, Council's Attorneys be instructed to attempt to recover the full outstanding arrears of Middelburg Ringball Club up until 31 December 2014.
10. **THAT** should Council's Attorneys be of the view that it will not be possible or will be too costly to recover the arrears, the total arrear amount of Middelburg Ringball Club up until 31 December 2014 be written-off as irrecoverable against Vote Number 945/055 (Debtors: Debt Impairment: Sundry Debtors).
11. **THAT** the Lease Agreement with the Rhino Ringball Club not be renewed and be allowed to continue on a month-to-month basis only until the conclusion of a Lease Agreement with the Federation and they be informed accordingly.
12. **THAT** the application by the Second Applicant not be approved and the Second Applicant and all future applicants for Lease Agreements of the ringball facilities and/or clubhouse at Kees Taljaard be informed to contact the Federation for use of the facility.

C22/01/2017

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

7/2/3/2 (T)

[MM 114209]

RECOMMENDATION BY THE EXECUTIVE MAYOR

1. **THAT** the report by the Acting Executive Director: Corporate Services, be noted.
2. **THAT** Council confirm that a 666 000m² portion of the Remainder of Portion 27 of the farm Middelburg Town and Townlands 287 JS is not needed to render a minimum level of basic municipal services and that the property will not be required for the municipality's own use at a later date.
3. **THAT** the Accounting Officer be authorized to alienate a 666 000m² portion of the Remainder of Portion 27 of the farm Middelburg Town and Townlands 287 JS as an unsolicited bid at the market value as determined by the Director: Property and Valuation Services.
4. **THAT** the market value be determined at R15 650 000.00 (Fifteen Million Six Hundred and Fifty Thousand Rand) (that's approximately R23,50/m²) excluding VAT.
5. **THAT** the subject property be re-valued should a transaction not be concluded within 12 months from the date of valuation (23/06/2016).
6. **THAT** the purchase price be paid in cash as determined in terms of Section 44.3.1 of Council's Supply Chain Management Policy.
7. **THAT** all costs incidental to this transaction, including but not limited to rezoning costs, consolidation costs, subdivision costs, other town planning costs, advertisement costs and registration costs, be paid by the applicant.
8. **THAT** bulk service contributions be paid by the applicant.
9. **THAT** the environmental impact assessment be done by the applicant.
10. **THAT** the proposed sale be advertised in terms of Section 79(18) of the Local Government Ordinance 17 of 1939, as amended, read together with section 21 of the Municipal System Act 32 of 2000, as amended, Section 113 of the Municipal Finance Management Act, Act 56 of 2003 and Section 41 of Council's Supply Chain Management Policy.
11. **THAT** the expected gain of R11 067 920,00 be recognized in the statement of financial performance.
12. **THAT** the 666 000m² of the Remainder of Portion 27 of the farm Middelburg Town and Townlands 278 JS be de-registered from the property, plant and equipment register once alienated.