

C18/03/2017

**LAND: APPLICATION TO LEASE TENNIS COURTS AND CLUBHOUSE AT KEES TALJAARD STADIUM**

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

**RESOLVED BY COUNCIL**

- 1 **THAT** Council confirm that the tennis courts and clubhouse situated at the Kees Taljaard Stadium is not needed to render the basic level of municipal services and will not be required by the Municipality for its own use during the period for which the right is to be granted.
- 2 **THAT** the Accounting Officer be authorized to lease the property as an unsolicited bid.
- 3 **THAT** the application for lease of the property be approved subject to the following conditions:
  - 3.1 **That** the lease be limited to 3 (three) years;
  - 3.2 **That** the rental be R 3 720.00 (Three Thousand Seven Hundred and Twenty Rand) including VAT per annum until 30 June 2017, escalating annually on 1 July in accordance with the sundry tariff increase in the approved budget;
  - 3.3 **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.
  - 3.4 **That** the lessee shall be responsible for any other conceivable costs which may emanate from the lease agreement, including advertisement costs;
  - 3.5 **That** the Municipality will be liable for the necessary maintenance of the structure only and the lessee will be liable for any maintenance or repairs to the building negligently caused by its members or any other person admitted to the premises by the applicant, or alternatively, the Municipality will effect such repairs, but will hold the applicant liable for the costs thereof;
  - 3.6 **That** the property be used for purposes of practicing tennis and/or related activities only;
  - 3.7 **That** no person be domiciled on the property;

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- 3.8 **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;
- 3.9 **That** the Municipality reserves the right to inspect the leased premises at any reasonable time;
- 3.10 **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.
- 3.11 **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 will waive any lien or right of retention it may have as a result of such structural addition, alteration or improvement;
- 3.12 **That** the leased property may not be sublet, ceded, alienated or mortgaged without the prior written consent from Council;
- 3.13 **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; and
- 3.14 **That** for the duration of the agreement, the lessee is compelled to be affiliated with and partake in the activities of the local sports federation or Council.
- 4 **THAT** the proposed lease of the property be advertised in terms of Section 79(18) of the Local Government Ordinance 17 of 1939 as amended, read together with Section 21 of the Municipal Systems Act 32 of 2000 as amended, Section 113 of the Municipal Finance Management Act 56 of 2003 and Section 41 of the Council's Supply Chain Management Policy.
- 5 **THAT** the proceeds from the lease be allocated to vote number 530/010 (Sports Grounds : Rent : Sports Clubs).

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**C19/03/2017**

**FINANCES: VANDALISM AND DESTROYED ASSETS AT EXTENSION 5 PAY POINT**

6/1/2/2 (S)

**RESOLVED BY COUNCIL**

- 1 **THAT** Council take note of the report by the Executive Director: Financial Services on the vandalism and arson damage destroyed assets at Extension 5 pay point.
- 2 **THAT** Council note of the damage to the movable assets and building.
- 3 **THAT** the movable assets as listed under point 2 of the report by the Executive Director: Financial Services be written off from the Asset Register.
- 4 **THAT** the Extension 5 pay point be re-located to the Adelaide Tambo MPCC.
- 5 **THAT** funding be made available on the budget for shop fittings to renovate offices in a suitable pay point facility.
- 6 **THAT** the future purpose of the existing Mhluzi pay-point be considered by Council.

**C20/03/2017**

**VEHICLE ACCIDENT: DAMAGE TO COUNCIL VEHICLE - TOYOTA AVANZA: REGISTRATION NUMBER DYF 954 MP**

9/3/2 (B)/dp

**RESOLVED BY COUNCIL**

- 1 **THAT** Council take note of the write-off of the Council vehicle registration number DYF 954 MP with asset number 21539 on the fixed asset register.
- 2 **THAT** the vehicle be de-recognized and taken-off from the fixed asset register.
- 3 **THAT** the proceeds from insurance be receipted to vote 250/004 (Insurance : Claims Received : Vehicles).
- 4 **THAT** the gain or loss on de-recognition of the vehicle be included in the surplus or deficit in the statement of financial performance.
- 5 **THAT** provision be made on the adjustment budget in February 2017 to replace the vehicle.

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C32/03/2017

**MEMORANDUM OF AGREEMENT BETWEEN STEVE TSHWETE LOCAL MUNICIPALITY AND 4 SA MOTORIZED INFANTRY BATALION**

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

**RESOLVED BY COUNCIL**

- 1 **THAT** note be taken of the report by the Executive Director: Community Services.
- 2 **THAT** a Memorandum of Agreement be entered into with 4 SA MOT INF BN for the use of Council's testing grounds and live capturing units at no cost for a trial period of six (6) months.
- 3 **THAT** after expiration of the trial period, the Council may review the offer of utilizing the testing grounds at no cost and consider a nominal rental cost and longer period.
- 4 **THAT** a further report be submitted by the Executive Director: Community Services for consideration on point 3 above immediately after the expiration of the 6-month agreement.
- 5 **THAT** the Municipal Manager be delegated to negotiate and conclude a new Memorandum of Agreement with the applicant and that the following be part of the agreement:
  - 5.1 **That** before signing an agreement with the Council, 4 SA MOT INF BN must produce proof of compliance in terms of Section 24 of National Road Traffic Act, 93 of 1996.
  - 5.2 **That** the 4 SA MOT INF BN and/or Department of Defence will be held liable for any loss or damages the Council may suffer as a result of the usage of the testing grounds and live capturing units.

C33/03/2017

**LAND: REQUEST TO INSTALL AN EQUIPMENT CONTAINER AT THE WATER RESERVOIR IN SNYMAN STREET, HENDRINA**

16/1/1/R (T)/yb

**RESOLVED BY COUNCIL**

- 1 **THAT** Council confirm that a portion of Portion 6 of the farm Grasfontein 199 IS situated at the Water Reservoir in Snyman Street, Hendrina and measuring approximately 16m<sup>2</sup> 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.
- 2 **THAT** the Accounting Officer be authorized to lease the property as an unsolicited bid;

- 3 **THAT** a written lease agreement be entered into in respect of the subject property, subject to the following conditions:
- 3.1 **That** the lease be limited to 3 (three) years;
  - 3.2 **That** the rental be determined at R340.00 (Three Hundred and Forty Rand) per month excluding VAT until 30 June 2017, subject to an annual escalation of 8% on 01 July every year commencing on 01 July 2017 and reviewable 3-yearly;
  - 3.3 **That** the lease amount be reviewed should a lease agreement not be concluded within 12 months from the date of valuation (31/01/2017).
  - 3.4 **That** should the lessee require, but the property does not have access to engineering, water or electrical services, the bulk servicing, contribution and connection costs will be for the account of the lessee;
  - 3.5 **That** the lessee shall enter into a consumer agreement with Council for any services required and/or used and shall pay the necessary deposits upon signature of the consumer agreement;
  - 3.6 **That** the property be used for purposes of installing an equipment container only;
  - 3.7 **That** the property shall be fenced off by and at the cost of the lessee;
  - 3.8 **That** no permanent structures may be erected on the property;
  - 3.9 **That** all costs occasioned by the lease including, but not limited to, all advertising and related town planning costs be for the lessee's account;
  - 3.10 **That** the applicant indemnify the Municipality against any claims which might arise from theft and vandalism.
  - 3.11 **That** the Municipality's Civil Engineering Services Department be informed well in advance on the date when access will be required so that the necessary access arrangements can be made.
  - 3.12 **That** the movement of SAPS members or external service providers should not interfere with the activities of the Process Controllers of the Hendrina Water Works.
- 4 **THAT** the proposed lease of the property be advertised in terms of Section 79(18) of the Local Government Ordinance 17 of 1939 as amended, read together with Section 21 of the Municipal Systems Act 32 of 2000 as amended, Section 113 of the Municipal Finance Management Act 56 of 2003 and Section 41 of the Council's Supply Chain Management Policy.
- 5 **THAT** the proceeds from the lease be allocated to vote number 555/020 (Fixed Property: Rental: Land).

**C34/03/2017**

**APPLICATION TO WRITE-OFF CERTAIN MUNICIPAL SERVICES CHARGES IN RESPECT OF HOUSES AT ERF 12587 MHLUZI, EXTENSION 2 AND ERF 208 ROCKDALE**

17/5/1 (F)/yb

**RESOLVED BY COUNCIL**

- 1 **THAT** Council take note of the report by the Executive Director: Community Services.
- 2 **THAT** the amount of R23 076,00 be written off against the debt impairment provision as irrecoverable on Erf 1257 Mhluzi, Extension 2.
- 3 **THAT** the amount of R4 895,84 be written off against the debt impairment provision as irrecoverable on Erf 208, Rockdale.

**C35/03/2017**

**FINANCES: WRITING OFF OF STOLEN CABLE FROM STORES**

5/17/1 (S)

**RESOLVED BY COUNCIL**

1. **THAT** Council take note of the report by the Executive Director: Financial Services on the writing off of stolen cable from Stores.

**C41/03/2017**

**SERVICE LEVEL FOR AREA LIGHTING INSTALLATION IN THE MP313 SUPPLY AREA**

16/2/4 (B)/mm

**RESOLVED BY COUNCIL**

- 1 **THAT** Council take note of the report by the Acting Executive Director: Infrastructure Services regarding the service level for area lighting installation in the MP313 supply area.
- 2 **THAT** Council to approve the following in a case of existing infrastructure:
  - 2.1 **That** areas having a combination of streetlights and highmast lighting in the same area, only one will be used, except for main streets where the streetlights will remain.
  - 2.2 **That** only identified main streets should have streetlights.

- 2.3 **That** where areas have a combination of highmast lights and streetlights, one of the installations should be removed except if is not cost benefiting to do so.
- 2.4 **That** it be noted that some areas will have dark spots if streetlights or highmast lights are removed, as such the dark spots need to be addressed first before removing will take place.
- 2.5 **That** Mhluzi is about 90% covered by highmast lights, in this area highmast lights should remain and streetlight be removed except for the following main streets, Mandela road, Dr Beyers Naude road, Protea road and Ngwako street.
- 2.6 **That** KwaZamokuhle is about 90% covered by highmast lights, in this area highmast lights should remain and streetlights be removed except for Akkermans street which is the main street .
- 2.7 **That** streetlights be used in the following areas: Hendrina, Kanonkop, Dennesig, Clubville, Gholfsig, Middelburg Central, Middelburg CBD, Aerorand, Extension 18, Industrial area, Mineralia, Eastdene, Groenkol, Hlalamandi, Nasaret, Blinkpan, Koorfontein, Komati, Stand 7741 and Stand 7742 Extension 23, Roberts Estate, Midlands Estate, Alo Ridge, Sam Rose and the Waterfront development.
- 2.8 **That** highmast be used in the following areas Mhluzi, KwaZamokuhle, Doornkop (Piet Tlou), Somaphepha Village, Mafube Village, Rockdale, Extension 24, Burundi section (Stand 7740 Extension 23) and Malope Village.
- 2.9 **That** functioning streetlight that are removed be reused to replace defective lights in remaining areas.
- 2.10 **That** in instances where streetlight installations are removed and relocated, the electrical department have to provide the information to update the asset register accordingly.
- 2.11 **That** the streetlights which cannot be re-used or re-located must be written off from the asset register after approval by Council
- 3 **THAT** Council approves the following in case of new developments:
- 3.1 **That** where the area is classified as low income, highmast lights be used.
- 3.2 **That** where the area is classified as middle or high income, streetlights be used.
- 3.3 **That** in case of a mixture of the different classifications, it be delegated to Director: Electrical Engineering Services to determine the type of lights to be used.

- 4 **THAT** Council approve the following in a case of installations other than for residents:
- 4.1 **That** where lights are needed in open spaces and parks either flood lights or highmast be installed by relevant department. In case of existing lights in these areas, such installation be maintained by relevant department.
  - 4.2 **That** floodlight(s) or additional streetlight(s) not be used to light any property other than street or parks belonging to Council as per clause 4.1.
  - 4.3 **That** in case of such existing installations lighting non-Council property as per clause 4.2, such consumers be given up to 30 June 2018 to correct their installations and as from the 1st of July 2018 the electrical department be permitted to remove such installations and such installations be regarded as illegal.
  - 4.4 **That** the maintenance of the area lighting in Cemeteries, Parks and open spaces be included in the Electrical Departments maintenance program to ensure the same standard and to be cost effective.
  - 4.5 **That** the capital cost for the erection of the lights be budgeted for by the relevant departments but that the specifications be approved by the Electrical Department to ensure uniformity and standards are met.
  - 4.6 **That** all streetlights and highmast lights in parking areas of complexes be installed and maintained by the property owners.
  - 4.7 **That** the highmast light at the Mhluzi mall be relocated as it is Council asset and is on the malls property, and that the expense be budgeted for.
- 5 **THAT** in a spirit to engage and assist in energy saving and to reduce the impact of Carbon emissions and to reduce energy consumption costs the following be approved:
- 5.1 **That** all new Developments where streetlights are required must be LED light fittings.
  - 5.2 **That** all defective lights fittings be replaced with LED light fittings, after old stock have been used.
  - 5.3 **That** when refurbishing highmast lights the fittings will be upgraded to provide better light output, LED and solar highmast will be prioritized where possible.



- 5.4 **That** all area lighting at new complex developments be installed maintained by the property owner and the consumption be for their account.
- 6 **THAT** the budget needs for area lighting should be planned and prioritize according to the proposed service level standards.

**C42/03/2017**

**LAND: PROPOSED THUSONG CENTRE AT KWAZAMOKUHLE, HENDRINA**

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

**RESOLVED BY COUNCIL**

- 1 **THAT** the report by the Acting Executive Director: Infrastructure Services, be noted.
- 2 **THAT** Council consider and approve the consolidation of Erven 292 and 303, the Remainder of Erf 3672 and Portions 1 to 6 of Erf 3672 Kwazamokuhle as indicated in the locality plan attached as **ANNEXURE A**.
- 3 **THAT** the Municipality enter into negotiations with the owner of Erf 303, Kwazamokuhle to purchase the property.
- 4 **THAT** the current municipal value of the subject property as determined by the Director: Property and Valuation Services be used as a starting point for negotiations.
- 5 **THAT** the damaged municipal buildings at Kwazamokuhle be rebuilt and the construction of other offices be considered.
- 6 **THAT** should more land be needed, it be included in the IDP and budgeted for during the next budget cycle.
- 7 **THAT** pending the outcome of the building master plan, the cost be budgeted for in the next budget cycle.
- 8 **THAT** the cost for consolidation of stands be paid from vote number 502/503.

**C43/03/2017**

**APPLICATION TO AMEND DEED OF SALE FOR ERF 4092 MHLUZI EXTENSION 02 AND LEASE OF A PORTION OF ERF 5627 MHLUZI EXTENSION 2**

17/3/3/1 (T)/yb

**RESOLVED BY COUNCIL**

- 1 **THAT** Council confirms that a 1730m<sup>2</sup> portion of Erf 5627 Mhluzi, Extension 2 is not needed to render the basic level of municipal services and is not needed for

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- 2 the municipality's own use during the period for which the right to use, control or manage the asset is to be granted.
- 2 **THAT** the Accounting Officer be authorised to lease the subject property by means of an unsolicited bid at the market rental as determined by the Director: Property and Valuation Services.
- 3 **THAT** a lease agreement be entered into with the applicant according to Regulation 45 of the Municipal Asset Transfer Regulations and subject to the following conditions:
- 3.1 **That** the lease be limited to three (3) years.
- 3.2 **That** the rental be determined at R130.00 (One Hundred and Thirty Rand) per month excluding VAT until 30 June 2017, subject to an annual escalation of 8% on 01 July every year commencing on 01 July 2017 and reviewable 3 yearly.
- 3.3 **That** the lease amount be reviewed should a lease agreement not be concluded within 12 months from the date of valuation (26/08/2016).
- 3.4 **That** should the lessee require services, that all bulk services contributions and connection cost be for the account of the lessee.
- 3.5 **That** the lessee enter into a consumer agreement with Council for any services required and/or used shall pay the necessary deposits upon signature of the consumer agreement and that services shall be paid monthly in accordance with the tariffs as determined from time to time and as promulgated in terms of Council's by-laws.
- 3.6 **That** the identified portion be fenced off and maintained by and at the cost of the lessee.
- 3.7 **That** no permanent structure may be erected on the identified portion.
- 3.8 **That** the portion be used for parking purposes only.
- 4 **THAT** all advertisement costs and town planning costs be for the account of the applicant.
- 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** all proceeds from the lease be allocated to Vote Number 555/020 (Fixed Property : Rental : Land).

- 7 **THAT** Council consents to the use of Erf 4092 Mhluzi, Extension 2 for crèche or church purposes.
- 8 **THAT** Council waive the restrictive condition of title (if any) relating to the use of the property solely for a baby day care centre.
- 9 **THAT** the standard conditions applicable to an erf zoned "Educational" as contained in the Steve Tshwete Town Planning Scheme, 2004 shall prevail in relation to Erf 4092 Mhluzi, Extension 2.

**C44/03/2017**

**PERSONNEL: TRANSFERS OF MUNICIPAL HEALTH SERVICES TO NKANGALA DISTRICT MUNICIPALITY**

12/3/1 (C)/mm

**RESOLVED BY COUNCIL**

- 1 **THAT** Council approve the transfer of the Municipal Health Services to Nkangala District Municipality.
- 2 **THAT** Council approve the transfer of the Environmental Health personnel, who have signed job offers, to Nkangala District Municipality.
- 3 **THAT** Council to amend the organisational structure for Environmental Management as a division of Solid Waste and Environmental Management Department to accommodate the functions that will be remaining.
- 4 **THAT** a supervisory position, at post level 6 and Environmental Officers positions, at Level 7, be created on the Organisational Structure for Environmental Management Division.
- 5 **THAT** Council should amend Council Resolutions C37/05/2016 and C06/03/2013.

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DELEGATED POWERS

*Upon request by the Executive Mayor, it was*

**RESOLVED BY COUNCIL**

*THAT Council take note of Resolutions M03; 05; 06; 12; 13; 14; 21; 22; 23; 24; 25; 26; 27; 28; 29; 30; 31; 36; 37 & M38/03/2017 taken by the Executive Mayor in terms of Delegated Powers.*

**11 NOTICE OF MOTIONS**

11.1 Motion 106

**RESOLVED BY COUNCIL**

**THAT** note be taken that Motion 106 was in terms of Rule 19(1)(c)(vi) and 19 (1) (e) (ii) of the Rules of Order rejected by the Speaker.

**12 DEFERRED ITEMS**

12.1 Motion 105

**RESOLVED BY COUNCIL**

**THAT** note be taken that In terms of Rule 54 (3) of the Rules of Order Motion 105 as submitted lapsed without further discussion as the mover of the motion, Cllr L C Masemula, did not attend the meeting.

**13 CLOSURE**

**The meeting closed at 16:51**

**SIGNED AT MIDDELBURG ON 30/05/17**



**S P E A K E R**