



MATJHABENG LOCAL MUNICIPALITY
MONTHLY REPORT
DECEMBER 2018

The attached report is submitted in terms of Section 71 of the Municipal Finance Management Act (MFMA), Act 56 of 2003 for the month ended 31 December 2018

TABLE 1	Actual For the Month (December 2018)	For Year to date (2018/2019)
All Grants Received	145 222 000	428 383 000
Actual Revenue Received	71 137 615	496 201 805
Actual Expenditure	181 141 589	721 620 699
Salaries	55 757 148	349 763 440
Water	1 500 000	6 698 696
Electricity	55 683 706	161 229 467
Other Expenditure	68 200 735	203 929 096
Sub-Total	35 218 026	202 964 106
Loan Redemptions	-	-
Net Surplus/(Deficit) before Capital Payments	35 218 026	202 964 106
 MIG Payments	 6 611 018	 53 289 587
INEG Payments	-	-
WSIG Payments	-	5 296 345
 Capital Assets procured - Equitable Share	 -	 -
Fleet & Equipment	-	-
Office convention/ Furniture	-	-
 Net Surplus/(Deficit) after Capital Payments	 28 607 008	

Table 1: The Municipality had a surplus of R28 607 008 for the month of December after capital payments , this means that the amount received is above the amounts paid. This surplus is due to grants received for the reporting period.

TABLE 2	Actual For the Month (December 2018)	For Year to date (2018/2019)
Total Billings	115 274 274	909 502 538
Less: Indigent Billing	3 007 993	12 095 670
Actual Billings	112 266 281	897 406 868
Actual Revenue Received	70 016 958	488 596 413
Consumer Revenue	63 767 652	441 273 329
Other	6 249 307	47 323 085
 Grants & Subsidies	 145 222 000	 428 383 000
 Pay rate for December 2018 (Billing)	 62%	
Total income percentage - December 2018	63%	
Total income percentage - YTD	55%	

The 'Actual Billings' figure reflects the amount invoiced to consumers for services consumed during the month of December 2018.

The 'Consumer Revenue' relates to revenue actually received from consumers during December 2018.

However this revenue is for amounts billed to consumers during months prior December 2018.

'Grants & Subsidies' refer to intergovernmental transfers which are both Capital and Operational Grants.

'Other Revenue' relates to items such as Interest on Debtors, Rental, etc billed during the month.

Information contained in these two tables are presented in the form of graphs for ease of use . It should be noted that the information in these graphs compares to the budget for the month to the actual revenue received, and not to the amount billed.

MT Tsie _____ Date _____
Compiled By _____

LB Williams _____ Date _____
Reviewed By Manager Budget _____

T Panyani _____ Date _____
Approved By Chief Financial Officer _____

		Budget for the month	Actual for the month	% Received	Budgeted for year to date	Actual for year to date	% Received	Budget 2018/2019	Projection of Revenue for rest of year
A ACTUAL REVENUE PER REVENUE SOURCE [S7(1)(a)]									
Intergovernmental Transfers		52 054 833	145 222 000	278.98%	312 329 000	428 383 000	137.16%	624 658 000	624 658 000
Operational Grants - Equitable Share/FMG		38 437 667	129 707 000	337.45%	230 626 000	323 187 000	140.13%	461 252 000	461 252 000
Capital Grants - MIG/WSIG/INEG		13 617 167	15 515 000	113.94%	81 703 000	105 196 000	128.75%	163 406 000	163 406 000
Consumer Revenue and Assessment rates		131 066 413	63 767 652	48.65%	786 398 479	441 273 329	56.11%	1 572 796 958	882 546 657
Assessment Rates		24 504 378	13 636 632	55.65%	147 026 268	98 292 528	66.85%	294 052 535	196 585 056
Electricity		56 123 005	35 557 239	63.36%	336 738 029	246 154 906	73.10%	673 476 058	492 309 812
Water		30 104 972	7 872 339	26.15%	180 629 830	50 521 665	27.97%	361 259 659	101 043 330
Sewerage		12 964 861	4 125 874	31.82%	77 789 163	30 277 507	38.92%	155 578 326	60 555 014
Refuse Removal		7 369 198	2 575 568	34.95%	44 215 190	16 026 723	36.25%	88 430 380	32 053 446
Other Revenue		26 410 497	6 938 569	26.27%	158 462 983	51 495 043	32.50%	316 925 965	102 990 086
Fines, Licences & Permits		1 761 290	136 236	7.74%	10 567 741	1 605 202	15.19%	21 135 482	3 210 404
Market		-	969 905		-	5 686 959		-	11 373 918
Rentals		1 755 000	367 950	20.97%	10 530 000	5 711 988	54.24%	21 060 000	11 423 975
Dividends Received & Gains on Disposal of Assets		4 168 359	-	0.00%	25 010 152	-	0.00%	50 020 304	-
Other Revenue		18 725 848	5 464 478	29.18%	112 355 090	38 490 894	34.26%	224 710 179	76 981 789
Interest		11 610 269	431 395	3.72%	69 661 614	3 433 434	4.93%	139 323 227	6 866 867
Interest - Investments		303 273	14 516	4.79%	1 819 640	313 231	17.21%	3 639 279	626 462
Interest - Debtors		11 306 996	416 879	3.69%	67 841 974	3 120 203	4.60%	135 683 948	6 240 405
TOTAL		221 142 013	216 359 615	97.84%	1 326 852 075	924 584 805	69.68%	2 653 704 150	1 617 061 611

FINANCIAL REPORT: PERIOD ENDING DECEMBER 2018

A. PERFORMANCE: REVENUE BUDGET

The following graph reflects the performance of the revenue budget for December 2018 and under-mentioned please find a more detailed explanation thereof.

1. OPERATING GRANTS AND SUBSIDIES

- . Operational Grants consist of Equitable Share and FMG
- . Capital Grants consist of MIG , INEG & WSIG

2. CONSUMER CHARGES

- . In total 67% of the consumer charges have been collected.
- . Based on the income for December 2018 the projection for the full financial year will be approximately R 882 546 657 against the budgeted amount of R1 572 796 958

3. OTHER REVENUE

- Other revenue which includes fines indicate an income of approximately R 102 990 085.80 against the budgeted amount of R316 925 965 if the same method of projection is used.

4. INTEREST

- Interest in arrear accounts indicate an income of approximate R139 323 227 against the budgeted amount of R 6 866 867.34 against the budgeted amount of

	Budget	Projected Income	
Intergovernmental Transfers	624 658 000	624 658 000	100.0%
Consumers Revenue and Assessment Rates	1 572 796 958	882 546 657	56.1%
Other Income	316 925 965	102 990 086	32.5%
Interest	139 323 227	6 866 867	4.9%
TOTAL	2 653 704 150	1 617 061 611	60.9%

Total projected revenue for the 2018/2019 financial year based on the income for December 2018 and taken into consideration that grants are guaranteed income, the projection for the full year amounts to R 1 617 061 611 against the budgeted amount of R 2 653 704 150

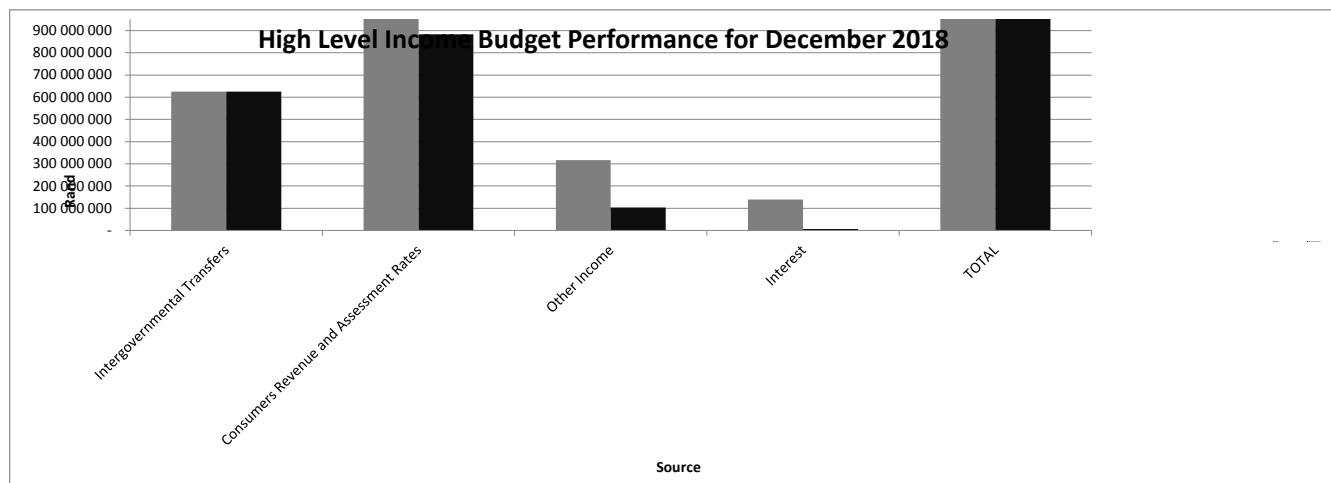


TABLE 4 [S71(1)(c), S71(2)(a), S71(3)]		Budgeted for the month	Actual for the month	% Spend	Budgeted for year to date	Actual for year to date	% Spend	Budget 2018/2019	Projected Expenditure for rest of year
B ACTUAL EXPENDITURE PER VOTE [S71(1)(c)]									
Council General		2 151 978	12 699 671	590.14%	10 759 888	34 308 760	318.86%	25 823 732	68 617 520
Office of the Executive Mayor		1 491 077	3 475 112	233.06%	7 455 384	12 543 457	168.25%	17 892 921	25 086 914
Office of the Speaker		379 291	595 049	156.88%	1 896 456	3 435 826	181.17%	4 551 494	6 871 652
Political Appointments		538 664	2 289 580	425.05%	2 693 321	15 644 944	580.88%	6 463 970	31 289 888
Municipal Manager		6 557 554	6 551 269	99.90%	32 787 772	35 804 643	109.20%	78 690 653	71 609 286
Corporate Services		6 031 095	3 866 844	64.12%	30 155 477	25 069 329	83.13%	72 373 145	50 138 658
Financial Services		30 085 439	7 926 390	26.35%	150 427 195	46 906 946	31.18%	361 025 267	93 813 892
Human Resources		1 306 356	2 354 326	180.22%	6 531 779	8 495 781	130.07%	15 676 270	16 991 562
Community Services		20 837 252	16 072 482	77.13%	104 186 261	98 579 435	94.62%	250 047 026	197 158 870
Protection Services		13 552 765	20 458 366	150.95%	67 763 824	84 737 218	125.05%	162 633 178	169 474 436
Economic Development		1 622 000	2 278 169	140.45%	8 110 000	9 132 504	112.61%	19 463 999	18 265 008
Engineering Services		114 913 983	101 012 582	87.90%	574 569 915	336 722 647	58.60%	1 378 967 795	673 445 294
Housing Services		1 818 904	1 561 749	85.86%	9 094 518	10 239 209	112.59%	21 826 844	20 478 418
TOTAL		201 286 358	181 141 589	89.99%	1 006 431 789	721 620 699	71.70%	2 415 436 294	1 443 241 398

Council General

- Council vote include Accruals from prior years and expenditure incurred from Adverts (Newspaper & Radio), SALGA membership, EPWP, Travelling cost, Employees Study Assistance, Insurance premiums.

Office of the Executive Mayor

- Office of the Executive Mayor also include Mayoral Committee & Council Whip expenditure.

Office of the Speaker

- Remuneration of Ward Committee Members is paid from the Office of the Speaker.

Political Appointments

- Political Appointments include Council Whip Admin, Mayor Personnel, Speakers Personnel & MMC's Secretaries.

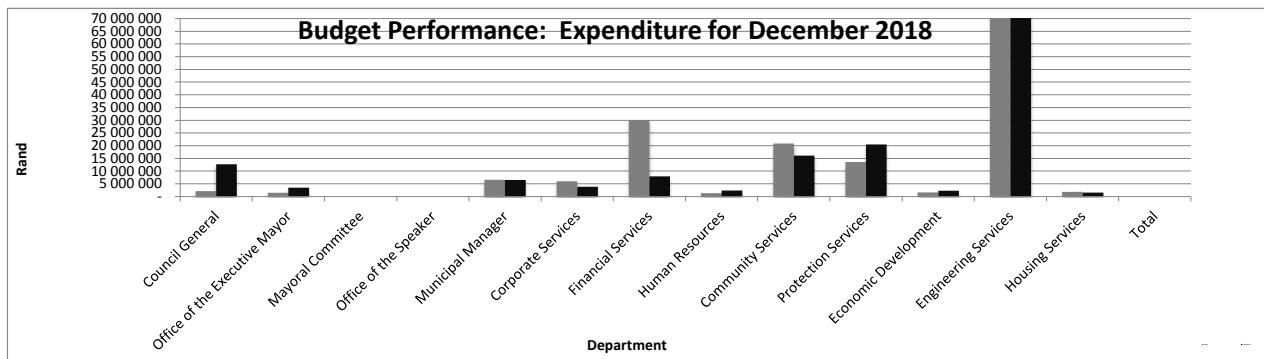
Municipal Manager

- Office of the MM directorate include various department such as Intergrated Development Management, Internal Audit, Organisational Study, Information Technology and Legal Service.

B. EXPENDITURE

Total expenditure for year to date is
based on the expenditure being

71.70% of the budgeted amount and the projection for the year
R 1 443 241 398 against the budgeted amount of **R 2 415 436 294**



Remedial steps taken to ensure that projected revenue and expenditure remain within approved budget [S71 (1)(g)(iii)]

Expenditure

Actual expenditure for the year to date is **28.30%** above the amount budgeted for the same period. Therefore no remedial steps have been taken.

Revenue

Actual revenue received for the year to date is **51.09%** above the amount that was budgeted for the same period. This excludes grants to the amount of **R 428 383 000**

Operating Revenue / Expenditure - December 2018

Actual Revenue Received excluding Grants	70 016 958
Actual Expenditure excluding Grants	181 141 589
Net cashflow	-111 124 631

C SALARIES - DECEMBER 2018

SALARIES	Budgeted for the month	Actual Salaries for the month	Variance	Budgeted for year to date	Actual for year to date	Variance	Budget 2018/2019	Projected Expenditure for rest of year	Projected Expenditure for the year
Council General	1 110 698	1 660 307	-49 487	6 664 188	10 201 560	-53 08%	13 328 376	10 201 560	20 403 120
Office of the Executive Mayor	776 781	788 152	-1 46%	4 660 688	4 813 041	-3.27%	9 321 375	4 813 041	9 626 082
Office of the Speaker	142 396	129 818	8.83%	854 378	798 779	6.51%	1 708 756	798 779	1 597 558
Political Appointments	538 664	2 268 153	-321.07%	3 231 985	15 504 764	-379.73%	6 463 970	15 504 764	31 009 528
Municipal Manager	4 515 593	2 927 288	35.17%	27 093 556	18 729 897	30.87%	54 187 111	18 729 897	37 459 794
Corporate Service	4 272 012	2 816 530	34.07%	25 632 070	19 227 029	24.99%	51 264 140	19 227 029	38 454 058
Financial Services	5 580 006	4 695 433	12.27%	33 480 035	30 236 919	9.69%	66 960 069	30 236 919	60 473 636
Human Resources	1 184 483	1 050 039	11.35%	7 106 988	6 543 651	7.93%	14 213 795	6 543 651	13 087 302
Community Services	14 847 109	13 848 628	6.73%	89 082 652	83 666 437	6.08%	178 165 304	83 666 437	167 332 874
Protection Services	10 992 092	9 225 556	16.07%	65 952 555	55 349 868	16.08%	131 905 109	55 349 868	110 699 736
Economic Development	1 200 413	956 308	20.34%	7 202 478	6 768 676	6.02%	14 404 955	6 768 676	13 537 352
Engineering Services	17 010 196	13 798 585	18.88%	102 061 175	90 186 068	11.64%	204 122 349	90 186 068	180 372 136
Housing Services	1 451 573	1 392 351	4.08%	8 709 437	7 736 751	11.17%	17 418 873	7 736 751	15 473 502
TOTAL	63 622 015	55 757 148	12.36%	381 732 091	349 763 440	8.37%	763 464 182	349 763 440	699 526 880

D SPENDING ON KEY & OTHER VOTES - DECEMBER 2018

KEY & OTHER VOTES	Budgeted for the month	Actual expenditure for the month	Actual for the year to date	Budgeted for 2018/2019	Balance remainder for year	Projected expenditure for the rest of the year
OS: B&A Project Management	226038	802 771	587 901	4 448 887	5 184 363	8 897 774
OS: Catering Services	226060	4 851	305 325	1 476 310	58 210	-1 418 100
OS: Meter Management	226361	350 000	3 652 174	11 742 024	4 200 000	-7 542 024
OS: Connection/ Dis - Connection: Electricity	226511	98 719	80 259	2 908 612	1 184 628	-1 723 984
OS: Connection/ Dis - Connection: Water	226513	77 831	1 575 619	2 814 379	933 966	-1 880 413
OS: Transport Services	226572	-	720 971	2 180 967	-	-2 180 967
C&PS: B&A Project Management - Accountants & Auditors	227030	625 000	-	3 622 341	7 500 000	4 361 934
C&PS: B&A Business & Financial Management	227034	-	2 608 696	5 398 386	-	-5 398 386
C&PS: B&A Project Management - Revenue Management	227041	-	1 716 362	3 124 347	-	-3 124 347
C&PS: Legal Cost Advise & Litigation	227334	375 000	1 534 059	9 320 597	4 500 000	-4 820 597
CONTR: Maintenance of Equipment	228361	3 486 526	2 812 530	16 845 867	41 838 311	18 641 194
CONTR: Safeguard & Security	228540	1 333 333	10 782 609	26 371 088	16 000 000	-10 371 088
OC: Advertising Fees	230012	83 333	878 210	1 808 973	1 000 000	-808 973
OC: Post & Telecommunication	230117	216 843	548 584	1 025 125	2 602 119	1 576 994
OC: Printing & Publications	230451	563 468	-	1197	6 761 617	2 050 251
OC: Professional Bodies - Membership Fees	230452	241 667	2 821	3 286 088	2 900 000	-386 088
OC: EXT Com Serv Prov - SWare License	230178	475 591	1 366 162	4 311 696	5 707 091	6 572 176
OC: Uniform & Protective Clothing	230610	1 036 250	909 172	6 689 439	12 435 000	8 623 392
OC: Wet Fuel	230661	1 350 653	896 216	8 579 283	16 207 833	13 378 878
INV: Consumable Stores	232990	9 906 044	15 671 024	28 720 502	118 872 529	17 158 566
TOTAL	21 027 880	46 648 694	144 676 108	252 334 554	107 658 446	289 352 216

E MATJHABENG MUNICIPALITY - OVERTIME - DECEMBER 2018

OVERTIME	Mnth Budget	Actual	Variance	YTD Budget	YTD Actual	YTD Variance	Annual Budget
Council General							
Office of the Executive Mayor							
Political Appointments	50 930	69 491	-18 561	305 578	235 582	69 996	611 156
Municipal Manager	26 191	20 806	5 384	157 143	60 430	96 713	314 286
Corporate Services	37 943	74 022	-36 079	227 661	382 372	-154 712	455 321
Financial Services	92 981	127 261	-34 280	557 885	717 102	-159 217	1 115 770
Human Resources	8 492	22 496	-14 004	50 950	97 105	-46 155	101 900
Community Services	655 846	1 181 308	-525 462	3 935 076	9 712 788	-5 777 713	7 870 151
Protection Services	460 406	513 311	-52 905	2 762 436	2 658 343	104 093	5 524 872
Economical Development	1 424	-	1 424	8 547	35 408	-26 862	17 093
Engineering Services	1 321 294	2 955 428	-1 634 135	7 927 761	14 904 658	-6 976 897	15 855 522
Housing Services	11 161	2 622	8 539	66 965	104 008	-37 043	133 929
TOTAL	2 666 667	4 966 745	-2 300 079	16 000 000	28 907 796	-12 907 796	32 000 000

**ACTUAL BILLING BY SOURCE AGAINST ACTUAL RECEIPTS FOR THE MONTH
DECEMBER 2018**

SOURCE	Billing for the Month	Actual for the Month	% Collected	Billing for year to date	Actual for year to date	% Collected
Assessment rates	25 446 418	13 636 632	54%	153 116 993	98 292 528	64%
Electricity	44 048 942	35 557 239	81%	349 714 934	246 154 906	70%
Water	25 440 429	7 872 339	31%	173 483 094	50 521 665	29%
Sanitation	16 005 400	4 125 874	26%	83 340 738	30 277 507	36%
Refuse removal	10 030 419	2 575 568	26%	61 548 227	16 026 723	26%
TOTAL REVENUE	120 971 609	63 767 652	52.71%	821 203 987	441 273 329	53.73%

The above tables represents the total collectable revenue as per BS902. The amounts billed versus the actual receipts. It excludes Government Grants so as get the correct percentage collected from consumers

G

TOP 50 DEBTORS - DECEMBER 2018

		R	COMMENTS
1	ANGLOGOLD ASHANTI LTD	23 392 799	LED to assist with Sewer Points
2	LIGIA PAPER INDUSTRIES	18 216 196	Legal department to assist
3	PUBLIC WORKS (HEALTH/HO	14 386 309	Monthly payments received busy with payment negotiations
4	SEDIBENG WATERRAAD	12 666 465	Arranged meeting with sedibeng to offset the debt
5	LIGIA PAPER INDUSTRIES	12 496 360	Legal department to assist
6	SEDIBENG WATER	11 441 908	Arranged meeting with sedibeng to offset the debt
7	PHINDANA PROPERTIES 169	10 868 564	Client is paying R 50 000.00 PM no access tp disconnect services
8	TOSA TECHNICAL COLLEGE	9 474 164	Meeting to be scheduled with the client
9	REAHOLA HOUSING ASSOCIA	7 250 857	Waiting for feedback from Spokesperson
10	TIGER CONSUMER BRANDS L	6 661 256	Current Account
11	PRESIDENT STEYN GOLD MI	6 432 294	LED to assist with Sewer Points
12	PRESIDENT STEYN MYN	6 110 550	LED to assist with Sewer Points
13	AZTOPROX PTY LTD	5 529 354	Paying R 250 000.00 as agreed with the Municipal Manager
14	ERFDEEL MYN	5 402 544	LED to assist with Sewer Points
15	HARMONY GOLD MINING CO	5 315 996	LED to assist with Sewer Points
16	ERF 2515 WELKOM (PTY)	4 855 651	Special cut to be Implemented

17	PUBLIC WORKS (HEALTH)	4 604 346	Monthly payments received busy with payment negotiations
18	ST ANDREWS SCHOOL WELKO	3 540 188	Meeting to be scheduled with the client
19	FLAMINGO LAKE DEVELOPME	3 521 240	Geven back LED to assist
20	EDEN CHRISTELIKE BEDIEN	3 484 571	NGO Organisation we are receiving monthly R 5000.00 all documents of client was send to Legal Departement
21	REPUBLIEK VAN SUID-AFRI	3 422 614	Monthly payments received busy with payment negotiations
22	ANGLOGOLD ASHANTI	3 208 015	On schedule 23 (A) that is with legal for possible write off debt as was taken back by council
23	PUBLIC WORKS DEPT	2 918 157	Monthly payments received busy with payment negotiations
24	IAN TRUST	2 716 526	Meeting to be scheduled with the client
25	THE NORTHERN FREE STATE	2 588 088	NGO Organisation we are receiving monthly R 5000.00 all documents of client was send to Legal Departement
26	PITTAS	2 469 892	Client passed away
27	REAHOLA HOUSING ASSOCIA	2 377 810	Waiting for feedback from Spokesperson
28	ERF 1210 WELKOM INVESTM	2 340 405	property been taken back by council oproposal to human settlement to review no feedback yet
29	MOKGWABONG PRIMARY SCHO	2 306 267	Special cut to be Implemented
30	STEYN	2 279 375	Place closed down legal to assist cannot get hold of owner
31	WELKOM LANDBOUGENOOTSKA	2 242 234	Property been taken back by Council proposal to human settlement to review, no feedback yet
32	THANX TRADING 4 PTY LTD	2 222 777	Waiting for client's Attorney to come back for arrangement

33	PIVOTAL FUND LTD	2 218 307	Current Account
34	DEAS	2 062 758	Given to Legal Department for assistances in collections
35	LA RIVIERA (PTY) LTD	2 003 118	Virginia offices to assist with collections
36	AMAJUBA LODGE(ESTATE LA	1 987 545	Client died on 27/06/2015 ESTATE NO:6826/201
37	HARMONY GOLD MINING CO	1 974 028	LED to assist with Sewer Points
38	SIBANYE GOLD PTY LTD	1 955 254	LED to assist with Sewer Points
39	RSA (GEVANGENIS VIRGINI	1 928 846	Monthly payments received busy with payment negotiations
40	PROVINCIAL GOVERNMENT O	1 897 830	Monthly payments received busy with payment negotiations
41	PUBLIC WORKS PROVINCI-	1 847 856	Monthly payments received busy with payment negotiations
42	ST CATHARINE OF SIENA-K	1 729 967	To arrange meeting with client dispute with rates
43	PUBLIC WORKS (HEALTH/HO	1 670 953	Monthly payments received busy with payment negotiations
44	PUBLIC WORKS (RHEEDERPA	1 578 984	Monthly payments received busy with payment negotiations
45	FRANCIS	1 527 465	Need follow up on client that promised to come in for arrangements
46	LIFECARE PROPERTIES PTY	1 505 304	To arrange meeting with client rates on farm
47	DEFCOR (PTY) LTD	1 452 348	Dormant Account given to legal department for assistance
48	HARMONY GOLD MINING CO	1 441 760	LED to assist with Sewer Points
49	FREESTATE SELLERS CC	1 373 889	Taken back by Council
50	HARMONY GOLD MINING CO	1 321 880	LED to assist with Sewer Points
	TOTAL	238 221 863	

H	TOP 20 CREDITORS - DECEMBER 2018		
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		R	COMMENTS
1.	Sedibeng Water	R 2 597 841 698	Sedibeng Water
2.	Eskom	R 2 140 813 726	Eskom
3.	Compensation Commissioner	R 15 939 464	Compensation Commissioner
4.	Auditor General	R 9 500 046	Auditor General
5.	Down Touch Investments	R 7 909 772	Street Reaseling
6.	Trifecta Capital	R 5 933 582	Debt Collectors
7.	Manna Holdings	R 4 490 101	Valuation Roll
8.	Khabokedi Waste Management	R 4 393 333	Landfill Sites Maintenance
9.	Business Connexion	R 4 121 624	IT
10.	Sebenza Engineering Services	R 3 839 930	Refuse Removal Trucks
11.	Royal Haskoning DHV	R 3 666 656	Upgradig Klippan Pumpstation
12.	Bosch Munitech	R 3 304 022	Leak Detection
13.	ERMSA JV Pakampho Electrical [Cession Beka Schreder]	R 3 293 355	Streeline Infrastructure koppie Alleen
14.	ESKOM-FBE	R 2 605 916	Free Basic Electricity
15.	Syntell Neyworks	R 1 801 093	Electricity Vendor
16.	Aqua Transport	R 1 515 743	Refuse Removal Trucks
17.	Sedtrade	R 1 226 140	Street Reaseling
18.	Plumico Trade CC/Lele and Tshidi	R 1 189 125	Supply of Water material
19.	Pumpshop Africa	R 972 040	Repairing of Pumps Klippan
20.	Supra Asphalt NC	R 932 714	Suppy of Cold Tar
TOTAL		R 4 815 290 079	

I ACTUAL CAPITAL EXPENDITURE PER VOTE

TABLE 6 -- [S71(1)(d)]	Capex for December 2018	Capex year to date
Council General		-
Office of the Executive Mayor		-
Mayoral Committee		-
Office of the Speaker		-
Municipal Manager		-
Corporate Services		-
Financial Services		-
Human Resources		-
Community Services	1 179 866	6 964 666
Protection Services		-
Economic Development	-	2 371 100
Engineering Services	5 431 152	49 250 167
Mechanical Workshop		-
	6 611 018	58 585 933

Budget 2018/2019	Amount Available
	-
	-
	-
	-
	-
	-
42 418 021	35 453 355
2 235 293	-135 807
118 752 686	69 502 519
	-
163 406 000	104 820 067

J AMOUNT OF ANY ALLOCATIONS RECEIVED

	Funds Received for the month	Funds Spent during the month
MIG/LDM/Sundry	15 515 000	6 611 018
Equitable Share	129 707 000	129 707 000
MSIG	-	-
FMG	-	93 105
EPWP	-	1 013 166
EEDG	-	-
WSIG	-	-
INEG	-	-
	145 222 000	137 424 289

Funds Received year to date	Funds Spent year to date	Amount Available
71 696 000	53 289 587	18 406 413
320 972 000	320 972 000	-
-	-	-
2 215 000	1 903 902	311 098
250 000	1 274 196	-1 024 196
-	-	-
27 500 000	5 296 345	22 203 655
6 000 000	-	6 000 000
428 633 000	382 736 030	45 896 970

K MATERIAL VARIANCES FROM SERVICE DELIVERY AND BUDGET IMPLEMENTATION PLAN [S71(1)(g)(ii)]

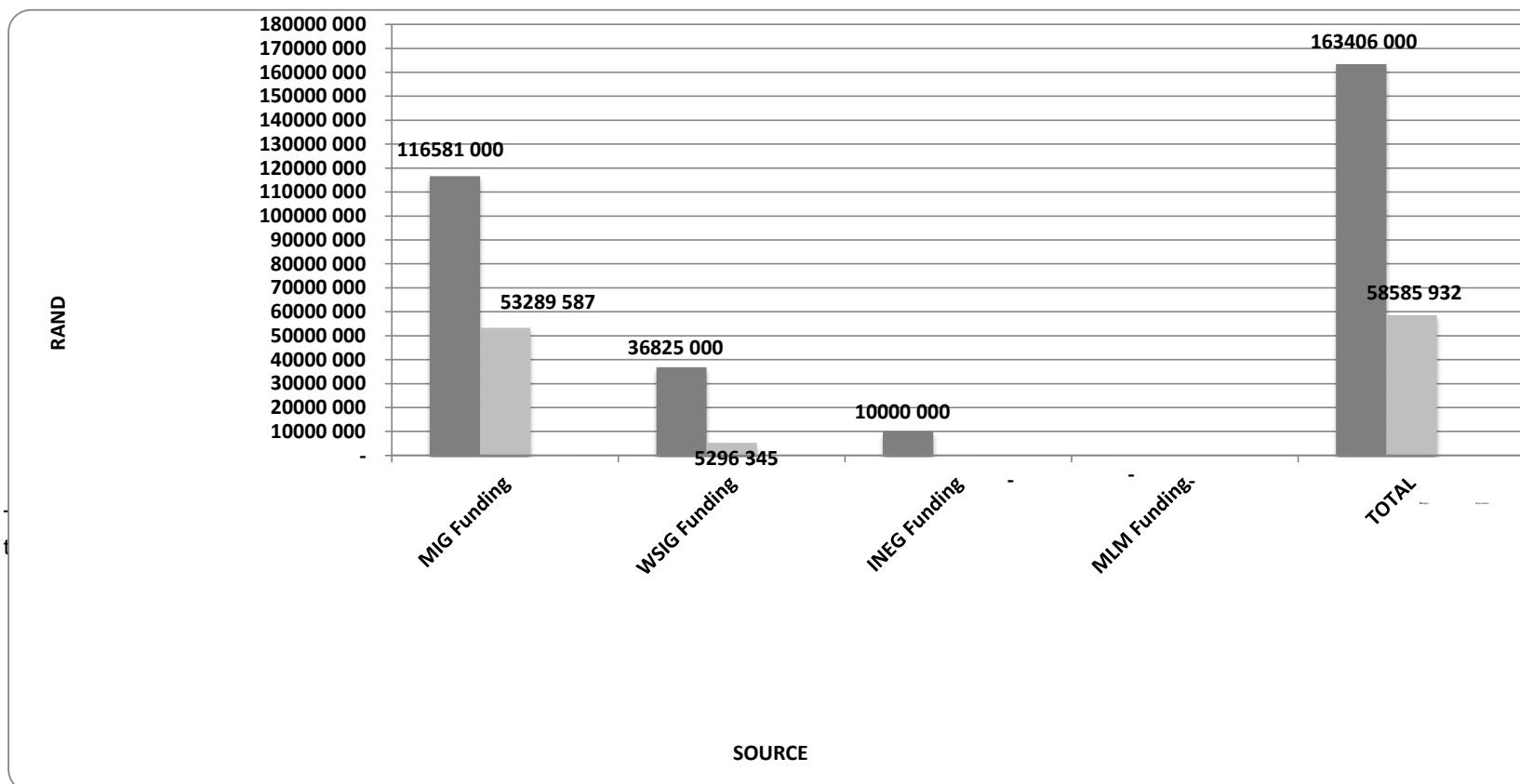
Variances from the service delivery and budget implementation plan were due to cash flow constraints.

Not Applicable

L BANK ACCOUNTS	
Name of Account	Dec-18
ABSA Main Account	-4 467 772
Market Account	-129 264
	-4 597 036

	2018/2019 Budget	Year to date Expenditure	
MIG Funding	116 581 000	53 289 587	45.71%
WSIG Funding	36 825 000	5 296 345	14.38%
INEG Funding	10 000 000	-	0.00%
MLM Funding	-	-	#DIV/0!
TOTAL	163 406 000	58 585 932	35.85%

HIGH LEVEL CAPITAL BUDGET PERFORMANCE FOR DECEMBER 2018



M	PAYMENT RATIO PER WARD - DECEMBER 2018
---	--

Councillor	Ward	Registered Indigents	Billing	Income	% Payment to Billing
M Sebotsa	1	791	29 467 129.86	934 199.00	3%
S E Tshabangu	2	326	1 031 982.31	44 758.00	4%
M P Kopela	3	186	6 912 363.16	2 817 243.00	41%
S J Liphoko	4	390	2 169 474.18	72 047.00	3%
P M I Molelekoa	5	361	2 917 798.65	613 017.00	21%
B H Mahlumba	6	315	1 068 163.59	9 397.00	1%
N E Monjovo	7	296	1 564 718.91	22 821.00	1%
M D Masienyane	8	395	4 804 197.39	2 410 703.00	50%
H S Badenhorst	9	130	9 991 670.25	7 556 403.00	76%
S Ramalefane	10	770	2 048 100.55	285 080.00	14%
V R Morris	11	99	1 948 549.48	165 404.00	8%
Z S Moshoeu	12	486	1 879 030.55	119 479.00	6%
T J Thelingoane	13	241	991 662.67	5 789.00	1%
M Chaka	14	997	1 755 936.36	20 528.00	1%
B Ntuli	15	344	2 223 548.07	40 134.00	2%
TS Meli	16	543	2 032 571.69	21 897.00	1%
T D Khalipha	17	4	1 491 165.93	14 967.00	1%
N Molaja	18	308	1 423 790.52	16 096.00	1%
P Ramatisa	19	551	1 731 674.83	38 799.00	2%
B Nkonka	20	256	1 901 210.18	78 824.00	4%
S Pholo	21	606	2 238 108.43	10 959.00	0%
I Poo	22	601	1 355 755.38	22 777.00	2%
K R Tlake	23	112	342 106.59	239.00	0%
M A Mphikeleli	24	0	367 631.40	4 079.00	1%
T D Nthako	25	910	5 458 971.94	2 564 269.00	47%
S J Tsatsa	26	196	1 261 518.08	60 911.00	5%
M S Van Rooyen	27	355	6 484 021.19	4 372 623.00	67%
T Mosia	28	468	1 402 371.16	269 177.00	19%
D M Mafa	29	242	1 138 465.11	24 342.00	2%
M Molefi	30	369	1 831 285.86	118 453.00	6%
H A Mokhomo	31	332	1 150 982.19	18 084.00	2%
H T C Van Schalkwyk	32	193	34 563 084.43	27 550 849.00	80%
C Malherbe	33	318	4 268 542.78	3 009 576.00	71%
A Daly	34	314	6 827 714.99	5 515 906.00	81%
N R Manzana	35	652	4 269 313.09	2 635 862.00	62%
M J Kothule	36	1	6 493 405.44	3 932 099.00	61%

Notes

1. Only approved indigents are captured on the system.

DECEMBER 2018 - Payment per ward less than 50%

Councillor	Ward	Registered Indigents	Billing	Income	% Payment to Billing
T D Nthako	25	910	5 458 971.94	2 564 269.00	47%
M P Kopela	3	186	6 912 363.16	2 817 243.00	41%
P M I Molelekoa	5	361	2 917 798.65	613 017.00	21%
T Mosia	28	468	1 402 371.16	269 177.00	19%
V R Morris	11	99	1 948 549.48	165 404.00	8%
M Molefi	30	369	1 831 285.86	118 453.00	6%
Z S Moshoeu	12	486	1 879 030.55	119 479.00	6%
S J Tsatsa	26	196	1 261 518.08	60 911.00	5%
S E Tshabangu	2	326	1 031 982.31	44 758.00	4%
B Nkonka	20	256	1 901 210.18	78 824.00	4%
S J Liphoko	4	390	2 169 474.18	72 047.00	3%
M Sebotsa	1	791	29 467 129.86	934 199.00	3%
P Ramatisa	19	551	1 731 674.83	38 799.00	2%
D M Mafa	29	242	1 138 465.11	24 342.00	2%
B Ntuli	15	344	2 223 548.07	40 134.00	2%
I Poo	22	601	1 355 755.38	22 777.00	2%
H A Mokhomo	31	332	1 150 982.19	18 084.00	2%
N E Monjovo	7	296	1 564 718.91	22 821.00	1%
M Chaka	14	997	1 755 936.36	20 528.00	1%
N Molaja	18	308	1 423 790.52	16 096.00	1%
M A Mphikeleli	24	0	367 631.40	4 079.00	1%
TS Meli	16	543	2 032 571.69	21 897.00	1%
T D Khalipha	17	4	1 491 165.93	14 967.00	1%
B H Mahlumba	6	315	1 068 163.59	9 397.00	1%
T J Thelingoane	13	241	991 662.67	5 789.00	1%
S Pholo	21	606	2 238 108.43	10 959.00	0%
K R Tlake	23	112	342 106.59	239.00	0%

AGE ANALYSIS OF DEBTORS FOR THE MONTH DECEMBER 2018

Detail	> 30 days	>30 <60 days	> 60 < 90 days	> 90 < 120 days	> 120 < 150 days	> 150 < 180 days	> 180 < 1 year	Over 1 year	Total
Water	52 895 240	27 181 816	24 860 426	1 200 559 167					1 305 496 648
Electricity	44 721 106	21 172 288	13 387 789	238 163 662					317 444 845
Property Rates	25 630 253	10 684 387	9 052 160	350 773 530					396 140 330
Sewerage	16 614 695	13 709 075	13 418 002	484 109 779					527 851 550
Refuse	10 327 760	8 408 342	8 275 075	318 371 407					345 382 584
Housing (Rental)	1 262 959	1 225 516	1 182 275	72 099 099					75 769 849
Interest on arrear	5 092	5 193	4 957	5 707 547					5 722 789
Other	1 276 210	2 413 667	2 413 851	77 308 935					83 412 662
Total	152 733 315	84 800 282	72 594 534	2 747 093 126	-	-	-	-	- 3 057 221 258

AGE ANALYSIS OF CREDITORS FOR THE MONTH DECEMBER 2018

Detail	< 0 - 30 days	> 30 < 60 days	> 60 < 90 days	> 90 < 120 days	> 120 < 150 days	> 150 < 180 days	> 180 < 1 year	Over 1 year	Total
Bulk Electricity	57 848 046	-	56 964 837	56 582 123	1 969 418 720				2 140 813 726
Bulk Electricity - FBE	542 432	558 974	-	525 447	979 063				2 605 916
Bulk Electricity - Small Accounts	-	-	-	-	-				-
Bulk Water	43 853 696	63 519 621	54 686 441	114 406 574	2 321 375 364				2 597 841 698
PAYE deductions	8 741 478	8 482 962	9 215						17 233 655
VAT (output less input)									-
Pensions/Retirement	22 739 302	4 341 283	-						27 080 585
Loan repayments									-
Trade Creditors	11 935 086	11 363 528	2 546 213	14 325 132	25 928 755				66 098 713
Auditor General	1 396 868	3 067 425	2 673 051	1 529 541	833 161				9 500 046
Other									-
Total	147 056 909	91 333 792	116 879 757	187 368 817	4 318 535 064	-	-	-	4 861 174 339

FS184 Matjhabeng - Supporting Table SC13e Monthly Budget Statement - capital expenditure on upgrading of existing assets by asset class - M06

<i>Nature Reserves</i>								-	
<i>Public Ablution Facilities</i>								-	
<i>Markets</i>								-	
<i>Stalls</i>								-	
<i>Abattoirs</i>								-	
<i>Airports</i>								-	
<i>Taxi Ranks/Bus Terminals</i>								-	
<i>Capital Spares</i>								-	
Sport and Recreation Facilities	-	-	-	-	-	-	-	-	-
<i>Indoor Facilities</i>								-	
<i>Outdoor Facilities</i>								-	
<i>Capital Spares</i>								-	
Heritage assets	-	-	-	-	-	-	-	-	-
<i>Monuments</i>								-	
<i>Historic Buildings</i>								-	
<i>Works of Art</i>								-	
<i>Conservation Areas</i>								-	
<i>Other Heritage</i>								-	
Investment properties	-	-	-	-	-	-	-	-	-
<i>Revenue Generating</i>								-	
<i>Improved Property</i>								-	
<i>Unimproved Property</i>								-	
<i>Non-revenue Generating</i>								-	
<i>Improved Property</i>								-	
<i>Unimproved Property</i>								-	
Other assets	-	-	-	-	-	-	-	-	-
<i>Operational Buildings</i>								-	
<i>Municipal Offices</i>								-	
<i>Pay/Enquiry Points</i>								-	
<i>Building Plan Offices</i>								-	
<i>Workshops</i>								-	
<i>Yards</i>								-	
<i>Stores</i>								-	
<i>Laboratories</i>								-	
<i>Training Centres</i>								-	
<i>Manufacturing Plant</i>								-	
<i>Depots</i>								-	
<i>Capital Spares</i>								-	
<i>Housing</i>								-	
<i>Staff Housing</i>								-	
<i>Social Housing</i>								-	
<i>Capital Spares</i>								-	
Biological or Cultivated Assets	-	-	-	-	-	-	-	-	-
<i>Biological or Cultivated Assets</i>								-	
Intangible Assets	-	-	-	-	-	-	-	-	-
<i>Servitudes</i>								-	
<i>Licences and Rights</i>								-	
<i>Water Rights</i>								-	
<i>Effluent Licenses</i>								-	
<i>Solid Waste Licenses</i>								-	
<i>Computer Software and Applications</i>								-	
<i>Load Settlement Software Applications</i>								-	
<i>Unspecified</i>								-	
Computer Equipment	-	-	-	-	-	-	-	-	-
<i>Computer Equipment</i>								-	
Furniture and Office Equipment	-	-	-	-	-	-	-	-	-
<i>Furniture and Office Equipment</i>								-	
Machinery and Equipment	-	-	-	-	-	-	-	-	-
<i>Machinery and Equipment</i>								-	
Transport Assets	-	-	-	-	-	-	-	-	-
<i>Transport Assets</i>								-	
Libraries	-	-	-	-	-	-	-	-	-
<i>Libraries</i>								-	
Zoo's, Marine and Non-biological Animals	-	-	-	-	-	-	-	-	-
<i>Zoo's, Marine and Non-biological Animals</i>								-	
Total Capital Expenditure on upgrading of existing assets	1	-	-	-	-	-	-	-	-

References

1. Total Capital Expenditure on new assets (SC13a) plus Total Capital Expenditure on renewal of existing assets (SC13b) plus Total Capital Expenditure on upgrading of existing assets (SC13e) must reconcile to total capital expenditure in Table C5

check balance

AGE ANALYSIS OF DEBTORS FOR THE MONTH DECEMBER 2018

Detail	> 30 days	>30 <60 days	> 60 < 90 days	> 90 < 120 days	> 120 < 150 days	> 150 < 180 days	> 180 < 1 year	Over 1 year	Total
Water	52 895 240	27 181 816	24 860 426	1 200 559 167					1 305 496 648
Electricity	44 721 106	21 172 288	13 387 789	238 163 662					317 444 845
Property Rates	25 630 253	10 684 387	9 052 160	350 773 530					396 140 330
Sewerage	16 614 695	13 709 075	13 418 002	484 109 779					527 851 550
Refuse	10 327 760	8 408 342	8 275 075	318 371 407					345 382 584
Housing (Rental)	1 262 959	1 225 516	1 182 275	72 099 099					75 769 849
Interest on arrear	5 092	5 193	4 957	5 707 547					5 722 789
Other	1 276 210	2 413 667	2 413 851	77 308 935					83 412 662
Total	152 733 315	84 800 282	72 594 534	2 747 093 126	-	-	-	-	3 057 221 258

AGE ANALYSIS OF CREDITORS FOR THE MONTH DECEMBER 2018

Detail	< 0 - 30 days	> 30 < 60 days	> 60 < 90 days	> 90 < 120 days	> 120 < 150 days	> 150 < 180 days	> 180 < 1 year	Over 1 year	Total
Bulk Electricity	57 848 046	-	56 964 837	56 582 123	1 969 418 720				2 140 813 726
Bulk Electricity - FBE	542 432	558 974	-	525 447	979 063				
Bulk Electricity - Small Accounts	-	-	-	-	-				
Bulk Water	43 853 696	63 519 621	54 686 441	114 406 574	2 321 375 364				2 597 841 698
PAYE deductions	8 741 478	8 482 962	9 215						17 233 655
VAT (output less input)									-
Pensions/Retirement	22 739 302	4 341 283	0						27 080 585
Loan repayments									-
Trade Creditors	11 935 086	11 363 528	2 546 213	14 325 132	25 928 755				66 098 713
Auditor General	1 396 868	3 067 425	2 673 051	1 529 541	833 161				9 500 046
Other									-
Total	147 056 909	91 333 792	116 879 757	187 368 817	4 318 535 064	-	-	-	4 858 568 423

Preparation Instructions			
Municipality Name:	FS184 Matjhabeng		
CFO Name:	Thabo Panyani		
Tel:	057 391 3450	Fax:	086 536 0665
E-Mail:	thabo.panyani@matjhabeng.co.za		
Reporting period:	Mid-Year Assessment		
MTREF:	2018	Budget Year:	2018/19
Does this municipality have Entities?	No		
If YES: Identify type of report:			
Name Votes & Sub-Votes			
Printing Instructions		Imports documents which provide essential assistance	
<u>Showing / Hiding Columns</u> <input type="button" value="Hide Reference columns on all sheets"/> <input type="button" value="Hide Pre-audit columns on all sheets"/> <u>Showing / Clearing Highlights</u> <input type="button" value="Clear Highlights on all sheets"/>		<u>MFMA Budget Circular 2011/12</u> <input type="button" value="Click to view"/> <u>MBRR Budget Formats Guide</u> <input type="button" value="Click to view"/> <u>Dummy Budget Guide</u> <input type="button" value="Click to view"/> <u>Funding Compliance Guide</u> <input type="button" value="Click to view"/> <u>MFMA Return Forms</u> <input type="button" value="Click to view"/>	



MATJHABENG LOCAL MUNICIPALITY
QUARTERLY BUDGET AND PERFORMANCE REPORT

The attached report is submitted in terms of Section 52 (d) of the Municipal Finance Management Act (MFMA), Act 56 of 2003 for three months ended 31 December 2018

TABLE 1	Budget for the three months	Actual for the three months
Revenue	507 261 538	233 932 051
Intergovernmental Transfer	156 164 500	159 222 000
Total Income	663 426 038	393 154 051
Expenditure	603 859 074	370 925 706
Salaries	190 866 046	170 786 135
Water	119 743 369	4 456 522
Electricity	110 063 332	72 332 331
Other/Stationery, Telephone	183 186 327	123 350 718
Net Surplus/(Deficit) before Capital payments	59 566 964	22 228 346

(1)

MIG Payments	30 201 083
INEG Payments	-
WSIG Payments	5 296 345

(2)

Capital Assets procured - Equitable Share	-
Fleet & Equipment	-
Office Convention / Furniture	-
Net Surplus/(Deficit) after Capital payments	-13 269 082

R -13 269 082

The Municipality incurred more expenditure than amount received for three months period ending December 2018 .

1. Out of the total budget of R603 859 074 only R 370 925 706 was spent for the three months period
2. There was an under-spending of MIG payments of R 102 917 for the quarter.

TABLE 2	Actual for the three months
Total Billings	420 436 617
Less: Indigent Billing	8 822 404
Actual Collectable Billing	411 614 213
Actual Revenue Received	230 063 547
Consumer Revenue	208 395 260
Other	21 668 288
Grants & Subsidies	159 222 000

(1)

(2)

(3)

Pay rate for Second Quarter (Billing)	56%
Total income percentage - Second Quarter	57%

Notes

- 1.The 'Actual Collectable Billing' figure reflects the amount invoiced to consumers for services consumed during the three months, excluding the poorest of the poor.
- 2.The 'Consumer Revenue' relates to revenue actually received from consumers during the three months. 56% was collected on Consumer Revenue out of the Actual Collectable Billing
- 3.'Other Revenue' relates to items such as Interest on debtors, Rentals etc. billied for the reporting period.

Table 3 and Table 4 provides an analysis of the various revenue and expenditure figures.

MT Tsie
Compiled By

_____ Date _____

Lindsey Williams
Reviewed By

_____ Date _____

Thabo Panyani
Approved By

_____ Date _____

FS184 Matjhabeng - Supporting Table SC13e Monthly Budget Statement - capital expenditure on upgrading of existing assets by asset class - M06

<i>Nature Reserves</i>								-	
<i>Public Ablution Facilities</i>								-	
<i>Markets</i>								-	
<i>Stalls</i>								-	
<i>Abattoirs</i>								-	
<i>Airports</i>								-	
<i>Taxi Ranks/Bus Terminals</i>								-	
<i>Capital Spares</i>								-	
Sport and Recreation Facilities	-	-	-	-	-	-	-	-	-
<i>Indoor Facilities</i>								-	
<i>Outdoor Facilities</i>								-	
<i>Capital Spares</i>								-	
Heritage assets	-	-	-	-	-	-	-	-	-
<i>Monuments</i>								-	
<i>Historic Buildings</i>								-	
<i>Works of Art</i>								-	
<i>Conservation Areas</i>								-	
<i>Other Heritage</i>								-	
Investment properties	-	-	-	-	-	-	-	-	-
<i>Revenue Generating</i>								-	
<i>Improved Property</i>								-	
<i>Unimproved Property</i>								-	
<i>Non-revenue Generating</i>								-	
<i>Improved Property</i>								-	
<i>Unimproved Property</i>								-	
Other assets	-	-	-	-	-	-	-	-	-
<i>Operational Buildings</i>								-	
<i>Municipal Offices</i>								-	
<i>Pay/Enquiry Points</i>								-	
<i>Building Plan Offices</i>								-	
<i>Workshops</i>								-	
<i>Yards</i>								-	
<i>Stores</i>								-	
<i>Laboratories</i>								-	
<i>Training Centres</i>								-	
<i>Manufacturing Plant</i>								-	
<i>Depots</i>								-	
<i>Capital Spares</i>								-	
<i>Housing</i>								-	
<i>Staff Housing</i>								-	
<i>Social Housing</i>								-	
<i>Capital Spares</i>								-	
Biological or Cultivated Assets	-	-	-	-	-	-	-	-	-
<i>Biological or Cultivated Assets</i>								-	
Intangible Assets	-	-	-	-	-	-	-	-	-
<i>Servitudes</i>								-	
<i>Licences and Rights</i>								-	
<i>Water Rights</i>								-	
<i>Effluent Licenses</i>								-	
<i>Solid Waste Licenses</i>								-	
<i>Computer Software and Applications</i>								-	
<i>Load Settlement Software Applications</i>								-	
<i>Unspecified</i>								-	
Computer Equipment	-	-	-	-	-	-	-	-	-
<i>Computer Equipment</i>								-	
Furniture and Office Equipment	-	-	-	-	-	-	-	-	-
<i>Furniture and Office Equipment</i>								-	
Machinery and Equipment	-	-	-	-	-	-	-	-	-
<i>Machinery and Equipment</i>								-	
Transport Assets	-	-	-	-	-	-	-	-	-
<i>Transport Assets</i>								-	
Libraries	-	-	-	-	-	-	-	-	-
<i>Libraries</i>								-	
Zoo's, Marine and Non-biological Animals	-	-	-	-	-	-	-	-	-
<i>Zoo's, Marine and Non-biological Animals</i>								-	
Total Capital Expenditure on upgrading of existing assets	1	-	-	-	-	-	-	-	-

References

1. Total Capital Expenditure on new assets (SC13a) plus Total Capital Expenditure on renewal of existing assets (SC13b) plus Total Capital Expenditure on upgrading of existing assets (SC13e) must reconcile to total capital expenditure in Table C5

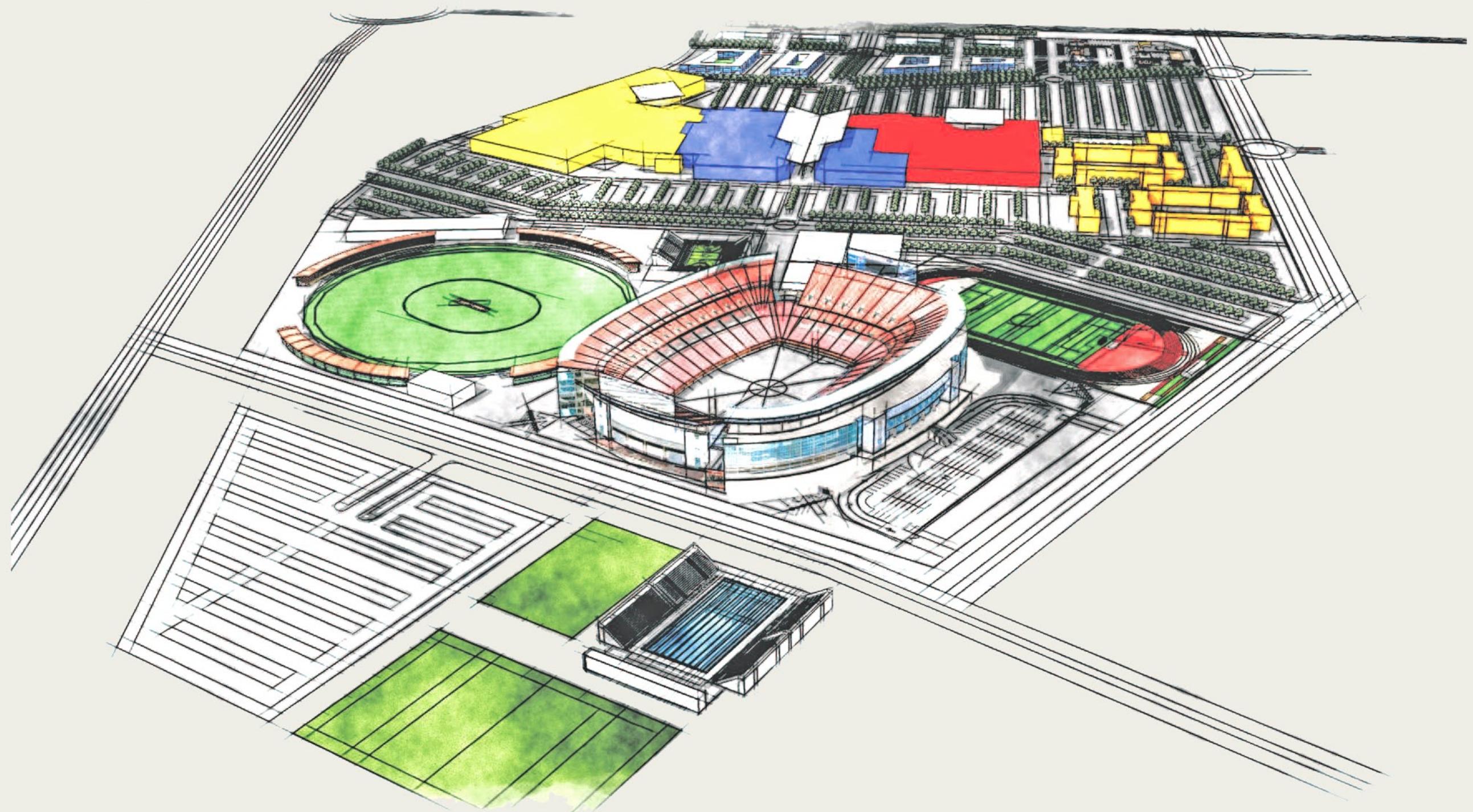
check balance

LOCATION – SUBDIVISION 2 OF VOORUITGANG 52



MATJHABENG REGIONAL MIXED USED SPORTS AND COMMERCIAL PRECINCT.

- Remainder of Portion 2 OF THE No.52 Farm Vooruitgang-



Developer:

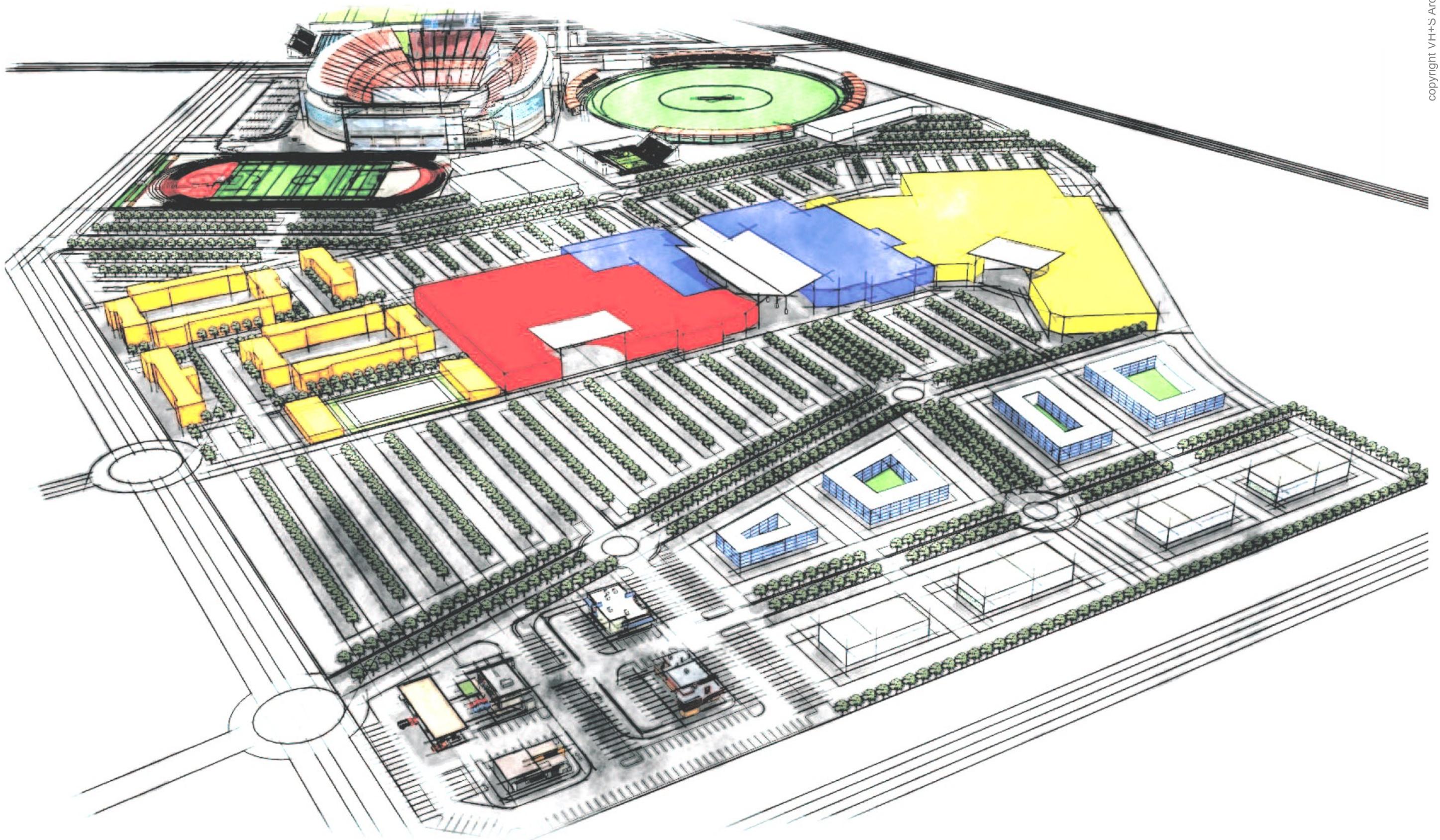
 **LANDMARK** 


VENTER HUMAN + STRYDOM ARCHITECTS (PTY) LTD



Macro Locality





Bird's Eye View



Site Plan



ZONE A - sports facilities

STADIUM	= 15 000 seats
CRICKET OVAL	= 19 600m ²
ATHLETICS TRACK	= 2.5ha
MULTI PURPOSE	= 1.3ha
INDOOR	= 1.5ha
TOTAL AREA	= 79 800m²
SITE AREA	= 198 005 m ² (19.8ha)



Zone A Plan & Area Schedule

SERVICE LEVEL AGREEMENT FRAMEWORK

1. PARTIES

This agreement is entered into between:

- 1.1. **NFS LEJWELEPUTSWA COMMUNITY PARTNERSHIP TRUST**
("The Trust")
IT NR: 418/04

Herein represented by its trustees:

MF TSHABALALA N.O.
ID: 7011305589084

FF MABUYA N.O.
ID: 4503115428087

LA MOKODLUTLO N.O.
ID: 6512175711082

and

- 1.2. **MATJHABENG LOCAL MUNICIPALITY**

("The Municipality")

(represented herein by its Acting Municipal Manager, **M Lepheana**,
duly authorized thereto.)

and

- 1.3. **EUROMID S A (PTY) LTD.(REG.NO. 2012/011066/07)**

("Euromid")

(Represented herein by, **DR. SAAD SHAAT** (ID: 6412115164189), in his
capacity as managing director, duly authorized thereto.)



Handwritten signatures of MF, L.A., and M.F. are visible on the right side of the document. The signature 'MF' is at the top right, 'L.A.' is in the middle, and 'M.F.' is at the bottom right. There is also a large, stylized initial 'S' on the far left.

2. INTERPRETATION

2.1. The clause headings in this Agreement are for reference purposes only, and shall not be used in the interpretation thereof;

2.2. Unless the context clearly indicates otherwise:

2.2.1. Expressions which denote:

2.2.1.1. any gender, shall include the other genders;

2.2.1.2. a natural person shall include a juristic person, and *vice versa*;

2.2.1.3. the singular shall include the plural and *vice versa*;

2.2.2. the following expressions shall have the meanings set opposite them below, and cognate expressions shall bear corresponding meanings:

2.2.2.1. "**the Trust**" - the party referred to in paragraph 1.1 hereof;

2.2.2.2. "**the Municipality**" - the party referred to in paragraph 1.2 hereof;

2.2.2.3. "**Infrastructure**" - means such bulk water services, electricity services and all related services.

2.2.2.4. "**the Development**" - means the Matjhabeng Regional Multipurpose Sport Stadium Complex development undertaken by the trust.

2.2.2.5. "**Charges**" - means the fee tariffs which will be determined by the Municipality for the provision of municipal services to the development;

2.2.2.6. "**the Effective Date**"

*YFG JK
Cyt. MP*

MF

- means the date of signature of this agreement by all Parties hereto;
- 2.2.2.7. **“External Bulk Services”** - means the Municipal engineering services to be rendered by the Municipality to the development site, and shall mean bulk sewerage, water services, storm water, electricity streets and roads;
- 2.2.2.8. **“Internal Services”** - means the services which will be rendered by the developer on site.
- 2.2.2.9. **“the Land”** - means portion of land situated at Portion 2, No 52 Farm Vooruitgang, Welkom.
- 2.2.2.10. **“ Euromid S A”** - means the party referred to in paragraph 1.3. hereof.
- 2.2.2.11. **“the Developer”** - means EUROMID AFRICA DEVELOPMENT (PTY) LTD. in partnership with the trust.
- 2.2.2.12. **“ LAA”** - means the land availability agreement entered into between the trust and the Municipality, attach hereto as annexure “A”.
- 2.2.2.13. **“PBO”** - means Public Benefit Organisation.
- 2.2.2.14. **“DTI”** - means the Department of Trade and Industry.

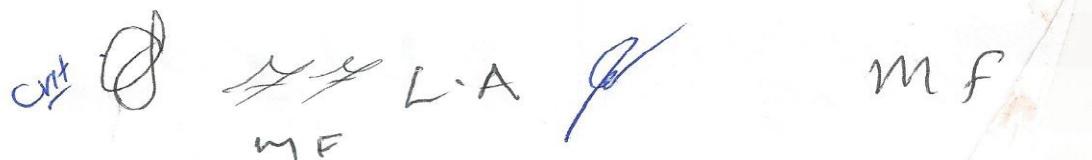
2.3. Where any time period in terms of this agreement is calculated it is agreed that such calculation will be done with exclusion of the first day and inclusion of the last day.

3. RECORDAL

The parties hereto record the following:

*Mr. YY LA ✓ ✓ MF
MF*

- 3.1. PROJECT CONCEPT:** The Trust was formed to establish a Regional Multi-Purpose Sport Stadium Facility with a 40 000 capacity with the support of the Matjhabeng Local Municipality. The scope was extended to expand the stadium into a Regional Multi-Purpose Sport Complex. The sport complex will also comprise additional profit making businesses that will support the financial viability of a self-sustainable facility over the long term.
- 3.2 LAND AVAILABILITY AGREEMENT:** The Matjhabeng Local Municipality and the Trust signed a Land Availability Agreement in support of the project initiative where the Municipality has made the portion of land situated at Portion 2, No 52 Farm Vooruitgang, Welkom, available to the Trust, which is attached hereto as annexure "A", for the Trust to erect the development on;
- 3.3 PNGOP (PUBLIC NGO PARTNERSHIP AGREEMENT):** The Matjhabeng Local Municipality and the Trust signed a specific form of partnership agreement as per the requirement of external funders to ensure the flow of grant funding via the Municipality towards the project. This agreement is attached hereto as annexure "B".
- 3.4 DEVELOPMENT COMPANY AND MOTIVE:** The project was initiated by the Trust registered as a non-profitable PBO with the intention to establish a multi-use precinct that will provide self-sustainability, of a sporting facility in Matjhabeng as an investment project. In order to ensure economic viability and sustainability of the project, a new company will be established to act as the development and management Company, viz. EUROMID AFRICA DEVELOPMENT (PTY). The developer will be formed jointly between the trust and the investors and will be bound by all agreement conditions already signed between the Trust and the Municipality. The developer will manage the project with a profit motive in



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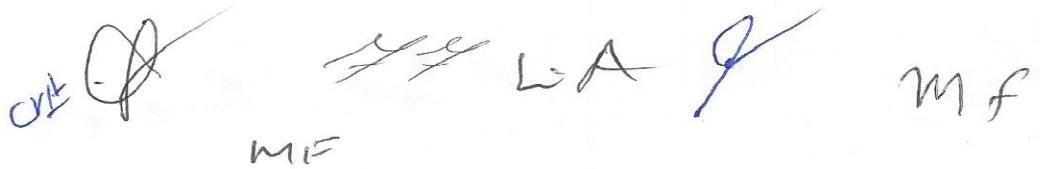
order to ensure a profitable and sustainable business venture. The project in total will be funded by means of private investment. Although the primary responsibility of the Municipality is to create a conducive environment for development, the responsibility for the provision of land and bulk services lies with the Municipality or by means of a negotiated responsibility with the developer.

EUROMID S A (PTY) LTD through EUROMID AFRICA DEVELOPMENT (PTY) LTD. will provide finance to the project in a form of investment capital towards installation of all the internal services and structural construction of the entire multi-use development. Upon approval of grant funding by the DTI the private investors shall provide the balance of the total costs of the entire development not so provided for by the DTI grant.

Income will be secured by long term lease agreements (30+ years) between the investor/s and the trust, as future land owner, over the non-sporting facilities. These lease agreements with the Trust will financially support the viability of the project.

Operational:

- (i) The Developer will be responsible for Corporate Social Investment related benefits towards the sports structures and the identified beneficiaries.
- (ii) The Developer will without exclusion consider national and international service providers, but, will opt preferentially towards the locals, regional and provincial residents that are South Africans citizens.
- (iii) The Developer will enter into a mutual business agreements in the provision of jobs prior, during and beyond construction of the intended development.



Handwritten signatures and initials in blue ink. From left to right: a signature starting with 'J', a signature starting with 'G', a signature starting with 'L-A', and initials 'Mf'.

- 3.5. PROJECT FUNDING:** The initial capital funding for the establishment of the project will be derived from financial grants from the Department of Trade and Industry, investment from EUROMID S A (PTY)LTD as well as from other private investments, in partnership with the Trust. The value of land or any other contributions from the Municipality will be considered as a once off contribution in support of the DTI grant.
- 3.6 BENEFICIARIES OF THE PROJECT:** The Developer has undertaken the development to benefit the Matjhabeng Community and such beneficiaries whom will make use of the development on a Social level once it is self-sustaining. Social beneficiaries will derive benefits from the Trust, by distributing their annual dividends to the identified existing sporting codes at their own discretion. The sporting codes will form part of the advisory board to the Trust and are thus actively involved. Also as an investment project, the project will financially benefit the Trust and its development company and/or investors.
- 3.7 SITE REQUIREMENTS:** In order to create an alienable property for the project, the target portion of land situated at the farm Vooruitgang No 52, Welkom, will require the normal processes of township establishment, rezoning etc. in order to cater for the land uses as will be determined by the project feasibility study.

Also, being a greenfields development, the lack of both internal and bulk services for the project is acknowledged. The Municipality will be responsible for the provision of bulk engineering and electrical services to the project, but in case funding is not available the Municipality will negotiate the provision of the required funding with the developer inclusive of a repayment scenario.

ant J. M. L. A. J.

Mf

3.8 DEVELOPMENT FACILITATION: In terms of the social and financial benefits of the project regarding local economic development, the role of the Municipality towards the support and creation of a conducive environment for this development is acknowledged, which will include direct assistance (facilitation) with funding applications and access to Council's approved Incentive Scheme.

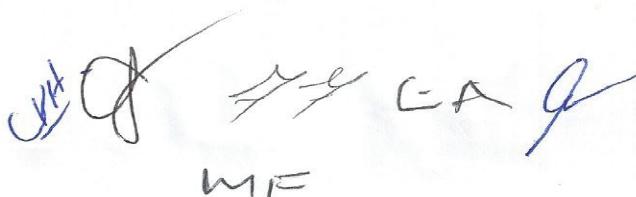
4. PURPOSE OF AGREEMENT:

This agreement is entered into in order to define the relationship between the Municipality and the Developer in support of – and in preparation of the development implementation - and the reciprocal roles of the parties hereto in completion of certain technical aspects required by the Project, and in particular the securing of Bulk Services from the Municipality and the application for funding of same from the Department of Trade and Industry.

5. PARTIES' OBLIGATIONS:

5. 1 THE MUNICIPALITY:

- 5.1.1 The Municipality will forthwith make available existing bulk infrastructure at its immediate disposal and will ensure efficient provision of such infrastructure to the land at the Municipality's cost. This will include the provision of sewerage networks, clean water supply and electricity/power supply points up to the border of the land. The parties will draft a refuse collection program and the Municipality will provide such services to the development.
- 5.1.2 Subject to the above the Municipality will obtain from the Developer a business plan for all required bulk services and upon which the



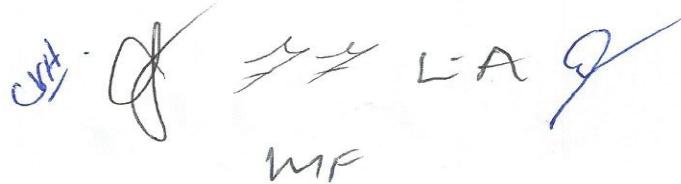
A handwritten signature in blue ink, appearing to read "W.F.", is written over a large, faint, cursive signature that looks like "Johannesburg". Below the main signature, the initials "W.F." are written in a smaller, more formal font.

Municipality will apply to the Department of Trade and Industry for the funding thereto.

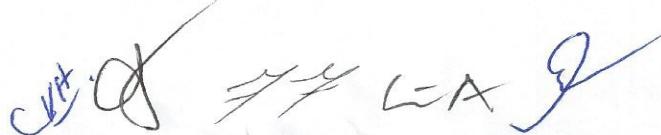
- 5.1.3 The Municipality undertakes to contribute an amount equal to a minimum of 10% of the total cost required to provide bulk infrastructure to the land in order to enable the development to proceed. The project will accordingly be included in the Municipality's Integrated Development Plan and the 2015/2016 Capital Budget.
- 5.1.4 The Municipality will authorize the Developer to commence with the construction of such bulk infrastructure provided that the design and construction process is done in consultation with and to the satisfaction of the Municipality, and that after completion of such bulk Infrastructure the Municipality will take over such infrastructure and will be responsible for the maintenance thereof.
- 5.1.5 The Municipality acknowledges the partnership of the Trust and **EUROMID S A (PTY) LTD** to continue with the development and further approves any such partnership as should be entered into by the Trust in completion of the development.

5.2. THE TRUST/ EUROMID:

- 5.2.1. The Developer will duly apply to finalize all the necessary procedures in order to create an alienable portion of land inclusive of township establishment etc. and to create the necessary land uses for the development.
- 5.2.2 The Developer will duly apply for an investment incentive from the Municipality in terms of the prescribed incentive scheme, inclusive of the land donation.



- 5.2.3 The Developer will undertake all necessary processes to ensure transfer of the land to it.
- 5.2.4 The Developer will prepare a business plan in relation to the provision of all Bulk Infrastructure required for the project in consultation with the Municipality.
- 5.2.5 The Developer, in consultation with the Municipality, will prepare an application for the funding of the Bulk Infrastructure to the DTI.
- 5.2.6 The Developer will, prior to obtaining the funding from the DTI, for the bulk infrastructure, design and construct the Bulk Services at its own costs in terms of the standards and requirements of the Municipality.
- 5.2.7 Upon completion of the development the Developer will coordinate sporting events and programs with those of the Municipality.
- 5.2.8 The Trust will own the land in accordance with clause 2.2. of the LAA but the Municipality will reserve a first re-purchase option to the land should it remain undeveloped for a period exceeding 5 years from date of transfer of the land to the Trust/Developer and subject to monitoring and negotiation between the parties hereto in terms of Annexure "A".
- 5.2.9. Self-sustainability: The project will comprise of subprojects in financial support of the general maintenance for self-sustainability of the project over a long term.
- 5.2.10 The Developer will be responsible for all internal services on site and will connect to the bulk infrastructure services delivered by Municipality at the site boundary of the intended development.



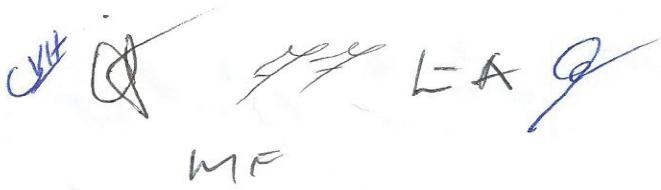
MF

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6. ARBITRATION:

- 6.1. Any dispute, difference, impasse or deadlock between the parties pursuant to this agreement, such dispute must be submitted to – and finally settled by arbitration.
- 6.2. Any party hereto may demand that such a dispute must be arbitrated by giving written notice to the other party.
- 6.3. That arbitration shall be held at the offices of Podbielski Incorporated, 355 Stateway, Welkom but will not preclude any party from obtaining urgent relief from a competent court in terms of this agreement.
- 6.4. The parties shall mutually agree upon a suitable and impartial arbitrator within 14(fourteen) days from the date upon which a dispute is declared by either party.
- 6.5. Should the parties not be able to agree upon an arbitrator within 14(fourteen) days from serving a request for arbitration, such arbitrator will be the president of the Free State Law Society.
- 6.6. The parties hereby irrevocably agree that any award so issued by the arbitrator shall be final and binding upon them, carried into effect and may be made an order of any competent Court.

7. DOMICILIA



Handwritten signatures and initials in blue ink. The first signature appears to be 'J. M. P.' followed by 'J. M. P.'. Below these is the handwritten initial 'MP'.

- 7.1. The parties elect as their respective *domicilia citandi et executandi* where they will accept service of all forms and process in terms of this agreement the following addresses:

7.1.1. The Trust:

64 Bok Street
Golden Heights Building, 2nd floor
Room 213

7.1.2. Euromid:

SAME AS TRUST

7.1.3. The Municipality:

- 7.2. Any party hereto may from time to time change its domicilium address by notice in writing to all other parties hereto and the Company (provided that such address must be an address within the Republic of South Africa and may not be a post office box or *poste restante* address), such notice will only have legal effect upon receipt thereof by the addressee thereof.
- 7.3. Any notice in terms of this agreement must be delivered personally or by way of registered post and in writing. Notice by registered post will be deemed to have been delivered, until the contrary is proven, within 5(five) days from the date of sending thereof.

8. BREACH OF CONTRACT

In the event of either of the parties hereto being in breach of any of the terms of this agreement and failing to remedy such breach within a period of ten days


J. H. L. A. F.
IMF

after receipt by it of a written notice requiring such breach to be remedied, the party aggrieved thereby shall be entitled, without prejudice to any other rights which it may have in terms of this agreement or at law, to through arbitration:

- 8.1. Claim specific performance of the terms of this agreement as well as such damages which it may have suffered;
- 8.2. Cancel this agreement and claim and recover damages; or
- 8.3. Keep this agreement in force and recover such damages as it may have suffered as a result of such breach.

9. EXPIRATION OF AGREEMENT:

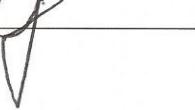
- 9.1. The agreement will expire in accordance with clause 2(2.2) and (2.3) of annexure "A" hereto;
- 9.2. Save for the supply of such services as set out herein under and the application of such finds as set out herein, the development, the Trust and Euromid will not be obligated to enter into any further agreement with the Municipality.

10. GENERAL:

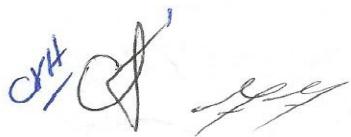
- 10.1. Any relaxation, indulgence, extension or waiver which one party may grant or extend to the other, shall in no way effect or prejudice the rights of the former under this agreement or in any respect be regarded as a waiver or novation of the former's rights in terms of this agreement.

Thus done and signed at WELKOM on this 30th day of October 2014.

Witnesses:

1. 
2. 


MF TSHABALALA N.O.


MF   LA 



FF MABUYA N.O.

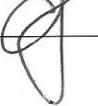


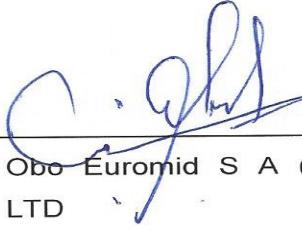
LA MOKOLUTLO N.O.

obo The Trust

Thus done and signed at WELKOM on this 30th day of October 2014.

Witnesses:

1. 
2. 



Obo Euromid S A (PTY)
LTD

Thus done and signed at _____ on this ____ day of
2014.

Witnesses:

1. 
2. _____

obo the Municipality



LA MR

LAND AVAILABILITY AGREEMENT

made and entered into by and between

Matjhabeng Local Municipality

("the Municipality")

herein represented by Dr. B. Malakoane

in his capacity as the Municipal Manager

And

N.F.S. Lejweleputswa Community Partnership Trust
(IT No: 418/04)

("the Trust")

herein represented by

the Trustees and/or the CEO.

L.A

KY MF

WHEREAS the Municipality is the owner of property mentioned hereunder, which property is made available to the Trust for the development of a multi-purpose sport facility on terms and conditions embodied herein.

AND WHEREAS the Trust requested that the Municipality avails the said property for the development and upgrading of the said property on terms and conditions entailed in this Agreement.

Now therefore parties agree as follows:

Matjhabeng Municipality makes the land available to N.F.S. Lejweleputswa Community Partnership Trust (IT No: 418/04) for the development of multi purpose sports facility in phases, subject to the following conditions.

1. Property Description

- 1.1. The land that forms the subject of this agreement consist of portions of subdivision 2 of the Farm Vooruitgang 52, Administrative District Welkom, as depicted on Annexure "A" hereof:
 - 1.1.1 The figure A to S in extent ± 54,6 ha
 - 1.1.2 The figure marked "Phase 3 Development" in extent ± 36ha
 - 1.1.3 The figure marked "Future Development" in extent ± 34ha

2. Disposal

- 2.1. The Municipality herewith authorises the Trust to rezone, subdivide and transfer the land in favour of the latter, who also agree to bear the costs of this transaction.
- 2.2. The Trust is hereby obliged to keep the property in trust for the use and benefit of the community of Matjhabeng, the Free State and South Africa.
- 2.3. If the Trust no longer wish to make use of the land and the attachments thereon, it (Trust) barred from selling the property to third parties, this property will revert to Council.
- 2.4. In the event of the dissolution of the trust in any manner, the remaining Trustees must indicate to the Municipality which will initiate the transfer process.
- 2.5. The Parties agree herein that a condition be inserted in a Title Deed whereby the Municipality has the first option to buy.

3. Costs

- 3.1. The cost for subdivision rezoning and transfer of land will be for the account of the Trust.
- 3.2. Land costs will be calculated at the nominal rate of R1 payable upon transfer of the property.
- 3.3. Matjhabeng Municipality will not be liable for any costs incurred by the Trust during the processes mentioned in paragraph 3.1 above.

4. Services

- 4.1. On finalisation of the extent of development the Trust will be obliged to enter into Co-operation and Services agreement with Matjhabeng Municipality whereby the services to be provided to the area outlined.
- 4.2. The internal services to the property will be provided by the Trust and the Bulk services by Municipality if resources so permit.

5. Conditions to fulfil this agreement

- 5.1. This agreement shall be subject to:
 - 5.1.1. The necessary approvals for subdivision, rezoning and Municipal by-laws.
 - 5.1.2. The Trust must notify the Municipality of the extent of the intended development of phase 1.
 - 5.1.3. The trust entering into a Co-operation and Services agreement with Municipality.
 - 5.1.4. Proof of financial backing that cover the extent of the phase 1 development is given to Municipality before development commences or registration of the transfer of land.
- 5.2. The above conditions shall be fulfilled before 31 December 2010 for the phase 1 development.

6. General

- 6.1. The Trust will not be liable for rates and taxes or service charges until the land is transferred or the sport Stadium completed and in use, whichever is the earliest.
- 6.2. The Matjhabeng Municipality will not unnecessary delay any negotiations or signing of agreements stemming from this agreement and will take all steps necessary to allow for the transfer of the property when requested.

L-A

JJ

M.F. MM

6.3. The land will revert to the Municipality without any further notification to the Trustees, if within 3 (three) years from the date of the last signing party, there are no developments on the property.

7. Breach

In the event that either party should be in breach of its obligations in terms of this agreement and remain in default for a period of 30 (thirty days after date of delivery to such defaulting party of a written notice calling for the rectification of such breach, then and in such event:

- 7.1. The aggrieved party, subject to any other rights which it may have, shall be entitled to recover any cost thus incurred or amounts expended in connection with such rectification from the defaulting party on demand, which amount shall be payable within 14 (fourteen) days of demand being made therefore. In the event of late payment, the aggrieved party shall be entitled to interest on any amount due at a rate of 3% above the Bank prime rate as charged by the Standard Bank of South Africa Limited from time to time.
- 7.2. Either party may refer any dispute or breach to arbitration as set out in clause 8 below.
- 7.3. No remedial action by an aggrieved party shall be deemed to be a waiver of any rights of the aggrieved party to claim damages from the defaulting party as a result of such breach.

8. Resolution of Disputes

- 8.1. Should any dispute arise between the parties hereto with regard to the interpretation or implementation of any one or more of the provisions of this agreement, the parties shall in the first instance attempt to resolve such dispute by amicable negotiations.
- 8.2. Should any dispute remain unresolved, either party may require that the matter be referred by the parties, with or without legal representation, to a mediator at a place and at a time as to be determined by such mediator. The mediator shall be selected by agreement between the parties. The mediator shall at his entire discretion determine whether the reference to him shall be made in the form of written or verbal representations, provided that in making this determination he shall consult the disputing parties. The mediator shall within a reasonable period thereafter express in writing an opinion on the matter and furnish the parties each with a copy thereof. The opinion so expressed by the mediator shall be final and binding upon the parties until otherwise ordered as contemplated in 8.3 or 8.4.
- 8.3. If either of the parties is dissatisfied with or unwilling to accept the opinion expressed by the mediator, or if the parties are not able to agree to a mediator within 21 (twenty one) days of a request by one party to the other for mediation proceedings to be instituted, then and in either such event the dissatisfied party or whereon mediation has occurred, then either party may by way of written notice to the other give notice of the existence of the dispute and request that same be referred to arbitration.

L.A

J.Y.M.F

8.4. Such referral to arbitration shall be as contemplated in the Arbitration Act 1965 (Act 46 of 1965) provided that –

8.4.1. A single arbitrator shall be appointed.

8.4.2. The arbitrator shall be a professional person who shall be either an architect, quantity surveyor, engineer or legal practitioner of at least 10 (TEN) years' standing as a private professional practitioner, agreed upon by the parties within 7 (SEVEN) business days after the date on which the arbitration is called for and failing such agreement, then to be nominated by the president of the LAW Society of the Free State.

8.4.3. The arbitration proceedings shall take place at a venue to be determined by the arbitrator.

8.4.4. The arbitration proceedings shall be held informally and in a summary manner, that is on the basis that it will not be necessary to observe strict rules of evidence or the usual formalities of procedure.

8.4.5. The decision of the arbitrator shall be final and binding.

8.4.6. The cost of the arbitration proceedings shall be borne by the party as decided by the arbitrator.

SIGNED at WELKOM for and on behalf of Municipality on this 29... day of
JANUARY.....2008

Witness

Municipality Manager
Matjhabeng Municipality

SIGNED at WELKOM on behalf of the Trust on this 25... day of JANUARY....2008.

Witness

F.R. MABUYA. (Trustee)

Witness

L.A

¹For a discussion of the relationship between the two types of capital, see *op. cit.*

Stella
Witness


John Doe
Witness

Witness


Witness

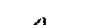
W. L. Smith
Witness)


B.J. Miller

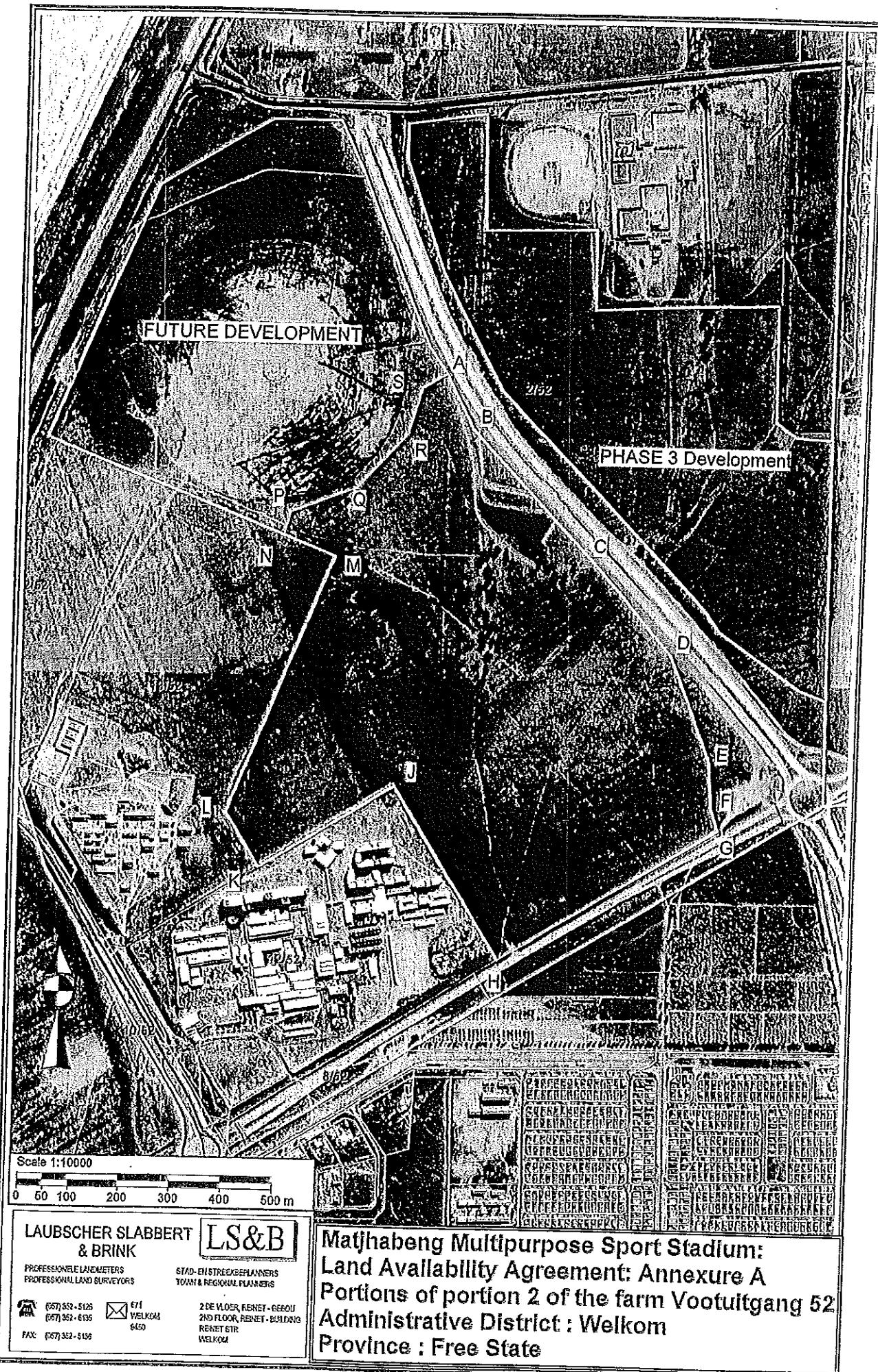
M.F TSHABALALA (Trustee)


L.A. MOKOLUTLO (Trustee)

..A MOKOLUTLO (Trustee)


John Schenck

L.A NYSCHÉN (Trustee)



K2014239501 S A

**EUROMID AFRICA
DEVELOPMENT
(PTY) LTD**



64 Bok Street, Golden Heights Bld, 2nd Floor, P.O Box 3039, Welkom 9460
0732049200 – Fax: 0865120844, bm.euromidafricadevelopment@yahoo.com

THE OFFICIAL DEVELOPERS OF THE PROJECT CENTRAL MULTI-USE PRECINT - WELKOM

26th October 2018

Ref: No A12005 / -SA 35/2006

Department Spatial Planning

The Municipal Manager

c/o The Manager Spatial Planning/ Infrastructure

Matjhabeng Municipality

Welkom

Honourable

Re: project registration number

Following our meeting of the 18th September 2018.

It was suggested that the project require registration of approval and, an acceptance became of that the registration will be as per the Municipal Council resolutions on the project.

Herein find the project Registration number: **Ref- A12/2005 – SA 35/2006**.

We therefore request that a space is created and the reference number be used as code in the future.

We hope you will find this in order.

Kindest regards.

Mnyamane Best (Manager Operations)

.....Signed.....

Directors: Mnyamane B M (Executive Director)



Directors: Mnyamane B M (Executive Director)



DRAFT

SOCIAL COMPACT

SOCIAL COMPACT

BETWEEN

**NFS Lejweleputswa Community
Partnership Trust IT 418/04**

THE RESPECTIVE

STAKEHOLDERS

AT

LOCAL, PROVINCIAL,

NATIONAL LEVELS

AND, THE

EUROMID AFRICA DEVELOPMENT (PTY) LTD
64 Bok Street, 2nd Floor, Golden Heights Bld,
Welkom 9460
Contact 073 2049200



IDENTIFIED BENEFICIARY ORGANISATIONS

Secure, develop, sustain

PROJECT MATJHABENG REGIONAL MULTIPUPOSE SPORT STADIUM

FORWORD

The regional multipurpose sport stadium, the multisport academy and community centre that comprise the **MULTI-USE PRECINCT**, are meant towards attracting tourism and talent development respectively; therefore, their impact is not for direct income generating and profitmaking. They will always be used by the community as part of social development and enhancement. Therefore, this Social **Compact** is drawn in pursuant of smooth operation by the management company which will be appointed to run these facilities.

The Social Compact will in principle, provide guidance regarding use and the strategies that are to be applied by the different stakeholders and beneficiaries to the project for their convenience; however, the details regarding use thereof, shall be contained in the **terms and conditions**, in order to enable management of the facility.

Targeted stakeholders

THE SPORTS FEDERATIONS

- **MALFA** – Matjhabeng Local Football Association
- **SAFA** Lejweleputswa – South African Football Association Lejweleputswa District
- **AFS** – Athletic Free State
- **BBFS** – Free State Basketball
- **Griffons Rugby Union**

LDSRC -Lejweleptswa District Sports and Recreation Council

CUT – Central University of Technology

PSL – Professional Soccer League

FSSC - Free State Confederation

MAREMUSA – Matjhabeng Regional Multi Sports Academy

MLM - Matjhabeng Local Municipality

NGOs, CBOs

DSACR - Department of Sports, Arts, Culture and Recreation

SRSA - Sports and Recreation South Africa

DETEA – Department of Economics, Tourism and Environmental Affairs

- Tourism Authorities

PREAMBLE

South Africa's constitution does permit that members of the community may initiate and support in their quest towards complementing service delivery by government. Also, the Municipal White Paper suggest the areas that the community structures such as the NGOs and PBOs could initiate service delivery related projects in order to provide support unto the authorities.

Therefore, NFS Lejweleputswa Community Partnership Trust IT 408/04 as one such community structure, registered as PBO **Ref. No 1325/970/14** has intended a community project called Matjhabeng Regional Multipurpose Sport Stadium (Complex). The Municipal Council did convene to endorse the establishment such a community project.

WHEREAS Matjhabeng Local Municipality in terms of Municipal Council Resolution A12/2005 read together with SA 35/2006 and A6/2014 has resolved to allocate land at the Remainder of Portion 2 of No 52 Farm Vooruitgang in order to have the Multipurpose Sport Stadium (Complex) established.

WHEREAS NFS Lejweleputswa Community Partnership Trust **IT 418/04**, registered as PBO (Public Benefit Organisation **No: 1325/970/14**) identified the location to establish a Regional Multipurpose Sport Stadium that is coupled with Multisport Academy, to be incorporated into the development of MULTIUSE PRECINCT at the Remainder of Portion 2 of No 52 Farm Vooruitgang and entered into LAA (Land Availability Agreement) with the Municipality. NFS Lejweleputswa Community Partnership Trust has formed partnership development with the potential investor/s in pursuit of the same development.

THEREFORE, the parties accept that NFS Lejweleputswa Community Partnership Trust has entered into development Partnership with the identified investor/s in pursuit of the intended Matjhabeng Regional Multipurpose Sport Stadium.

1. Approach

After some consultation with the various community organisations, this social compact was initiated and, it is on the basis of such interaction that it is drawn and considered appropriate in perpetuating consultation with the local, regional, provincial, national structures and government institutions or related agencies in pursuit of an understanding on how the intended facility will be used and expected to benefit the community through various channels.

This **SOCIAL COMPACT** is set to address the pre and post development phases of the project Matjhabeng Regional Multipurpose Sport Stadium.

2. Target

- 2.1 Unemployed, especially youth of all genders in the area of jurisdiction where the development is intended.
- 2.2 Transfer of technical skills to the identified candidates
- 2.3 Children under age and have potential and talent to be guided in becoming sports excellences.

3. Construction

- 3.1 NFS Lejweleputswa Community Partnership Trust and its development Partners will ensure that they first look at local when construction of the project gets underway.
- 3.2 The Parties accept that where there is no specialised service required, the local labour will be 80%.

4. Benefit

- 4.1 The project, prior to the development period, will identify the unemployed local youth of all genders which it will target to provide training on skills training.
- 4.2 The project will target the community at local, district and provincial levels
- 4.3 Development of talent towards identified children under age and adult youth of all genders to pursue their career in sports.
- 4.4 The local municipality will be paid for the services rendered.

5. Beneficiaries

- 5.1 The sporting organisations shall be identified for consideration and would become bona fides of Matjhabeng Regional Multipurpose Sport Stadium over a period not less than three years.
- 5.2 The identified sporting organisations shall form part of the annual beneficiary list that will be kept in the records of the Trust.

6. Expectations

- 6.1 The facility will be protected against all sorts of vandalism by the elements of criminality amongst the community.
- 6.2 Members of the community should be involved in the protecting of the facility.
- 6.3 Members of the community shall provide schedule of activities in order to be prioritised towards use of the facility.

7. The agreement

- 7.1 The parties accept that there will be a need to make use of the facility by the stakeholders.
- 7.2 The parties accept that the facility will be built to accommodate an estimated number of 35 000 spectators and also, will have the capacity towards hosting international activities.
- 7.3 The parties accept joint use of the facility where so desired.
- 7.4 The parties accept that the Trust or the managing company will take responsibility of facility management and control.
- 7.5 The parties accept that the facility will require funding in order to provide perpetual maintenance.

- 7.6 The parties accept that the amateur organisations shall not be subjected to full payment when need to use the facility arises rather, shall pay minimal fee towards assisting maintenance only.
- 7.7 The parties accept that for any income generating activity there will be a fee charged by the facility Management Company or NFS Lejweleputswa Community Partnership Trust.
- 7.8 The parties accept that the facility management will determine a minimal charge to be paid by the non-income generating activities.
- 7.9 The parties accept that in the event of activities clashing, NFSLCP Trust will use their discretion as to which activity will be considered to have been scheduled. However, in the event of the activities clashing, the organisers would come up with an alternative date and that would be confirmed in writing to the facility managing company or NFSLCP Trust
- 7.10 The parties accept that only through a confirmed schedule of activities the facility managing company will provide access to the interested user.
- 7.11 The parties accept that each time the facility has been used it will be left in its original position.
- 7.12 The parties accept that the confirmed schedule of activities will serve as automatic booking of the facility. Then terms and conditions of bookings will be attached.
- 7.13 The parties accept that there will be no undue change of dates would be allowed in order to advantage the income generating activity against a non-income generating schedule.
- 7.14 The parties accept that an advance payment or deposit will be paid by the organisers as determined by the facility management policy and the calendar.
- 7.15 The parties accept that the activity organisers shall always be liable to pay for insurance on Public Liability Cover and indemnity cover for the athletes prior, during, and post the events.
- 7.16 The facility management company will be liable for the structural insurance cover.
- 7.17 The parties accept that should the activity be aborted as a result of negligence from the side of the organisers, the organisers shall be held liable and would be responsible for payment of services made in preparing the facility towards hosting the event/s as per confirmed schedule/terms and conditions.
- 7.18 The parties accepted that should a natural disaster struck and the activity become aborted as a result, no payment will be made to the facility management. The managing company will take all responsibility.
- 7.19 The parties accept that the activity organisers shall provide own amenities and sport equipment for their scheduled activity.
- 7.20 The parties accept that the organisers of any sporting activity shall pay for the amenities or equipment if those are provided for, by the facility Management Company or NFSLCP Trust.
- 7.21 The parties accept that the MULTISPORT ACADEMY will run separate from the Multipurpose Sport Stadium.
- 7.22 The parties accept that the tutors shall be identified by the Multisport Academy and so will be payment for they will provide.
- 7.23 The parties accept that each activity organiser will pay for the services rendered by the technical team according to the schedule as confirmed.
- 7.24 The parties accept that each organising group will be obliged to identify the officials that would officiate their activities.

- 7.25 The parties accept that no party will pay for the services rendered the technical team of officials that is secured by the facility management.
- 7.26 The parties accept that the facility management will always confirm if there will be an advance payment.
- 7.27 The parties accept that payment of services that are rendered by Matjhabeng Local Municipality shall be paid accordingly in the name of municipality.
- 7.28 The parties accept that the children shall be registered according to the age groups to form part of the Multisport Academy.
- 7.29 The parties accept that the rescheduled program can be considered only after the facility management have satisfied themselves of the circumstances are surrounding the rescheduling. The facility management may not consider rescheduling as part of absolute solution; therefore, the facility management reserves the right to consider a rescheduled activity.
- 7.30 The parties accept that NFS Lejweleputswa Community Partnership Trust is an organisation not for profit and will require funding towards maintenance of the facility for the purposes of sustainability of the multipurpose sport stadium.
- 7.31 The parties accept that the profit which might derive from use of the facility will be shared by the Trust between the qualifying sports organisations that are play a role regarding the intended multipurpose sport stadium in the area.
- 7.32 The parties accept that after payment of the administration costs and the debts that could be accrued as a result of the activities in the interest of the development multipurpose sport stadium, over a year in review, the management company will ensure that the profit which will be derived from advertisements shall be shared by the deserving beneficiary organisations as reflected in this **SOCIAL COMPACT**.
- 7.33 The parties accept that the estimated development cost on both the MULTISPORT ACADEMY and Regional Multipurpose Sport Stadium is **R133m** and **R430m** respectively.

Declaration

We, the undersigned stakeholders and community organisations from the area where the development Matjhabeng Regional Multipurpose Sport Stadium is undertaken and other levels of the society in South African, herein declare our support towards the intended development and unambiguously accept contents of this **SOCIAL COMPACT** for it is designed and intended to satisfy and serve the interests of our communities and constituencies. Therefore, by attaching our signatures we are activating our perpetual towards the envisaged development.

Thus signed inon thisday.....month
of.....20.....year.

Signature:

Designation

On behalf of the developer

Contact;.....

Email:.....

.....
MALFA – Matjhabeng Local Football Association

Contact;.....

Email:.....

.....
SAFA Lejweleputswa – South African Football Association Lejweleputswa District

Contact;.....

Email:.....

PSL – Professional Soccer League

Contact;.....

Email:.....

CUT – Central University of Technology

Contact;.....

Email:.....

.....
Griffons Rugby Union

Contact;.....

Email:.....

.....
LDSRC -Lejweleptswa District Sports and Recreation Council

.....
FSSC - Free State Confederation

Contact;.....

Email:.....

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MAREMUSA – Matjhabeng Regional Multi Sports Academy

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MLM - Matjhabeng Local Municipality

Contact;..... Email:.....

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DSACR - Department of Sports, Arts, Culture and Recreation

Contact;..... Email:.....

.....

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SRSA - Sports and Recreation South Africa

Contact;..... Email:.....

.....

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NGOs, CBOs

Contact;..... Email:.....

PUBLIC NGO PARTNERSHIP AGREEMENT
NFS LEJWELEPUTWSA COMMUNITY PARTNERSHIP TRUST
IT 418/4

&

MATJHABENG LOCAL MUNICIPALITY



TERMS AND REFERENCE OF THE PUBLIC NGO PARTNERSHIP AGREEMENT:

Whereas the parties met to discuss the formation of Joint venture business relationship and the intended mixed development in order to pursue construction of a one stop multipurpose sport stadium which will involve commercial retail and high density development in the Matjhabeng Municipal area. Joint planning will be undertaken, development design prepared, approval obtained, permission granted from Matjhabeng Municipality, fundraising, will be pursued in line with this agreement

Therefore the parties agree that the following aspects shall comprise this Joint Venture business relationship.

1. PARTIES TO THIS AGREEMENT:

NFS LEJWEJEPUTSWA COMMUNITY PARTNERSHIP TRUST, with IT NR 418/04, herein represented by Tsularakala Motswepula Fane's Cusiperson and

MATJHABENG MUNICIPALITY, herein represented by G Ramathebane, duly authorized by way of Council Resolution SA7/2011.

2. SCOPE AND INTENT OF THIS PROJECT :

- 2.1 The scope of this project will be the development and maintenance of multi-purpose sport stadium, for the benefit of the community.
- 2.2 The Scope of Design Report is attached hereto marked Annexure "A" for easy reference and will be incorporated into this agreement by way of annexure.
- 2.3 A Feasibility study will be conducted to check the necessity of such a stadium, and the sustainability thereof, inclusive of supportive amenities.
- 2.4 The project will be for the benefit of the community and upliftment of certain sports activities in the Goldfields Area.

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- 2.5 Also as referred to in the Report, the total development must be an integrated design in order to allow other non-sporting components and events to use the facility and therefore assist in covering the maintenance cost of the Sporting complex.
- 2.6 It is envisaged that the development will include the following main elements, but the final development concept will be determined by the feasibility study to be undertaken:-
- 2.6.1 A Multipurpose sport stadium consisting of :
- a 40 000 seat outdoor stadium;
 - a 5 000 seat indoor centre with lecture halls.
- 2.6.2 A Commercial retail structure consisting of non sporting components, which can include, but is not bound to components such as -
- a Shopping centre
 - a Petrol service station
 - a Sports Academy and other student accommodation to cater for 300 residents
 - an office court

3. BENEFICIARIES OF THE PROJECT:

- 3.1 The Community based structures and organisations, such as local businesses; residents of the Matjhabeng area, and surrounding areas (as discussed in Part 2) will be considered beneficiaries of this project .
- 3.2 The community will gain from the project where the organised sports structures are going to be subsidised via the income that will be generated from the revenue accumulated, whilst the municipality will gain through the Service level agreement with the Trust and from the general contribution of the project towards the growth and expansion of the local economy at large.

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4. PURPOSE AND EXTENT OF THE AGREEMENT:

- 4.1 The purpose of this agreement is to form a type of Joint Venture Business Relationship, and not a partnership as defined in terms of our common law, between Matjhabeng Municipality and the Trust as envisaged in the Resolution A12/2005.
- 4.2 Subsequently in line with Resolution SA 35/2006, it was determined that the trust will be the company that will be the vehicle to execute this project.
- 4.3 One of the responsibilities of the trust is to secure funding for the feasibility study and project development. Funding will be obtained through various state organisations and private investors.
- 4.4 This agreement is necessitated by National Legislation and related regulations of National Treasury such that Government funding only be released to community organisations via a local Municipality.
- 4.5 The main purpose of this agreement will be to define a business relationship between the Matjhabeng Municipality and the Trust in terms of which the government funding can flow via the local Municipality in order to finalise the approved projects of the Trust as well as to keep proper control over the implementation process.

5. OBLIGATIONS OF MATJHABENG MUNICIPALITY:

5.1. The Matjhabeng Municipality shall ;-

- 5.1.1 Make Land available as per the Land Availability Agreement already signed;
- 5.1.2 Make all relevant information at its disposal available towards the consultants of the Trust in the preparation of a feasibility study.

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- 5.13 That prior to the commencement of the feasibility study by the Trust, the Municipality will in writing approve the scope of design report, that will act as a preface for the feasibility study by means of written confirmation to the Trust. The Municipality will have the right to make recommendations in relation to the scope and content of the feasibility study.
- 5.1.4 To be involved in the general overseeing of the execution of the feasibility study by means of active participation in related project planning and steering committees.
- 5.1.5 Ensure that the project is taken up in the Integrated Development Plan of the Municipality.
- 5.1.6 Ensure that the project is taken up in the Municipal Budget (income from external parties) for the feasibility analysis.
- 5.1.7 That in order to ensure the flow of funding from external funders toward the project, the following measures will be taken in line with the Municipal Finance Management Act; -
- a) all monies must be paid into the Municipal Bank Account. According to a Council resolution all monies received for this project must be paid into a separate bank account of the Municipality. The Municipality must prepare audited financial statements on the account for the duration of the project.
 - b) All monies paid out must be approved and done by the Accounting officer of the Municipality.
 - c) Any appropriation of funds for expenditure must be in terms of an approved budget;
 - d) The content of the budget must be divided into a capital and an operating budget.
 - e) Where a Municipality spends money on a capital project, then such monies should have been in the capital

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portion of the budget.

- f) In terms of section 33, the Municipal Manager should adhere to certain standards, before a contract that has financial implications on the council, will be a binding contract.
- g) The Municipality will prepare audited financial statements on t

6. OBLIGATIONS OF THE TRUST:

6.1 The Trust shall:-

- conduct a feasibility study, which is necessary to determine the financial feasibility, and to ascertain if the project can be self sustainable.
- consult with and acquire other external investment for funding of the conducting of the feasibility study and further development of the project.
- be liable for the costs relating to the feasibility study, the acquisition of funding, administrative and legal costs related to agreements between the trust and external funders.
- appoint a group of consultants for the conducting of the feasibility study and Matjhabeng Municipality shall be involved in the evaluation process for the appointment of consultant.
- be responsible for accounting of all funds secured from non-governmental private external funders/investors, except funds acquired from governmental bodies which is to be paid directly into the Municipal project account.

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7. LEGISLATION COMPLIANCE:

- 7.1. That in order to ensure the flow of funding from external funders toward the project the following measures will be taken in line with the Municipal Finance Management Act; -
- (a) In terms of Council resolution A12/2005 all monies received for this project must be paid into a separate bank account of the Municipality.
 - (b) All monies paid out must be approved and done by the Accounting officer of the Municipality.
 - (c) Any appropriation of funds for expenditure must be in terms of an approved budget;
 - (d) The content of the budget must be divided into a capital and an operating budget.
 - (e) Where a Municipality spends money on a capital project, then such monies should have been in the capital portion of the budget.
 - (f) The Municipal Manager shall adhere to the terms of section 33(1)(a) of the Municipal Finance Management Act.
- 7.2 In light of the above the Municipality will have the following responsibilities –
- To secure payment received from other state entities, and open a separate bank account;
 - Make sure that the Accounting officer is properly advised on the correct information regarding this projects and the costs involved;
 - Makes sure that the municipal budget makes provision for the payout of the mentioned monies.

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8. FUNDING FOR THIS PROJECT

- 8.1 It is made clear with this agreement that Matjhabeng Municipality will not be a "funding Party" to this agreement. No funds other than that stipulated in the Council Resolution and services level agreement will be awarded to this project by the Municipality;
- 8.2 Matjhabeng Municipality shall only play the role of being a financial conveyer-belt to this project; in that all governmental funding should go through the council's bank account as stipulated in the Municipal Finance Management Act.
- 8.3 The project primarily will be funded by governmental grants as well as external private investors.
- 8.4 Funding as mentioned will then be paid to Matjhabeng and dealt with as stipulated in Par 7.1 of this agreement.

9. SPECIAL CONDITIONS

- 9.1 Matjhabeng Municipality will not be involved in the funding for the feasibility study,
- 9.2 Matjhabeng Municipality will be involved in the appointment of the consultants conducting the feasibility study.
- 9.3 Matjhabeng Municipality's involvement will be restricted to the appointment of consultants and approval of the study
- 9.3 Notwithstanding the signing of the agreement herein the latter shall be effective upon payment from any Government Department or any other source as recommended by the trust is made into Matjhabeng Municipality's bank account.
- 9.4 Neither Matjhabeng Municipality nor the Trust will have any obligation

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in terms of this agreement until the provision in terms of par 9.3 of this agreement is complied with.

- 9.5 It is agreed that the signed LLA, will have effect during this whole process and Matjhabeng will on request of the trust sign all necessary documents for the transfer of land.

10. DURATION OF THIS AGREEMENT :

- 10.1 Upon completion for the feasibility study, the Trust will hand the feasibility report over to Council for approval before any further steps are taken.
- 10.2 In terms of this future Council Resolution.....A/.... Matjhabeng Municipality will:
- 10.2.1 Have the right to end this Joint Venture Business Relationship upon completion of the Feasibility study.
- 10.2.2 Have the right to enter into a new agreement to negotiate with the Trust further conditions for further participation in the development, ownership and management of the project.
- 10.2.3 Permit the Trust to proceed with aspects in relation to the development of the land viz:
- a) The signing of the service level agreement
 - b) Application of sub-division and rezoning
 - c) The signing of the Deed of Sale and the subsequent transfer thereof.

11. DISPUTE RESOLUTION

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11.1 Any dispute or difference arising at any time between any of the parties out of or in regards to:

- 11.1.1 any matter arising out of; or
- 11.1.2 the right and duties of any party hereto; or
- 11.1.3 the interpretation of; or
- 11.1.4 termination of; or
- 11.1.5 any matter arising out of termination of; or
- 11.1.6 the rectification of this agreement

It shall be submitted to and decided by arbitration on notice given by one party to the other in terms of this clause.

11.2 The arbitration shall be held at Bloemfontein informally and otherwise upon the provisions of the arbitration Act Nr. 42 of 196, as amended or re-inacted from time to time, it being the intention that if possible it shall be held and concluded within 21 (twenty one) days after it has been demanded.

11.3 Save it otherwise specifically provided in this agreement, the arbitrators shall be for the question in dispute:

11.3.1 primarily an accounting matter :-

* an independent practising chartered accountant of not less than 20 (twenty) years standing;

11.3.2 any other matter:-

*a practising senior council of not less than 5 (five) years standing as maybe agreed between the parties and falling agreement, nominated by the President for the time being of the institute of arbitrators of South Africa.

11.4 If agreement cannot be reached on whether the question in dispute falls under sub clause 11.3.1 and 11.3.2 or upon a particular arbitrator

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in terms of clause 7 within 7 (seven) days after the arbitration has been demanded, then the President shall:

- 11.4.1 determine whether the question in dispute falls under head paragraph 1 and head paragraph 2;
- 11.4.2 nominate the arbitrator in terms of the relevant sub clause within 7 (seven) days after the parties have fail to agree so that the arbitration can be held and be concluded as soon as possible within 21 (twenty one) days referred to in sub clause 2.

- 11.5 This clause shall constitute irrevocable consent by each party to the arbitration proceedings and no party shall be entitled to withdraw here from or to claim any such arbitration proceedings that it is not bound by the clause.
- 11.6 Each of the parties irrevocably agrees that the decision of the arbitrator in the arbitration proceedings:
 - 11.6.1 shall be final and binding on each of them;
 - 11.6.2 will be carried into effect and;
 - 11.6.3 can be made an order of any Court to who's jurisdiction the parties are subject.
- 11.7 This clause shall be severable from the remaining provisions of this agreement and shall constitute to be an application, notwithstanding the cancellation or purported cancellation of this agreement.

12. GENERAL

The parties agree and undertake that they will do all such things and sign all such documents as may be required of them from time to time in order to carry out the terms and conditions of this agreement. The

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parties shall at all times exercise and maintain outmost faith towards each other in the conduct of their affairs as is required by law in a partnership.

13. DOMICILIUM CITANDI ET EXECUTANDI

13.1 The parties hereby choose *domicilium citandi et executandi* as follows:

13.1.1 MATJHABENG LOCAL MUNICIPALITY:

**MATJHABENG LOCAL MUNICIPALITY, CORNER RIJK &
STATEWAY STREETS, WELKOM, 9460.**

13.1.2 THE TRUST :

**31 KEEROM STREET, VOORSPOED INDUSTRIAL AREA,
WELKOM**

13.2 Any party may change its aforesaid *domicilium* with a written notice given to the other party from time to time. Any notice to be sent to another party may be sent by prepaid registered post or delivered. In the event of posting it shall be deemed until the contrary is shown, to have been received within 5 (five) days of posting.

14. COSTS

14.1 It is recorded that each party shall pay its own costs incidental to the drawing and execution of this agreement.

15. JURISDICTION

15.1 This agreement shall be constituted and implemented in accordance with the laws of the Republic of South Africa. Save where arbitrations required, the Supreme Court of South Africa shall have jurisdiction with reference to any dispute arising under this agreement, but this shall

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not exclude the jurisdiction of any other Court which may otherwise have jurisdiction to determine the dispute.

16. BREACH

- 16.1 If any party breaches any material provision or term of this agreement and fails to remedy such breach within 30 (thirty) days of the receipt of written notice require to do so (or if it is not reasonably to remedy the breach within 30 (thirty) days, within such further period as may be reasonable in the circumstances) then the agreed party shall be entitled without notice in a vision to any other remedy available to it at law or under this agreement, including obtaining an entities, to cancel this agreement against the party in breach or to claim specific performances of any obligation(s) whether or not the due date for performance(s) has arrived, in either event without prejudice to the aggrieved party's rights to claim damages.

17. WHOLE AGREEMENT

- 17.1 This agreement constitute the whole agreement with the two parties and no variation or cancellation shall be of any force or effect unless and until it is reduced to writing and signed by the parties hereto or their duly authorised representatives. No warranties or representations have been made by any party to any other except as indicated herein, or accept as contained in parties other written instruments, including letters.

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Thus done and signed at WELKOM on this 31 day of July 2012.

AS WITNESSES:

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MUNICIPAL MANAGER

AS WITNESSES:

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TSHABALALA MI 
NFS LEJWELEPUTSWA TRUST

L-A Mokolwido
Ferzile Masuya -

LAND AVAILABILITY AGREEMENT

made and entered into by and between

Matjhabeng Local Municipality

("the Municipality")

herein represented by Dr. B. Malakoane
in his capacity as the Municipal Manager

And

N.F.S. Lejweleputswa Community Partnership Trust
(IT No: 418/04)

("the Trust")

herein represented by

the Trustees and/or the CEO.



WHEREAS the Municipality is the owner of property mentioned hereunder, which property is made available to the Trust for the development of a multi-purpose sport facility on terms and conditions embodied herein.

AND WHEREAS the Trust requested that the Municipality avails the said property for the development and upgrading of the said property on terms and conditions entailed in this Agreement.

Now therefore parties agree as follows:

Matjhabeng Municipality makes the land available to N.F.S. Lejweleputswa Community Partnership Trust (IT No: 418/04) for the development of multi purpose sports facility in phases, subject to the following conditions.

1. Property Description

1.1. The land that forms the subject of this agreement consist of portions of subdivision 2 of the Farm Vooruitgang 52, Administrative District Welkom, as depicted on Annexure "A" hereof:

1.1.1 The figure A to S in extent ± 54,6 ha

1.1.2 The figure marked "Phase 3 Development" in extent ± 36ha

1.1.3 The figure marked "Future Development" in extent ± 34ha

2. Disposal

2.1. The Municipality herewith authorises the Trust to rezone, subdivide and transfer the land in favour of the latter, who also agree to bear the costs of this transaction.

2.2. The Trust is hereby obliged to keep the property in trust for the use and benefit of the community of Matjhabeng, the Free State and South Africa.

2.3. If the Trust no longer wish to make use of the land and the attachments thereon, it (Trust) barred from selling the property to third parties, this property will revert to Council.

2.4. In the event of the dissolution of the trust in any manner, the remaining Trustees must indicate to the Municipality which will initiate the transfer process.

2.5. The Parties agree herein that a condition be inserted in a Title Deed whereby the Municipality has the first option to buy.

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3. Costs

- 3.1. The cost for subdivision rezoning and transfer of land will be for the account of the Trust.
- 3.2. Land costs will be calculated at the nominal rate of R1 payable upon transfer of the property.
- 3.3. Matjhabeng Municipality will not be liable for any costs incurred by the Trust during the processes mentioned in paragraph 3.1 above.

4. Services

- 4.1. On finalisation of the extent of development the Trust will be obliged to enter into Co-operation and Services agreement with Matjhabeng Municipality whereby the services to be provided to the area outlined.
- 4.2. The internal services to the property will be provided by the Trust and the Bulk services by Municipality if resources so permit.

5. Conditions to fulfill this agreement

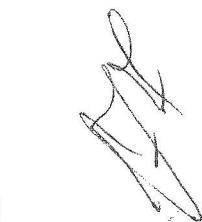
- 5.1. This agreement shall be subject to:

- 5.1.1. The necessary approvals for subdivision, rezoning and Municipal by-laws.
- 5.1.2. The Trust must notify the Municipality of the extent of the intended development of phase 1.
- 5.1.3. The trust entering into a Co-operation and Services agreement with Municipality.
- 5.1.4. Proof of financial backing that cover the extent of the phase 1 development is given to Municipality before development commences or registration of the transfer of land.
- 5.2. The above conditions shall be fulfilled before 31 December 2010 for the phase 1 development

6. General

- 6.1. The Trust will not be liable for rates and taxes or service charges until the land is transferred or the sport Stadium completed and in use, whichever is the earliest.
- 6.2. The Matjhabeng Municipality will not unnecessary delay any negotiations or signing of agreements stemming from this agreement and will take all steps necessary to allow for the transfer of the property when requested.





6.3. The land will revert to the Municipality without any further notification to the Trustees, if within 3 (three) years from the date of the last signing party, there are no developments on the property.

7. Breach

In the event that either party should be in breach of its obligations in terms of this agreement and remain in default for a period of 30 (thirty) days after date of delivery to such defaulting party of a written notice calling for the rectification of such breach, then and in such event:

- 7.1. The aggrieved party, subject to any other rights which it may have, shall be entitled to recover any cost thus incurred or amounts expended in connection with such rectification from the defaulting party on demand, which amount shall be payable within 14 (fourteen) days of demand being made therefore. In the event of late payment, the aggrieved party shall be entitled to interest on any amount due at a rate of 3% above the Bank prime rate as charged by the Standard Bank of South Africa Limited from time to time.
- 7.2. Either party may refer any dispute or breach to arbitration as set out in clause 8 below.
- 7.3. No remedial action by an aggrieved party shall be deemed to be a waiver of any rights of the aggrieved party to claim damages from the defaulting party as a result of such breach.

8. Resolution of Disputes

- 8.1. Should any dispute arise between the parties hereto with regard to the interpretation or implementation of any one or more of the provisions of this agreement, the parties shall in the first instance attempt to resolve such dispute by amicable negotiations.
- 8.2. Should any dispute remain unresolved, either party may require that the matter be referred by the parties, with or without legal representation, to a mediator at a place and at a time as to be determined by such mediator. The mediator shall be selected by agreement between the parties. The mediator shall at his entire discretion determine whether the reference to him shall be made in the form of written or verbal representations, provided that in making this determination he shall consult the disputing parties. The mediator shall within a reasonable period thereafter express in writing an opinion on the matter and furnish the parties each with a copy thereof. The opinion so expressed by the mediator shall be final and binding upon the parties until otherwise ordered as contemplated in 8.3 or 8.4.
- 8.3. If either of the parties is dissatisfied with or unwilling to accept the opinion expressed by the mediator, or if the parties are not able to agree to a mediator within 21 (twenty one) days of a request by one party to the other for mediation proceedings to be instituted, then and in either such event the dissatisfied party or whereon mediation has occurred, then either party may by way of written notice to the other give notice of the existence of the dispute and request that same be referred to arbitration.

G.A

J.P M.F

N

8.4. Such referral to arbitration shall be as contemplated in the Arbitration Act 1965 (Act 46 of 1965) provided that –

8.4.1. A single arbitrator shall be appointed.

8.4.2. The arbitrator shall be a professional person who shall be either an architect, quantity surveyor, engineer or legal practitioner of at least 10 (TEN) years' standing as a private professional practitioner, agreed upon by the parties within 7 (SEVEN) business days after the date on which the arbitration is called for and failing such agreement, then to be nominated by the president of the LAW Society of the Free State.

8.4.3. The arbitration proceedings shall take place at a venue to be determined by the arbitrator.

8.4.4. The arbitration proceedings shall be held informally and in a summary manner, that is on the basis that it will not be necessary to observe strict rules of evidence or the usual formalities of procedure.

8.4.5. The decision of the arbitrator shall be final and binding.

8.4.6. The cost of the arbitration proceedings shall be borne by the party as decided by the arbitrator.

SIGNED at WELKOM for and on behalf of Municipality on this 29... day of
January... 2008

Witness

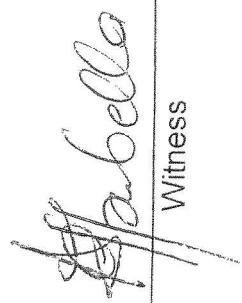
Municipality Manager
Matjhabeng Municipality

SIGNED at WELKOM on behalf of the Trust on this 25... day of January... 2008.

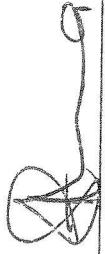
Witness

F.F. MABUYA. (Trustee)

G.A

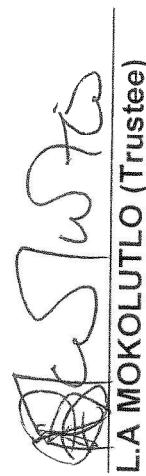

M.F Tshabala

Witness


John


John

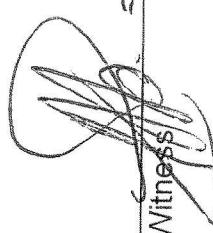
Witness


L.A MOKOLUTLO (Trustee)


John

Witness

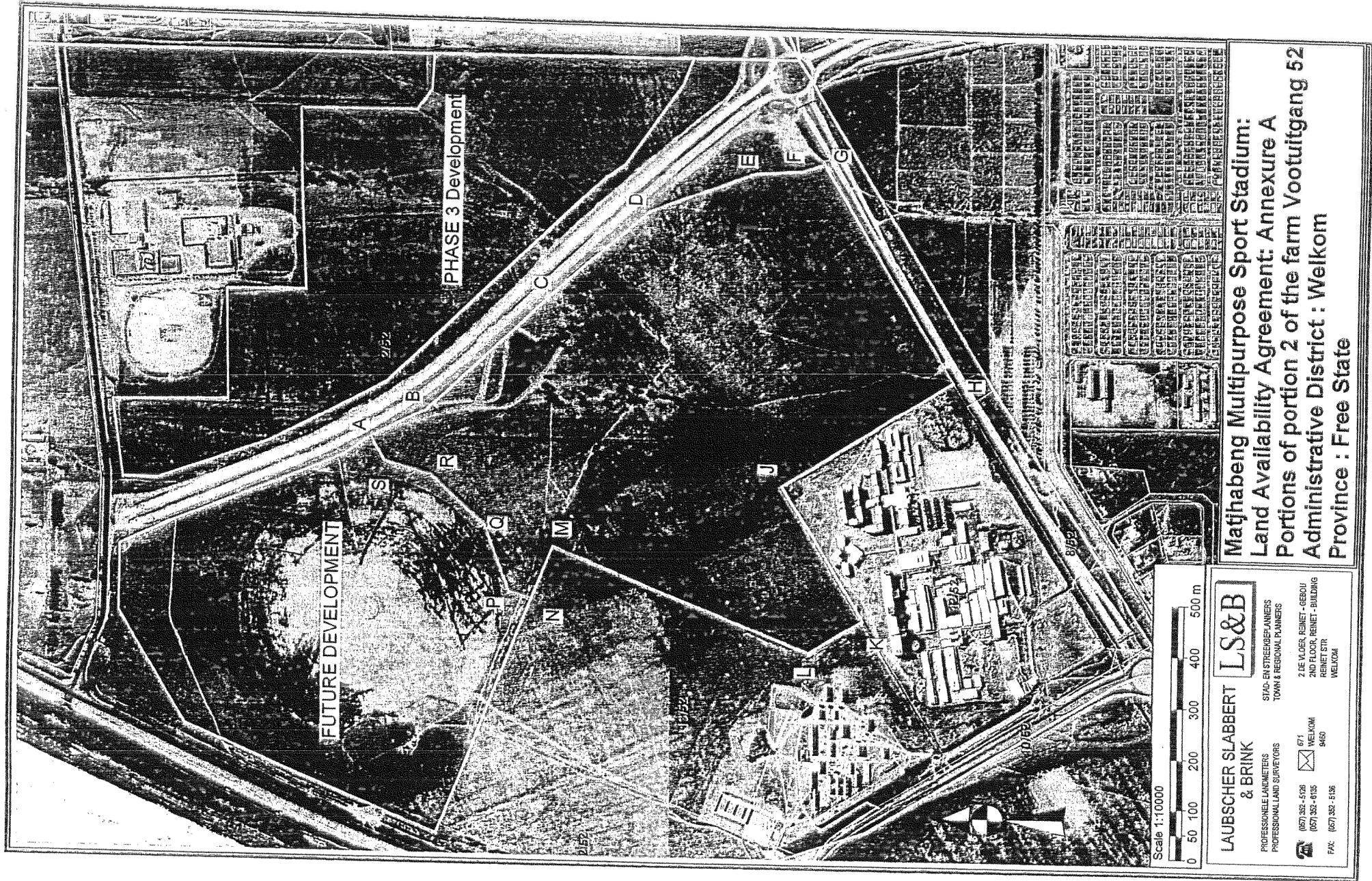

L.A NYSCHEIN (Trustee)


John

Witness


L.A NYSCHEIN (Trustee)

Witness



Matjhabeng Multipurpose Sport Stadium:
Land Availability Agreement: Annexure A
Portions of portion 2 of the farm Vootuitgang 52
Administrative District : Welkom
Province : Free State

L.S.&B

STAD EN STREEGPANNERNS
TOWN & REGIONAL PLANNERS

2 DE VLOER, REINET - GEBOU
2ND FLOOR, REINET BUILDING
REINET STR
WELKOM
9461
TEL: (057) 352-5756
FAX: (057) 352-4735

LAUBSCHER SLABBERT & BRINK
PROFESSIONAL LAND SURVEYORS

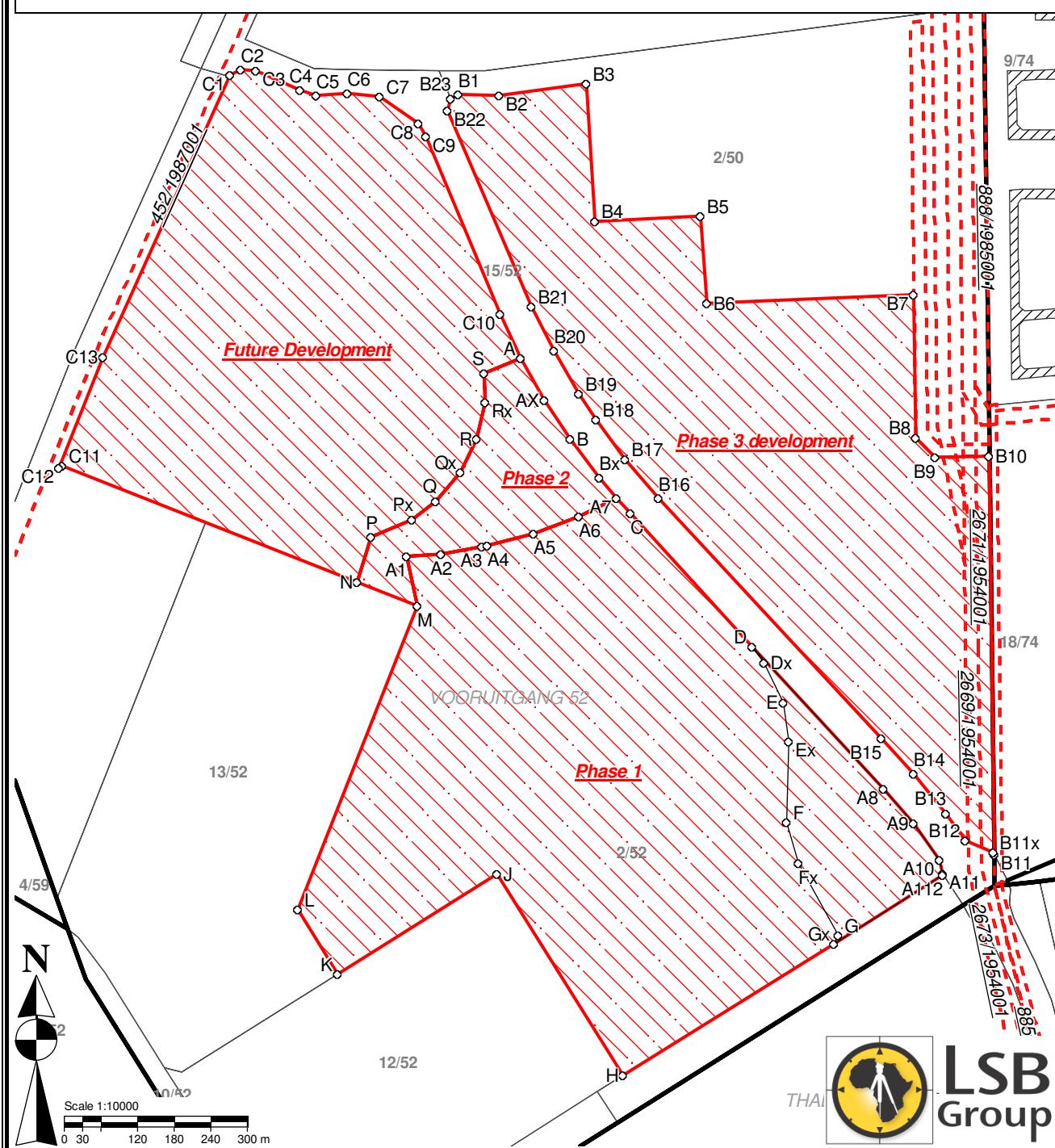
671
WELKOM
9461
TEL: (057) 352-5756
FAX: (057) 352-4735

**Matjhabeng Multipurpose Sport Stadium:
Land Availability agreement: Annexure A: Updated 14/11/2018
Portions of portion 2 of the farm Vooruitgang 52
Administrative District: Welkom
Province : Free State**

RE/57 15/15

Notes on the Update of the LAA Annexure A Sketch Plan

1. The development areas as described in par 1 is extended up to the boundaries of the adjacent properties. This is to clarify and ensure that no gaps or overlaps are created.
2. In terms of Par 5.1.2 and par 1.1.1 Phase 1 of the LAA agreement is defined as the figure A1, A2, A3, A4, A5, A6, A7, C, D, A8, A9, A10, A11, A12, Gx, H, J, K, L, M in extent ±54,2ha, and now includes the figure D, A8, A9, A10, A11, A12, Gx, G, Fx, F, Ex, E, Dx being the future SANRAL interchange in extent ±5,5ha.
3. In terms of Par 1.1.1 Phase 2 of the LAA agreement is defined as the figure A, Ax, B, Bx, A7, A6, A5, A4, A3, A2, A1, M, N, P, Px, Q, Qx, R, Rx, S in extent ±6,1ha.
4. In terms of Par 1.1.2 Phase 3 Development is defined as the figure B1 to B3 (the southern edge of the road reserve), B3 to B7 (to be agreed to with the Municipality and the affected sport communities), B7 to B10 (the outside edge of the Servitude area on diagram SG. 1036/1982), B10 to B11 (the boundary of Ptn 2), B11 to B23 (the north eastern boundary of Ptn 15), in extent ±43ha.
5. In terms of Par 1.1.3 the Future Development is defined as the figure C1 to C10, A (the south western boundary of Ptn 15), A, S, Rx, R, Qx, Q, Px, P, N, C11, C12 to C13 and C1 (the eaaster extent of the Sedibeng Servitude or the P4/1 road reserve whichever is the furthest east), in extent ±39,6ha.



Provincial Gazette

Free State Province



Published by Authority

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Provinsie Vrystaat

Uitgegee op Gesag

NO. 37	FRIDAY, 13 JULY 2018	NR.37	VRYDAG, 13 JULIE 2018
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[PROCLAMATION NO. 09 OF 2018]

AMENDMENT OF THE TOWN-PLANNING SCHEME OF WELKOM

By virtue of section 29(3), read with section 30 of the Townships Ordinance, 1969 (Ordinance No. 9 of 1969), I, **M D KHOABANE** Member of the Executive Council of the Province responsible for Cooperative Governance and Traditional Affairs, hereby give notice that I have amended the Town-Planning Scheme of Welkom as set out in the Schedule, and that a copy of such amendment will be open for inspection during office hours at the offices of the Townships Board and the Matjhabeng Local Municipality.

Given under my hand at Bloemfontein this **26th** day of **June 2018**.

M D KHOABANE

MEMBER OF THE EXECUTIVE COUNCIL: COOPERATIVE GOVERNANCE, AND TRADITIONAL AFFAIRS

Amend the scheme boundaries of the Town-Planning Scheme of Welkom, by the inclusion of Certain Subdivision 2 of the Consolidated farm Vooruitgang No. 52, Administrative District Welkom, into the scheme area of Welkom with the zoning "Agriculture".

[PROKLAMASIE NR. 09 VAN 2018]

WYSIGING VAN DIE DORPSAANLEGSKEMA VAN WELKOM

Kragtens artikel 29(3), saamgelees met artikel 30 van die Ordonnansie op Dorpe, 1969 (Ordonnansie No. 9 van 1969), verklaar ek, **M D KHOABANE**, Lid van die Uitvoerende Raad van die Provincie verantwoordelik vir Samewerkende Regering en Tradisionele Sake, hiermee dat ek die Dorpsaanlegskema van Welkom gewysig het soos in die Bylae aangedui, en dat 'n afskrif van gemelde wysiging gedurende kantoorure by die kantore van die Dorperaad en die Matjhabeng Plaaslike Munisipaliteit ter insae beskikbaar is.

Gegee onder my hand te Bloemfontein op hede die **26ste** dag van Junie **2018**.

M D KHOABANE

LID VAN DIE UITVOERENDE RAAD: SAMEWERKENDE REGERING EN TRADISIONELE SAKE

Wysig die skema grense van die Dorpsaanlegskema van Welkom deur die insluiting van Sekere Onderverdeling 2 van Gekonsolideerde plaas Vooruitgang No. 52, Administratiewe Distrik Welkom tot die skemagebied van Welkom met die sonering "Landbou".

[PROVINCIAL NOTICE NO.44 OF 2018]

LETSEMENG LOCAL MUNICIPALITY
2018/2019 BUDGET TARIFFS

Notice is hereby given in terms of Chapter 4 of the Municipal Finance Management Act, no. 56 of 2003, that the Council approved the **2018/2019** budget together with the **2018/2019** Integrated Development Plan at an Ordinary Council meeting held on **Thursday, 28th June 2018 in Koffiefontein**.

The tariffs for the financial year are as follows:

1. Electricity
Domestic

Commercial Tariffs: Business

	Conventional	Prepaid	Conventional	Prepaid	Industrial Tariffs/Medium
Basic Charge:	R207.40	-	R377.36	-	R6 455.72
Blok 1 (0-50kWh)	0.88	0.90	Energy charge R172.29c/kWh	Energy charge R204.11c/kWh	Energy Charge R79.49c/kWh Demand Charge R227.20/kVA
Blok 2 (51-350kWh)	1.12	1.15	>50kVA R4 370.71/month Energy charge R138.21c/kWh		
Blok 3(351-600kWh)	1.57	1.58			
Blok 4 (>600kWh)	1.89	1.89			

2. Water : Domestic

Business
R 198.45

(a) Basic Charge	:	R 63.70	
(b) Tariff		R 7.65 R 10.55 R 12.15	per kl R10.75

3. Sewerage per month	Domestic R107.50	Business R202.40
4. Refuse removal charge per month	Domestic R 103.80	Business R223.80

Description	2017/2018	2018/2019
	R	
Property Tax		
Residential	0.0141245	0.0149720
Business, Industrial	0.0154200	0.0163452
Government	0.0172000	0.0182320
Vacant Stands	0.0152611	0.0161768
Churches	0.0000000	0.0000000
NGO, Creche, PBO structured and registered	0.0000000	0.0000000
Municipality	0.0000000	0.0000000
Small Holdings	0.0077914	0.0082589
Farms	0.0017406	0.0018450

The approved Budget and Integrated Development Plan 2018/2019 is available at all municipal offices during office hours.

T A Mkhwane
Municipal Manager

MUNISIPALITEIT – LETSEMENG
2018/2019 BEGROTING TARIEWE

Kennis word hiermee gegee in terme van Hoofstuk 4 van die Wet of Municipale Finansiële Bestuur van 2003, nr. 56, dat die Raad die begroting van die **2018/2019 finansiële jaar** goekgekeur het saam met die **2018/2019 Geintegreerde Ontwikkelings plan (IDP)** op 'n Gewone Raadsvergadering gehou op **Donderdag, 28 Junie 2018 te Koffiefontein**.

Die tariewe vir die boekjaar 2018/2019 is soos volg:

1. Elektrisiteit

Huishoudelike

Kommersieele Tariewe: Besigheid

	Konvensioneel	Voorafbetaalde	Konvensioneel	Voorafbetaalde	Industrieel Tariewe/Medium
Basiese Heffing:	R207.40	-	R377.36	-	R6 455.72
Blok 1 (0-50kWh)	0.88	0.90	Energie lading R172.29c/kWh	Energie lading R204.11c/kWh	Energy lading R79.50c/kWh Aanvraag koste R227.43/kVA
Blok 2 (51-350kWh)	1.12	1.15	>50kVA R4 370.71/maand Energie lading R138.21c/kWh		
Blok 3(351-600kWh)	1.57	1.58			
Blok 4 (>600kWh)	1.89	1.89			

2. Water

(a) Basiese Heffing

: **Huishoudelik**

Besigheid

R 198.45

(b) Tariewe 7-30kl

: R 7.65

per kl R10.75

31-50kl

: R 10.55

51-kl

: R 12.15

3. Rioolkoste per maand

Huishoudelik

Besigheid

4. Vulliskoste per maand	R 107.50	R202.40
	Huishoudelik	Besigheid
	R 103.80	R223.80

Beskrywing	2017/2018	2018/2019
Eiendomsbelasting	R	
Residensieel	0.0141245	0.0149720
Besigheid, Industrieel	0.0154200	0.0163452
Regering	0.0172000	0.0182320
Lee Erwe	0.0152611	0.0161768
Kerke	0.0000000	0.0000000
NGO, Creche, PBO geregistreerde organisasies	0.0000000	0.0000000
Munisipaliteit	0.0000000	0.0000000
Klein hoewe	0.0077914	0.0082589
Plase	0.0017406	0.0018450

Die goedgekeurde Begroting en Geintegreerde Ontwikkelings Plan vir 2018/2019 is beskikbaar by alle munisipale kantore gedurende kantoor ure.

T L Mkhwane
Munisipale Bestuurder

[GENERAL NOTICE NO. 95 OF 2018]

NOTICE OF APPLICATION IN TERMS OF MANGAUNG MUNICIPAL LAND USE PLANNING BY-LAW, 2015

Notice is hereby given in terms of Section 47 (3) of the Mangaung Municipal Land Use Planning By-law (2015), that the following application(s) have been received.

a) Plot 22 Estoire Settlement

- i) for the amendment of the Bloemspruit Town Planning Scheme No. 1 of 1986 by the creation of a new "Special Use ____" zoning that permits a hospital with a maximum GLA of 13 125m² as well as a retail area with a maximum GLA of 1 000 m²; and
- ii) The rezoning of the Remainder of Plot 22, Estoire, Bloemfontein, from "Special Business 2" to the newly created "Special Use ____" zoning.

b) Shellyvale Extension 8

- i) for the amendment, in part, of General Plan S.G. No. 211/2013 by the re-layout of the Township and amendment of the Conditions of Establishment, including the cancelation of servitudes that are no longer required;
- ii) for the permanent closure of all Public Places (parks and streets) indicated on General Plan S.G. No. 211/2013;
- iii) for the amendment of the Bloemfontein Town Planning Scheme No. 1 of 1954, by the inclusion and zoning of the respective erven in accordance with the new amended Township Layout Plan.

c) Plot 63 Spitskop

- i) for the removal of restrictive condition (b) on page 2 (two) of Title Deed T11359/2004 to permit a second dwelling house on the property.

[ALGEMENE KENNISGWING NR. 95 VAN 2018]

KENNISGEWING VAN AANSOEK INGEVOLGE MANGAUNG MUNISIPALE GRONDGEBRUIK-BEPLANNINGS BYWET, 2015

Kennis geskied hiermee in terme van Artikel 47(3) van die Mangaung Munisipale Grondgebruikbeplannings By-Wet (2015), dat die volgende aansoek(e) ontvang is.

a) Hoewe 22 Estoire Nedersetting

- i) vir die wysiging van die Bloemspruit Dorpsaanlegskema Nr. 1 van 1986, deur die skepping van 'n nuwe "Spesiale Gebruik ____" sonering wat 'n hospitaal toelaat met 'n maksimum BVO van 13,125m², asook 'n kleinhandelsarea met 'n maksimum BVO van 1,000 m²; en
- ii) die hersonering van die Restant van Plot 22, Estoire, Bloemfontein, vanaf "Spesiale Besigheid 2" na die nuutgeskepte "Spesiale Gebruik ____" sonering.

b) Shellyvale Uitbreiding 8

- i) vir die wysiging, gedeeltelik, van Algemene Plan L.G. Nr. 211/2013 deur die heruitleg van die hele Dorp en wysiging van die Stigtingsvooraardes, insluitend die kanselliasie van serwitute wat nie meer benodig word nie;
- ii) vir die permanente sluiting van alle openbare plekke (parke en strate), soos aangedui op Algemene Plan L.G. Nr. 211/2013;
- iii) vir die wysiging van die Bloemfontein Dorpsbeplanningskema No. 1 van 1954, deur insluiting en sonering van die onderskeie erven in ooreenstemming met die nuwe gewysigde dorpsuitelegplan.

c) Hoewe 63 Spitskop

- i) vir die opheffing van beperkende voorwaarde (b) op bladsy 2 (twee) van Titelakte T11359/2004, om 'n tweede woonhuis op die eiendom toe te laat.

The applications, relevant plans, documents and information will be available for inspection during office hours (08:30 – 15:00) at the office of the Town and Regional Planning Sub-directorate of the Mangaung Metro Municipality, Room 1011, 10th Floor, Bram Fischer Building, Corner Nelson Mandela Drive and Markgraaf Street, Bloemfontein, for a period of **30 days** from the date of publication hereof.

Any person who has an interest in the matter, or wishes to object to the granting of the application(s) or who desires to be heard, or wants to make representations concerning the matter, must do so in writing, addressed to the Town and Regional Planning Sub-Directorate, of the Municipality at the above-mentioned address, or PO Box 3704, Bloemfontein, 9300, or email to patricia.maasdorp@mangaung.co.za on or before **13 August 2018** at 15:00, provided that objections must be dated, indicate the name, address and full contact details of the objector(s), as well as stating the interest in the application and the reason(s) for the objection. The Municipality may refuse to accept any submission after the closing date. Any person who is unable to write and wishes to be heard will be assisted by an official during office hours at the address stated in this notice. A person who submits comments, objections or representations will be notified if a hearing is to be held in respect of the application.

Contact details of applicant: Urban Dynamics Town and Regional Planners, P.O. Box 37523, Langenhovenpark, 9330,
Tel: (051) 446 0532

Die aansoek, betrokke kaarte, dokumente en inligting sal vir besigtiging beskikbaar wees tydens kantoorure (08:30 – 15:00) by die kantoor van die Sub-direktoraat Stads- en Streeksbeplanning van die Mangaung Metro Munisipaliteit, Kamer 1011, 10de Vloer, Bram Fischer-gebou, hoek van Nelson Mandela Rylaan en Markgraaf Straat, Bloemfontein, vir 'n tydperk van **30 dae** vanaf die datum van publikasie hiervan.

Enige persoon wie 'n belang in die saak het, of beswaar wil maak teen die goedkeuring van die aansoek(e) of wat verlang om om aangehoor te word of vertoë wil rig, moet dit skriftelik doen, gerig aan die Sub-direktoraat Stads- en Streeksbeplannings van die Munisipaliteit by bovemelde adres, of Posbus 3704, Bloemfontein, 9300, of epos aan patricia.maasdorp@mangaung.co.za voor of op **13 Augustus 2018** om 15:00, met dien verstande dat besware gedateer moet wees, die naam, adres en volledige kontakbesonderhede van die beswaarmaker(s) moet aandui, asook die belang in die aansoek en die rede(s) vir die beswaar. Die Munisipaliteit mag weier om enige indiening na die sluitingsdatum te aanvaar. Enige persoon wat nie kan skryf nie en aangehoor wil word, sal deur 'n amptenaar bygestaan word gedurende kantoorure by die adres vermeld in hierdie kennisgewing. 'n Persoon wie kommentaar voorlê, beswaar maak of vertoë rig sal in kennis gestel word indien 'n verhoor ten opsigte van die aansoek gehou moet word.

Kontakbesonderhede van applikant: Urban Dynamics Stads - en Streekbeplanners, Posbus 37523, Langenhovenpark, 9330,
Tel: (051) 446 0532

<p>PROVINCIAL GAZETTE <i>(Published every Friday)</i></p> <p>All correspondence, advertisements, etc. must be addressed to the Officer in charge of the Provincial Gazette, P.O. Box 517, Bloemfontein, Tel.: (051) 403 3139. 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Advertisements received after 08:00 on the Tuesday of the publication week, will be held over for publication in the issue of the following week, or if specifically requested by the advertiser, will be published as a "Special Publication". In such cases, the advertisement must be delivered to the Officer in Charge not later than 12:00 on the Thursday preceding the publication of the Gazette and double rate will be charged for that advertisement. No advertisements will be received and published on the same day, unless accompanied by a direct instruction from the top levels of the management of that department / institution.</p> <p>A "Late Advertisement" will not be inserted as such without definite instructions from the advertiser.</p> <p>Advertisement Rates</p> <p>Notices required by Law to be inserted in the Provincial Gazette: R 36.00 per centimeter or portion thereof, single column.</p> <p>Advertisement fees are payable in advance to the Officer in charge of the Provincial Gazette, P.O. Box 517, Bloemfontein, 9300, Tel.: (051) 403 3139.</p> <p>NUMBERING OF PROVINCIAL GAZETTE</p> <p>You are hereby informed that the numbering of the Provincial Gazette /Tender Bulletin and notice numbers will from 2010 coincide with the relevant financial year. In other words, the chronological numbering starting from one will commence on or after 1 April of every year.</p>	PRICE PER COPY	R 27.00	HALF-YEARLY	R 678.00	YEARLY	R 1 356.00	PRICE PER COPY	R 19.00	HALF-YEARLY	R 470.00	YEARLY	R 940.00	<p>PROVINSIALE KOERANT <i>(Verskyn elke Vrydag)</i></p> <p>Alle korrespondensie, advertensies, ens. moet aan die Beampte Belas met die Proviniale Koerant, Posbus 517, Bloemfontein, Tel.: No. (051) 403 3139 geadresseer word. Gratis eksemplare van die Proviniale Koerant of uitknipsels van advertensies word NIE verskaf nie.</p> <p>Intekengeld (vooruitbetaalbaar)</p> <p>Die intekengeld vir die Proviniale Koerant (insluitend alle Buitengewone Proviniale Koerante) is soos volg:</p> <p>INTEKENGELD: (POS)</p> <table border="0"> <tr> <td>PRYS PER EKSEMPLAAR</td> <td>R 27.00</td> </tr> <tr> <td>HALFJAARLIKS</td> <td>R 678.00</td> </tr> <tr> <td>JAARLIKS</td> <td>R 1 356.00</td> </tr> </table> <p>INTEKENGELD: (OOR DIE TOONBANK / E-POS)</p> <table border="0"> <tr> <td>PRYS PER EKSEMPLAAR</td> <td>R 19.00</td> </tr> <tr> <td>HALFJAARLIKS</td> <td>R 470.00</td> </tr> <tr> <td>JAARLIKS</td> <td>R 940.00</td> </tr> </table> <p>Seëls word nie aanvaar nie.</p> <p>Sluitingstyd vir die Aanname van Kopie</p> <p>Alle advertensies moet die Beampte belas met die Proviniale Koerant bereik nie later nie as 08:00 (Dinsdag), drie werksdae voordat die Koerant uitgegee word. Advertensies wat na 08:00 op die Dinsdag van die publikasie week ontvang word, word oorgehou vir publikasie in die uitgawe van die volgende week, of as die adverteerder dit verlang, sal dit geplaas word in 'n "Buitengewone Koerant". In sulke gevalle moet die advertensie aan die Beampte oorhandig word nie later nie as 12:00 op die Donderdag voordat die Koerant gepubliseer word en dubbeltarief sal vir dié advertensie gevra word. Geen advertensies sal gepubliseer word op die selfde dag as ontvangs, indien daar nie 'n skriftelike versoek van die topbestuur van daardie departement / instansie ontvang is nie.</p> <p>"Laat Advertensie" sal nie sonder definitiewe instruksies van die Adverteerder as sodanige geplaas word nie.</p> <p>Advertensietariewe</p> <p>Kennisgewings wat volgens Wet in die Proviniale Koerant geplaas moet word: R 36.00 per sentimeter of deel daarvan, enkel-kolom.</p> <p>Advertensiegelde is vooruitbetaalbaar aan die Beampte belas met die Proviniale Koerant, Posbus 517, Bloemfontein 9300, Tel.: (051) 403 3139.</p> <p>NOMMERING VAN PROVINSIALE KOERANT</p> <p>U word hiermee in kennis gestel dat die nommering van die Proviniale Koerant / Tender Bulletin en kennisgewingnommers vanaf 2010 met die betrokke boekjaar sal ooreenstem. Met ander woorde, die kronologiese nommering beginnende met een, sal op of na 1 April van elke jaar begin.</p>	PRYS PER EKSEMPLAAR	R 27.00	HALFJAARLIKS	R 678.00	JAARLIKS	R 1 356.00	PRYS PER EKSEMPLAAR	R 19.00	HALFJAARLIKS	R 470.00	JAARLIKS	R 940.00
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<p>Printed and published by the Free State Provincial Government</p>	<p>Gedruk en uitgegee deur die Vrystaatse Proviniale Regering</p>																								

**DISCUSSION DOCUMENT DRAFT 4: MULTI PURPOSE SPORT CENTRE
ZONING AND LAND USES**

**NFSLCPT Multipurpose Sport Centre REZONING - DISCUSSION
DOCUMENT 1**

1. Definitions

“**Integrated Sport Complex**” means the activities and lands uses that support the sport industry and are utilized by and for the sport industry, and specifically include such other activities and facilities that assist to sustain the sporting facilities through a contractual arrangement.

“**Multipurpose Sport complex**” means an integrated development of facilities and activities catering for both indoor and outdoor sporting codes and includes training facilities and administrative functions. It further includes specialist facilities to enhance the skills and performance of players and officials including potential players and officials. It further includes facilities to accommodate spectators both on- and off-site and includes, for this purpose, the infrastructure and facilities for multimedia, electronic and other means to accommodate and communicate with spectators.

“**Supporting Land uses**” means land uses that are allowed on the premises in terms of the Land Use Scheme with the purpose to sustain the operational and maintenance aspects of the multipurpose sport complex, and includes, for this purpose, land uses and land use activities normally associated with the Zonings Residential, Business, Institutions, Educational, Commercial and Light Industrial. The Supporting Land Uses may only be secured to a third party through a short-term lease or a long term lease registered in the Deeds Office. The premises may not be subdivided or parts sold via the sectional title system or a share-block scheme.

2. Zoning:

Zone	Map indication	Allowable land Utilisation Practices	Reconcilable Practices subject to Application to and approval from the Council
Integrated Sport Complex		Multipurpose Sport Complex	Supporting Land Uses

3. Special conditions applicable to the zoning “Integrated Sport Complex”

3.1. The following general principles and conditions are applicable to each and every application for the zoning Integrated Sport Complex:

Coverage: as agreed with the Municipality

Density: as agreed with the Municipality

FAR: as agreed with the Municipality

DISCUSSION DOCUMENT DRAFT 4: MULTI PURPOSE SPORT CENTRE ZONING AND LAND USES

Height: as agreed with the Municipality.

Parking: as agreed with the Municipality

Minimum erf size: as agreed with the Municipality

Additional Requirements:

3.2. The sport industry activities on a piece of land zoned for Integrated Sport Complex may only commence if the following conditions are met:

- a. A Health and Safety Plan has been submitted by the developer / land owner and approved by the Municipal Emergency Services Cluster. The Health and Safety Plan as well as the Disaster Management Plan must be updated by the developer / land owner annually and approved by the Municipal Emergency Services Cluster.
- b. If aerial vehicles are to be used during the sporting activities, a clearance issued by the Civil Aviation Authority for the use of the airspace is required.
- c. The Municipality has approved a site development plan, showing sufficient details.

3.3. Any amendments to the Trust Deed, that materially affects the principle that the land owner holds the land in trust for the community, must be approved by the Municipality prior to the amendment being promulgated.

3.4. As the purpose of the Supporting Land Uses is to assist in the sustainability of the sport complex, the Supporting Land Uses may not become operational before the sporting facilities are operational, unless an implementation plan, indicating the phased construction and operational time frames of the different facilities, has been approved by the Municipality prior to, or as part of the building plan approval process.

3.5. The approval of an application for Supporting Land Uses is subject to the submission of signed agreements between the land owner and the tenant(s) / lessees, indicating the contribution to sustaining the sporting facilities. Any amendment to these agreements that will materially affect the sustainability principle of such agreements must be approved by the Municipality prior to such amendment becoming effective.

3.6. Application for extensions to - and changes of the sport facilities and Supporting Land Uses, that will affect any of the relations listed in par3.1, must be made in terms of the SPLUMA Act and accompanied by the updated approved Site Development Plan, which must be approved by the Municipality prior to implementation. The Municipality may require audited financial statements and signed agreements to support the amendments applied for, where it concerns and affects supporting land uses.

3.7. The premises may not be subdivided or parts sold via the sectional title system or a share-block scheme, as the land owner holds the land in trust for the community. This condition

DISCUSSION DOCUMENT DRAFT 4: MULTI PURPOSE SPORT CENTRE
ZONING AND LAND USES

must be included in the Title Deed and may not be cancelled unless approved by the Municipal Council.

3.8. The following land uses are not allowed as Supporting Land Uses:

Land uses classified under the zonings: Industry General and Noxious Industry as well as

- (i) Adult store
- (ii) Escort club
- (iii) Tavern
- (iv) Shebeen
- (v) Laundry or dry cleaning works
- (vi) Home Industry
- (vii) Scrapyard
- (viii) Or any other land use as may be decided from time to time by the Municipality.



human settlements

Department of Human Settlements
FREE STATE PROVINCE

MATJHABENG LOCAL MUNICIPALITY

Human Settlements Action Plan for quarter 3 (Ending 31 December 2018) and quarter 4 (Ending 31 March 2019)

Division: Housing Admin

Programme: Title Deeds Distribution (Khaedu)

Targeted End Date: 15/03/2019

Activity	Responsible Persons	Completion Date	Comments
Verification Thabong (695 title deeds)	MLM, District and Provincial verification teams	22 nd to the 25 th of October 2018	Khaedu Implementation team will be visiting Matjhabeng for the week.
Distribution Thabong (695 title deeds available for distribution)	MLM, District and Provincial distribution teams	26 October 2018	The target will be to distribute all 695 title deeds however this will be dependent on the number of available beneficiaries found during verification.
Verification Meloding (343 title deeds)	MLM, District and Provincial verification teams	19 th to the 22 nd of November 2018	
Distribution Meloding (343 title deeds available for distribution)	MLM, District and Provincial distribution teams	23 November 2018.	The target will be to distribute all 343 title deeds however this will be dependent on the number of available beneficiaries found during verification.
Verification Mmamahabane and Phomolong (195 title deeds)	MLM, District and Provincial verification teams	3 rd to the 5 th of December 2018	
Distribution Mmamahabane and Phomolong (195 title deeds available for distribution)	MLM, District and Provincial distribution teams	6 December 2018.	The target will be to distribute all 195 title deeds however this will be dependent on the

			number of available beneficiaries found during verification.
Verification Kutlwanong (163 title deeds)	MLM, District and Provincial verification teams	21 st to the 24 th of January 2019	
Distribution Kutlwanong (163 title deeds title deeds available for distribution)	MLM, District and Provincial distribution teams	25 January 2019.	The target will be to distribute all 163 title deeds however this will be dependent on the number of available beneficiaries found during verification.
Verification Nyakallong (556 title deeds)	MLM, District and Provincial verification teams	19 th to the 22 nd of February 2019	
Distribution Nyakallong (556 title deeds title deeds available for distribution)	MLM, District and Provincial distribution teams	23 February 2019.	The target will be to distribute all 556 title deeds however this will be dependent on the number of available beneficiaries found during verification.
Consolidation of reports	MLM, District and Provincial team leaders	15 March 2019	

Summary of the 83 call-in letters issued(Nyakallong)

Issued	83	
Estates	30	36.14%
Call in letters not honoured	19	22.89%
Declarations/applications handed over to Province	20	24.10%
Beneficiaries working out of town	3	3.61%
Beneficiaries not known by current occupants	4	4.82%
Disputes	1	1.20%
Tenants	4	4.82%
Private Registration Claimed	2	2.41%

TITLE DEEDS DISTRIBUTION EXT 22 THANDANANI(2010)				
Beneficiaries verified	150			
Beneficiaries confirmed	113			
Title deeds issued to beneficiaries	81			
Estates	7			
Tenants found	6			
Vacant stands	2			
Retification needed	2			
Gates locked	16			
Beneficiaries confirmed but didn't collect their title deeds	32			
Illegal Occupants	1			

Working for Integration



**MATJHABENG LOCAL MUNICIPALITY
MELODING
INFORMAL SETTLEMENTS
UPGRADING PROPOSAL**

24 August 2018

MATJHABENG LM ISU SUMMARY

Municipality	No. of Settlements	No. of Households
Matjhabeng LM	21	5 275

One (1) informal settlement, Thandanani 2010 was fully upgraded with Top Structures leaving a total of 20 informal settlements with 4 354 households

COMPLETED ACTIVITIES	LOCATION
RAPID ASSESSMENTS AND CATEGORIZATION	21 Informal settlements
ENUMERATIONS	21 Informal settlements
RESETLLEMENT PLANS	15 Informal settlements
TECHNICAL UPGRADING PLAN	1 Baiphehing informal settlement
INFORMAL SETTLEMENTS ISU CHAPTER	Reviewed 2016/17 for all settlements

MELODING INFORMAL SETTLEMENTS

No.	Settlement Name	Farm/Township	ENUMERATED NO. OF STRUCTURES	UPDATED NO OF HOUSEHOLDS APRIL 2018
1.	Bareng informal settlement	Virginia/Meloding	6	6
2.	MK Square informal settlement	Virginia/Meloding	10	73
3.	Matlharantlheng informal settlement (Meloding)	Virginia/Meloding	139	135
4.	Unit 7 informal settlement	Virginia/Meloding	45	45
5.	Unit 3 informal settlement	Virginia/Meloding	88	88
6.	Phelindaba informal settlement	Virginia/Meloding	9	9
7.	Tiptop & Zack Bazaar informal settlement	Virginia/Meloding	8	8

Informal Settlements ,Virginia,Meloding



Contact us at
land@chda.co.za



Legend

Custom Drawn Polygon

(1) BARENG INFORMAL SETTLEMENT

Bareng, Informal Settlement, Matjhabeng LM: Free State



- No. of Structures:** 6
- No. of Households:** 12
- Population Estimate:** 36
- Established:** 2000
- Ward:** 5
- Land Ownership:** MLM
- Land Earmarked:** Business
- Area Size:** 0.7ha
- Water Access:** from close by church
- Sanitation:** Self-dug Pit toilets
- Electricity:** None

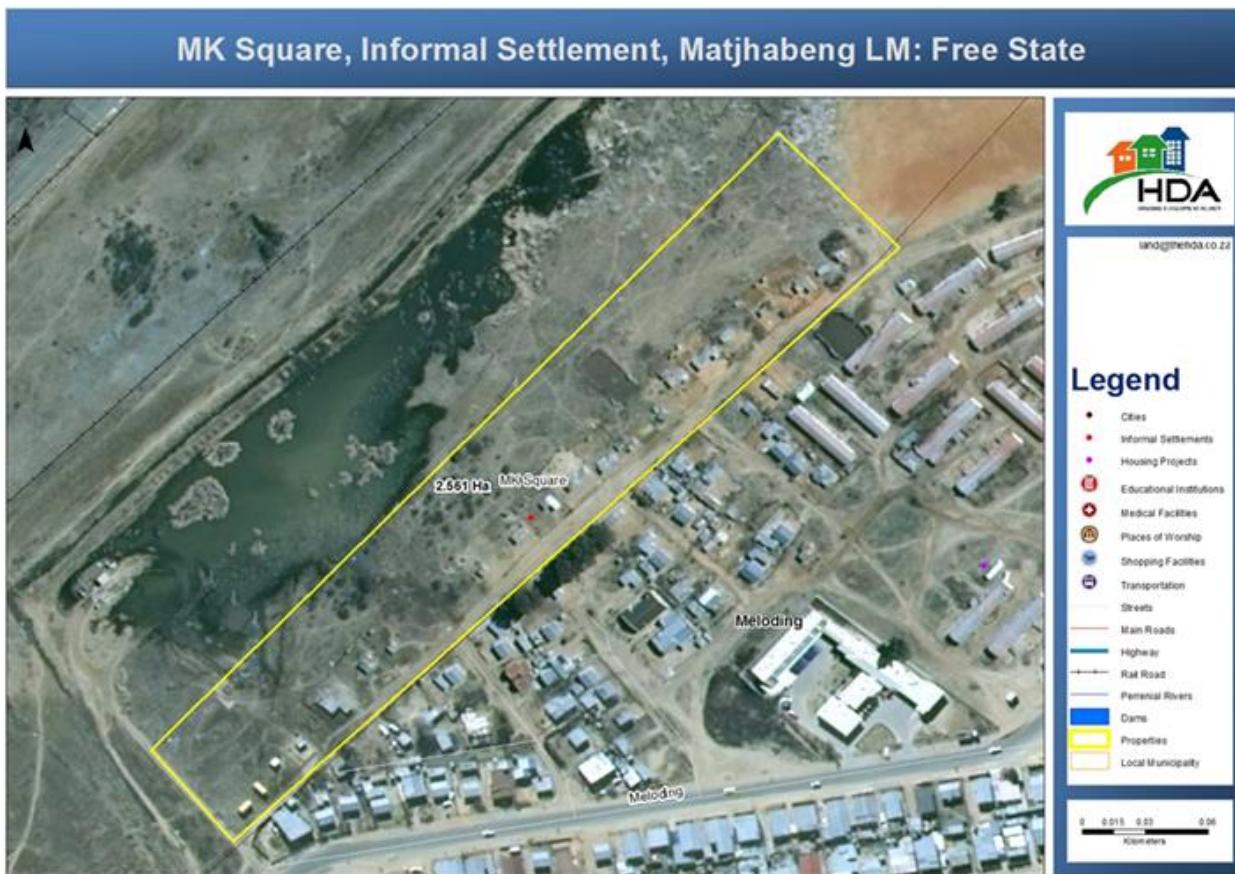
(2) MATLHANTLHENG INFORMAL SETTLEMENT

Matlharantheng, Informal Settlement, Matjhabeng LM: Free State



- **No. of Structures:** 135
- **No. of Households:** 200
- **Population Estimate:** 600
- **Age of settlement:** 09 years
- **Ward:** 5
- **Land Ownership:** MLM
- **Land Earmarked:** Other Purposes??
- **Area Size:** 29.7 ha
- **Water Access:** No access
- **Sanitation:** Self-dug Pit toilets
- **Electricity:** None

(3) MK SQUARE INFORMAL SETTLEMENT



- No. of Structures:** 73
- No. of Households:** 21?
- Population Estimate:** 63?
- Age of settlement:** +/- 09 years
- Ward:** 5
- Land Ownership:** MLM
- Land Emarked:** Service Servitude
- Area size:** 2.5 ha
- Water Access:** No access
- Sanitation:** Self-dug Pit toilets
- Electricity:** None
- Hazard:** Close to electrical Servitude

(4) PHELINDABA INFORMAL SETTLEMENT

Phelindaba, Informal Settlement, Matjhabeng LM: Free State



- **No. of Structures:** 9
- **No. of Households:** 47
- **Population Estimate:** 141
- **Age of settlement:** since 2012
- **Ward:** 7
- **Land Ownership:** MLM
- **Land Earmarked:** Electrical Servitude & Sport field
- **Area size:** 7.8 ha
- **Water Access:** No access
- **Sanitation:** Self-dug Pit toilets
- **Electricity:** None
- **Hazard:** Boarded by electrical Servitude and railwayline

(5) TIP TOP & ZACK BAZAAR INFORMAL SETTLEMENT

Tip Top and Zack Bazaar, Informal Settlement, Matjhabeng LM: Free State



- **No. of Structures:** 8
- **No. of Households:** 45
- **Population Estimate:** 135
- **Age of settlement:** +22 years
- **Ward:** 4
- **Land Ownership:** MLM
- **Land Earmarked:** Church Site
- **Area size:** 1.1 ha
- **Water Access:** Communal Taps
- **Sanitation:** Bucket System
- **Electricity:** None

(6) UNIT 7 INFORMAL SETTLEMENT

Unit 7, Informal Settlement, Matjhabeng LM: Free State



- No. of Structures:** 45
- No. of Households:** 80
- Population Estimate:** 240
- Age of settlement:** +15 years
- Ward:** 7
- Land Ownership:** MLM
- Land Earmarked:** Business Site
- Area size:** 1.4 ha
- Water Access:** None
- Sanitation:** Bucket System
- Electricity:** None

(7) UNIT 3 INFORMAL SETTLEMENT

Unit 3, Informal Settlement, Matjhabeng LM: Free State



- No. of Structures:** 45
- No. of Households:** 80
- Population Estimate:** 240
- Age of settlement:** +15 years
- Ward:** 7
- Land Ownership:** MLM
- Land Earmarked:** Business Site
- Area size:** 1.4 ha
- Water Access:** None
- Sanitation:** Bucket System
- Electricity:** None

PRIORITIZATION OF SETTLEMENTS

No.	Settlement Name	UPDATED NO OF HOUSEHOLDS APRIL 2018	STATUS
1.	Unit 7	45	Okay
2.	Unit 3	88	
3.	Tiptop & Zack Bazaar informal settlement	8	
4.	Bareng informal settlement	6	
5.	MK Square informal settlement	73	DISASTER PRONE IMMINENT RELOCATION
6.	Matlharantlheng informal settlement	135	
7.	Phelindaba informal settlement	9	

PROPOSED 2018/19 ISU INTERVENTION

- Undertake planning activities in prioritised informal settlements in Meloding, aimed at facilitating the selected informal settlements towards in situ upgrading
- In support of the recommendations contained in the Matjhabeng LM Spatial Transformation Plan and the Matjhabeng LM Resettlement Plan (in situ upgrading rather than relocation)
- The criteria for selecting these settlements were:
 - The land must belong to the Municipality;
 - The number of households must be less than 150, or area requiring only an amendment of a General Plan and rezoning in terms of municipal planning bylaws;
 - The settlement must be integrated and adjoining to an established township for ease of basic services connection by the Municipality.
 - **LAND MUST NOT BE DISASTER PRONE**
- Support targeted for the following settlements:
 1. Unit 7
 2. Unit 3
 3. Bareng or Tip Top & Zack Bazaar???

REQUIRED ACTIONS/INFORMATION

- The delegation requests the following from MLM:
 - Indicate willingness to relinquish the current zonings of the concerned land parcels through a council resolution;
 - Current zoning certificates of the pieces of land where the agreed settlements are located;
 - Commit to subject current residents of the informal settlements through basic qualification criteria for ease of site allocation.
 - Written confirmation from Planning Unit on required studies for the subdivision and rezoning applications on the agreed pieces of land



THANK YOU



an agency of the Department of Human Settlements

Enquiries : Lieketseng Mapane
Date : 20 July 2018

The Municipal Manager: Mr. T. Tsoaeli
Matjhabeng Local Municipality
PO Box 708
WELKOM
9460

Attention: Ms. Morakane Mothekhe

INFORMAL SETTLEMENTS UPGRADING SUPPORT 2018/19

As part of our ISU Support interventions for Matjhabeng LM in the current financial year, the HDA in collaboration with FSHS are planning to undertake planning activities in some of your informal settlements particularly in Meloding. These activities will be aimed at facilitating the selected informal settlements towards in situ upgrading. This is in support of the recommendations contained in the Matjhabeng LM Spatial Transformation Plan and the Matjhabeng LM Resettlement Plan.

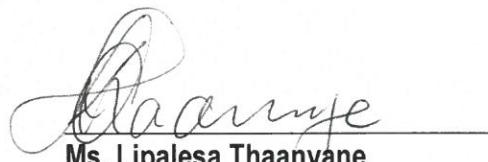
The HDA conducted a site visit in Unit 3 and Unit 7 Informal Settlements in Meloding Thursday, 19 July 2018, with the objective of conducting physical inspection towards drafting of an informed development response. The criteria for selecting these settlements were:

- The land must belong to the Municipality;
- The number of households must be less than 150, or area requiring an amendment of a General Plan and rezoning;
- The settlement must be adjacent to an established township for ease of basic services connection by the Municipality.

To facilitate these activities, Matjhabeng LM is requested to submit the following:

1. A letter granting the HDA and FSHS permission to proceed with in situ upgrading of the above-mentioned informal settlements;
2. Zoning certificate of the pieces of land where the settlement are located at;
3. Subject the current residents of the informal settlements through basic qualification criteria for ease of site allocation.

It must be noted that the municipality will take the inherent responsibility of site allocation for the sites in question.



Ms. Lipalesa Thaanyane

Provincial Manager: Free State

