

MATJHABENG MUNICIPALITY

AGENDA

of the

**1ST ORDINARY COUNCIL MEETING
FOR THE YEAR 2018**

convened for

WEDNESDAY, 31 JANUARY 2018

at

15h00

**COUNCIL CHAMBERS, CIVIC CENTRE,
WELKOM**

MATJHABENG MUNICIPALITY



A G E N D A

MEETING : 1ST ORDINARY COUNCIL
**VENUE : COUNCIL CHAMBERS, CIVIC CENTRE,
WELKOM**
DATE : WEDNESDAY, 31 JANUARY 2018
TIME : 15h00

Order of business at an Ordinary Council meeting in terms of Rule 78 of the Standard Rules and Orders.

Yours faithfully,

CLLR B. STOFILE
SPEAKER

Matjhabeng Municipality, Civic Centre, Stateway
PO Box 708, WELKOM, 9460
Tel: (057) 391 3911 – Fax: (057) 353 2482
E-mail: munic@matjhabeng.co.za
Website: www.matjhabeng.fs.gov.za

II

SECTION A PROCEDURAL MATTERS	
(a)	Opening
(b)	Applications for leave of absence
(c)	Official Announcements of the Speaker
(d)	Reports of the Speaker in terms of rules 15(1) and 99(4)
(e)	Tabling of documents prescribed by statute or these rules and orders
(f)	Applications and appeals from Councillors in terms of rules 14(1), 67 and 72
(g)	Reports received from the Speaker A2 of 2018 – A15 of 2018
(h)	Motions of sympathy and congratulations by the Speaker
(i)	Motions of sympathy and congratulations by other Councillors
(j)	Deputations and interviews
(k)	Disclosure of interest
(l)	Minutes of the previous meetings: 1. Minutes of the 4 th Ordinary Council meeting held on 30 August 2017. 2. Minutes of the 5 th Special Council meeting held on 01 November 2017. 3. Minutes of the 5 th Ordinary Council meeting held on 16 January 2018.
(m)	Matters arising from the minutes
(n)	Questions of which notice had been given A13 of 2018 – A15 of 2018
(o)	Reports of the Executive Committee/ Executive Mayor/ Committee Reports A16 of 2018 –A22 of 2018
(p)	Reports of decisions taken under delegated powers

III

(q)	Motions
(r)	Closing
Matjhabeng Municipality, Civic Centre, Stateway PO Box 708, WELKOM, 9460 Tel: (057) 391 3911 – Fax: (057) 353 2482 E-mail: munic@matjhabeng.co.za Website: www.matjhabeng.fs.gov.za	

INDEX

ITEM NO	ITEM DESCRIPTION	PAGE
	SECTION A - 1 REPORTS OF THE SPEAKER A2 of 2018 – A14 of 2018	
A2 of 2018	REPORT ON THE OUTCOME OF THE INVESTIGATION OF THE ALLEGED BREACH OF CODE OF CONDUCT OF COUNCILLORS BY COUNCILLOR VICKY MORRIS, AS PROVIDED IN THE MUNICIPAL SYSTEMS ACT, NO. 32 OF 2000 (SCHEDULE 1) (SPEAKER) (5/5/5)	1
A3 of 2018	REPORT REGARDING DISPUTE OVER SITE 4589 AND 4590 K6 KUTLWANONG (DISPUTE RESOLUTION CHAIRPERSON) (8/3/2/47/5)	3
A4 of 2018	REPORT REGARDING DISPUTE OF SITE 2588 MMAMAHABANE, VENTERSBURG (DISPUTE RESOLUTION CHAIRPERSON) (8/3/2/48/2)	5
A5 of 2018	REPORT REGARDING DISPUTE OVER SITE 2132 PHOMOLONG HENNEMAN BETWEEN AFRICAN CHURCH AND AFRICAN GOSPEL CHURCH (DISPUTE RESOLUTION CHAIRPERSON)) (8/3/2/51/1)	7
A6 of 2018	DISPUTE OVER HOUSE 13263 CALABRIA MELODING (DISPUTE RESOLUTION CHAIRPERSON) (8/3/20/50/2)	8
A7 of 2018	REPORT REGARDING DISPUTE OVER SITE 7279 THABONG (DISPUTE RESOLUTION CHAIRPERSON) (8/3/2/45/7)	10
A8 of 2018	REPORT REGARDING DISPUTE OVER HOUSE 1160 THABONG (DISPUTE RESOLUTION CHAIRPERSON)) (8/3/2/45/5)	11
A9 of 2018	REPORT REGARDING DISPUTE OVER SITE 3900 NYAKALLONG, ALLANRIDGE (DISPUTE RESOLUTION CHAIRPERSON) (8/3/2/45/6)	13
A10 of 2018	REPORT REGARDING DISPUTE OVER SITE 20101 THABONG (DISPUTE RESOLUTION CHAIRPERSON) (8/3/2/45/5)	15

II

A11 of 2018	REPORT REGARDING DISPUTE OVER SITE 31881 EXT 15 BRONVILLE (DISPUTE RESOLUTION CHAIRPERSON) (8/3/2/12)	17
A12 of 2018	REPORT REGARDING DISPUTE OVER HOUSE 443 BLOCK 7 KUTLWANONG BETWEEN MRS MARIA MOTAUNG AND MRS RELEBOHILE NKUTA (DISPUTE RESOLUTION CHAIRPERSON) (8/3/2/47/5)	19
A13 of 2018	QUESTIONS OF WHICH NOTICE WAS GIVEN: CLLR M.T. MACINGWANE (MM) (3/1/3/2)	21
A14 of 2018	QUESTIONS OF WHICH NOTICE WAS GIVEN: CLLR M.T. MACINGWANE (MM) (3/1/3/2)	22
A15 of 2018	QUESTIONS OF WHICH NOTICE WAS GIVEN: CLLR A. STYGER (MM) (3/1/3/2)	23
ITEM NO	ITEM DESCRIPTION	PAGE
	SECTION A- 2 REPORTS OF THE EXECUTIVE MAYOR ITEMS FOR NOTING A16 of 2018 – A19 of 2018	
A16 of 2018	MONTHLY FINANCE REPORT – NOVEMBER 2017 (EXECUTIVE MAYOR) (6/4/1)	24
A17 of 2018	MONTHLY FINANCE REPORT – DECEMBER 2017 (EXECUTIVE MAYOR) (6/4/1)	27
A18 of 2017	THREE MONTHS FINANCE REPORT: OCTOBER-DECEMBER 2017 (EXECUTIVE MAYOR) (12/1/2/3)	30
A19 of 2017	MID-YEAR BUDGET AND PERFORMANCE REPORT - 1 JULY 2017- 31 DECEMBER 2017 (EXECUTIVE MAYOR) (12/1/1)	33

III

ITEM NO	ITEM DESCRIPTION	PAGE
	SECTION B REPORTS OF THE EXECUTIVE MAYOR ITEMS FOR APPROVAL BY COUNCIL A20 of 2018 – A22 of 2018	
A20 of 2018	DRAFT AUDITED ANNUAL REPORT 2016/2017 – MATJHABENG MUNICIPALITY (EXECUTIVE MAYOR) (12/1/1)	36
A21 of 2018	EXTENSION OF VUYO CHARLES STADIUM (EXECUTIVE MAYOR) (10/1/1/7)	38
A22 of 2018	REPORT ON THE POSSIBILITY OF GRANTING LONG TERM LEASE TO CGOG FOR MANAGEMENT OF WELKOM AIRPORT (EXECUTIVE MAYOR) (10/5/6)	41

A2 of 2018

REPORT ON THE OUTCOME OF THE INVESTIGATION OF THE ALLEGED BREACH OF CODE OF CONDUCT OF COUNCILLORS BY COUNCILLOR VICKY MORRIS, AS PROVIDED IN THE MUNICIPAL SYSTEMS ACT, NO. 32 OF 2000 (SCHEDULE 1) (SPEAKER) (5/5/5)

PURPOSE

The purpose of the item is to inform council about the outcome of the investigation of the alleged breach of the code of councillors.

BACKGROUND

The Office of the Speaker received a complaint from Marius Bernardt about an alleged corruption and soliciting of bribe of by Councillor Vicky Morris. The complainant was then advised to depose an affidavit, which he did dated the 15 /04/2015.

The complainant alleges amongst others that Councillor Vicky Morris solicited a bribe from him in the sum of **R10 000.00** and the Bribe was recorded. The bribe was for construction work to be undertaken in Councillor Vicky Morris's ward (Ward 11) by the municipality and for future construction work that will be undertaken by the Municipality in that ward.

The undermentioned evidence was submitted to the Speaker:

- Affidavit deposited by the complainant.
- A video recording of the alleged bribe.

The Democratic Alliance has also lodged a complaint for alleged breach of conduct by Councillor Vicky Morris dated 1 February 2017.

A letter was directed by the Speaker to Councillor Vicky Morris as required by the Standard Rules and Orders dated 17 February 2017. A response was received by the Speaker from Councillor Vicky Morris dated 23 March 2017. It is worth noting that Councillor Vicky Morris does not necessarily deny the allegations but would like to explain his position in council.

MATTER FOR DISCUSSION

On 31 May 2017, **COUNCIL RESOLVED: (31 MAY 2017)**

1. *That Council APPOINTS a Committee of five (5) members comprising of Cllr SJ Liphoko, Cllr HS Badenhorst, Cllr TJ Mosia, Cllr KSV Moipatle and Cllr SDM Taljaard which will further investigate the matter in line with Rule 100 (7) (c).*
- 2 *That the Committee must BE CHAIRED by Cllr TJ Mosia.*
3. *That the Committee will have TO CONCLUDE its investigation within 21 days after their appointment in line with (Rule 102(3)).*

On the 30 August 2017, **COUNCIL RESOLVED: (30 AUGUST 2017)**

1. *That Council TAKES NOTE of the report.*

2. *That Council APPROVES the extension of the Investigation Committee's 21 days mandate.*
3. *That the Investigation Committee MUST COMPLETE their investigation within 21 days, calculated from the 31st of August 2017 (Rule 102(3)).*
4. *That Council MANDATES the Municipal Manager to allocate the reasonable necessary resources in order for the appointed Committee to fulfill its mandate.*
5. *That the last sentence of the Item background should BE CORRECTED to read as follows:*

"Cllr PF Botha has also lodged a complaint for alleged breach of conduct by Councillor Vicky Morris dated 1 February 2017."

*** A Report is attached on page 1 to page 23 of the Annexures.

FINACIAL IMPLICATION

Financial implications were the cost of transporting one of the witnesses to attend the hearing.

LEGAL REQUIREMENT

Section 14 (1) (a) of Schedule 1 referred to above provides that a municipal council may investigate and make findings on any alleged breach of the provision of this code; or (b) establish a special committee (i) to investigate and make findings on any alleged breach of this code; and (ii) to make appropriate recommendation to the council.

The Speaker is enjoined in term of Rule 99 (2) (a) of the Standard Rules and Orders to investigate any alleged breach of the code of conduct by a Councillor. The Speaker is further required to write a letter to the person against whom the alleged breach of the code is levelled requesting for a comment/response to the allegations (rule 99(2) (b). The speaker is further enjoined to report to Council about the outcome of his investigation with recommendations. (Rule 99 (4) (a) & (b))

SUBMITTED FOR CONSIDERATION

A3 of 2018

**REPORT REGARDING DISPUTE OVER SITE 4589 AND 4590 K6 KUTLWANONG
(DISPUTE RESOLUTION CHAIRPERSON) (8/3/2/47/5)**

PURPOSE OF REPORT

To request Council to correct a mistake made in 2000 by a Contractor on sites 4589 and 4590.

Description of the parties

Complainant: Mr Sello Nkhatho the son of the late Kedibone Emily Nkhatho.

Defendant: Mrs Matsela Lydia Mosese daughter in law of the late Kedibone Emily Nkhatho.

BACKGROUND

The sites 4589/4590 K6 were allocated to the late Jannie Mosese in 1992 by the Kutlwanong Municipality.

*** A copy of permit holder **is attached on page 24 of the Annexures.**

The deceased was the elder son of the late Kedibone Emily Nkhatho. They were staying together with his mother and his wife.

The late Mr Japie Mosese bought the house at 3769 K5 and left his mother in sites 4589/4590 K6. His mother Kedibone Nkhatho applied for RDP house in the year 2000 for site 4589 K6 and it was approved

*** The HSS report **is attached on page 25 of the Annexures.**

However the house was wrongly built on site 4590 K6 instead of 4589 K6.

PROBLEM STATEMENT

- The problem is that the RDP house was built wrongly at site 4590 K6.
- The conflict between two families continued, because of the complicated matter.

FINDINGS

- The committee must note that site 4589 has a title deed issued out in the name of Kedibone Emily Nkhatho, Title Deed no: TE14862/2000

*** A copy of Deed Search **is attached on page 26 to page 27 of the Annexures.**

- The committee must note that although site 4590 was allocated to Mr Japie Mosese and there is proof, the title deed is still with the Municipality.

- The committee must note that the Construction company that was allocated the work to build an RDP house for the late Kedibone Emily Nkhatho on site 4589 K6 made a mistake and built the said house on site 4590 K6.
- The committee must note that the Magistrate Court issued out the Letter of Authority as follows:
 - a) The estate of Emily Nkhatho Letter of Authority issued out to Sello Nkhatho on 22/07/2015 for site 4589 K6.
 - b) The estate of Jannie Mosele – Letter of Authority issued out to his wife Matsela Lydia Mafabatho on 21/01/2009 for site 4590.

*** Letters of Authority **are attached on page 28 to page 29 of the Annexures.**

- The RDP house was wrongly built at site 4590 K6 where the site is still under the name of the late Mr Jannie Mosele, and has no Title Deed.
- Mr Jannie Mosele died in 2009 while he left both sites 4589/4590 K6 Kutlwanong to his mother Kedibone Nkhatho.
- The internal transfer for site 4589/4590 K6 to Kedibone Nkhatho were not been processed by the Municipality.

LEGAL IMPLICATIONS

*** Refer to the advice from Legal Services **on page 30 to page 31 of the Annexures.**

RECOMMENDATIONS

1. That the title deed for site 4590 be issued to Sello Solomon Nkhatho.
2. That Sello Solomon Nkhatho as the executor of the estate of the late Kedibone Nkhatho transfer the title deed TE14862/200 to Lydia Mafabatho.
3. That whenever there is an RDP house to be built, stringent measures should be taken in future, in form of documentation to avoid such mistakes.
4. That the Municipality should carry the costs of registration and de-registration.

A4 of 2018

**REPORT REGARDING DISPUTE OF SITE 2588 MMAMAHABANE, VENTERSBURG
(EXECUTIVE MAYOR) (8/3/2/48/2)**

PURPOSE OF THE MEETING

To present the report on site 2588 Mmamahabane, Ventersburg for Council to decide on the rightful owner.

Description of the parties

Complainant: Me Modiehi Koko

Defendant: Mr Nuwejaar Ramakgupane

BACKGROUND

The Municipal site 2588 Mmamahabane was not initially allocated to both complainant and defendant.

Both parties were illegally occupying the site.

In the departmental dispute committee meeting that was held on the 20 October 2016 at Ventersburg Unit, the following was discussed:

DISCUSSION

Me Modiehi Koko (**complainant**) stated that she was staying at the site since 2007 while it was an informal settlement. She further stated that the then Ward Councillor stated that all the people who do not have sites could identify the empty sites and occupy.

Me Modiehi Koko claimed that since she occupied the site nobody claimed that the site belongs to him or her.

Me Modiehi Koko stated that in 2013 Mr Ramakhupane came to her and claimed that the site belongs to him.

Mr Ramakhupane (**defendant**) claimed that the site was given to his late sister by the then Ward Councillor Me Nelly. He stated that he never occupied the site or registered it in his name.

Mr Ramakhupane stated that the then Ward Councillor Mabote came to him and stated that he can apply for subsidy for site no 2588 in his name.

PROBLEM STATEMENT

- Mr Ramakhupane wants to evict Mrs Koko from the site and stated that the site belongs to him.
- Mrs Koko refused and stated that she stayed in the site before him, therefore the site belongs to her.
- The construction of house is in hold because of the fighting between the parties.

6

FINDINGS

- The site 2588 Mmamahabane belongs to the Municipality.
- The Municipality did not allocate site 2588 Mamahabane either to the complainant or defendant, they were both occupying it illegally.
- In 2010 the Housing Department filled the application for subsidy on behalf of Mr N Ramakhupane.

*** An application form **is attached on page 32 of the Annexures.**

- On 30 November 2010 the subsidy was approved in the name of the applicant.

*** The HSS report **is attached on page 33 of the Annexures.**

- The Contractor went on site on 2016 and a dispute arose as there was someone staying on site. The site belongs to the Municipality and it is not clear how both defendant and complainant came to occupy it. In their verbal testimony she claims that a Ward Councillor gave them permission to identify and occupy sites in the area.

RECOMMENDATIONS

1. That both parties did not follow the proper procedures regarding the occupation of the site.
2. That the complainant be assisted in line with Council policy to get an alternative site.
3. That the matter be investigated thoroughly to find out which official assisted in this regard.

A5 of 2018

REPORT REGARDING DISPUTE OVER SITE 2132 PHOMOLONG HENNEMAN BETWEEN AFRICAN CHURCH AND AFRICAN GOSPEL CHURCH (DISPUTE RESOLUTION CHAIRPERSON) (8/3/2/51/1)

PURPOSE OF THE MEETING

To request Council to allocate site 2132 to either African Church or African Gospel Church.

BACKGROUND

On the 22nd September 2015 a meeting was held at the Matjhabeng Housing Department office. Present in the meeting were representatives of the African Church and the African Gospel Church. The issue was a dispute over site 2132 Phomolong, Henneman.

*** The Attendance register is attached on page 34 of the Annexures.

African Church (complainant):

1. The African church claims that site 2132 was allocated to them in 1980 by the then Phomolong Local Council. There is no documentary proof.
2. The church after allocation moved forward to buy bricks, cast foundation and erected a fence on the church site.
3. In 2011 after 31 years the African Church decided to host a Christmas ceremony on site 2132 only to discover that the site has been allocated to African Gospel church.

*** The proof of allocation is attached on page 35 of the Annexures.

PROBLEM STATEMENT

- The African Church wants to occupy the site to proceed with the construction of the building.

FINDINGS

- The African Gospel Church was given permission to occupy site 2132 in 1997 by the Municipality.
- At the time of occupation the site was abandoned.

RECOMMENDATIONS

1. That Council in line with its policy on the sale of church sites invites both churches to make an offer to purchase site 2132 Phomolong.
2. That Council should appoint a Committee that will deal with the allocation of sites for churches.

A6 of 2018

DISPUTE OVER HOUSE 13263 CALABRIA MELODING (DISPUTE RESOLUTION CHAIRPERSON) (8/3/20/50/2)

PURPOSE OF REPORT

To request Council to allocate site 13263 to Mr Melamu Jonas Morabane.

Description of parties

The complainant: Me Mpofhi Evodia Sehole

The defendant: Mr Melamu Jonas Morabane currently staying at site 13263 Calabria Meloding.

BACKGROUND

The statement of Me Sehole (**complainant**) is that the site 13263 Meloding was allocated to her by the late housing official Mr Patrick Oliphant. Me Sehole have a receipt of R3.00 dated 20 April 2009 that was paid for the transfer of site into her name.

*** The receipt is attached on page 36 of the Annexures.

The housing file was not opened to prove the allocation of the site to Me Sehole, and she did not take occupation of site no. 13263 immediately, thus resulting in the site being vacant.

Mr Morabane the (**defendant**) stated that, he went to Matjhabeng Finance Department at Virginia to enquire about the vacant site 13263 Calabria Meloding. He was informed by Finance Department that the site belongs to the Municipality. He stated that he went to Finance Department to open the services account in his name so that he can be able to pay the Municipal services which was actioned by the Finance.

*** The Municipal services account is the attached on page 37 of the Annexures.

PROBLEM STATEMENT

The continuous fight between two parties regarding the site 13263 Calabria Meloding.

FINDINGS

- The site 13263 Calabria Meloding has no Title Deed it belongs to the Municipality.
- Presently the site 13263 Calabria Meloding is occupied by Mr Morobane and his family since 2013.
- According to housing records the site was not allocated to any one of the parties.

LEGAL IMPLICATIONS

Refer to the advice from Legal Services on page 38 to page 39 of the Annexures.

RECOMMENDATIONS

1. That site 13263 Calabria Meloding be allocated to the current occupant Mr Morabane.
2. That Me Sehole be prioritized in the next allocation of sites.
3. That the Finance Department should open an account for Mr Morabane.

A7 of 2018

REPORT REGARDING DISPUTE OVER SITE 7279 THABONG (DISPUTE RESOLUTION CHAIRPERSON) (8/3/2/45/7)

PURPOSE

To report to Council the resolution of a dispute concerning site 7279, Ward 17 Thabong.

Description of parties in dispute

Complainant: Ms Rankhathali
Defendant : Mr Simon Bokhatsi

BACKGROUND

Me M.C. Rankhathali approached the Municipality to complain about site 7279 Thabong that is allocated to her, and is presently occupied by Mr S. Bokhatsi who is refusing to vacate.

*** The Proof of allocation **is attached on page 40 of the Annexures.**

A file was opened and subsequent to that a meeting was convened between the complainant and the defendant.

*** The Attendance register of the meeting **is attached on page 41 of the Annexures.**

In the meeting it was revealed that Mr Bokhatsi is the owner of site 27085 and the RDP house has been built in his name.

*** The Proof of subsidy **is attached on page 42 to page 43 of the Annexures.**

Mr Bokhatsi further agreed that site 7279 Thabong belongs to Ms MC Rankhathali.

PROBLEMS STATEMENT

Ms Rankhathali struggled to occupy her site because Mr Bokhatsi left his children in the site 7279 and refused to move out.

FINDINGS

- The site was allocated to Ms MC Rankhathali by the Municipality.
- Site 7279, ward 17 Thabong is still registered in the name of the Municipality.

RECOMMENDATIONS

1. That the site be allocated to Ms MC Rankhathali.
2. That the Municipality assists Ms MC Rankhathali to occupy 7279 Thabong.
3. That Mr Simon Bokhatsi must not be given the site as he is the beneficiary of an RDP house.

A8 of 2018

REPORT REGARDING DISPUTE OVER HOUSE 1160 THABONG (DISPUTE RESOLUTION CHAIRPERSON) (8/3/2/45/5)

PURPOSE OF THE MEETING

To inform Council about a complaint lodged on site 1160 Thabong.

Description of parties in dispute

Complainant: Moleleki's family
Defendant : Tholani Moleleki

BACKGROUND

The Municipality housing file indicates that the house was allocated to the late Mr David Moleleki and Mrs Pascalina Moleleki in 1971 by the Municipality. They were survived by 6 children who are:

Elizabeth Semakaling Moleleki – deceased
Ermelda Tsokolo Moleleki – deceased
Celestina Feikie Moleleki
Augustina Matsele Moleleki
Martin Makalo Moleleki
Johannes Tsiliso Moleleki

*** The Proof of allocation **is attached on page 44 of the Annexures.**

The deceased left four children, but three children have moved out to their own permanent accommodation. Me Celestina Moleleki remained in the house to look after the house. The then Housing Committee in consultation with the Ward Councillor recommended on 20-03-1990 that though the parents are deceased and they left four children, the residential permit be issued to Celestina Moleleki to be responsible for the house.

*** Council Resolution 29/03/1990 **is attached on page 45 of the Annexures.**

In the year 1991 Me Celestina Moleleki bought this house 1160 Thabong for the amount of R2496.40 and stayed with her children. The house was registered in her name and the Title Deed was issued out under her name TL4331/98.

*** A copy of Title Deed **is attached on page 46 to page 48 of the Annexures.**

PROBLEM STATEMENT

- The Moleleki's family want to evict the children of the late Celestina Moleleki claiming that the house 1160 Thabong belongs to their parents David Moleleki and Pascalina Moleleki.
- They further stated that the late Celestina stole the house and registered it in her name without their permission.

12

- They claimed that the house should be a family house so that they can have access when they want to use it.

FINDINGS

- The house 1160 was registered in Celestina Moleleki's name in 1991 by the Municipality to take the responsibility of the house and the Title Deed was issued out in her name TL4331/1998.
- The certificate of holder in the house file indicates that Celestina Moleleki was the holder of house 1160 Thabong, her children and her siblings were her dependents.

RECOMMENDATIONS

1. That the house belongs to Celestina Moleleki as per the Deeds search and after going through the documentation it was found that there was no misrepresentation in the side of Me Celestina Moleleki.
2. That the house is having a title deed, therefore it is regarded as a private matter and Council cannot be involved.
3. That it should be in record that the defendant refused to attend the Dispute Committee meeting and the Speaker be requested not entertain him but should refer him to the Committee.
4. That the Conveyancer be consulted with regard to the document on page 30 of the Annexures written in Afrikaans, to find out why it said to be a leasehold instead of a right of ownership.

A9 of 2018

REPORT REGARDING DISPUTE OVER SITE 3900 NYAKALLONG, ALLANRIDGE (DISPUTE RESOLUTION CHAIRPERSON) (8/3/2/45/6)

PURPOSE OF THE MEETING

To inform Council about a dispute on site 3900 Nyakallong owned by Mrs Dikeledi Rebecca.

Description of parties in dispute

Complainant: Lydia Naanyane

Defendant : Chale Bernardo

BACKGROUND

According to the Matjhabeng Municipality records, site 3900 Nyakallong was allocated to the late Mr Komme Kameel Naayane and Mrs Dikeledi Rebecca Naanyane in the year 2000. The site has Title Deed T27566/2001.

*** The Deed Search is attached on page 49 of the Annexures.

In the departmentally meeting that was held on 08 September 2016 at Nyakallong housing office the following were discussed:

Me Lydia Naanyane (complainant) the daughter of the late Mrs Naanyane claimed that she has been working in Gauteng since 1988. She stated that she got the information from strangers stating that her mother is selling the site. She stated that she came home later to talk to her mother regarding the matter, but her mother insisted that she is selling the site and if she is interested she can buy it. The latter said that she told her mother that she is not willing to buy the site since it was their home.

The latter stated that after her mother's death in 2015 she proceeded to register the estate of which she was appointed on the Letter of Authority. The site 3900 was including as part of the estate. She stated that she fully believed that the site 3900 belongs to Naanyane's family.

Mr Bernado (defendant) claimed that he bought the site 3900 Nyakallong from Mrs Dikeledi Naanyane with the amount of R3000.00 in 2011. Mrs Naanyane left the site with him and relocated to Bothaville to stay with her son. Mr Barnardo stated that the payments were done to Me Naanyane in the presence of his Lawyer and the granddaughter of Mr Naanyane. He claimed that the site was legally bought from Me Naanyane.

PROBLEM STATEMENT

- Me Lydia Naanyane wants the site back stating that her mother had no authority to sell the site alone without her children's permission.

FINDINGS

- That the site was allocated to Mr and Mrs Naanyane in 2000 by the Municipality.
- The Title Deed T27566/2001 was issued out under their names.

RECOMMENDATIONS

1. That site 3900 Nyakallong is registered in the names of the late Mr and Mrs Naanyane.
2. That the complainant Me Lydia Naanyane be advised to contact her Lawyer, hence the property is registered in the names of Mr and Mrs Naanyane and is no longer the Municipal property.

A10 of 2018

REPORT REGARDING DISPUTE OVER SITE 20101 THABONG (DISPUTE RESOLUTION CHAIRPERSON) (8/3/2/45/5)

PURPOSE OF THE MEETING

To request Council to reconfirm site 20101 in Thabong as that of Mrs Mbali Mofokeng.

Description of parties in dispute

Complainant: Mrs Mbali Mofokeng
Defendant : Mrs Nosipho Stemela.

BACKGROUND

The Municipality sold the following sites 20101, 20342, 20088, 20344 to African Life Homes in 1994 and the said company sold the sites to Antoinette Johanna Daffue.

*** An agreement of purchase **is attached on page 50 of the Annexures.**

Thereafter Daffue sold site 20101 to Mrs Mbali Mofokeng. The clearance certificate of site 20101 Thabong was issued out by the Municipality in 2014 as a proof of payment for settlement of Municipal services.

*** The clearance certificate **is attached on page 51 of the Annexures.**

In the departmental meeting that was held on 02 February 2016 at Procor housing office the following were discussed:

Mrs Mbali Mofokeng (**complainant**) stated that she bought the site from Daffue in 2014. She further stated that she made all the processes and procedures to purchase the site 20101 Thabong. The latter stated that she did not take occupation immediately because of personal problems that needed to be solved. She stated that she found somebody illegally occupying her site, and then she came to Housing office for assistance regarding the matter.

Mrs Nosipho Stemela (**defendant**) stated that she bought the site with the amount of R5000.00 from certain gentlemen called Tshokolo. She further stated that Mr Tshokolo gave her a letter to confirm that the site 20101 belongs to her.

*** The letter **is attached on page 52 of the Annexures.**

She stated that she fenced the site and started and laid the foundation.

FINDINGS

- That the site 20101 Thabong was bought by Antoinette Johanna Daffue from the Municipality and sold to Mrs Mofokeng in 2014.
- The documents that prove the purchase of site are available.

16

- The site has no Title Deed.
- That there is no information in Housing records indicating that Mrs Stemela has been allocated site 20101Thabong.
- The letter that Mrs Stemela has does not indicate the writer of the letter, and the office in which the letter was done.
- The alleged purchase of site by Mrs Stemela seems to be illegal.

RECOMMENDATIONS

1. That site 20101 Thabong legally belongs to Mrs Mbali Mofokeng.
2. That the confirmation letter that Mrs Stemela has is not valid.
3. That the official who drafted or wrote the letter must avail himself/ herself to testify in Court.
4. That Mrs Stemela be instructed to vacate the site as it belongs to Mrs Mofokeng.
5. That Mrs Stemela be advised to register her name in waiting list of sites in Matjhabeng for the next allocation.

A11 of 2018

REPORT REGARDING DISPUTE OVER SITE 31881 EXT 15 BRONVILLE (DISPUTE RESOLUTION CHAIRPERSON) (8/3/2/12)

PURPOSE OF THE REPORT

To resolve the dispute of site 31881 Ext 15 Bronville between Mr Shadrack Khoza and Moeti's family.

Description of parties in dispute

Complainant: Mr Shadrack Khoza
Defendant : Mrs Moeti's family

BACKGROUND

According to the Municipal records, site no. 31881 Bronville was allocated to Pulane Fair Khoza in the year 2000. The site has title deed T40671/2000.

*** The Deed Search report is attached on page 53 of the Annexures.

In the departmentally meeting that was held on 16 October 2013 at Housing Office Procor the following were presented:

Mr Shadrack Khoza (**complainant**) stated that he is the biological son of the late Mrs Pulane Fair Khoza. He further stated that he was under age when his mother died; therefore the family requested Mrs Vuyiswa Kheswa to look after the site until he grows up.

*** The Death certificate is attached on page 54 of the Annexures.

Mrs Kheswa, the family of Mr Shadrack Khoza stated that she met Me Maria Moeti in the year 2008 desperately looking for accommodation. They agreed that Me Moeti will stay temporarily at site 31881 until she found her own place.

Me Moeti (**defendant**) agreed that she was looking for accommodation, and she met Me Kheswa and they agreed for temporarily accommodation. She further said that she requested to buy the site and they agreed, but before the payment could be done Me Kheswa requested to wait for Shadrack to come back so that they could make an arrangement of payments. She further stated that she was so surprised when Me Kheswa came later with Shadrack the son of the late and requested her to vacate the site. The latter said that she refused to move out because the agreement was that she can buy the site but waiting for Shadrack to come back.

She further said that she requested Shadrack to give them a period of time to look for other accommodation because there is no place to stay.

PROBLEM STATEMENT

- Mr Seabata Shadrack Khoza stated that he struggled to occupy the site because Mrs Moeti refused to move out.

FINDINGS

- That the site 31881 Ext 15 Bronville was allocated to Me Pulane Fair Khoza.
- The site has Title Deed no. T40671/2000.
- The Letter of Authoritywa issued under the name of Seabata Shadrack Khoza in 2007.

*** The letter of Authority **is attached on page 55 of the Annexures.**

RECOMMENDATIONS

1. That Me Pulane Fair Khoza is the rightful owner of site 31881 Ext 15 Bronvile.
2. That Mr Seabata Shadrack Khoza has the authority over the property of his mother.
3. That the site has Title Deed, therefore it is no longer under the Municipal properties.
4. That Mr Khoza be advised to consult his Attorney for the process of eviction.
5. That the committee advises Me Moeti to register her name in the Matjhabeng waiting list for next allocation.

A12 of 2018

**REPORT REGARDING DISPUTE OVER HOUSE 443 BLOCK 7 KUTLWANONG
BETWEEN MRS MARIA MOTAUNG AND MRS RELEBOHILE NKUTA (DISPUTE
RESOLUTION CHAIRPERSON) (8/3/2/47/5)**

PURPOSE OF THE MEETING

To resolve the dispute on house 443 Block 7 Kutlwanong between Mrs. Motaung and Mrs. Nkuta.

Description of parties in dispute

Complainant: Maria Motaung
Defendant : Relebohile Nkuta

BACKGROUND

The house no. 443 Block 7 was allocated to the late Mr April Motaung in 1982 by the Municipality.

*** The Proof of permit holder **is attached on page 56 of the Annexures.**

In the departmental meeting that was held on 21 January 2016 at Kutlwanong Office Housing the following were discussed:

- Me Motaung (**complainant**) stated that they were staying with her family at house 443 Block 7 Kutlwanong and that was a three roomed house.
- She further stated that her family was growing and her late husband decided to buy a big house, so that it can accommodate the whole family.
- They moved to a new house and her husband rented the house no. 443 Block 7.
- In 1997 her husband died while the house was been rented.

*** The Death certificate **is attached on page 57 of the Annexures.**

- In 2011 Me Motaung received the appointment letter which was issued from the Magistrate Court as an Executor of the estate.

*** The appointment letter from Magistrate court **is attached on page 58 of the Annexures.**

Mrs Nkuta (Defendant) declared as follows:

- She stated that she rented the house since 2004 from the people who rented from Mr Motaung.
- She further stated that after the death of Mr Motaung she also rented the house from Mrs Motaung.
- She further stated that the agreement was to buy the house with the amount of R8 000.00, then the transfer would be done.

PROBLEM STATEMENT

- Mrs Motaung wants to evict Mrs Nkuta at house 443 Block 7 stating that she wants to give it out to one of her children.

FINDINGS

- The house 443 Block 7 according to the Municipality records is allocated to the late Mr Motaung and does not have a Title Deed.
- The Letter of Authority was issued out to Mrs Motaung.
- The Municipality transferred the house in her name in 2011 instructed by Letter of Authority. **The transfer form is attached on page 59 of the Annexures.**
- Mrs Nkuta rented the house for more than 12 years from Mr Motaung.
- Mrs Nkuta is not on the waiting list for allocation of site.

RECOMMENDATIONS

1. That house number 443 Block 7 Kutlwanong belongs to Mrs Motaung.
2. That Mrs Motaung should apply for a Title Deed.
3. That the Municipality should evict the tenant.
4. That Mrs Nkuta has a right to claim for renovations done in the house.
5. That the house could not be transferred to her daughter while Mrs Motaung is still alive.
6. That Mrs Nkuta register her name in the Matjhabeng waiting list for next allocation.

A13 of 2018

QUESTIONS OF WHICH NOTICE WAS GIVEN: CLLR M.T. MACINGWANE (MM)
(3/1/3/2)

PURPOSE

To submit the questions raised by Cllr M.T. Macingwane and the response thereon by the Municipal Manager.

BACKGROUND

- *** A letter dated 18 December 2017 received from Cllr M.T. Macingwane, containing certain questions **is attached on page 60 to page 61 of the Annexures.**
- *** The Municipal Manager's response **is attached on page 62 to page 70 of the Annexures.**

SUBMITTED FOR NOTIFICATION

A14 of 2018

QUESTIONS OF WHICH NOTICE WAS GIVEN: CLLR M.T. MACINGWANE (MM)
(3/1/3/2)

PURPOSE

To submit the questions raised by Cllr M.T. Macingwane and the response thereon by the Municipal Manager.

BACKGROUND

- *** A letter dated 18 December 2017 received from Cllr M.T. Macingwane, containing certain questions **is attached on page 71 to page 72 of the Annexures.**
- *** Previous correspondence **is attached on page 73 to page 74 of the Annexures.**
- *** The Municipal Manager's response **is attached on page 75 of the Annexures.**

SUBMITTED FOR NOTIFICATION

A15 of 2018

QUESTIONS OF WHICH NOTICE WAS GIVEN: CLLR A. STYGER (MM) (3/1/3/2)

PURPOSE

To submit the questions raised by Cllr A. Styger and the response thereon by the Municipal Manager.

BACKGROUND

- *** A letter dated 03 November 2017 received from Cllr A. Styger containing certain questions **is attached on page 76 to page 81 of the Annexures.**
- *** The Municipal Manager's response **is attached on page 82 to page 83 of the Annexures.**

SUBMITTED FOR NOTIFICATION

A16 of 2018

MONTHLY FINANCE REPORT – NOVEMBER 2017 (EXECUTIVE MAYOR) (6/4/1)

PURPOSE

To submit to Council the Monthly Finance Report for November 2017 in terms of Section 71 of the Municipal Finance Management Act, number 56 of 2003.

BACKGROUND

Section 71 of the Municipal Finance Management Act no 56 of 2003 states that the Accounting Officer must submit to the Executive Mayor a statement in a prescribed format on the state of the municipality's budget reflecting the following particulars for that month and for the financial year up to the end of that month:

- 1) Actual revenue per revenue source
- 2) Actual borrowings
- 3) Actual expenditure per vote
- 4) Actual capital expenditure per vote
- 5) The amount of any allocations received
- 6) Actual expenditure on allocations received

The compilation of the Section 71 report is as follows:

1. After the billing cycle the Income Department compile the income reports which consist of the following and submit to the Budget Department:
 - Billing and Income per month
 - Top Outstanding debtors for the month
 - Income per ward
 - Debtors age analysis per service
2. After month end the ICT Department runs all the month end reports.
3. The Budget Department then extracts the required income and expenditure information from Solar. This is done with the GS 560 procedures. This report shows the transactions for the month VAT EXCLUSIVE.
4. The Expenditure Department provides the Budget Department with the creditor's age analysis and the top 20 outstanding creditors.
5. The Costing Section provides the Budget Department with the employee related reports and the overtime per department.
6. The Section 71 report is then compiled with all the information received from other sections and extracted from the Solar System.

DISCUSSIONS

- *** The finance report for November 2017 is attached on page 84 to page 96 of the Annexures.

FINANCIAL IMPLICATIONS

TABLE 1	Actual For the Month (November 2017)	For Year to date (2017/2018)
All Grants Received	-	241 475 000
Actual Revenue Received	83 573 053	444 993 478
Actual Expenditure	102 356 169	578 363 376
Salaries	57 129 073	282 617 811
Water	5 000 000	88 859 649
Electricity	1 586 635	37 935 694
Other Expenditure	38 640 461	268 950 222
Sub-Total	-18 783 116	8 105 102
Loan Redemptions	-	-
Net Surplus/(Deficit) before Capital payments	-18 783 116	8 105 102
MIG Payments	19 040 223	64 093 722
INEG Payments	-	882 659
WSIG Payments	-	2 198 641
Capital Assets procured - Equitable Share	1 013 544	2 334 389
Fleet & Equipment	-	27 300
Office convention/ Furniture	1 013 544	2 307 089
Net Surplus/(Deficit) after Capital payments	-38 836 883	

Table 1: The municipality had a deficit of R38 836 883 for the month of November after capital payments. This deficit indicates that the expenditure incurred is more than the revenue received for month.

TABLE 2	Actual For the Month (November 2017)	For Year to date (2017/2018)
Total Billings	135 859 891	754 984 745
Less: Indigent Billings	3 304 325	17 386 553
Actual Billings	132 555 566	737 598 192
Actual Revenue Received	82 157 915	424 391 259
Consumer Revenue	76 408 751	384 656 987
Other	5 749 164	39 734 272
Grants & Subsidies	-	241 475 000

Pay rate for November 2017 (Total Billings)	62%
Total income percentage - November 2017	63%
Total income percentage – YTD	60%

The pay rate for November 2017 was 62%
The total income percentage November 2017 was 63%.

In order for the municipality to be financially sustainable the pay rate will have to be increased to 80% monthly on the consumer services.

LEGAL IMPLICATIONS

The Finance Report is submitted in compliance with Section 71 of the MFMA no 56 of 2003.

RECOMMENDATIONS

1. That the Finance Report for November 2017 in terms of Section 71 of the Municipal Finance Management Act, number 56 of 2003, be noted.
2. That the Finance Report for November 2017 in terms of Section 71 of the Municipal Finance Management Act, number 56 of 2003, be submitted to Provincial and National Treasury.

A17 of 2018

MONTHLY FINANCE REPORT – DECEMBER 2017 (EXECUTIVE MAYOR) (6/4/1)

PURPOSE

To submit to Council the Monthly Finance Report for December 2017 in terms of Section 71 of the Municipal Finance Management Act, number 56 of 2003.

BACKGROUND

Section 71 of the Municipal Finance Management Act no 56 of 2003 states that the Accounting Officer must submit to the Executive Mayor a statement in a prescribed format on the state of the municipality's budget reflecting the following particulars for that month and for the financial year up to the end of that month:

- 1) Actual revenue per revenue source
- 2) Actual borrowings
- 3) Actual expenditure per vote
- 4) Actual capital expenditure per vote
- 5) The amount of any allocations received
- 6) Actual expenditure on allocations received

The compilation of the Section 71 report is as follows:

1. After the billing cycle the Income Department compile the income reports which consist of the following and submit to the Budget Department:
 - Billing and Income per month
 - Top Outstanding debtors for the month
 - Income per ward
 - Debtors age analysis per service
2. After month end the ICT Department runs all the month end reports.
3. The Budget Department then extracts the required income and expenditure information from Solar. This is done with the GS 560 procedures. This report shows the transactions for the month VAT EXCLUSIVE.
4. The Expenditure Department provides the Budget Department with the creditor's age analysis and the top 20 outstanding creditors.
5. The Costing Section provides the Budget Department with the employee related reports and the overtime per department.
6. The Section 71 report is then compiled with all the information received from other sections and extracted from the Solar System.

DISCUSSIONS

*** The finance report for December 2017 is attached on **page 97 to page 109 of the Annexures**.

FINANCIAL IMPLICATIONS

TABLE 1	Actual for the Month (December 2017)	For Year to date (2017/2018)
All Grants Received	162 746 000	404 221 000
Actual Revenue Received	82 779 656	527 773 134
Actual Expenditure	217 886 217	896 249 593
Salaries	55 926 284	338 544 095
Water	55 000 000	143 859 649
Electricity	38 652 415	76 588 109
Other Expenditure	68 307 518	337 257 740
Sub-Total	27 639 439	35 744 541
Loan Redemptions	-	-
Net Surplus/(Deficit) before Capital payments	27 639 439	35 744 541
MIG Payments	3 725 823	67 819 545
INEG Payments	-	882 659
WSIG Payments	-	2 198 641
Capital Assets procured - Equitable Share	263 731	2 598 120
Fleet & Equipment	-	27 300
Office convention/ Furniture	263 731	2 570 820
Net Surplus/(Deficit) after Capital payments	23 649 886	

Table 1: The municipality had a surplus of R23 649 886 for the month of December after capital payments. This surplus indicates that the expenditure incurred is less than the revenue received for month. This surplus is due to grants received for reporting period.

TABLE 2	Actual For the Mont (December 2017)	For Year to date (2017/2018)
Total Billings	136 739 739	891 724 484
Less: Indigent Billings	3 383 641	20 770 194
Actual Billings	133 356 098	870 954 290
Actual Revenue Received	81 097 167	505 488 426
Consumer Revenue	71 374 350	456 031 337
Other	9 722 816	49 457 088
Grants & Subsidies	-	404 221 000

Pay rate for December 2017 (Total Billings)	61%
Total income percentage - December 2017	62%
Total income percentage – YTD	61%

The pay rate for December 2017 was 61%
The total income percentage December 2017 was 62%.

In order for the municipality to be financially sustainable the pay rate will have to be increased to 80% monthly on the consumer services.

LEGAL IMPLICATIONS

The Finance Report is submitted in compliance with Section 71 of the MFMA no 56 of 2003.

RECOMMENDATIONS

1. That the Finance Report for December 2017 in terms of Section 71 of the Municipal Finance Management Act, number 56 of 2003, be noted.
2. That the Finance Report for December 2017 in terms of Section 71 of the Municipal Finance Management Act, number 56 of 2003, be submitted to Provincial and National Treasury.

A18 of 2018**THREE MONTHS FINANCE REPORT: OCTOBER-DECEMBER 2017 (EXECUTIVE MAYOR) (12/1/2/3)****PURPOSE**

To submit to Council the three Months Finance Report for October – December 2017 in terms of Section 52(d) of the Municipal Finance Management Act, number 56 of 2003.

BACKGROUND

Section 52(d) of the Municipal Finance Management Act no 56 of 2003 states that the Accounting Officer must submit to the Executive Mayor a statement in a prescribed format on the state of the municipality's budget reflecting the following particulars for that quarter and for the financial year up to the end of that quarter:

- 1) Actual revenue per revenue source
- 2) Actual borrowings
- 3) Actual expenditure per vote
- 4) Actual capital expenditure per vote
- 5) The amount of any allocations received
- 6) Actual expenditure on allocations received

The compilation of the Section 52 report is as follows:

1. After the billing cycle the Income Department compile the income reports which consist of the following and submit to the Budget Department:
 - Billing and Income per month
 - Top Outstanding debtors for the month
 - Income per ward
 - Debtors age analysis per service
2. After month end the Information Communication Technology Department runs all the month end reports.
3. The Budget Department then extracts the required income and expenditure information from Solar. This is done with the GS 560 procedures. This report shows the transactions for the month VAT EXCLUSIVE.
4. The Expenditure Department provides the Budget Department with the creditor's age analysis and the top 20 outstanding creditors.
5. The Costing Section provides the Budget Department with the employee related reports and the overtime per department.
6. The Section 52(d) report is then compiled with all the information received from other sections and extracted from the Solar System

DISCUSSIONS

- *** The finance reports for October – December 2017 are attached on **page 110 to page 120 of the Annexures.**

31

FINANCIAL IMPLICATIONS

TABLE 1	Budget for three months	Actual for three months (2017/2018)
Actual Revenue Received	479 349 340	265 603 840
All Grants Received	140 748 000	2173 496 000
Total Income	620 097 340	439 099 840
Actual Expenditure	580 705 415	431 222 971
Salaries	176 727 823	169 372 564
Water	109 856 301	70 000 000
Electricity	103 016 971	40 778 776
Other Expenditure	191 104 320	151 071 631
Net Surplus/(Deficit) before Capital payments	39 391 925	7 876 870
MIG Payments		33 969 534
INEG Payments		-
WSIG Payments		-
Capital Assets procured - Equitable Share		1 717 992
Fleet & Equipment		27 300
Office convention/ Furniture		1 690 692
Net Surplus/(Deficit) after Capital payments		-27 810 656

Table 1: The municipality had a deficit of R27 810 656 for the quarter after capital payments, this indicates that the expenditure incurred is more than the revenue received for quarter.

TABLE 2	Actual for three months (2017/2018)
Total Billings	417 390 651
Less: Indigent Billings	9 807 472
Actual Billings	407 583 180
Actual Revenue Received	260 873 743
Consumer Revenue	238 355 746
Other	22 517 997
Grants & Subsidies	173 496 000

Pay rate for second quarter (Total Billings)	64%
Total income percentage - second quarter	65%
Total income percentage – YTD	61%

The pay rate for the second quarter 2015 was 64%
The total income percentage for the second quarter was 65%.

In order for the municipality to be financially sustainable the pay rate will have to be increased to 80% monthly on the consumer services.

LEGAL IMPLICATIONS

The budget report is submitted in compliance with Section 52(d) of the MFMA no 56 of 2003. Section 52(d) stipulates that the mayor of the Municipality must, within 30 days of the end of each quarter, submit a report to council on the implementation of the budget and the financial state of the Municipality.

RECOMMENDATIONS

1. That the Finance Report for the Quarter (October - December 2017) in terms of Section 52(d) of the Municipal Finance Management Act, number 56 of 2003, be noted.
2. That the Finance Report for the Quarter (October - December 2017) in terms of Section 52(d) of the Municipal Finance Management Act, number 56 of 2003, be submitted to Provincial and National Treasury.

A19 of 2018

MID-YEAR BUDGET AND PERFORMANCE REPORT - 1 JULY 2017- 31 DECEMBER 2017 (EXECUTIVE MAYOR) (12/1/1)

PURPOSE

To present to Council a report on the Mid- year Budget and Performance Report of the Municipality for the period 1 July 2017 to 31 December 2017 as required by Section 72 of the Municipal Finance Management Act No 56 of 2003 .

BACKGROUND

In accordance with Section 72 of the Municipal Finance Management Act, 2003 (Act No. 56 of 2003), hereafter referred to as the “MFMA”, the Accounting Officer of a municipality must by 25 January of each year-

1. Assess the performance of a Municipality during the first half of the financial year, taking into account-
 - a) The monthly statements submitted for the first half of the financial year in accordance with Section 71 of the MFMA;
 - b) The Municipality’s service delivery targets and performance indicators set in the service delivery and budget implementation plan (SDBIP);
 - c) The past year's annual report, and progress in resolving problems identified in the annual report; and
 - d) The performance of every Municipal entity under the sole or shared control of the Municipality, taking into account reports in terms of section 88 of the MFMA from any such entities.

Section 72 further states that the Accounting Officer must submit to the Executive Mayor a statement in a prescribed format on the state of the municipality’s budget reflecting the following particulars for the six month period from July 2016 – December 2016:

- Actual revenue per revenue source
- Actual borrowings
- Actual expenditure per vote
- Actual capital expenditure per vote
- The amount of any allocations received
- Actual expenditure on allocations received

The compilation of Section 72 report is as follows:

- After the billing cycle the Income Department compile the income reports debtors’ age analysis and the top 20 outstanding debtors.
- After month end the Information Communication Technology Department runs all the month end reports.

- The Budget Department then extracts the required income and expenditure information from Solar. This is done with the GS 560 procedures. This report shows the transactions for the month VAT EXCLUSIVE.
- The Expenditure Department provides the Budget Department with the creditor's age analysis and the top 20 outstanding creditors.
- The Costing Section provides the Budget Department with the employee related reports and the overtime per department.
- The Section 72 report is then compiled with all the information received from other sections and extracted from the Solar System.

*** Attached on page 121 to page 131 of the Annexures is the Mid-Year Budget and Performance Report- 1 July 2017 - 31 December 2017.

*** Attached on **SEPARATE COVER** 1 is the section 72 non-financial performance report.

DISCUSSIONS

The finance reports for July - December 2017

FINANCIAL IMPLICATIONS

TABLE 1	Budget for six months	Actual for six months (2017/2018)
Revenue	958 698 680	527 773 133
Grants & Subsidies	281 496 000	404 221 000
Total Income	1 240 194 680	931 994 133
Total Expenditure	1 018 367 192	896 249 593
Salaries	353 455 647	338 544 095
Water	145 855 229	143 859 649
Electricity	192 362 881	76 588 109
Other/Stationery, Telephone	326 693 436	337 257 740
Sub-Total	221 827 488	35 744 540
Loan Redemptions	-	-
Net Surplus/(Deficit) before Capital Payments	221 827 488	35 744 540

MIG Payments	67 819 544
INEG Payments	882 659
WSIG Payments	2 198 641

Capital Assets procured – Equitable Share	2 598 120
Fleet & Equipment	27 300
Office convention / Furniture	2 570 820

Net Surplus/(Deficit) after Capital Payments	-37 754 424
---	--------------------

Table 1: The Municipality had a deficit of R37 754 424 for the period after Capital Payments. This means that the amount received is below the amount paid.

TABLE 2	Actual for six months (2017/2018)
Total Billings	891 724 483
Less: Indigent Billing	20 770 194
Actual Billings	870 954 290
Actual Revenue Received	505 488 426
Consumer Revenue	456 031 337
Other	49 457 089
Grants & Subsidies	404 221 000

Pay rate – (July - December 2017) Billing	58%
Total income percentage – (July - December 2017)	61%

The pay rate on consumer services for January – December 2017 was 58% and the total income percentage for January – December 2017 was 61%. In order for the Municipality to be financially sustainable the pay rate will have to be increased to 80% on the consumer services.

LEGAL IMPLICATIONS

Both the financial and non-financial reports are submitted in terms of Section 72. (1), Local Government: Municipal Finance Management Act, 2003 (Act 56 of 2003)

Local Government: Municipal Systems Act, 2000 (Act 32 of 2000) (Chapter 6 and Sections 16 and 26 of Chapters 4 and 5, respectively), as read with the Local Government: Municipal Systems Amendment Act, 2003 (Act 44 of 2003).

FINANCIAL IMPLICATIONS

The municipality has currently a pay rate of **58%** and a total income percentage of **61%** as at 31 December 2017 which below budgeted percentage of **80%**.

RECOMMENDATIONS

1. That the financial and non-financial reports for period of six months (July - December 2017) in terms of Section 72 of the Municipal Finance Management Act, number 56 of 2003, be noted.
2. That both the Financial and non-financial Reports for period of six months (July - December 2017) in terms of Section 72 of the Municipal Finance Management Act, number 56 of 2003, be submitted to Provincial and National Treasury.

A20 of 2018

DRAFT AUDITED ANNUAL REPORT 2016/2017: MATJHABENG MUNICIPALITY (MM)
(12/1/1

PURPOSE

The purpose of the item is to table the draft Annual Report of the financial year 2016/2017 to Council for consideration.

BACKGROUND

After the end of each financial year, the law requires Municipalities to develop draft annual reports for submission to Office of the Auditor General by the end of August which is the first two months of the succeeding financial year.

The purpose of drafting an annual report is to provide evidence of planned tasks and the actual achievements for work that was planned and achievements realized during the past financial year. In other words, the Municipality makes public a record of performance for the past financial year and in the report we indicate areas that were challenges and how we anticipate solving such challenges going forward.

According to the MFMA, the Annual Report should include:

- The Annual Financial Statements of the Municipality, and consolidated Annual Financial statements as submitted to the Auditor-General for auditing in terms of section 126(1) of the MFMA
- The Auditor General's Audit Report in terms of Section 126(3) of the MFMA on the financial statements in (a) above;
- The Annual performance report of the Municipality as prepared by the Matjhabeng Local Municipality in terms of Section 46 of the Local Government: Municipal Systems Act 32 of 2000 (MSA)
- An assessment of the Municipality's performance against the measurable objectives referred to in Section 17 (3)(b) of the MFMA for revenue collection from each revenue source and for each vote in the Municipality's approved budget for the financial year 2013/2014

The Municipality submitted the draft annual report to the Office of the Auditor General which was audited during the months of August until November 2017. The draft unaudited annual performance report was also submitted to council of the 30th August 2017 and the following were the resolutions from the council meeting:

COUNCIL RESOLVED: (30 AUGUST 2017)

1. That Council **TAKES NOTE** of the draft unaudited annual performance report for the Financial Year 2016/17.
2. That the draft unaudited annual performance report **BE SUBMITTED** to Office of the Auditor General on or before the 31st of August 2017, for audit purposes.

There were audit steering committee meetings scheduled for Thursdays throughout the four months from August until end November 2017. In the last audit steering committee meeting, office of the Auditor General presented the final audit report which indicated that the municipality received an unqualified audit opinion. The report forms part of the audited draft annual report as presented.

LEGAL IMPLICATIONS

Local Government: Municipal Finance Management Act 2003(Act No. 56 of 2003)

Section 121(1) states as follows: ... “The council of a Municipality must within nine months after the end of a financial year deal with the annual report of the municipality and of any municipal entity under the municipality’s sole or shared control in accordance with section 129”.

Local Government: Municipal Systems Act 2000 (Act No 32 of 2000):

Section 46 (1) “A municipality must prepare for each financial year a performance report reflecting-

(a) *The performance of the municipality and of each external service providers during the financial year;*

(2) An annual performance report must form part of the municipality’s annual report in terms of Chapter 12 of the Municipal Finance Management Act.”

*** Attached as **SEPARATE COVER 2** is the Draft Audited Annual Report 2016/2017.

FINANCIAL IMPLICATIONS

There were no financial implications for the drafting of draft annual performance report as it was compiled internally.

RECOMMENDATION

1. That Council adopts the Draft audited Annual Report for the Financial Year 2016/17.

A21 of 2018

EXTENSION OF VUYO CHARLES STADIUM (EXECUTIVE MAYOR) (10/1/1/7)

PURPOSE

The purpose of this item is to inform Council on the completed phase of the Upgrading of Vuyo Charles Stadium, the outstanding scope of works to complete the Stadium and also to request Council to allocate a budget to complete the works.

BACKGROUND

The upgrading of Vuyo Charles Stadium started in the 2012/2013 financial year with the project being registered for MIG funding under the project name Matjhabeng: Thabong (Thabong stadium, Zuka Baloi, Kopano Indoor Centre) Upgrading of sports and recreational facilities Phase 3.

Phase one of the Thabong (Vuyo Charles Stadium) commenced in the 2013/14 financial year and was completed in the 2014/15 financial year. Phase one of the project entailed construction of a boundary wall, storm water drainage and the platform for the pavilion.

On the 15th of October 2014 Khato Consulting Engineers were invited to the Mayoral Committee meeting to come and present a 30 000 seater facility which included VIP suites and a Media box. The Mayoral Committee then resolved that additional MIG funding be applied for, in order to complete the facility.

- *** Kindly see the attached resolution **on page 132 to page 150 of the Annexures.**

Phase two of the project commenced in the 2016/17 financial year and was recently completed on the 30th July 2017. The scope of works included construction of a guard house and ticket office, a paved parking area, one pavilion complete with offices, ablution facilities, storage facilities and change rooms. The scope of works also included a grass pitch and athletic track with subsoil drainage and irrigation system. The pavilion currently seats 1200 spectators.

DISCUSSIONS

Community Services met with the Local Sports Council on the 7th November 2017 and agreed on the facilities that are required for the sporting codes in Thabong. Phase three of the project entails the construction of new basketball and netball courts, construction of new volleyball and tennis courts, construction of additional spectator seating for spectators for the courts side matches, installation of lights around the courts and paving. Extending the boundary wall and installing an entrance gate and the construction of new five aside grass pitch and irrigation system and lighting.

For phase three the Municipality has applied for a portion of the R300 million National Sports Grant. The sports grant however only fund two projects per province as is limited to R15million per project. Municipality has not yet received the outcome of the application.

Currently the stadium offers limited facilities and it will be advantageous to construct additional seating accommodate more spectators and also to upgrade the stadium to Club/League level.

The proposed complete scope includes internal fencing, new pavilion with VIP suites and a media box, paved VIP parking area with a boom gate, landscaping, construction of braai areas, big screens and a 6 (six) lane tartan athletics track.

It must be noted that Phase 3 of the project is in the current IDP however the budget does not cover the additional scope for the stadium to be at Club/League level.

FINANCIAL IMPLICATION

Estimated cost for Phase 3 is	R 14 997 559,83
The estimated cost of the final scope is	<u>R 62 729 501.59</u>
Total to complete	<u>R 76 727 061.42</u>

POLICY POSITION

The Municipal Systems Act.

LEGAL IMPLICATION

- As per Section 19 of the Municipal Finance Management Act 56 of 2003, as follows;

Capital projects

- (1) A municipality may spend money on a capital project only if-
 - (a) the money for the project, excluding the cost of feasibility studies conducted by or on behalf of the municipality, has been appropriated in the capital budget referred to in section 17(2);
 - (b) the project, including the total cost, has been approved by the council;
 - (c) section 33 has been complied with, to the extent that that section may be applicable to the project; and
 - (d) the sources of funding have been considered, are available and have not been committed for other purposes.
- (2) Before approving a capital project in terms of subsection (1)(b), the council of a municipality must consider-
 - (a) the projected cost covering all financial years until the project is operational;
And
 - (b) the future operational costs and revenue on the project, including municipal tax and tariff implications.
- (3) A municipal council may in terms of subsection (1)(b) approve capital projects below a prescribed value either individually or as part of a consolidated capital programme.

- As per Section 29 of the Municipal Finance Management Act 56 of 2003, as follows;

Unforeseen and unavoidable expenditure.—

- (1) The mayor of a municipality may in emergency or other exceptional circumstance authorise unforeseeable and unavoidable expenditure for which no provision was made in an approved budget.

- (2) Any such expenditure—
 - (a) must be in accordance with any framework that may be prescribed;
 - (b) may not exceed a prescribed percentage of the approved annual budget;
 - (c) must be reported by the mayor to the municipal council at its next meeting; and
 - (d) must be appropriated in an adjustments budget.
- (3) If such adjustments budget is not passed within 60 days after the expenditure was incurred the expenditure is unauthorized and section 32 applies.

RECOMMENDATIONS

- 1. That the report be noted.
- 2. It is recommended that the additional estimated allocation of **R 76 727 061.42** be approved for the successful implementation of the project.

A22 of 2018

REPORT ON THE POSSIBILITY OF GRANTING LONG TERM LEASE TO CGOC FOR MANAGEMENT OF WELKOM AIRPORT (EXECUTIVE MAYOR) (10/5/6)

PURPOSE OF REPORT

To solicit the approval of Council for the long term lease with CGOC Aviation.

BACKGROUND AND DISCUSSION

The CGOC Aviation has made an application and presentations to the Land & Spatial Planning Section 80 Portfolio Committee and Mayoral Committee.

The Mayoral Committee then referred the presentation to the Executive Management for further engagement and the Executive Management has resolved as follows:

- That the presentation **BE NOTED**.
- That the municipality **WOULD CONTACT** CGOC Aviation for any further enquiries.

Mayoral Committee of 22 March 2017 resolved that:

1. The Acting Executive Director LED,P&HS, Me. Mothekhe **SHOULD ARRANGE** a meeting between Mr. Somhlahlo, the Acting Municipal Manager and herself to deal with the matter.
2. That the Acting Municipal Manager, Mr. ET Tsoaeli **SHOULD SUBMIT** a report to the Mayoral Committee on the outcome of the meeting.

Further, a meeting was scheduled to clarify outstanding issues on the 9th May 2017 and it was resolved that the matter be prepared for Mayoral Committee.

Progress

A meeting was duly convened between the Executive Director and the company in question and issues of long term lease and anticipated economic spin-offs were deliberated on. The strategies to be implored on, as contained in a document to be distributed in a meeting, were also clarified.

Subsequently an item was submitted to Council and it was deferred back on the 30th May 2017 as the lease agreement was not attached.

- *** The item is now re-submitted for the consideration and the **long term lease is attached on page 151 to page 165 of the Annexures**.

A. Location

The current airport is situated on a portion of the Farm Theronia 71.

B. SUPPORT FOR THE ECONOMIC ACTIVITY

In terms of the contribution it can make towards the diversification and growth of the local economy the application of CGOC Aviation is strongly supported and it will be a financial relief to the municipality.

It is advisable that the potential of the airport by means of maximum utilisation of the land must be encouraged and explored in order to attract investment.

- Total area required for buildings, outside areas etc.
- Proposed layout plans of new developments
- Importance of access to both the airport runway (i.e. Gravel and surfaced)
- Potential use of the airport runway and other facilities.
- Requirements regarding municipal services with special reference to electricity and water demand.

The Development of the Aviation school in Welkom, has various economic spin offs where youth would be trained as pilots as opposed to having to go to other Provinces in order to obtain that training. A market has been identified and is being tapped into, in response to radical economic transformation. Additionally, there are various job creation opportunities ranging from air traffic controllers, aircraft mechanics, security and maintenance services etc.

LEGAL AND POLICY IMPLICATIONS

1. Regulations and Legislations related to Aviation Authority,
2. Municipal Finance Management Act, Act 56 of 2003,
3. Supply Chain Management Policy

FINANCIAL IMPLICATIONS

There will be no costs from the Municipality however the Municipality will benefit as the asset will be utilised to the maximum and the old from the lease agreements will be reviewed in accordance with market related values.

COMMENTS FROM OTHER DEPARTMENTS

LEGAL SERVICES

All lease agreements must be reviewed with the intention of arriving at market related prices.

RECOMMENDATIONS

1. That Council approves the long term lease and Management of the asset by CGOC Aviation.
2. That the Management and Lease Agreement for the duration of 9 years and 11 months be concluded with CGOC Aviation.
3. The Municipal Manager be authorised to conclude the lease agreement with CGOC Aviation.

MATJHABENG MUNICIPALITY

ANNEXURES

of the

**1ST ORDINARY COUNCIL MEETING
FOR THE YEAR 2018**

convened for

WEDNESDAY, 31 JANUARY 2017

at

15h00

at the

**COUNCIL CHAMBERS, CIVIC CENTRE,
WELKOM**



ANNEXURE

MEETING : ADHOC COMMITTEE ON BREACH OF CODE OF CONDUCT

DATE : FRIDAY 17 NOVEMBER 2017

TIME : 10:00

VENUE : ROOM 302, 3RD FLOOR, PROCOR BUILDING, WELKOM

REPORT ON THE FINDINGS OF THE AD-HOC COMMITTEE ON THE ALLEGATION OF BREACH OF CODE OF CONDUCT BY CLLR V MORRIS

1. INTRODUCTION

The Ad-hoc Committee on the Allegation of Breach of Code of Conduct by Cllr Morris was established by Council on 31 May 2017 in response to the complaint tabled by Cllr Botha about an alleged corruption and soliciting of bribe by Councillor Vicky Morris.

For more details on the correspondence between the Speaker and Cllr Morris, see attached copy on page 130 to 131 of the Confidential Annexures.

The Committee consists of the following members:

COUNCILLORS

Cllr TJ Mosia - Chairperson

- Cllr SJ Liphoko
- Cllr HS Badenhorst
- Cllr TJ Mosia
- Cllr KSV Moipatle
- Cllr SDM Taljaard

OFFICIALS

- | | |
|---|--|
| <ul style="list-style-type: none"> • Mr. L Rubulana • Mr. B Golele • Mr. M Atolo | <ul style="list-style-type: none"> - Senior Manager: Speaker's Office - Legal Advisor - Senior Manager: Council Administration (Scribe) |
|---|--|

2. MANDATE OF THE AD-HOC COMMITTEE

The primary mandate of the Ad-hoc Committee was to investigate the allegations on Breach of Code of Conduct by Cllr V Morris in line with Rule 100 (7) (c) of Matjhabeng Standard Rules and Orders and had to conclude its investigation within 21 days after their appointment in line with (Rule 102(3) of Matjhabeng Standard Rules and Orders.

It derived its mandate from the Council Resolution which read:

- *That Council APPOINTS a Committee of five (5) members comprising of Cllr SJ Liphoko, Cllr HS Badenhorst, Cllr TJ Mosia, Cllr KSV Moipatle and Cllr SDM Taljaard which will further investigate the matter in line with Rule 100 (7) (c)*
- *That the Committee must BE CHAIRED by Cllr TJ Mosia*
- *That the Committee will have TO CONCLUDED its investigation within 21 days after their appointment in line with Rule 102 (3)*

3. PROCESS OF INVESTIGATION

3.1 EVIDENCE COLLECTED

As part of collecting evidence, the Ad-hoc Committee met on the following dates:

- 7 June 2017
- 20 July 2017
- 10 August 2017
- 14 August 2017
- 6 September 2017
- 11 September 2017
- 13 September 2017
- 20 September 2017
- 17 November 2017

The following witnesses were called to testify:

- Cllr PF Botha
- Mr. Marius Barnardt
- Mr. Marius Barnardt's Daughter: Natasha
- Mr. J Blom – could not testify because of ill-health
- Mr. Z Mabaso
- Cllr VR Morris
- Mr. Thabang Lempe

It should be noted that the proceedings of the Committee were delayed following debate on the tabling of the matter by Cllr Botha on DA letter-heads. The matter was resolved after the intervention of the Speaker and the matter was tabled without the DA letter-heads. The delay resulted into the expiry of 21 days without the investigation having been concluded. The proceedings had to be halted pending the extension which was subsequently granted by the Council during the meeting that was held on 30 August 2017 underpinned by the following Resolution:

1. *That Council TAKES NOTE of the report*
2. *That Council APPROVES the extension of the Investigation Committee's 21 days-mandate*
3. *That the Investigation Committee MUST COMPLETE their investigation within 21 days, calculated from the 31st of August 2017*
4. *That Council MANDATES the Municipal Manager to allocate the reasonable necessary resources in order for the appointed Committee to fulfil its mandate.*
5. *That the sentence of the Item background should BE CORRECTED to read as follows:*

"Cllr PF Botha has also lodged a complaint for alleged breach of conduct by Councillor Vicky Morris dated 1 February 2017."

3.1.1 TESTIMONY OF CLLR PF BOTHA: 20 JULY 2017 AND 10 AUGUST 2017

In his testimony, Cllr Botha took the members through the letter he wrote to the Speaker in response to having obtained an Affidavit that was made by Mr. Barnardt.

For more details, see attached copies **on page 132 to page 134 of the Confidential Annexures**.

The testimony was followed by the Video Clip of the conversation between Mr. Barnard and Cllr. Morris.

For more details, see translated version of the 1st video clip **attached on page 138 to 141 of the Confidential Annexures**.

During cross-examination, Cllr Botha indicated that on 2 February 2017, a member of the public (who he was not prepared to divulge) visited his office and complained about the conduct of Cllr Morris. In trying to establish evidence from the complainant, the member of the public forwarded the video clip to Cllr Botha's phone which he, in turn, forwarded to the Speaker as part of evidence in his complaint.

In response to the Chairperson's invitation to comment on the contents of the video clip, Cllr Morris indicated that the person purported to him, is not him.

3.1.2 TESTIMONY OF MR. MARIUS BARNADT: 6, 11 AND 13 SEPTEMBER 2017

He was at Welkom Club with Everite when he received a phone call from Cllr Morris. In their conversation, Cllr Morris wanted to establish if Mr. Barnadt is the person who had been given a tender for the upgrading of lights at Bronville Stadium.

He further indicated that Cllr Morris made a request for assistance of R30 000.00 for a community project. After having replied that he did not have that money because he had not yet been paid by Matjhabeng Municipality for the previous project undertaken, Cllr Morris subsequently requested for a personal loan of R10 000.00.

Cllr Morris promised to assist him by getting him more tenders.

They later met next to Pick n Pay where he was with his daughter in his bakkie. He paid an amount of R10 000 on the understanding that Cllr Morris would refund him.

During the payment of R10 000, his daughter who he had instructed earlier, secretly took a video clip of the conversation. He indicated that he had arranged for the video clip to be taken as evidence, should Cllr Morris refuse to refund him.

When he realized that the promise to be given more tenders was not fulfilled, he wanted his money back – to which Cllr Morris indicated that he was not prepared even if he could go to the police.

It was at this point that he complained to a number of people including to the police and the Speaker about Cllr Morris' refusal to refund his money that he divulged the contents of the video clip to various people, that the video clip went viral. He stressed that he did not know who made it viral.

After the video clip had become viral, he experienced a lot of pressure from the police, Thabang Lempe who claimed to be from the Premier's Office and cancellation of her daughter's bursary by Lejweleputswa District Municipality.

A second video clip was done after Cllr Morris, through the latter's Lawyer, refunded him the amount of R10 000 and in the presence of Thabang Lempe. In the video clip, he indicates that everything is settled with Cllr Morris.

For more details, see translated version of the 2nd video clip **attached on page 142 of the Confidential Annexures**.

3.1.3 TESTIMONY OF MR Z MABASO: 11 SEPTEMBER 2017

In his testimony, Mr. Mabaso who was acting as a Senior Manager: Electrical Services at that time, confirmed that Mr. Barnardt brought a quotation for high mast light. He, subsequently made a Submission to the Supply Chain Management Section for further processing.

During cross-examination, he conceded that Mr. Barnadt gave him the quotation in the presence of Cllr Morris but however he was not influenced by the latter to award the tender to Mr. Barnadt. He further conceded that, indeed there was shortage of high mast lights in Bronville at that time and that Mr. Barnardt installed high mast lights in Bronville in the past. On the question of changing the contents of the quotation, Mr. Barnadt indicated that the change was the mention of Thabong instead of Bronville. Mr. Mabaso concluded his cross-examination by indicating that he has no clue whether Mr. Barnardt was awarded that tender or not by the Supply Management Unit.

3.1.4 TESTIMONY OF MR. BARNARDT'S DAUGHTER: NATASHA: 13 SEPTEMBER 2017

In her testimony, Natasha Barnardt indicated that it was after school that her father requested her to accompany him on a business meeting. He requested her to record the discussions. They met Cllr Morris near Pick n Pay.

During cross-examination, she indicated that she took a video recording of the discussions as evidence of monetary exchange between her father and Cllr Morris, as instructed earlier by her father.

3.1.5 TESTIMONY OF THABANG LEMPE: 13 SEPTEMBER 2017

In his testimony, Mr. Thabang Lempe indicated that he has known Cllr Morris over a period of 20 years. When he heard that his name was circulated negatively in the social media, he approached him on one Sunday morning. After having heard his side of the story, he felt that they should approach Mr. Barnadt who he knew.

During their discussion, he learnt that Cllr Morris had repaid his debt to Mr. Barnadt.

At the conclusion of their session, they went outside Mr. Barnadt's house where a video clip was taken, showing that Mr. Barnadt was happy with the settlement.

During cross-examination, Mr. Lempe conceded that:

- he knew Mr. Barnadt during his intervention in his daughter's bursary cancellation saga.
- He is indeed working in the Premier's Office but did not go to see Mr. Barnardt in that capacity

3.1.6 TESTIMONY OF CLLR MORRIS: 13 SEPTEMBER 2017

It should be noted that Cllr Morris was afforded an opportunity to sit during testimony of all the witnesses.

In his brief testimony, he indicated that he does not have anything to add to the 2nd video clip which was recorded at Mr. Barnardt's house. Despite persuasion to comment on the various testimonies given by other witnesses, he stuck to his decision.

4. FINDINGS

It should be noted that there was no consensus among the Ad-hoc Committee members on the findings.

One view indicated that:

- The facts speak for themselves that Cllr Morris solicited bribe from Mr. Barnardt in return to obtaining tenders in the future.
- Cllr Morris identified himself during the telephonic discussion in the video clip
- The evidence of Mr. Mabaso corroborate the fact that, indeed, Cllr Morris came with Mr. Barnadt to his office
- Mr. Barnadt's daughter, Natasha indicated that Cllr Morris was with them in the car at the time of her secret recording of the conversation

- He accepted money from Mr. Barnadt?
- The money was meant to obtain work from Mathjabeng?
- In the event that all questions are answered in the affirmative, it should be found in the balance of probabilities that Cllr Morris solicited a bribe from Mr. Barnadt and thereby breaching the Code of Conduct for Councillors

The other view indicated that:

- Mr. Barnardt was an unreliable witness in the sense that, earlier he indicated that the amount of R10 000 that he gave Cllr Morris was a refundable loan.
- He took the action that he did after Cllr Morris reneged on repaying his loan
- However, once the loan was paid through Cllr Morris' lawyers, he was happy – as illustrated in the 2nd Video Clip
- The question of soliciting bribe arose when one of the Ad-hoc Members asked Mr. Barnardt and his daughter, Natasha a leading question, citing the Code of Conduct of Councillors that they conceded that, indeed it was an act of soliciting bribe.
- The sudden change of Mr. Barnadt's testimony (from a refundable loan to soliciting a bribe) took Members by surprise

The meeting was concluded on the understanding that the Ad-hoc Committee could not come to a conclusive finding, leaving the matter to Council to finalise.

It should be noted that Cllr Badenhorst gave a notice that he would be tabling a letter to the Chairperson indicating that the notion that the Ad-hoc Committee could not come to a conclusive finding, is irrational.

For more details about Cllr Badenhorst's letter, see attached copy on page 1 of the Annexures.



CLLR TJ MOSIA
Chairperson
28 November 2017

MATJHABENG

Municipality
Umasipala

PO Box 708
WELKOM
9460



Mmasepala
Munisipaliteit

Tel: (057) 391 3238
Fax: 086 536 0696
mapitsos@matjhabeng.co.za

OFFICE OF THE SPEAKER

Per Hand

To: Cllr V Morris
From: The Speaker
Date: 17 February 2017

COMPLAINT AGAINST YOURSELF: DA AND MR M BARNARDT

The above matter has reference.

Kindly be informed that my office has received a complaint against yourself for alleged breach of the code of conduct as stipulated under schedule 1 of the Municipal Systems Act, no32 of 2000.

Kindly be informed further that I am enjoined by Rule 99 (2) (b) of the Standard Rules and Orders as amended to provide you with an opportunity to respond to the allegations leveled against yourself.

A copy of the complaint from the Democratic Alliance (DA) and Mr. M Barnardt is attached hereto for your attention.

You are therefore requested to respond to the allegations against your good self within 14 working days from the date of receipt of this letter. I further bring to your attention that Rule 99(5) provides that "if a councilor or traditional healer fails to respond to the allegations within 14 days after having been invited by the speaker to do so, the speaker may submit his report or her report without such comment".

BHEKE STOFILI
SPEAKER



"Breaking down barriers against HIV/AIDS by restoring the dignity of the affected and infected"

To : The Speaker
 Attention : The Speaker
 Subject : MY RESPOND TO ALLEGED COMPLAINT MADE BY DA CLLR P. BOTHA
 From : Cllr Victor Morris
 Date : 23 March 2017

Revolutionary greeting

I would like to respond on the matter of COPLAINT AGAINST MYSELF AND DA Mr. M BARNARDT dated 17th February 2017.

I am willing to respond to this allegation in Council against me.

I have also send Video Recording to the Speaker whereby the complainant (DA) on the matter between myself and Mr. Marius Barnardt to clarify this matter

I would also like to inform you that Mr. Marius Barnardt is willing to come and testify in Council regarding this matter as well, if possible.

The Recorded Video to testify what Mr. M Barnrdt said is as follows: "the video that I made it's my personal Video, it has nothing to do with anybody. The issue between me and the Cllr is been sorted out. There is no problem and this Video is my personal Video which I made with somebody else. That's the end of my story".

I thank you


 CLLR VICTOR MORRIS
 MMC: Public Safety & Transport
 Cell: 073 832 0805/073 030 0235
 Room: 103 Public Safety & Transport Building
 Email: victor.morris@matjhabeng.co.za



7 February 2017

The Speaker
 Matjhabeng Local Municipality
 PO Box 708
 WELKOM 9460

PRIVATE AND CONFIDENTIAL

By Hand.

Dear Speaker,
COUNCILLOR VICKY MORRIS

I am in possession of video recording of some interaction between a certain Marius who is wearing a jacket depicting the name of Enviro Blasting Services and Councillor Vicky Morris in the motor vehicle of Marius. The exact date of this recording is currently unknown as I am awaiting some more information.

During the conversation between Marius and Cllr Morris it is evident that it has to do with the upgrade of the Bronville Stadium. This conversation deals mainly with the electrical installation/revamp of the stadium lights. During the meeting it is evident that Cllr Morris promises Marius that he will definitely get the job of the electrical installation/revamp. Amounts of between R500 000 up to R1.9 million are mentioned. He *inter alia* goes as far as to say that Marius will get the job and that he, Cllr Morris will not drop Marius. Cllr Morris also says that he does not work with Coloured people in Bronville. He promises that Marius will be the sub-contractor. Marius is also promised that he will get an even bigger contract later on.

At ± 5:53 to 5:56 Marius shows a number of R100 notes to the camera. At about 6:48/6:49/6:50 of the same recording this large amount of money (R100 notes) are handed to Cllr Morris and he takes it. It is unfortunately not clear from the video what he does with the money.

What is quite clear from the video is that Cllr Morris is the person in the car with Marius and Marius' daughter as at a certain point (about 1:00 and at 1:06 & 1:10) Cllr Morris answers his cell phone and identifies himself as "Vicky Morris" and then twice after that as Cllr Morris.

A disturbing fact is that a Councillor is prohibited from interfering in tenders and tender processes yet it seems that it is an open secret that Cllr Morris interferes in tenders and "grants" tenders as he pleases. At the same time he takes bribes from would be contractors, as he did in the video.

In terms of the Code of Conduct of Councillors, Systems Act (32 of 2000) Schedule 1 sect 6:-

- (1) "A councillor may not use the position or privileges of a councillor, or confidential information obtained as councillor, for private gain or to improperly benefit another person. [my underlining]
- (4) No councillor may be a party to or beneficiary under a contract for the provision of goods and services to any municipality or any municipal entity established by a municipality"

In sect 11 of the Code of Conduct for Councillors it is stipulated as follows:-
A councillor may not, except as provided by law-

- (a)
- (b).....
- (c)....
- (d) encourage or participate in any conduct which would cause or contribute to maladministration in the council"

In section 2 of Schedule 1 , General conduct of Councillors, of the Code of Conduct for Councillors it says as follows:-

A councillor must-

- (a)....
- (b) at all times act in the best interest of the municipality and in such a way that the credibility and integrity of the municipality are not compromised"

In terms of the MFMA sect 117 a Councillor is barred from serving or even attending tender adjudication committee meetings. In sect 118 it says "No person may---

- (a) interfere with the supply chain management system of a municipality or municipal entity; or
- (b)....

I am not saying that Cllr Morris interfered in the supply chain procedures BUT he purported that he could influence the awarding of the tender and even accepted an amount of money to facilitate this.

This is gross misconduct on Cllr Morris' side and needs your urgent action please.

With this I am laying an official complaint against Cllr Morris for gross misconduct, and accepting bribes to facilitate the awarding of a tender to a specific person namely Marius and his company (subcontracting).

In terms of section 13 of Schedule 1, Code of Conduct for Councillors, of the Systems Act, 32 of 2000 it is your duty as Chairperson of the municipal Council to comply with this section by investigating the breach/complaint.

I am willing to meet with you to give you the jist of the breach as I have it on a recording. The recording is about 8+ minutes long and a rather large file (818.30mb). I will also have a written report of what transpired and will also hand that to you.

I am also considering laying a criminal case for fraud, corruption and money laundering against Cllr Morris and also reporting this matter to the Public Protectors Office for investigation.

Your urgent reply will be highly appreciated,
Regards,

Cllr Piet Botha

STATEMENT MARIUS BARNARDT V/S VICKY MORRIS

1

I MARIUS BARNARDT ID 640410 5047 08 6 was approached by Municipal Councillor Vicky Morris misled and he miss-represented the municipality by falsely promises to get contracts awarded to me if I help him with R20 000.00.

2

Vicky Morris phoned me one day and asked if it was me that gave a quote to the municipality to fix the high mask lights at Bronville Stadium. Quotation was for R527 696.15.

3

Vicky Morris arranged a meeting with me at Welkom Club. This is Everite Matebesi's Pub. He knows what Vicky Morris looks like, I didn't. We met the afternoon after 12pm. I had to get the kids from school at 1:30. Vicky Morris then asked me to if I recognised the quotation I gave to Maria. Yes it's my quotation. Vicky Morris asked me for R20000.00 for his boss and the person that will help me get the work. I told him I do not have that kind of money. Then Vicky Morris told me he will get somebody else to do the work if I do not give him the money. I told him I do not bribe people to get work. I told him the municipality owns me money R29 000.00 and I will only have R10 000.00 to pay for my house and business expenses. He said it's for the help in the community, funeral expenses, and old people needs food.

4

Vicky Morris then ask for R10 000.00 (ten thousand rand). My reply was I don't the money. He said if I don't help he will get somebody else to do the work it's his constituent he will get who he pleases to do the jobs for him. Only those who help him will get jobs from the municipality. He will make sure of it. One thing he wanted is that all labourers will have to come from Bronville.

5

I told him I did high mask lights in Phomolong and I was waiting for R29000.00 to be paid. It was a Wednesday and I said I will see if I can get the municipality to pay. On Friday he phoned and asked if I was paid. I was not. He told me to meet him at the main building; he will get them to pay me. We went to a female's office that he knows and she helped with the payment. The person that normally pays was informed to release the funds. They did the payment. All I had to do is waiting for the funds to be in my bank. Now he wants his R10 000.00.

6

When he phoned me to find out if I got the money, I said yes? He wants to know when he's getting his R10 000.00. I told him to meet me at Pick n Pay parking at ABSA side. I waited for him. He told



me that he can, with his boss, get me the work and he will make sure nobody else does the work. It's his backyard and he decides how things are done there.

7

I was a bit scared, bribing is not my way of doing things but he made me understand there is lots more work that he will give to me: This helping him with money seems to me like bribing.

8

My oldest daughter was with me at the time that we meet Vicky Morris in the parking at Pick 'n Pay where I withdrew R10 000.00 from ABSA. I told my daughter I am not happy with having no proof. She showed me her cell phone and said we'll make a video or recording. Proof is the voice and name of the person. She got everything ready and started with the recording when Vicky Morris got into the back of my double cab.

9

The cell phone was recording and I handed over the money and told him I have doubts about giving him the money because I am in trouble myself and the money is needed to pay my house and the school fees. Then he said "Vicky Morris gives his word that the money I have given him is proof of his commitment to give me the work and extra work in Bronville. It his constitute and he will give me his word as Vicky Morris to give me the work of the municipality. My daughter is witness to the money exchange hands.

10

He will phone me when the contractor is appointed. Then he Vicky Morris will make sure he introduces me to him. This happened and he introduced us. The owner of Poloko Traiding 634 cc.

11

Then I had to give him quotations to do the lights inside the stadium. We will start with that first. The Electrical engineer contacted me to forward the plans. This will indicate what was needed to do the quotation on specs and it is what they recommend and that's what will be used. My quotation is R142 500.00. The quote was given to Poloko Traiding 634 cc.

12

The Monday that the work was supposed to start we phoned Vicky Morris about 50 times. He was supposed to inform the contractor I was appointed to do the work. I phone his office they got hold of him and he never showed up at the site. After that I tried daily, hourly, even his friends his family. Nil, no answer. Then the electrical engineer told Poloko Traiding 634 cc to continue with the contractor they said. He did the work for half my quote. I was told by the owner of Poloko Trading if Vicky Morris was there the work will be given to me but he Vicky Morris must tell him.



13

I got hold of Vicky Morris after 6 months at the Ferdie Mayer hall. He again promised me work. We had an argument about all the work that I was supposed to get and did not get and I asked my money back. He promised me more work from the municipality. High mask lights in Bronville. All of the high mask lights in Bronville that needed repairs.

14

Vicky Morris phoned me on a Sunday to arrange with me to meet Jan Blom at his office in the Protea building. We met. Jan Blom was given two quotations to do high mask lights in Bronville. Vicky Morris falsely promised me the work again. Quotation nr 5181 -R65 504.00 and quotation 5182 - R74 582.00.

15

Vicky phoned me to meet him at Mabaso's office. The city electrical department's manager. The same quotations that was presented to Jan Blom, was given to Mabaso. He made changes and asked me to give him two new quotations and he will phone me to start the work. The price on these quotations 5181 - R53 504.00 and quotation 5182 - R62 582.00 Vicky told him to give me the work and left. The work was done by somebody else and not by me. I am still waiting.

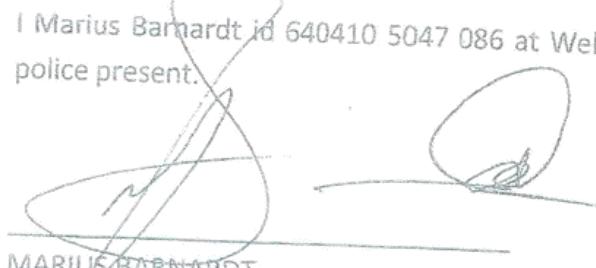
16

I Marius Barnardt, ID 640410 5047 086 therefore ask the police to arrest this man on falsely representing the municipal counsel to give me work and bribing me for R10000.00. I need the police assistance to capture this man and bring him to justice. I understand I am not the only person this Municipality councilman has bribed form money and they are all scared of his threats. I am now also in danger because he threatens to do bad things to me if I continue with this matter. I went to the speaker's office and asked for help. Their recommendation was to lay a charge against him.

FALSELY PROMISING ME WITH WORK FROM THE MUNICIPALITY WHERE TO HE HAS NO AUTHORITY.
AND STEELING R10 000.00.

This statement is the truth as to the events that took place in my eyes.

I Marius Barnardt id 640410 5047 086 at Welkom in full mind sign this statement in front of the police present.



MARIUS BARNARDT

You are busy allover. Where are you busy?

Riebeeckstad, Welkom

How are you?

Good and you?

All right thanks.

Hallo hallo you all

Listen here, I am a difficult guy nê [yes]. Are you sure I am going to get the job?

Inaudible.

No, no serious.... Let me... It's not going well ... With me... it's not financially what it always should be like and if

Let me promise you one thing ... you know when we speak of the main contractor You can still doubt ... but Council appoints the subcontract on any contract so you don't have to worry I can give you my word. my

Something else I also would like to discuss with you is what was the price ... what we have... what you have on a thing.

Phone ringing.

Councilor Morris yes.

Yes.

Councilor Morris hello.

I am alright, yourself.

Yes Mr Mana

Yes.

Yes,

Yes.

Yes.

Uhm uhm jo

I'm not in my office.

Please do not Quinten at the office.

What is the problem.

Ok.

Call Quinten just call Quinten. Let me give you his number.

078 167 4650.

Quinten.

Yes, yes, just call him my PA. He'll be those people, I'm just doing something. He will only give those people the message. It will be correct, we will just wait for the director's letter.

Thank you boss Dan.

Thank you Boeta go well. Bye bye.

Apologies.

Hmm because the quote I did was R560.

Yes but see what's going to happen now ... see it's a R10 million project. It was basically ... that quote was just for the lights I think just for the Apollo lights outside but all the lights inside and outside should now be done so I think more or less it could be almost a R1.3 R1.4 million project. Because it's the whole stadium that (inaudible). I promise now you .. Look... uh... subcontractors... there is nobody else... I appoint the subcontractor... I am even going to appoint for the plumbing whoever because they have to make use of the people we as councilors give to them. You do not have to worry about it. I promise you ...

Okay, then I'm satisfied.

I promise you.

And then what I'm going to do .. the guys that I .. because I have one guy I'm going to appoint as supervisor over the guys who will dig the holes uhm they are the guys that live around there...

Yes.

... I want to use then to dig the holes as they were and it is what I also want.

But see you are now ... (Overlapping each other). What we are going to use is... you use the local labor and that is that. I will give you the guys what I will do We have 7 units in Bronville .. what I will do is going to each unit Mandela Park, Extension 15 old Bronville and tell them you're looking for 6 people to dig the holes.. Then I take one-one that everyone ... you know you understand? [Okay fine]

What I usually do is I call a meeting... we take all the identity books and throw it in a box and let a small child draw I do not want the people to say the councilor has appointed any one. It must be transparent, but I can promise you now. Marius there's nothing to worry about. If the contract comes out you are going to do the lighting nobody else can do it... I will appoint myself. I promise you one and you can.... you can shoot me.

Laughter.

You can me ... and But Marius, as I told you You told me I know but talk with me. Look how quickly I helped you with the water

It's true.

It is about who you know [true, true] ... I helped you so quickly.... I will not drop you [I'm glad] you do not have to worry.

Hmmm so the quote ... mmm ... with the price it Do we have to submit it again ...

No no see what's going on is that the contractor is appointed and he will tell me listen counsellor I need someone to do the lights for me and whoever.. and the main contractor he will say to you, listen according to the tender, there may be R1.8 R1.9 for the lighting .. and then he subcontracts to the subcontractor. You do not have to stress. It's going to be much more than R560 000... it's going to be much more than that R560 000. I am.... listen ... Marius I'm not going to drop you. I say this in front of your daughter. You can take my word. I am people ... I work with people ... but ... colored people in our community... (inaudible) ... I do not want to work with Bushmen.

Laughter.

With ...what's his name Nico I will use the lights anyway. Those other two guys are very angry with me because I'm not sharing the money with them. You must ask him they are very angry [yes ok] ... unfortunately I have to ask Nico to pay him tomorrow but I hope he will not have a problem. Those guys are very angry with me when I said to them there is a bigger project on its way and that I will be using them... hmm... what and ... and let me ... I used one motor of them ... the other contractor gives them R7 000 each [sjoet] to use that thing in a day. Does it make sense for you? That machine is not worth R14 000. So I do not know if they are..... [inaudible & overlapping] Because I gave them each R2000.... I got a deal of R4000 ... I used 2 and a half for me for tires, I only took R1 500. That's why I'm telling you

No listen here Marius there is nothing to worry about. If the contract comes out the main contractor will call me as the councilor saying he is looking for this or that ... you will do the sub you do not have to stress about it.

Ok.

So you think it's when ... the month or next month?

It will be next month. I think the contractor will be next week like I told you maybe next week the contractor will be appointed for the It is money of the previous financial year so we cannot transfer that money to the new in the new financial year. So there is some pressure but I'll keep you posted, I'll keep you posted, you'll know. All right?

That's cool. Thank you very much.

All right. But do not stress. There's nothing to worry about I promise you

Because it's true ... she has to go to university... she must now ... next year ... I should have already paid when I am now

No listen here, let you go let you go. You will be sorted out. Here's a big project. You will get it. You do not have to worry. Where does she go? Free State University?

No, Potch.

Potch oh okay.

Marius thanks. Listen here, you must have peace of mind now. Nothing is going to go wrong. I promise you .

Where is my key?

Oh thank you.

Ok go well enjoyable weekend. Bye bye

Cllr Morris: Um-um

Mr Barnard: Ok...

Mr. Barnard:

The video I have made is my private video that is no else's business.

It is a matter between him and me that has been resolved and there are not any problems.

The video is my personal video that I have made with someone else. End of story.

Cllr Morris laughs.

Mr. Barnard: You laugh..... (Video ends and cuts Mr Barnard off)

**MUNICIPALITY
UMASIPALA**
ROMA BADENHORST ATTORNEYS
15 Union Street
Virginia
9430



MATJHABENG

**MASEPALA
MUNISIPALITEIT**
Tel: (057) 212 3965
Cell: 072 4146 460
Fax: (057) 212 3182
E-mail: steyn@romab.co.za

Raadslid/Councillor HS BADENHORST

21 November 2017

FOR ATT:

**CLLR. MOSIA
THE CHAIRPERSON
BREACH OF CODE OF CONDUCT AD-HOC COMMITTEE - CLLR. V MORRIS**

Dear Sir

FORMAL OBJECTIONS IN TERMS OF THE STANDARD RULES AND ORDERS

I refer to the abovementioned matter and the meeting held on 17 November 2017.

I file these objections pursuant to my submissions on the said date at the said meeting.

These objections are made pursuant to the finding of the ad-hoc committee that the investigation of the conduct of Cllr. Morris is inconclusive.

I herewith make the following objections:

1. I submit that the finding of the ad-hoc committee was irrational on the grounds as set out hereunder.
2. The ad-hoc committee was requested by myself to make findings on a balance of probabilities to the following extent:
 - 2.1. Whether Cllr. Morris was in the vehicle with Mr. Barnard and his daughter Natasha?



- 2.2. Whether Cllr. Morris did indeed receive money from Cllr. Morris?;
 - 2.3. Whether the money was given and received with the intent to solicit work from Matjhabeng?
3. I further submitted that in the event that the questions posed in paragraphs 2.1. to 2.3. are answered in the affirmative, that it should be found on a balance of probabilities that Cllr. Morris indeed accepted a bribe from Mr. Barnard.
4. My request and submissions as set out in paragraphs 2 and 3 were ignored by the ad-hoc committee and no reasons were provided there for and no discussion was held pertaining to my request.
5. I further submit that considering the evidence of Natasha Barnard that all the questions posed in paragraph 2 to 3, would be answered in the affirmative.
6. It is my view that the committee did not consider the evidence obtained correctly and there for came to the wrong conclusion(s);
7. The committee did not reasonably appreciate, alternatively understand, the onus of proof required for purposes of making findings and as such came to the wrong finding(s), alternatively conclusion(s);
8. Cllr. Morris failed to avail himself for the investigation and for cross-examination. I requested the committee to draw a negative inference from this conduct, which it failed to do;
9. I do not associate myself with the findings of the ad-hoc committee and am of opinion that the committee failed its mandate to the Council and to the public;
10. It is my view that Council should set aside the findings of the ad-hoc committee and reinvestigate the matter.



Kindly take notice that in terms of Section 13(1)(c) of Schedule 1 of the Local Government: Municipal Systems Act this item is open to the public in Council and should not be placed on the agenda as a confidential item.

Yours faithfully,

Cllr. MS BADENHORST
Councillor Ward 9 - Virginia
Email: junett@romab.co.za



✓ Dep. K50.00
Kewst No. 010894
✓ d.d. 9/25/7

Dep. K50.00 Kuwait Nr. 01

MIDDE-O.V.S. - ADMINISTRASIERAAD

CENTRAL O.F.S. ADMINISTRATION BOARD

Woning/Persel-Nr.
Dwelling/Site No.

4589

45-90 K6

Opgawe/Return:

*Woon-/Residential/Permit
*Persel-/Site/Permit
*Sertifikaathouer/Certificate Holder

Skrap wat nie van toepassing is nie
Delete not applicable.

Aansoek Nr.
App. No.

Gedateer.
Dated

Naam en van Name and Surname	Geslag Sex	P.N. N.I.N.	Geb. datum Date of birth	Verwantskap Relationship	Groep Group	Werkgever Employer	Indiens vanaf Employed since	Distrik van herkoms District of origin	In gebied sedert In area since	Art. 10 Kwalifikasie Qualification Sec. 10
Houer: Holder: Japie Mosese	M	65 0910 5487080	65/9/10	Houer	KSA	Friedlies N.E.S	1986	Herengr.	1990	W.U.T.
Afhanglike(s)/Dependant(s)										
1 Lydia	V	64 0513 0384089	64/5/13	E.G.G.	RSA				Cab.	en
2 Geoffrey	m		85/10/11	Seun	II				II	II
3										
4										
5										
6										
7										
8										
9										
10										
11										
Getroud te Married at	Molokwane/Srus			Kerk Church	Home address		H.S. Nr. M.C. No.	359459 d. 89/7/12		

Getrouwd te
Married at

Adenovirus

Kerk
Ghus

Home Affairs

H.S. Nr.
M.C. N.

359459.d. 89/7/26

Voltooi deur
Completed by

Woongebiedbestuurder Manager Residential Area

Datum uitgereikt
Date issued

02/5-17

Beskrywing van geboue, strukture en heilinge Description of buildings, structures and fences

Handtekening of linkerduim-
afdruk van houer.
Signature or left thumb-
print of holder



human settlements
Department:
Human Settlements
REPUBLIC OF SOUTH AFRICA



FREE STATE: Application Detail

Application Information			
Application No:	200351808	HSS Reference No:	FA00021264
Status:	Construction Completed - P5 - Authorized		
Project:	Onderdaalsrus - 200 Kutlwanoong Project Linked Subsidy		
Received Date:	09/02/2000		
Captured By:	moira		
Total Income:	R 0.00		
Price:	R 18,400.00	Subsidy Amount:	R 16,400.00

Property Information			
Town:	KUTLWANONG	EnLot No:	4689 KG
Tenure:	Ownership		
Property Type:	New site and building bought from developer		
Name of Seller:	TLC KUTLWANONG		

Personal Information			
Surname:	NKHATHO		
First Names:	KEDIBONE EMILY		
ID Number:	280316014B086	Date of Birth:	16/03/1926
Gender:	F	Race:	
Marital Status:	0 - Single With Dependants		
Postal Address:	AS ABOVE	Residential Address:	4689 KG (KUTLWANONG)
			ODENDAALSRUS
SA Citizen:	True		

Spouse Details			
Spouse Surname:			
First Name:			
First Names:			
ID Number:		Date of Birth:	

Property Enquiry Details					
---------------------------------	--	--	--	--	--

Property enquiry results for "KUTLWANONG" in the Deeds Registry at "BLOEMFONTEIN"

Property detail:

Deeds registry	BLOEMFONTEIN
Property type	ERF
Township	KUTLWANONG
Erf number	4589
Section	0
Municipality	FREE STATE
Registration division/Administrative district	ODENDAALS RUS RD
Local authority	MATJIABENG LOCAL MUNICIPALITY
Previous description	-
Deed number	TE14862/2000
Extent	200.0000 SQM
ERP Code	F02400020000458900000

Title Deeds detail:

Document	Registration date	Purchase date	Amount	Microfilm reference	Document copy?
TE14862/2000	20000504	20000110	R500.00	-	Not available

Owners detail:

Document	Full name	Identity Number/Share	Person Eligible
TE14862/2000	NKHATHIO KEDIBONE EMILY	2803160149089	- Yes

Endorsements / Encumbrances:

Endorsement / Encumbrance	Holder	Amount	Microfilm reference	Document copy?
ART 13 WET 112/91	SLEGS ELENDOMSRIEG	-	-	Not available

History:

Document nr	Holder	Annotus	Image Scanref nr reference	Document copy?
T12864/1998	MATJHABENG LOCAL MUNICIPALITY	WF	20130517 11:45:08	Yes

[Back to top of page](#)

Requested by A0009772 with user reference **None** on: Thursday, 07 July 116 12:58

DeedsWeb Version 4.0.1

Copyright © 2001-2009, Chief Registrar of Deeds.



REPUBLIC OF SOUTH AFRICA

**MACTIGINGSBRIEF
LETTERS OF AUTHORITY**

[Artikel 18(3) van die Boedelwet, Nr. 66 van 1965 (soos gewysig)]
 [Section 18(3) of the Administration of Estates Act, No. 66 of 1965 (as amended)]

No: 000018 / 2016

HIERBY WORD GESERTIFISIEER dat
 THIS IS TO CERTIFY that

SEULL SOLOMON NKHATHO

ID: 740312 5612 08 4

bohoerlik gemaglik word om die bates in die Boedel wyle
 has/have been duly authorized to take control of the assets of the Estate of the late

KEDIBONE EMILY NKHATHO

Identiteits No: 280318 0149 08 9
 Identity No:

Wie oordede is op 2015/07/22
 who died on:

soos in die inventaris by my ingedien, vermeld, onder beheer te neem, die batepote hale te vereffen en eiendommerg van
 die restant aan die erfgenaam/erfgename ingewysde volgende reg oor te dra.

As reflected in the inventory filed with me, to pay the debts, and to transfer the residue of the
 estate to the heir/heirs entitled thereto by law.

BATE(S) / ASSETS	BEDRAG/AMOUNT
STAND NO:4589 KC KUHLWANONG, OENDERDAALSRUS, 9480	R 15,000.00

71830766 CST MOLETE ES5

Meester van die Hooggeregtshof
 Master of the High Court

PSNB:

Waar vaste eiendom betrokke is, moet in gedrag gehou word dat oordrag daarvan in die Aktekantoor geregistreer moet word. Vuurwapens moet gelisenaloor word.
 In cases involving immovable property, it must be borne in mind that transfer thereof must be registered in the Deeds Office. Firearms must be properly licensed.

DATUM/STEMPEL
 DATE STAMP

2015-07-04



REPUBLIC OF SOUTH AFRICA
AMENDED
MAGTIGINGSBRIEF
LETTERS OF AUTHORITY

[Artikel 18(3) van die Boedelwet, No. 66 van 1965 (soos gewysig)]
[Section 18(3) of the Administration of Estates Act, No. 66 of 1965 (as amended)]

No: 6448/2009

HIERBY WORD GESERTIFISEER dat
THIS IS TO CERTIFY that

11 SEP 2015

CHIEF POLICE SERVICE
STATION COMMANDER
POLICE SERVICE CENTRE
ODENDAALS RUS

MATSELA LYDIA MAEABATHO
(ID NO: 6405130304089)

behoorlik gemagtig word om die boedel van die ~~Boedel Wet~~
has/have been duly authorized to take control of the assets of the ~~Estate of the late~~

PAKISO JAPI MOSESE

I CERTIFY THAT THIS DOCUMENT IS A TRUE REPRODUCTION (COPY) OF THE
ORIGINAL DOCUMENT WHICH WAS HANDED TO ME FOR AUTHENTICATION. I
CERTIFY THAT NO AMENDMENTS, AN AMENDMENT OR A
CHANGE WAS MADE TO THE ORIGINAL DOCUMENT.

Identiteits No:
Identity No: 650910 5487 080

wie oorlede is op
who died on: 2009/01/21

MAGSNUMMER	REGISTRATION NUMBER
FORCE NUMBER	NAME IN ENGLISH
NAAM IN LIEDEKERS	NAME IN PISI

soos in die inventaris by my ingedien, vermeld, onder hante te neem, die boedelskulde te
vereffen en eiendomsreg van die restant aan die erfgenaam/erfgename ingevolge die geldende
reg oor te dra.

As reflected in the inventory filed with me, to pay the debts, and to transfer the residue of the
estate to the heir/heirs entitled thereto by law.

Bates/Assets:	
1. ERF NO: 3769 K5 KUTLWANONG ODENDAALS RUS	R 18 150.00
2. ERF NO: 4590 K6 KUTLWANONG ODENDAALS RUS	R 55 000.00
3. TEBA BANK ACC NO: 0270100105098	R 150.00
4. TEBA BANK ACC NO: 0280100197629	R 7 402.66
5. TEBA BANK ACC NO: 2220120188990	R 40.02
6. FURNITURE	R 15 000.02
7. CHEVROLET CONSTANTIA BTW 865C	R 8000.00

ASST Meester van die Hooggereghof
ASST Master of the High Court

PS/MS:

Waar vaste eiendom betrekke is, moet in gedagte gehou word dat oordrag
daarvan in die Akteskantoor geregistreer moet word. Vuurwapens moet
gelisensieer word.

In cases involving immovable property, it must be borne in mind that transfer
thereof must be registered in the Deeds Office. Firearms must be properly
licensed.

DEPARTMENT OF JUSTICE AND CONSTITUTIONAL DEVELOPMENT

MASTER OF THE FREE STATE HIGH COURT
2015 -09- 10
BOEK/BOOK
MEESTER VAN DIE MPV/STADSKRISTOF

DISPUTE OVER SITE 4589/4590 K6 KUTLWANONG**1. PURPOSE OF THE REPORT**

To assist the Dispute Resolution Committee to take legally permissible decisions on the issues of the dispute.

2. BACKGROUND

(Refer to the report from Housing Department)

3. RECOMMENDATION:

3.1. Having studied the above report the following are notable:

- (a) That it does not sound plausible for one person to be granted 2 sites when there are so many people that are homeless; whether that happened by a mistake of the officials or by purpose that is an issue on its own. Be that as it may the fact remains that it should not have happened in the first place for Japie Mosese to be allocated 2 sites alone as it happened in this case

It is notable that the late Japie Mosese left his mother and his siblings to occupy one of the sites whereby his mother applied for housing subsidy based on the site and was successful. The house was built on the vacant part of the two sites I suppose, which happened to be not the site on which the application was made.

- (b) I suppose at the time the subsidy house was being built it was not a problem, for both sites belonged to the same family. Now with the passing on of Japie and his mother problems started with the surviving spouse of Japie wanting the other site which has no Title Deed.

- (c) It is also clear from the papers that she did not want the site for herself but for her daughter. Subsequently she managed, with the assistance of the Municipal Officer to open a file of a certificate holder for the site with her daughter as the holder.

- (d) Whether the Municipal Officer was properly authorized to do so is an issue on its own that needs an investigation. Suffice it to say, for the official to be properly authorized

must have had an item tabled before EXCO escalated to MAYCO and last but not least the Council. On the face of it, it does not look like that process was followed.

- (e) Also worth noting is the fact that the site in dispute has no Title Deed which means therefore, that the site is the Council property.
- 3.2. In the premiss one would recommend that the DRC should nullify the holder certificate issued by the Municipal Official who acted without authorization thereon.

ANNEXURE F

INDIVIDUAL REGISTRATION NUMBER		INDIVIDUAL PHDB RESOLUTION NUMBER
APPLICATION FOR A PROJECT LINKED SUBSIDY		
PROJECT UNDERTAKEN BY DEVELOPER*		
PROJECT UNDERTAKEN THROUGH PEOPLE'S HOUSING PROCESS*		
PEOPLE'S HOUSING PROCESS*		
Indicate beneficiaries:		
a) Non owners (occupants)* • •		
b) Occupants* • •		
c) Landless people* • •		
PROVIDE PROJECT DETAILS (TO BE COMPLETED BY DEVELOPER/SUPPORT ORGANISATION)		
Project Application Registration Number		Project Application PHDB Resolution Number
Project Description	MMAMAHABANE	
Name of Developer / Support organisation (SO)	MOHLAHLWEI 200 CONSTRUCTION	
THE APPLICATION IS HEREBY RETURNED AS THE FOLLOWING ADDITIONAL INFORMATION IS REQUIRED:		
1.	
2.	
3.	
IN CASE OF INCOMPLETE INFORMATION - CONTACT: (To be completed by Applicant)		
NAME: RAMAKHUPANE NUWE JAAR ZACHARIAH		
POSTAL ADDRESS: 2588 MMAMAHABANE		
TELEPHONE NUMBER: 071 7535 946		

In the application form PHDB means Provincial Housing Development Board



For office use only

Tick (✓) whichever is applicable.

Application Details



human settlements

Department:
Human Settlements
REPUBLIC OF SOUTH AFRICA

FREE STATE: Application Detail

Application Information			
Application No:	202266820	HSS Reference No:	FA10112833
Status:	Approved		
Project:	Venterburg - 80 Future Solar		
Received Date:	30/11/2010		
Captured By:	mashka		
Total Income:	R 1,048.00		
Price:	R 72,417.00	Subsidy Amount:	R 0.00

Property Information			
Town:	MAMAHABANE	Encl. of No.:	2568
Tenure:	Ownership		
Property Type:	New site and building bought from developer		
Name of Seller:	MATJHABENG LOCAL MUNICIPALITY		

Personal Information			
Surname:	RAMAKHUPANE		
First Names:	NUWE JAV'R ZACHARIAH		
ID Number:	6003125698083	Date of Birth:	12/03/1980
Gender:	M	Race:	AFRICAN
Marital Status:	3 - Single With Dependents		
Postal Address:		Residential Address:	2568 MAMAHABANE VENTERBURG
SA Citizen:	Yes		

Spouse Details			
Surname:			
First Name:			
ID Number:		Date of Birth:	

MATJHABENG
MUNICIPALITY
UMASIPALA



MUNISIPALITEIT MMASEPALA

22 SEPTEMBER 2015
DISPUTE BETWEEN AFRICAN CHURCH SITE 2132 PHOMOLONG
HENNENMAN

ATTENDANCE REGISTER

INITIALS AND SURNAME	BRANCH	CONTACT NO.	SIGNATURE
E. Mafshari BEHRE MERKO JMA SEKAPANE	AFRICAN SPIRIT AFRICAN GOSPEL AFRICAN GOSPEL	0858827814 0721719104 0799985987	
A.P. MULHOOL	AFRICAN SPIRIT	082139186	
E. N. Modis	Housing Admin	0576514051	
S. T. THAGS	AFRICAN GOSPEL	073-7388113	
N.M. THAGS	AFRICAN GOSPEL	073-7388113	
M.I. NTOMI	AFRICAN GOSPEL	073-9326767	
E. SOTELI	AFRICAN GOSPEL	072-8307165	
N. LEBAJOA	Housing Admin	057-9166173	

Annexe 2

2011.2612 08:10 0514320399

IMPRINT COPY

#1519 P.001 / 001

2132

AANSOEK OM VERANDERING VAN BEWONER

PERSEL NUMMER ... 4192 ... DATUM ... 5/11/1997
 UXEMEE VERKLAAR EK DIET ONDERGETEKENDE DAT BOEGENUEDE PERSEL
 DEUR MYSELF BENDON WORL EN DAT DIE VORICE AANSOEKER/BEWONER
 DIE PERSEL ONTRUIN HET EN DAT EK VERSOEK DAT DIE PERSEL
 AAN MY TOEGEKEN WORD VIR BEWYNING.

1. BESONDERHEDE VAN AANSOEKER:

1.1 NAAM EN VAN

WOONADRES

WERKADRES

1.5 ID NOMMER

JOSEPH THOMAS

AFRICAN GOSPEL CHURCH
P.O. BOX 10400, MANNENMANI, GABORONEP.O. BOX 10400, MANNENMANI, GABORONE, SELKON
529104170331.6 BESINSAMESTELLING (VOLLE NAME, OUDERDOM EN ID NR.)
DAU/ WVK:

1.7 52910417033 JOSEPH THOMAS

1.8 52910417033

1.2 HIERMEE ONDERNEM EK ID NOMMER: 52910417033 OM PERSEL
NUMMER ... 450 ... SE UITSTAANDE DIENSTEGELD R 200.00 ...
TE VEREFEN TEEN ... R 90.00 ... PER MAAND PLUS DIE
MAANDELIKSE NEFFING VAN R 05.00 ...
BETALING SAL BESKIED VOOR OF OP DIE 15DE DAG VAN ELKE
NAAND.1.3 EK VERSTAAN OOK DAT ALE. VOLDE JOT, OP DATUM BETAAL MOET
WEES VOORDAT EK DIE TITEL VAN DIE RAAD KAN AANKOP
DEUR DIE AANGAAN VAN 'N KOOPDOOREENKOMS EN BETALING VAN DIE
KOOPSONLEN-KOSTE.1.4 KHOUENTER DIE BEPALINGS SOWIS HIERBO VITEENGESTEL NIE-NAROM
NIE SAL HIERDIE CORRIENKOMS GEKANSelleER WORD.Joseph
AANSOEKER18/11/97
DATUMAfjoed
GROTE2/11/1997
DATUM

STADSKLERK

DATUM

2. BESONDERHEDE VAN VORICE BEWONER: *Ruadiso*
NAAM EN VAN: African Church Site 450 Plot 2

ID NOMMER:

DIENSTEGELD UITSTAAND: R 0.00

DATUM:

3. BEHUISINGSBEAMPTE:

3.1 HIERMEE CERTIGGER E DOKSAK OP ... DIE PERSEL
BEGEER HET - DAT DIE PERSEL ONDWOON IS / DIE VOLGENDE
PERSONE MAG OP DIE PERSEL PRENUORDIG3.2 HIERMEE WORD BEVESTIG DAT VLGENS DIE BEHUISINGREGISTER
VAA'R T.O.V. VAN HIERDIE PERSEL NOMMER ... NIE 'N
GELDIGE KOOPKONTRAK OF HULUKONTRAK BESTAAN NIE.

DATUM:

BEHUISINGSBEAMPTE

Pieter
001

Annexure 13

13263 Colg

MATHABENG	
Municipality - Municipaliteit	
<input type="checkbox"/> Bank Cheque	
<input checked="" type="checkbox"/> Konto/Cash	494573
ONTVANG van RECEIVED from	
die bedrag van the sum of	
SECHS · 15	
THREE	
Rand	
SantCents	
Verfor: <u>Dordabis</u>	
R 3.00	
OFFICIELE KWITANSIE OFFICIAL RECEIPT	
TSP28	
VISTAS COURIER For CITY TREASURER	
Printed by Vistas Courier (Pty) Ltd (011) 447 7892 - Fax	

eVenus Print Screen - BEM08002

Page 1 of 1

		Close
BEM08001	*- Matjhabeng Local Municipality *-*	17/05/11:39
BEM08002	80080-Corrent Account Details	FABIAS
12345684	TENANT MJ BURABANG	Term-D
Stand: 010 007 00013263	00000 0000 0000	Addr. 13263 CALABRIA STREET
Post.Add.: 3THR RR 13263 CALABRIA MELDING		VTRCINFA 9430
Clearance Appl.Date:	Clear Cert.Print: N	Sect Title:
Clear.Dates from	to	1h: 8104105543088 Cmpx:
Total H/G:	coll:	Deb Tp: RR - RESIDENTIAL
Print Date Description Reference Tariff Debit Credit Vat		
201301 ----- PENDING / UNALLOCATED Receipts		0.00 (See PF12 - Option 7)
2013026 BALANCE W/F		50.00
20130327 R600112 R200 6300610301		50.00
20130402 R600118 R200 6300611701		100.00
TOTAL:		100.00
CURRENT BAL:		
CASH PRINT# 20110516		
(Use D, E, F or G) Due Date: 20110511 No.Deb: No.Notes: 2 No.ExL/Arr: Enter IMP - DEB - EXP ---PF1---PF2---PF3---PF4---PF5 ---PF6---PF7---PF8---PF9: PF10 -PF11--PF12-- Help! Main Quit Owner Inv Acct O/P Meter Anal Sims CR More		

MATJHABENG

Municipality

Umasipala

P/O Box 708

Welkom, 9460



Mmasepala

Munisipaliteit

Tel: (057) 391 3155

Fax: (057) 353 2482

E-mail:refilwem@matjhabeng.co.za

OFFICE OF THE SENIOR MANAGER LEGAL SERVICES

RE: DISPUTE OVER HOUSE 13263 CALABRIA MELODING

1. PURPOSE:-

- 1.1. To assist the DRC in the finalisation of the dispute.
- 1.2. To give advice on the legalities of the decisions or to be taken.

2. BACKGROUND:-

- 2.1. This matter previously came before the DRC and it was referred back for further investigations as per recommendations of the report from this office.
- 2.2. The further investigations were conducted by the office of the Senior Manager Town Planning and Housing. (refer to Annexure #34).

3. FINANCIAL IMPLICATIONS:-

None

4. LEGAL IMPLICATIONS:-

- 4.1. Recommendations of the DRC to the Council regarding the site would bring finality and legality to the ownership of the site.

5. RECOMMENDATIONS:-

- 5.1. Based on the report of the Office of the Senior Manager Town Planning and Housing, it is recommended that it would be within the legal framework for the DRC to decide as follows:-
- 5.1.1. That the DRC recommends site 13263 Calabria Melodring be allocated to its current occupier, M.J. Morabane.
 - 5.1.2. That the complainant, Me Mpofu Evodia Sehole be prioritised in the next allocation of vacant sites.

7258	TSOTETS NOV ANNA	RENTERS	710127-0541-088	
7259	MOKHOBÖ ARTHUR NTONG	RENTERS	650610-6001-084	
7260	MKONTWANA MPIMPIZA S.	RENTERS	530116-5676-088	
7263	VELDMAN PHUMLA	T14255	781205-0887-083	-
7264	MKHALIPI FEZANI	T14219	580123-5593-080	-deceased 2007/03/04
7265	MAKHETHA DANIEL SELLO	19034 Sunrise	670805-5681-084	-
	CHAKA F. VANROOYEN(deceased)	T14090	511207-5404-085	- deceased 2004-05-05 site transferred to his wife NJ Chaka .Letter of authority issued
7266	Molpone Jemine Chaka		520419 0569 080	
7267	NKHOPEA M. ABRAHAM	T14084	570601-5771-089	-
7268	TAU M. ABEL	T14007	560301-5706-084	-
7269	TLALE MAPENYA MARTHA	T14325	540719-0581-083	-
7270	MASINGA SAM VUSI	T14340	680830-5065-088	-
7271	NYALUNGU ELSON LAWRENCE	T14208	640731-5425-083	-
7272	MSIMANGO S. MAKUNYIRE	T14307	670707-6245-078	-
7273	MOKEKI T. JOUBERT	T14460	390304-5337-088	-
7274	THEKISO S. ROSALIA	T14789	690724-5649-087	-
7275	LEBURI M. FANNY	T14240	670117-0240-086	-
7276	BOCHEDI S. REUBEN	T14886	770814-5717-089	-
	LEKGOTLA IDA DIMAKATSO(deceased)	T1411053	610510-0642-082	- deceased 2009-10-14 site transferred to her son A L Lekgotla .Letter of authority issued 14-10-2009
7277	LEKGOTLA ALPHONSINA LEFULESELE		910712 5800 080	
	MOKGENA M. MESHACK(transferred site)	T1411007	760612-5873-080	Stays at X15 and would like to transfer site to his sister Moroesi Mbele who is occupying this site.Affidavit made at SAPS 09/05/2012
7278	Moroesi Julia		860508 0667 080	
7279	RANKHATHALI M.	T14591	820504-1116-085	**Rankhathali came to report that Simon is still occupying her site and refuse to vacate to his house at the 27'. He

Annexure A

MATJHABENG

MUNICIPALITY
UMASIPALA



MUNISIPALITEIT MMASEPALA

02 FEBRUARY 2016

**DISPUTE BETWEEN MRS RANKHATHATHI AND SIMON BOKHATSI
REGARDING SITE 7279 THABONG**

ATTENDANCE REGISTER

Application Details

Page 1 of 1



human settlements

Department
Human Settlements
REPUBLIC OF SOUTH AFRICA



FREE STATE: Application Detail

Application Information			
Application No:	200000667	HSS Reference No:	FA01050004
Status:	Approved		
Project:	Welkom - 400 Project African Log (2005/2006)		
Received Date:	02/05/2001		
Captured by:	mola		
Total Income:	R 800.00		
Price:	R 36,718.36	Subsidy Amount:	R 36,718.36
Property Information			
Town:	THABONG	Ern/Lot No:	27086
Tenure:	Ownership		
Property Type:	New site and building bought from developer		
Name of Seller:	MATJHABENG TLC		
Personal Information			
Surname:	BOKHATSI		
First Names:	MABITLE SIMON		
ID Number:	6609075502083	Date of Birth:	07/09/1956
Gender:	M	Race:	AFRICAN
Marital Status:	4 - Single but Habitually Cohabiting		
Postal Address:		Residential Address:	V14168 THABONG WELKOM
SA Citizen:	True		
Spouse Details			
Surname:	UBO		

Application Details

Page 1 of 1

Spouse Details			
Surname:			JOBO
Former Name:			
First Names:			MALITABA ELLEN
ID Number:	5801150623086	Date of Birth:	15/01/1956
Gender:	F	Race:	AFRICAN

Dependant Information

ID No	Surname	Initials	Relationship	Age	Gender
	JOBO	MS	NEPHEW	24	F
	JOBO	UN	NEPHEW	18	M
	JOBO	MM	NEPHEW	9	F

Funding

Description	Amount
Subsidy	R 31,921
Geophysical Allowance (Plus)	R 4,700
Disability Allowance (Plus)	R 0
Grants Received from State Resources (Minus)	R 0
Previous Capital Expenditure (Minus)	R 0
Armed, Disabled, Indigent & PHP (Plus)	R 0
Total Subsidy	R 36,711

WELKÓM MUNICIPALITY
THABONG, BANTU TOWNSHIP

DATE OF 1200

House No. 1109

RETURN OF SITE AND RESIDENTIAL PERMIT HOLDERS OR TENTS OF Location Registration Application No.

A.	B.	C.	D.	E.	F.	G.	H.	I.
NAME AND SURNAME	SEX	AGE	Relationship	Reference No.	NAME AND ADDRESS OF EMPLOYER	Since what date employed	Normal District	Division
Eric 63430 PP.107260	M	35	S.A.	BTP. O				
1 David Molefe	M	41	Richardson		R&B 3103591 N.R.H. Dept	1-5-31	W.M.D.	7
2 Precious Molefe	F	31	42		267360			
3 Grace Molefe	F	17			16366078 Pay. O			
4 Chantelle	F	24			4F3864130 L.P. 24786			
5 Everett Molefe PP.377458	M	41	4F402991 Bidiso Jobanees w/po 1445/16					
6 Ernest Molefe	M	41	C		Manas Martin m/cy 27-1-22			
7 Jason Molefe	M	21						
8 Sibonile Molefe	F	21						
Race								

How Married City/As: Bloemfontein 30-3-19

POPULATION STATISTICS

R.O.: M..... F..... Total.....

Lodgers: M..... F..... Total.....

Grand Total.....

No. OF PERSONS ACCORDING TO AGE DIVISION

R.O.: Over 10 years

Lodgers: Over 10 years

Total over 10 years

R.O.: Under 10 years

Lodgers: Under 10 yrs

Total under 10 years

Name of Person holding permit



Date



Monogram Bantu

Annexure 22

6.14 ALLOCATION OF HOUSE 1160 TO CELESTINA MOLELEKI
 (17/3/3/2; HF1160)(MJP/bc)

The Manager Housing reports:

"That the occupier of house 1160, Pascalina Moleleki, is deceased.

According to records four children still in the house." Refer to page 25 of Annexure 7/90

The Housing Manager in consultation with the Ward Councillor recommends as follows:

RECOMMENDATION

That a residential permit be issued to Celestina Moleleki as she is responsible for the house.

HOUSING COMMITTEE RESOLUTION : (1990/03/20)

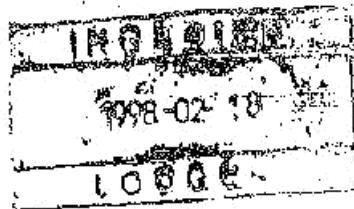
That a residential permit be issued to Celestina Moleleki as she is responsible for the house.

COUNCIL RESOLUTION: (1990-03-29)

That a residential permit be issued to Celestina Moleleki as she is responsible for the house.

15

MTHEMBU &
VAN VUUREN
15



Tel: 447 1565

Original Copy Received by
MAMOHOLE CELESTINA MOLELEKI
T.A: 580318 0616 98 0
DATE: 06 August 1999
Signature: Celestina Moleleki

TRANSPORTAKTE N.O:

TL

4331199

WELKOM PLAASLIKE DORGANGSRAAD

H C MOLELEKI

ERF 1140 THABONG, WELKOM

MIRE MTHEMBU & VAN VUUREN
BELVANGEBONI
ZASTRONSTRATA 63
DLOEMIPUNTEIN

TEL: 447 1565

TL 4331793

**SERTIFIKAAT VAN GEREGISTREEerde TOEKENNING
VAN HUURPAG**

Sertifikaat Nr. _____

1. Hierby word gesertifiseer dat die Reg van Huurpag ten opsigte van
ERF 1160 geleë in die dorp THABONG, distrik WELKOM, PROVINSIE
VRYSTAAT
GROOT 285 (TWEE HONDERD VYF EN TAGTIIG) vierkante meter
saangedui op Algemene Plan L704/84

Toegeken is aan

MAMOHALE CELESTINA MOLELEKI
Identiteitsnommer 580318 0616 08 0
ONGETROUD

deur

WELKOM PLAASLIKE OORGANGSRAAD

2. Die gebruik van voormalde perseel sal wees **RESIDENSIEËL** soos omskryf en onderworpe aan sodanige voorwaardes as wat vervat is in die Grondgebruiksvoorwaardes in Aanhangsel "F" van die Dorpstigting- en Grondgebruiksregulasies, uitgevaardig kragtens Artikel 66(1) van die Wet op die Ontwikkeling van Swart Gemeenskappe, 1984. Met dien verstaande dat op die datum van inwerkingtreding van 'n dorpsbeplanningskema wat op die perseel van toepassing is, die regte en verpligte in sodanige skema vervat, die in voormalde Grondgebruiksvoorwaardes vervang, soos beoog in Artikel 57B van die gemelde Wet.
3. Spesiale voorwaardes
GEEN

Registrasiekantoor te BLOEMFONTEIN

Datum

Folio Nr. in register



REGISTRATEUR / REGISTRAR

Annexure

26



**Property enquiry results for "NYAKALLONG" in the Deeds Registry
at "BLOEMFONTEIN"**

Property detail:

Deeds location	BLOEMFONTEIN
Property type	ERF
Plot/land	NYAKALLONG EXT 4
Plot number	3900
Portion	0
Province	FREESTATE
Registration division/Administrative district	OBENDAALSRUS RD
Local authority	MATTHABENG LOCAL MUNICIPALITY
Previous description	
Diagram deed number	T27566/2001
Extent	308.0000 SQM
DPI Code	F02400030000390000000

Title Deeds detail:

Document	Registration date	Purchase date	Amount	Microfilm reference	Document copy?
T27566/2001	20010821	20000712	R547.00	2001-03-03-1638	Not available

Owners detail:

Document	Full name	Identify Number	Share	Person signature
T27566/2001	NAANYANE KOMMIE KAMEEL	2010185143085		YES
T27566/2001	NAANYANE DIKELDI REBECCA	2712160205082		YES

KOOPKONTRAK

MEMORANDUM VAN OOREENKOMS VAN KOOP AANGEGAAN EN GESLUIT
DEUR EN TUSSEN :

AFRICAN LIFE INSURANCE (PTY) LTD.

Getroud binne/buite gemeenskap van goedere met

P.O. BOX 8864

DUMMERRAAT

1600

Identiteitsnummer :

op

van (adres)

011

Telefoon : 82-4170 (werk) — (huis)

(hierna die VERKOPER genoem)

Antoinette Johanna Gaffae

Identiteitsnummer :

590428-0148 006

Getroud binne/buite gemeenskap van goedere met

Identiteitsnummer :

op

van (adres)

*Nella Monique No. 13,
Twint Street,
Reek Park - Welkom 9400*

Tel : (werk) 057-3761271 (huis)

(hierna genoem die KOPER)

GETUIG AS VOLG :

Die Verkoper verkoop hiermee aan die Koper wie hiermee koop, die ondergemelde eiendom (hierna genoem die EIENDOM) op die volgende terme en voorwaardes :

1. DIE EIENDOM wat hierby verkoop word, word as volg omskryf:
*SEKERE ERWE (20342) (20088) (20101) (20345) (20344)
GROOT (311m²) (267m²) (380m²) (355m²) (299m²)*
2. DIE KOOPPRYS is die bedrag van R 30,000,-00 (Dertigduende Rand)

betrekbaar deur die Koper aan die Verkoper as volg :

Die balans koopprys is betrekbaar in kontant op datum van registrasie van transport van die eiendom in die naam van die Koper, en vir welske bedrag 'n goedgekeurde Bank- of Bouvereniging waarborg gelewer sal word aan Marie Wessels & Smith van Welkom, die Verkoper se Akteultmakers voor of op die welke waarborg betrekbaar sal wees vry van wisselkoers te Welkom op datum van registrasie van transport van die eiendom in die naam van die Koper.

MATJHABENG MUNICIPALITY

Municipality
Umsasipatsa
P.O. Box 702
Welkom 34400
South Africa



Umsasipatsa
Municipality
Tel (057) 316 7400
Fax (057) 359 4616

Office of the Municipal Manager
CERT-NUM: U 28710

13386

SCHEDULE

CERTIFICATE IN TERMS OF SECTION 118 OF THE LOCAL GOVERNMENT:

MUNICIPAL SYSTEMS ACT, 2000 (ACT NO. 32 OF 2000)

(AS PRESCRIBED IN TERMS OF SECTION 120 OF ACT NO. 32 OF 2000)

ISSUED BY MATJHABENG MUNICIPALITY

In terms of section 118 of the Local Government Municipal Systems Act, 2000 (Act No. 32 of 2000), it is hereby certified that all amounts that became due to MATJHABENG MUNICIPALITY in connection with the under mentioned property situated within that municipality for municipal fees, surcharges on fees, property rates and other municipal taxes, levies and duties during the two years preceding the date of application for this certificate, have been fully paid.

DESCRIPTION OF PROPERTY (Definition of property in section 1 of Act 32 of 2000)

Reference no	:	10539788
Owner	:	00020101
Portion	:	00000
Extension	:	000
Zoning	:	GENERAL RESIDENTIAL
Registration division/District	:	WELKOM RD
Suburb	:	THABONG
Town	:	THABONG
Sectional title unit number	:	
Exclusive Area	:	
Real right	:	
Scheme registration number	:	
Sectional title scheme name	:	
Registered owner	:	MATJHABENG LOCAL MUNICIPALITY

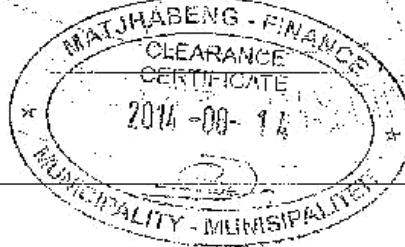
Name and identity/Registration: MBALI MOFOKENG, ID: 9404240394
number of all purchaser/s

This certificate is valid until 2014/10/31

Given under my hand at

MUNICIPAL MANAGER

MATJHABENG MUNICIPALITY



14/08/2014
Date issued

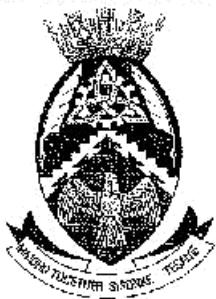
Authorised Official

28

Annexeure 29

MATJHABENG**MUNICIPALITY
UMASIPALA**

708, Welkom 9460, South Africa
 E-mail address: munic@matjhabeng.co.za

**MUNISIPALITEIT
MMASEPALA**

Tel: (057) 916 4102
 Fax: (057) 352 9417

17 JANUARY 2010

Dear Madam

TO WHOM IT MAY CONCERN

This serve to confirm that STEMELA NOSIPIO LOVEDALIA id no: 800408 0954 088 is the legal owner of site 20101. She is to be held for the electrical rendered and municipality services account.

For ant clarity do not hesitate to communicate with the office

Thanking you for co-operation



HOUSING DEPARTMENT

Property	Owner	Deed/Document	LPI Enquiry	Interdict	Document Request	Transfers	Bulk Properties	User Admin	Billing
Property Enquiry Details									

Property enquiry results for "thabong" in the Deeds Registry at "BLOEMFONTEIN"

Property detail:

Deeds registry	BLOEMFONTEIN
Property type	ERF
Township	THABONG EXT 15
Erf number	31881
Portion	0
Province	FREESTATE
Registration division/Administrative district	VENTERSBURG RD
Local authority	MATJHABENG LOCAL MUNICIPALITY
Previous description	-
Diagram deed number	T40671/2000
Extent	370.0000 SQM
LPI Code	F03900060003188100000

Title Deeds detail:

Document	Registration date	Purchase date	Amount	Microfilm reference	Document copy?
T40671/2000	200001017	20000915	R435.00	-	Not available

Owners detail:

Document	Full name	Identity Number	Share	Person Enquiry?
T40671/2000	KHOZA PULANE FAIR	6209240659087	-	Yes

Endorsements / Encumbrances:

Endorsement / Encumbrance	Holder	Amount	Microfilm reference	Document copy?
ART 14 WET 113/1991	SLEGS TRANSPORTE	-	-	Not available

History:

	Microfilm	Document

Annexure

40
780708

PARTICULARS FROM THE POPULATION REGISTER (P.R.)

DEATH/STERFTE

IDNO.: 620924 0659 08 7
IDNR.:SURNAME: KHOZA
VAN :FIRST NAMES: PULANE FAIR
VOORNAAM :DATE OF BIRTH: 1962-09-24
GEBORTEDATUM:SEX : FEMALE
GESLAG:MARITAL STATUS: NEVER MARRIED
HUWELIKSTATUS :DATE OF DEATH: 2001-05-28
DATUM VAN AESTERWE:PLACE OF DEATH: BETHLEHEM
PLEK VAN AESTERWE:CAUSE OF DEATH: PNEUMONIA
OORSAAK VAN DOOD:

ER GEMINTIGEN DAT HIERIN VERMELDE DOCUMENT IS 'N WARE AFDRUK (AFSKRIFT) IS VAN
EEN ONDERSOEKING BY INDIKENHET VOLgens AAN MY VLOEWAARNAMEING VOOR DIE
IN HIERGEDIENSTE WORDEN DIT, VOLGENS MY VLAAGWENHOOG SPAR HEI
WYSIGING OF VERANDERING IN DIE OORDAWGWERKE DOCUMENT AANGEG
GEGROEN IS.

I CERTIFY THAT THIS DOCUMENT IS A TRUE COPY OF THE INFORMATION PROVIDED IN THE
ORIGINAL DOCUMENT WHICH WAS SUBMITTED TO ME FOR APPROVAL AND THAT IT IS
NOTICE IS TAKEN THAT IT IS NOT AUTHENTICATED AS A COPY OF THE
ORIGINAL DOCUMENT.

SUID-AFRIKAANSE POLITIEKDIENS
STATIONSKOMMISSARIS OPS-VYSTATE
BETHLEHEM

2001-05-31

STATION COMMISSIONER EASTERN FREE STATE
BETHLEHEM

SOUTH AFRICAN POLICE SERVICE

Annexure

41

CERTIFICATE OF APPOINTMENT7/1/2-330/2001

In terms of Section 4(1) of the Regulations framed under the provisions of section 23(10) of Act 38 of 1927, and contained in Government Notice No.R200 of 1987

WILLIAMSON JOSEPH WILLEM
 In my capacity as the Additional Magistrate for the district of WELKOM, hereby appoint

SEABATA SHADRACK KHOZA
 Identity number: 841104 5743 086

to represent the estate of late
PULANE FAIR KHOZA

and to assume responsibility for the payment of debts, collection of assets ,the general administration and distribution of the estate and also to pass transfer of the following movable and immovable property:

HOUSE NO : 31881 THABONG WELKOM

DATED at WELKOM on this the 26 day of JULY 2007

2010-09-03

[CLERK OF THE COURT]

ADD-MAGISTRATE/WELKOM

2010-09-03

/ju 26 JULY 2007
 Cert-app.smz

NOTICE IS HEREBY GIVEN THAT THE APPOINTMENT OF THE PERSON NAMED ABOVE AS THE REPRESENTATIVE OF THE ESTATE OF THE DECEASED PERSON NAMED ABOVE IS FOR THE PURPOSES OF THE PAYMENT OF DEBTS, COLLECTION OF ASSETS, THE GENERAL ADMINISTRATION AND DISTRIBUTION OF THE ESTATE AND ALSO TO PASS TRANSFER OF THE FOLLOWING MOVEABLE AND IMMOVEABLE PROPERTY.

NOV

ADMINISTRASIERAAD SUID-VRYSTAAT
ADMINISTRATION BOARD SOUTHERN FREE STATE

Woning/Perceel Nr.
Dwelling/Site No.

443/7

Opgawe/Return:

*Woon-/Residential/Permit
*Persreel-/Site/Permit
*Sertifikatbouer/Certificate-holder

Skrap wat nie van toepassing is nie.
Delete not applicable.

Aansoek Nr.
Appl. No.

Gedateer.
Date.

	Naam en van Name and Surname	Geslag Sex	P.N. N.I.N.	Geb. datum Date of birth	Verwantskap Relationship	Groep Group	Werkgever Employer	Indiens vanuit Employed since	Distrik van herkoms District of origin	In gebied sedert In area since	Art. 10 Klassifikasie Qualification Sec. 10	Opmerkings Remarks
Houer, Holder	April Motaueng	M.	1140266	1933/09/16	Hoof	S.S.	Dr. D. B.		Uitkyr	1958	10/16b.	
Afhanklike(s)/Dependant(s)	Maria	V.	4619782	1952/11/30	Aggenote	S.S.					Okus. Gedoopte 10/16a.	
1												
2												
3												
4												
5												
6												
7												
8												
9												
10												
11												

Getroud te
Married at Onderkaksons.

Vertrek deur
Completed by OT

Weongebiedsbouer
Manager Residential Area

Datum uitgereik:
Date issued

Kerk
Church N.G. Kerk

H.S. Nr.
M.C. No.

812263

d.d. 1982/11/24

Beskrywing van geboue, strukture en heininge
Description of buildings, structures and fences.

Dreyer Bloemfontein

Aantal vertrekke
Number of rooms

Handtekening of Linkerduim-
afdruk van houer.
Signature or left thumb-
print of holder.

S/W 2

19 Oct. 2017 13:06

DEPARTMENT OF HOME AFFAIRS
DEPARTEMENT VAN BINNELANDSE SAKENo. 0540 P. 4/9
BI-5

106057

PARTICULARS FROM THE POPULATION REGISTER I.R.O.
BESONDERHEDE UIT DIE BEVOLKINGSREGISTER T.O.V.

DEATH/STERFTE

IDNO.:

IDNR.:

SURNAME:

VAN:

320916 5137 08 8

MOTAUNG

FIRST NAMES:

VOORNAAM:

TSEKO APRIL

DATE OF BIRTH:

GEBOORTEDATE:

1932-09-16

SEX:

GESLAG:

MALE

MARITAL STATUS:

HUWELIKSTATUS:

MARRIED

DATE OF DEATH:

DATUM VAN AFSTERWE:

1997-12-06

PLACE OF DEATH:

PLEK VAN AFSTERWE:

ODENDAALSRUUS

CAUSE OF DEATH:

OORSAAK VAN DOOD:

CONGESTIVE CARDIAC
FAILURE

SOUTH AFRICAN POLICE SERVICE THE STATION COMMANDER COMMUNITY SERVICE CENTRE ODENDAALSRUUS
2011-07-01
SOUTH AFRICAN POLICE SERVICE THE STATION COMMANDER COMMUNITY SERVICE CENTRE ODENDAALSRUUS

EK CERTIFIEER DAT HIERDIE DOKUMENT 'n WAAR AKOERUK (AFSKRIF) IS VAN
DIE OORSPRONKLIKE DOKUMENT WAT AAN MY VON WAARNEMING VOORGELLE
IS. EK BETROEK KLEIN VERHAN DAT VOLGENS MY WAARNEMINGS DAAR NE 'n
WYGING, BY VERHANDELING OP DIE OORSPRONKLIKE DOKUMENT AANGE-
BRING IS ME.

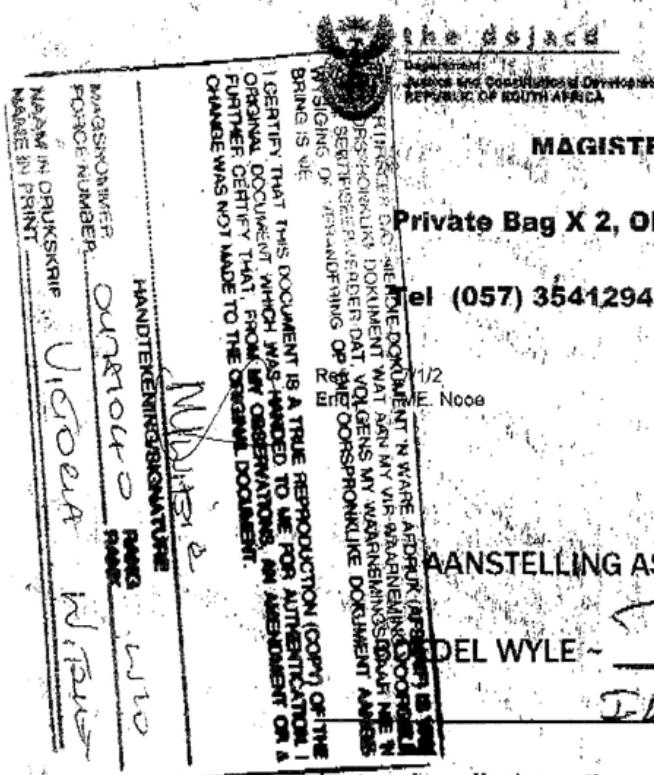
I CERTIFY THAT THIS DOCUMENT IS A TRUE REPRODUCTION (COPY) OF THE
ORIGINAL DOCUMENT WHICH WAS HANDED TO ME FOR AUTHENTICATION. I
FURTHER CERTIFY THAT, FROM MY OBSERVATIONS, AN AMENDMENT OR A
CHANGE WAS NOT MADE TO THE ORIGINAL DOCUMENT.

HANDTEKENING/SIGNATURE

MAGSNOMMER
FORCE NUMBER: 04781049 RAAD RAADNAAM IN DRUKSKrif
NAME IN PRINT: Victoria Witsie

19 Oct. 2017 13:04

No. 0540 P. 3/9



MAGISTRATE COURT: Opendaalsrus

**Private Bag X 2, ODENDAALSRUS 9480 • WEEBER STREET;
ODENDAALSRUS**

Tel (057) 3541294

Fax (057) 354 1100 /0866217805

1/2

Datum: 30-06-2011

AANSTELLING AS EKSEKUTEUR : VERTEENWOORDIGER

DEI WYI E

ID 320916 5137 08 8

ID 320916-5137 08 8

Ingevolge die bepalings van Regulasie 4(1) van R200 van 6 Februarie 1987, stel ek hiermee

Vollename

ID no.

Adres

MOTLAGERPELLE MARIA Motay
520121 0240 08 0
443 BLOCK 7
K45109R046
OEN00001205, 19880

aan om bovenoemde boedel te verteenwoordig en verantwoordelikheid te aanvaar tot die vereffening van rekenings, die vordering van bates en die algemene bereddering en verdeling van goedere.

LANDDROS
LC ODENDAALSRUS

LANDDROS
PRIVAAKSAK/PRIVATE BAG X2

2011 -06- 30

ODENDAALSRUS 9480
MAGISTRATE

Ek MOTLALEPYLE Maria Motayane onderneem om myself op hoogte te stel met die bepalings van voormalde regulasies by die beredding van gemelde boedel en aanvaar hierdie aanstelling.

MM Motives

19 Oct. 2017 12:54

No. 0540 P. 2

GXS

MATJHABENG

1

Municipality
UmasipalaMmasepala
Municipaliteit

TOWN PLANNING & HOUSING

To : Chief Finance Officer: (Att Mr T Rasmini)

From : Sur Manager: Town Planning & Housing

Date : 2011-07-14

Ref :

APPLICATION FOR TRANSFER OF SITE/ HOUSE NO: 443 BLOCK 7

Particulars of the Occupant:

Full Name & Surname : MOTAUNG TSENO APRIL

ID Number : 320916 5137 088

Date deceased: 1997-12-06

Description of Property / Site : 3 ROOMED HOUSE

Place : KUTROANOMA

New Applicant:

Full Name & Surname : MOTAUNG MOTALEPULE MARIA

ID Number : 520121 0240 080

Place : KUTROANOMA

Income of Applicant : R 3 000-00

Address Present Employer ? : MEYER APTEEK

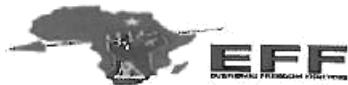
Residential Address : 1384 K4 Contact Number 0825847862

The following documents attached :

- Appointment Letter
- Death Certificate
- ID Copy of the Deceased
- ID Copy of the Appointee
- Copy of Title Deed

Your assistance in this regard will highly be appreciated.

Sello Nanise
Housing Admin Manager



FREE STATE

Domitek Building, 8 De Kaap Street, Welkom 9460, Cell : 078 677 3182 tmmacingwane@gmail.com

18 December 2017

The Municipal Manager

ATTENTION: Mr. ET Tsoaeli

MATJHABENG MUNICIPALITY

P. O. Box 708

WELKOM BY HAND

9460

Sir

QUESTIONS OF WHICH NOTICE HAD BEEN GIVEN

In terms of Rule 52 of the standard rules and orders (as amended), you are hereby as Municipal Manager, notified that I intend to ask the undermentioned question during the next council meeting.

Please note that Section 52(3) stipulates that "*the municipal manager must ensure that the question and the answer thereto are included in the agenda for the first ordinary meeting of the council*".

Background

National Treasury: Local Government: Municipal Finance Management Act: Municipal Regulations on Minimum Competency Levels of 2007 requires that the Municipal Manager, Section 57 Managers and Financial official must meet the minimum competency levels.

Questions:

1. Kindly confirm whether all the section 57 managers meet the minimum competency in terms National Treasury: Local Government: Municipal Finance Management Act: Municipal Regulations on Minimum Competency Levels of 2007.
2. Kindly confirm whether all financial officials including SCM officials meet the minimum competency in terms National Treasury: Local Government: Municipal Finance Management Act: Municipal Regulations on Minimum Competency Levels of 2007.

I thank you in advance for your assistance.

Yours sincerely



Cllr. M T Macingwane

Enquiries / Navrae / Dipatlisiso: Mr. Thabiso Tsoaeli

Room no / Kamer nr / Kamore ya: 203

Date / Datum / Letsatsi: **25th January 2018**

Dear Cllr M.T. Macingwane

RE: QUESTIONS OF WHICH NOTICE HAD BEEN GIVEN

We acknowledge receipt of your letter dated 18th December 2017, where you requested the Local Municipality to confirm the following:-

1. Whether all the Section 57 Managers meet the Minimum Competency in terms of National Treasury: Local Government:- Municipal Finance Management Act: Municipal Regulations on Minimum Competency Levels of 2007.
2. Whether all Financial Officials including SCM Officials meet the Minimum Competency in terms National Treasury: Local Government:- Municipal Finance Management Act: Municipal Regulations on Minimum Competency Levels of 2007.

The report below outlines the status as per your request.

- (a) The Accounting Officer;
- (b) The Chief Financial Officer
- 3.3. "**Middle Management Level**" means a management level associated with persons in middle management positions responsible for supervising staff, and includes:-
- (a) An Official directly accountable to a Manager in the Senior Management level.
- 3.4. "**NQF**" refers to the National Qualifications Framework prescribed by the regulations issued in terms of the South African Qualifications Authority Act, (Act No: 58 of 1995).
- 3.5. "**Senior Management Level**" means a Management level associated with persons in Senior Management positions responsible for supervising staff in middle management positions, and includes:-
- (a) The Municipal Manager of the Municipality
- (b) Any Manager directly accountable to the Municipal Manager
- 3.6. "**Supply Chain Management Manager**" means an Official of the Municipality involved in the implementation of the supply chain management policy of the Municipality and who is directly accountable to the Head of supply chain management unit of the Municipality.
- 3.7. "**Supply Chain Management Official**" means an Official involved in the implementation of the supply chain management policy of the Municipality, and includes:-
- (a) The Head of supply chain management unit, or
- (b) A Supply chain management Manager.
- 3.8. "**Unit Standard**" means Unit standard as defined in the regulations issued in terms of the South African Qualifications Authority Act, (Act 58 of 1995).

4.1. MINIMUM COMPETENCY STATUS REPORT ON SECTION 57 MANAGERS

The Matjhabeng Local Municipality has Seven (7) Section 57 Managers, these are:-

- (a) Municipal Manager;
- (b) Chief Financial Officer
- (c) Executive Director:- Strategic Support
- (d) Executive Director:- Infrastructure
- (e) Executive Director:- Corporate Support Services
- (f) Executive Director:- Community Services
- (g) Executive Director: - LED, Planning and Human Settlement.

TABLE 1:

Summary Sheet	Total
Executive Directors meeting Minimum Competency Requirements	5
Executive Directors not meeting Minimum Competency Requirements	1
Executive Director:- Position Vacant	Position Vacant
Total	7

All Directors meet the Minimum Competency requirements except Fezile Wetes: - Executive Director Corporate Support Services. The seventh Director position has not yet been filled.
(see attached Annexure A)

According to the appointment letter of the Director Corporate Support Service-Mr. Fezile Wetes:-

4.2. MINIMUM COMPETENCY STATUS REPORT ON FINANCIAL OFFICIALS INCLUDING SCM OFFICIALS

There are fifty six (56) Finance and SCM Officials. As per table

TABLE 2:-

Summary Sheet	Total
Finance and SCM Officials meeting Minimum Competency Requirements	27
Finance and SCM Officials not meeting Minimum Competency Requirements	29
Total	56

Based on table two (2) above, twenty seven (27) Officials meet the Minimum Competency requirements and twenty nine (29) do not meet the requirements. (**See attached Annexure A**) for more input. It must be noted that some of the Officials who are not meeting the requirements are already attending the MFMP Course (phase 3).

4.2.1. EXEMPTION FROM REGULATIONS 15 AND 18 OF MUNICIPAL REGULATIONS ON MINIMUM COMPETENCY LEVELS

On the 3rd February 2017, the National Treasury published a Government Gazette Volume 620, number 40593 which provides that:

process of the attainment of minimum competency levels by Municipal officials. Amongst the conditions is regulation 2.1 (a) (i) which reads as follows:

"2.1. When applying paragraph 1, a Municipality or Municipal entity must implement the following conditions:

(a) In the case of -

(i) an existing official, the official must attain the minimum competency level in the unit standards for each competency area within 18 months from the date of publication of this Notice."

With regards to the Executive Director Corporate Support Services, the condition of employment in so far as the compliance on the Minimum Competency Regulation was until the 30th September 2015. The interpretation of the provisions of Gazette number 40593, of 3 February 2017 above, as it relates to existing Official, is that he has been afforded 18 months from the date of publication of the gazette to comply, meaning that he has until the 30th August 2018 to complete the remaining Unit Standard, specifically the Issues in Leadership and Supply Chain Management.

This exemption applies to all Finance and SCM Officials and a report will serve in the next ensuing council regarding compliance with other conditions under the aforementioned regulations. A copy of the regulations referred to above is attached as "Annexure "B".

I trust that find the above in order.



Mr. Thabiso Tsoaeli
Municipal Manager

ANNEXURE



Government Gazette

REPUBLIC OF SOUTH AFRICA
REPUBLIEK VAN SUIDAFRIKA

Vol. 620

3 February
Februarie 2017

No. 40593

PART 1 OF 2



N.B. The Government Printing Works will
not be held responsible for the quality of
"Hard Copies" or "Electronic Files"
submitted for publication purposes

AIDS HELPLINE: 0800-0123-22 Prevention Is the cure

ISSN 1682-5843



9 771682 584003

40593



Levels, 2007, published under Government Notice R483 in Government Gazette 29967 of 15 June 2007 ("the Regulations"), as set out in the Schedule.

PRAVIN J GORDHAN
MINISTER OF FINANCE

SCHEDULE

Exemption

1. Subject to the conditions in paragraph 2, municipalities and municipal entities are exempted from regulations 15 and 18 of the Regulations, in that a municipality or a municipal entity may-
 - (a) continue to employ an official (herein called "an existing official"); and
 - (b) appoint a person (herein called "a new appointee"), who does not meet the minimum competency level in the unit standards for each competency area as required for the position in terms of the Regulations.

Conditions

- 2.1 When applying paragraph 1, a municipality or municipal entity must implement the following conditions:
 - (a) In the case of-
 - (i) an existing official, the official must attain the minimum competency level in the unit standards for each competency area within 18 months from the date of publication of this Notice; and
 - (ii) a new appointee, the official must attain the minimum competency level in the unit standards for each competency area within 18 months from the date of appointment; and
 - (b) In the case of-
 - (i) an existing official, the condition contemplated in subparagraph (a)(i) must be included as a performance target in that official's performance agreement, if such agreement is required. If no such agreement is required, the municipality or the municipal entity must conclude an agreement with the official giving effect to the condition; and

agreement, if such agreement is required.

- 2.2 A municipality or municipal entity must address any failure by an existing official or new appointee to attain the required minimum competency levels in the unit standards for each competency area within the applicable period stipulated in paragraph 2.1(a), in accordance with the applicable labour legislation and policies and procedures of the municipality or municipal entity.
- 2.3 A municipality or municipal entity must, in terms of sections 83(2) and 119(2) of the Local Government: Municipal Finance Management Act, 2003 (Act No. 56 of 2003), assist existing officials and new appointees affected by this Notice to attain the required minimum competency level in the unit standards for each competency area within the applicable period stipulated in paragraph 2.1(a).
- 2.4 A municipality or municipal entity must post the performance agreements including the personal development plans, referred to in paragraph 2.1(b), on the official website of the municipality or municipal entity or any other website which the municipality or municipal entity uses for its postings, in terms of section 76 of the Municipal Finance Management Act, 2003.
- 2.5 A municipality must-
 - (a) submit a report to the National Treasury on the implementation of the conditions referred to in paragraph 2.1(a), in respect of the municipality and each of its entities in such format and on such dates as the National Treasury determines; and
 - (b) on a monthly basis, submit to the National Treasury and the relevant Provincial Treasury a report with details of-
 - (I) employment contracts of officials appointed by virtue of this Notice;
 - (II) registration with accredited training providers; and
 - (III) progress made in attaining the minimum competency levels.
- 2.6 The report envisaged in paragraph 2.5(b) must be tabled at each municipal council meeting to enable the council to-
 - (a) enforce the Regulations and this Notice; and
 - (b) institute corrective action as may be required.



FREE STATE

Domitek Building, 8 De Kaap Street, Welkom 9460, Cell : 078 677 3182 tmmacingwane@gmail.com

18 December 2017

The Municipal Manager

ATTENTION: Mr. ET Tsoaeli

MATJHABENG MUNICIPALITY

P. O. Box 708

WELKOM BY HAND

9460

Sir

QUESTIONS OF WHICH NOTICE HAD BEEN GIVEN

In terms of Rule 52 of the standard rules and orders (as amended), you are hereby as Municipal Manager, notified that I intend to ask the undermentioned question during the next council meeting.

Please note that Section 52(3) stipulates that "*the municipal manager must ensure that the question and the answer thereto are included in the agenda for the first ordinary meeting of the council*".

Background

In terms of Section 156 of the constitution municipality has executive authority in respect of, and has the right to administer -

- (a) the local government matters listed in Part B of Schedule 4 and Part B of Schedule 5; and
- (b) any other matter assigned to it by national or provincial legislation.⁸²⁻; it is against this background that I wish to ask the following question (s) in the next ordinary sitting.

It was the government commitment to eradicate bucket system at least by 2014 (20) years into democracy, this commitment was made by the administration led by Dr Nelson Mandela further endorsed by President Mbeki.

Questions:

1. It was the government commitment to eradicate bucket system at least by 2014 (20) years into democracy, this commitment was made by the administration led by Dr Nelson Mandela further endorsed by President Mbeki. I would like to know why is there still a lady like Miss ThatoMafuna who refused within a formalized township however still doesn't have a toilet not even bucket toilet, this continues even after several attempts of engaging the MM, thus I have attached the very first email I wrote to you.
2. When will the municipality complete the sewer connections of ward 6, including that of Miss ThatoMafuna at 2392, MrRamabodu at 2490, MrP Marumo at 2491, Mr A Mongake at 2492 and the rest of the people in that street which mostly are elderly citizens?

I thank you in advance for your assistance.

Yours sincerely



Cllr. M T Macingwane

07 August 2017

Dear Sir

Please receive our revolutionary and fraternal greetings in these hard and trying times which are marked by the triple threats of poverty, unemployment and inequality.

Mr Tsoaeli I'm writing this email to you after several attempts to engage the ward councilor on the matter herein have been unsuccessful, therfore you become our last hope to resolve this matter.

During the election campaigns of 2016 local government I met miss **ThatoMafuna** who resides at **2392 Stilte Park Meloding Virginia**, this woman is a mother of 2 girls who related a very sad story to me. Miss Mafuna has been at the above address for the better part of her age as her parents also passed on at the same site and she has been staying there without a toilet. I believe MM we can both agree that a toilet is a basic need and no one can survive without it nonetheless the middle aged woman has on several occasions reported the matter to the ward committee, previous and current Ward councilor of Ward 6 I even reported the matter to Mr MolefiPhumo the unit manager.

It is sad that after so many many attempts the woman is still without a toilet and now had to relocate her daughters to somewhere else as she couldn't stay with them simply because of a toilet. When the recent contract or tender to install toilets in Ward 06 I spoke to the site manager to include her on the list even if he puts that down as a way of giving back to the community. Unfortunately the ward councilor **ButiMahlumba** refused the the contractor permission to do so. What is sad is that the woman does not have even a bucket to use and yet the councilor sees no urgency on the matter.

My request herein is that the municipal manager intervenes in this tragic situation at least restore the dignity of a black child, by just giving them a toilet. The structure is already there and the only thing needed is connection as the neighbors already have the connection.

Kind regards

Cllr T M Macingwane



20 June 2017

Dear sir/madam

It is very disturbing that till to date the municipality has not yet paid our creditors. I would like to bring it to the Municipal manager's attention that late payments by the municipality to our creditors, has a negative impact towards our livelihoods. As we speak our credit ratings have declined due to this consistent inconsistency.

It is strange though because the money owed to our creditors is debited directly from our payslips. Which then makes me wonder why after 20+ days it's yet to be paid over, is it a question of incompetent staff or deliberate sabotage or even worse corruption? In a form of money laundering, because it is clear that our money is used for something else than what it was intended for.

MM should also note that some of us have our life policies and medical aids are also paid from the same system, which literally means our people are now subjected by these incompetencies.

Mr Tsoaeli let it not be under your watch where we will find ourselves in the same situation as Masilonyana and other collapsing municipalities. I called you a few weeks ago to alert you of this matter and your response was rather arrogant and I let it slide....

"let those creditors who says they are not paid come to my office" this was your response.

I asked myself how should cellphone service providers, medical aid schemes, financial institutions come to your office to que for their money. Can you then please follow up on this matter municipal manager.

Regards

Clir Macingwane T M



Enquiries / Navrac / Dipatlisiso: Me. B Maswanganyi
Room no / Kanier nr / Kamore ya: 302
Date / Datum / Letsatsi: 23 January 2018
Your Ref / U Verw / Ho ya ka bona:

Our Ref / Ons Verw / Ho ya ka Rona:

Cllr M.T Macingwane
Domitek Building
8 De Kaap Street
Welkom
9460

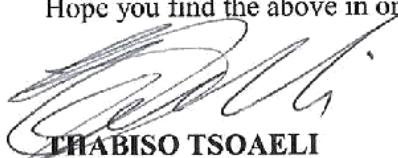
Dear Sir

RE: Questions of which notice had been given

The above bears refers:

1. The Municipality hereby confirms receipt of your letter dated 18 December 2017.
2. On the 18th of September 2017 the Project Management Unit along with the Ward Councilor, Cllr Mahlumba, visited the house of Ms Thato Mafuna to investigate the situation.
3. It was discovered that there are toilet structures in the yard of Ms Thato Mafuna and the rest of the street, however they are all not connected to a sewer line.
4. The houses are on a steep slope and possibly could not be connected to the sewer line running at the street behind them.
5. Due to the topography challenge, the Municipality will have to employ the services of Professional Service Provider and a qualified contractor to design and construct a sewer line. Therefore, a Consultant will be appointed immediately to start investigations, designs and follow through a process to appoint a Contractor to complete the Construction work at least with the next six (6) months.

Hope you find the above in order



THABISO TSOAELI
MUNICIPAL MANAGER

MATJHABENG

MUNICIPALITY

UMASIPALA

12 Uranium Avenue
Hospitalpark
Odendaalsrus
9480



MASEPALA

MUNISIPALITEIT

Tel: (057) 916 6666
Sel: (082) 5505 804
Fax: (086) 6608 059
E-mail: styger@absamail.co.za

Councillor André Styger

3 November 2017

The Municipal Manager
MATJHABENG MUNICIPALITY
P. O. Box 708
WELKOM
9460

ATTENTION: Mr. ET Tsoaeli

BY HAND

Sir

QUESTIONS OF WHICH NOTICE HAD BEEN GIVEN

In terms of Rule 52 of the standard rules and orders (as amended), you are hereby as Municipal Manager, notified that I intend to ask the undermentioned question during the next council meeting.

Please note that Section 52(3) stipulates that "*the municipal manager must ensure that the question and the answer thereto are included in the agenda for the first ordinary meeting of the council*".

Background

Section 109A of the Municipal Systems Act No.32 of 2000, as amended (the Act) states:

109A. Legal representation for employees or councillors of municipality.—A municipality may, subject to such terms and conditions as it may determine, provide an employee or councillor of the municipality with legal representation where—

- (a) *legal proceedings have been instituted against the employee or councillor as a result of any act or omission by the employee or councillor in the exercise of his or her powers or the performance of his or her duties...*

Council's delegation of powers (page 64 attached hereto as Annexure A) clearly states that this power was NOT delegated by council and only council can decide to provide legal representation to an employee subject to receiving and considering a report and recommendations from the Executive mayor.



- page 2-

I have noticed and consequently read, a Constitutional Court Law report recently released:

**Matjhabeng Local Municipality v Eskom Holdings Limited a.o. CCT 217/2015 [2017]
ZACC 35 (26 September 2017)**

(Copy of media summary attached as Annexure B)

In essence my interpretation of the matter is that our previous Municipal Manager (Mr Lepheana) was held (personally) in contempt of court by the High Court of South Africa (Free State Division) for not complying with an earlier court order directing him to report to the court the reasons for non-payment of our Eskom account.

Mr Lepheana then appealed against the High Court ruling to the Constitutional Court, from what I can ascertain, without seeking Council's consent or approval as required by Section 109A (and Delegated Powers).

The Constitutional court upheld the appeal but then made a very disturbing comment, and I quote: "Costs: [106] Although the applicants in both cases are successful, the manner in which the officials concerned dealt with their obligations following their undertakings, vis-à-vis the consent orders, leaves much to be desired. This Court's displeasure should be marked by depriving them, as successful litigants, of their costs in this Court. In the circumstances, it will be just and equitable for each party to pay its own costs."

My interpretation of the matter is that Mr. Lepheana not only appealed against a court order (that was made against him personally) without council approval, but also handled the matter so poorly (*the manner in which the officials concerned dealt with their obligations ... leaves much to be desired*) that council must now pay the legal fees and not the losing party, i.e. Eskom.

Questions:

- 1) Giving Mr. Lepheana the benefit of the doubt, please confirm whether or not a council resolution was given or sought, as required by Section 109A of the Act to provide him with legal representation for the contempt of court order against him.
- 2) The total amount of costs (legal fees) to be paid as determined by the Constitutional Court.

I thank you in advance for your assistance.

Yours sincerely

Cllr. A Styger

Copy to the Speaker of Matjhabeng Municipality:

Received _____

Date _____

102(3)	property with copies of accounts sent to the occupier of the property for municipal services if the owner request so in writing	Council	Municipal Manager	None	Y
103(a)	Obtaining the consent of employees of other employers to deduct any payment of rates or other taxes, or fees for municipal services from the salaries and wages of such employees	Council	Municipal Manager	None	Y
103(b)	Determining special incentives for employers to enter into agreements with the Municipality to deduct any payment of rates or other taxes, or fees for municipal services from the salaries and wages of such employees	Council	None	Subject to receiving and considering a report and recommendations from the Executive Mayor	R
109A	Providing legal representation to an employee or councilor and determine conditions for such legal assistance	Council	None	Subject to receiving and considering a report and recommendations from the Executive Mayor	R
110	Issuing a certificate, to be used in legal proceedings involving the Municipality, that the Municipality used the best known, or the only, or the most practicable and available methods in exercising any of its powers or performing any of its functions	Municipal Manager	None	None	R



CONSTITUTIONAL COURT OF SOUTH AFRICA

Matjhabeng Local Municipality v Eskom Holdings Limited

Shadrack Shivumba Homu Mkhonto v Compensation Solution (Pty) Limited

CCT 217/15 and CCT 99/16
Date of hearing: 2 March 2017

MEDIA SUMMARY

The following explanatory note is provided to assist the media in reporting this case and is not binding on the Constitutional Court or any member of the Court.

On 2 March 2017 at 10h00, the Constitutional Court will hear two consolidated applications for leave to appeal against the decisions of the High Court of South Africa, Free State Division, Bloemfontein (Free State High Court) and Supreme Court of Appeal (SCA), respectively. At the centre of both cases, are the procedural and substantive requirements for contempt of court proceedings.

In the matter of *Matjhabeng Local Municipality v Eskom Holdings Limited (Matjhabeng)* a Municipal Manager, Mr Lepheana, was held to be a contempt of court by the Free State High Court following summary proceedings. In the matter of *Shadrack Shivumba Homu Mkhonto v Compensation Solution (Pty) Ltd (Mkhonto)*, the former Commissioner of the Compensation Fund was held to be in contempt of court by the SCA, thus overturning the decision of the High Court of South Africa, Gauteng Division, Pretoria (Pretoria High Court).

The dispute in *Matjhabeng* involves a settlement agreement between the Municipality and Eskom regarding overdue electricity bills which was made an order of the Free State High Court on 28 March 2013. The order regulated the monthly payments by the Municipality to settle the arrears. Due to non-compliance with this order, a second order followed on 31 July 2014. In terms of this order, certain obligations were imposed on the Municipality and Mr Lepheana as Municipal Manager. A third order was granted on

18 September 2014, including a rule nisi calling upon Mr Lepheana, in his official capacity, to file a report setting out any reasons for non-compliance with the second order.

Mr Lepheana filed an explanatory affidavit setting out the various attempts to settle the dispute. He appeared before the Free State High Court and gave oral evidence under oath and was cross-examined. That Court held that Mr Lepheana's non-compliance was wilful and mala fide, or in bad faith. He was held to have been in contempt of court and was committed to prison for six months which was wholly suspended on condition that he comply with the order.

Mr Lepheana was unsuccessful in his application for leave to appeal to both the Free State High Court and the SCA.

Before the Constitutional Court, the Municipality argues that the process followed in the Free State High Court violated all precepts of fairness and justice. It argues that the hearing had all the features of undesirable summary contempt proceedings denying Mr Lepheana the applicable protections-in civil contempt proceedings. The Municipality asks the Constitutional Court to grant leave to appeal and set aside the decision of the Free State High Court with costs.

Eskom opposes the application. It argues that the order imposed positive obligations on Mr Lepheana as the Municipal Manager and that the procedure followed, although initiated by a rule nisi, was not summary in effect. Eskom submits that Mr Lepheana's conduct urgently called for measures to "nip it in the bud" as it challenged the court of first instance authority to hand down binding orders. Eskom argues that his conduct constituted consent and waiver to both the procedure and the order. It asks this Court to dismiss the application for leave to appeal with costs.

In the matter of *Mkhonto*, Compensation Solution (CS) initially sought certain declaratory orders and a mandamus against the first respondent, the Compensation Commissioner, the Director General of the Department of Labour and the Minister of Labour. Mr Mkhonto was the Compensation Commissioner (Commissioner) at that time. On 31 July 2009 the Pretoria High Court granted an order (by agreement) following unsuccessful efforts to obtain the outstanding payments in respect of medical accounts submitted to the Commissioner. In that order the Commissioner was specifically directed to process medical accounts submitted to him within a reasonable time from the date of submission and within 75 days in respect of the accepted medical claim.

The Commissioner failed to pay within the stipulated period. Following three action proceedings for separate claims, CS launched two successive contempt proceedings against the Commissioner. Both proceedings were settled upon by the Commissioner's undertaking to pay the amounts due. However, in July 2013, CS was forced to institute another application in the Pretoria High Court seeking orders that the Commissioner was in contempt of the order dated 31 July 2009. In the order by agreement dated 18 February 2014, the parties were directed to meet and, among others things, prepare a

joint report in relation to the line items on which an agreement was reached. The report was to be filed by 31 March 2014.

On 11 November 2014 the Pretoria High Court dismissed the contempt applications by CS because payment of the outstanding claims was made before the hearing. The Court held that the order of 31 July 2009 could not be enforced by means of civil contempt proceedings.

CS successfully sought leave to appeal before the SCA and that Court overturned the decision of the Pretoria High Court and declared the Commissioner to be in contempt of paragraphs 1, 2, 5 and 6 of the order of 31 July 2009, as it went beyond requiring the payment of money. The SCA further held that the Commissioner failed to prove reasonable doubt of his wilfulness and mala fide. Accordingly, the Commissioner was held to be in contempt and was committed to undergo three months' imprisonment suspended for a period of five years on condition that he is not convicted of contempt of court within that period. As of the date of the SCA order, Mr Mkhonto had resigned from that position.

In this Court, Mr Mkhonto and the new Commissioner (applicants) seek leave to appeal against the SCA's decision. They submit that all the monetary claims owed to CS had been resolved, Mr Mkhonto is no longer the Commissioner and that he was unable to comply with the terms of the order as it is at variance with the claim process as prescribed in COIDA. The applicants argue that the undisputed facts showed that there was no wilful disregard of the order or mala fide conduct in executing his statutory duties. They submit that even if the SCA was correct on contempt, committal was neither competent nor appropriate. They ask this Court to condone the delay in filing their application, grant leave to appeal and set aside the decision of the SCA.

CS opposes the application and submits that the requirements for contempt were established and that the presumption of mala fide and wilfulness applied unless Mr Mkhonto adduced evidence that created reasonable doubt. It is argued that he failed to adduce such evidence and that he was given the requisite protection contemplated by section 12 of the Bill of Rights.

ANSWERS TO THE QUESTIONS FROM COUNCILLOR ANDRE STYGER (DA) BROUGHT TO THE ATTENTION OF MUNICIPAL MANAGER IN TERMS OF RULE 52 OF THE STANDARD RULES AND ORDERS (AS AMMENDED)

QUESTION 1

Giving Mr. Lepheana the benefit of the doubt, please confirm whether or not a Council Resolution was given or sought, as required by Section 109A of the Act of provide him with legal representation for the contempt of Court Order against him.

ANSWER

The office of the Municipal Manager liaised with Legal Services, Council Administration and the then Acting Manager in the Office of the Municipal Manager under Mr. Lepheana, to find out if any of these officials know about such a Council Resolution or an endeavor to solicit such a resolution and the answer was "NO".

This Office also perused the Council Resolutions taken between January 2015 and May 2016, the reasonable period during which such a resolution ought to have been taken, but could not find one.

In the premiss, the answer of the Office of the Municipal Manager to the question of the Honourable Councillor is that the records show that no Council Resolution was given nor was there any attempt to solicit such a resolution of the Council.

QUESTION 2

The total amount of costs (legal fees) to be paid as determined by the Constitutional Court.

ANSWER

Thus far since the application for Leave to Appeal the High Court judgement the Municipality has paid a total amount of R 1792 579.37

We have since requested the aforementioned attorneys to assist us with the final statement of account, however, they have not assisted us.



Mr. Thabiso Tsoaeli
Municipal Manager



MATJHABENG LOCAL MUNICIPALITY
MONTHLY REPORT
NOVEMBER 2017

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 30 November 2017

TABLE 1	Actual For the Month (November 2017)	For Year to date (2017/2018)
All Grants Received	-	241 475 000
Actual Revenue Received	83 573 053	444 993 478
Actual Expenditure	102 356 169	678 363 376
Salaries	57 129 073	282 617 811
Water	5 000 000	88 858 649
Electricity	1 586 835	37 935 694
Other Expenditure	38 840 481	268 950 222
Sub-Total	-18 783 116	8 105 102
Loan Redemptions	-	-
Net Surplus/(Deficit) before Capital Payments	-18 783 116	8 105 102
MIG Payments	19 040 223	64 083 722
INEG Payments	-	882 659
WSIG Payments	-	2 193 641
 Capital Assets procured - Equitable Share	 1 013 544	 2 334 389
Fleet & Equipment	-	27 300
Office convention/ Furniture	1 013 544	2 307 089
 Net Surplus/(Deficit) after Capital Payments	 -38 836 883	

Table 1: The Municipality had a deficit of R38 836 883 for the month of November after capital payments , this means that the amount received is below the amounts paid.

TABLE 2	Actual For the Month (November 2017)	For Year to date (2017/2018)
Total Billings	136 859 891	754 984 745
Less: Indigent Billing	3 304 326	17 386 553
Actual Billings	132 555 565	737 598 192
Actual Revenue Received	82 157 915	424 391 269
Consumer Revenue	76 408 751	384 656 987
Other	5 748 164	39 734 272
Grants & Subsidies	-	241 475 000
 Pay rate for November 2017 (Billing)	 62%	
Total income percentage - November 2017	63%	
Total income percentage - YTD	60%	

The 'Actual Billings' figure reflects the amount invoiced to consumers for services consumed during the month of November 2017.

The 'Consumer Revenue' relates to revenue actually received from consumers during November 2017. However this revenue is for amounts billed to consumers during months prior November 2017.

'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
Complied By

11/12/2017
Date

LB Williams
Reviewed By Manager Budget

11/12/2017
Date

T Panyani
Approved By Chief Financial Officer

12/12/2017
Date

	Budget for the month	Actual for the month	% Received	Budgeted for year to date	Actual for year to date	% Received	Budget 2017/2018	Projection of Revenue for rest of year
A ACTUAL REVENUE PER REVENUE SOURCE [S71(1)(a)]								
Intergovernmental Transfers	46 916 000	-	0,00%	234 580 000	241 475 000	102,94%	562 992 000	562 992 000
Operational Grants - Equitable Share: FMG / EPWF / EEDG	33 885 000	-	0,00%	169 480 000	166 408 000	95,18%	406 778 000	406 776 000
Capital Grants - MIG / WSIG / INEG	13 018 000	-	0,00%	65 050 000	75 066 000	115,93%	156 216 000	156 216 000
Consumer Revenue and Assessment rates	123 468 305	76 408 751	61,69%	517 331 523	384 656 987	62,31%	1 481 595 656	923 176 769
Assessment Rates	23 271 014	17 684 669	79,35%	116 355 071	92 926 377	83,64%	279 252 170	226 183 305
Water	28 589 727	10 620 542	37,15%	142 949 583	47 236 523	33,04%	345 076 599	113 367 670
Electricity	52 295 070	40 897 130	78,20%	261 475 050	206 340 177	79,93%	627 546 121	496 312 425
Sewerage	12 312 308	4 360 109	37,04%	81 561 541	22 275 872	28,18%	147 747 588	53 461 549
Refuse Removal	6 998 255	3 368 301	48,87%	34 961 278	14 938 092	42,69%	93 975 068	35 651 421
Other Revenue	25 290 912	5 762 803	22,79%	126 454 561	40 329 023	31,89%	303 490 946	96 789 654
Fines	1 678 845	295 048	17,84%	8 363 201	1 732 041	23,77%	20 072 683	4 156 398
Market	3 083 333	1 048 087	35,21%	10 416 667	4 068 074	44,27%	25 030 000	11 203 377
Rentals	2 500 000	248 531	33,66%	12 500 000	3 605 502	29,84%	30 000 000	8 653 205
Other	19 034 939	3 575 127	18,72%	95 174 693	30 323 406	31,36%	228 416 263	72 776 174
Interest	11 025 896	1 401 499	12,71%	55 129 482	20 007 468	38,29%	132 310 757	48 017 923
Interest - Debtors	10 737 888	1 327 605	12,36%	53 659 438	12 851 523	35,17%	133 854 552	45 315 395
Interest - Investments	289 009	73 593	25,86%	1 440 044	1 125 845	78,18%	3 456 105	2 702 028
TOTAL	206 699 113	83 573 053	40,42%	1 033 495 566	666 468 478	66,42%	2 480 389 359	1 530 976 346

FINANCIAL REPORT: PERIOD ENDING NOVEMBER 2017**A. PERFORMANCE: REVENUE BUDGET**

The following graph reflects the performance of the revenue budget for November 2017 and under-mentioned please find a more detailed explanation thereof.

1. OPERATING GRANTS AND SUBSIDIES

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

2. CONSUMER CHARGES

- In total 62% of the consumer charges have been collected.
- Based on the income for November 2017 the projection for the full financial year will be approximately R 923 176 769 against the budgeted amount of R 1 481 595 656

R 923 176 769

3. OTHER REVENUE

- Other revenue which includes fines indicate an income of approximately R 96 789 654 against the budgeted amount of R 303 490 946 if the same method of projection is used.

R 96 789 654

R 303 490 946

4. INTEREST

- Interest in a/c accounts indicate an income of approximate R48 017 923 against the budgeted amount of R 132 310 757

	Budget	Projected Income
Intergovernmental Transfers	562 992 000	562 992 000
Consumers Revenue and Assessment Rates	1 481 595 656	923 176 769
Other Income	303 490 946	96 789 654
Interest	132 310 757	48 017 923
TOTAL	2 480 389 359	1 530 976 346
		100,0%
		62,3%
		31,9%
		36,3%
		65,8%

Total projected revenue for the 2017/2018 financial year based on the income for November 2017 and taken into consideration that grants are guaranteed income, the projection for the full year amounts to R1 530 976 346 against the budgeted amount of R 2 480 389 359

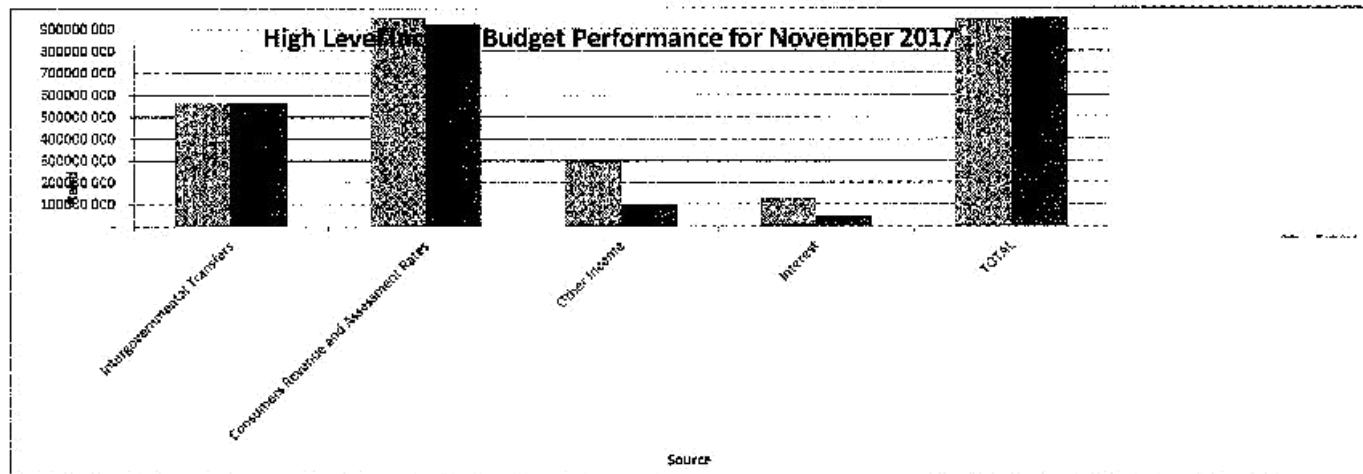
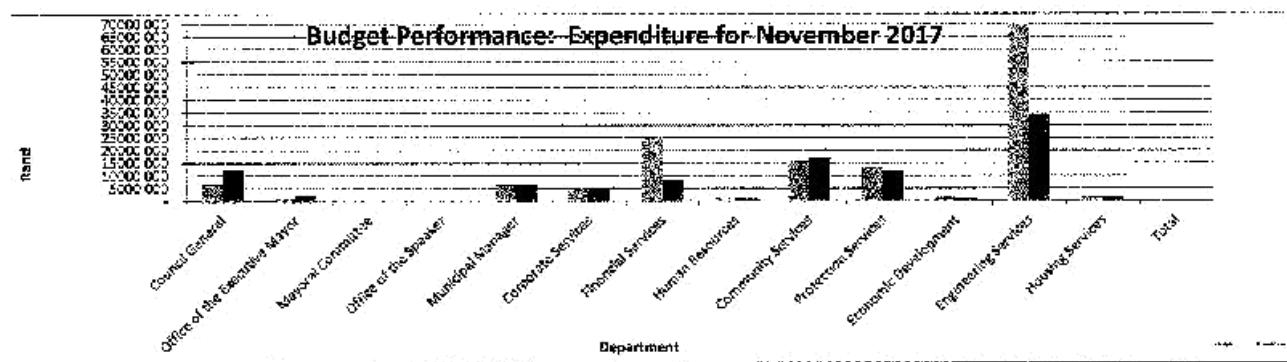


TABLE 4 (S71(1)(c), S71(2)(e), S71(3))		Budgeted for the month	Actual for the month	% Spend	Budgeted for year to date	Actual for year to date	% Spend	Budget 2017/2018	Projected Expenditure for rest of year
B ACTUAL EXPENDITURE PER VOTE (S71(1)(c))									
Council General	7 151 313	12 665 785	177.11%		35 756 565	69 798 133	195.21%	85 815 756	167 517 931
Office of the Executive Mayor	1 305 551	2 456 674	188.17%		6 527 755	10 897 705	166.65%	15 636 612	26 140 094
Office of the Speaker	207 414	-1 364 940	-558.07%		1 367 071	5 052 958	487.22%	2 488 970	12 125 811
Municipal Manager	6 820 590	7 231 173	106.02%		34 102 850	48 748 485	137.07%	31 847 081	112 191 564
Corporate Services	4 909 688	5 478 500	111.59%		24 548 189	22 049 053	89.60%	58 915 653	52 908 539
Financial Services	26 098 259	8 358 673	32.10%		13C 195 342	48 982 948	37.62%	312 471 225	117 555 075
Human Resources	1 327 174	1 084 821	82.49%		6 555 872	5 456 021	82.22%	15 926 053	13 094 452
Community Services	16 196 199	16 991 192	104.91%		8C 983 697	90 866 603	112.21%	194 353 573	216 077 447
Protection Services	13 557 310	11 634 587	87.29%		67 798 552	77 325 252	114.56%	132 657 725	137 023 029
Economic Development	1 599 638	1 322 070	82.96%		7 969 183	8 534 560	112.13%	19 123 533	21 442 362
Engineering Services	112 501 288	34 618 433	50.77%		562 505 440	282 455 665	50.21%	1 350 015 456	677 693 693
Housing Services	1 359 148	-669 631	-55.22%		9 795 742	9 208 072	94.01%	23 509 761	22 101 773
TOTAL	193 568 472	102 356 169	52.68%		967 642 366	678 363 375	70.09%	2 322 821 659	1 628 072 102

B. EXPENDITURE

Total expenditure for year to date is 70,09% of the budgeted amount and the projection for the year based on the expenditure being R 1 628 072 102 against the budgeted amount of R 2 322 821 559.



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

Expenditure

Actual expenditure for the year to date is 29,91% 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 44,30% above the amount that was budgeted for the same period. This excludes grants to the amount of R 241 475 000.

Operating Revenue / Expenditure - November 2017

Actual Revenue Received excluding Grants	R 2 157 915
Actual Expenditure excluding Grants	R 1 628 072 102
Net cashflow	-R 20 198 254

B

C SALARIES - NOVEMBER 2017

SALARIES	Budgeted for the month	Actual Salaries for the month	Variance	Budgeted for year to date	Actual for year to date	Variance	Budget 2017/2018	Projected Expenditure for rest of year	Projected Expenditure for the year
Chief Executive Officer	4 592 554	3 566 206	-13,29%	33 012 769	16 267 779	-26,26%	55 220 546	33 746 404	48 728 12*
Office of the Executive Mayor	719 242	745 165	-3,76%	3 598 210	3 777 598	+5,14%	8 820 502	7 748 897	6 055 225
Office of the Speaker	151 849	128 588	-15,04%	659 343	2 720 349	-217,93%	1 662 192	3 357 116	5 612 295
Municipal Manager	4 419 963	3 861 703	-15,54%	22 072 875	14 555 737	-18,62%	53 987 147	20 532 716	35 197 413
Corporate Services	3 619 672	4 223 717	+17,27%	13 035 258	13 159 414	+1,02%	48 828 821	25 024 180	45 992 694
Financial Services	4 251 549	4 363 180	+2,78%	7 157 744	33 663 237	+16,05%	96 770 693	23 129 354	55 752 53*
Human Resources	1 185 021	1 043 783	-12,14%	5 246 105	5 722 155	+9,46%	14 582 551	7 529 417	12 957 672
Community Services	19 105 540	12 585 118	-26,57%	62 672 745	55 579 512	-16,55%	217 681 863	93 269 914	58 764 454
Protection Services	15 124 859	8 544 767	-46,82%	55 674 295	41 811 737	-11,47%	101 611 524	52 726 432	70 548 185
Economic Development	1 009 563	1 064 567	+5,82%	5 454 733	5 223 041	-4,95%	12 167 503	7 2 2 277	12 585 258
Engineering Services	5 114 454	4 519 443	-12,93%	45 572 27*	72 416 623	+61,09%	108 872 551	102 763 555	176 200 367
Housing Services	1 317 172	1 392 564	+5,78%	8 565 852	7 230 107	-6,70%	15 205 053	14 122 185	17 383 357
TOTAL	30 909 274	37 123 073	+2,02%	292 646 372	282 617 811	-4,05%	706 911 293	386 664 935	676 202 746

D SPENDING ON KEY & OTHER VOTES - NOVEMBER 2017

KEY & OTHER VOTES	Budgeted for the month	Actual expenditure for the month	Actual for the year-to-date	Budgeted for 2017/2018	Balance remainder for year	Projected expenditure for the rest of the year
CS: BAA: Project Management	226 036	97 6 395	2 615 708	12 518 938		30 044 155
CS: Citywide Services	236 050	395 265	756 204	2 581 487		9 501 108
CS: Meter Management	229 361	4 744 269	2 336 326	12 498 648		9 821 293
CS: Transport Services	226 672	64 157	453 467	1 995 962		37 000
CPMS: BAA: Project Management, Announcements & Auctions	227 050	1 530 740		6 561 922		17 319 425
CPMS: BAA: Business & Financial Management	227 082	1 552 785	5 376 795	16 421 429		23 433 418
CPMS: BAA: Project Management & Revenue Management	227 041	3 015 720	57 895	161 695		35 183 487
CPMS: Legal, Audit & Litigation	227 354	616 567	306 502	18 813 476		11 000 000
CONT: Maintenance of Equipment	220 061	3 813 615	10 320 958	26 067 485		17 768 951
CONT: Salaries & Sust. Inv.	225 523	541 567	1 734 108	19 478 310		6 130 000
CC: Advances on Fees	230 012	82 553	335 745	1 454 606		1 220 330
CC: Post & Telecommunications	221 117	139 631	212 291	1 818 276		2 292 370
CC: Printing & Publ. Servs	227 451	253 146	28 300	149 980		3 221 750
CC: Professional Bodies & Memberships Fees	264 452	893 339	7 392	9 354 439		7 300 000
CC: Systems Access & Information Banks	225 540	52 517	1 369 273	3 347 805		6 028 330
CC: Uniforms & Protective Clothing	225 210	4 135 139	3 445 583	4 393 716		4 8 223 073
CC: Water Fuel	224 037	1 740 366	3 258 832	20 894 462		29 584 337
INV: Consumable Stores	226 290	6 476 652	1 502 508	3 578 914		17 752 229
TOTAL	38 787 315	29 852 465	169 125 844	454 727 782	304 503 836	384 537 495

E MATJAHABA MUNICIPALITY - OVERTIME - NOVEMBER 2017

OVERTIME	Month Budget	Actual	Variance	YTD Budget	YTD Actual	YTD Variance	Annual Budget
Chief of Clerks							
Office of the Executive Mayor							
Office of the Speaker	53 563	285 467	-326 782	267 013	1 178 321	-911 00	543 752
Municipal Manager	29 191	32 804	+3,88%	30 153	143 520	-11 576	214 248
Corporate Services	37 543	100 902	+65,05%	139 717	379 350	-119 645	455 321
Financial Services	34 281	184 377	+541 5%	410 232	236 251	-707 119	1 150 237
Human Resources	870	35 754	+22,84%	3 349	33 156	-38 000	3 338
MATJAHABA Govt	1 230 568	1 265 306	+264 922	6 452 330	9 394 703	-2 691 605	15 465 52
Project Services	533 462	952 730	+45,20%	2 571 312	4 229 831	-1 715 922	6 541 546
Engineering Development	1 424 527	2 210 306	+47,6%	7 322 131	40 761	-38 850	17 333
Engineering Services	1 416	11 161	+55 004	12 351 106	5 231 673	-10 647 522	12 351 106
Housing Services					32 444	-6 820	12 351 106
TOTAL	3 429 755	6 077 233	2 653 491	19 118 273	29 293 084	-12 126 116	41 063 536

E		TOP 50 DEBTORS - NOVEMBER 2017
	R	COMMENTS
1	ANGLOGOLD ASHANTI LTD	18 971 789 Busy with payment arrangement with m-line
2	PUBLIC WORKS (HEALTH)	10 452 599 Payment received statements was send or follow us for balance
3	PHINDANA PROPERTIES 169	8 823 384 Handled over to Municipal debt collectors(Treks) ; reference attached
4	SEDIENGENG WATERAAD	8 101 181 Meters currently handled with Municipal debt collectors(Treks) ; reference attached
5	SEDIENGENG WATER	7 503 216 Meters currently handled with Municipal debt collectors(Treks) ; reference attached
6	TOSA TECHNICAL COLLEGE	7 723 682 Client is disputing rates metering given over to Municipal debt collectors (Treks)
7	REAHOLA HOUSING ASSOCIATION	6 048 913 No collection. Continuation of matter and further settlement to give progress report.
8	PRESIDENT STEYN GOLD MINE	5 397 944 Receiving payments on monthly basis
9	SENTRAL WES KOOPERSIE	5 145 203 Client is paying current accounts, having dispute on rates and taxes. Current settlement proposal logo department to review
10	PRESIDENT STEYN MNN	3 498 940 Receiving payments on monthly basis
11	TIGER CONSUMER BRANDS L	3 306 072 Current account
12	PUBLIC WORKS (HEALTH)	5 041 536 Payment received, statements was send or follow up for balance
13	ANGLOGOLD ASHANTI	2 335 985 Given back to council basic write off
14	P VOTAFUND LTD	2 907 439 Current account
15	EDEN CHRISTELIKE BEDIEN	2 875 776 NGO client is requesting write-off. Management declined. Client to arrange meeting with CEO and Executive Mayor
16	STANDAREVIS SCHOOL WELKOM	2 840 677 Client is disputing to pay due to been christian school . Management declined due to school is private funding
17	REPUBLIEK VAN SUID-AFRIKA	2 058 774 Statement end Bp 10B was sent to government for payment
18	RSA (GEVANGENIS VRYHEIDIA)	2 559 610 Payment received, statements was send or follow up for balance
19	ERF 2515 WELKOM (PTY)	2 692 695 Client service disconnected due to our payment disconnection will take place 11 sept 2017
20	ERF 1210 WELKOM INVESTMENT	2 340 403 Proposal write off to EXCO
21	PUBLIC WORKS (HEALTH)	2 332 757 Payment received, statements was send or follow us for balance
22	PUBLIC WORKS DEPT	2 073 187 Payment received, statements was send or follow us for balance
23	PROMONIAL GOVERNMENT	2 098 759 Payment received, statements was send or follow us for balance

24	T-F NORTHERN FREE STATES	2 153 017	Client is not paying they requesting drought relieve. Client to arrange meeting with CFO and Executive Mayor
25	PITTAS S	2 120 457	Client overseas. Matter been given to Municipal debt collectors(Medca) for further tracing purpose
26	HARMONY GOLD MINING CO	1 984 841	Receiving no payments at monthly basis
27	WILKOM LANDBOEGENOTSKA	1 973 429	Property book taken back by council, proposed to human settlement to review no feedback yet
28	BOWS SCOUTS	1 962 561	Email send to engineering to do phase 3
29	DEAS PH	1 942 608	Client handed over to Methabeng debt counsellor(Medca) for further tracing
30	ERDORFEL MYN	1 930 666	Busy with payment arrangement with mine
31	STEYNH A	1 886 249	Parper Attorney TEL 031-444 2256 sent email to Louis Radley and emailed the attachment to Evansons Pruducts <EVERLAWN@EVERLASTATTORNEYS.CO.ZA>
32	PH KICARA PROPERTY 081 169	1 922 454	Handed over to Municipality debt collection(Triloc)
33	AMALUBA LODGE ESTATE JAMEI	1 819 155	Estate late awaiting for outcomes from estate attorneys
34	MOKGWABONE PRIMARY SCHOOL	1 758 397	Demand letters was send & no feedback yet
35	IAN TRUST	1 771 029	Client is not paying they requesting drought relieve. Client to arrange meeting with CFO and Executive Mayor
36	REAHOLA HOUSING ASSOCIATION	1 582 403	No collection. Council of matter are human settlement to give progress report
37	PUBLIC WORKS (HOME AFFAIRS)	1 312 914	Home affairs is busy with settlement in account
38	MAITLO PROPERTY DEVELOP	1 301 119	Account was received on R 3646,22 OUTSTANDING
39	DEFCON (PTY) LTD	1 266 193	Demand account needs to be written off
40	FRANCIS <P>	1 278 901	Demand letter was sent no feedback yet
41	FREESTATE SELLERS CC	1 256 375	Client back to council possible write off
42	PUBLIC WORKS DEPARTMENT	1 221 263	Payment received statements was send or follow up for balance
43	ST HELENA HOSPITAL PTY	1 173 268	Client paid settlement offer in financial year 2014/2015. Client is currently paying current accounts
44	LIFECARE PROPERTIES PTY	1 171 242	Client is not pay ng they requesting drought relieve. Client to arrange meeting with CFO and Executive Mayor
45	ANGLOGOLD ASHANTI LTD	1 160 250	Given to council possible write off proposal given to EXCO
46	HANIFAH CLINIC	1 111 503	Demand letters was send no feedback yet
47	PUBLIC WORKS PROVINCI-	1 067 580	Payment received statements was send or follow up for balance
48	ST CATHERINE OF SIENA S	1 042 732	Email was send to client no feedback yet
49	PUBLIC WORKS (RHEEDER24R4)	1 025 283	Payment received statements was send or follow up for balance
50	ME CODING HIGH	1 020 442	Demand letters was send no feedback yet
	TOTAL	158 856 858	

E	TOP 20 CREDITORS - NOVEMBER 2017		
---	----------------------------------	--	--

		R	COMMENTS
1.	Sedibeng Water	R 1 942 404 336,97	Sedibeng Water
2.	Eskom	R 1 693 065 415,32	Eskom
3.	Compensation Commissioner	R 15 939 484,05	Compensation Commissioner
4.	Jager Technologies	R 9 088 025,51	Meter Reading
5.	Seditrade	R 5 226 140,35	Street Reasealing
6.	Auditor General	R 4 843 091,26	Auditor General
7.	Sebenza Engineering Services	R 4 639 930,00	Refuse Removal Trucks
8.	Aqua Transport	R 3 842 429,52	Refuse Removal Trucks
9.	Practicon Trading Enterprise	R 3 509 875,36	Protective Clothing
10.	CDH Joineries	R 2 491 961,00	Waste Water Treatment Pumps
11.	Fezi Auditors and Consultants	R 2 243 198,20	AFS and Vat
12.	Eskom FBE	R 2 159 071,96	Eskom FBE
13.	Skilz SA	R 1 945 909,01	AFS and Vat
14.	Khabokedi Waste Management	R 1 831 437,12	Landfill Sites Maintenance
15.	Business Connexion	R 1 709 607,16	Solar Software
16.	Manna Holdings	R 1 590 128,50	Valuation Roll
17.	WW Civils and Construction	R 1 461 725,94	Disconnection and Reconnection - Water
18.	Tswana Hydraulics	R 1 326 904,33	Supply of Hydraulic Oil
19.	Syntell Networks	R 1 021 825,34	Prepaid Metering
20.	Trifecta Capital	R 1 015 607,15	Debt Collectors
	TOTAL	R 3 701 356 104,05	

F ACTUAL CAPITAL EXPENDITURE PER VOTE

	Capex for November 2017	Capex year to date
TABLE 6 -- [S7f(1)(d)]		
Council General	1 013 544	2 307 089
Office of the Executive Mayor	-	-
Mayoral Committee	-	-
Office of the Speaker	-	-
Municipal Manager	-	-
Corporate Services	-	-
Financial Services	-	-
Human Resources	-	-
Community Services	6 016 772	13 684 120
Protection Services	-	-
Economic Development	894 160	4 384 278
Engineering Services	12 129 285	49 363 726
Mechanical Workshop	-	27 300
	20 053 767	69 766 612

Budget 2017/2018	Amount Available
10 000 000	7 692 911
-	-
-	-
-	-
-	-
2 525 000	-11 159 120
-	-
3 114 000	-1 270 278
165 577 000	106 213 276
10 000 000	9 972 700
181 216 000	111 449 488

G AMOUNT OF ANY ALLOCATIONS RECEIVED

	Funds Received for the month	Funds Spent during the month
MIG/LDM/Sundry	-	19 040 223
Equitable Share	-	-
MSIG	-	-
EMG	-	83 123
EPWP	-	97 228
EEDG	-	-
WSIG	-	-
INFG	-	-
	-	19 220 574

Funds Received year to date	Funds Spent year to date	Amount Available
49 066 000	61 083 722	-15 027 722
164 014 000	164 014 000	-
-	-	-
2 145 000	1 573 616	571 484
250 000	97 228	152 772
-	-	-
24 000 000	2 198 641	
2 000 000	862 659	
241 475 000	232 859 766	-14 303 466

H MATERIAL VARIANCES FROM SERVICE DELIVERY AND BUDGET IMPLEMENTATION PLAN [S7f(1)(g)(ii)]

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

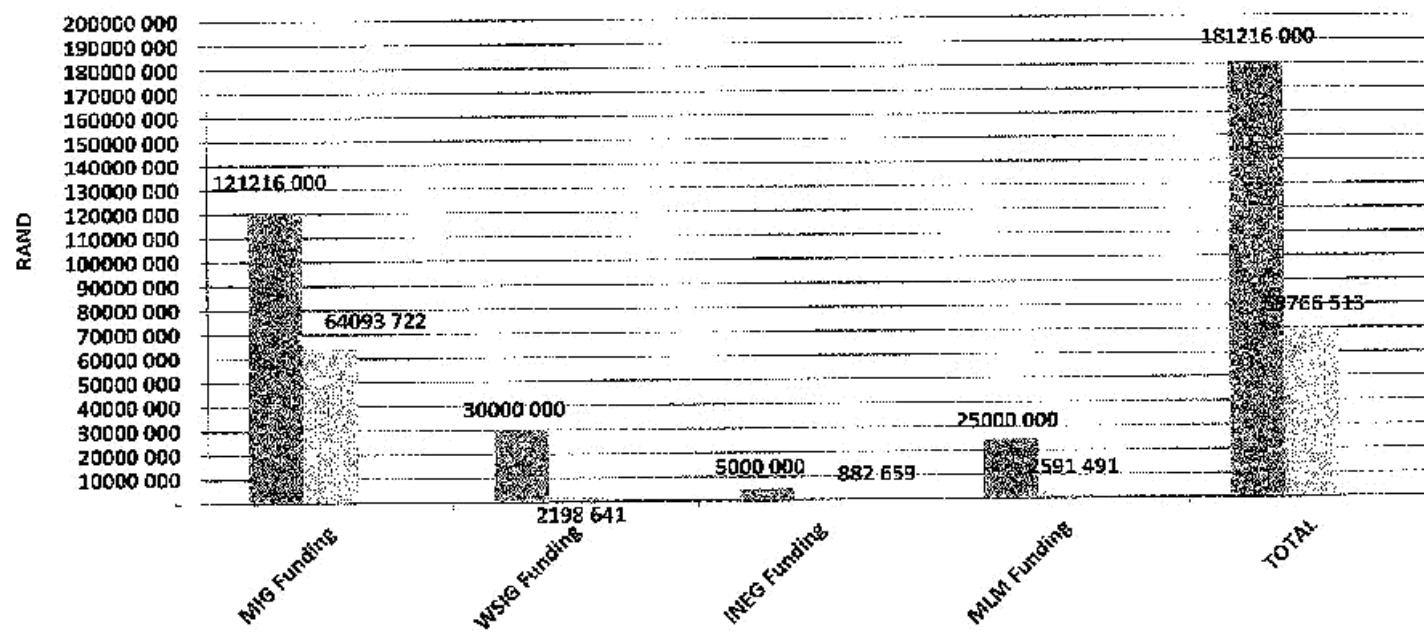
Not Applicable

I BANK ACCOUNTS

Name of Account	Nov-17
ABSA Main Account	-8 011 211
Market Account	791 111
	-7 220 097

	2017/2018 Budget	Year to date Expenditure	
MIG Funding	121 216 000	64 093 722	52,88%
WSIG Funding	30 000 000	2 198 641	7,33%
INEG Funding	5 000 000	882 659	17,65%
MLM Funding	25 000 000	2 591 491	10,37%
TOTAL	181 216 000	69 766 513	38,50%

HIGH LEVEL CAPITAL BUDGET PERFORMANCE FOR NOVEMBER 2017



SOURCE

M	PAYMENT RATIO PER WARD - NOVEMBER 2017
---	--

Councillor	Ward	Registered Indigents	Billing	Income	% Payment to Billing
M Sebotsa	1	1012	2 450 922,68	1 060 679,80	43%
S E Tshabangu	2	249	954 036,06	31 906,86	3%
M P Kopela	3	389	6 684 692,70	5 647 629,49	84%
S J Liphoko	4	330	2 154 707,90	33 167,03	2%
P M I Molekoko	5	430	2 885 415,44	893 078,16	31%
B H Mahlumba	6	384	1 024 820,02	20 285,71	2%
N E Monjovo	7	563	1 631 177,05	41 787,86	3%
M D Masienyane	8	426	4 204 064,84	3 594 510,58	88%
H S Badenhorst	9	176	9 862 741,34	9 996 360,39	101%
S Ramafane	10	897	2 296 388,86	469 470,19	20%
V R Morris	11	286	1 948 931,68	329 073,91	17%
Z S Mashoeu	12	413	1 921 940,70	178 201,28	9%
T J Thelingoane	13	286	1 092 185,05	72 460,02	7%
M Chaka	14	899	1 810 721,35	43 486,03	2%
B Ntuli	15	527	2 066 760,37	124 819,25	6%
TS Mell	16	872	2 429 980,67	35 652,17	1%
T D Khetlpha	17	330	1 451 378,61	13 080,83	1%
N Moloi	18	432	1 035 915,17	38 940,79	4%
P Ramatsisa	19	767	1 819 862,06	88 820,90	5%
B Nkonka	20	668	1 521 237,29	104 789,92	7%
S Pholo	21	551	2 366 898,77	56 411,25	2%
I Pou	22	769	1 447 198,15	79 104,29	5%
K R Tlako	23	209	287 160,11	6 160,00	2%
M A Mphikeleli	24	0	340 073,16	4 100,00	1%
T D Nhlakulo	25	190	6 002 881,65	3 497 536,81	58%
S J Tsatsa	26	817	1 475 090,44	81 871,78	8%
M S Van Rooyen	27	173	6 860 205,58	5 558 907,26	81%
T Mosla	28	612	1 617 836,40	524 332,94	32%
D M Mafa	29	587	1 130 235,67	53 959,17	5%
M Molefi	30	346	2 028 678,96	114 638,81	6%
H A Mokhomo	31	147	1 143 632,75	50 551,32	4%
H T C Van Schalkwyk	32	353	34 073 406,51	30 784 014,94	90%
C Malherbe	33	195	4 318 272,51	1 151 462,77	98%
A Daly	34	278	7 256 432,28	6 070 277,17	84%
N R Manzana	35	300	4 670 096,03	3 398 712,41	73%
M J Kholhule	36	701	6 291 587,59	4 905 703,90	78%

Notes

1. Only approved indigents are captured on the system.

NOVEMBER 2017 - Payment per ward less than 80%

Councillor	Ward	Registered Indigents	Billing	Income	% Payment to Billing
M Sebotsa	1	1012	2 450 922,68	1 060 679,00	43%
T Mosia	28	612	1 617 836,40	524 332,94	32%
P M I Molekoko	5	430	2 885 415,44	893 078,16	31%
S Ramafane	10	897	2 296 388,86	469 470,19	20%
Z S Mostouci	12	113	1 921 940,70	178 201,28	9%
B Nkonka	20	668	1 521 237,29	104 789,92	7%
T J Thelingoane	13	286	1 092 185,05	72 460,02	7%
B Ntuli	15	527	2 066 760,37	124 819,25	6%
M Molefi	30	346	2 028 678,96	114 638,81	6%
S J Tsatsa	26	817	1 475 090,44	81 871,78	8%
I Pou	22	769	1 447 198,15	79 104,29	5%
P Ramatsisa	19	767	1 819 862,06	88 820,90	5%
D M Mafa	29	587	1 130 235,67	53 959,17	5%
H A Mokhomo	31	147	1 143 632,75	50 551,32	4%
N Moloi	18	432	1 035 915,17	38 940,79	4%
S E Tshabangu	2	249	954 036,06	31 906,86	3%
N E Monjovo	7	563	1 631 177,05	41 787,86	3%
M Chaka	14	899	1 810 721,35	43 486,03	2%
S Pholo	21	551	2 366 898,77	56 411,25	2%
K R Tlako	23	209	287 160,11	6 160,00	2%
B H Mahlumba	6	384	1 024 820,02	20 285,71	2%
S J Liphoko	4	330	2 154 707,90	33 167,03	2%
TS Mell	16	872	2 429 980,67	35 652,17	1%
M A Mphikeleli	24	0	340 073,16	4 100,00	1%
T D Khetlpha	17	330	1 451 378,61	13 080,83	1%

AGE ANALYSIS OF DEBTORS FOR THE MONTH NOVEMBER 2017

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	38 110 476	31 787 067	35 213 739	1 039 731 608					1 144 642 890
Electricity	42 497 872	14 984 901	14 253 525	219 316 881					291 053 179
Property Rates	23 945 584	12 032 893	8 067 727	289 417 138					343 483 143
Sewerage	15 084 878	11 923 730	11 602 888	409 013 514					447 625 110
Refuse	9 348 763	7 285 954	7 120 829	276 433 976					300 189 623
Housing (Rental)	1 101 160	1 020 148	1 059 795	60 403 562					63 584 663
Interest on arrear	5 820	6 270	521 456	3 594 638					4 128 184
Other	3 066 455,14	1 909 534,90	4 309 038,41	64 407 844					73 692 672
Total	133 161 110	80 950 296	82 169 098	2 372 319 161					2 668 599 665

AGE ANALYSIS OF CREDITORS FOR THE MONTH NOVEMBER 2017

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	49 074 850	49 428 715	46 476 698	76 970 914	1 471 112 240				1 693 065 415
Bulk Electricity - FBE	362 437	345 993	0	325 187	1 125 445				2 159 072
Bulk Electricity - Small Accounts	-	-	-	-	-	-	-	-	-
Bulk Water	55 393 510	49 468 574	52 345 934	50 249 170	0 734 946 149				1 842 404 337
PAYE deductions									-
VAT (output less input)									-
Pensions/Retirement									-
Loan repayments									-
Trade Creditors	24 415 547	10 198 222	18 297 549	13 098 028	22 071 181				86 073 537
Auditor General	2 234 262	2 047 153	73 493	479 131	9 062				4 843 091
Other									-
Total	131 480 606	111 478 557	115 196 674	141 122 438	3 229 264 077				3 728 542 453



MATJHABENG LOCAL MUNICIPALITY
MONTHLY REPORT
DECEMBER 2017

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 2017

TABLE 1	Actual For the Month (December 2017)	For Year to date (2017/2018)
All Grants Received	162 746 000	404 221 000
Actual Revenue Received	82 779 656	527 773 134
Actual Expenditure	217 886 217	898 249 693
Salaries	55 926 284	338 544 095
Water	55 000 000	143 859 649
Electricity	38 652 415	76 588 109
Other Expenditure	68 307 518	337 257 740
Sub-Total	27 639 439	35 744 541
Loan Redemptions	-	-
Net Surplus/(Deficit) before Capital Payments	27 639 439	35 744 541
MtG Payments	3 725 823	67 819 646
INEG Payments	-	882 659
WSIG Payments	-	2 198 641

Capital Assets procured - Equitable Share	263 731	2 588 120
Fleet & Equipment	-	27 300
Office convention/ Furniture	263 731	2 570 820

Not Surplus/(Deficit) after Capital Payments	23 649 886
--	------------

Table 1: The Municipality had a surplus of R23 649 886 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 2017)	For Year to date (2017/2018)
Total Billings	136 739 739	881 724 484
Less: Indigent Billing	3 383 641	20 770 184
Actual Billings	133 356 098	870 954 290
Actual Revenue Received	81 097 167	505 488 426
Consumer Revenue	71 374 350	458 031 337
Other	9 722 816	48 457 088
Grants & Subsidies	162 746 000	404 221 000

Pay rate for December 2017 (Billing)	81%
Total income percentage - December 2017	62%
Total income percentage - YTD	61%

The 'Actual Billings' figure reflects the amount invoiced to consumers for services consumed during the month of December 2017.

The 'Consumer Revenue' relates to revenue actually received from consumers during December 2017. However this revenue is for amounts billed to consumers during months prior December 2017.

'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 Tse
Compiled By

15/01/2018
Date

LB Williams
Reviewed By Manager Budget

15/01/2018
Date

T Pampati
Approved By Chief Financial Officer

15/01/2018
Date

	Budget for the month	Actual for the month	% Received	Budgeted for year to date	Actual for year to date	% Received	Budget 2017/2018	Projection of Revenue for rest of year
A ACTUAL REVENUE PER REVENUE SOURCE (S71(1)(a))								
Intergovernmental Transfers	46 916 000	162 746 000	346,39%	294 580 000	404 221 000	172,32%	562 992 000	562 992 000
Operational Grants - Equitable Share/FMG/EWPW/EEDG	33 888 000	131 210 000	88,07%	169 490 000	297 619 000	175,80%	406 776 000	405 776 000
Capital Grants - MIG/WSIG/INEG	13 018 000	31 536 000	242,25%	65 090 000	105 602 000	163,78%	156 216 000	153 216 000
Consumer Revenue and Assessment rates	123 466 305	71 374 350	57,81%	740 797 828	468 031 237	61,96%	1 481 395 656	912 062 674
Assessment Rates	23 271 014	22 240 659	95,57%	139 626 525	116 057 016	83,13%	279 252 170	232 134 053
Water	28 555 717	9 036 308	31,61%	171 538 300	55 272 637	32,60%	343 076 569	112 546 673
Electricity	52 208 010	33 480 619	64,02%	213 770 061	239 860 796	76,44%	627 540 121	479 727 582
Sewerage	12 312 308	4 039 665	32,81%	78 873 549	26 315 707	35,62%	147 747 658	52 537 413
Refuse Removal	6 998 256	3 576 650	56,82%	4' 989 534	17 514 982	41,71%	83 979 268	35 129 965
Other Revenue	25 290 912	10 037 554	39,69%	151 745 473	50 366 587	33,19%	303 490 946	100 733 173
Fines	1 672 340	269 67	15,49%	10 035 842	1 981 208	19,84%	20 077 683	3 982 416
Market	2 083 333	365 219	55,93%	12 800 000	8 033 233	65,27%	25 000 000	12 066 586
Rentals	2 500 000	515 631	20,56%	15 000 000	4 122 103	27,45%	30 000 000	8 244 205
Other	19 034 939	7 896 677	41,42%	114 209 632	38 272 853	33,48%	228 418 263	78 439 686
Interest	11 025 896	1 367 742	12,40%	66 155 379	21 375 210	32,31%	132 310 757	42 750 420
Interest - Debts	10 737 888	1 305 639	12,20%	64 427 326	23 191 262	31,34%	128 854 692	40 382 524
Interest - Investments	288 009	58 103	20,17%	1 726 053	1 183 348	66,51%	3 456 105	2 367 896
TOTAL	206 680 113	245 525 656	118,78%	1 193 278 680	531 994 134	78,10%	2 480 389 359	1 618 538 267

FINANCIAL REPORT: PERIOD ENDING DECEMBER 2017**A. PERFORMANCE: REVENUE BUDGET**

The following graph reflects the performance of the revenue budget for December 2017 and under-mentioned please find a more detailed explanation thereof.

1. OPERATING GRANTS AND SUBSIDIES

- Operational Grants consist of Equitable Share, FMG, EEDG and EPWP
- 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 2017 the projection for the full financial year will be approximately R 1 481 395 656 against the budgeted amount of R 912 062 674

3. OTHER REVENUE

Other revenue which includes fines indicate an income of approximately R 303 490 946 if the same method of projection is used.

4. INTEREST

Interest: In arrear accounts indicate an income of approximate R42 750 420 against the budgeted amount of R 132 310 757

Budget	Projected Income
562 992 000	562 992 000
1 481 395 656	912 062 674
303 490 946	100 733 173
132 310 757	42 750 420
TOTAL	2 480 389 359
	1 618 538 267

Total projected revenue for the 2017/2018 financial year based on the income for December 2017 and taken into consideration that grants are guaranteed income, the projected for the full year amounts to R1 618 538 267 against the budgeted amount of R 2 480 389 359

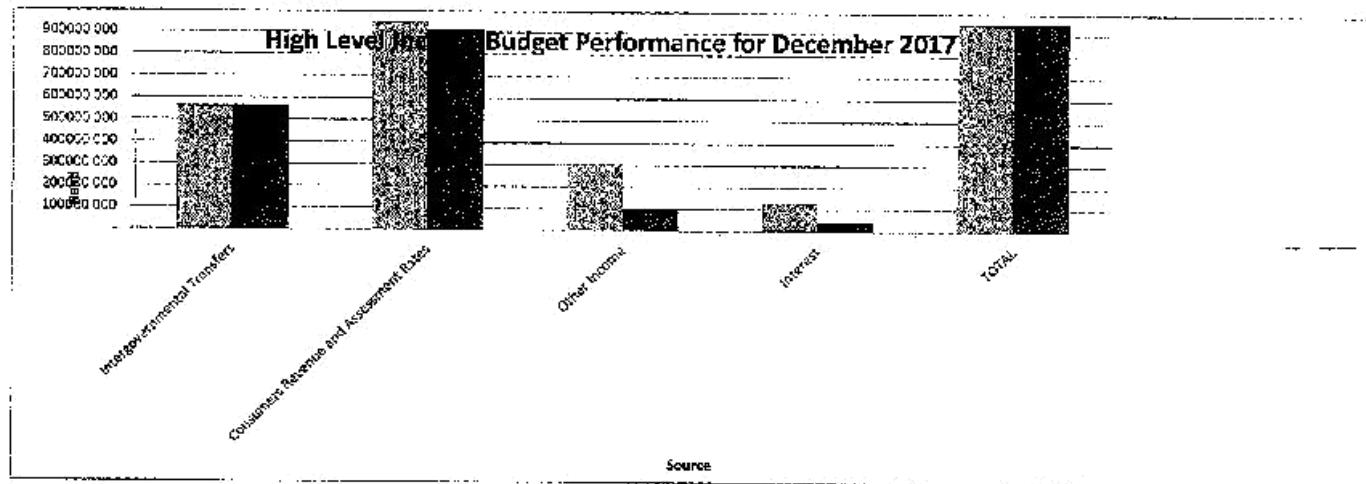
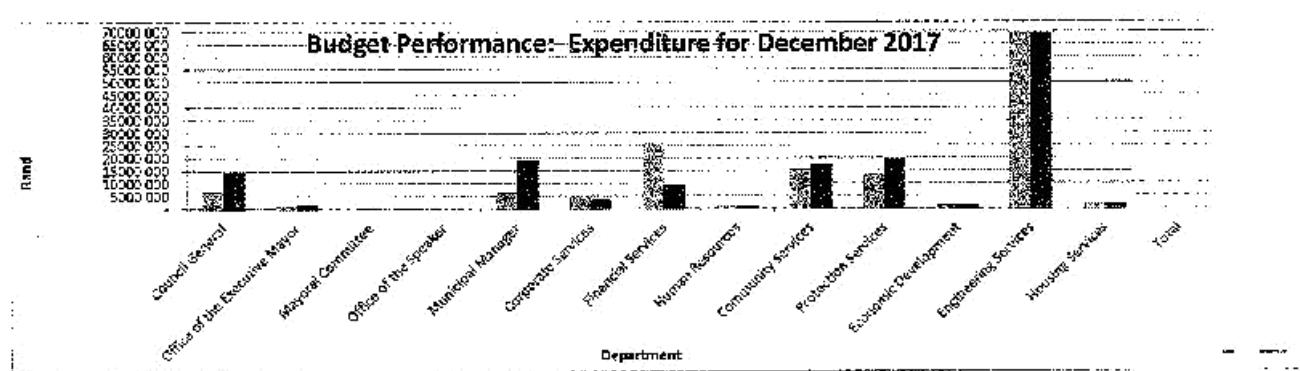


TABLE 4 [S71(1)(c), S71(2)(a), S71(3)] B ACTUAL EXPENDITURE PER VOTE [S71(1)(c)]	Budgeted for the month	Actual for the month	% Spend	Budgeted for year to date	Actual for year to date	% Spend	Budget 2017/2018	Projected Expenditure for rest of year
Council General	7 151 313	15 075 987	210.01%	42 907 878	84 275 125	197.81%	65 815 756	169 750 249
Office of the Executive Mayor	1 805 551	1 836 505	100.07%	7 832 307	12 728 211	162.48%	15 696 613	25 456 422
Office of the Speaker	207 414	5 942 659	2816.90%	1 244 485	10 895 287	875.50%	2 482 970	21 730 953
Municipal Manager	6 820 590	19 023 751	278.82%	40 923 541	65 770 298	180.71%	82 347 061	131 540 471
Corporate Services	4 909 883	3 612 572	73.58%	25 457 827	25 935 620	107.09%	58 913 633	51 311 269
Financial Services	26 359 259	10 030 365	38.52%	156 231 613	59 013 364	37.77%	312 471 235	118 026 568
Human Resources	1 327 174	1 064 172	81.69%	7 963 047	5 540 123	82.13%	15 926 393	15 030 325
Community Services	18 196 199	17 653 373	109.24%	97 175 837	138 588 976	111.71%	154 353 673	217 117 952
Protection Services	13 557 310	19 745 885	145.55%	81 343 663	97 872 147	120.07%	152 897 725	195 344 293
Economic Development	1 553 636	1 125 563	71.32%	6 581 817	10 371 140	105.23%	19 125 623	20 143 281
Engineering Services	112 501 288	120 812 243	107.39%	376 307 728	403 267 908	109.74%	1 360 015 456	806 535 816
Housing Services	949 148	1 962 158	107.06%	1 754 891	1 1 261 228	65.28%	23 509 781	22 402 465
TOTAL	193 568 472	217 886 217	112.56%	1 161 410 830	896 249 593	77.17%	2 322 821 658	1 792 458 186

5. EXPENDITURE

Total expenditure for year-to-date is 77.17% of the budgeted amount and the projection for the year based on the expenditure being R 1 782 489 186 against the budgeted amount of R 2 322 821 660.



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

Expenditure

Actual expenditure for the year-to-date is 22.83% 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 44.96% above the amount that was budgeted for the same period. This excludes grants to the amount of R 404 221 000.

Operating Revenue / Expenditure - December 2017

Actual Revenue Received excluding Grants	R 81 037 187
Actual Expenditure excluding Grants	R 217 886 217
Net cashflow	R -136 789 030

C SALARIES - DECEMBER 2017

SALARIES	Budgeted for the month	Actual Salaries for the month	Variance	Budgeted for year to date	Actual for year to date	Variance	Budget 2017/2018	Projected Expenditure for rest of year	Projected Expenditure for the year
General General	4 602 554	4 169 835	-55 139	47 815 329	48 513 262	+59 94%	53 230 546	43 570 352	57 036 102
Office of the Executive Mayor	113 242	74 761	-3 874	4 315 453	4 525 259	+46 88%	3 000 020	4 525 353	8 060 749
Officer in the Speaker	131 642	2 244 871	-1764 15%	751 091	5 195 511	+56 77%	1 583 162	3 195 011	10 381 231
Manager Manager	4 415 665	2 985 693	-12 374	25 493 674	32 045 463	+33 36%	52 987 141	37 549 493	55 258 376
Corporate SAy 28	5 315 072	5 300 955	-13 38%	20 914 42	21 428 343	+2 51%	46 426 821	21 428 343	42 928 607
Finance Services	4 231 516	4 515 723	+87 60%	25 365 235	28 180 871	+16 38%	50 776 585	28 180 871	56 961 960
Human Resources	1 385 021	1 083 172	-30 74%	7 126 122	8 646 227	+5 84%	14 268 253	8 646 227	12 924 853
Community Services	6 735 945	13 210 585	+23 15%	108 818 466	79 738 315	-28 637%	21 7 031 206	79 738 015	182 956 338
Projector Showers	10 334 055	8 575 307	-12 42%	69 800	63 485 360	-11 71%	21 016 306	63 485 360	137 326 992
Economic Development	1 598 350	1 061 310	-4 43%	6 368 752	8 275 351	+4 36%	13 877 203	8 275 351	13 546 733
Engineering Services	7 114 454	14 067 766	+61 13%	54 868 725	38 104 894	-51 11%	102 373 451	38 104 894	178 729 198
Housing Services	2 117 721	4 490 504	+10 13%	7 333 036	8 692 71	+9 83%	15 006 084	8 692 71	17 351 422
TOTAL	50 505 274	55 326 204	+5 03%	363 465 647	338 564 095	-4 22%	703 911 293	338 564 095	572 083 180

D SPENDING ON KEY & OTHER VOTES - DECEMBER 2017

KEY & OTHER VOTES	Budgeted for the month	Actual expenditure for the month	Actual for the year to date	Budgeted for 2017/2018	Balance remainder for year	Projected expenditure for the rest of the year
OG: B&A Project Management	228 028	916 395	5 266 456	17 877 854		
OG: Catering Services	226 023	256 293	1 192 516	2 752 516		
OG: Ward Management	226 023	4 744 209	1 888 040	14 761 328		
OG: Transport Services	226 023	94 187	54 425	1 929 119		
OG:PS: B&A Project Management + Accountants & Auditors	227 002	1 650 785	1 706 987	2 689 051		
OAPS: B&A Business & Finance Management	227 002	1 925 705	3 374 226	19 652 665		
OAPS: B&A Project Management - Revenue Management	227 002	3 215 230	87 485	540 183		
OAPS: Legal Cost Adv & Legal Action	227 002	316 657	11 980 077	29 902 652		
ODRTH: Maintenance of Equipment	228 023	9 832 213	11 324 070	37 211 925		
ODRTH: Selection & Security	228 023	1 341 387	9 136 497	28 614 607		
OD: Advertising Fees	223 023	63 333	278 911	1 734 314		
OD: Food & Beverage Creation	223 023	168 531	73 142	1 691 417		
OD: Fording & Publishing	223 0451	950 146	316 036	462 388		
OC: Professors, Edcs & Membership Fees	223 0452	565 323	-	3 314 066		
OC: System Access & Information Fees	223 0450	501 817	1 284 539	6 532 344		
OC: Uniforms & Protective Clothing	223 0450	4 161 133	159 356	4 523 551		
OC: Water	223 0451	1 742 366	3 789 326	20 729 557		
OV: Consumable Stores	223 0450	8 475 552	4 563 729	12 427 889		
TOTAL	38 727 315	53 749 252	213 873 232	464 722 782	250 751 590	427 946 005

MATJAHIBENG MUNICIPALITY - OVERTIME - DECEMBER 2017

OVERTIME	Month Budget	Actual	Variance	YTD Budget	YTD Actual	YTD Variance	Annual Budget
General General							
Office of the Executive Mayor							
Officer in the Speaker							
Manager Manager							
Corporate SAy 28							
Finance Services							
Human Resources							
Community Services							
Projector Showers							
Economic Development							
Engineering Services							
Housing Services							
TOTAL	3 423 765	5 822 654	+2 399 064	20 542 785	35 117 936	+14 575 170	42 036 526

	R	COMMENTS
1	ANGLOGOLD ASHANTI LTD	15 824 312: Busy with payment arrangement with mine
2	PUBLIC WORKS (HEALTH/HO	12 464 091: Payment received statements was send on follow up for balance
3	PHINDINDA PROPERTIES 169	9 205 913: Handed over to Municipal debt collectors/Tatenda
4	SEDIENG NG WATERAAD	9 046 512: Matter is currently handled with Municipal debt collectors/Tatenda. A reference attached
5	SEDIENG NG WATER	8 647 391: Matters currently handled with Municipal debt collectors/Tatenda. A reference attached
6	TDSI TECHNICAL COLLEGE	8 002 344: Client is doing settling rates matter given over to Municipal debt collectors/Tatenda
7	REAHOLA HOUSING ASSOCIA	6 299 658: No co motion, Council at matter are human settlement to give progress report
8	PRESIDENT STEVIE GOLD M.	5 851 506: Mine is having dispute with sewerage point busy sorting out
9	SENTRAL WES KOOPERASIE	5 536 590: Client is paying current accounts having dispute on rates and taxes. Current settlement proposal being department to review
10	PRESIDENT STEVIE MN. 1	3 577 258: Pending payments on mainly basic till account is paid in full
11	PUBLIC WORKS (HEALTH)	3 513 537: Payment received, statement/s was send on follow up for payment
12	PLATIN INC. ARE DEVELOPMENT	3 357 322: Maribane grocery, write off proposal handed over to EXCO
13	ANGLOGOLD ASHANTI	3 084 702: On schedule 22 (A) that is with legal for possible write off debt as was taken back by council
14	OPEN CHRISTIAN SCHOOL	3 006 017: NGO client is requesting write-off arrangement declined. Client to arrange meeting with QFQ and executive Mayor
15	ST ANDREWS SCHOOL WELKO	2 900 700: Client is disputing to pay due to open christian school. Management declined due to school is private funding
16	PUBLIC WORKS DEPT	2 834 546: Payment received statements was send on to follow up for clients
17	SRF 2315 (WELKOM) PTY	2 787 971: On d suspension list for 14 Jan 2016 if not, our law enforcement will be assisting
18	REPUBLIEK VAN SUID-AFRI	2 758 774: Statement was send to government for payment
19	PUBLIC WORKS (HEALTH/HO	2 741 915: Payment received statements was send on Follow up for balance
20	EFDEEL MIN	2 620 546: Mine is having dispute with sewerage point busy sorting out
21	HARMONY GOLD MINING CO	2 553 240: Mine is having dispute with sewerage point busy sorting out
22	FINOTAI FUND LTD	1 413 635: Current account
23	SRF 1210 WELKOM INVESTM	1 340 406: Proposal for write off to EXCO

24	THE NORTHERN FREE STATE	2 204 577	Client is not paying they requesting drought release. Client to arrange meeting with CFO and Executive Mayor
25	PITTAS S	2 203 627	Client overseas. Matter been given to S/municipal debt collectors/Treffecta) for further tracing purpose
26	BOYS SCOUTS	2 141 157	Or disconnection for 12-14 Jan 2019 if not cut law enforcement will be assisting
27	TIGER CONSUMER BRANDS	2 088 960	Current account
28	WELKOM LANDBOUWEENOTSKA	2 019 315	Property buyer taken back by council proposal to human settlement to review no feedback yet
29	4ZTOPROX PTY LTD	2 013 134	Spoke to director he is busy with negotiations with MM's offices
30	DEAS IH	1 963 644	Client handed over to Mafjubeng debt collectors/Treffecta) for further tracing
31	STEYN HA	1 395 033	Last message to client attorney to contact the municipality urgently
32	IAN TRUST	1 316 372	Client is not paying they requesting drought reistro. Client to arrange meeting with CFO and Executive Mayor
33	MOKGWAEBONE PRIMARY SCHOOL	1 066 204	Demand letters was send
34	PHINDANA PROPERTIES 169	1 022 454	Handed over to Municipal debt collectors/Treffecta)
35	EFIMOLA HOUSING ASSOCIATION	1 724 132	No collection. Council still have no human settlement to give progress report
36	NSA (EVANGELIC VIRGINIA)	1 688 188	Payment received statements was send on follow up for balance
37	PUBLIC WORKS (HOME AFFAIRS)	1 597 925	Payment arrangements made
38	PUBLIC WORKS DEPARTMENT	1 512 354	Payment received statements was send on follow up for balance
39	DEPON (KYM) LTD	1 390 251	Demand account needs to be written off
40	FRANCIS KP	1 529 307	Demand letters was send no feedback yet
41	PUBLIC WORKS PROINCIAL	1 274 117	Payment received statements was send on follow up for balance
42	FREESTATE SESETS CO	1 265 484	Given bank to council possible write back
43	LIFECARE PROPERTIES PTY	1 235 898	Client is not paying they requesting drought release. Client to arrange meeting with CFO and Executive Mayor
44	ST CATHERINE OF SIENA-K	1 162 324	Email was send to client no feedback yet church rates accounts
45	ANGLOGOLD ASHANTI LTD	1 177 579	On schedule 25 (b) that it will legal for possible write off debt as was taken back by council
46	PUBLIC WORKS (RHEEDER-PARK)	9 141 774	Payment received statements was send on follow up for balance
47	HANIPAK D INC	1 095 201	Demand letters was send
48	S-HELENA HOSPITAL PTY	1 075 153	Client paid settlement offer in financial year 2014/2015. Client is currently paying current accounts
49	MELDING H GH	1 058 579	Demand letters was send
50	ESKOM HOLDINGS LTD (ATT)	959 924	Demand letter will be send to Eskom Holdings for payment
TOTAL		168 386 967	

E	TOP 20 CREDITORS - DECEMBER 2017		
		R	COMMENTS
1.	Sedibeng Water	R 1 988 362 042	Sedibeng Water
2.	Eskom	R 1 743 276 726	Eskom
3.	Compensation Commissioner	R 15 939 464	Compensation Commissioner
4.	Jager Technologies	R 11 604 892	Meter Reading
5.	Auditor General	R 6 221 403	Auditor General
6.	Sedtrade	R 5 226 140	Streets Resealing
7.	Aqua Transport	R 3 842 430	Refuse Removal Trucks
8.	Sebenza Engineering Services	R 3 839 930	Refuse Removal Trucks
9.	Practicon Trading Enterprise	R 3 509 875	Protective Clothing
10.	Khabokedi Waste Management	R 3 420 874	Landfill Site Rehabilitation
11.	Man In One Security	R 3 298 746	Security Services
12.	Business Connexion	R 2 910 994	Solar
13.	Royal Haskoning DHV	R 2 661 619	Upgrading Klippan Pumpstation
14.	Eskom FBE	R 2 538 500	Free Basic Electricity
15.	Scheme Security	R 2 060 219	Security Services
16.	Marina Holdings	R 1 890 129	Valuation Roll
17.	WW Civils and Construction	R 1 461 726	Disconnection and Reconnection -Water
18.	Fezi Auditors and Consultants	R 1 456 865	AFS
19.	Tswana Hydraulics	R 1 326 904	Repairs and Maintenance-Fleet
20.	Syntell Networks	R 1 021 825	Prepaid Electricity Vending
	TOTAL	R 3 805 871 304	

F ACTUAL CAPITAL EXPENDITURE PER VOTE

TABLE 6 -- (S71(1)(d))	Capex for December 2017	Capex year to date
Council General	263 731	2 570 820
Office of the Executive Mayor	-	-
Mayoral Committee	-	-
Office of the Speaker	-	-
Municipal Manager	-	-
Corporate Services	-	-
Financial Services	-	-
Human Resources	-	-
Community Services	524 532	14 208 652
Protection Services	-	-
Economic Development	126 487	4 010 765
Engineering Services	2 771 803	52 138 528
Mechanical Workshop	-	27 300
	3 989 553	73 758 065

Budget 2017/2018	Amount Available
10 000 000	7 429 180
-	-
-	-
-	-
-	-
2 526 000	-11 683 052
-	-
3 114 000	-1 696 766
156 577 000	103 438 472
10 000 000	9 972 700
181 218 000	107 459 835

G AMOUNT OF ANY ALLOCATIONS RECEIVED

	Funds Received for the month	Funds Spent during the month
MIG/LDM/Sundry	28 536 000	3 726 823
Equitable Share	131 210 000	131 210 000
MSIG	-	-
FMG	-	86 462
EPWP	-	138 577
EEDG	-	-
WSIG	-	-
INEG	3 000 000	-
	162 746 000	135 158 861

Funds Received year to date	Funds Spent year to date	Amount Available
77 602 000	67 819 545	9 782 155
295 221 000	295 221 000	0
-	-	-
2 145 000	1 659 978	485 022
250 000	233 805	16 195
-	-	-
24 000 000	2 188 641	
5 000 000	882 659	
404 221 000	368 018 627	10 283 673

H 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.

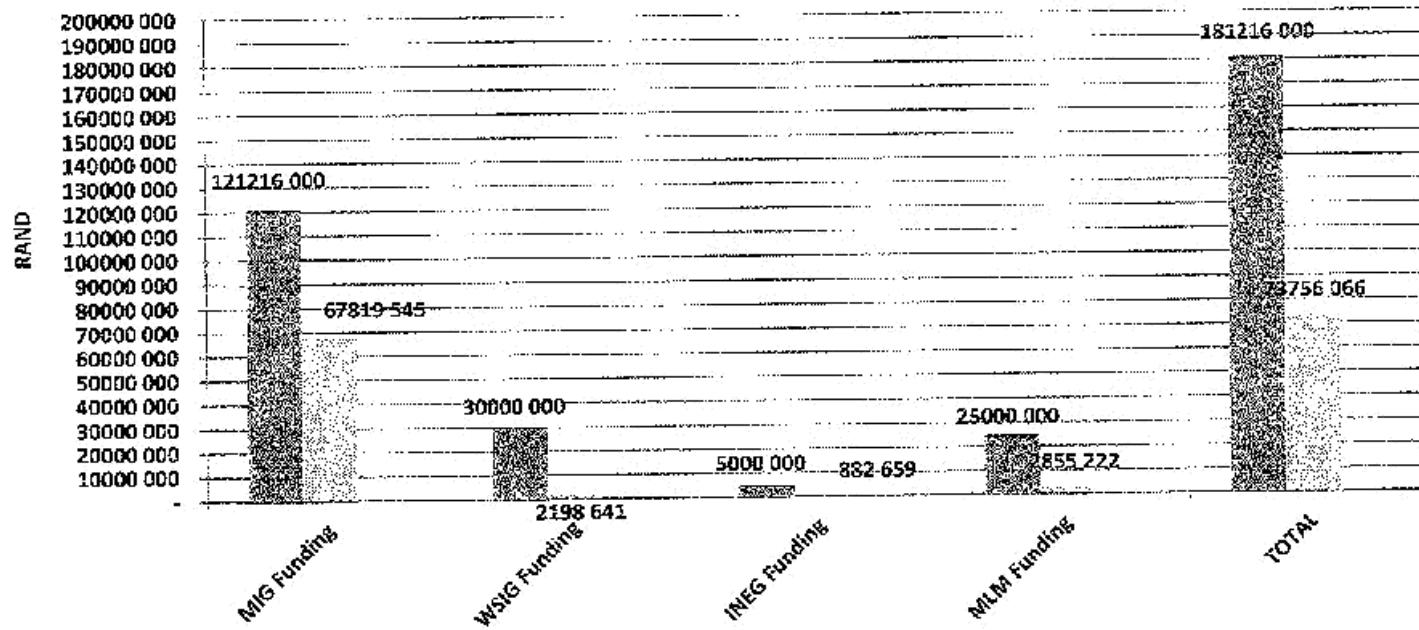
Not Applicable

I BANK ACCOUNTS

Name of Account	Dec-17
ABSA Main Account	-311 761
Market Account	1 183 460
	871 689

	2017/2018 Budget	Year to date Expenditure	
MIG Funding	121 216 000	67 819 545	55,95%
WSIG Funding	30 000 000	2 198 641	7,33%
INEG Funding	5 000 000	882 659	17,65%
MLM Funding	25 000 000	2 855 222	11,42%
TOTAL	181 216 000	73 756 066	40,70%

HIGH LEVEL CAPITAL BUDGET PERFORMANCE FOR DECEMBER 2017



SOURCE

M	PAYMENT RATIO PER WARD - DECEMBER 2017
---	--

Councillor	Ward	Registered Indigents	Billing	Income	% Payment to Billing
M Sobotsa	1	1098	1 221 704,56	1 530 290,00	125%
S E Tshabangu	2	310	959 354,05	85 179,71	9%
M P Kopela	3	426	8 910 889,71	5 450 998,56	79%
S J Liphoko	4	331	2 061 074,16	263 298,46	13%
P M I Molekoko	5	430	2 982 184,02	982 536,81	33%
B H Mahlumiba	6	388	992 032,58	112 010,45	11%
N E Manjovo	7	563	1 567 328,12	136 263,41	9%
M D Maslenyane	8	491	4 602 574,40	3 107 047,20	68%
H S Badenhorst	9	102	10 360 880,00	8 910 027,23	86%
S Remalefane	10	602	2 301 987,60	480 163,10	21%
V R Morris	11	303	2 002 757,85	331 634,60	17%
Z S Moshoeshoe	12	415	1 803 420,05	164 850,67	9%
T J Thelingoane	13	288	1 071 127,12	172 043,36	16%
M Chaka	14	902	1 790 924,41	26 312,24	1%
B Ntuli	15	527	2 347 332,60	367 683,21	16%
TS Meli	16	873	2 073 710,99	23 606,36	1%
T D Khalipha	17	331	1 437 921,47	15 157,75	1%
N Moloi	18	432	1 580 816,46	161 700,77	11%
P Ramatsiso	19	767	1 832 697,87	287 760,01	16%
B Nkonka	20	670	2 064 878,15	307 394,81	15%
S Pholo	21	552	2 467 276,99	185 705,38	8%
J Poo	22	769	1 540 617,14	183 018,28	12%
K R Tlake	23	209	289 147,31	520,00	0%
M A Mphikeleli	24	0	339 998,17	4 210,00	1%
T D Nithako	25	207	5 864 017,28	3 369 706,10	67%
S J Tsatsa	26	827	1 334 302,70	347 587,02	26%
M S Van Rooyen	27	180	7 048 702,23	4 726 413,91	67%
T Moela	28	613	1 555 877,63	492 911,50	32%
D M Mafo	29	588	1 285 926,76	44 065,17	3%
M Molefi	30	346	2 020 294,93	112 482,27	6%
H A Mukhomlo	31	148	1 088 378,45	285 524,28	26%
H T C Van Schelwyk	32	370	33 553 468,04	31 187 532,26	93%
G Malherbe	33	209	4 692 330,32	3 587 760,47	78%
A Daly	34	307	6 709 207,61	5 496 956,89	81%
N R Manzana	35	305	4 619 387,27	3 117 082,60	67%
M J Kholohule	36	709	6 480 091,17	4 764 163,20	74%

Notes

1. Only approved Indigents are captured on the system.

DECEMBER 2017 - Payment per ward less than 50%

Councillor	Ward	Registered Indigents	Billing	Income	% Payment to Billing
P M I Molekoko	5	130	2 982 184,02	982 536,81	33%
T Mosia	28	613	1 555 877,63	492 911,50	32%
H A Mukhomlo	31	148	1 088 378,45	285 524,28	26%
S J Tsatsa	26	827	1 334 302,70	347 587,02	26%
V R Morris	11	303	2 002 757,85	331 634,60	17%
T J Thelingoane	13	288	1 071 127,12	172 043,36	16%
P Ramatsiso	19	767	1 832 697,87	287 760,01	16%
B Ntuli	15	527	2 347 332,60	367 683,21	16%
B Nkonka	20	670	2 064 878,15	307 394,81	15%
S J Liphoko	4	331	2 061 074,16	263 298,46	13%
J Poo	22	769	1 540 617,14	183 018,28	12%
N Moloi	18	432	1 580 816,46	161 700,77	11%
B H Mahlumiba	6	388	992 032,58	112 010,45	11%
Z S Moshoeshoe	12	415	1 803 420,05	164 850,67	9%
S E Tshabangu	2	310	959 354,05	85 179,71	9%
N E Manjovo	7	563	1 567 328,12	136 263,41	9%
S Pholo	21	552	2 467 276,99	185 705,38	8%
M Molefi	30	346	2 020 294,93	112 482,27	6%
D M Mafo	29	588	1 285 926,76	44 065,17	3%
M Chaka	14	902	1 790 924,41	26 312,24	1%
M A Mphikeleli	24	0	339 998,17	4 210,00	1%
TS Meli	16	873	2 073 710,99	23 606,36	1%
T D Khalipha	17	331	1 437 921,47	15 157,75	1%
K R Tlake	23	209	289 147,31	520,00	0%

AGE ANALYSIS OF DEBTORS FOR THE MONTH DECEMBER 2017

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	31 024 357	24 443 997	24 772 995	28 945 331	35 327 727	57 235 621	154 474 102	870 599 047	926 823 177
Electricity	41 250 700	13 113 385	10 810 266	12 124 007	11 242 345	10 848 946	37 027 347	120 099 995	256 025 990
Property Rates	19 146 069	7 785 632	6 447 482	6 128 312	5 949 920	6 675 333	30 290 450	166 739 804	249 163 002
Sewerage	12 684 578	9 551 795	9 236 253	9 126 516	9 356 819	9 512 950	57 294 670	240 656 154	357 621 735
Refuse	7 702 684	5 681 419	5 475 683	5 431 101	5 574 355	5 689 510	37 158 615	165 249 690	237 943 068
Housing (Rental)	1 045 634	988 617	932 627	990 942	855 614	858 905	5 073 088	48 483 717	59 227 545
Interest on arrear	14 939 466	14 305 164	13 878 014	13 145 360	12 948 189	12 806 284	82 968 213	435 271 390	600 162 031
Other	1 364 837	1 389 625	959 964	3 782 652	613 019	2 324 603	8 100 708	11 989 057	28 524 325
Total	129 056 325	77 239 635	72 622 283	79 676 221	81 868 183	105 952 153	410 387 255	1 759 288 853	2 716 090 913

AGE ANALYSIS OF CREDITORS FOR THE MONTH DECEMBER 2017

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	50 211 311	-	49 074 850	49 428 715	1 594 561 851	-	-	-	1 743 276 726
Bulk Electricity - FBE	379 428	-	362 437	345 993	1 125 445	-	-	-	2 213 303
Bulk Electricity - Small Accounts	-	-	-	-	-	-	-	-	-
Bulk Water	45 957 705	55 393 610	49 468 574	52 346 934	1 785 195 313	-	-	-	1 988 362 042
PAYE deductions	-	-	-	-	-	-	-	-	-
VAT (output less input)	-	-	-	-	-	-	-	-	-
Pensions/Retirement	-	-	-	-	-	-	-	-	-
Loan repayments	-	-	-	-	-	-	-	-	-
Trade Creditors	28 424 890	9 080 634	10 353 018	11 008 065	25 506 565	-	-	-	84 372 972
Auditor General	1 378 312	2 234 282	2 047 153	73 483	479 131	9 052	-	-	6 221 423
Other	-	-	-	-	-	-	-	-	-
Total	126 351 445	66 708 427	111 306 032	113 203 200	3 406 868 311	9 052	-	-	3 824 446 466



**MATSHABENG 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 2017

TABLE 1	Budget for the three months	Actual for the three months
Revenue	479 349 840	265 603 840
Intergovernmental Transfer	140 748 000	173 486 000
Total Income	620 097 840	439 099 840
Expenditure	580 705 415	431 222 971
Salaries	176 727 823	189 372 664
Water	109 658 301	70 000 000
Electricity	103 016 971	40 778 776
Other/Stationery, Telephone	191 104 320	151 071 631
Net Surplus/(Deficit) before Capital payments	39 381 926	7 875 879

(1)

MIG Payments	33 988 534
INEG Payments	-
WSIG Payments	-

(2)

Capital Assets procured - Equitable Share	1 717 992
Fleet & Equipment	27 300
Office Convention / Furniture	1 680 692
Net Surplus/(Deficit) after Capital payments	-27 810 656

Table 1 indicates that the actual amount received is below the amount paid for the quarter by R -27 810 656. The Municipality incurred more expenditure than amount received for three months period ending December 2017.

1. Only R431 222 971 was spent from the total budget of R580 705 415

2. There was an over-spending of MIG payments of R 3 665 534 for the quarter

TABLE 2	Actual for the three months
Total Billings	417 390 651
Less: Indigent Billing	9 807 472
Actual Collectable Billing	407 583 180
Actual Revenue Received	260 873 743
Consumer Revenue	238 355 746
Other	22 517 997
Grants & Subsidies	173 496 009
Pay rate for Second Quarter (Billing)	64%
Total income percentage - Second Quarter	65%

(1)

(2)

(3)

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. 53% was collected on Consumer Revenue out of the Actual Collectable Billing.

3. "Other Revenue" relates to items such as Interest on debtors, Rentals etc. billed for the reporting period.

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

MT Title _____
Compiled By _____

15/01/2018
Date

Lindsey Williams
Reviewed By _____

(S) 15/01/2018
Date

Thabo Panyani
Approved By _____

15/01/2018
Date

MATJHABENG MUNICIPALITY
THREE MONTHS (October - December 2017) REVENUE AND EXPENDITURE RESULTS AGAINST BUDGET

TABLE 3**REVENUE RESULTS AGAINST BUDGET**

Description	Budget for the three months	Actual for the three months	Notes
Intergovernmental Transfer	140 748 000	173 496 000	1
Operational Grants - Equitable Share/FMG/EPWP/EEDG	101 694 000	131 460 000	
Capital Grants - MIG/WSIG/NEG	39 054 000	42 036 000	
Consumer Revenue & Assessments Rates	370 398 914	236 355 746	2
Other Revenue & Interest	108 950 426	27 248 094	3
	620 097 340	439 099 840	

Table 5 A contains the actual revenue by source.

Notes

1. Intergovernmental Transfer consist of Operational Grants and Capital Grants
2. The consumer revenue and assessment rates have a variance of R 132 043 168 this is due to lack of payment from consumers.
3. The Other Revenue includes interest on arrear accounts. The other revenue has a variance of R 81 702 332 against the budget.

TABLE 4

EXPENDITURE RESULTS AGAINST BUDGET

Description	Budget for the three months	Actual for the three months	Notes
Salaries	176 727 623	169 372 564	1
Water	109 856 301	70 000 000	2
Electricity	103 016 971	40 778 778	3
Other Expenditure	191 104 320	151 071 631	4
Total	580 705 415	431 222 971	
MIG Payments	30 304 000	33 969 534	5

Notes

1. The actual amount paid for salaries is less than the budget amount for the three months with a variance of R 7 355 259
2. The variance of water against the budgeted amount is R 39 856 301
3. The variance in electricity against the budgeted amount is R 62 238 195 and this is due to financial constraints. The municipality has an arrangement with Eskom, the outstanding balance are settled with the EQS allocation by installments.
4. The budget for other expenditure is more than the actual with R 40 032 699 This expenditure is based on the cash flow.
5. MIG payments at end of December 2017 for a three month period amount to R 33 969 534

Table 5 B contains the Actual Expenditure by vote.

		Budget for the Year	Budget for the three months	Actual for the three months
A	TABLE 5A -- [S71(1)(a), S71(2)(a), S71(3)]			
	ACTUAL REVENUE PER REVENUE SOURCE [S71(1)(a)]			
	Intergovernmental Transfers	562 992 000	140 748 000	173 496 000
	Operational Grants - Equitable Share/FMG/EPWP/EEDG	406 776 000	101 694 000	131 460 000
	Capital Grants - MIG/WSIG/INEG	156 218 000	39 054 000	42 036 000
	Consumer Revenue and Assessment rates	1 481 595 656	370 398 914	238 355 746
	Assessment Rates	279 252 170	69 813 043	65 999 893
	Water	343 076 599	85 769 159	29 705 726
	Electricity	627 540 121	156 885 030	121 437 505
	Sewerage	147 747 698	36 936 825	12 352 307
	Refuse Removal	83 979 068	20 994 767	8 890 315
	Other Revenue & Interest	435 881 703	108 950 426	27 248 094
	Fines	20 071 683	5 017 921	823 388
	Market	25 000 000	6 250 000	3 530 085
	Rentals	30 000 000	7 500 000	2 128 181
	Other	228 418 263	57 104 816	16 459 882
	Interest - Debtors	128 854 852	32 213 663	3 929 934
	Interest - Investments	3 456 105	864 026	276 845
	TOTAL	2 480 389 359	620 087 340	439 099 840
B	TABLE 5B [S71(1)(c), S71(2)(a), S71(3)]			
	ACTUAL EXPENDITURE PER VOTE [S71(1)(c)]			
	Budget for the Year	Budget for the three months	Actual for the three months	
	Council General	85 815 756	21 453 939	38 086 632
	Office of the Executive Mayor	15 666 613	3 916 653	5 098 944
	Office of the Speaker	2 488 970	622 243	5 534 567
	Municipal Manager	81 847 081	20 481 770	32 859 042
	Corporate Service	58 915 653	14 728 913	13 480 766
	Financial Services	312 471 226	78 117 806	29 626 286
	Human Resources	15 926 093	3 981 523	3 272 976
	Community Services	194 353 673	48 538 418	55 321 432
	Protection Services	162 687 725	40 871 931	43 839 770
	Economic Development	18 123 653	4 780 908	6 682 880
	Engineering Services	1 350 015 456	337 503 864	189 381 720
	Housing Services	23 509 781	5 877 445	5 038 958
	TOTAL	2 322 821 659	580 705 415	431 222 971

C

SALARIES - October - December 2017

SALARIES	Budget for the Year	Budgeted for 3 months	Actual for the three months	Projected Expenditure for rest of year
Council General	55 230 646	13 807 662	9 457 118	37 828 471
Office of the Executive Mayor	8 630 903	2 157 726	2 274 964	9 099 855
Office of the Speaker	1 582 182	395 546	2 697 333	10 789 331
Municipal Manager	52 987 141	13 246 785	8 924 426	35 697 702
Corporate Service	45 826 861	11 457 215	10 987 745	43 850 979
Financial Services	50 778 588	12 694 647	13 741 583	54 966 332
Human Resources	14 256 253	3 564 063	3 220 219	12 880 875
Community Services	217 631 389	54 407 847	39 304 561	157 218 244
Protection Services	121 618 309	30 404 577	27 438 302	109 753 206
Economic Development	13 187 503	3 296 876	3 104 389	12 417 557
Engineering Services	109 373 451	27 343 383	44 001 167	176 004 668
Housing Services	15 806 089	3 951 517	4 220 759	16 883 036
TOTAL	706 911 293	176 727 823	155 372 564	577 490 235

D

OVERTIME - October - December 2017

OVERTIME	Budget for the Year	Budgeted for 3 months	Actual for the three months	Projected Expenditure for rest of year
Council General				-
Office of the Executive Mayor				-
Office of the Speaker	642 750	160 688	917 670	3 670 680
Municipal Manager	314 286	78 572	108 365	433 459
Corporate Service	455 321	113 830	245 064	980 257
Financial Services	1 130 237	282 559	622 780	2 491 120
Human Resources	8 038	2 010	37 912	151 648
Community Services	15 486 812	3 871 703	5 398 886	21 595 543
Protection Services	6 041 548	1 510 387	2 653 642	10 614 589
Economic Development	17 093	4 273	20 561	82 243
Engineering Services	16 855 522	4 213 881	8 516 488	34 086 852
Housing Services	133 929	33 482	55 728	222 911
TOTAL	41 085 536	10 271 384	18 577 096	74 308 382

The municipal budget is compiled in line with the National Treasury GFS classifications. The objective of this is to ensure a standardised budget structure that all municipalities will use.

TOP TWENTY (20) OUTSTANDING DEBTORS

DEBTORS - DECEMBER 2017			
	R		COMMENTS:
1	ANGLOGOLD ASHANTI LTD	19 584 312	Busy with payment arrangement with mine
2	PUBLIC WORKS (HEALTH) HO	12 484 034	Payment received statements was send on follow up for balance
3	PHINDANA PROPERTIES 168	9 205 913	Handed over to Municipal debt collectors (Tribeka)
4	SEDIENG WATERRAAD	8 036 817	Matters currently handled with Municipal debt collectors (Tribeka) 1 reference attached
5	SEDIENG WATER	8 647 381	Matters currently handled with Municipal debt collectors (Tribeka) 1 reference attached
6	TOSA TECHNICAL COLLEGE	8 093 344	Client is disputing rates matter given over to Municipal debt collectors (Tribeka)
7	REAHOLA HOUSING ASSOCIA	6 253 658	No collection. Campaign of master are human settlement to give progress report
8	PRESIDENT STEYN GOLD MI	5 851 596	Mine is having dispute with sewerage point busy sorting out
9	SENTRAL WES KOOPERASIE	5 536 990	Client is paying current accounts having dispute on rates and taxes current settlement proposed logo department to rev 8w
10	PRESIDENT STEYN MYN	3 577 268	Receiving payments on monthly basis till account is paid in full
11	PUBLIC WORKS (HEALTH)	3 513 587	Payment received, statements was send on follow up for balance
12	FLAMINGO LAKE DEVELOPMENT	3 337 322	Mathabeng property, write off proposal handed over to EXCO
13	ANGLOGOLD ASHANTI	3 034 702	On schedule 29 (A) that is with legal for possible write off debt as was taken back by council
14	EDEN CHRISTELIKE BEDIEN	3 006 017	NGO client is requesting write off management declined. Client to arrange meeting with CFC and executive Mayor
15	ST ANDREWS SCHOOL WELKOM	2 900 706	Client is disputing to pay due to been christian school. Management decline due to school is private funding
16	PUBLIC WORKS DEPT	2 884 585	Payment received statements was send on follow up for balance
17	ERF 2516 WELKOM (PTY)	2 787 971	On disconnection list for 14 Jan 2018 if not cut law enforcement will be assisting
18	REPUBLIEK VAN SUID AFRI	2 758 774	Statement was send to government for payment
19	PUBLIC WORKS (HEALTH) HO	2 741 916	Payment received statements was send on follow up for balance
20	ERFDEEL MYN	2 628 848	Mine is having dispute with sewerage point busy sorting out
	TOTAL	R 116 192 102	

E TOP TWENTY (20) OUTSTANDING CREDITORS

CREDITORS - DECEMBER 2017			
		R	COMMENTS:
1	Sedibeng Water	1 988 362 042	Sedibeng Water
2	Eskom	1 743 276 726	Eskom
3	Compensation Commissioner	15 939 464	Compensation Commissioner
4	Jagex Technologies	11 804 892	Meter Reading
5	Auditor General	6 221 403	Auditor General
6	Seditrade	5 226 140	Streets Re sealing
7	Aqua Transport	3 842 430	Refuse Removal Trucks
8	Scbenza Engineering Services	3 839 630	Refuse Removal Trucks
9	Practicon Trading Enterprise	3 509 876	Protective Clothing
10	Khabokedi Waste Management	3 430 874	Landfill Site Rehabilitation
11	Man In One Security	3 208 746	Security Services
12	Business Connexion	2 910 994	Solar
13	Royal Haskoning DHV	2 661 619	Upgrading Klaan Pumpstation
14	Eskom FBE	2 508 500	Free Basic Electricity
15	Scheme Security	2 080 219	Security Services
16	Manne Holdings	1 890 129	Valuation Roll
17	WW Civics and Construction	1 461 726	Disconnection and Reconnection -Water
18	Fezi Auditors and Consultants	1 456 865	AFS
19	Tswana Hydraulics	1 326 904	Repairs and Maintenance-Fleet
20	Syntell Networks	1 021 825	Prepaid Electricity Vending
	TOTAL	R 3 805 871 304	

F ACTUAL CAPITAL EXPENDITURE PER VOTE

TABLE 6 – [S71(1)(d)]		Capex for three months
Council General	R	1 690 692
Office of the Executive Mayor	R	-
Mayoral Committee	R	-
Office of the Speaker	R	-
Municipal Manager	R	-
Corporate Services	R	-
Financial Services	R	-
Human Resources	R	-
Community Services	R	8 243 417
Protection Services	R	-
Economic Development	R	2 208 175
Engineering Services	R	23 517 941
Mechanical Workshop	R	27 300
	R	35 687 525

G AMOUNT OF ANY ALLOCATIONS RECEIVED

TABLE 7 – [S71(1)(e), S71(1)(f)]		Funds Received for three months	Funds Spent for three months
MIG/LDM/Sundry	R	28 536 000	R 33 969 534
Equitable Share	R	131 210 000	R 131 210 000
MSIG	R	-	R -
FMG	R	-	R 515 321
EPWP	R	250 000	R 233 805
EEDG	R	-	R -
WSIG	R	9 000 000	R -
INEG	R	4 500 000	R -
Total		173 496 000	165 928 659

Table 6

ACTUAL BILLING BY SOURCE AGAINST ACTUAL RECEIPTS FOR THE THREE MONTHS PERIOD AS AT DECEMBER 2017									
SOURCE	Oct-17 proj.	Actual	% Collected	Nov-17 proj.	Actual	% Collected	Dec-17 proj.	Actual	% Collected
Assessment rates	24 028 351	26 694 585	111,10%	23 901 056	17 064 669	71,40%	23 720 954	22 240 639	93,76%
Water	31 746 632	10 048 877	31,65%	29 487 946	10 620 542	36,02%	27 108 471	9 036 308	33,33%
Electricity	47 729 758	47 029 756	98,53%	41 597 698	40 897 130	98,32%	41 468 220	33 480 619	80,74%
Sanitation	13 241 834	3 762 303	28,34%	15 023 508	4 560 109	30,35%	15 030 920	4 039 895	26,88%
Refuse removal	9 496 436	3 047 124	32,09%	9 408 384	3 288 301	34,72%	9 457 873	2 576 890	27,25%
Fines	1 672 640	369 153	22,07%	1 672 640	295 048	17,64%	1 672 640	259 167	15,49%
Market	2 083 333	1 118 769	53,70%	2 083 333	1 046 097	50,21%	2 083 333	1 365 219	65,53%
Rentals	2 500 000	785 049	30,60%	2 500 000	846 531	33,86%	2 500 000	516 601	20,66%
Other	19 034 939	4 988 178	26,21%	19 034 939	3 575 127	18,78%	19 034 939	7 896 577	41,42%
Interest	11 025 896	1 437 339	13,04%	11 025 896	1 385 609	12,57%	11 025 896	1 367 742	12,40%
TOTAL REVENUE	162 559 820	95 261 132	61,06%	155 735 400	83 557 163	53,65%	153 103 247	82 778 646	54,07%

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

QUARTERLY PROJECTIONS OF REV AND EXP BY STANDARD CLASSIFICATION (GFS Classification by NT)						
STANDARD CLASSIFICATION DESCRIPTION	Quarter ending 31 December 2017					
	PROJECTED OPEX R'000	PROJECTED REV R'000	PROJECTED CAPEX R'000	ACTUAL OPEX R'000	ACTUAL REV R'000	ACTUAL CAPEX R'000
A	B	C	D	E	F	G
Executive and Council	330 316 735	710 810 318	6 762 765	82 579 184	177 702 679	1 690 392 (1)
Finance and Admin	118 501 144	343 959 437	-	29 625 286	85 989 839	-
Corporate	53 923 063	-	-	13 460 765	-	-
Human Resource	13 091 903	-	-	3 272 978	-	-
Planning and Dev	26 731 521	-	8 632 699	6 682 880	-	2 206 175
Housing	20 155 832	8 512 722	-	5 038 958	2 128 181	-
	46 887 363	8 512 722	8 632 699	28 475 575	2 128 181	2 206 175
Community & Social Services	52 063 292	-	-	13 015 823	-	-
Sports and Recreation	75 933 980	-	32 973 670	18 983 405	-	8 243 417
Environmental Health	3 307 432	-	-	826 658	-	-
Public Safety and Transport	183 859 078	3 693 472	-	45 838 770	823 366	-
Refuse Removal	89 981 024	35 561 258	-	22 495 256	8 890 315	-
	404 644 806	39 254 730	32 973 670	101 161 202	9 813 683	8 243 417
Admin	23 661 148	-	94 071 764	5 815 287	-	23 517 941
Water	383 582 336	118 622 906	-	95 895 584	29 705 728	-
Waste Management	86 928 444	49 409 228	-	21 732 111	12 352 307	-
Electricity	212 482 376	485 630 021	-	53 120 594	121 407 505	-
Mechanical Engineering	9 905 898	-	-	2 478 474	-	-
Road Transport	40 966 680	-	-	10 241 870	-	-
	757 526 880	653 862 154	94 071 764	189 381 720	163 466 539	23 517 941
GRAND TOTAL	1 711 799 981	1 756 399 362	142 640 900	431 222 971	438 098 846	35 669 225

The above table indicates the quarterly projections of revenue and expenditure per standard classification (GFS classification) for the quarter ending 31 December 2017. Column A contains the classification description, column B,C,D provides the projected operating expenditure, revenue and capital expenditure for the 3 months. Column E, F, G is the actual expenditure, revenue and capital expenditure.

(1) All cost for Mayor, councillor, committee and municipal manager expenses. The income include Equitable Share and Interest income.

PAYMENT RATIO PER WARD - October - December 2017

Councillor	Ward	Registered Indigents	Billing	Income	% Payment to Billing
M Sebotsa	1	1098	6 291 734,24	4 157 877,21	66%
S E Tshabangu	2	310	2 862 301,31	207 397,77	7%
M P Kopela	3	425	21 033 740,80	18 134 697,50	86%
S J Liphoko	4	331	6 358 123,16	544 587,49	9%
P M I Molelekoa	5	430	8 909 381,18	2 794 417,82	31%
B H Mahlumba	6	388	2 980 414,98	253 539,07	9%
N E Monjovo	7	563	4 802 716,11	342 183,15	7%
M D Masienyane	8	491	13 621 204,74	9 905 869,43	73%
H S Badenhorst	9	192	31 334 978,64	30 395 283,89	97%
S Ramalefane	10	902	6 967 550,13	1 573 822,94	23%
V R Morris	11	303	6 028 811,98	1 089 316,21	18%
Z S Moshoeu	12	415	5 514 270,72	499 851,12	9%
T J Thelingoane	13	286	3 271 592,34	419 673,88	13%
M Chaka	14	902	5 469 726,28	111 587,29	2%
B Ntuli	15	527	6 785 344,23	940 524,08	14%
TS Meli	16	873	6 917 591,93	119 909,07	2%
T D Khalipha	17	331	4 403 900,99	55 381,70	1%
N Moloja	18	432	4 158 397,40	420 229,04	10%
P Ramatisa	19	767	5 706 314,02	700 143,44	12%
B Nkonka	20	670	5 500 825,46	633 263,25	12%
S Pholo	21	552	7 236 606,27	411 548,24	6%
I Poo	22	769	4 509 788,19	463 664,12	10%
K R Tlake	23	209	861 465,59	7 460,00	1%
M A Mphikeleli	24	0	1 018 722,68	12 460,00	1%
T D Nthako	25	207	17 927 549,81	11 122 274,41	62%
S J Tsatsa	26	827	4 229 173,89	835 421,10	20%
M S Van Rooyen	27	180	20 879 210,52	16 466 776,57	79%
T Mosia	28	613	4 824 121,48	1 594 796,10	33%
D M Mafa	29	588	3 708 871,49	151 635,99	4%
M Malefi	30	348	6 097 799,69	348 839,40	6%
H A Mokhomo	31	148	3 395 249,64	667 986,72	20%
H T C Van Schalkwyk	32	370	104 851 158,70	98 067 353,87	94%
C Malherbe	33	209	14 122 484,52	12 345 274,02	87%
A Daly	34	307	21 853 739,71	18 393 361,49	84%
N R Manzana	35	305	14 170 004,16	10 523 621,95	74%
M J Kothule	36	709	20 063 810,41	15 544 206,12	77%

only approved Indigents are captured on the system



MASHABENG LOCAL MUNICIPALITY
HALF YEARLY REPORT (DECEMBER 2017)

The attached report is submitted in terms of Section 72 of the Municipal Finance Management Act (MFMA), Act 56 of 2003 for six months ended 31 December 2017.

TABLE 1	Budget for the six months	Actual for the six months	%
Revenue	958 698 880	527 773 133	55%
Grants & Subsidies	251 496 000	404 221 030	144%
Total Income	1 240 194 880	931 994 133	73%
Expenditure	1 018 367 192	896 249 593	83%
Salaries	353 455 647	338 544 096	96%
Water	145 655 223	143 859 549	96%
Electricity	192 352 031	76 588 109	40%
Other Stationery, Telephone	328 683 436	337 257 740	103%
Net Surplus/Deficit before Capital payments	221 827 698	35 744 540	
 MIG Payments	 67 319 544		
INEG Payments	882 659		
WSG Payments	2 188 64*		
 Capital Assets procured - Equitable Share	 2 588 120		
Fleet & Equipment	27 360		
Office Convention / Furniture	2 570 820		
 Net Surplus/Deficit after Capital payments	 (37 734 424)		

Table 1: The municipality had a deficit of R37 734 424 after Capital payment for the six months period ending 31 December 2017.

This deficit means that amount received is less than the actual amounts paid out for the reporting period.

1. Only R896 249 593 was spent from the total budget of R1 018 367 192
2. There was an over-spending of MIG payments of R10 494 044 for the six months period to December 2017.

MT Tole
Compiled By

15/01/2018
Date

Lindsey Williams
Reviewed By

15/01/2018
Date

Thabo Panyani
Approved By

15/01/2018
Date

TABLE 2	Actual for the six months	
Total Billings	691 724 483	
Less: Indigent Billing	20 770 194	
Actual Collectable Billing	270 954 290	(2)
Actual Revenue Received	505 488 426	(3)
Consumer Revenue	456 031 337	
Other	49 457 089	(5)
Grants & Subsidies	404 221 000	(4)
Pay rate for six months (Billing)	58%	(1)
Total Income Percentage	61%	

Notes

1. Actual revenue collected from customers is 58% of actual billing less indigent billing. This is not in line with the approved Budget income rate of 80%

2. The 'Actual Collectable Billing' figure reflects the amount invoiced to consumers for services consumed during the six months, excluding the poorest of the poor.

3. The 'Consumer Revenue' relates to revenue actually received from consumers during the six months.

4. "Grants & Subsidies" refers to intergovernmental transfers e.g. Equitable share, MIG, etc.

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

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

MATJHABENG MUNICIPALITY
SIX MONTHS (JULY - DECEMBER 2017) REVENUE AND EXPENDITURE RESULTS AGAINST BUDGET

TABLE 3**REVENUE RESULTS AGAINST BUDGET**

Description	Budget for the six months	Actual for the six months	received %	Notes
Intergovernmental Transfer	281 496 000	404 221 000	144%	1
Subsidy - Operational Grants	203 338 000	297 619 000	146%	
Capital Grants	78 108 000	106 602 000	136%	
Consumer Revenue & Assessments Rates	740 797 828	456 031 337	62%	2
Other Revenue	217 900 852	71 741 795	33%	3
	1 240 194 680	931 894 133	75%	

Table 5 A contains the actual revenue by source.

Notes

1. Intergovernmental Transfer consist of both Operational & Capital Grants
2. The consumer revenue and assessment rates have a variance of 38%, it appears as if the reason for this amount is the lack of payment from consumers.
3. The other revenue has a variance of 67% against the budget

TABLE 4

EXPENDITURE RESULTS AGAINST BUDGET

Description	Budget for the six months	Actual for the six months	% Spend	Notes
Salaries	353 455 647	338 544 095	95,78%	1
Water	145 855 229	143 859 648	98,63%	2
Electricity	192 362 881	76 588 109	39,81%	3
Other/Stationary, Telephone	326 693 436	337 257 740	103,23%	4
Total	1 018 367 192	896 249 533	88,01%	
MIG Payments	57 325 500	67 819 544	118,31%	5

Notes

1. The actual amount paid for salaries is less than the budget amount with R14 911 552 for the six months out of the total budget.
2. Out of the total budget of water 98,63% was spent, this is due financial constrains.
3. Only 39,81% was paid on Electricity
4. The budget for other / stationery,telephone is less than the actual with -R 10 564 305
5. There was over-spending of 18% on MIG payments for the six month period ending 31 December 2017.

Table 5 B contains the Actual Expenditure by vote.

A

TABLE 5A – [S71(1)(a), S71(2)(a), S71(3)] ACTUAL REVENUE PER REVENUE SOURCE [S71(1)(a)]	Budget for the six months	Actual for the six months	received %	Budget 2017/18	Projection of Revenue for rest of year
Intergovernmental Transfers	281 496 000	404 221 000	144%	562 992 000	562 992 000
Operational Grants - Equitable Share/FMG/EPWP/EEDG	203 368 000	297 619 000	146%	406 776 000	406 776 000
Capital Grants - MIG/VSIG/NEG	78 108 000	106 602 000	136%	156 216 000	156 216 000
Consumer Revenue and Assessment rates	740 797 828	456 031 337	62%	1 481 595 656	912 062 675
Assessment Rates	139 626 085	116 067 016	83%	279 282 170	232 134 032
Water	171 538 300	56 272 936	33%	343 076 599	112 545 673
Electricity	313 770 061	239 860 796	79%	627 540 121	479 721 592
Sewerage	73 873 848	26 315 707	36%	147 747 698	52 631 415
Refuse Removal	41 989 534	17 514 982	42%	83 979 068	35 029 963
Other Revenue	217 900 852	71 741 795	33%	435 801 703	143 483 591
Fines	10 035 842	1 991 208	20%	20 071 683	3 982 416
Market	12 500 000	6 032 293	48%	25 000 000	12 066 585
Rentals	16 000 000	4 122 103	27%	30 000 000	8 244 205
Other	114 209 632	38 219 983	33%	228 419 263	76 439 965
Interest - Debtors	64 427 326	20 191 261	31%	128 854 652	40 382 523
Interest - Investments	1 728 063	1 183 948	69%	3 458 105	2 367 898
TOTAL	1 240 194 680	931 994 133	75%	2 480 389 359	1 618 538 265

B

TABLE 5B [S71(1)(c), S71(2)(a), S71(3)] ACTUAL EXPENDITURE PER VOTE [S71(1)(e)]	Budgeted for the six months	Actual for the six months	% Spend	Budget 2017/18	Projected Expenditure for rest of year
Council Generals	42 907 878	84 875 125	198%	85 816 756	169 750 246
Office of the Executive Mayor	7 833 307	12 728 211	162%	15 666 613	25 456 422
Office of the Speaker	1 244 485	10 895 497	876%	2 488 970	21 790 993
Municipal Manager	40 923 541	65 770 236	161%	81 847 081	131 540 471
Corporate Service	29 457 827	25 655 630	87%	58 916 653	51 311 259
Financial Services	156 235 613	59 013 304	38%	312 471 225	118 026 808
Human Resources	7 983 047	5 540 193	82%	15 926 093	13 080 385
Community Services	97 176 837	108 558 978	112%	194 363 673	217 117 952
Protection Services	81 343 863	97 672 147	120%	162 687 725	195 344 293
Economic Development	9 581 817	10 071 140	105%	19 123 633	20 142 281
Engineering Services	675 007 728	403 267 908	60%	1 350 015 456	806 535 816
Housing Services	11 754 891	11 201 228	95%	23 509 781	22 402 466
TOTAL	1 161 410 830	896 243 693	77%	2 322 821 689	1 782 489 186

C

SALARIES - JULY - DECEMBER 2017					
SALARIES	Budgeted for the year	Budgeted for year to date - 6 months	Actual for the six months	% Spend	Projected Expenditure for rest of year
Council General	55 230 646	27 615 323	18 518 052	67,06%	37 036 103
Office of the Executive Mayor	8 630 903	4 315 452	4 525 359	104,88%	9 050 718
Office of the Speaker	1 582 182	791 091	5 195 611	656,77%	10 391 221
Municipal Manager	52 987 141	26 493 571	17 649 490	66,62%	35 298 973
Corporate Service	45 828 861	22 914 431	21 468 349	93,69%	42 936 697
Financial Services	50 778 586	25 389 293	28 180 890	110,99%	56 361 380
Human Resources	14 256 253	7 128 127	6 462 327	90,66%	12 924 663
Community Services	217 631 389	108 815 695	79 798 019	73,33%	159 596 038
Protection Services	121 618 309	60 809 155	53 687 544	68,29%	107 375 087
Economic Development	13 187 503	6 593 752	6 273 351	95,14%	12 546 703
Engineering Services	109 373 451	54 686 726	88 104 594	161,11%	176 209 188
Housing Services	15 806 069	7 903 035	8 680 711	109,84%	17 361 422
TOTAL	706 911 293	353 455 647	338 544 095	95,78%	677 088 190

D

OVERTIME - JULY - DECEMBER 2017					
OVERTIME	Budgeted for the year	Budgeted for year to date - 6 months	Actual for the six months	Variance	Projected Expenditure for rest of year
Council General					-
Office of the Executive Mayor					-
Office of the Speaker	642 750	321 375	1 432 633	445,8%	2 865 265
Municipal Manager	314 286	157 143	172 589	109,8%	345 178
Corporate Service	456 321	227 681	395 499	173,7%	790 997
Financial Services	1 130 237	565 119	1 448 810	256,4%	2 897 619
Human Resources	8 038	4 019	37 912	943,3%	75 324
Community Services	15 486 812	7 743 406	10 836 952	140,0%	21 673 903
Protection Services	6 041 548	3 020 774	4 996 768	165,4%	9 993 536
Economic Development	17 093	8 547	40 742	476,7%	81 484
Engineering Services	16 855 522	8 427 761	15 657 172	185,8%	31 314 344
Housing Services	133 929	66 965	98 865	147,6%	197 730
TOTAL	41 085 536	20 542 768	35 117 941		70 235 881

E

TOP TWENTY (20) DEBTORS DECEMBER 2017

		R	COMMENTS:
1.	ANGLOGOLD ASHANTI LTD	19 824 511,84	Busy with payment arrangement with NGDO
2.	PUBLIC WORKS (HEALTH) LTD	12 454 085,18	Payment received statement was send on follow up for balance
3.	PHINDAKA PROPERTIES (Pty) LTD	8 205 913,43	Handed over to Municipal debt collectors (Tifecta)
4.	SEBIDENG WATERRAAD	6 036 617,06	Matters currently handled with Municipal debt collectors (Tifecta) reference attached
5.	SEBIDENG WATER	8 417 351,34	Matters currently handled with Municipal debt collectors (Tifecta) reference attached
6.	TOSA TECHNICAL COLLEGE	3 083 545,70	Client is disputing; case matter given over to Municipal debt collectors (Tifecta)
7.	REAHOLA HOUSING ASSOCIA	3 293 658,12	No collection. Campaign of other are human settlement to one progress record
8.	PRESIDENT STEYN GOUDMI	5 837 506,16	WMO is having dispute with sewerage point busy so will cut
9.	CENTRAL WES KOOPERASIE	5 536 390,28	Client is paying current amounts having dispute on rates and taxes, awaiting from proposed legal debtors to review
10.	PRESIDENT STEYN WYN	3 577 457,50	Receiving payments on monthly basis. Client account is paid in full
11.	PUBLIC WORKS (HEALTH)	3 510 537,89	Payment required. Statement was send on follow up for balance
12.	FLAMINGO LAKE DEVELOPMENT	3 037 322,27	Mr Hofland is busy. Write off proposal handed over to EXCO
13.	ANGLOGOLD ASHANTI	2 084 702,30	On schedule 23/12/17 that is with legal for possible write off due to us was taken back by court
14.	BOEN CHRISTELIKE BEKON	3 008 018,80	NGO client is requesting write off. Management declining. Client to arrange meeting with CEO and executive Mayor
15.	ST ANDREWS SCHOOL WELKO	2 900 705,84	client is disputing to pay due to own children school. Management declined due to school's private funding
16.	PUBLIC WORKS SEPT	2 924 585,14	Payment receives statement was send on to follow up for balance
17.	ERF 23/16 WELKO (Pty)	2 154 277,28	On disconnection list for 14 Jan 2018 if not cut law enforcement will be assisting
18.	REPUBLIEK VAN SUID-AFR	2 068 274,00	Statement was send to government for payment
19.	PUBLIC WORKS (HEALTH) LTD	2 741 018,20	Payment received statement was send on follow up for collection
20.	ERFDEEL WYN	2 629 847,83	WMO is having dispute with sewerage point busy sorting out
	TOTAL	118 492 102	

F TOP TWENTY (20) CREDITORS DECEMBER 2017

		R	COMMENTS
1.	Sedibeng Water	R 1 988 362 042,06	Sedibeng Water
2.	Eskom	R 1 743 276 726,13	Eskom
3.	Compensation Commissioner	R 15 939 484,05	Compensation Commissioner
4.	Jager Technologies	R 11 604 892,43	Meter Reading
5.	Auditor General	R 6 221 402,81	Auditor General
6.	Seditrade	R 5 226 140,35	Streets Resealing
7.	Aqua Transport	R 3 842 429,52	Refuse Removal Trucks
8.	Sebenza Engineering Services	R 3 839 930,00	Refuse Removal Trucks
9.	Practicon Trading Enterprise	R 3 509 875,36	Protective Clothing
10.	Khabokedi Waste Management	R 3 420 874,24	Landfill Site Rehabilitation
11.	Man in One Security	R 3 298 746,07	Security Services
12.	Business Connexion	R 2 910 993,61	Solar
13.	Royal Haskoning DHV	R 2 661 619,24	Upgrading Klippan Pumpstation
14.	Eskom FBE	R 2 638 499,59	Free Basic Electricity
15.	Scheme Security	R 2 060 219,19	Security Services
16.	Manna Holdings	R 1 890 126,50	Valuation Roll
17.	WW Civils and Construction	R 1 461 725,84	Disconnection and Reconnection -Water
18.	Fez Auditors and Consultants	R 1 456 864,96	AFS
19.	Tswane Hydraulics	R 1 328 904,33	Repairs and Maintenance-Fleet
20.	Syntell Networks	R 1 021 825,34	Prepaid Electricity Vending
	TOTAL	3 805 871 304	

G ACTUAL CAPITAL EXPENDITURE PER VOTE

TABLE 6 – [S71(1)(c)]	Capex for six months
Council General	2 570 820
Office of the Executive Mayor	-
Mayoral Committee	-
Office of the Speaker	-
Municipal Manager	-
Corporate Services	-
Financial Services	-
Human Resources	-
Community Services	14 208 653
Protection Services	-
Economic Development	4 810 785
Engineering Services	52 138 528
Mechanical Workshop	27 300
	73 798 088

H AMOUNT OF ANY ALLOCATIONS RECEIVED

TABLE 7 – [S71(1)(e), S71(1)(f)]	Funds Received for six months	Funds Spent for six months
MIG/LDM/Sundry	77 602 000	67 819 544
Equitable Share	295 224 000	295 224 000
MSIG	-	-
FMG	2 145 000	1 659 978
EPW/P	250 000	233 805
EEDG	-	-
WSIG	24 000 000	2 188 641
INEG	5 000 000	882 659
	404 221 000	368 018 627

PAYMENT RATIO PER WARD - JULY - DECEMBER 2011

Councillor	Ward	Registered Indigents	Billings	Income	% Payment to Billing
M Sebotsa	1	1 098	14 994 876	7 605 128	50%
S E Tshabangu	2	310	5 669 515	308 761	5%
M P Kopela	3	425	47 078 090	37 390 515	79%
S J Liphoko	4	331	12 658 018	769 864	6%
P M I Moleleko	5	430	17 616 891	5 567 846	32%
B H Mahlumba	6	388	7 347 421	331 741	5%
N E Monjovo	7	563	8 902 730	464 952	5%
M D Masienyane	8	491	28 663 501	18 888 750	66%
H S Baderhorst	9	192	69 655 735	60 550 288	87%
S Ramalefane	10	902	16 162 174	2 583 902	16%
V R Morris	11	303	12 998 012	2 206 745	17%
Z S Moshoeshoe	12	415	11 427 798	1 048 252	9%
T J Thelingoane	13	266	8 475 268	599 965	9%
M Chaka	14	902	11 573 348	307 619	3%
B Ntuli	15	527	14 426 581	1 269 485	9%
TS Meli	16	873	13 998 930	227 281	2%
T D Khalphha	17	331	8 704 361	130 082	2%
N Molota	18	432	9 618 206	752 156	8%
P Ramafisa	19	767	11 511 886	926 089	8%
B Nkonka	20	670	12 652 336	1 045 971	8%
S Pholo	21	552	15 063 074	510 535	3%
I Poo	22	769	9 176 739	564 496	6%
K R Tlake	23	209	1 788 877	19 668	1%
M A Mphakeleli	24	-	2 009 884	23 970	1%
T O Nthako	25	207	37 283 845	20 387 815	55%
S J Tsatsse	26	827	8 169 452	1 405 152	17%
M S Van Rooyen	27	180	41 248 208	32 841 563	74%
T Mosia	28	613	9 782 704	2 797 553	29%
D M Mafa	29	588	8 333 712	453 230	5%
M Molefi	30	348	12 389 611	853 554	7%
H A Mokhomo	31	148	6 782 148	931 747	14%
H T C Van Schalkwyk	32	370	228 890 546	188 123 090	82%
C Malherbe	33	209	31 968 472	25 064 245	78%
A Daly	34	307	46 811 522	38 048 523	77%
N R Manzana	35	305	29 213 221	20 234 625	69%
M J Khothule	36	709	43 699 241	30 320 580	69%

DECEMBER 2011 - Payments per ward less than 50%

Councillor	Ward	Registered Indigents	Billing	Income	% Payment to less than 50%
P M I Moleleko	5	430	2 992 184	982 637	33%
T Mosia	28	613	1 555 878	492 912	32%
H A Mokhomo	31	148	1 088 378	285 524	26%
S J Tsatsse	26	827	1 334 303	347 587	26%
S Ramalefane	10	902	2 301 998	489 163	21%
V R Morris	11	303	2 002 758	331 636	17%
T J Thelingoane	13	266	1 071 127	172 043	16%
P Rematse	19	767	1 832 698	287 780	16%
B Ntuli	15	527	2 347 333	387 683	16%
B Nkonka	20	670	2 084 878	307 395	15%
S J Liphoko	4	331	2 081 074	263 299	13%
I Poo	22	769	1 540 617	183 018	12%
N Molota	18	432	1 580 816	101 701	11%
B H Mahlumba	6	388	992 033	112 010	11%
Z S Moshoeshoe	12	415	1 803 420	164 851	9%
S E Tshabangu	2	310	859 354	85 100	9%
N E Monjovo	7	563	1 567 328	136 263	9%
TS Pholo	21	552	2 467 277	185 705	8%
M Molefi	30	348	2 020 295	112 182	6%
D M Mafa	29	588	1 285 927	44 005	3%
M Chaka	14	902	1 790 924	26 312	1%
M A Mphakeleli	21	0	339 988	4 210	1%
TS Meli	16	873	2 073 711	23 606	1%
T D Khalphha	17	331	1 437 921	15 158	1%
K R Tlake	23	209	289 117	520	0%
BN Ntuli	15	355	2 487 556	40 039	2%
MS Chaka	14	1021	2 104 985	29 378	1%
TS Meli	16	635	2 415 686	25 133	1%

Table 6

ACTUAL BILLING BY SOURCE(CONSUMER SERVICES) AGAINST ACTUAL RECEIPTS FOR THE SIX MONTHS PERIOD AS AT 31 DECEMBER 2017									
--	--	--	--	--	--	--	--	--	--

SOURCE	July-17 proj.	Actual	% Collected	Aug-17 proj.	Actual	% Collected	Sept-17 proj.	Actual	% Collected
Assessment rates	31 174 952	13 358 588	44.78%	23 846 960	16 494 152	59.75%	27 298 308	19 615 075	70.82%
Water	45 785 631	7 436 983	16.90%	28 734 435	10 323 890	35.83%	23 245 595	8 805 257	35.11%
Electricity	55 803 773	28 542 375	51.88%	57 887 791	44 982 645	77.67%	59 518 573	41 561 277	71.34%
Sanitation	13 759 881	8 702 784	68.19%	15 023 404	6 167 559	27.74%	15 003 748	4 093 087	27.27%
Refuse removal	8 744 639	2 526 286	26.92%	8 420 070	3 140 385	33.51%	9 493 643	2 656 016	31.13%
TOTAL REVENUE	158 249 944	55 578 203	37.02%	134 714 721	79 058 611	59.71%	149 958 767	86 908 584	56.76%

SOURCE	Oct - 17 proj.	Actual	% Collected	Nov-17 proj.	Actual	% Collected	Dec-17 proj.	Actual	% Collected
Assessment rates	24 028 351	26 634 086	111.10%	23 631 056	17 064 869	71.40%	23 720 954	22 240 639	99.76%
Water	31 746 632	10 046 877	31.65%	29 487 546	12 820 542	50.02%	27 108 471	9 036 328	39.93%
Electricity	47 729 758	47 020 756	98.53%	41 507 638	40 887 130	98.32%	41 450 220	33 480 619	80.74%
Sanitation	13 241 834	3 752 953	28.34%	15 023 656	4 866 109	30.35%	15 030 920	4 038 935	26.88%
Refuse removal	8 496 456	3 047 124	32.09%	9 408 884	3 296 301	34.72%	8 457 873	2 576 880	27.25%
TOTAL REVENUE	126 243 011	50 572 645	71.74%	119 418 591	78 400 751	63.98%	116 786 436	71 374 350	61.12%

The above tables represents the total collectable revenue from consumers.
It excludes Government Grants so as get the correct percentage collected from consumers

Total income percentage - YTD	
Total Income	Pay Rate
JUL-17	51%
AUG-17	81%
Sep-17	57%
Oct-17	70%
Nov-17	63%
Dec-17	62%
Average	61%

MATJHABENG MUNICIPALITY



MINUTES

MEETING : ORDINARY MAYORAL COMMITTEE
VENUE : EXECUTIVE MAYOR'S BOARDROOM, FOURTH FLOOR, CIVIC CENTRE, WELKOM
DATE : WEDNESDAY, 15 OCTOBER 2014
TIME : 10:00

MATJHABENG MUNICIPALITY

**MINUTES OF THE ORDINARY MAYORAL COMMITTEE MEETING FOR THE YEAR 2014
HELD IN THE EXECUTIVE MAYOR'S BOARDROOM, FOURTH FLOOR, CIVIC CENTRE,
WELKOM ON WEDNESDAY, 15 OCTOBER 2014 AT 10:00.**

PRESENT

EXECUTIVE MAYOR

Cllr S Ngangelizwe

MEMBERS OF THE MAYORAL COMMITTEE

(i)	Cllr A Mbana	-	Finance
(ii)	Cllr MJ Sephiri	-	Law & Enforcement
(iii)	Cllr FE Taliwe	-	Policy Development and Monitoring
(iv)	Cllr L Tlhone	-	Special Programmes
(v)	Cllr MSE Mfebe	-	Corporate Services and Human Resource
(vi)	Cllr L Rubulana	-	LED
(vii)	Cllr MP Motshabi	-	Community Services

OFFICIALS

Mr MF Lepheana	:	Acting Municipal Manager
Mr X Msweli	:	Executive Director: LED
Mr S Makhubu	:	Executive Director Strategic Support Services
Ms M Mogopodi	:	Executive Director Community Services & Law Enforcement
Mr B Golele	:	Acting Executive Director Corporate Services
Mr J Blom	:	Acting Executive Director Infrastructure
Mr N Mtirara	:	Manager (Executive Mayor's office)
Ms DF Ramakhale	:	Acting Snr/Chief Admin Officer (Corporate Services)

**SECTION A
PROCEDURAL MATTERS**

1.	<p>OPENING AND WELCOME</p> <p>The Executive Mayor welcomed everybody present in the Ordinary Mayoral Committee meeting.</p> <p>"In his opening remarks" The Executive Mayor indicated the key fundamental issues as follows;</p> <ul style="list-style-type: none"> - Local Government is the Co-Centre of Service Delivery. - Its foundation is to roll out all programmes of National and the Provincial Government. - The Strategic Managers in the office of the Municipal Manager and to the office of the Executive Mayor must read and analyse all documents (referring to Parliament and Provincial Legislation speeches on Political, Policies, and Budget Votes) and advise both offices accordingly. - The sphere of Local Government in South Africa is assigned to respond to the five (5) KPA's to change the living conditions of the society and to sustain the provision of its essential services. - The five KPA's are as follows; <ul style="list-style-type: none"> i. Good governance ii. Financial Viability iii. Service Delivery iv. Local economic development and v. Institutional development - The Municipality needs to have a strong team of Managers and Political Office Bearers to build a mutual relationship with sector Department and other Government institution. - Matjhabeng Local Municipality is a strategic Municipality in the Province which has to be dynamic, committed and have the responsible Managers and Public representatives. - The Municipality must identify a person who will be able to perform a task and communicate with all Sector Departments in both National and Provincial for the municipality to access grant by using the municipality's Spatial Development framework to process the applications for grant. - The office of the Municipal Manager and the section 56 Managers must finalize the Municipality 2030 document with the inclusion of Sector Plans and Policies to have a Master Plan for the development of our community.
-----------	--

- A formal application should be prepared to the Demarcation Board for Metro Status.
- All Departmental operational plans should be publicized annually for the community to benefit the activities that the Municipality is running and the activity should be a Ward base Plan.
- The process of Valuation roll should be Champion by the Chief Financial Officer and report to the Mayoral Committee every moth.
- The Mayoral Committee should have the following standing items;
 - a) The Action Plan to respond to the Auditor General Queries in every Mayoral Committee meeting.
 - b) Progress report on the Council resolutions and the Mayoral Committee resolutions.
 - c) Financial reports
 - d) MIG report
 - e) Supply Chain Management report
- The Human Resource Manager must start conduct an exit interviews to the employees that are resigning from the institution in order to register the weakness of the institution.
- Human Resource must provide must information to those employees who are going on pension.
 - A Quarterly report must reflect a performance of the institution focusing on local government and the five (5) KPA's.
 - Strategic Manager in the office of the Municipal Manager must lead a Policy Development and provide support to other departments.
 - The IDP Document should be considered as a very important document which connects the Municipality with the community.
 - The Executive Director Corporate Services must Co-ordinate Section 80 Portfolio Committees meeting and ensure that Agendas are distributed on time. The quality assurance on the Agenda must as well be improved.
 - The Department must also provide a Secretariat Support in all Committees including section 79 Committees.
- Municipal Manager must ensure that Council and Mayoral Committee Agenda are delivered on time.
- Quality assurance of the reports be the responsibility of the Office Municipal Manager.
- The trips the employees to attend workshops, summit should be approved by the Municipal Manager

- The outside trips will be approved by the Executive Mayor if those trips are not budgeted for.
- The Municipal Manager must register all the events of the institution in the Calendar of events and be put in the Website of the Municipality.
- The constant visit of projects shall continue as planned with the team that has been established by the Executive Mayor.
- The Municipal Manager and the Chief Financial Officer with immediate effect must correct the Municipality billing system and establish a revenue protection unit and the report on same be submitted at next Mayoral Committee meeting for consideration.
- The Office of the Municipal Manager and the Technical Services must finalize the provision of services on water and electricity and report back to the Council meeting.
- The Office of the Municipal Manager must develop a schedule for quarterly assessment of Directors or Departments and submit those reports to the Office of the Executive Mayor.
- All reports for Compliance or Templates that are received from Sector Department before submitting same the Municipal Manager must authorize or approve those reports.
 - Develop a schedule or to have dates for the submission of reports to the Sector Department and to the Executive Mayor as well as to the Council of Matjhabeng.
- A report on mining town be submitted by the Human Settlement Department to next Mayoral Committee meeting.

2.	APPLICATIONS FOR LEAVE OF ABSENCE The Acting Executive Director Infrastructure Mr J Blom requested to be released at 16:00. Ir M Ntsebeng : Human Settlement Cllr ML Radebe : MMC: Social Services (arrived at 15:30) Mr ET Tsoaeli : Chief Financial Officer
3.	OFFICIAL ANNOUNCEMENTS None
4.	MOTIONS OF SYMPATHY AND CONGRATULATIONS 4.1 <u>Sympathy</u> The acting Executive Director Infrastructure informed the meeting about the passing away of Mr J Lichakane who was a Team Leader at Infrastructure Department. The Executive Mayor and members on behalf of Matjhabeng Municipality sent the message of condolences to the Family and the fellow workers of the late Mr J Lichakane. 4.2 <u>Congratulations</u> The Executive Director Community Services & Law Enforcement Ms M Mogopodi congratulated Mr J Blom on his birthday.
5.	NEW MOTION Progress reports on of the Revenue Enhancement Committees (Further Addendum)



6.	DISCLOSURE OF INTEREST It was noted that no members had declared any interest in the matters appearing on the Agenda.
7.	DEPUTATIONS AND INTERVIEWS <p>1st Presentation : <u>Department of Military Veterans Free State Province</u></p> <p>Mr M Majoang gave an over view as follows; the Department of Military Veterans (Free State Province) established in 2009 as the result of a Presidential proclamation Government notice number 32844 dated 28 December 2009, that led to promulgation of the Military Veterans Act, 2011 (Act No 18 of 2011).</p> <p>Purpose of Presentation:</p> <ul style="list-style-type: none"> - To present the legislative mandate of DMV, its strategic positioning and the responsibilities that flow from these. - To further present the implications of these responsibilities for IGR (Inter-Governmental Relations). - To provide framework to utilise and to solicit partnerships through IGR to accelerate the identification and finalization of legal instruments to leapfrog delivery of the justiciable socio economic benefits. <p>The Act aims to:</p> <p>Establish a framework for the implementation of the national policy and standards governing Military Veterans affairs.</p> <p>Improve the quality of life of Military Veterans and their dependents so they may realize their socio-economic progress.</p> <p>Recognize and honour Military Veterans in life and remembering them in death for their sacrifices on behalf of the nation.</p> <p>The Military Veterans Act places an obligation for the state to roll out the following proposed services and benefits to the Military Veterans and their dependents:</p> <ul style="list-style-type: none"> o Military Pension o Housing o Free access to military health services o Free / subsidized access to the public transport o Skill acquisition and education support o Job placement o Burial support o Entrepreneurial support services o Counselling

The Department of Military Veterans felt that the contribution that can be made by Matjhabeng Municipality is around two important areas which are job placement and entrepreneurial support services.

We hope that the above will assist the municipality in its attempt to create a platform and address the plight of military veterans in its area of jurisdiction.

THE MAYORAL COMMITTEE RESOLVED : (15 OCTOBER 2014)

1. That the presentation **BE NOTED** with the following;
2. That Cllr F Taliwe, Cllr MJ Sephiri and Executive Directors Mr X Msweli and Ms M Mogopodi **MUST ASSIST** with the preparations.
3. That a letter **BE SENT** to Matjhabeng Municipality by the Military Veterans Forum indicating the roll out programme before the road shows.
4. That the Memorandum of Understanding **BE SIGNED**.
5. That a letter be forwarded to the Department of Military Veterans indicating an appointed person from Matjhabeng Municipality to work/link with the Forum for the preparations of the coming activities.

2nd Presentation : KHATO Consulting Engineers

Mrs J Grimsley from Khato Consulting Engineers explained to the meeting the scope of the project and what entails.

The scope of the project entails the upgrading and refurbishment of the sporting facilities with the jurisdiction of the Municipality.

The scope also entails modernizing the sports facilities to match modern standards.

The scope of work entails Phase1 and Phase 2 to complete the project.

THE MAYORAL COMMITTEE RESOLVED: (15 OCTOBER 2014)

1. That the concept presented by Mrs J Grimsly regarding Thabong Stadium (sporting facilities) **BE NOTED**.
2. That the additional fund from MIG **BE APPLIED** to complete the project.
3. That the Trim Park **BE REVIVED** and the Creation facilities.
4. That the colour of the chairs in the stadium **MUST** represent Matjhabeng logo.

3rd Presentation : SibanyeGold

The purpose of the presentation was to give a Draft report on Kitty/Merriespriut development by the SibanyeGold Technical Team.

	<p><u>THE MAYORAL COMMITTEE RESOLVED: (15 OCTOBER 2014)</u></p> <ol style="list-style-type: none">1. That the Memorandum of Understanding BE SIGNED between Matjhabeng Local Municipality and Sibanye gold.2. That an item BE DEVELOPED and submit to Council.3. That the Executive Director LED Mr X Msweli MUST ASSIST in preparations of Sibanye gold show houses.
8.	<p>MINUTES OF THE PREVIOUS MEETINGS</p> <p><u>THE MAYORAL COMMITTEE RESOLVED: (15 OCTOBER 2014)</u></p> <p>8.1 That the Minutes of the Ordinary Mayoral Committee meeting held on 17 September 2014 BE APPROVED.</p>
9.	<p>MATTERS ARISING FROM THE MINUTES</p> <p>None</p>

10.	MATTERS FOR DISCUSSION
	MC64/2014 – MC79/2014
10.1	Action Plan Arising out of the eThekwini City Benchmarking expedition; The Service Delivery and Budget and Budget Implementation Plans Development Exercise; and list of issues raised by the Executive Mayor at the recent Mayoral Committee Meeting (see page 80 to 90 of the annexures).
	<u>THE MAYORAL COMMITTEE RESOLVED: (15 OCTOBER 2014)</u>
	That the Management MUST DEVELOP an item regarding the above Action Plan.
11.	Closing Remarks
	None
12.	Closure
	The Executive Mayor thanked everybody for their inputs during the meeting and ended the meeting at 20:30 .

**CLLR S NGANGELIZWE
EXECUTIVE MAYOR**

DATE

INDEX

ITEM NO	ITEM DESCRIPTION	PAGE
MC64/2014	APPLICATION TO CONSOLIDATE AND REZONE SUBDIVISIONS 1 TO 7 AND THE REMAINDER OF ERF 5814 RIEBEECKSTAD (EMEDSP) (18/2/2/3)	1-2
MC65/2014	REVIEWED DRAFT OCCUPATIONAL HEALTH AND SAFETY POLICY (AEDCSS) (5/10/B)	2
MC66/2014	DRAFT RETENTION AND EXIT MANAGEMENT POLICY (AEDCSS) (3/B)	2
MC67/2014	REVIEWED DRAFT EMPLOYMENT EQUITY POLICY (AEDCSS) (5/3/B)	3
MC68/2014	DRAFT EDUCATION, TRAINING AND DEVELOPMENT POLICY FRAMEWORK (AEDCSS) (5/6/B)	3
MC69/2014	REVIEWED DRAFT INDUCTION POLICY (20/2/3) (AEDCSS) (20/2/3)	4
MC70/2014	MATJHABENG BUSINESS EXPO AND CONFERENCE (ED: LED) (18/1/19)	4
MC71/2014	CURRENT STATUS OF CAPITAL PROJECTS FOR MIG IN MATJHABENG LOCAL MUNICIPALITY (PMU)	5
MC72/2014	SUPPLY CHAIN MANAGEMENT REPORT FOR PERIOD JULY 2014-SEPTEMBER 2014	5
MC73/2014	PROGRESS REPORT ON COUNCIL RESOLUTIONS (ED: CSS)(2/2/2)	5
MC74/2014	PROGRESS REPORT ON MAYORAL RESOLUTIONS (ED: CSS)(2/2/2)	6

II

ITEM	ITEM DESCRIPTION	PAGE
MC75/2014	THE RAFT FOUNDAIONS THAT WERE CASTED IN VARIOUS ERVEN SAAIPLAAS EXTENSION 14 VIRGINIA (SN MANAGER: TP& HS) (20/14/4/3)	6
MC76/2014	DRAFT ALLOCATION POLICY FOR ALL SECTIONS OF HUMAN ETTLEMENTS IN MATJHABENG (SENIOR MANAGER TOWN PLANNING & HOUSING)(8/1/B)	6-7
MC77/2014	REPORT ON THE ALIENATION OF SITE 2595 KUTLOANONG (SENIOR MANAGER :TOWN PLANNING & HOUSING)	7
MC78/2014	MONTHLY FINANCE REPORT – AUGUST 2014 (CFO)	7
MC79/2014	PROGRESS REPORT OF THE REVENUE ENHANCEMENT COMMITTEES (CFO) (12/1/2/3)	7-8

MC64/2014

**APPLICATION TO CONSOLIDATE AND REZONE SUBDIVISIONS 1 TO 7 AND THE
REMAINDER OF ERF 5814 RIEBEECKSTAD (18/2/2/3) (EMEDSP)**

Erf 5814 and portions Rbs

PURPOSE OF REPORT

The purpose of this report is to solicit Councils approval for the application.

THE MAYORAL COMMITTEE RESOLVED TO RECOMMEND: (15 OCTOBER 2014)

1. That the application by the firm MDA Town and Regional Planners for the consolidation of Subdivisions 1 to 7 and the Remainder of Erf 5814, Riebeeckstad be approved.
2. That the application for the removal of restrictive title conditions pertaining to Subdivisions 1 to 7 and the Remainder of Erf 5814 **BE APPROVED**.
3. That the application for the rezoning of Subdivisions 1 to 7, the Remainder of Erf 5814 and Erf 3318 to Special Business 17. Shops and Offices **BE APPROVED**.
4. That the following conditions be made **APPLICABLE**:
 - 4.1 Parking shall be provided on the premises in terms of the Welkom Town Planning Scheme.
 - 4.2 Entrance to and exit from the erf shall **BE DONE** in consultation with and to the satisfaction of Matjhabeng Municipality.
 - 4.3 The parking area **SHALL BE** tarred or paved to the satisfaction of Matjhabeng Municipality.
 - 4.4 The main sewer line that runs through the middle of the erven shall **BE MOVED** to a position as indicated by the Acting Executive Director Infrastructure Services at the cost of the applicant.
 - 4.5 The provision, upgrading or moving of services **SHALL BE** for the account of the applicant.
 - 4.6 The development of the erf **SHALL COMMENCE** within three (3) years after approval of this application.
 - 4.7 Building plans shall **BE SUBMITTED** for approval prior to the construction of any buildings.
 - 4.8 Sufficient lighting shall **BE PROVIDED** on the premises and in the parking area.
5. That the Free State Provincial Government **BE INFORMED** of the resolution of the Council.

MC65/2014

REVIEWED DRAFT OCCUPATIONAL HEALTH AND SAFETY POLICY (AEDCSS) (5/10/B)

PURPOSE OF REPORT

The purpose of the report is to submit the Draft Occupational Health and Safety Policy to Mayoral Committee for discussion.

THE MAYORAL COMMITTEE RESOLVED: (15 OCTOBER 2014)

1. That the Mayoral Committee **TAKES NOTE** the Reviewed Draft Occupational Health and Safety Policy.
2. That the Reviewed Draft Occupational Health and Safety Policy **BE SUBJECTED** to undertake internal consultative process before submitting to Council for approval.
3. That once the consultative process is completed the final draft **BE SUBJECTED** to Mayoral Committee for consideration.

MC66/2014

DRAFT RETENTION AND EXIT MANAGEMENT POLICY (AEDCSS) (3/B)

PURPOSE OF REPORT

The purpose of the report is to submit the Draft Retention and Exit Management Policy to Mayoral Committee for discussion.

THE MAYORAL COMMITTEE RESOLVED: (15 OCTOBER 2014)

1. That the Mayoral Committee **TAKES NOTE** the Draft Retention and Exit Management Policy.
2. That the Draft Retention and Exit Management Policy **BE SUBJECTED** to undertake internal consultative process before submitting to Council for approval.
3. That once the consultative process is completed the final draft **BE SUBJECTED** to Mayoral Committee for consideration.

MC67/2014

REVIEWED DRAFT EMPLOYMENT EQUITY POLICY (AEDCSS) (5/3/B)

PURPOSE OF REPORT

The purpose of the report is to submit the Reviewed Draft Employment Equity Policy to Mayoral Committee for discussion.

THE MAYORAL COMMITTEE RESOLVED: (15 OCTOBER 2014)

1. That the Mayoral Committee **TAKES NOTE** Reviewed Draft Employment Equity Policy.

2. That the Reviewed Draft Employment Equity Policy **BE SUBJECTED** to undertake internal consultative process before submitting to Council for approval.
3. That once the consultative process is completed the final draft **BE SUBJECTED** to Mayoral Committee for consideration.

MC68/2014

DRAFT EDUCATION, TRAINING AND DEVELOPMENT POLICY FRAMEWORK (AEDCSS)
(5/6/B)

PURPOSE OF REPORT

The purpose of the report is to submit the Draft Education, Training and Development Policy Framework to Mayoral Committee for discussion.

THE MAYORAL COMMITTEE RESOLVED RECOMMEND: (15 OCTOBER 2014)

1. That the Mayoral Committee **TAKES NOTE** Draft Education, Training and Development Policy Framework.
2. That the Draft Education, Training and Development Policy Framework **BE SUBJECTED** to Public Participation Process.
3. That once Public Participation Process is completed the final draft **BE SUBJECTED** to Mayoral Committee for consideration.

MC69/2014

REVIEWED DRAFT INDUCTION POLICY (AEDCSS) (20/2/3)

PURPOSE OF REPORT

The purpose of the report is to submit the Reviewed Draft Induction Policy to Mayoral Committee for discussion.

THE MAYORAL COMMITTEE RESOLVED: (15 OCTOBER 2014)

1. That the Mayoral Committee **TAKES NOTE** Reviewed Draft Induction Policy.
2. That the Reviewed Draft Induction Policy **BE SUBJECTED** to undertake internal consultative process before submitting to Council for approval.
3. That once the consultative process is completed the final draft **BE SUBJECTED** to Mayoral Committee for consideration.

MC70/2014

MATJHABENG BUSINESS EXPO AND CONFERENCE (ED: LED) (18/1/19)

PURPOSE

The purpose of this report is to request Mayoral Committee to support the planned conference expo as planned.

THE MAYORAL COMMITTEE RESOLVED: (15 OCTOBER 2014)

1. That the Mayoral Committee **NOTE** and support the project as planned.
2. That the Municipal Manager **BE MANDATED** to source more sponsorship for funding the project.

MC71/2014

CURRENT STATUS OF CAPITAL PROJECTS FOR MIG IN MATJHABENG LOCAL MUNICIPALITY (PMU)

PURPOSE

To present before the Mayoral Committee the current status and/or progress report on the implementation of capital projects for the financial year 2014/2015.

THE MAYORAL COMMITTEE RESOLVED: (15 OCTOBER 2014)

That the Mayoral Committee **TAKES NOTE** of the report

MC72/2014

SUPPLY CHAIN MANAGEMENT REPORT FOR PERIOD JULY 2014-SEPTEMBER 2014

PURPOSE

To submit Supply Chain Management Unit quarterly report for the abovementioned period to the Mayoral Committee for consideration.

THE MAYORAL COMMITTEE RESOLVED RECOMMEND: (15 OCTOBER 2014)

1. That the Mayoral Committee **TAKES NOTE** of the report.
2. That the report **BE SUBMITTED** to the Council in order to comply with Supply Chain Management Policy.

MC73/2014

PROGRESS REPORT ON COUNCIL RESOLUTIONS (ED: CSS) (2/2/2)

PURPOSE

To submit a progress report to Mayoral Committee on Council Resolutions for noting

THE MAYORAL COMMITTEE RESOLVED: (15 OCTOBER 2014)

That the progress report on Council resolutions Audit **BE NOTED**.

MC74/2014

PROGRESS REPORT ON MAYORAL RESOLUTIONS (ED: CSS)(2/2/2)

PURPOSE

To submit a progress report to the Mayoral Committee on Mayoral Committee Resolutions for noting

THE MAYORAL COMMITTEE RESOLVED: (15 OCTOBER 2014)

That the progress report on Mayoral Committee Resolutions Audit **BE NOTED**.

MC75/2014

THE RAFT FOUNDATIONS THAT WERE CASTED IN VARIOUS ERVEN SAAIPLAAS EXTENSION 14 VIRGINIA (SN MANAGER: TP& HS) (20/14/4/3)

PURPOSE OF THE REPORT

- The purpose of the report is to inform the Mayoral Committee about the current status about the 264 erven in Saaiplaas Extension 14, Virginia, and
- To request the Mayoral Committee to submit a proposal to the MEC Human Settlements in order to complete the project.

THE MAYORAL COMMITTEE RESOLVED: (15 OCTOBER 2014)

1. That the Mayoral Committee **TAKES NOTE** of the report.
2. That the Municipality advertises for request for **PROPOSAL** for developers.

MC76/2014

**DRAFT ALLOCATION POLICY FOR ALL SECTIONS OF HUMAN SETTLEMENTS IN
MATJHABENG (SENIOR MANAGER TOWN PLANNING & HOUSING)(8/1/B)**

PURPOSE OF REPORT

The purpose of the report is to present before Mayoral Committee the draft Allocation Policy for all sections within Human Settlements department.

THE MAYORAL COMMITTEE RESOLVED TO RECOMMEND: (15 OCTOBER 2014)

1. That the Mayoral Committee **APPROVES** the Draft Human Settlement Allocation Policy.
2. That the Draft Human Settlement Allocation Policy **BE SUBMITTED** to Council for adoption.

MC77/2014

**REPORT ON THE ALIENATION OF SITE 2595 KUTLOANONG (SENIOR MANAGER: TOWN
PLANNING & HOUSING)**

PURPOSE

To solicit Council approval for the disposal of erf 2595 K5 Kutloanong through a process of unsolicited bids

THE MAYORAL COMMITTEE RESOLVED RECOMMEND: (15 OCTOBER 2014)

1. In the light of the above, we recommend that Council **PRONOUNCES** itself that it is not required for the provision of basic services;
2. That the Accounting Officer decide in terms of section 113(2) of the Act to **CONSIDER** an unsolicited bid, only if;
 - (a) The product or service **OFFERED** in terms of the bid is a demonstrably or proven unique innovative concept;
 - (b) The product or service **WILL BE** exceptionally beneficial to, or have exceptional cost Advantages
3. That the Municipal Manager **SHOULD SUBMIT** a report to Council for noting upon the conclusion of the process.

MC79/2014

PROGRESS REPORT OF THE REVENUE ENHANCEMENT COMMITTEES (CFO) (12/1/2/3)

PURPOSE

To provide a progress report to the Mayoral Committee with regard to the performance of the

150

Revenue Enhancement Committees

THE MAYORAL COMMITTEE RESOLVED: (15 OCTOBER 2014)

1. That the progress report on Revenue Enhancement Committees **BE NOTED**.
2. That a Schedule on all Properties that do not belong to the Municipality **BE PREPARED**.

**WELKOM AIRPORT
LEASE AGREEMENT**

1. PARTIES

1.1. "Landlord" MATJHABENG LOCAL MUNICIPALITY

a local sphere of Government and organ of state as is meant in section 239 of the Constitution of the Republic of South Africa, Act 108 of 1996, established as such in terms of the Local Government: Municipal Structures Act, 117 of 1998, herein represented by its acting Municipal Manager, Mr E.T. Tsoaeli, duly authorised thereto in terms of a Council Resolution

Address: C/o Heeren and Ryk Streets, Welkom, 9459

Telephone: (t) 057 – 391 3334

1.2. "Tenant" CGOC AVIATION (PTY) LIMITED

a private limited liability company duly incorporated under the laws of the Republic of South Africa, herein represented by Mlungisi Ephraem Somhlahlo duly authorised thereto by the Board of Directors

Registration No: 2017/253674/07

Address: 511 Long Road, Welkom, 9459

Telephone: (t) 057 – 353 4555

2. DEFINITIONS

In this Lease, unless the context clearly indicates otherwise, the following words, phrases, expressions or names have the following meanings:

- 2.1. "Buildings" means Building/s and improvements erected on the Property;
- 2.2. "Business" is a reference to the Business activities which the Tenant wishes to and intends to operate on the Property and shall mean the operation of the Welkom Airport including but not limited to subleasing of buildings and/or aircraft hangers and the operation of an aviation school;
- 2.3. "Business day" means every day of the week excepting Saturdays, Sundays and official Public Holidays in the Republic of South Africa

- 2.4. "Commencement Date" means _____ 201____, notwithstanding the Signature Date of this Agreement ;
- 2.5. "CPA" means the Consumer Protection Act, Act 68 of 2008, as amended;
- 2.6. "Landlord" means the party defined as such in 1.2 above;
- 2.7. "Lease Period" means a period of 9 (nine) years and 11 (eleven) months (one) commencing on the Commencement Date. The parties specifically record that this Agreement will automatically terminate should the Lessor be awarded an international cargo or international commercial airport right;
- 2.8. "Lease" means this Lease Agreement and all annexures attached thereto;
- 2.9. "Property" means a portion of the farm THERONIA 71, better known as the Welkom Airport;
- 2.10. "Tenant" means the party defined as such in 1.1 above;
- 2.11. "Signature date" means the date of signature of this Lease by the last signing of its signatories.
- 2.12. "VAT" means Value-Added Tax, as levied in terms of the VAT Act from time to time;
- 2.13. "VAT Act" means the Value-Added Tax Act, No. 89 of 1991.
- 2.14. Where any term is defined within the context of any particular clause in this Lease, the term so defined, unless it is clear from the clause in question that the term so defined has limited application to the relevant clause, shall bear the meaning ascribed to it for all purposes in terms of this Lease, notwithstanding that that term has not been defined in this definitions clause.
- 2.15. This Lease shall be interpreted in accordance with the following principles:
- 2.15.1. a reference to a "person" includes a reference to an individual, partnership, company, close corporation, other body corporate, a trust, an unincorporated association or a joint venture and that person's legal representatives, successors and permitted assigns;

- 2.15.2. words importing the masculine shall include a reference to the feminine and *vice versa*;
- 2.15.3. words importing the singular shall include a reference to the plural and *vice versa*;
- 2.15.4. reference to a Lease includes an amendment or supplement to, or replacement or novation of that Lease;
- 2.15.5. any reference in this Lease to legislation or a statute shall be a reference to such legislation or statute as at the Signature Date and as amended, varied, re-enacted or replaced from time to time;
- 2.15.6. the headings appearing in this Lease are for reference purposes only and shall not affect the interpretation hereof;
- 2.15.7. where numerical figures are referred to in numerals and words, if there is any conflict between the two, the words shall prevail;
- 2.15.8. if any provision is a definition and is a substantive provision conferring rights or imposing obligations on any Party, notwithstanding that it is only in the definition (or such other clause), effect shall be given to it as if it were a substantive provision in the body of this Lease;
- 2.15.9. in the event that the day for performance of any obligation to be performed in terms of this Lease should fall on a day which is not a Business Day, the relevant day for performance shall be the immediately succeeding Business Day;
- 2.15.10. where any number of days is prescribed in this Lease, that number shall be determined exclusively of the first and inclusively of the last day, unless the last day falls on a day which is not a Business Day, in which case the last day shall be the immediately succeeding Business Day;
- 2.15.11. all monetary amounts are stated exclusive of VAT and in RSA Rand (or *R*), unless provided otherwise, and VAT is payable at the same time and in the same manner as is any other amount payable under this Lease, where that amount is subject to VAT;
- 2.15.12. the use of the word "including" followed by specific examples shall not be construed as limiting the meaning of the general wording preceding it and the *eiusdem generis* rule shall not be applied in the interpretation of such general wording or such specific examples;
- 2.15.13. the expiration or termination of this Lease shall not affect such of the provisions of this Lease as expressly provide that they will operate after any such expiration or termination or which of necessity must continue to have effect after such expiration or

termination, notwithstanding that the clauses themselves do not expressly provide for this;

- 2.15.14. unless expressly otherwise stated, no provision of this Lease shall constitute a stipulation for the benefit of any person (*stipulatio alteri*) who is not a party to this Lease;
- 2.15.15. the use of any expression covering a process available under South African law (such as "winding-up") shall, if any of the Parties is subject to the law of any other jurisdiction, be interpreted in relation to that Party as including any equivalent or analogous proceeding under the law of such other jurisdiction; and
- 2.15.16. the terms of this Lease having been negotiated, the rule of construction that, in the event of ambiguity, the Lease shall be interpreted against the Party responsible for the drafting thereof, shall not apply in the interpretation of this Lease.

3. LEASE – NATURE OF LEASE

- 3.1. The Landlord hereby lets the Property to the Tenant who Leases it at the rental, for the period and subject to the provisions contained or referred to in this Lease.
- 3.2. The Landlord warrants that it has the authority to enter into this Lease Agreement and is the registered owner of the Property.

4. PURPOSE

No portion of the Property may be used for any purpose which does not accord with the use rights attaching to the Property, and the Tenant may not use the Property for any other purpose than the Business. The Landlord does not hold out or warrant that the Property is suitable for the Tenant's purposes and is not liable to do any work or alterations to comply with the requirements of any authority.

5. PERIOD

Notwithstanding the Signature Date of this Lease, it shall commence on the Commencement Date stipulated in clause 2.4 above and shall endure for the period stipulated in clause 2.7 above.

6. RENTAL

156

The parties record that no rental will be payable in terms of this agreement. The Lessee however undertake to maintain the property and to pay all municipal charges in respect of the property for the duration of the lease.

7. LIABILITY FOR CERTAIN OTHER CHARGES

- 7.1 The Tenant is liable for payment of all charges and/or levies made in respect of the Property such as, but not limited to:
 - 7.1.1. sewerage and rubbish removal fees and for any new levy or tax which may be imposed in respect of the Property and/or any buildings on the Property after the date of this Lease as well as for all increases in all of the aforesaid charges after the date of this Lease. These payments shall be made directly to the Landlord;
 - 7.1.2. usage of water and electricity consumed in, on or in connection with the Property;
 - 7.1.3. any levies of whatever nature which may be imposed by any government, municipal, provincial or other competent authority in respect of the ownership of Property or in respect of services supplied to occupiers of the Property;
 - 7.1.4. Any expenses (excluding strictly limited to expenses of a capital nature) which the Landlord may be obliged to incur in respect of the Property (whether in the Property or the Building/s) as a result of any legislation, and/or regulations whether governmental, provincial or municipal.
- 7.2. Any official account received from a municipal or other authority shall be regarded as prima facie proof that the amounts thereof are due and payable until the contrary is proved.
- 7.3. In the event of the Tenant failing to pay any account referred to in this clause on the due date, the Landlord shall be entitled to pay such account on behalf of the Tenant and to recover the amount thereof, together with interest as provided elsewhere in this agreement from the Tenant.

8. PROHIBITIONS

- 8.1 The Tenant shall not -
 - 8.1.1. cede, assign, mortgage or otherwise encumber this Lease or any part thereof without the prior written consent of the Landlord, which consent shall not be unreasonably withheld.
 - 8.1.2. allow or permit anything to be done or omitted on the Property which is or may become a nuisance or disturbance to neighbours or to the general public;

- 8.1.3 use the Property otherwise than in accordance with its zoning and the purpose of this Lease described above in clause 3;
- 8.1.4. at any time, whether this may be allowed in terms of a statute or other law, allow itself to be changed into another type of legal entity without the Landlord's prior written consent; and
- 8.1.5 appoint or at any time change any existing appointment of any Property manager or management agent or similar party to manage the Property without the Landlord's prior written consent, which consent shall not be unreasonably withheld.

9. MAINTENANCE OF PROPERTY

- 9.1. The Tenant shall maintain the Property and all improvements on it in a good state of repair, tidiness and hygiene and shall not allow the accumulation of litter or rubbish on the Property and shall regularly remove all litter, rubbish or refuse from the Property.
- 9.2. Without derogating from the generality of the Tenant's obligations herein, the Tenant shall from time to time, be obliged at its own cost, to maintain and/or repair the interior of the Buildings, (including all lights, globes, doors, roller shutter doors, locks and keys, windows and glass) including any improvements, fixtures, fittings, appliances, floor covering, ceiling tiles and partitioning, fair wear and tear excepted.
- 9.3. The Tenant shall be responsible for repairing all damages to the Property caused by or arising from any actual or attempted forced entry, theft or burglary to the extent that the insurers, subject to the conditions contained herein, do not repair such damage; such repairs in that event to be for the Landlord's cost, including any excess amounts due under such insurance policies.
- 9.4. The Tenant shall be obliged to keep the inside of the Buildings clean.

10. THE TENANT'S GENERAL RIGHTS AND OBLIGATIONS

- 10.1. The Tenant shall not:-
 - 10.1.1 contravene nor permit any contravention of any statutes, ordinances, statutory regulation, proclamations and by-laws or any town planning scheme or title deed conditions or regulations relevant to the conditions of any licenses relating to or affecting the occupation of the Property or the conduct of the Tenant's business thereon;
 - 10.1.2 do or permit to be done in the Property anything which may constitute a nuisance, disturbance or inconvenience to the occupiers of the adjoining premises or Building/s;

- 10.2 The Tenant shall be entitled to make alterations, additions or improvements to the aforesaid Property, whether structural or otherwise. For purposes of this clause 10 such alterations, additions or improvements shall be referred to as "alterations".
- 10.3 The Tenant undertake to provide the Landlord in writing on an annual basis with a detailed report reflecting all alterations which was effected during the preceding year setting out the costs incurred by the Tenant in respect of such alterations.
- 10.4 If any alteration is made by the Tenant, then upon the expiration or earlier termination of this Agreement, the Landlord will not compensate the Tenant for such alterations made by the Tenant during the existence of the lease agreement.
- 10.5 The Tenant shall not keep or do or permit to be kept or done in the Property anything which, in terms of any conditions of any insurance policy held from time to time by the Landlord or the Tenant in respect of the Property or any part thereof, may not be kept or done therein, or may render such insurance void or voidable, or which will or may increase the rate of premiums payable in respect of any such fire insurance policy, unless an amendment to any such policy is obtained to permit the keeping of any particular article or the conducting of any activity in or upon the Property by the Tenant. Upon written request the Tenant will be provided with a copy of any insurance policy held from time to time.
- 10.6 The Tenant shall obtain all trading licenses and other permissions which may be necessary for its use of the Property and the Tenant shall be liable to obtain or renew such licenses or permissions. The risk and related costs of obtaining such licenses or permissions lies with the Tenant.

11. LANDLORD'S RIGHTS AND OBLIGATIONS

The Landlord:-

- 11.1 shall, if the Tenant fails within a reasonable period of time to comply with the provisions of this Agreement, be entitled to repair the Property or any part thereof and for such purpose shall have all reasonable access thereto together with such developers, workmen, vehicles and equipment as may be required;
- 11.2 shall carry out such alterations or repairs as quickly as reasonably possible in the circumstances and the Tenant nevertheless agrees and acknowledges that, notwithstanding any inconvenience it may suffer, or loss of beneficial occupation of the Property or part thereof which is may sustain as a result of the building operations, or delay in the completion thereof, it shall have no claim or right of action for damage or otherwise against the Landlord, its builders, workmen and agents, nor shall it be entitled to any remission of rental from the Landlord;

11.3 shall be entitled to inspect the Property at all reasonable times;

12. LOSS OR DAMAGE / INJURY OR DEATH / INDEMNITY / INSURANCE

12.1 Loss or Damage / Injury or Death

The Landlord shall not be liable for any loss of or damage suffered by the Tenant to its goods or otherwise by virtue of the Tenant's occupation of the Property, whether such loss is occasioned by fire, rain, hail, leakages, earthquakes, riot, vis major burglary or any other reason whatsoever, unless such damage or loss is caused as a direct result of the negligence of the Landlord, its employees or agents. Furthermore, the Tenant will have no claim against the Landlord by virtue of the death or personal injury of any persons in or about the Property, unless such death or personal injury is caused as a direct result of the negligence of the Landlord, its employees or agents.

12.2 Indemnity / Injury or Death

The Tenant hereby indemnifies the Landlord against any damage which the latter may suffer by virtue of any claim instituted against it by virtue of the death or injury of any person or by virtue of the loss of or damage to Property, suffered in or about the Property, unless such damage, loss, death or injury is caused as a direct result of the negligence of the Landlord, its employees or agents.

12.3 Insurance

The Tenant is obliged to insure its own office fitting and fixtures, as well as all movable assets brought by it onto the Property with a reputable insurance company, acting reasonably, for the full replacement value thereof, from time to time.

12.4 Indemnity / Damage or loss of property

The Tenant hereby indemnifies the Landlord against any damage or loss of property which the latter may suffer by virtue of any act of theft, forced entry, rain, water, lighting, and wind, unless such damage or loss is caused as a direct result of the negligence of the Landlord, its employees or agents.

13. INSPECTION

The Landlord will be entitled from time to time at reasonable times to enter upon the Property to inspect it.

160

14 COMPLIANCE WITH STATUTES, LAWS AND RULES

The Tenant shall in the conduct of its activities on the Property comply with all laws, by-laws and regulations affecting the Property.

15 WARRANTIES

- 15.1 The Landlord does not warrant or represent that the Property is fit for the purpose referred to in this Lease and the Tenant accepts the risk in this regard. In particular, the Landlord does not warrant that the Tenant or any sub-Tenant will obtain any required license to conduct any activity on the Property. The Tenant will not be entitled to a reduction of rental or to cancel the Lease if the Property is not so fit

In the event that the Property is not fit for the purpose which the Tenant has in mind for it or in the event that the Tenant or any sub-Tenant fails to obtain any license to conduct any activities on the Property, the Tenant will not be entitled to cancel this Lease or to withhold payment of any amount due in terms of this Lease or to claim a reduction of rental or any other relief.

- 15.2 Each of the parties hereby warrants to and in favour of the others that:

15.2.1. it has the legal capacity and has taken all necessary corporate action required to empower and authorise it to enter into this Lease;

15.2.2. this Lease constitutes an Lease valid and binding on it and enforceable against it in accordance with its terms;

15.2.3. the execution of this Lease and the performance of its obligations hereunder do not and shall not:

15.2.3.1. contravene any law or regulation to which that party is subject;

15.2.3.2. contravene any provision of that party's constitutional Leases; or

15.2.3.3. conflict with, or constitute a breach of any of the provisions of any other Lease, obligation, restriction or undertaking which is binding on it.

- 15.3. The Landlord warrants and represents to the Tenant that:

15.3.1 there have been no and there shall be no applications, steps, proceedings or orders for the deregistration, winding-up, liquidation, Business rescue, judicial management or administration of the Landlord, whether provisional or final;

15.3.2 the Landlord is the lawful and registered owner of the Property, which was registered in the applicable Deeds Offices;

161

- 15.3.3 no Leases have been entered into by the Landlord whereby any restrictive conditions or servitudes or other real rights attach to the Property or in terms of which any person, natural or corporate, is entitled to obtain any real rights to the Property, save as provided for in the title deeds of the Property and this Lease;
 - 15.3.4 the Landlord is not a party to any current or pending litigation or similar legal proceedings (including arbitration, criminal proceedings or administrative proceedings) and the Landlord is not aware of any facts or circumstances, which may now or in future lead to any such proceedings against the Landlord or the Property; and
 - 15.3.5 it is entitled to let the Property to the Tenant in the manner contemplated in this Lease.
- 15.4 Each of the representations or warranties given by the parties in terms of 15.1, 15.2 and 15.3 above, shall:
- 15.4.1. be given as at the signature date;
 - 15.4.2. be a separate warranty and will in no way be limited or restricted by inference from the terms of any other warranty or by any other words in this Lease;
 - 15.4.3. continue and remain in force for the duration of this Lease; and
 - 15.4.4. *prima facie* be deemed to be material and to be a material representation inducing the other parties to enter into this Lease.
- 15.5 Without prejudice to the rights and remedies available to the parties at law, the party providing the warranty hereby indemnifies the other party and holds it harmless against all claims, liabilities, damages and losses which may appear and which flows from or is caused by a breach and/or non-fulfilment of any of the warranties given by that party above.

16 BREACH

- 16.1 Should Tenant:
- 16.1.1 fail to pay any rent or other amounts on due date and, after having received 10 (TEN) days written notice calling on Tenant to pay such rent or other amount, continues to fail to pay; or
 - 16.1.2 commit any other breach of the conditions of this lease and fail to remedy that breach within 10 (TEN) days of written notice to Tenant requiring that such breach be remedied; or

162

16.1.3 compromise or attempt to compromise, either under the provisions of the Companies Act of 2008, as amended, or under common law, with its creditors; or

16.1.4 fail to satisfy or settle any default judgment against the Tenant within 20 (TWENTY) days after its grant or take steps to rescind any default judgment;

16.1.5 be placed under a provisional or final order of liquidation;

then the Landlord shall have the right, but shall not be obliged, forthwith to and without prejudice to its claim for arrears of rent or for damages which it may have suffered by reason of the Tenant's breach of contract or as a result of a premature cancellation;

16.1.6 cancel this Lease and to resume possession of the premises;

16.1.7 execute any covering security in favor of the Landlord.

16.2 In the event of the Landlord cancelling this Lease and in the event of the Tenant disputing the right to cancel and remaining in occupation of the premises:

16.3 Tenant shall, pending settlement of any dispute, either by negotiation, arbitration or litigation, continue to pay (without prejudice to its rights) an amount equivalent to the monthly rental and all other amounts payable provided for in this lease and in advance on the 1st day of each and every month.

16.4 The Landlord shall be entitled to accept and recover such payments, and such payments and the acceptance thereof shall be without prejudice to and shall not in any way whatsoever affect the Landlord's claim of cancellation then in dispute.

16.5 Should the dispute be resolved in favour of the Landlord, the payments made and received in terms of this paragraph shall be deemed to be amounts paid by the Tenant on account of damages suffered by the Landlord by reason of the cancellation of the lease or the unlawful holding over by the Tenant.

17 DOMICILE AND NOTICES

17.1 The parties respectively elect:

17.1.1 the street addresses appearing in clauses 1.1 and 1.2 respectively as their respective *domicilia citandi et executandi*;

17.1.2 the postal addresses or telefax numbers or email addresses in clauses 1.1 and 1.2 respectively for purposes of notices and correspondence to be given in terms of this Lease.

17.2 Any notice given to a party will be deemed to have been received by such party and its contents to have come to such party's notice:

163

- 17.2.1 if despatched by registered mail to the party's chosen postal address then on the 5th (fifth) day after the posting thereof in the Republic of South Africa;
- 17.2.2 if despatched by telefax or e-mail to the party's chosen telefax number or e-mail address then on the date of transmission of the telefax or e-mail between 08:00 and 17:00 on Mondays to Fridays; and
- 17.2.3 if delivered to the party's chosen domicile to a person apparently over the age of 14 years, then upon such delivery between 08:00 and 17:00 on Mondays to Fridays.

The abovementioned provisions of this clause do not preclude a party from giving notice to the other party in any other way.

- 17.3 A party is entitled to amend its chosen street address, postal address, telefax number or e-mail address by giving written notice of the amendment to the other party, which notice will become binding on the other party upon receipt thereof.
- 17.4. Notwithstanding anything to the contrary herein contained a written notice or communication actually received by a party shall be an adequate written notice or communication to it notwithstanding that it was not sent to or delivered at its chosen *domicilium citandi et executandi*.

18. GENERAL

18.1 Non-variation

No alteration, variation, addition or consensual cancellation of or to this Lease (including this clause) nor the waiver of any right will be of any force or effect unless reduced to writing and signed by both parties.

18.2 Whole Lease

This Lease contains the whole Lease between the parties and there are no prior or parallel Leases between them.

18.3 Representations - Warranties

Neither the Landlord nor anyone on its behalf has made any representation or given any warranty which induced the Tenant to enter into this Lease, unless expressly contained herein.

18.4. Severability

Each and every clause and paragraph of this Lease is severable from each and every other clause and paragraph thereof and should any such clause or paragraph, or any part thereof, be void or voidable for any reason, or be contrary to any statutory or other legal provision, it will be severed from the rest of the Lease and the rest of the Lease shall remain of full force and effect.

18.5. Risk

Everything brought into or onto the Property or the Property by the Tenant is brought into or onto the Property or the Property at the Tenant's sole and exclusive risk.

18.6 Interest on arrears

Without prejudice to any other rights which the Landlord may have under the said circumstances, if any amount due in terms of this Lease is not paid timeously, the Landlord is entitled to claim interest on the amount at 2% (two percent) more than the Prime Rate.

165

SIGNED at WELKOM on this _____ day of _____ 201____

AS WITNESSES:

1. _____

2. _____

E.T. TSOAELI

Municipal Manager

FOR: Matjhabeng Local Municipality

SIGNED at WELKOM on this _____ day of _____ 201____

AS WITNESSES:

1. _____

2. _____

M.E. SOMHLAHLO

FOR: CGOC Aviation (Pty) Limited