

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

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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.

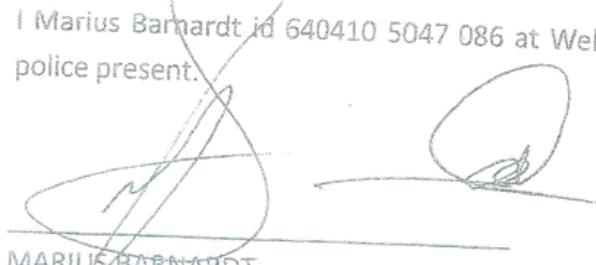
16

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
4590 K 6

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 Moses | M | 65 0910 5487080 | 65/9/10 | Houer | KSA | Friedlies | 1986 | Herengr. | 1990 | IVU |
| Afhanglike(s)/Dependant(s) | | | | | | | | | | |
| 1 Lydia | V | 64 0513 0384089 | 64/3/13 | ECH. | RSA | | | | Cab. | es |
| 2 Geoffrey | m | | 85/10/11 | seun | II | | | | II | .. |
| 3 | | | | | | | | | | |
| 4 | | | | | | | | | | |
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| 10 | | | | | | | | | | |
| 11 | | | | | | | | | | |
| Getrouwd te Married at | Adelaide/Srus | Kerk Church | Horne Cyprus | H.S. Nr. M.C., No. | 359457 | 89/7/20 | | | | |

Getroud te
Hassiod en

Adcydiasorus

Kerk
Ghus

Home Affairs

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

359459.d. 89/7/26

Voltooi deur
Compleated by

Woongebiedbestuurder Manager Residential Area

Datum uitgereikt
Date issued

92/5-17

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

| | | | | | | | | |
|-------------------|--|--|--|--|--|--|--|--|
| Aantal vertrekken | | | | | | | | |
| Number of rooms | | | | | | | | |

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



human settlements
Department of
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: | D - 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

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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 hede te vereffen en eiendommerg van
 die restant aan die erfgenaam/erfgename ingewysde die goldende reg our 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 AFRIKAANS | NAME IN PERSIAN |

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 MERETO JMA SEKARAPANE | African Spark AFRICAN GOSPEL AFRICAN Gospel | 083 882 7814 072 179 1026 079 998 5987 | |
| A.P. MATEKO | AFRICAN CHURCH | 074 6 244 6 | |
| E. N. Modis | Housing Admin. | 082 139 186 | |
| S.T. THAGS | African gospel | 073-7388113 | |
| N.M. THAGS | AFRICAN Gospel | 073-7388113 | |
| M.I. NTOMI | AFRICAN gospel | 073 932 6767 | |
| E. SOTEP | AFRICAN gospel | 072 830 7165 | |
| N. LEBAJOA | Housing Admin | 087-9166173 | |

Annexeure 2

2011.2612 08:10 0514320399

EMPIRENI COPY

#1519 P.001 / 001

2132

AANSOEK OM VERANDERING VAN BEWONER

PERSEL NUMMER ... 4192 ... DATUM ... 5/11/1997
 UXHES VERKLAAR EK DIJ ONDERGETEKENDE DAT BOGENOEMDE 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, 9405

P.O. BOX 10400, TRANSPORT, 1098, STREET, R. JOLENG, WELKOM

52910417033

1.6 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

1.3 EK VERSTAAN OOK DAT EK DIE VOLDE KOT, OP DATUM BETAAL MOET
 WEGS VOORDAT EK DIE TITEL VAN DIE RAAD KAN AANKOP
 DEUR DIE AANGAAN VAN IN KOOPDOOREENKOMS EN BETALING VAN DIE
 KOOPSONLEN KOSTE.

1.4 KHOUENTER DIE BEPALINGE SOWIS HIERBO VITEENGESTEL NIE NAKOM
 NIE SAL HIERDIE COGESKOM 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 Pho

ID NOMMER:

DIENSTEGELD UITSTAAND: R 00,00
DATUM:

3. BEHUISINGSBEAMPTE:

3.1 HIERMEE CERTIGGER E DOKSAK OP ... DIE PERSEL
 BEGROK HET - DAT DIE PERSEL ONBEGROK IS / DIE VOLGENDE
 PERSONE MAG OP DIE PERSEL PRENUORDIG

3.2 HIERMEE WORD BEVESTIG DAT VLGENS DIE BEHUISINGREGISTER
 VAA'R T.O.V. VAN HIERDIE PERSEL NOMMER ... NIE N
 GELDIGE KOOPKONTRAK OF HULUKONTRAK BESTAAAN NIE.

DATUM:

BEHUISINGSBEAMPTE

Pieter
001

13

Annexure 13

13263 Colg

| | |
|---|--|
| MATHABENG | |
| Municipality • Municipaliteit | |
| <input type="checkbox"/> Bank Cheque | |
| <input checked="" type="checkbox"/> Kontra Cash | |
| 494573 | |
| GENTVANG van RECEIVED from | |
| die bedrag van the sum of | |
| SECHTE M | |
| THREE | |
| Rand | |
| Seri/Cards | |
| Verfor: <u>Dordabis</u> | |
| R 3.00 | |
| OFFISIELLE KWITANSIE OFFICIAL RECEIPT | |
| TSP28 | |
| VISTAS COURIER For CITY TREASURER | |
| Printed by Vistas Courier (011) 447 7892 - Port | |

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 | T14840 | 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: | MATJAHABENG 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 31,928 |
| 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 |
| Aged, Disabled, Indigent & PHP (Plus) | R 0 |
| Total Subsidy | R 36,718 |

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)

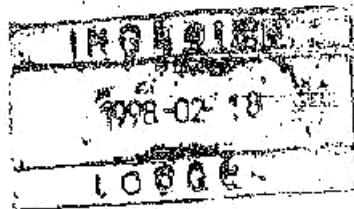
That a residential permit be issued to Celestina Moleleki as she is responsible for the house.

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.S 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 TAGTIG) 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

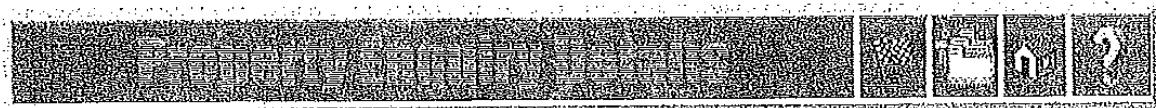
Folio Nr. in register



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

DUNDEE

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 ERWEDE (20342) (20088) (20101) (20345) (20344)
GROOT (311m²) (267m²) (380m²) (355m²) (299m²)
DIE KOOPPRYS is die bedrag van R 30,000,-00 (Dertigduende Rand)
2. betaalbaar deur die Koper aan die Verkoper as volg:

Die balans koopprys is betaalbaar 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 betaalbaar 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 3460
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 |
| Plot no | : | 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 |

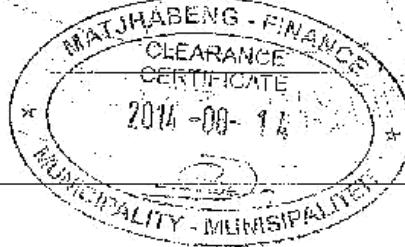
Name and identity/Registration: MBALI MOFOKENG, ID: 9404240394
number of all purchaser/s

This certificate is valid until 2014/10/31

Given under my hand at

MUNICIPAL MANAGER

MATJHABENG MUNICIPALITY



14/08/2014
Date issued

Authorised Official

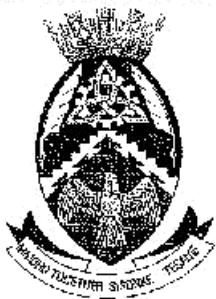
28

Anneuvre 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 |
|--|-----------|----------|
| | | |

DEPARTMENT OF HOME AFFAIRS

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 VOORHEEDE
IN HEKSENGESET WENDENS DAY, VOLGENS MY VLAAMENHOOG SPAR HEK
WYSIGING OF VERVANGING OF DIE OORIGINAALREKE DOCUMENT AANVLE
GEGROEN DIT.

I CERTIFY THAT THIS DOCUMENT IS A TRUE COPY OF THE INFORMATION PROVIDED IN THE
ORIGINAL DOCUMENT WHICH WAS SUBMITTED TO ME FOR APPROVAL ACCORDING TO
THE LAWS OF SOUTH AFRICA OR THE LAWS OF THE REPUBLIC OF SOUTH AFRICA.
I CHARGE MYSELF WITH THE CARE OF THE ORIGINAL DOCUMENT.

MANIE VAN DER STAD

02114975

02114975

02114975

02114975

SUID-AFRIKAANSE POLITIEDIENS
STATIONSKOMMISSARIS OPS-VYSTATE
BETHLEHEM

2001-05-31

STATION KOMMISSARIS 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 Matang | M. | 1140266 | 1933/09/16 | Hoof | S.S. | Dr. D. B. | | Uitkyr | 1958 | 10/16b. | |
| Afhanklike(s)/Dependant(s) | 1 Maria | V. | 4619782 | 1952/11/30 | Aggenote | S.S. | | | | | Okus. Gedoopte 10/16a. | |
| 2 | | | | | | | | | | | | |
| 3 | | | | | | | | | | | | |
| 4 | | | | | | | | | | | | |
| 5 | | | | | | | | | | | | |
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| 7 | | | | | | | | | | | | |
| 8 | | | | | | | | | | | | |
| 9 | | | | | | | | | | | | |
| 10 | | | | | | | | | | | | |
| 11 | | | | | | | | | | | | |

Getroud te
Married at Onderkaksons.

Vertrek deur
Completed by John Dreyer Bloemfontein

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.

Aantal vertrekke
Number of rooms

Handtekening of linkerdium-
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 RAHO RAHO

NAAM IN DRUKSKrif
NAME IN PRINT

Victoria Witsie

19 Oct. 2017 13:04

No. 0540 P. 3/9

THE GOVERNMENT OF THE
REPUBLIC OF SOUTH AFRICA

MAGISTRATE COURT: ODENDAALSRSU

Private Bag X 2, ODENDAALSRSU 9480 • WEEBER STREET;
ODENDAALSRSU

Tel (057) 3541294

Fax (057) 354 1100 /0866217805

BRING IS 'N ECHTE REPRODUKSIE VAN 'N AMPLIFIED DOCUMENT WAARAN MY VIR WAARNEMINGEN GEVAT IS. DIT IS 'N OORSPRNLKIE DOOKUMNT AANDER SERTIFISEERD DAT VOLGENS MY WAARNEMINGEN DOKUMNT NEURIG IS EN HANDELING OP 'N ECHTE OORSPRNLKIE DOOKUMNT AANDER WIGING IS.

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

1/2
ME. Nooo

Datum: 30-06-2011

AANSTELLING AS EKSEKUTEUR : VERTEENWOORDIGER

BOEDEL WYLE -

T SEKO APRIL Motaung

ID 320916 5137 08 8

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

Volle name:

MOTLALEPYLE MARIA Motaung

520121 0240 08 0

443 BLOCK 7

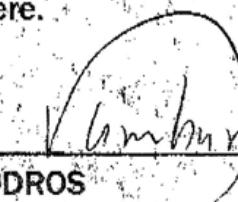
K45L09A046

ODENDAALSRSU 9480

ID no:

Adres:

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 ODENDAALSRSU

| |
|--------------------------|
| LANDDROS |
| PRIVATSAK/PRIVATE BAG X2 |
| 2011-06-30 |
| ODENDAALSRSU 9480 |
| MAGISTRATE |

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



| |
|------------------------|
| NAME IN PRINT |
| NAME IN PRINTER |
| HANDETERKENNINGSKETURF |
| NAME |
| NUMBER |
| FORCE NUMBER |
| NAME IN DRUKSKrif |

| |
|--|
| SOUTH AFRICAN POLICE SERVICE THE STATION COMMANDER: COMMUNITY SERVICE CENTRE ODENDAALSRSU |
| 2011-07-01 |

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
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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

A handwritten signature in black ink, appearing to read "Clir Macingwane T M". The signature is fluid and somewhat stylized, with the initials "T M" at the end.

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

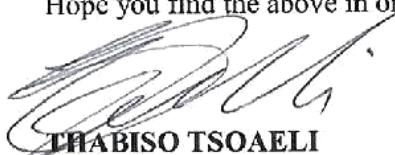
Dear Sir

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 other 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 | 132 555 566 | 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 | 406 778 000 |
| 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 | 76,20% | 261 475 050 | 206 340 177 | 75,93% | 627 540 121 | 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

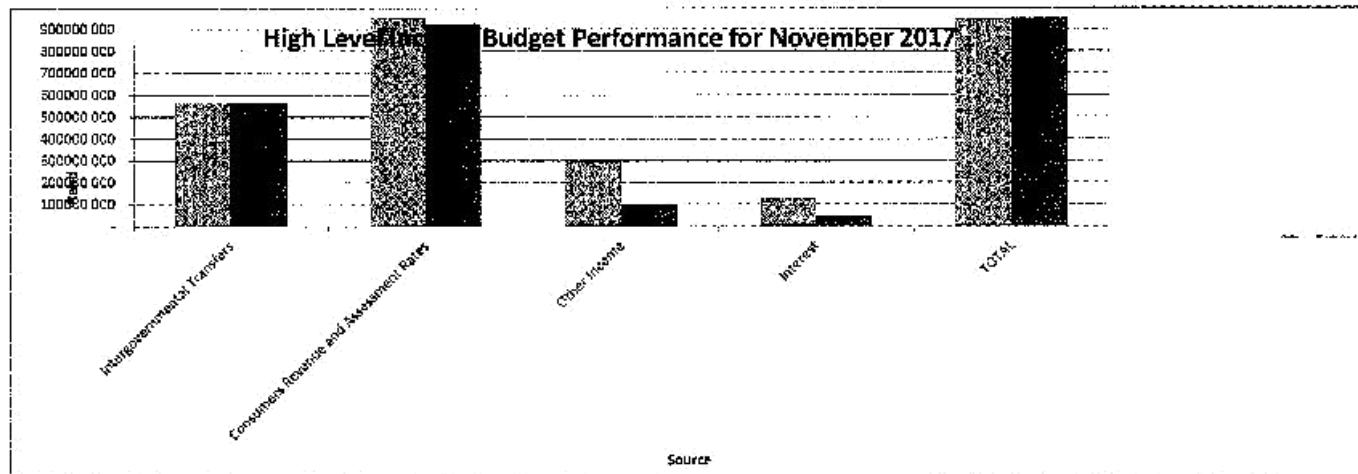
R 303 490 946

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

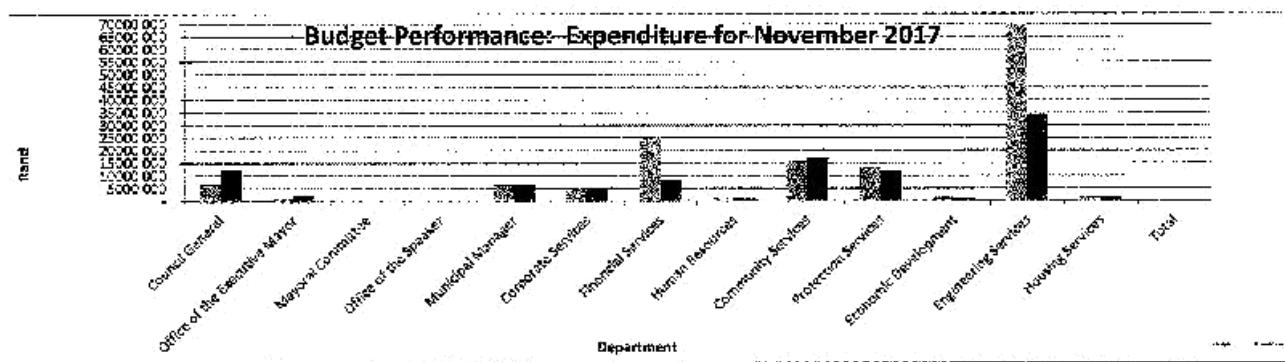


| TABLE 4 (S71(1)(c), S71(2)(e), S71(3)) | | Budgeted for the month | Actual for the month | % Spend | Budgeted for year to date | Actual for year to date | % Spend | Budget 2017/2018 | Projected Expenditure for rest of year |
|--|--------------------|------------------------|----------------------|---------|---------------------------|-------------------------|---------------|----------------------|--|
| 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% | 58 915 853 | 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 | 677 693 893 |
| Housing Services | 1 359 148 | -669 631 | -55.22% | | 9 795 742 | 9 209 072 | 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
based on the expenditure being

70,09% of the budgeted amount and the projection for the year
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 1 606 117 187 |
| Net cashflow | -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 | 16 261 779 | -26,26% | 55 220 546 | 33 746 404 | 48 728 12* |
| Office of the Executive Mayor | 719 242 | 745 155 | -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% | 48 828 847 | 25 024 140 | 45 992 694 |
| Financial Services | 4 251 549 | 4 363 150 | +2,78% | 7 157 744 | 33 663 237 | +16,05% | 96 770 693 | 23 129 354 | 55 752 52* |
| Human Resources | 1 185 021 | 1 043 783 | -12,14% | 5 246 105 | 5 322 155 | +1,56% | 14 582 551 | 7 529 417 | 12 957 672 |
| Community Services | 19 105 540 | 12 555 118 | -26,57% | 62 672 745 | 55 579 512 | -13,55% | 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% | 45 572 277 | 32 416 623 | -18,09% | 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 | 27 123 073 | -11,02% | 292 646 372 | 282 617 811 | -4,05% | 706 911 293 | 386 664 935 | 670 252 746 |

D SPENDING ON KEY & OTHER VOTES - NOVEMBER 2017

| KEY & OTHER VOTES | Budgeted for the month | Actual expenditure for the month | Actual for the years 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 | 2 561 487 | | 9 501 108 |
| CS: Meter Management | 229 961 | 4 744 269 | 2 336 327 | 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 3 7 6 585 | 10 421 429 | | 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 | 220 981 | 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 | 2 1 2 2 2 01 | 1 818 275 | | 2 292 370 |
| CC: Printing & Publ. Servs | 221 451 | 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 | 1 389 273 | 3 347 805 | | 6 028 330 |
| CC: Uniforms & Protective Clothing | 225 210 | 4 135 139 | 3 445 583 | 4 393 716 | | 48 223 073 |
| CC: Water Fund | 224 037 | 1 740 366 | 3 208 832 | 20 894 462 | | 29 584 337 |
| INV: Consumable Stores | 226 290 | 6 4 5 652 | -1 502 503 | 3 578 914 | | 17 752 229 |
| TOTAL | 38 787 315 | 29 852 465 | 169 125 344 | 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 | +3 613 | 30 153 | 143 520 | -13 576 | 214 246 |
| Corporate Services | 37 543 | 100 902 | +65 059 | 139 717 | 379 350 | -139 645 | 455 321 |
| Financial Services | 34 281 | 104 377 | +104 156 | 410 232 | 236 251 | -707 119 | 1 150 237 |
| Human Resources | 870 | 85 754 | -22 084 | 3 349 | 33 156 | -38 100 | 3 338 |
| MATJAHABA: Govt. Services | 1 230 568 | 1 265 306 | +36 722 | 8 452 330 | 9 394 703 | -5 631 605 | 15 465 52 |
| Project Services | 533 462 | 952 730 | +416 268 | 2 5 7 3 12 | 4 229 831 | -1 715 192 | 6 641 546 |
| Engineering Development | 1 424 527 | 2 210 306 | +786 782 | 7 322 131 | 40 761 | -38 870 | 17 333 |
| Engineering Services | 1 416 | 11 151 | -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 | 17 118 273 | 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 counsellors(Medca) for further tracing |
| 30 | ERDORFEL MYN | 1 930 666 | Busy with payment arrangement with mine |
| 31 | STEYNH A | 1 898 249 | 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 08 169 | 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 | 158 556 658 | |

| | | | |
|---|----------------------------------|--|--|
| 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

| TABLE 6 -- [S7f(1)(d)] | Capex for November 2017 | Capex year to date |
|-------------------------------|-------------------------|--------------------|
| 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 | 69 766 512 |

| 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 | 1 573 516 | 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.

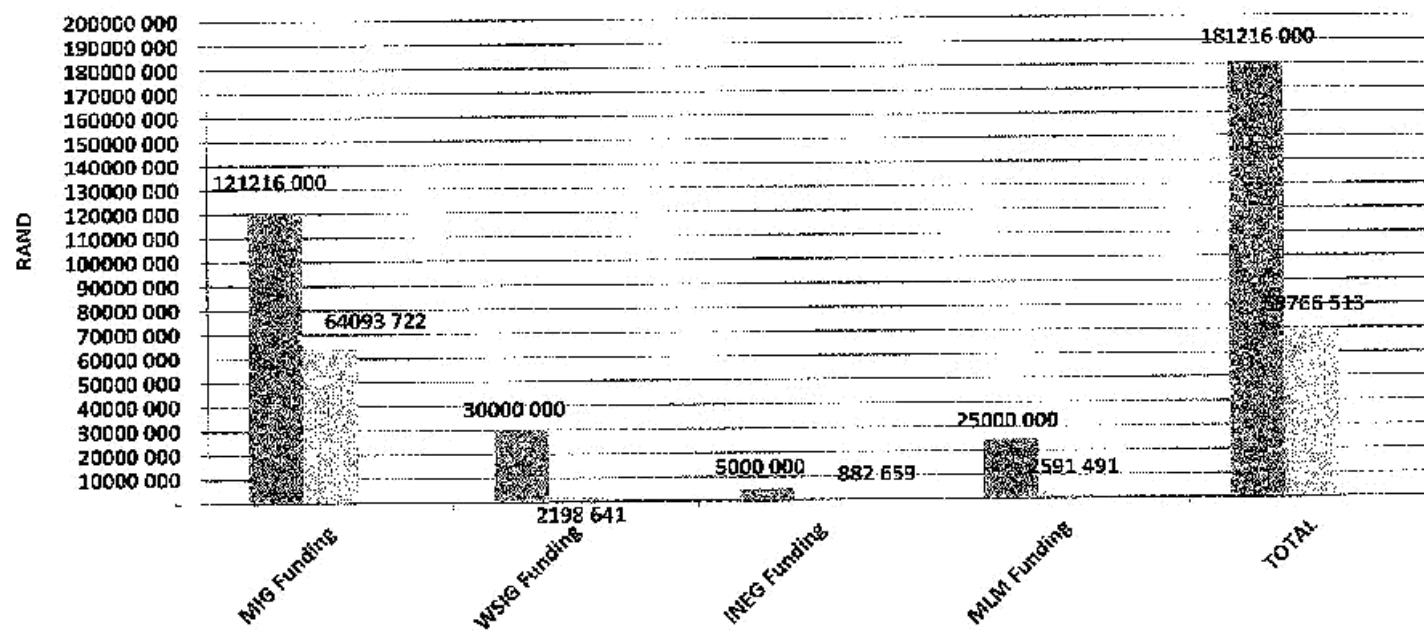
Not Applicable

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 Mashoeru | 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 Parmentier
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 | 10 037 564 | 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 against the budgeted amount of R 1 481 395 656

3. OTHER REVENUE

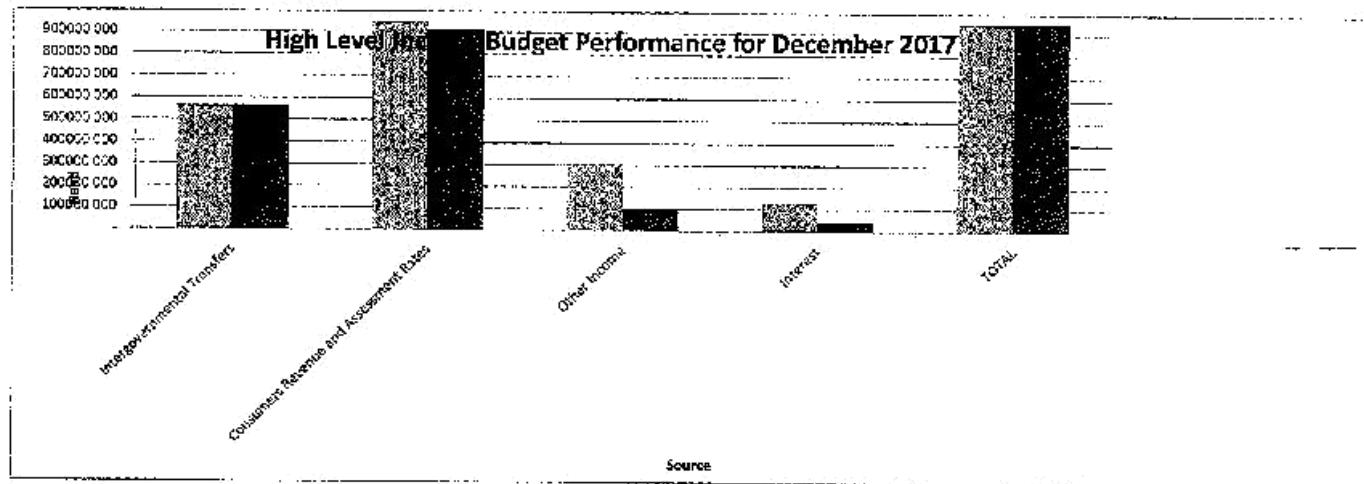
Other revenue which includes fines indicate an income of approximately R 303 490 946 if the same method of projection is used.

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 |

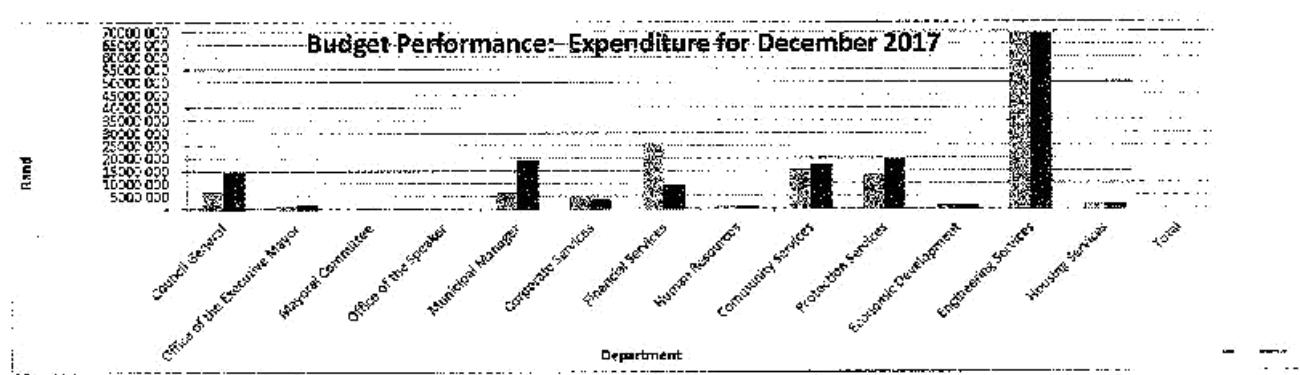
Total projected revenue for the 2017/2018 financial year based on the income for December 2017 and taken into consideration that grants are guaranteed income, the projection for the full year amounts to R1 618 538 267 against the budgeted amount of R 2 480 389 359



| 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% | 53 230 548 | 53 570 352 | 57 036 102 |
| Office of the Executive Mayor | 113 242 | 75 761 | -3 974 | 4 315 453 | 4 525 259 | +4 88% | 3 000 020 | 4 525 353 | 8 060 719 |
| Officer in the Speaker | 131 642 | 2 244 571 | -754 153 | 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% | 20 914 427 | 21 428 343 | +2 51% | 46 426 821 | 21 428 343 | 42 928 607 |
| Finance Services | 4 231 516 | 4 515 723 | +6 78% | 25 365 235 | 28 180 871 | +15 38% | 50 776 585 | 28 180 871 | 56 361 960 |
| Human Resources | 1 385 021 | 1 083 472 | -3 75% | 7 126 122 | 6 645 227 | -5 84% | 14 268 253 | 8 643 227 | 12 924 853 |
| Community Services | 6 735 945 | 13 210 585 | +21 15% | 108 818 466 | 79 738 315 | -28 637% | 21 7 031 205 | 79 738 015 | 182 956 338 |
| Projector Showers | 10 334 055 | 8 575 307 | -12 42% | 69 800 | 63 485 360 | -11 71% | 21 016 305 | 63 485 360 | 17 375 992 |
| 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% | 7 333 035 | 8 692 711 | +9 83% | 15 006 084 | 8 692 711 | 17 351 422 |
| TOTAL | 50 505 274 | 55 326 204 | 5 03% | 363 455 647 | 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 | 227 003 | 1 650 785 | 1 706 987 | 2 689 051 | | |
| OAPS: B&A Business & Finance Management | 227 004 | 1 925 705 | 3 374 226 | 19 652 665 | | |
| OAPS: B&A Project Management - Revenue Management | 227 004 | 3 215 280 | 87 485 | 540 183 | | |
| OAPS: Legal Cost Adv & Legal Action | 227 024 | 316 657 | 11 980 077 | 29 902 652 | | |
| OCNTR: Maintenance of Equipment | 228 024 | 9 832 213 | 11 324 070 | 37 211 925 | | |
| OCNTR: Safety and Security | 228 024 | 1 341 387 | 9 136 497 | 28 614 607 | | |
| OD: Advertising Fees | 229 024 | 63 333 | 278 911 | 1 734 314 | | |
| OD: Food & Beverage Creation | 230 027 | 168 531 | 73 142 | 1 691 417 | | |
| OD: Fording & Publishing | 230 451 | 950 146 | 316 036 | 462 388 | | |
| OD: Protesters' Fees - Membership Fees | 230 052 | 565 323 | - | 3 314 066 | | |
| OC: System Access & Information Fees | 230 040 | 501 817 | 1 284 539 | 6 532 344 | | |
| OC: Uniforms & Protective Clothing | 230 010 | 4 161 133 | 159 356 | 4 523 551 | | |
| OC: Water | 230 081 | 1 742 366 | 3 789 376 | 20 729 557 | | |
| OV: Consumable Stores | 230 050 | 8 475 552 | 4 563 729 | 12 427 589 | | |
| TOTAL | 38 727 315 | 53 749 252 | 213 873 232 | 464 727 782 | 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 | | | | | | | |
| Municipal Manager | | | | | | | |
| Corporate Services | | | | | | | |
| Financial Services | | | | | | | |
| Human Resources | | | | | | | |
| Community Services | | | | | | | |
| Projector Showers | | | | | | | |
| Economic Development | | | | | | | |
| Engineering Services | | | | | | | |
| Housing Services | | | | | | | |
| TOTAL | 3 423 765 | 5 822 654 | +2 399 084 | 20 542 785 | 35 117 936 | +14 575 170 | 42 036 526 |

| E | TOP 50 DEBTORS - DECEMBER 2017 | |
|----|--------------------------------|--|
| | 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 | PHINDIANA PROPERTIES 169 | 9 205 913: Handed over to Municipal debt collectors/Tatelco |
| 4 | SEDIENGWATERAAD | 9 046 517: Matter currently handled with Municipal debt collectors/Tatelco. A reference attached |
| 5 | SEDIENGWATER | 8 647 391: Matters currently handled with Municipal debt collectors/Tatelco. A reference attached |
| 6 | TDS TECHNICAL COLLEGE | 8 092 344: Client is doing settling dates matter given over to Municipal debt collectors/Tatelco |
| 7 | REAHOLA HOUSING ASSOCIA | 6 299 658: No co motion, Camelot 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 clearance |
| 17 | SRF 2315 (WELKOM) PTY | 2 787 971: On d suspension list for 14 Jan 2018 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 | FINOTAL FUND LTD | 1 413 635: Current account |
| 23 | ERF 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.

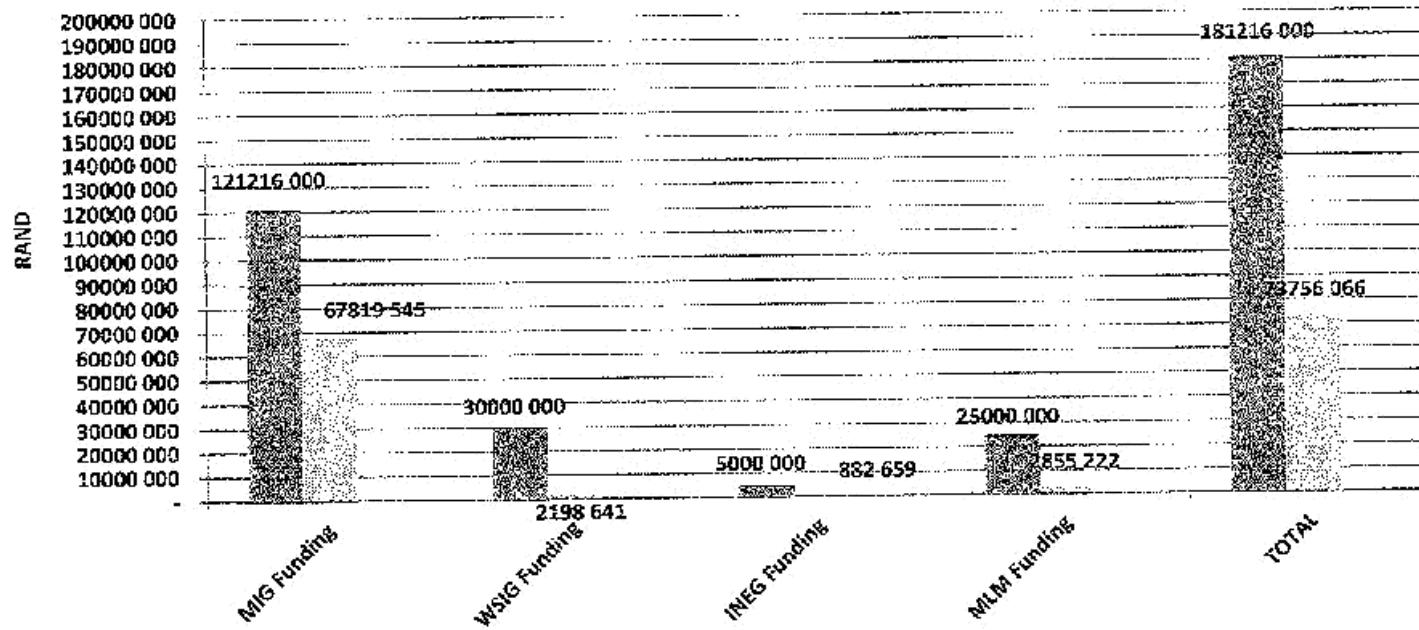
Not Applicable

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 | 950 354,05 | 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 | 263 298,48 | 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 Rumatsiso | 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 | 263 298,48 | 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 | 950 354,05 | 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 | 28 424 690 | 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 | 128 854 652 | 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)] | | | |
| | 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 | 78 117 808 | 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 | 960 257 |
| 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 | 10 614 569 |
| 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 proposals 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 | 2 183 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)] | Budget for the six months | Actual for the six months | received % | Budget 2017/18 | Projection of Revenue for rest of year |
|--|---------------------------|---------------------------|------------|----------------------|--|
| | | | | | |
| ACTUAL REVENUE PER REVENUE SOURCE [S71(1)(a)] | | | | | |
| 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 | 12 066 685 |
| 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)] | Budgeted for the six months | Actual for the six months | % Spend | Budget 2017/18 | Projected Expenditure for rest of year |
|--|-----------------------------|---------------------------|------------|----------------------|--|
| | | | | | |
| ACTUAL EXPENDITURE PER VOTE [S71(1)(c)] | | | | | |
| 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. | SEDIENG WATERAAD | 6 036 617,06 | Matters currently handled with Municipal debt collectors (Tifecta) reference attached |
| 5. | SEDIENG WATER | 8 447 351,34 | 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 | Who is having dispute with sewerage point busy as 2nd 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 WELKOY (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 | Client 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 | 52 135 528 |
| 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 | 518 535 | 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 | 1 780 924 | 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% | 59 516 573 | 41 651 277 | 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% | 9 495 643 | 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 | 2 576 820 | 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.

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| 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) |



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| 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.

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| | <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> |

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| 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

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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

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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

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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.

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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;

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- 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

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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:

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- 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.

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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