

MATJHABENG MUNICIPALITY

ANNEXURES

of the

**5TH ORDINARY COUNCIL MEETING
FOR THE YEAR 2019**

convened for

FRIDAY, 30 AUGUST 2019

at

15h00

at the

**COUNCIL CHAMBERS, CIVIC CENTRE,
WELKOM**

Tel: 051 447 1960
 Fax: 051 430 8250/086 5209041
 Mob: 082 889 2844
 Ref No: 1.2.5
 E-mail: mmasoetsa@salga.org.za
 Date: 29 July 2019



To: All Municipalities
 Attention: Speakers
 Cc: Mayors
 Chief Whips
 Municipal Managers

NOMINATION OF SALGA FREE STATE PROVINCIAL WORKING GROUP MEMBERS

Municipalities are requested to submit names of two councillors, who will serve as members in each of the below stated SALGA provincial working group with relevant experience and/or potential (e.g. Member of Mayoral Committee (**one nominated/designated member and one alternate member, who will attend working group meeting when the nominated member is not available**),).

1. Nominations should serve before a Council and become a Council Resolution
2. Nomination forms should be signed by Council Speakers

SALGA working groups develop policies, strategies and programme to address critical issues within the sector. They serve as a forum through which Organized Local Government can consult on a political level in order to contribute towards the creation of democratic and economically viable Local Government.

#	WORKING GROUP	Functional areas
1	Capacity Building and Institutional Resilience;	<ul style="list-style-type: none"> • Capacity development: Human Resources, Capacity Building and Labour Relations implications; • Organisational development: LR Implications; • Restructuring of municipalities; • Labour relations matters; and • Institutional issues relating to Municipal Service Partnerships.
2	Community Development and Social Cohesion	<ul style="list-style-type: none"> • HIV/Aids awareness; • Health; • Poverty Alleviation; • Arts and Culture; • Public Safety <ul style="list-style-type: none"> ○ Local crime prevention; ○ Disaster Management; ○ Policing and law enforcement; ○ Emergency and fire services • Youth development programmes;

<p>3</p> <p>Councillor Welfare and Empowerment Governance and Intergovernmental Relations</p> <ul style="list-style-type: none"> • Councillors Remuneration; • Tools of Trade; • Councillor Indemnity and related matters; and • Roles of elected municipal representatives; • Powers and functions of municipalities; • Local Government legislation; • Constitutional matters; • IGR Policy issues; • Traditional leaders; • Demarcation issues; • Elections & Municipal by-laws; • Public participation; • Oversight and governance; • Parliamentary and legislative matters; • Municipal interventions (Section 154); • Councilor Codes of Conduct and 139); • Enforcement mechanisms for accountability; • NCoP Programmes; Local Government Week and Outreach Programme. • Integrated development planning (IDPs, GDS, NSDP) • Town planning and land use management; • Public Employment Programmes; • Expanded Public Works Programme (EPWP); • Community Works Programme; and (EPWP); • Municipal-Private Sector Innovation on Public Employment Initiatives. 	<p>4</p> <p>Economic Empowerment and Public Employment Programmes</p> <ul style="list-style-type: none"> • Integrated development planning (IDPs, GDS, NSDP) • Town planning and land use management; • Public Employment Programmes; • Expanded Public Works Programme (EPWP); • Community Works Programme; and (EPWP); • Municipal-Private Sector Innovation on Public Employment Initiatives. 	<p>5</p> <p>Electricity and Energy Provision</p> <ul style="list-style-type: none"> • Energy Matters; • Electricity Value Chain; • Licensing & NERSA Matters; • Tariff Modelling & Technology Systems; • Integrated Resource Plan (IRP); • Renewable Energy. 	<p>6</p> <p>Environmental Planning and Climate</p> <ul style="list-style-type: none"> • Environmental regulations and Policies;
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7	<p>Municipal Finance and Fiscal Policy</p>	<p>Programmes.</p> <ul style="list-style-type: none"> • Housing and Planning Strategies; • Affordable Housing Markets; • Spatial Planning and Land-use management; • Integrated Urban Development framework (IUDF). <ul style="list-style-type: none"> • Intergovernmental fiscal policies; • Municipal finance: <ul style="list-style-type: none"> <input type="checkbox"/> Credit control and enforcement mechanisms <input type="checkbox"/> Revenue Generation Strategies <input type="checkbox"/> Municipal finance management • Municipal Owned Entities (performance and governance); • Municipal capital projects; • Infrastructure investment; • Municipal Debt Management and Review; • MsCoa Review. <ul style="list-style-type: none"> • Water; • Sanitation; • Waste Management; • Tariff modelling; • Water Boards; • Bulk Water; distribution and reticulation value chain.
9		

Signed nomination forms should be send back to vmoyikwa@salga.org.za
dmoloi@salga.org.za on 02 August 2019.

Yours Sincerely,


 MR ZANOXOLO L. FUTWA
 PROVINCIAL EXECUTIVE OFFICER

Tel: 051 447 1960
 Fax: 051 430 8250/086 5209041
 Mob: 082 889 2844
 Ref No: 1.2.5
 E-mail: minasoelsa@salga.org.za
 Date: 29 July 2019

NOMINATION OF SALGA FREE STATE WORKING GROUP MEMBERS



MUNICIPALITY: _____

1. CAPACITY BUILDING AND INSTITUTIONAL RESILIENCE WORKING GROUP

Municipality	No	Name of councillor	Status	Email address
	1		Member	
	2		Alternate	

2. COMMUNITY DEVELOPMENT AND SOCIAL COHESION WORKING GROUP

Municipality	No	Name of councillor	Status	Email address
	1		Member	
	2		Alternate	

3. COUNCILLOR WELFARE AND EMPOWERMENT GOVERNANCE AND INTERGOVERNMENTAL RELATIONS WORKING GROUP

Municipality	No	Name of councillor	Status	Email address
	1		Member	
	2		Alternate	

4. ECONOMIC EMPOWERMENT AND PUBLIC EMPLOYMENT PROGRAMMES WORKING GROUP

Municipality	No	Name of councillor	Status	Email address
	1		Member	
	2		Alternate	

5. ELECTRICITY AND ENERGY PROVISION WORKING GROUP

Municipality	No	Name of councillor	Status	Email address
	1		Member	
	2		Alternate	

Tel: 051 447 1960
Fax: 051 430 8250/086 5209041
Mob: 082 889 2844

Ref No: 1.2.5

E-mail: mmasoeta@salga.org.za

Date: 29 July 2019

NOMINATION OF SALGA FREE STATE WORKING GROUP MEMBERS

MUNICIPALITY: _____

1. CAPACITY BUILDING AND INSTITUTIONAL RESILIENCE WORKING GROUP

Municipality	No	Name of councilor	Status	Email address	Cell phone number
	1		Member		
	2		Alternate		

2. COMMUNITY DEVELOPMENT AND SOCIAL COHESION WORKING GROUP

Municipality	No	Name of councillor	Status	Email address	Cell phone number
	1		Member		
	2		Alternate		

3. COUNCILLOR WELFARE AND EMPOWERMENT GOVERNANCE AND INTERGOVERNMENTAL RELATIONS WORKING GROUP

Municipality	No	Name of councillor	Status	Email address	Cell phone number
	1		Member		
	2		Alternate		

4. ECONOMIC EMPOWERMENT AND PUBLIC EMPLOYMENT PROGRAMMES WORKING GROUP

Municipality	No	Name of councilor	Status	Email address	Cell phone number
	1		Member		
	2		Alternate		

5. ELECTRICITY AND ENERGY PROVISION WORKING GROUP

Municipality	No	Name of councillor	Status	Email address	Cell phone number
	1		Member		
	2		Alternate		

NOMINATION OF SALGA FREE STATE WORKING GROUP MEMBERS

MUNICIPALITY: _____

6. ENVIRONMENTAL PLANNING AND CLIMATE RESILIENCE WORKING GROUP

Municipality	No	Name of councillor	Status	Email address	Cell phone number
	1		Member		
	2		Alternate		

7. HUMAN SETTLEMENTS AND MUNICIPAL PLANNING WORKING GROUP

Municipality	No	Name of councillor	Status	Email address	Cell phone number
	1		Member		
	2		Alternate		

8. MUNICIPAL FINANCE AND FISCAL POLICY WORKING GROUP

Municipality	No	Name of councillor	Status	Email address	Cell phone number
	1		Member		
	2		Alternate		

9. WATER, SANITATION AND WASTE MANAGEMENT WORKING GROUP

Municipality	No	Name of councillor	Status	Email address	Cell phone number
	1		Member		
	2		Alternate		

nomination form must be signed off by the Council Speaker.

Name: _____

Signature: _____

Date: _____

Signature: Speaker

10	Sewer needs attention	Meter leakages				Needs to be done	Meeting held 20/07/2019 Community needs sites Title deeds
11							No report
12							No report
13							No report
14							No report
15				High mass lights not working	No collecting	Illegal dumping sites	09/07/2019 held mass meeting.
16	Orange grove sewer spillage	5 reported from Feb 2019	none	none	none	none	No meeting
17	10 raised and all repairs	12 raised	Gravelling was done in some areas.	None reported	None reported	On-going cleaning campaign	Cllr Stofile was the caretaker for the ward. Meeting held on 17 July 2019
18		18 leakages reported 10 pipe burst	none	Needs of high 3 mass light	Dumping site next to ipucuko school		3 stakeholders meeting, sports clinic and education. 19/07/2019 had ward committee meeting
19							
20	None	4 reported none attended. Pipe burst at block 7	none	none	Illegal dumping site next to Icoseng school and municipal offices		10/07/2019.Sports meeting, ward committee meeting on 29/07/2019

21							No report
22							No report
23							No report
24	Gravelling of roads in the ward	5 pipe burst reported and 3 attended	Needs high mass lights	none	Refuse removal has led to illegal dumping		22 and 03 July Ward Committee meetings and 23 July ward Mass Meeting
25							No report
26							No report
27							No report
28							No report
29	15 reported and not attended	4707 mxi street leakage	Mxi street needs attention	none	Refuse removal is a serious health challenge in the ward	Long grass cutting around lebogang school	16 July wad committee meeting 22 July Mass meeting
30							No report
31							No Report
32	19 reported and not fixed	13 leakages not fixed. Others have more than 5 months reported	Potholes remains a challenge around the streets in this ward	Most streets lights are not working.	Dustbins are needed. Collection day of rubbish	Grass cutting	No report.
33							No report

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34							No report
35	reported not fixed, remains a problem. Since Feb 2019	None	Need of speedhumps needed in many streets. Potholes reported but not attended	28 streets light are not working need to be fixed	None	Long trees needs cutting at nella street	12/05/2019 meeting at Odendaalsrus hall
36							
General comments:							25 wards have no report which is 75%. We have serious backlog of sewer and water leakages in most wards. Our township wards needs roads to be fixed, graded or paved. High mass lights are not working in most wards. Garbage collection remains a serious concern in all our wards. Potholes also needs attention since they are a challenge. 58 % of our challenges of service delivery can be addressed in a short term. Mass meetings held is only 5% of the total wards as per requirements. Challenge is said to be non-availability of loud-hailer. Only 20% of ward committee meetings are sitting.

MATJHABENG

MUNICIPALITY UMASIPALA

6 Dagbreek Hof
Burgher Street
Dagbreek
WELKOM 9459



MASEPALA MUNISIPALITEIT

Tel: (057) 3524046
Cell: 0824914052
Fax: 0866920367
E-mail: piet.botha@vodamail.co.za

Raadslid/Councillor PF Botha

24 July 2019

The Municipal Manager
Matjhabeng Municipality
PO Box 708
WELKOM 9460

By: E-mail

Dear Mr. Tsoaeli,
QUESTIONS OF WHICH NOTICE HAS BEEN GIVEN.

In terms of the Standard Rules and Orders of council to wit RULE 52, I would like to ask the following questions at the ordinary Council meeting next ensuing.

BACKGROUND:

The Local Economic Development Department (LED) is headed by an Executive Director and has a number of Employees having to facilitate, source and establish new businesses in the Matjhabeng area so that it can facilitate job creation. This has been in existence for a very long time at great expense to the residents of Matjhabeng yet very little return is experienced and unemployment is the highest in the Free State. The question must be whether the residents can still afford a LED Department or should it be scrapped altogether. With this in mind I want to ask the following questions;

1. How many Employees works in the LED Department? Please be specific on which person occupies which position. Acting Employees included.
2. What is the monthly salary bill for this Department (LED)? Give it at the end of June 2019 please. Include acting allowances/acting Director as well please.
3. How many NEW businesses have been established/re-located to/in Matjhabeng in the past five (5) years? This means NEW businesses that have been established from outside of Matjhabeng. Not “old”/current businesses that moved premises for instance.
4. At what expense, if any, to Council were these businesses established? Please include rebates for services, sale of erven at lower costs than market value etc.

12

- 5. How many REAL NEW job opportunities and actual jobs have been created in Matjhabeng in the past five (5) years?**
- 6. Do we have an incentive policy in place for the establishment/re-settlement of new businesses in Matjhabeng? If not, why not and when will it be brought to Council for approval?**
- 7. When will a permanent LED Executive Director with the required skill set and experience in LED and Local Economic Affairs, be appointed, if any? If not in the pipeline to appoint such a person, what is the plan with the LED Department?**

Regards,

(Sent electronically without signature)

Councillor PF Botha

**Municipality
P/ O Box 708
Welkom, 9460
South Africa**



**Municipalities
Tel: (057) 391 - 3711
Fax: (057) 357- 4393
mm@matjhabeng.co.za**

OFFICE OF THE MUNICIPAL MANAGER

To : Clr Piet Botha
From : OFFICE OF THE MUNICIPAL MANAGER
Mr. Thabiso Tsoaeli

Date : 19th August 2019

RE- QUESTIONS OF WHICH NOTICE HAS BEEN GIVEN IN TERMS OF THE STANDARD RULES AND ORDERS OF COUNCIL RULE 52

The above matter refers.

We acknowledge receipt of your letter dated 24th July 2019

1. How many NEW businesses have been established/re-located to/in Matjhabeng in the past five (5) years? This means NEW businesses that have been established from outside of Matjhabeng. Not "old"/current businesses that moved premises for instance.

The LED department has embarked on the development of the Local Economic Development Strategy for Matjhabeng Local Municipality. Urban – Econ Development Economics was appointed by Harmony Gold at instance of the department in to develop the strategy on behalf of MLM. We therefore attach the undermentioned documents for your perusal:

- a) Inception report,
- b) Draft Status Quo report
- c) A copy of a power point presentation from Urban Econ that summarises all the research conducted thus far and the findings.
- d) Draft LED strategy for 2019.

2. At what expense, if any, to Council were these businesses established? Please include rebates for services, sale of erven at lower costs than market value etc. Several business sites have been advertised over the past five years but less than 10% of those have been disposed. The reasons vary from poor responses from bidders and to delays in the Supply Chain Management Process of the intuition. We have agree that there must be rapid and deliberate disposal of business sites in order to invigorate business development. It is also critical that informal trading areas must be declared by council prior to February 2019 in order to increase informal trading for SMME.

3. How many REAL NEW job opportunities and actual jobs have been created in Matjhabeng in the past five (5) years?

The status quo report addresses this question. It is however important to indicate a comprehensive Land Audit has been completed and data on land use in Welkom. Royal HaskoningDHV has been appointed to review the Spatial Development Framework (1st Draft), Housing Sector Plans (1st Draft) and Land Use Management Scheme. The Municipal Planning Tribunal is attending land use application and more business will be created.

4. Do we have an incentive policy in place for the establishment/re-settlement of new businesses in Matjhabeng? If not, why not and when will it be brought to Council for approval?

The incentive scheme is available. We are however embarking on the review of the Incentive Scheme and it is part of the Service Delivery and Budget Implementation Plan for the 2019/2020 financial year.

5. How many Employees works in the LED Department? Please be specific on which person occupies which position. Acting Employees included.

See attached spreadsheet as Annexure A

6. What is the monthly salary bill for this Department (LED)? Give it at the end of June 2019 please. Include acting allowances/acting Director as well please.

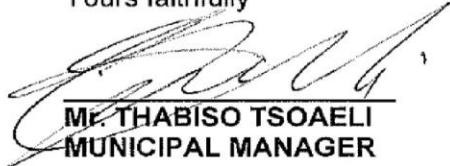
See attached spreadsheet as Annexure A

7. When will a permanent LED Executive Director with the required skill set and experience in LED and Local Economic Affairs, be appointed, if any? If not in the pipeline to appoint such a person, what is the plan with the LED Department?

The recruitment LED Director is underway and the closing date of advertisement is the 16th August 2019

I hope you find this in good order

Yours faithfully



Mr. THABISO TSOAELI
MUNICIPAL MANAGER

15

Anesthesia A

MATJHABENG

MUNICIPALITY UMASIPALA

6 Dagbreek Hof
Burgher Street
Dagbreek
WELKOM 9459



MASEPALA MUNISIPALITEIT

Tel: (057) 3524046
Cell: 0824914052
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E-mail: piet.botha@vodamail.co.za

Raadslid/Councillor PF Botha

25 June 2019

The Municipal Manager
Matjhabeng Municipality
PO Box 708
WELKOM 9460

By: E-mail and by hand

Dear Mr Tsoaeli,
QUESTIONS OF WHICH NOTICE HAS BEEN GIVEN

In terms of Rule 52 of the standing rules and orders I intend to ask the following questions at the Council meeting next ensuing.

BACKGROUND:

In May 2018 a contract was signed with the Media News to manage all outdoor advertising of the Municipality for the period of three years. On 31 May 2018 I raised a motion to have the contract cancelled which Council agreed to unanimously. In the meantime another contract was signed with the Media News.

I would like to ask the following questions in relation to this:-

1. When was the “second” contract signed? Please provide a copy of the signed contract.
2. When was this specific contract advertised and in which newspaper? Please provide documentary proof of advertisement.
3. If not advertised as per the Supply Chain Management Policy explain why not and also why were the SCM deviated from? Please quote specific sections used to deviate from.
4. How much money has been paid over to the Municipality since the first and second contract was entered into? Please provide the vote number(s) and proof of payments made into the accounts.
5. Who is the person appointed to check to see how much they, Media News, must pay and reconciling if the amount received is indeed correct?



6. If the amount received is not correct, or no money has been received, what action has been taken to correct the matter?
7. What happens to moneys raised when people advertise on the electronic billboard in front of the clock tower? Is it for the account of Media News or for the Municipality?
8. Does Media News pay for the electricity consumption of the electronic billboard? If so how much and if not why not? Please provide a printout of the latest account rendered for their specific account.
9. In terms of which By-Laws, policies or procedures were they appointed to act for and on behalf of the Municipality? In other words they quote certain by-laws and legislation on which they charge business people. I would like to know what those are. Please be comprehensive and provide proof that those By-Laws have been gazetted in the Provincial Gazette.

You are to answer these questions at the Council meeting next ensuing i.t.o. the Standing Rules and Orders.

Regards,



Cllr PF Botha

MATJHABENG

**MUNICIPALITY
UMASIPALA**
P O Box 247
HENNENMAN
9445



**MASEPALA
MUNISIPALITEIT**
CELL : 083 654 9593
FAX : 057 573 1083

Email: maxiebadenhorst@hotmail.com

Councillor M J Badenhorst

July 16, 2019

The Municipal Manager
Matjhabeng Local Municipality
P.O.Box 708
Welkom
9460

Dear Mr. Tsoaeli by: email

QUESTIONS OF WHICH NOTICE HAVE BEEN GIVEN: ESTABLISHMENT OF CEMETERY WARD 1

In terms of the Standing Rules and Orders of Council, rule 52, I intend to ask the following questions at the Ordinary Meeting of Council next ensuing.

BACKGROUND:

During the Council meeting of 29 March 2019 I posed a question on the Draft IDP, specifically regarding the creation and upgrading of cemeteries in Ward 1 with a project value of R 29 970 388.78 million. R 20 118 356.86 to be spend in the 2019/2020 financial year and R 1 273 741.52 to be spend in 2020/2021 financial year.

The Mayor indicated that Administration will look into the cost and give feedback at a later stage. During the meeting of 28 May 2019 the final draft IDP was on the table for approval by Council. It should be noted that the exact same amounts are displayed on the final draft IDP.

During a visit to Mmamahabane in June I found that construction on the cemetery has already commenced and to date a lot of work has already been completed.

According to the 2018/2019 IDP the project value also amounted to R29 970 388.78 but the proposed amount for 2019/2020 only amounted to R13 797 017 and R13 000 000 for the 1920/1921 financial year

19

and R852 322.20 for the 1921/1922 financial year compared to the 2019/2020 IDP which reflects different figures.

I would therefore like to ask the following questions at the next Ordinary Council Meeting.

QUESTIONS:

1. What is the reason for the major adjustment in the figures from the 2018/2019 IDP to the 2019/2020 IDP for the same project?
2. Who is the appointed contractor for the establishment of the new cemetery in Mmamahabane?
3. How/where/when was the contract advertised? Please attach the advertisement.
4. What will the total cost as per the contract/s for the establishment of the new cemetery in Mmamahabane be?
5. Either attach the contract/s or provide me with a breakdown of the different costs of the contract, i.e. fencing, ablution blocks, environmental studies, paving, etc.
6. How much was spent on the upgrading and creation of cemeteries as per the IDP in the 2018/2019 financial year in Ward 1.
7. How much will be spent in the 2019/2020 financial year on :
 - 7.1 the upgrading of cemeteries in Ward 1,
 - 7.2 creation of cemeteries in Ward 1 and
 - 7.3 the maintenance of cemeteries in Ward 1
8. The cemeteries in Ventersburg and Mmamahabane is in total state of neglect, if the amount in the IDP included the upgrading of cemeteries why was no maintenance or upgrading done to the already established cemeteries?
9. If there is a maintenance contract for the upkeep of cemeteries in Matjhabeng,
 - 9.1 Who is the appointed contractor?
 - 9.2 What is the contract value to be paid annually for the upkeep of the cemeteries?

Yours faithfully

Cllr. M J Badenhorst

MATJHABENG

Municipality
P/ O Box 708
Welkom, 9460
South Africa



Municipalities
Tel: (057) 391 - 3212
Fax: (086) 215- 6693
E-Mail mm@matjhabeng.co.za

OFFICE OF THE MUNICIPAL MANAGER

To : Cllr MJ Badenhorst
 From : OFFICE OF THE MUNICIPAL MANAGER
 Mr. Thabiso Tsoaeli

Date : 19th August 2019

RE-QUESTIONS OF WHICH NOTICE HAD BEEN GIVEN

The above matter refers.

We acknowledge receipt of your letter dated 16th July 2019

To submit responses to council questions posted by Cllr Badenhorst, in terms of Rule 52 of the Standing Rules and Orders.

1. **What is the reason for the major adjustment in the figures from the 2018/2019 IDP to the 2019/2020 IDP for the same project?**
 The figures that were in the 2018/19 were an estimate before going out on tender and the 2019/20 figures are due to the amount that the appointed contractor tendered for.
2. **Who is the appointed contractor for the establishment of the new cemetery in Mmamahabane?**
 Oarabile Plant Hire
3. **How/where/when was the contract advertised? Please attach the advertisement.**
 See attached copy of advertisement as "Annexure A"
4. **What will the total cost as per the contract/s for the establishment of the new cemetery in Mmamahabane be?**
 Total cost R36 576 729.42
5. **Either attach the contract/s or provide me with a breakdown of the different costs of the contract, i.e. fencing, ablution blocks, environmental studies, paving, etc.**
 See attached breakdown as "Annexure B"
6. **How much was spent on the upgrading and creation of cemeteries as per the IDP in the 2018/2019 financial year in Ward 1.**
 R11 688 500.78.
7. **How much will be spent in the 2019/2020 financial year on :**

- 7.1 The upgrading of cemeteries in Ward 1, No upgrading
- 7.2 Creation of cemeteries in Ward 1
R15 768 356.87
- 7.3 The maintenance of cemeteries in Ward 1
The maintenance budget for cemeteries is for all Municipal cemeteries.
- 8. **The cemeteries in Ventersburg and Mmamahabane is in total state of neglect, if the amount in the IDP included the upgrading of cemeteries why was no maintenance or upgrading done to the already established cemeteries?**
Due to shortage of staff maintenance could not adhere to.
- 9. **If there is a maintenance contract for the upkeep of cemeteries in Matjhabeng,**
9.1 Who is the appointed contractor?
No contractor appointed for Maintenance of Cemeteries.
9.2 What is the contract value to be paid annually for the upkeep of the cemeteries?
All cemeteries are maintained internally

I hope you find this in good order

Yours faithfully



Mr. THABISO TSOAELI
MUNICIPAL MANAGER

"Annexure A"

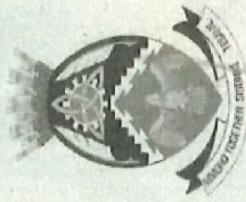
Construction Costs		Engineers Estimate at Registration @ September 2017	Contractors Tender @ December 2018	Variance
A1	SITE WORKS	16 304 800,00	17 074 626,65	769 826,65
Paved road		5 670 000,00	6 405 427,50	735 427,50
Gravel Roads		6 620 000,00	6 692 983,17	72 983,17
Provincial road right turn lane including taper plus ber mouth (180m x 3.7) - not needed due to site relocation		1 080 000,00	-	(1 080 000,00)
Provincial road left turn lane and approach to cemetery with taper (3.5 x 60 x 3.7) - not needed due to site relocation		540 000,00	-	(540 000,00)
Trees & Planting		110 000,00	36 400,00	(73 600,00)
Parking area paving incl layerworks and kerbs		232 800,00	2 059 175,98	1 826 375,98
Concrete footing under full length of palisade		239 250,00	-	(239 250,00)
Concrete palisade fence including posts cast in concrete footings with 6m double gate 1800mm high		1 812 750,00	1 880 640,00	67 890,00
A2	BUILDING WORKS	755 000,00	629 000,70	(125 999,30)
Guard house		130 000,00	-	(130 000,00)
Building works including guard house, ablution block, storage and rest room		625 000,00	629 000,70	4 000,70
A3	SERVICES	1 020 500,00	3 002 980,00	3 982 480,00
Watertank with stand (Much higher stand and footing due to Engineer's structural requirements and to ensure higher water pressure - No pump needed to enable more pressure)		40 000,00	239 266,20	199 266,20
Septic tank		35 000,00	-	(35 000,00)
French drain (now including septic tank) (Original 30m. Now 240m from the building. Also much bigger design as originally allowed)		135 000,00	720 596,00	585 596,00
50mm Water supply (Original 500m, New location 240m casted in concrete)		90 000,00	605 186,80	515 186,80
High mast including security lights (Larger Mast lights were specified to provide more light to a larger area)		500 000,00	867 187,00	367 187,00
Electrical reticulation including 2m deep excavation. (More expensive LED lights were specified)		175 000,00	245 646,00	70 646,00
Electrical installation (Overhead lines were added by the Municipality to prevent theft)		45 500,00	325 098,00	279 598,00
Sub Total		19 888 330,00	24 202 587,35	4 314 257,35
A4	PROVISIONAL AMOUNTS	-	1 495 600,00	1 495 600,00
ESTIMATED CONSTRUCTION COST EXCL PRELIMS AND CONTINGENCIES		18 080 300,00	22 202 207,35	4 121 907,35
A5	PRELIMINARIES	1 808 030,00	2 000 380,00	192 350,00
Preliminaries and General		10%	1 808 030,00	2 000 380,00
Sub Total		24 202 587,35	24 202 587,35	0,00
A6	CONTINGENCIES	1 988 833,00	2 420 258,72	431 425,72
Allowance for contingencies		10%	1 988 833,00	2 420 258,72
TOTAL		21 877 163,00	26 622 846,07	4 745 683,07
A7		14% (Now 15%)	3 062 802,82	3 993 426,91
Allowance for VAT		-	24 939 965,82	30 616 272,98
TOTAL INC VAT				5 676 307,16

Consultant Costs (Vat Inclusive)		Engineers Estimate at Registration @ September 2017	Revised Fees	Variance
PROFESSIONAL FEES & DISBURSEMENTS		5 030 622,98	5 960 456,44	930 033,47
3	ESTIMATED PROFESSIONAL FEES & EXPENSE & COSTS (VAT INCLUSIVE)	3 740 994,87	4 592 440,95	851 446,07
2	NORMAL SERVICES (15%) (R24 939 965,82) (now R30 616 272,98)	-	-	-
STAGE 1	Inception	5 %	187 049,74	229 622,05
STAGE 2	Concept & Viability (Preliminary designs)	25 %	935 248,72	1 148 110,24
STAGE 3	Design Development (Detailed Designs)	25 %	935 248,72	1 148 110,24
STAGE 4	Documentation and procurement	15 %	561 149,23	688 856,14
STAGE 5	Contract administrations and inspection	25 %	935 248,72	1 148 110,24
STAGE 6	Close Out	5 %	187 049,74	229 622,05
3	EXPENSES & COSTS (Disbursements)	271 920,00	271 920,00	-
4	ADDITIONAL SERVICES	1 018 108,09	1 096 695,49	78 587,40
4.1	Traffic Impact Study	-	79 800,00	79 800,00
4.2	Land Surveyor	-	31 920,00	31 920,00
4.3	Survey & pegging	-	20 520,00	20 520,00
4.4	Environmental impact assessment & recor of decision in terms of NEMA	-	160 977,12	160 977,12
4.5	Environmental monitoring & monthly reporting in terms of NEMA (5 x R13164,72)	***	65 823,60	80 831,00
4.6	Water license application & risk matrix analysis in terms of DWS,	-	57 000,00	57 000,00
4.7	Town planning, sub-division, registering and title deeds in terms of CoGTA	-	164 134,92	164 134,92
4.8	Initial Geological assessment	-	57 000,00	57 000,00
4.9	Detailed Geological Investigations, laboratory testing & reports	-	114 570,00	114 570,00
or	Bulk services Report	-	68 400,00	68 400,00
4.11	Compliance to Dept. of Health requirements	-	68 400,00	68 400,00
4.12	Consolidation and registration in the Deeds Office and Surveyor General Office of land ito. Tribunal resolutions xxxxxxxxx	-	63 580,00	63 580,00
4.13	Contingencies	-	41 794,34	41 794,34
4.14	Mark up	-	87 768,11	87 768,11
TOTAL ESTIMATED PROFESSIONAL FEES & DISBURSEMENTS (VAT INCLUSIVE)		5 030 622,98	5 960 456,44	930 033,47

*** This changed due to project duration changing from 5 to 6 months and the DETEA Record of Decision and DWS requires the Environmental engineer to visit site on a monthly basis as well as at construction completion stage with monthly reports to DETEA and DWS resulting in 7 months reporting

xxxxxx Requirement of Municipal Tribunal approval for sub-division and rezoning of land to be registered which did not form part of the original project cost

Total Project Cost	29 970 388,78	36 576 729,42	6 606 340,63
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INVITATION TO BID

DESCRIPTION	EVALUATION CRITERIA	PRICE PER DOCUMENT(Non Refundable)	CIDB GRADING	COMPULSORY BRIEFING SESSION	CONTACT PERSON (TECHNICAL)	CLOSING DATE AND TIME
THE PANEL OF SERVICE PROVIDERS FOR THE TRANSITIONAL ADVISORY SERVICES TO MAJHABENG LOCAL MUNICIPALITY FOR A PERIOD OF THREE (3) YEARS	90/10 90- Price 10 - BBBEE	R500.00	N/A	Friday, 2nd November 2018 @ 10h00 TS Du Plessis Hall, Tulbagh Street Welkom	Mr Barry Golele @ (057) 391 3107	Friday 30th November 2018 @ 12h00
Documents must be collected from:						All Tender documents to be submitted at:
						Matjhabeng Local Municipality In the Tender Box placed at the entrance of Municipality offices C/O Ryk and Stateway Street Civic Centre Welkom 9460
All bid documents are available from the 2nd November 2018						Thembu Xaba @ 057 391 3213
Related queries must be directed						

requirements:

1. To submit Tax compliance verification pin on a SARS letterhead. 2. In the case of the joint venture valid and Tax compliance verification pin of all parties must be Certified Copy of Company Registration Certificate reflecting names and identity numbers of active shareholding must be attached (Except for sole traders and copy of JV agreement (in case of JV) must be attached. 5. Municipal Rates & Taxes Clearance Certificate not older than 30 days or a lease agreement must be All supplementary / compulsory forms contained in the bid document must be completed and signed in full. 6. Failure to comply with the above mentioned may invalidate your bid. 7. Bidders must attach certified or original BBBEE Verification certificate in case of Joint Venture bidders must submit consolidated BBBEE

17 of the constitution of the Republic of South Africa requires an organ of state to contract for goods and services in accordance with a system which is fair, transparent, competitive and cost effective. 2. No bid(s) will be accepted from a person in the service of the state. 3. No telegraphic, telex and late bids will be accepted bids or proposals will not necessarily be accepted and the Municipality reserves the right to accept where applicable a part or portion of any bid or where All supplemental bids or proposals from multiple bidders. 5. Municipal Supply Chain Management policy and Preferential Procurement policy Framework Act No 5 of 2000 and requirements will be applied.

By:
**MANAGER
OAEI**

2018

MATJHABENG

**MUNICIPALITY
UMASIPALA**
P O Box 247
HENNENMAN
9445



**MASEPALA
MUNISIPALITEIT**
CELL : 083 654 9593
FAX : 057 573 1083

Email: maxiebadenhorst@hotmail.com

Councillor M J Badenhorst

July 17, 2019

The Municipal Manager
Matjhabeng Local Municipality
P.O.Box 708
Welkom
9460

Dear Mr. Tsoaeli by: email

QUESTIONS OF WHICH NOTICE HAVE BEEN GIVEN: REFUSE REMOVAL AND MANAGING OF DUMPING SITES

In terms of the Standing Rules and Orders of Council, rule 52, I intend to ask the following questions at the Ordinary Meeting of Council next ensuing.

BACKGROUND

The Constitution of South Africa, 1996 (the Constitution) provides the foundation for environmental regulation and policy in South Africa. The right to environmental protection and to live in an environment that is not harmful to health or well-being is set out in the Bill of Rights (section 24 of Chapter 2). This fundamental right underpins environmental policy and law, in particular the framework environmental legislation established by the National Environmental Management Act, 1998 (Act No. 107 of 1998) (NEMA).

The Waste Act fundamentally reforms the law regulating waste management, and for the first time provides a coherent and integrated legislative framework addressing all the steps in the waste management hierarchy. The waste management hierarchy provides a systematic and hierarchical approach to integrated waste management, addressing in turn waste avoidance, reduction, re-use, recycling, recovery, treatment, and safe disposal as a last resort.

It is a well-known fact that service delivery in the Matjhabeng Municipality has almost come to a standstill with refuse removal certainly one of the major challenges the municipality is currently facing.

Refuse, in some cases, are only removed once a month resulting in a health risk for residents and leading to national franchise businesses being marked down during inspections because they are not adhering to the criteria being set by these franchises when it comes to health issues.

Complaints from residents and businesses are received on a daily basis and no solutions can be provided neither can they be provided with a schedule of when they can expect the refuse to be removed. This is now resulting in refuse bags being torn open by dogs during the night and residents resorting to either dumping refuse illegally at any open space in town, open stands, the quarries in Ventersburg or at the entrance to the dumping site in Hennenman. It is a sight to behold, especially at the quarries in Ventersburg where residents have decided that this is now their dumping site and everyone, as well as contractors working in Mmamahabane on the N1 and R70, are dumping anything and everything into the quarries and also next to the road.

On the 15th of July 2019 a businessman from Hennenman donated his back actors and trucks to assist the unit manager to have the mess cleaned up next to the R70 and also scraped the road to clear the access to the dumping site in order for residents to be able to reach the dumping site.

This unfortunately will only be a temporary resolution because the dumping site is already full due to the lack of proper management thereof and residents, not willing to go through the trouble to travel all the way to the dumping site and also not being able to access the dumping site, will just start dumping alongside the road again.

Because refuse is not being removed regularly in Ventersburg and Hennenman, residents will continue to dump at the quarries and wherever they can find a suitable place, as they have no other way of getting rid of the refuse.

According to the monthly financial report for April 2019, the Department of Community Services already spent an amount of R 17 764 637 on overtime over a period of 10 months, R 11 206 178 in excess of the budget for the period July 2018 to April 2019. You then ask yourself the question, why that money was not used to purchase additional refuse removal trucks rather than paying workers overtime for pretending to pick up papers, cutting grass and painting road marks over weekends and on public holidays, and this after a resolution of Council that overtime should be restricted to essential services only.

I therefor would like to ask the following questions:

QUESTIONS:

1. How many useful refuse removal trucks are available in Matjhabeng to service towns and townships?

26

2. If there are not enough refuse removal trucks available to service all wards in Matjhabeng, what is the interim planning to render a service to paying residents?.
3. The Mayor indicated that yellow fleet will be purchased in the new financial year commencing 1 July 2019.
 - 3.1 When will the acquisition process start?
 - 3.2 How will it be funded?
4. How are current dumping sites in Matjhabeng being managed and is it in accordance with the National Waste Management Act, 2008 (Act No. 59 of 2008)?
5. Who was appointed in the Municipality as the designated waste management officer from the administration to co-ordinate waste management matters? Please attach appointment letter.
6. Was an IWMP submitted to the MEC for approval? The IWMP must be integrated to the municipal integrated development plans (IDPs), and the municipal annual performance report must include information on the implementation of the IWMP. Please attach the IWMP plan submitted to the MEC.
7. If and IWMP was submitted to the MEC for approval, why is it not adhered to seeing the current situation in Matjhabeng?
8. How are you planning on resolving the current situation with refuse removal in the whole of Matjhabeng?
9. Why is overtime still being allowed on non-essential services such as the cutting of grass, cleaning of streets and painting of road marks over weekends and on public holidays?

Yours faithfully

Cllr. M J Badenhorst

MATJHABENG



Municipality
P/ O Box 708
Welkom, 9460
South Africa

Municipalities
Tel: (057) 391 - 3212
Fax: (086) 215- 6693
E-Mail mm@matjhabeng.co.za

OFFICE OF THE MUNICIPAL MANAGER

To : Cllr MJ Badenhorst

From : OFFICE OF THE MUNICIPAL MANAGER
Mr. Thabiso Tsoaeli

Date : 27th August 2019

RE-QUESTIONS OF WHICH NOTICE HAD BEEN GIVEN IN TERMS OF THE STANDING RULES AND ORDERS OF COUNCIL, RULE 52: REFUSE REMOVAL AND MANAGE DUMPING SITES

The above matter refers.

We acknowledge receipt of your letter dated 17th July 2019

To submit responses to council questions posted by Cllr Badenhorst, in terms of Rule 52 of the Standing Rules and Orders.

1. How many useful refuse removal trucks are available in Matjhabeng to service towns and townships?

- ❖ Currently we have 9 Compactor trucks running
- 3 Compactor trucks belongs to the Municipality
- 6 Outsourced.
- 4 Compactor trucks of the Municipality is in for repairs.

2. If there are not enough refuse removal trucks available to service all wards in Matjhabeng, what is the interim planning to render a service to paying residents?

- ❖ The Municipality is in the process of procuring fleet as per council resolution, for interim planning the Municipality has requested assistance of the service providers until the procurement process is finalized

3. The Mayor indicated that yellow fleet will be purchased in the new financial year commencing 1 July 2019

3.1 When will the acquisition process start?

The process has started we are awaiting the finalization of the R57 Contract from National Treasury.

3.2 How will it be funded?

R 20 000 00.00 is being set aside for the funding of new acquisition of fleet.

4. How are current dumping sites in Matjhabeng being managed and is it in accordance with the National Waste Management Act, 2008 (Act No. 59 of 2008)?

- ❖ They are not managed in accordance with the National Waste Management Act because of ageing fleet.

5. Who was appointed in the Municipality as the designated waste management officer from the administration to co-ordinate waste management matters? Please attach appointment letter

- ❖ The function of the Waste Management Officer is currently performed by the Manager Solid Waste Management. See attached copy of the promotion letter and Job description as "Annexure A"

6. Was an IWMP submitted to the MEC for approval? The IWMP must be integrated to the municipal integrated development plans (IDPs), and the municipal annual performance report must include information on the implementation of the IWMP. Please attach the IWMP plan submitted to the MEC.

- ❖ It was not submitted as it's still at a draft stage. See attached Draft IWMP as "Annexure B"

7. If an IWMP was submitted to the MEC for approval, why is it not adhered to seeing the current situation in Matjhabeng?

- ❖ Refer to answer in question 6

8. How are you planning on resolving the current situation with refuse removal in the whole of Matjhabeng?

- ❖ With the availability of trucks the situation is now attended to with major back-logs and receiving necessary urgency they deserve.

9. Why is overtime still being allowed on non-essential services such as the cutting of grass, cleaning of streets and painting of road marks over weekends and on public holidays?

- ❖ Overtime is been worked on adhoc basis due to shortage of staff and the reason behind is that we don't want to collapse the service delivery.

I hope you find this in good order

Yours faithfully



Mr. THABISO TSOAELI
MUNICIPAL MANAGER

MATJHABENG



MUNICIPALITY

UMASIPALA

PO Box 708
Welkom
9460

MUNISIPALITETT

MMASEPALA

Tel: [057] 391 3214
Fax: [057] 398 2167
E-mail: sarahm@matjhabeng.co.za

DEPARTMENT HUMAN RESOURCES

TO : ACTING CHIEF FINANCIAL OFFICER
FROM : PERSONNEL MANAGER
DATE : 06 NOVEMBER 2007

PROMOTION

Please take note that the undermentioned employees have been promoted as from the 1st of November 2007 and their particulars change as follows:

Name	Pay No	Department	Designation	Post Level	Annual Salary
MMY Mereko	624544	Office of Chief Operations Officer	Executive Secretary	8	R116 364
L Nel	120667	Directorate Finance	Secretary	10/9	R85 380
JZ Moolman /	222942	Social Services	Manager : Waste Management	3	R239 820


JZ MOOLMAN
PERSONNEL MANAGER

/sm

JOB DESCRIPTION FORM
 (Approved by JEWG on 9 December 2002)

SECTION A: JOB TITLE AND INFORMATION SECTION

A.1 POST IDENTIFICATION	
Municipality	MATJHABENG
Post Title	MANAGER (WASTE AND ENVIRONMENTAL MANAGEMENT)
Number of Posts	1
Job Grade	3
Date Grade Authorised	
Post Identification No/s.	
Name of Incumbent(s) and Service Numbers:	MUSO ERIC MOTHEOANE 122912

A.2 LOCATION OF POST	
(The departments or service units and sub divisions within which the post or posts are located. Use the terminology used in your municipality)	
Department	COMMUNITY SERVICES
BRANCH	WASTE MANAGEMENT

A.3 SURROUNDING POSTS	
Immediate Superior	
Job Title	Post Identification No.
EXECUTIVE DIRECTOR	
Immediate Subordinates	
Job Title(s):	Post Identification No (s).
SENIOR WASTE MANAGEMENT OFFICER	
CLEANSING OFFICER (WASTE MANAGEMENT OFFICER)	

Attach a copy of the approved organogram.

SECTION B: JOB PURPOSE, DUTIES AND RESPONSIBILITIES OF THE POST

B.1 JOB PURPOSE

Manages the implementation of policies, statutory requirements and programs designed to create awareness and reduce environmental health risks through the development of plans, co-ordination and execution of monitoring and investigative processes and dissemination of information, advice and guidelines on the status, threats and measures considered during the formulation of strategies with respect to creating, maintaining and sustaining a healthy environment.

B.2 DUTIES OF THE POST

NO.	DUTIES/TASKS (What, How and Why)	FREQUENCY
1.	A. MANAGEMENT FUNCTIONS <p>1.1 ALIGNING KEY FUNCTIONAL OBJECTIVES AND REVIEWING PROCEDURAL APPLICATIONS</p> <p>Identifies with the Community Services strategy with respect to service delivery and, defines, implements and monitors the short term plans/ objectives for the NATIONAL ENVIRONMENTAL MANAGEMENT functionality, by</p> <ul style="list-style-type: none"> • Communicating with the Senior Manager (Waste Management Branch) on specific Key Performance Areas and/ or statutory requirements encapsulated in NATIONAL ENVIRONMENTAL MANAGEMENT ACT AND WASTE ACT Legislation with a view to aligning functions and service delivery objectives against the capacity and capability of the Section. • Analysing service delivery trends and capacity against requirements to facilitate the preparation of capital and operational expenditure estimates to support plans and objectives. • Reviewing current policies, By-Laws and procedures and compiles comprehensive reports either supporting or defending powers vested in the function or recommending specific changes based on research of current trends and practices nationally and internationally. • Reporting on implementation outcomes with regards to project related interventions and work in progress and providing reasons 	<p>Objective setting and planning-short term – up to one year</p> <p>Preparation of estimates - Annually</p>

	<p>and recommendations to improve and/ or sustain the quality and performance levels of the Section.</p> <ul style="list-style-type: none"> Participating in meetings (internal and external-consultants, communities, officials and business) and, disseminating information and guidelines on statutory and regulatory requirements, current threats and strategies aimed at reducing or eliminating impact. <p>In order to ensure key service delivery priorities are identified and outcomes managed through continuous assessment, intervention and adjustment to operational plans.</p>	
1.2	<p>PERSONNEL AND PERFORMANCE MANAGEMENT</p> <p>Directs and controls the Key Performance Indicator's and outcomes of personnel within the WASTE MANAGEMENT BRANCH, by</p> <ul style="list-style-type: none"> Defining/ adjusting the role boundaries, workflow processes and job design against laid down service delivery requirements. Determining staffing levels and preparing motivations for the filling of vacancies to complement functional objectives and requirements. Participating in the recruitment and selection process, approving minimum design and specifications for inclusion into job advertisements and evaluating applicant's suitability through analysis of selected short-listed curriculum vitas and interviews. Conducting appraisals to measure performance against agreed objectivities, counseling and consulting with personnel on developmental goals, career paths and, short term targets and standards. Monitoring the adequacy of current training interventions through the evaluation competency demonstrated in workplace application and prepares assessment and progress reports for inclusion into the consolidated Skills Development Plan of the Department. Analyzing statistical information pertaining to staff attendance, overtime, leave and addressing deviations or occurrences of abuse and/ or workplace conflict through the implementation of corrective measures in accordance with Human Resources Policies and Procedures. 	<p>Ongoing</p> <p>Individual Appraisal-Quarterly</p>

	<p>In order to ensure a climate conducive to promoting and sustaining motivational and performance levels is cultivated and maintained enabling the Section to contribute positively to the Department's service level objectives and outcomes.</p>	
1.3	<p>PROCEDURES, SYSTEMS AND CONTROLS</p> <p>Implements procedures, systems and controls to regulate specific work sequences and general practices/ processes as dictated to in WASTE ACT legislation and by-laws, by</p> <ul style="list-style-type: none"> • Communicating to personnel through the verbal and written mediums statutory and procedural requirements for adoption and/ or approving statutory notices for circulation and, procedural forms authorizing personnel to conduct inspection of premises and/ or processes to determine compliance. • Monitoring work in progress and/ or conducting observations of work sequences and determining extent of awareness of laid down guidelines/ applications and/ or the need for corrective/ remedial measures. • Discussing and/ or investigating workplace accidents/ incidents, seeking reasons from supervisory personnel on any non compliance/ deviation and providing direction on courses of action for execution. <p>In order to ensure unsafe and/ or incorrect work sequences and deviations from laid down practices/ regulations are identified and rectified.</p>	<p>Continuously Recommendations for review – As and when required</p>
2.	<p>B. FUNCTIONAL MANAGEMENT</p> <p>ENFORCING COMPLIANCE</p> <p>Co-ordinates and controls processes associated with monitoring and enforcing compliance in respect of the requirements of specific WASTE ACT Legislation and By-Laws, by</p> <ul style="list-style-type: none"> • Discussing specific contraventions with support personnel Identified through field trips and investigations, establishing the severity and/ or risk attached to current practices and approving the serving of summons and notices on persons contravening 	Ongoing

	<p>sections of the Act or By-Law.</p> <ul style="list-style-type: none"> Assessing the appropriateness or adequacy remedial/ corrective measures implemented to curb or control risk as reported in investigational reports and proceeds with prosecuting non complying establishments and/ or persons. Briefing Council's legal team on specific cases, either defending actions or prosecuting offenders and presenting evidence based on investigative assessments and detailing the non compliance with respect to specific sections of the Act or By-Law. <p>In order to ensure key accountabilities with respect to securing a healthy environment are executed and specific acts or actions deemed as a risk or threat identified and addressed.</p>	
2.2	<p>PROMOTING AWARENESS</p> <p>Manages the implementation of strategies aimed at creating awareness to statutory requirements and environmentally friendly practices, by</p> <ul style="list-style-type: none"> Developing proposals to secure funding for programs, outlining objectives and methodology to be used in addressing environmental health risks or threats in the region. Conducting workshops and presenting information related to issues of disease prevalence and planned interventions to internal and external role players and stakeholders. Visiting formal and informal establishments, sites and communities to ascertain the impact of interventions or current environmental health issues affecting the quality of life. <p>In order to ensure adequate knowledge and understanding prevails in the formal and informal communities and sectors of WASTE ACT legislation and acceptable practices that support healthy living conditions.</p>	Ongoing
3.	<p>C. GENERAL FUNCTIONS</p> <p>3.1 ADMINISTRATION</p> <p>Co-ordinates specific administrative and reporting requirements associated with the key performance and result indicators of the functionality, by</p>	<p>Ongoing</p> <p>Reporting deadlines -</p>

	<ul style="list-style-type: none"> • Preparing investigational and productivity reports referring to statistical data and qualitative information related to service delivery initiatives of the Section for the attention of the Strategic Manager; Community Services for consideration and inclusion into Council and Sub Committee reports. • Controlling budget allocations for specific interventions and/ or activities of the Section through confirmation of fund availability prior to preparing and submitting requisitions for approval. • Completing instructional/ operational documentation (vehicle log sheets) extracting information from field reports/ activity lists and forwarding for approval and processing. • Compiling investigational reports and / or responses to correspondences and queries, undertaking research or extracting information and records to support content, recommendations and/ or opinion. <p>In order to ensure administrative sequences dictating reporting requirements and approval procedures are complied with and correspondence responded to through the provision of accurate information on the activities of the Section.</p>	Monthly
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B.2 AUTHORITY OF THE POST

This outlines the authority the job holder has to make decisions or to take independent action without reference to a superior. Limits of authority may also be included (e.g. not permitted to...)

The post is accountable for all outcomes associated with the Section and is authorized to take decisions on operational issues within the ambit of Departmental Policy and Procedures.

Financial decision-making regulated by budget allocations.

Responsible for authorizing and issuing compliance orders and statutory notices to ensure conformity with legislation and by-laws

SECTION C: JOB SPECIFICATION

Skills relevant to a job include education or experience, specialised training, personal characteristics or abilities

C.1 ESSENTIAL REQUIREMENTS OF THE POST

State the minimum educational, qualifications and experience that are required to perform the job competently.

Qualification	Relevant Tertiary Qualification or equivalent (NQF Level 6) Code EB Driving License
Reasons for essential qualification	The management and reporting requirements associated with this post requires in depth understanding and knowledge of legislative requirements, acceptable practices and procedures.
Experience	Substantial years (4-5 years) experience.

C.2 PREFERRED REQUIREMENTS OF THE POST

Qualification	Relevant post graduate qualification - NQF Level 7
Reasons for preferred qualification	
Experience	Extensive management experience

C.3 PHYSICAL REQUIREMENTS OF THE POST

(Only where directly relevant to the performance of the job)

1.	Nil
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C.4 SPECIAL CONDITIONS ATTACHED TO THE POST (Specify)

1.	Nil
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SECTION D: APPROVAL OF JOB DESCRIPTION

D.1 CERTIFIED CORRECT

We the undersigned confirm that we have consulted on the content contained in the job description and hereby confirm that we consider that the information contained is a correct reflection of the context of the post and its content.

TITLE	NAME	SERVICE NO	SIGNATURE	DATE
Head of Department				
Immediate Superior				
Union Representative				
Union Representative				
Incumbent				
Incumbent				
Incumbent				

Regional Command Team Lejweleputswa



REGIONAL SECRETARY OFFICE

TO : The Municipal Manager

FROM : Cllr Thomas Macingwane

SUBJECT : Rule 52 (Question of Which Notice Was Given)

DATE : 05 August 2019

54 Questions of which notice had been given

A councillor or traditional leader may at any time submit a written question he or she intends to ask during a council meeting or a meeting of a committee of which he or she is a member to the municipal manager, provided that such question must be submitted to the municipal manager at least ten work days before the meeting where the question will be asked. A councillor or traditional leader may request the municipal manager, to assist him or her to formulate the question.

Background

It is public knowledge that our municipality is one of the most embedded municipalities in the whole country, above all its challenges. It is the sewerage that is governing our streets. It is also a public knowledge that these sewer spillage are as a result of vandalised municipal properties in particular the waste treatment plants and pump stations, vandalised by illegal miners and criminals around our municipality.

Questions

1. We would like to know what has the Municipal Manager done to curb this pandemic of sewerage in our community?
2. Can the Municipal Manager confirm on record that the vandalism has caused us (Matjhabeng Municipality) more than R20 million in the past 18 months.
3. As a precautionary measure what is the Municipal Manager going to do to ensure that this matter is dealt with permanently, meaning that we don't have running sewerage in our streets and homes?

Cllr. M.T Macingwane

0814311906 /0786773182 tmmacingwane@gmail.com
0862197056



tmmacingwane@gmail.com/snaymokotedi@gmail.com



EFF FS/EFF FREE STATE



@EFF_FS

MATJHABENG



**Municipality
Umasipala**
P O Box 708
Welkom, 9460
South Africa

**Mmasepala
Munisipaliteit**
Tel: (057) 916 4060
Fax: 086 536 0906
E-Mail mmi@matjhabeng.co.za

OFFICE OF THE MUNICIPAL MANAGER

Enquiries / Navrae / Dipatlisiso: Mr. Thabiso Tsoaeli

Room no / Kamer nr / Kamore ya: Room 203, 2nd Floor main building

Date / Datum / Letsatsi: 10th August 2019

Dear Cllr M.T. Macingwane

RE: QUESTIONS OF WHICH NOTICE HAD BEEN GIVEN

The above bears refers:

We acknowledge receipt of your letter dated **05th August 2019**, where you requested the Local Municipality to confirm the following:

Background

It is public knowledge that our municipality is one of the most embedded municipalities in the whole country, above all its challenges. It is the sewerage that is governing our streets. It is also a public knowledge that these sewer spillage are as a result of vandalised municipal properties in particular the waste treatment plants and pump stations, vandalised by illegal miners and criminals around our municipality.

Questions

1. We would like to know what has the Municipal Manager done to curb this pandemic of sewerage in our community? The Municipality has written numerous letters to the Department of Water Affairs and Sanitation requesting intervention with regards to ageing infrastructure, theft and vandalism.

We had further wrote a letter to the Honorable Minister Nomvula Mokonyane the then Minister of Water and Sanitation requesting intervention to assist with funding for the replacement of the ageing water and sewer infrastructure programme, which is attached herewith for ease of reference.****Annexure A1 Before then, a Business Plan to request for funding was sent to DWS in September 2015, also attached herewith for ease of reference ****Annexure A2
The Municipality written letters requesting DWS to second civil engineers specializing in water and sewer see attached for ease of reference****Annexure A3

2. Can the Municipal Manager confirm on record that the vandalism has caused us (Matjhabeng Municipality) more than R20 million in the past 18 months.

Yes, this is to confirm that the municipality has lost more than R20 Million due to vandalism in the past 18 months see attached **** Annexure B1: Costs from Electrical Department due theft and vandalism. ****Annexure B2: Costs from Water and Sewer due to vandalism. ****Annexure B3 Theft and vandalism cases opened at SAPS

3. As a precautionary measure what is the Municipal Manager going to do to ensure that this matter is dealt with permanently, meaning that we don't have running sewerage in our streets and homes?

Internally The Municipality won't be able to resolve the matter permanently, we are currently in a process of sourcing funding for the refurbishment of the old infrastructure. The permanent solution will be appointing an experienced service provider in removing all asbestos water and sewer pipes, and replacing them with PVC pipes. We have approach DBSA for a loan as per council resolution but the loan is not yet approved. ****Annexure C: Correspondences with DBSA

Hope you find the above in order

Kind Regards



Mr. THABISO TSOAELEI
MUNICIPAL MANAGER

Regional Command Team Lejweleputswa



OFFICE OF CHIEF-WHIP EFF MATJHABENG

TO : Mr E Tsoaeli
 The Municipal Manager Matjhabeng LM
 Cllr N Speelman
 The Executive Mayor Matjhabeng LM
 Cllr B Stofile
 The Speaker Of Matjhabeng

FROM : Cllr THOMAS MACINGWANE
 EFF Party Leader

SUBJECT : Questions of Which Notice was Given (Rule 52)



In terms of Rule 52 of the standing Rules and orders (as amended) you are hereby as the Municipal Manager notified that I intend to ask the following questions during the next council meeting.

Please also note that Section 52(3) stipulates that "*the municipal manager must ensure that the questions and the answers are included in the Agenda for the next ordinary meeting of council*".

Background

According to the REGULATIONS ON APPOINTMENT AND CONDITIONS OF EMPLOYMENT OF SENIOR MANAGERS {GOVERNMENT GAZETTE 36223} OF 2013 ISSUED ON THE 17TH MARCH.

When creating or filling a post of a senior manager or director the municipal council must –

- (1) Confirm that the department or the business unit of the municipality requires the post to meet the municipality's objectives
- (2) Ensure that sufficient budget funds, including funds for the remaining period of the medium –term expenditure framework are available for filling the post.

QUESTIONS

- (1) It is my understanding that the municipal manger has done all of the above as required by the law in establishment of the municipal staff of Matjhabeng, which I want to believe that the same principles were applied in identifying the different directorates.
 - Can the MM confirm that the municipality really needs the Director for the LED and Human Settlement to meet its municipal objectives?
 - If the answer to the first question is YES then why has it taken more than 2 years to fill the vacancy?
 - Can the municipal manager also confirm that it within the laws governing municipalities to have a position that strategic vacant for more than 2 years and an Acting Manager or Director for more than 3 months?

MATJHABENG

Municipality
P/ O Box 708
Welkom, 9460
South Africa



Municipalities
Tel: (057) 391 - 3212
Fax: (086) 215- 6693
E-Mail mm@matjhabeng.co.za

OFFICE OF THE MUNICIPAL MANAGER

To : Cllr TM Macingwane
From : OFFICE OF THE MUNICIPAL MANAGER
Mr. Thabiso Tsoaeli
Date : 27th August 2019

RE-QUESTIONS OF WHICH NOTICE HAD BEEN GIVEN RULE 52: LED & HS EXECUTIVE DIRECTOR VACANT POST

The above matter refers.

We acknowledge receipt of your letter dated 5th June 2019

To submit responses to council questions posted by Cllr Badenhorst, in terms of Rule 52 of the Standing Rules and Orders.

1. Can the Confirm MM that the Municipality really needs the Director for the LED and Human Settlement to meet its objectives?

- a) Yes the Municipality needs a Director of LED & HS for Strategic purposes and for promoting Local Economic Development

2. If the answer to the first question is YES then why has it taken more than 2 years to fill the vacancy?

The post was advertised on more than two occasions and we couldn't find a suitable candidate to fill that vacancy.

3. Can the Municipal Manager also confirm that is it within the laws governing municipalities to have a position that strategic becoming vacant for more than 2 years and an Acting Manager or Director for more than 3 Months?

It is not within the Laws governing Municipalities to have a post being left vacant for more than 2 years, In this case the post has to be filled with the suitable qualified candidate. The position has been Re-advertised again and closed on the 16th August 2019 we will then embark on a process to fill the post.

I hope you find this in good order

Yours faithfully

Mr. THABISO TSOAELI
MUNICIPAL MANAGER



transport

Department:
Transport
REPUBLIC OF SOUTH AFRICA



Forum Building, 159 Struben Street, Pretoria, 0001, Private Bag X193, Pretoria, 0001 Tel: (012) 309 3000

Mr. Willie Mathebula Chief
Procurement Officer
National Treasury
Private Bag X115
Pretoria
0001

Dear Mr. Mathebula,

DELAYS IN THE AWARD OF CONTRACT RT57/2019 PROCUREMENT OF VEHICLES

The members of the Coordinating Committee of Government Motor Transport (CCGMT) are formally raising concerns with the delays in finalizing the award of contract RT57/ 2019 for the procurement of vehicles.

The following concerns are raised:

1. Departments are unable to utilize their allocated budgets for the procurement of vehicles. Quarterly targets as per the APP's cannot be met.
2. Trading entities, which are revenue generating are unable to trade.
3. Service delivery is impacted as ambulances, mortuary vans and vehicles utilized for other essential services cannot be procured.
4. Vehicles cannot be purchased in line with the new guide for Members of the Executive. Some vehicles require replacement due to their economic lifespan having lapsed.
5. Negatively impacting other transversal term contracts such as the RT68 Finance contract, the RT62 Maintenance contract and RT58 Insurance contract for Subsidized Vehicles.

Based on the risks identified above, the committee recommended the following:

1. That the current list uploaded on the National Treasury website be removed as it contains errors and is misleading departments into thinking that the contract has been awarded.
2. That the vehicle prices be verified against the bid submissions and with the suppliers prior to the publication of the final list.

3. That the price adjustments as contained in the Special Conditions of tender be made as we are already in the second trimester.

DELAYS IN THE AWARD OF CONTRACT RT57/2019 PROCUREMENT OF VEHICLES

4. That the list be sorted per item number and ranked according to the award of the contract.
5. That the document be made available in excel format to assist user departments in uploading the list onto various systems.

It is recommended that the letters of award only be issued once the above processes are completed and that the standard contract circular be issued and published on the website at the same time as the vehicle list.

The committee humbly requests that formal communication be distributed to end user departments to update them on the status of the award of the contract.

Kind regards,



Mr. Mlungisi Maphanga
Director: Government Fleet
Date: 18/08/2019



**MINUTES OF CONSULTATIVE MEETING, EDUCATION DISTRICT OFFICIALS AND
MATJHABENG LOCAL MUNICIPALITY OFFICIALS**

DATE: 02 November 2017

VENUE: Anmercosa District Office Boardroom

TIME: 10H00

AGENDA.

1. Opening and Welcome
2. Introductions
3. Purpose and background
4. Discussions
5. Closure

1. OPENING AND WELCOME.

Chairperson Me. P.P Zonke welcomed everyone present and introduced herself, and her team from the District Office and Me. M. Mothekhe introduced herself and her team from Matjhabeng Local Municipality.

PRESENT.

1. P.P Zonke (Chairperson)	Depart of Education (Lejweleputswa)
2. T.J Zotwayo	Depart of Education (Lejweleputswa)
3. A.O Sehume	Depart of Education (Lejweleputswa)
4. M. Mothekhe	Matjhabeng Local Municipality
5. G.Mokgotlu <i>Mokgotlu</i>	Matjhabeng Local Municipality
6. F.Nieuwoudt	Matjhabeng Local Municipality
7. B.J Molelekwa	Matjhabeng Local Municipality

ITEM	DISCUSSION
3.	<p><u>PURPOSE AND BACKGROUND.</u></p> <p>Chairperson indicated that the Municipality wrote a letter to her office, to meet with the relevant team from the Department of Education to discuss vacant educational sites, hence today's meeting.</p>
4.	<p><u>DISCUSSION.</u></p> <p>The Chairperson handed over to the Municipal Official Me. M. Mothekhe to tabulate the matters further.</p> <p>a) The Municipality has pressure of illegal land occupancy or land invasion especially on Education Sites. b). The Municipality would like to develop some of the vacant sites of education into residential area, community hall and etc. c) The Municipality has many sites that are not transferred to education, even those Education Department has built on them, still appears on Municipal land records.</p> <p>The Municipality wrote a letter to the Department of Education to priorities some of the vacant sites as a matter of urgency. The letter is attached.</p> <p>The sites referred to on the letters are as follows:</p> <p>a). Thabong- Erf 15574 b). Thabong- Erf 21378 > <i>Dikholotey</i> c). Nyakkallong- Erf 3209, 3210, 3211, 3212, 3824, 3825 and 3826 d). Mmamahabane- Erf 2175</p> <p>The Chairperson indicated that the Property Administration Officials from Head Office in Bloemfontein will be invited to this meeting going forward, to assist in the transfer of Educational sites.</p> <p>The Chairperson requested the Education District Technical Officials to visit the vacant sites that are requested by Matjhabeng Municipality, and report accordingly within two weeks on whether the Education Department would need those sites or not.</p> <p>Education Department has Norms and Standard Policy on Public School Infrastructure; in items of how big or small the site must be for different kinds of Schools.</p> <p>The policy also clearly explains where the site must not be allocated, close to which facilities. The information will be shared with the colleagues, in order for them to be informed when planning new developments going forward.</p>

	<u>CLOSURE</u>
5.	<p>The Chairperson appointed Mr. A. Sehume as the Secretary of the meeting going forward.</p> <p>She thanked colleagues for making the time to come to this important meeting and ensuring that service delivery is prioritized at all times. The Chairperson indicated that the meetings scheduled must continue, even when she is not available.</p> <p>The Next Meeting Date 23/November/ 2018. Time: 10H00 Venue: Welkom: Anmercosa House District Office: Board Room</p>

Meeting adjourned at 11H00

Minutes Approved By

Chairperson: Me. P.P Zonke

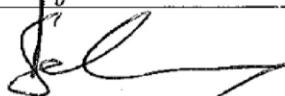
District Director

Date: _____

**LEJWELEPUTSWA
DISTRICT**

**MEETING WITH MUNICIPALITY
02 November 2018**

ATTENDANCE REGISTER

NAME	INSTITUTION/ DIRECTORATE	CAPACITY	SIGNATURE
P. P. Zulu	S/O	Chair	
M. Motsekhe	Matjhabeng Local Municipality	Sr Manager Human Settlements	
G. T. Motsepe	S/O	Project Officer	
A. O Schutte	D/O/B	Property Officer	
R.J. Motsekha	Matjhabeng Local Municipality	Acting Manager Development Control	
F. Nieuwoudt	Manager Dev. Mary Mayobay	Mayobay	
C. Motsepe	Manager Local Affairs	Mayobay	

Enquiries: Jisreel Leroy Kale
 Tel: 051- 404 – 9241
 Fax: 051-404 9268



MATJHABENG LOCAL MUNICIPALITY
Office of the Municipal Manager

Cnr State Way & Tulbagh Street
 P.O. Box 708
WELKOM
 9460

Attention: Mr. E.T Tsoaelli – Municipal Manager.

CC: Mr. Fanie Nieuwoudt – Manager Development & Planning.

CC: Ms Morakane Mothekhe – Senior Manager Human Settlements.

**RE: FUTURE UTILIZATION OF VARIOUS ERVEN WITHIN NYAKALLONG (ALLANRIDGE)
 EARMARKED FOR EDUCATIONAL PURPOSES.**

The above matter refers.

Your letter dated 3rd August 2018, and E-mail dated 31st May 2018 Bears reference (See attachment).

The Department hereby acknowledges the Municipals request for relinquishing some of the erven that were initially earmarked for educational purposes, in order to address the Municipals challenges regarding their housing backlog.

In light of the above, the Department has therefore conducted site verifications and needs assessment on all of the various vacant erven situated in Nyakallong. This included taking into account the current amount of schools within the area, overcrowding concerns within the various schools, the estimated housing backlog and the Municipal Spatial Development Framework, etc...

The Department has therefore decided to retain the following land parcels for future development purposes:

- Erf: 3824 – Proposed future Primary School.
- Erven 3209, 3210 & 3211 to be consolidated for proposed Large Secondary School.

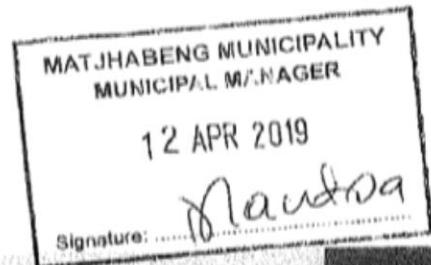
PO Box 20565, Bloemfontein, 9300

Directorate: Physical Resource Planning & Property Management,

Old CNA Building (Bloem Plaza), Room 401, Charlotte Maxeke Street, Bloemfontein

Tel: (051) 404 9241

Fax: (051) 404 9268



RE: FUTURE UTILIZATION OF VARIOUS ERVEN WITHIN NYAKALONG (ALLANRIDGE) EARMARKED FOR EDUCATIONAL PURPOSES.

The following land parcels are to be surrendered back to the Municipality:

- Erf: 3825
- Erf: 3826
- Erf: 3812

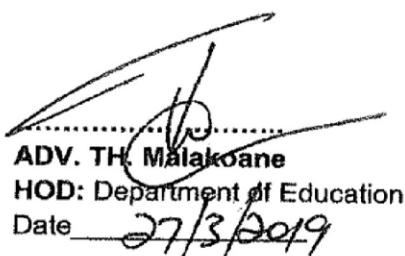
Please find attached the following documents:

- A) Aerial Map indicating the various sites to be retained & surrendered within Nyakallong.
- B) E - mail requesting assistance from Municipals Town Planner.
- C) Municipal Stakeholder Participating Meeting minutes.
- D) Municipal letter requesting assistance.

Please note that the Department is still in the process of conducting assessments for the erven situated in Thabong and Mmamahabane and will notify the Municipality of the outcome in due course.

I trust you find the above in order.

Kind regards,

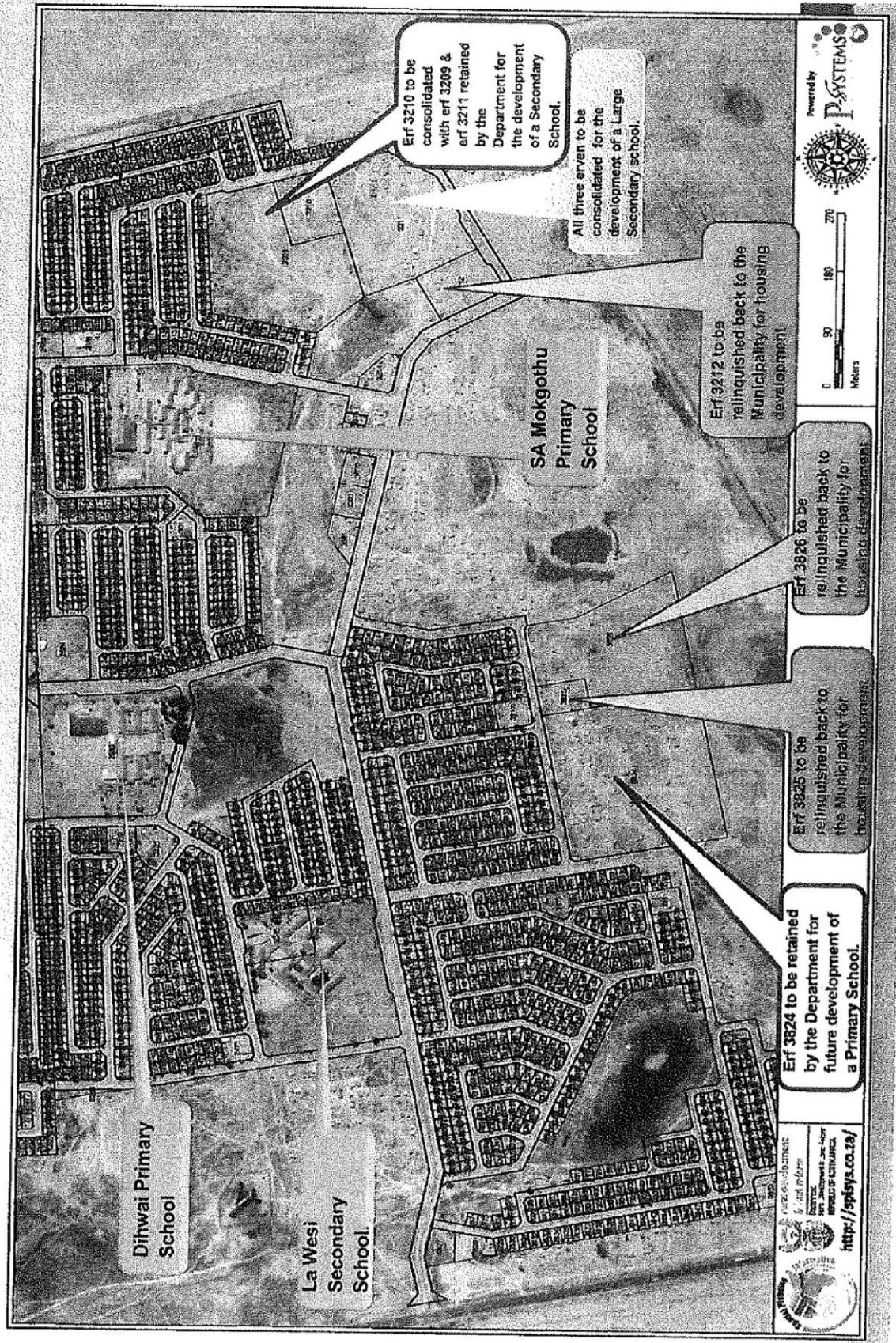


ADV. TH. Malakoane
HOD: Department of Education
Date 27/3/2019

MATJHABENG LOCAL MUNICIPALITY

FUTURE UTILIZATION OF EDUCATIONAL ERVEN IN NYAKALLONG

51



MATJHABENG

**Municipality
Umasipala**
P O Box 708
Welkom, 9460
South Africa



**Mmasepala
Munisipaliteit**
Tel (057) 916 4187
Fax (057) 916 4076
E-mail: fantien@matjhabeng.co.za

OFFICE OF THE MUNICIPAL MANAGER

Enquiries / Navrae / Dipatlisico:	F Nieuwoudt
Room no / Kamer nr / Kamore ya:	1 Reinet Street, Room 424
Our Ref / Ons Verw / Ho ya ka Rona:	19/3/2/1
Date:	3 August 2018

Free State Department of Education
Physical Resource Planning and Property management
Old CNA Building room no 402/509
Charlotte Maxeke Street
Bloemfontein
9301
Attention: Mr Moeti /Adv. Mokgobo

Sir

MATJHABENG: INVESTIGATION TO UTILIZE EXISTING SCHOOL SITES FOR OTHER LAND USES

I hereby request your comment in relation to the possibility to utilize the following existing vacant school sites for other uses:

1. Thabong – Erf 15574 (See attached location plan):

There have been requests from the community to convert the current site into commercial/light industrial uses.

2. Thabong – Erf 21378

The site is currently vacant and there is already informal will for it to be converted into residential

3. Nyakallong: Erven 3209, 3210, 3211, 3212 as well as erven 3824, 3825, 3826 (See the attached location plan):

In Nyakallong there is a site backlog of approximately 2000 erven. The possibility is currently investigated to:

- a) Utilize some of the available vacant land in Nyakallong for the creation of residential sites (infill developments) e.g. vacant school erven as a first priority. These school erven have already been occupied by informal settlement.
- b) Convert available middle income erven in Allanridge for low cost development.
- c) To purchase the adjacent farm Le Clusa for future residential development.

4. Mmamahabane: Erf 2175 (See attached location plan):

The Municipality has the intention to create and make land available for the development of a commercial hub adjacent to the N1 road in order to support economic development in Ventersburg and MMamahabane. In order to achieve this objective a portion of the farm Tswelangpele and Erf 2175 adjacent to the N1 road will be suitable.

Your urgent response in relation to the possible utilization of the mentioned school erven will be appreciated.

I hope that you will find the above in order.

Yours faithfully

.....
E T TSOAELI
MUNICIPAL MANAGER

1. OPENING AND WELCOME.

Chairperson Me. M. Mothekhe welcomed everyone present and introduced herself, and her team from the Matjhabeng Municipality and Mr. T.J Zotwayo introduced himself and his colleague Mr. A.O Sehume from Education Department in the District Office of Lejweleputswa. Mr. L. Kale and Mr. R. Ramailane also introduced themselves from Education Department in Head Office (Bloemfontein).

PRESENT.

1. M. Mothekhe (Chairperson)	Matjhabeng Local Municipality
2. G. Mokgatle	Matjhabeng Local Municipality
3. F. Nieuwoudt	Matjhabeng Local Municipality
4. T.J Zotwayo	Depart of Education (Lejweleputswa)
5. A.O Sehume	Depart of Education (Lejweleputswa)
6. L. Kale	Depart of Education (Head Office)
7. R. Ramailane	Depart of Education (Head Office)

3. APOLOGIES.

1. P.P Zonke	Depart of Education (Lejweleputswa)
2. B.J Molelekao	Matjhabeng Local Municipality

PREVIOUS MINUTES CORRECTIONS.

ITEM	DISCUSSION	RESPONSIBLE PERSON
5.	<p><u>PURPOSE AND BACKGROUND OF THE MEETING.</u></p> <p>Chairperson M. Mothekhe indicated that the Municipality wrote a letter to the Department of Education, to meet with the relevant team from Education Department to discuss vacant educational sites, hence today's meeting. To discuss the progress on the identified sites.</p>	Chairperson M. Mothekhe
6.	<p><u>MATTER FOR DISCUSSION.</u></p> <p>The Chairperson handed over to the Mr. L.Kale to give progress on the identified sites.</p> <p>a) A submission has been drafted for the signature of the Head of Department from Education with regard to the identified sites.</p> <p>The sites referred to on the letters are as follows:</p> <ul style="list-style-type: none"> a). Thabong- Erf 15574 b). Thabong- Erf 21378 c). Nyakallong- Erf 3209, 3210, 3211, 3212, 3824, 3825 and 3826 d). Mmamahabane- Erf 2175 <p>Once it is signed it will be send to the relevant Matjhabeng Municipal Official. The Department of Education was considering consolidation of three sites in Allanridge: Nyakallong Erf 3209, 3210 and 3211 to one big yard, for future development of a Secondary School, with a possibility of a Hostel and proper sport fields.</p> <p>The site of Mmamahabane ERF 2175 is not registered with the municipality, but with the Republic of South Africa. The matter is still under investigation. If indeed the site belongs to Republic of South Africa, it will not be included in the response from the Education Department with regard to the identified sites.</p>	Mr. L.Kale

	<p>Mr. F.Nieuwoudt proposed that a letter or submission from the Department of Education must be stored/ filed properly, once the council has a resolution on the site, of what must be done with it.</p> <p>The municipality to conduct feasibility study on the sites that are relinquished back by Department of Education to the municipality for housing developments.</p> <p><u>6.1. Establishment of a representative Technical/Planning Steering Committee.</u></p> <p>After discussions it was resolved that all members in the meeting, including Mr. B.J Moleleko will form a Technical/ Planning Steering Committee. The members must meet as regularly as possible.</p> <p><u>6.2. Compilation and management of a data base for School erven in Matjhabeng.</u></p> <p>The Municipality has compiled a data base for School sites in Matjhabeng Municipality.</p> <p>The Municipality still needs to build a data base, layouts with School names. ✓</p> <p>The data base will be send to the Department of Education Head Office and District Office.</p> <p><u>6.3. Planning Standards for provision of School erven in Matjhabeng.</u></p> <p>The "Matjhabeng Town Planning Standards For The Creation of Balanced Urban Area" to be used as guideline for planning going forward or needs to changed/amended to accommodate everyone.</p>	<p>Chairperson: Me. M. Mothekhe</p> <p>Mr. F.Nieuwoudt</p> <p>All Members</p> <p>✓</p> <p>Mr. F.Nieuwoudt</p> <p>Mr. F.Nieuwoudt</p>
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	<p>It must be noted that the provisional guidelines are not legislated, but was approved by the council.</p> <p>Mr. F. Nieuwoudt proposed to meet all stakeholders such as Public Works, Education and Matjhabeng etc. to evaluate the guides for all the departments, The meeting resolved by agreeing with the proposal.</p> <p><u>6.4. Planning for provision/construction of new School in Matjhabeng.</u></p> <p>Mr. L. Kale will send the norms and standards guidelines of the Department of Education.</p> <p>Mr. L. Kale will also send the Department of Education 5 to 10 year budgeted program or project list for Matjhabeng Municipality that must be included in the Matjhabeng Municipal IDP.</p> <p><u>6.5. The evaluation of School sites identified for intended other land uses and the official procedures to follow in re-allocating sites.</u></p> <p>Fencing of vacant sites was proposed to be erected by the Department of Education to avoid encroachment.</p> <p>Mr. Kale responded that the biggest challenge with fencing vacant educational sites is theft.</p> <p>Mr. F.Nieuwoudt proposed that ward councilors and ward committee's to be educated on vacant educational sites. The educational vacant sites to be used as sport grounds or other activities and should not be left without being used, to avoid encroachment.</p> <p>Mr. F. Nieuwoudt will compile and send a list of all the vacant educational sites that needs response from the Department of Education as a Next Project.</p>	Mr. F.Nieuwoudt
2	Mr. L. Kale sent to some	Mr. L. Kale
3		
4	Chairperson: Me. M. Mothekhe and Mr. F.Nieuwoudt	Mr. F.Nieuwoudt some edd sent

	<p><u>6.6. School Sites-land ownership and related matters.</u></p> <p>Mr. F. Nieuwoudt indicated that there are many vacant sites and where Schools have been built, but still appears as municipal sites and they have not being transferred to Education.</p> <p>Mr. L. Kale explained that the educational sites must be transferred to education and finally to Department of Public Works as the custodian, although the Schools are responsible for paying water and electricity.</p> <p>Tosa College site was donated in items of land transfer.</p> <p>Government to government transfer to be clarified, if it can be done via a donation.</p> <p>Mr. L. Kale explained that the Education Department has sites from different entities namely:</p> <ol style="list-style-type: none"> 1. Province 2. RSA 3. Municipalities <p>Education District Office to send a list of all the Schools in Monalley Lejweleputswa that are operational, that needs to be transferred from Matjhabeng Municipality to Education Department. <i>18 March 2019.</i></p>	<p>Mr. F.Nieuwoudt</p> <p>Mr. L. Kale</p> <p>Chairperson: Me. M. Mothekhe</p> <p>Mr. T.J Zotwayo</p>
7.	<p><u>CLOSURE</u></p> <p>Chairperson: Me. M. Mothekhe thanked colleagues for making the time to come to this important meeting and ensuring that service delivery is prioritized at all times. The Chairperson indicated that the meetings must continue regularly.</p> <p>The Next Meeting Date: 11/April/ 2019. Time: 10H00 Venue: Welkom: Matjhabeng Municipality Offices: Boardroom</p>	All Members

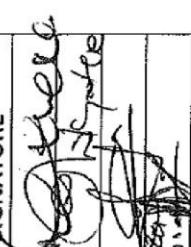
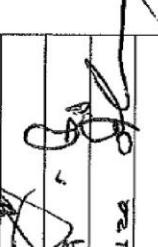
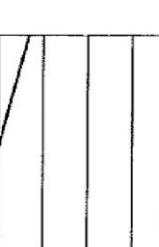
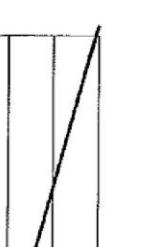
ATTENDANCE REGISTER

MATJHABENG: COORDINATION MEETING – DEPARTMENT OF EDUCATION –

EVALUATION OF VACANT ERVEN FOR ALTERNATIVE USES

DATE: 12 MARCH 2019

INFRASTRUCTURE BOARD ROOM

NAME	DESIGNATION	TEL	MAIL	SIGNATURE
M. Motekhele	SAC Manager	051-7164160	motekhele.m@tefnet.co.za	
O. Motsope	NMC Local Affairs	051 916 4109	Motsope.O@tefnet.co.za	
JL Kyle	ASD - Co-ordination	051 404 9240	Jylee@education.gov.za	
P. Bawulane	SD - Education	051-44049262	P.N.Bawulane@education.gov.za	
F. Mavuso	Plan. Dev. Planning	08255328184	F.mavuso@tefnet.co.za	
C. Tshaga	ASD Education	051 391 7200	C.Tshaga@education.gov.za	
A-O Schutte	ASD Education	051 391 7200	A.O.Schutte@education.gov.za	

**NOTES: HARMONY AND MATJHABENG
PRESENTATIONS BY PROSPECTIVE BIDDERS FOR THE MLM LED STRATEGY**

Date and Time:	23 November 2018 at 09H00					
Venue:	FS Regional Office, Main Boardroom					
Chairperson (Harmony):	L Shabe (Chairperson)	LS	J Ellis	JE		
Chairperson (Matjhabeng Local Municipality Management):	L Thabana	LT	L Kobue	LK		
Apologies:	R Manacas	RM	B Golele	BG		
Attendees	See attendance register as attached					
Notes Taker:	L Shabe	LS				
	AGENDA ITEM				RESPONSIBLE PERSON	DUE DATE
1. WELCOME AND APOLOGIES	1.1 The chairperson welcomed all attendees present from Harmony and the Municipality 1.2 An introduction of each attendee was accorded and the session was declared duly constituted. The attendance register was circulated for signature.					
2. APOLOGIES	2.1 An apology was rendered on behalf of Roche Manacas (RM) from the procurement department as well as Barry Golele (BG) from the municipality.					
3. CONFIRMATION OF AGENDA	3.1 Agenda accepted as attached					
4. BACKGROUND AND PANEL DISCUSSION						

	<p>4.1 The purpose of the session is to listen to presentations of proposals on the LED Strategy for the Matjhabeng Local Municipality from different companies</p> <p>4.2 Though the municipality had recommended a company to conduct this exercise, Harmony felt it wanted to test the market to see who else that is out there can provide the service.</p> <p>4.3 The final procurement of the service provider will be done by Harmony following its procurement processes however the input of the municipality being the custodian of the LED strategy and having provided the specifications is important but not the determining factor.</p> <p>4.4 Companies will each be given 35 minutes to present and there will be discussions to check whether they have answered to the mandate.</p> <p>4.5 The assessment and evaluation of the presentations will focus on the following elements;</p> <ul style="list-style-type: none"> - Methodology - Experience and Technical know-how - Resource - Duration. <p>4.6 The companies presented as in the agenda.</p>	
5.	PRESENTATIONS	
	5.1 Individual Companies	

LED Strategy Comparative Summary

Date : 23/11/2018

<i>Company</i>	Letsete BEHUB	Genesis/ Exploits	Urban Econ	IIDEP	Kenosis Heights
<i>Pricing (excl)</i>	R585 000	R830 047	R695 940	R502 941	R1219 000
<i>Duration- months</i>	6	6	5	6	6
<i>BEE</i>	100%	100%	25% (30% to local HDSA)	100%	100%
<i>Locality</i>	GP/ WLK	BFN	BFN	GP/ WLK	WLK

The companies can be approached by Harmony to review their pricing or rates once Harmony has engaged in its internal processes.

5.2 Conclusion

There will be a follow up meeting on the 03rd of December 2019 to do the final recommendations for consideration by the procurement department.

APPROVED: _____ **DATE** _____
CHAIRMAN

MINUTES OF THE MEETING BETWEEN HARMONY AND MATJHABENG MUNICIPALITY

Date and Time:	05 December 2018 at 09H00					
Venue:	FS Regional Office, Executive Boardroom					
Present (Harmony):	L Shabe (Chairperson)	LS	J Ellis	JE		
Present Matjhabeng Local Municipality Management:	L Thabana	LT	M Leballo	ML		
Apologies:	R Manacas	RM	B Golele	BG	L Kobue	LK
Agenda Taker:	L Shabe	LS				
	AGENDA ITEM			RESPONSIBLE PERSON	DUE DATE	
2.	WELCOME AND APOLOGIES					
	1.3 The chairperson welcomed all attendees present from Harmony and the Municipality 1.4 An introduction of each attendee was accorded and the session was declared duly constituted. The attendance register was circulated for signature.					
2.	APOLOGIES					
	2.1 An apology was rendered on behalf of Roche Manacas (RM) from the procurement department as well as Barry Golele (BG) and Lebogang Kobue (LK) from the municipality.					
3.	CONFIRMATION OF AGENDA					
	3.2 Recommendation of a company for developing an LED Strategy					
4.	BACKGROUND AND DISCUSSION					

	<p>4.1 On the 23rd November 2018 five companies made presentations on how they would formulate the LED strategy for the municipality</p> <p>4.2 Harmony and the Municipality met to discuss the candidates and how they performed so as to get to a shortlist of three companies</p> <p>4.3 Once Harmony has satisfied its internal procurement processes have been followed and the preferred company has been endorsed by the Procurement Awards Committee (PAC) then the preferred company will then be appointment and the contract entered into.</p>		
5.	<p>OTHER PROJECTS IN THE SLP</p>		
	<p>5.1 Youth Business Corners</p> <p>The service provider has been identified to assist with the planning and the implementation of this project, starting with the pilot site identified in Meloding.</p>		

5.2 Roads project

Tenders were issued for the consulting engineering company that will supervise and manage the project. The appointment of the company is expected to be made in January 2019.

APPROVED: _____ **DATE** _____
CHAIRMAN



Urban-Econ Development Economists Proprietary Limited (Bloemfontein)
3 Sir George Grey Park West,
BLEOMFONTEIN
9301

By e-mail: wynand@urban-econ.com

ATTENTION: Mr Wynand Myburgh

14 March 2019

Dear sir

NOTIFICATION OF CONTRACT AWARD. CONTRACT HG/19/03/0018, FOR THE DEVELOPMENT OF THE MATJHABENG LOCAL ECONOMIC DEVELOPMENT STRATEGY.

We wish to advise that Urban-Econ Development Economists Proprietary Limited (Bloemfontein) has been awarded a Contract under contract number HG/19/03/0018 for the development of the Matjhabeng local economic development strategy, subject to special conditions of contract and all annexures thereto as well as the following conditions: -

SCOPE OF WORK

The development of the Matjhabeng local economic development strategy.

COMMENCEMENT AND DURATION OF CONTRACT

Notwithstanding the date of signature hereof, the Agreement shall be deemed to have commenced on 15 March 2019 and shall remain in full force and effect until 14 August 2019.

Either Party shall have the right to cancel this Agreement for any reason whatsoever by giving the other Party 30 (thirty) Days written notice of cancellation calculated from the date of delivery of the cancellation letter and the Parties agree that neither Party shall have any right in law to claim any damages from the other Party as a consequence of such cancellation of this Agreement.

Directors: PT Motsepe* (Chairman), JM Motlaba* (Deputy Chairman), PW Steenkamp (Chief Executive), F Abbott (Financial Director), HE Mashego (Executive Director), JA Chissano**, FFT De Buck*, KV Dicks*, Dr DSS Lushaba*, M Msimang*, JL Wetton*, AJ Wilkens*, KT Nondumo*, VP Pillay*, MV Sisulu*
 *Non-Executive; **Mozambican

Secretary: Riana Bisschopff

Registration Number: 1950/038232/06

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The formal Agreement, containing Harmony Gold Mining Company Limited's special and general conditions of contract as well as Code of Conduct, and any other conditions that may be agreed, for which the above number has been reserved will be processed and forwarded to you with the minimum delay.

Kindly acknowledge your written receipt and acceptance of this document

Yours sincerely


R Manacas
Commodity Cluster Leader - Services
Harmony Gold Mining Company Limited



transport

Department:
Transport
REPUBLIC OF SOUTH AFRICA



Forum Building, 159 Struben Street, Pretoria, 0001, Private Bag X193, Pretoria, 0001 Tel: (012) 309 3000

Mr. Willie
Mathebula Chief
Procurement
Officer
National Treasury
Private Bag X115
Pretoria
0001

Dear Mr. Mathebula,

DELAYS IN THE AWARD OF CONTRACT RT57/2019 PROCUREMENT OF VEHICLES

The members of the Coordinating Committee of Government Motor Transport (CCGMT) are formally raising concerns with the delays in finalizing the award of contract RT57/ 2019 for the procurement of vehicles.

The following concerns are raised:

6. Departments are unable to utilize their allocated budgets for the procurement of vehicles.
7. Quarterly targets as per the APP's cannot be met.
8. Trading entities, which are revenue generating are unable to trade.
9. Service delivery is impacted as ambulances, mortuary vans and vehicles utilized for other essential services cannot be procured.
10. Vehicles cannot be purchased in line with the new guide for Members of the Executive. Some vehicles require replacement due to their economic lifespan having lapsed.
11. Negatively impacting other transversal term contracts such as the RT68 Finance contract, the RT62 Maintenance contract and RT58 Insurance contract for Subsidized Vehicles.

Based on the risks identified above, the committee recommended the following:

6. That the current list uploaded on the National Treasury website be removed as it contains errors and is misleading departments into thinking that the contract has been awarded.
7. That the vehicle prices be verified against the bid submissions and with the suppliers prior to the publication of the final list.
8. That the price adjustments as contained in the Special Conditions of tender be made as we are already in the second trimester.

DELAYS IN THE AWARD OF CONTRACT RT57/2019 PROCUREMENT OF VEHICLES

9. That the list be sorted per item number and ranked according to the award of the contract.
10. That the document be made available in excel format to assist user departments in uploading the list onto various systems.

It is recommended that the letters of award only be issued once the above processes are completed and that the standard contract circular be issued and published on the website at the same time as the vehicle list.

The committee humbly requests that formal communication be distributed to end user departments to update them on the status of the award of the contract.

Kind regards,



Mr. Mlungisi Maphanga
Director: Government Fleet
Date: 18/08/2019

MATJHABENG

Municipality
P / O Box 708
Welkom, 9460
South Africa



Municipalities
Tel: (057) 391 - 3212
Fax: (086) 215- 6693
E-Mail mm@matjhabeng.co.za

OFFICE OF THE MUNICIPAL MANAGER

To : Cllr TM Macingwane
From : OFFICE OF THE MUNICIPAL MANAGER
Mr. Thabiso Tsoaeli
Date : 27th August 2019

RE-QUESTIONS OF WHICH NOTICE HAD BEEN GIVEN RULE 52: LED & HS EXECUTIVE DIRECTOR VACANT POST

The above matter refers.

We acknowledge receipt of your letter dated 5th June 2019

To submit responses to council questions posted by Cllr Badenhorst, in terms of Rule 52 of the Standing Rules and Orders.

1. Can the Confirm MM that the Municipality really needs the Director for the LED and Human Settlement to meet its objectives?

- a) Yes the Municipality needs a Director of LED & HS for Strategic purposes and for promoting Local Economic Development

2. If the answer to the first question is YES then why has it taken more than 2 years to fill the vacancy?

The post was advertised on more than two occasions and we couldn't find a suitable candidate to fill that vacancy.

3. Can the Municipal Manager also confirm that is it within the laws governing municipalities to have a position that strategic becoming vacant for more than 2 years and an Acting Manager or Director for more than 3 Months?

It is not within the Laws governing Municipalities to have a post being left vacant for more than 2 years, In this case the post has to be filled with the suitable qualified candidate. The position has been Re-advertised again and closed on the 16th August 2019 we will then embark on a process to fill the post.

I hope you find this in good order

Yours faithfully

Mr. THABISO TSOAELEI
MUNICIPAL MANAGER

Matjhabeng Thabong Schools

A scale bar labeled "Scale n.t.s." and a compass rose indicating North, South, East, and West.

Scale H.T.S.



NOTES.

*Generalized Zoning
Not verified
Detailed zoning
obtainable from
Spatial Planning*

三



TSHWARAGANANG PROPERTY DEVELOPMENT TRUST REG : 2289/02

5 Vaal River
 Glen Harmony
 Virginia 9430
 Email : tshwaraganangpdt@yahoo.com
 Fax. : 086 258 8680
 Contact : 079 257 0040
 Cell. : 061 482 8361
 Date : 17 April 2019

***RE : Proposal for land availability agreement on the undermentioned sites Of
 Saaiplaas EXT1***

Attention to : MM Tshoadi

Refer to identified sites and map including list of site numbers with a house plan .
 Its a privilege to table down this short proposal request ing Matjhabeng Municipality to enter into land availability agreement of 248 sites in Saaiplaas , ext 14 Virginia ,and from this 248 sites , 63 has raft foundations, our understanding is that there were services from those sites , but they've been vandalised , on getting into agreement of understanding with Municipality , investigation through our consulting engineers will be conducted before to check the bulk services and the exciting internal services , plus how much to construct or to replace where necessary for land to take over before constructing , and a full after investigation report shall be handed over to the municipality . and then we can submit a bulk service proposal to the municipality , after an agreement with municipality we can start with the beneficiary list that our municipality has , so that we can forward it to the DPT of Human Settlement for capturing and verifying process to take place , on approval of the beneficiaries by the Department ,the appointed conveyencer (Andrews inc) will start to register the said properties from the Municipality to the registered beneficiaries , but the tittle deed shall remain with the Municipality for their official hand offing .

With this project more than 100 job opportunities shall be created ,mostly for woman and youth at large , and the developer will work hand in hand with the Free State Department of Human Settlement in collaboration with National Urban Reconstruction and Housing Agency , under the leadership of the ward 8 municipality councillor , and the beneficiary list shall be given to the developer so that they can be submitted and follows be made with the department of human settlement for capturing and verification ,on approval by the department ,the appointed Conveyencer Andrews inc will register the property from the municipality to the beneficiaries ,then financial institutions (Nurcha) will release the developer to build ,with full understanding that with the cession signed between them (Nurcha) and the Developer indicating that on completion of the house .
 Before hand over to the beneficiaries , financial institutions Nurcha or will have to pay over the municipality land availability agreement amount agreed upon , pending on how many houses are completed

We hope that the committee will consider our proposal of development and give us a chance to develop from Saaiplaas after many years .

The Raft Foundation Site Numbers

6719 6720 6721 6722 6723 6724 6725 6726 7627
 6728 6729 6730 6731. 6732. 6733. 6734. 6735. 6736

74

6745. 6746 6747 6748. 6749. 6750. 6751. 6752. 6753
6754. 6755. 6773.6774. 6775. 6776. 6777. 6768. 6779
6780. 6781. 6782 6783. 6802 6803 6804. 6805. 6806
6807. 6808. 6809. 6810. 6811. 6812. 6813. 6814. 6815
6816 6817 6818 6819 6820 6821 6822 6823 6824

The other 185 empty sites

6656. 6657. 6658. 6659. 6660. 6661. 6662. 6663. 6664. 6665 6666. 6667. 6669. 6670.
6671. 6672.
6673. 6674. 6675. 6676. 6677. 6678 6679. 6680. 6681. 6682. 6683. 6684. 6685. 6686.
6687. 6688. 6689. 6690. 6691. 6692. 6693. 6694. 6695. 6696. 6697. 6698. 6700. 6701. 6702
6703. 6704. 6705. 6706. 6707. 6708. 6709. 6710. 6711. 6712. 6713. 6714. 6715. 6716.
6717. 6718. 6737. 6738. 6739. 6740. 6741. 6742. 6743. 6744 6852 6853. 6854. 6855.
6856. 6857. 6858. 6859. 6860. 6861. 6862. 6863. 6864. 6865. 6866 6867. 6868. 6869.
6870. 6871. 6872.
6873. 6874. 6875 6876. 6877 6878. 6879. 6880. 6881. 6882. 6883. 6884. 6885 6886. 6887
6888. 6889. 6890. 6891. 6892. 6893. 6895. 6896. 6897 6898. 6899. 6900. 6901 6902.
6903. 6904. 6905.
6906. 6907. 6908 6909. 6910. 6912. 6913. 6914. 6915. 6916. 6917. 6918. 6919
6920. 6921. 6922. 6923. 6924. 6926. 6927 6928. 6929. 6930. 6931. 6932. 6934 6935.
6936. 6937. 6938. 6940. 6942. 6943. 6944. 6945. 6946. 6947. 6848. 6950. 6951. 6952.
6953. 6954 6955. 6956. 6957. 6958. 6959. 6960. 6961. 6962. 6963. 6964. 6965. 6966.
6967. 6968. 6969. 6970

We trust you find the above in order , should the municipality require any further information on the above proposed , our office is wide open to clarify

We look forward with hope to hear you

Yours in development

Molise

0792570040
0614828361

2. PHYSICAL ADDRESS

05 Vaal
River
Lane
Virginia
9430.
Contact Person: Mr Molise

TABLE OF CONTENTS HEADING

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1.3 OBJECTIVES

1.4 PROVISOS

1.5 SOCIAL RESPONSIBILITY

1.6 CONSTRUCTING

1.7 COMMUNITY INTERACTION

1.8 CIVIL SERVICES

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ANNEXURE B – LETTER OF AUTHORITY

ANNEXURE C – CONSULTING ENGINEERS

ANNEXURE D – TAX CLEARANCE CERTIFICATE

ANNEXURE E – PROPOSED HOUSES

ANNEXURE F – PROPOSED HOUSE PLANS

ANNEXURE G – CIDB REGISTRATION CERTIFICATE

ANNEXURE H – 50M2 HOUSE DEVELOPMENT IN SAAIPLAAS

OUR MISSION STATEMENT IS AS FOLLOWS

The Trust has adopted the mission statement that set out concisely yet the firm's basic philosophy. Which is applied to all its operations and which forms part of the firm's culture and its people. To provide efficient professional building construction service which contributes to the lives of community, as well being of all our employees and the benefit of our client company”

- (I) To put our community interest first
- (ii) To provide the best possible service as priority
- (iii) To provide equal opportunities for the advancement of all staff and the trustees
- (iv) To achieve transformation while reaching employment equity and skills development goals .

ACKGROUND

Tshwaraganang Property Development Trust is owned and managed by previous disadvantaged couples ,that have equipped themselves with construction skills ,and create jobs for our local Matjhabeng Municipality communities. The Trust can confidentially undertake any of the following: Bricklaying, plastering, painting, roofing, plumbing and all construction jobs and the trust is supported by experienced team of experts including: Johan Helm Architect (a) Mr Johan Helm

Helm Engineers (b) Mr Rudolph Helm
Thusa Batho Civil Eng (c) Mr Wouter Kruger

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Thusa Batho Consulting (d) Mrs R. Van Benecke
Matsepe's in. (e) Karin Smith

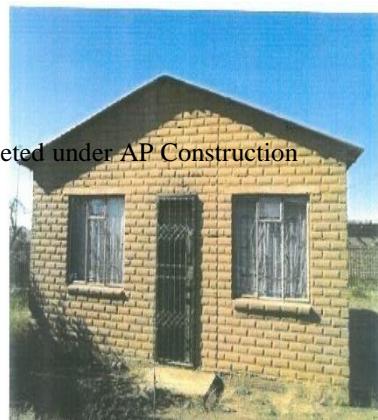
Tshwaraganang Property Development Trust can confidentiality undertake any of the following on housing ,

- (I) Plan Setting
- (ii) Excavations
- (iii) Steel fixing and Casting
- (iv) Brick Laying and Carpentry
- (v). Roofing , Water Connection and Electricity transfer
- (Vi). Completed houses and handover certificate issue

The trustees of Tshwaraganang both of them have completed one of their awarded housing contract and subcontracting contracts successfully .

LIST OF PROJECTS DONE BY TSHWARAGANANG TRUSTEES TO DATE:

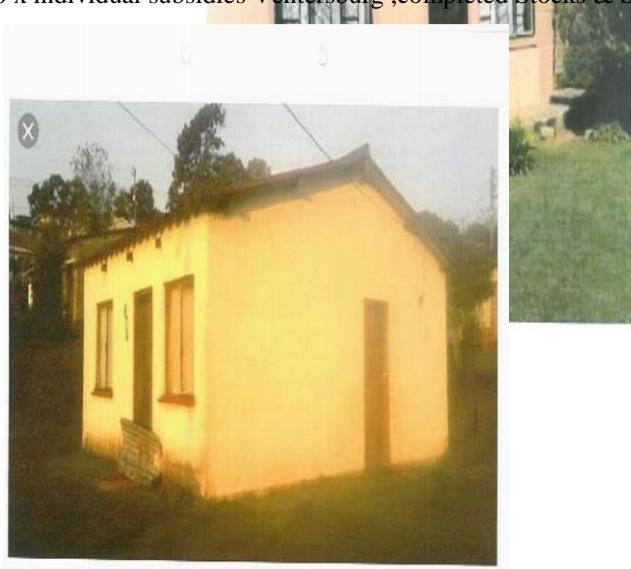
50 x 50 Sqm houses. Phomolong Hennenman Basil read under
Hatton and Associates



120 x 42 sqm houses in Phomolong / Hennenman tender completed under AP Construction



50 x 42 sqm houses Hennenman under Matlo construction



10 x individual subsidies Ventersburg ,completed Stocks & Stocks



100 x 45 sqm houses. Lindley Ntha Php under Sebetsang Basotho

20 x 42 Sqm houses. Welkom Thabong Jerusalema Park

OBJECTIVES

TSHWARAGANANG HAS THE FOLLOWING OBJECTIVES:

- (a). To provide management support service to builders to ensure that houses are build successfully , and the supplied beneficiaries and the Municipality are satisfied .
- (b). To promote the local building industry in a market adequate way by means of capacity building and skills training .
- (c) To reduce the risk of the financier in new development and houses in Matjhabeng Municipality. Builders
Market will be the supplier of the material on this project, pls find attached copy .
- (d) To be committed to the reconstruction and development program of our South African Government . The project will be implemented in such a way that community involvement and empowerment is stimulated and local employment opportunities are created especial for woman and youth at large . The trust is intending to train women and youth to :
 - (a). To become brick layers
 - (b). To become plumbers
 - (c). Carpenters

PROVISOS THIS PROFILE IS SUBJECT TO THE FOLLOWING PROVISOS

- (a). Tshwaraganang is buying empty serviced sites in Virginia Saaiplaas for low cost houses (RDP).
- (b). Tshwaraganang will be the developer.
- (c). Tshwaraganang will work hand in hand with the Municipality of Matjhabeng who will assist the Trust with the identification of beneficiaries.
- (d) Tshwaraganang will provide affordable houses 57m² with geysers.
- (e) Tshwaraganang will apply to the Department of Human Settlement to secure individual subsidies for the first time qualifying beneficiaries .
- (f). NURCHA has agreed on bridging finance of the whole housing project .
(See attached)

SOCIAL RESPONSIBILITY

The Trust seeks work wherever possible with the P.D.I's in order to change their lives ,through job creations , skills training , relationship are been developed with consultation firms ,to encourage them to employment as emerging quality contractors and artisan from P.D.I 's empower them for the job market

P.D.I's Previous Disadvantaged Individuals

The Trust give particular attention to P.D.I'd especially woman ,by understanding that empowering one woman you raise the nation ,within the business they'll be given 7

- (a) Business Dealings
- (b). Construction Meetings
- (c). Negotiation skills
- (d). Construction itself

This show that Tshwaraganang has indulged in training the woman where other few companies have ignored them

The trust also seek joint venture partners in order to create more job opportunities for the up and coming youth and woman society at large ,Tshwaraganang specialise mostly in low cost housing and subsidy based housing development ,it is therefore requested that the above statement are taken to account when adjudicating the social responsibility portion

We therefore provide our Municipality community with the ff

- (a). Assist in poverty alleviation
- (b). Job Creations
- (c). Skills to the local builders for the future projects - specially
Woman and youth at large

Tshwaraganang Property Development Trust believes that by working with the municipality and the department of human settlement, every project can be a success Tshwaraganang Property Development Trust will manage the whole total phase of the project, and on every project our involvement will be structured to suit our community, Municipality .and our Free State Government. 8

POSITIONS

SKILLS OF ALL STAKE HOLDERS

- (@). Mr Molise , manange of construction process till hand over
- (b). Dimakatso ,after sale customer care
- (c). Souter Kruger , an Engineer
- (d). Johan Helm , an architect
- (e). Rudolph Helm , building inspector
- (f). Matsepe'inc. , transferring attorneys

- (g). Excators, Steel fixers and slab casters
- (h). Builders , brick layers and plumbers
- (I). Painters and carpenters

BUILDING EXPERTS

Mr Molise
 Mr Johan Helm
 Rudolph Helm
 Souter Kruger
 Local Brick Layers

The accountability of the whole project rest with Tshwaraganang with the building experts

PROJECT MANAGEMENT STRUCTURE

- (I). Department of Human Settlement (Provision of Individual subsidies)
- (ii). Tshwaraganang Property Development Trust (Developer)
- (iii) Matjhabeng Municipality (Provision of land, Municipal services and Beneficiaries) (iv). Conveyancer's
- (v) Architect and Consulting Engineers
- (vi). Local Builders

SERVICES

- (a.) Construction programming and cash flow management
- (b). Acting as pay master and financial manager of the builder

COMMUNITY INTERACTION

- (a) Community participation is given a high priority by Tshwaraganang Property Development Trust
- (b). An appropriate committee will meet regularly to deal up front with all issues relating to the project .
- (c). We realise how important it is for capacity's growth and the transfer skills amongst one another and community 10

CIVIL SERVICES

The following levels of services are available

- Water. : All stands are serviced
- Storm water : access roads and storm water are in place
- Sewerage. : A water borne sewer in place
- Streets. : Tired roads round main entrances
- Electricity. : Electricity connection is near the sites

TOP STRUCTURE

The houses will be 57 Sam four roomed houses with solar geyser build on the engineers approved plan . The level of finishes to this houses is as indicated in the attached specification and house plan

CONTRACTUAL arrangements

The following contractual arrangements are necessary

Tshwaraganang Property Development Trust have bought sites from the MATJHABENG Municipality

The Land Availability Agreement between two parties will be signed

The Department Of Human Settlement will reserve subsidies under

11

Under individual scheme.

Contract between the Architects and Developers

Agreement between the Developer and the beneficiaries

Agreement between the Developer and the builders

CONCLUSION

Tshwaraganang Property Development Trust believes that by working with the Matjhabeng Municipality, and the

Department Of Human Settlement every project scaled down can be a success

Tshwaraganang is committed to the reconstruction and development programme of the government

Tshwaraganang will manage the total phase of the project ,and on every project. under the municipality ,the trust involvement will be structured to suit our government and our municipality, more especially the beneficiaries

Your's in development

Mr Molise

TSHWARAGANANG PROPERTY DEVELOPMENT TRUST



Email address: Tshwaraganangpdt@yahoo.com

Fax: 086 2055 680

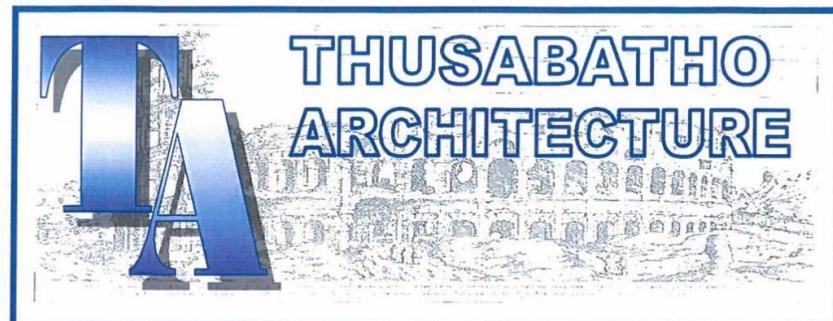
CIDB: CRS number - 10195201

Contact Person: Mr. Molise

Contact no: 061 4828 361 / 079 2570 040

ANNEXURES

ANNEXURE A



P.O.BOX 32289
FICHARDTPARK
9317
051 444 5616
051 444 1742
ronel@thusabatho.co.za
Reg No.: D0435

QUOTATION/KWOTASIE

| | |
|-----------------|--|
| Aan / To : | Tshwaraganang Property
Development Trust
Virginia |
| BTW no. | |
| For attention : | Mr. Molise Segwaba |
| Fax : | |
| Email : | tshwaraganangpdt@yahoo.com |

ANNEXURE B

J246



DEPARTMENT: JUSTICE AND CONSTITUTIONAL DEVELOPMENT
REPUBLIC OF SOUTH AFRICA

LETTERS OF AUTHORITY

In terms of Section 6(1) of the Trust Property Control Act, 1988 (Act 57 of 1988)

NO: IT 2289/02

This is to certify that MOLISE PAUL SEGWABA & DIMAKATSO AUGUSTINA KHOLOANYANE

is/are hereby authorized to act as trustee(s) of the

TSHWARAGANANG PROPERTY DEVELOPMENT TRUST

ANNEXURE C



THUSABATHO

CONSULTING ENGINEERS CC

Registration Number 2009/168229/23 | VAT Number 4210253763

APPOINTMENT AS ENGINEER AND COMPETENT PERSON

| | |
|-------------------------|-------------------------------------|
| AREA | : VIRGINIA / SAAIPLAAS |
| DEVELOPER | : TSHWARAGANANG PROPERTY DEV. TRUST |
| SITE NUMBER | : 248 HOUSES OF 57 M ² |
| DATE | : 13 MAY 2019 |
| REFERENCE NUMBER | : 09005 |

We hereby certify that we have been appointed by the developer mentioned above to act as Structural Engineer on the site number and area above for all structural items as well as the inspection of the structural items during construction.

Our responsibilities and appointment include the following:

ANNEXURE D



Tax Clearance Certificate Number:
0700/2/2019/A002986587

Tax Clearance Certificate - Good Standing

Enquiries
0800 00 SARS (7277)

Approved Date

2019-05-07

Expiry Date
2020-05-07

Trust number IT2289/02

Income Tax 0908458144
TSHWARAGANANG PROPERTY DEVELOPMENT TRUST

Trading Name TSHWARAGANANG MULTI PURPOSE

It is hereby confirmed that, on the basis of the information at the disposal of the South African Revenue Service (SARS), the above-mentioned taxpayer has complied with the requirements as set out in the Tax Administration Act.

This certificate is valid until the expiry date reflected above, subject to the taxpayer's continued tax compliance. To verify the validity of this certificate, contact SARS through any of the following channels:

- via eFiling
- by calling the SARS Contact Centre
- at your nearest SARS branch

This certificate is issued in respect of the taxpayer's tax compliance status only, and does not address any other aspect of the taxpayer's affairs.

ANNEXURE E - PROPOSED HOUSES



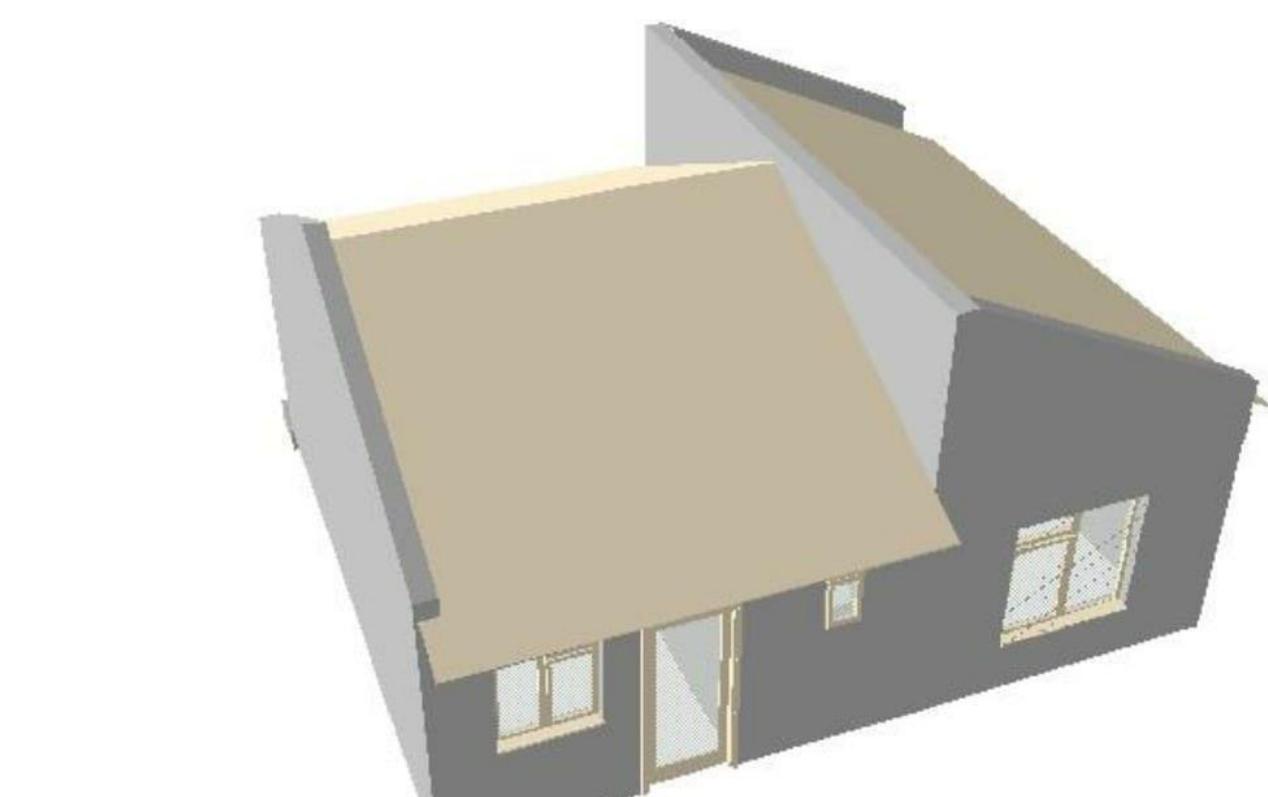
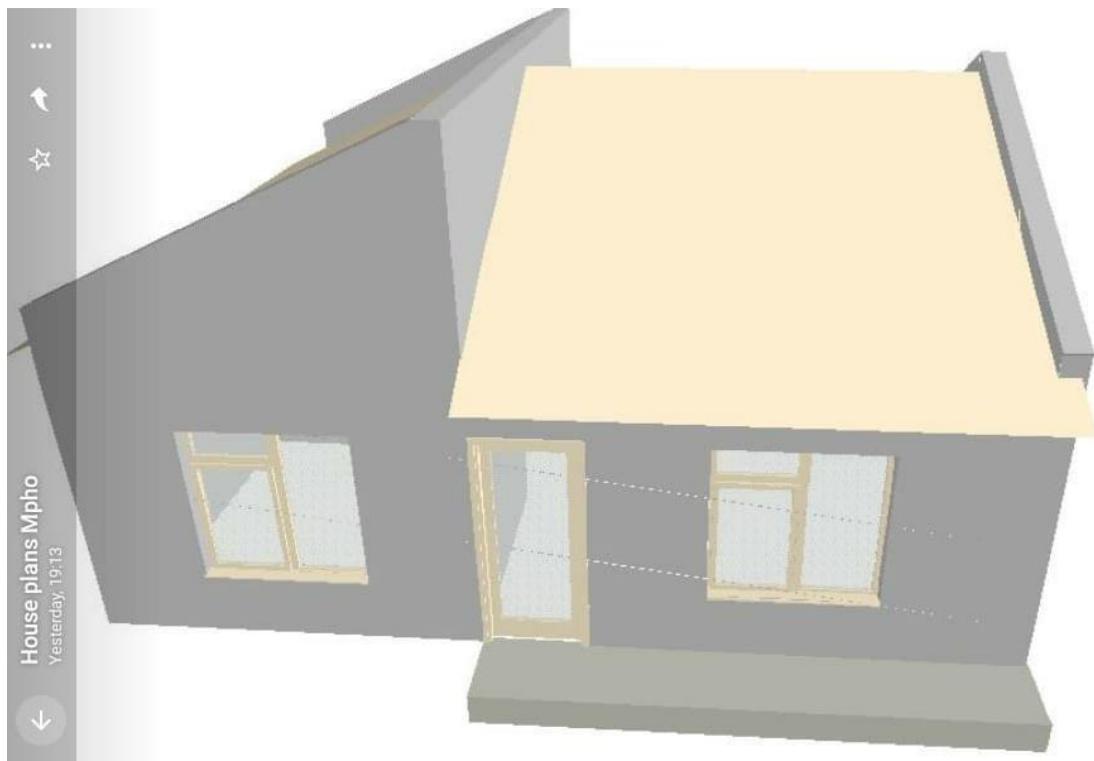
PROPOSED HOUSES

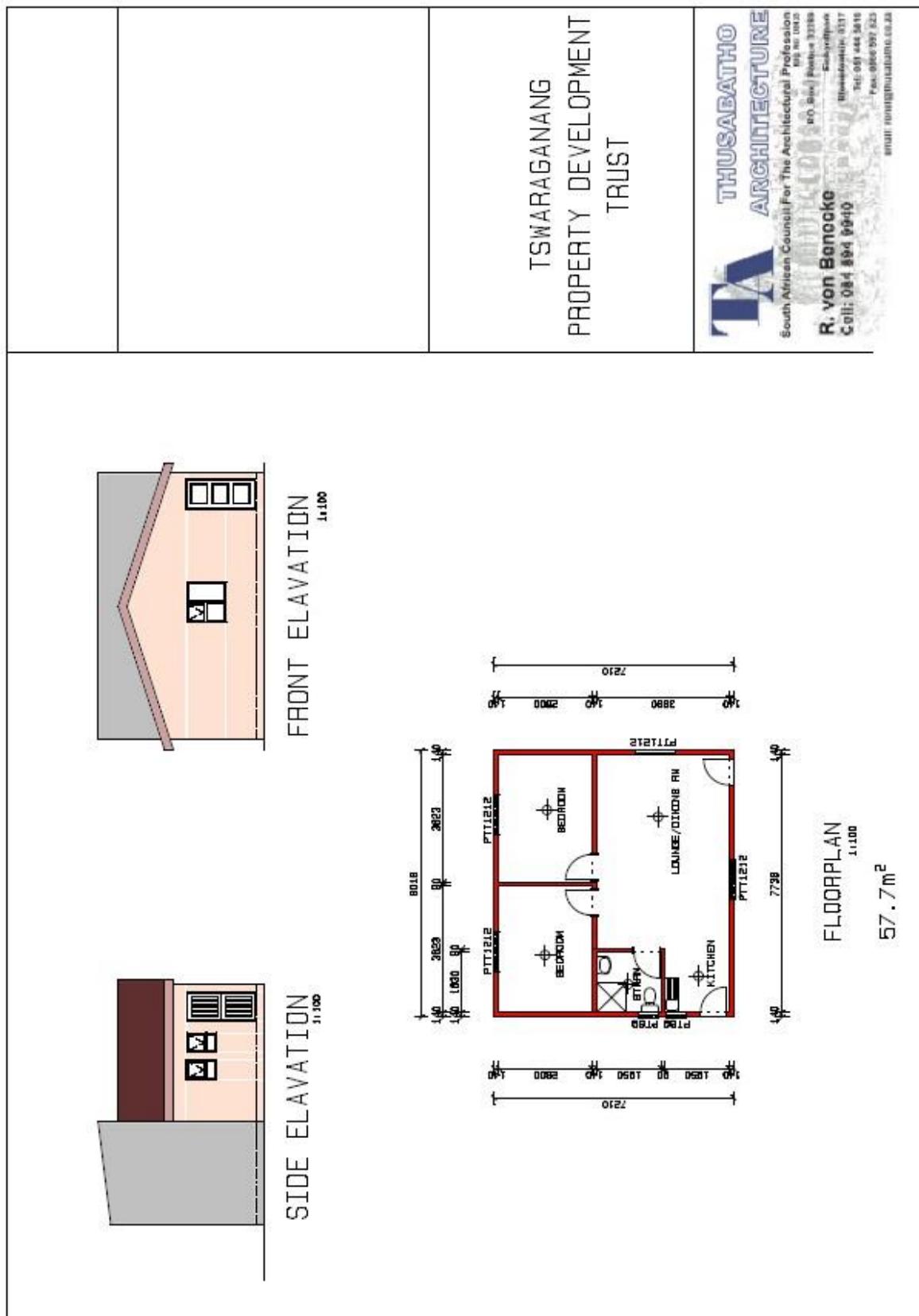


PROPOSED HOUSES



PROPOSED HOUSES





SA4/2014

**REQUEST FOR AUTHORITY TO BE GRANTED TO THE MUNICIPAL
MANAGER TO ENTER INTO LAND AVAILABILITY AGREEMENTS FOR
DEVELOPMENTAL RIGHTS (MM) (20/14/4/3)**

PURPOSE

To solicit approval from Council to authorise the Municipal Manager to enter into Land Availability Agreements exclusively for granting of developmental rights to prospective developers for the following areas: Flamingo (up market), Kitty (inclusionary) and Saaiplaas (RDP) Dagbreek as they are not required for provision of municipal services.

DISCUSSIONS

The Executive Mayor, Cllr S Ngangelizwe presented the item to Council.

//After lengthy deliberations on the matter, at 16:29 the ANC requested a 5 minutes caucus and the permission was granted.

COUNCIL RESOLVED (08 APRIL 2014)

1. That Council **CONFIRMS** that the erven in the following areas zoned for residential development in Flamingo (up market), Kitty (inclusionary), Allanridge ±840 erven, Ventersburg – Extension 6, Hennenman, Virginia Extension 10, Odendaalsrus Extension 13, Welkom – Naudeville Extension 2, Welkom – Rheeder Park Extension 2, Welkom – Flamingo Park Extension 5, Welkom – Riebeeckstad Extension 1, Thabong – Thandanani area, Thabong Extension 6, Saaiplaas, Dagbreek are not required for provision of municipal services.
2. That the development proposals **BE INVITED** in terms of the requirements and the MFMA.
3. That the Municipal Manager **BE AUTHORIZED** to conclude Land Availability Agreement with the developers in compliance with the legislative framework.
4. That when the developed erven are disposed they be **DISPOSED** within the values as obtained in the Municipal Valuation roll.

5. That in area where bulk services are not available, Service Level Agreement **BE CONCLUDED** with the developers to develop such services at its own costs.

That the Municipal Manager to report **PROGRESS** to Council every (3) three

LAND AVAILABILITY AGREEMENT

entered into by and between

1. **PARTIES**

1.1 MATJHABENG LOCAL MUNICIPALITY (MLM) herein represented by
Thabiso TSOAELI being duly authorized thereto
(hereinafter referred to as the **MUNICIPALITY**)

AND

1.2 TSHWARAGANANG PROPERTY DEVELOPMENT TRUST

Registration Number: IT 2289/02
herein represented by Mr. Molise in his
capacity as MANAGING DIRECTOR
duly authorized thereto by virtue of a resolution
(the “**DEVELOPER**”)

2. **INTRODUCTION**

- 2.1 The Housing Policy and Strategy (1994) focused on stabilizing the environment to transform the extremely fragmented, complex and racially-based financial and institutional framework inherited from the previous government, whilst simultaneously establishing new systems to ensure delivery to address the housing backlog.
- 2.2 In Matjahabeng, there has not been any significant housing development due to a variety of reasons and the housing backlog needs to be addressed in order to accommodate citizens, fulfill the local government mandate and respond to the needs of the community in line with the National Government Policy on the provision of Housing.
- 2.3 The provision of housing is a basic human right enshrined in the Constitution of the Republic of South Africa of 1996.
- 2.4 Project Goals and Objectives are :

- To ensure the provision of housing as a key strategy for poverty alleviation;
- To utilise the provision of housing as a major job creation strategy;
- To ensuring that property can be accessed by all as an asset for wealth creation and Empowerment;

- To combat crime, promote social cohesion and improve quality of life for the poor;
- To utilise housing as an instrument for the development of sustainable human settlements, in support of spatial restructuring.

2.5. That the municipality hereby makes the property (land) mentioned under annexure "A" available to the Developer on the terms and conditions set out below.

3. INTERPRETATIONS

The headings of the clauses in this agreement are for the purpose of convenience and reference only and shall not be used in the interpretation of nor modify nor amplify the terms of this agreement nor any clause hereof. In this agreement, unless a contrary intention clearly appears

—
3.1 words importing –

- 3.1.1 any one gender includes the other gender;
- 3.1.2 the singular include the plural and *vice versa*; and
- 3.1.3 natural persons include created entities (corporate or unincorporated) and *vice versa*.

3.2 The following terms shall have the meanings assigned to them hereunder and cognate expressions shall have a corresponding meaning, namely:

- 3.2.1 "Attorney" means the firm of attorneys appointed by "Developer" to transfer the land (or portions thereof) into the name of the end user;
- 3.2.2 "BBBEE" means the Broad-Based Black Economic Empowerment;
- 3.2.3 "MLM" means Matjhabeng Local Municipality, herein represented by Mr. Thabiso Tsoaeli in his capacity as **Municipal Manager**.
- 3.2.4 "Contractor" or "sub-contractor" means a contractor or sub-contractor other than the Developer as described in clause 21 hereunder;
- 3.2.5 "Developer" means, TSHWARAGANANG PROPERTY DEVELOPMENT TRUST , Registration IT 2289/02
- 3.2.6 "development project" means the development of the land to be undertaken on the terms of this agreement by the development of the stands on the land as more clearly depicted on the plan to be amended;
- 3.2.7 "Effective date" means the signature date;
- 3.2.8 "land" means the land as more clearly depicted on the attached plan and the complete erf list (erf quantum) which is attached as Annexure A hereto and only refers to residentially zoned erven. All other land uses in the area are excluded from this agreement.

- 3.2.9 "subsidies" means the total financial grant assigned to qualifying first time home owners in terms of the Individual Project Subsidy Scheme as administered by the Provincial Department of Human Settlement and overseen by NURCHA.
- 3.3 Words and expressions defined in any sub-clause shall, for the purpose of the clause of which that sub-clause forms part, bear the meaning assigned to such words and expressions in that sub-clause.
- 3.4 If any provision in a definition is a substantive provision conferring rights or imposing obligations on any party, effect shall be given to it as if it were a substantive clause in the body of the agreement, notwithstanding that it is only contained in the interpretation clause.
- 3.5 If any period is referred to in this agreement by way of reference to a number of days, the days shall be reckoned 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 day shall be the next succeeding business day.
- 4. LAND AVAILABILITY**
- 4.1 The municipality hereby makes available the land to the DEVELOPER as depicted on the attached plan and the complete erf list as attached as Annexure A hereto and subject thereto that the development obligation of the DEVELOPER shall be undertaken on the basis that the LAND REMAINS REGISTERED IN THE NAME OF THE MUNICIPALITY until all conditions of the Municipality as contemplated in this agreement are met.
- 4.2 The development project, subject to the terms and conditions of this agreement and the Development Proposal, to be carried out on the land shall comprise *inter alia* the:-
- 4.2.1 The developer identifying qualifying beneficiaries for the project for the project in collaboration with the Municipality.
 - 4.2.2 Developer applying for subsidies on behalf of beneficiaries to the Department of Human Settlement in terms of the Individual Project Linked Subsidy Scheme and the requirements of NURCHA for all of the total erf quantum under this land availability agreement.
 - 4.2.3 DEVELOPER providing written confirmation to the Municipality that subsidies for the entire erf quantum was approved by the Department of Human Settlement.
 - 4.2.4 DEVELOPER planning and responsible for the installation and supply of all internal services and bulk services if so required to the land at their own costs and in terms of the standard Municipal design standards.
 - 4.2.5 DEVELOPER developing the houses on the land in accordance with the existing GENERAL PLAN, SPATIAL DEVELOPMENT FRAMEWORK, LAND USE SCHEME and the National Building Regulations on the terms of this agreement.

- 4.2.6 The developer ensuring the transfer of individual erven into the names of the qualifying beneficiaries for every completed and approved housing structure.
- 4.3 The DEVELOPER shall only be entitled to cede its rights and obligations to a Financial institution/Investor, solely for the reason of securing funds to undertake the development project. The DEVELOPER will not be entitled to cede or encumber the Land without the prior written consent of the municipality being obtained. After written consent has been obtained from the MLM, the DEVELOPER will submit such cession/mortgage bond to MLM for noting and acceptance.
- 4.4 No agency or lease is hereby constituted.
- 4.5 The land is made available for development in terms of this agreement “voetstoots” as to condition and extent and shall not be liable for any defects, either latent or patent. The DEVELOPER is hereby deemed to have made himself acquainted with the situation, nature and condition of the land and locality of **the same inclusive of the conditions of township establishment and title** and the positioning of all existing services as well as any servitudes or conditions affecting the land, and is entirely free from any liability therefore, save as provided in terms of this agreement.
- 5. PROVISION OF ENGINEERING SERVICES**
- 5.1 MLM does not warrant the installation of the bulk and/or internal services necessary for the Project due to its current financial situation.
- 5.2 **The developer will submit a services report to the Municipality which addresses the provision of both the internal and bulk services to the area from a professional and registered engineer for approval, also with the condition that the developer will be financially responsible for the provision of all outstanding engineering services in the area.**
- 5.3 That the developer will enter into a Services Agreement with the Municipality as soon as the services report is approved by the Municipality.
- 6. SUSPENSIVE AND RESOLUTIVE CONDITIONS AND DURATION**
- 6.1 This agreement is subject to the fulfilment of the following suspensive conditions:-
- i. **The developer applies for subsidies to the Department of Human Settlement on behalf of the beneficiaries and submits written approval from the Department of Human Settlement for all the subsidies in relation to the erf quantum within six months.**
 - ii. **That the developer submits an engineering services report and electrical services report to the Municipality from a professional and registered engineer for approval, also with the condition that the developer will be financially responsible for the provision of all outstanding engineering services in the area within six months from signing this agreement.**
 - iii. **That any financial proposal from the developer in relation to the feasibility of the project inclusive of the provision of services, the**

purchase of the land or any other aspects will be submitted to Council for approval.

- iv. That the development of services and houses commences with one year after signature of the LAA agreement.
- v. That the DEVELOPER submits to the MLN a detailed work schedule (including number of jobs permanent or otherwise created as a result of the development) in terms of the extended Public Works Programme prior to the physical commencement of the project.

6.2 This agreement shall also terminate if:

- 6.2.1 this agreement is cancelled in accordance with the provisions of clause 25; or**
- 6.2.2 the parties agree in writing that it shall be cancelled.**

7. FINANCIAL ASPECTS

- 7.1` The consideration payable by the **DEVELOPER** to the MLM will be in line with the Provisions of the MFMA (Market Price) of each site/land upon transfer of same to the end-user/ to the Developer on practical completion of the development, or when the DEVELOPER takes transfer of the stands, whichever occurs first.
- 7.2 The DEVELOPER shall pay no occupation rental.
- 7.3 **The DEVELOPER shall be liable for and shall pay on demand for any charges together with the Value Added Tax thereon arising out of its use of electric current, water, gas, refuse and garbage disposal services, sewerage and effluent and other charges (including basic and service charges), in respect of the Land from date of signature of this agreement.**
- 7.4 The DEVELOPER will be responsible for payment of development costs inclusive of connection fees, building plans as per the Municipal Tariff list.
- 7.5 Rates and taxes shall be payable on practical occupation of the property by the beneficiary on, or when the DEVELOPER or end users take transfer of the stands, whichever occurs first.

8. ROLE AND RESPONSIBILITIES OF DEVELOPER

The role and responsibilities set out hereunder shall be subject at all times to DEVELOPER exercising such powers in accordance with (i) this agreement, (ii) Development Plan, (iii) applicable legislation and by-laws and (iv) relevant policy guidelines of the MLM.

9. TOWN PLANNING ISSUES AND ENVIRONMENTAL ISSUES

The DEVELOPER shall at its sole cost and expense carry out the following steps, namely :

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9.1 Submit and/or withdraw and/or amend a SDP and/or any building plans and/or engineering services connection application to the appropriate MLM authority for the development of the land, and in this regard:-

- 9.1.1 file together with the application(s) together with all the prescribed documentation and information as may be required;
- 9.1.2 give all the relevant notices to those bodies as prescribed for the purposes of the said application(s);
- 9.1.3 advise the MLM of any objections regarding the application either immediately upon receipt hereof, or as soon as is practicable after any such objection has been made;
- 9.1.4 appear before the MLM Town Planning Tribunal or any other authority, as may be necessary and required in the process of township establishment; and
- 9.1.5 refer back to the Council any or all conditions imposed by such authority referred to in clause 12.1.4 in the process of township establishment, particularly with regards to the suspension and/or cancellation of any title conditions which involves the co-operation and/or approval of the land.
- 9.1.6 in the discretion of DEVELOPER, appoint any relevant professionals to represent the Developer;
- 9.1.7 submit a layout plan with the appropriate department of the MLM for approval;
- 9.1.8 comply fully with all the required provisions of applicable legislation;
- 9.1.9 make application for the suspension/cancellation of any title deed restrictive conditions, if necessary;
- 9.1.10 conduct an environmental assessment and impact study and comply with all the relevant preventative and/or remedial measures in terms of legislation and requirements of the said Tribunal;
- 12.1.11 produce a full Environmental Management Plan in terms of applicable Environmental Legislation, if necessary; and
- 12.1.12 apply for and obtain rezoning of the land if necessary in terms of the Town Planning and Townships Ordinance 1986 should it be applicable.

13. FINANCING

DEVELOPER shall be responsible for the financing of the entire development project, insofar as any obligations vest with DEVELOPER.

14. TIME FRAMES AND PERIODS

- 14.1 The development project shall be completed in accordance with the time frame set out in clause 6 above.

14.2 In the event of DEVELOPER defaulting on any of abovementioned time periods, the MLM shall be entitled to act against DEVELOPER in terms of clause 25 hereof.

14.3 DEVELOPER shall submit to the MLM for notification a **written** progress report EVERY month addressing the progress made with the development project and all other issues pertaining to the development project.

15. DEVELOPMENT AND CONSTRUCTION

15.1 The development project shall be completed by the DEVELOPER at its cost:-

15.1.1 in a good and proper and workmanlike manner;

15.1.2 substantially in accordance with the development project proposal; and

15.1.3 in accordance with –

- the applicable town planning scheme;
- all applicable conditions of title; every applicable law; and
- the provisions of this agreement.

15.2 The DEVELOPER shall at all times observe (and is obliged to fully acquaint itself with) the conditions of title and servitudes (registered and un-registered) applicable to the land.

15.3 If the development project is delayed-

15.3.1 by viz major;

15.3.2 by reason of civil commotion, political riot, local combination of workmen, strike or lockout, any land claim or circumstances beyond the DEVELOPERS' control; then in such case the Civil Engineer shall certify a fair and reasonable extension of time of the practical completion date

15.4 The DEVELOPER shall ensure that all construction methods, materials and workmanship employed in the development of the land are of a standard acceptable to the MLM, who shall be entitled through its designated representatives, to inspect the building site of the DEVELOPER at any time in order to ensure that satisfactory standards are being maintained.

15.5 The DEVELOPER and/or sub-contractor shall keep record of all labour contracts as required in the “Extended Public Works Programme” and submit such records to the MLM on a quarterly basis.

15.6 The DEVELOPER confirms that as from the commencement date it shall be deemed to have acquired full control in respect of the land for purposes of the Occupational Health and Safety Act, 1993 and Regulations, and that the DEVELOPER is regarded as the client for the purposes of the said Act. To this effect the DEVELOPER shall manage, administer and audit compliance by the contractor on a monthly basis for the duration of the construction work on the development project.

16. INSURANCE

- 16.1 The DEVELOPER shall, for the duration of the construction program maintain construction risk insurance in a sum equal to the estimated construction costs plus a contingency allowance of 30% (thirty per centum).
- 16.2 DEVELOPER shall take out and maintain adequate insurance cover, including public liability insurance, for the duration of this agreement until the transfer of the last unit to a third party.

17. OTHER AGREEMENTS

DEVELOPER shall enter into or terminate any other contract which it considered necessary for or incidental to the performance of its duties in accordance with this agreement and to further give effect to the approved development project, including but not limited to Security Agreement; Site Development Agreement. The MLM will not be a party to these agreements and DEVELOPER herewith indemnifies and holds the MLM harmless against any claims that may arise from such agreements.

18. COMMUNITY PARTICIPATION

It is specifically agreed that the DEVELOPER shall cause sufficient community participation to take place to the satisfaction of the MLM. The MLM pledges its co-operation to assist in this process.

19. ROLES AND RESPONSIBILITIES OF THE MLM

The roles and function of the MLM shall comprise the following:-

- 19.1 The MLM shall make the land available to DEVELOPER, as is hereby done, co-operate and assist DEVELOPER where it is reasonably required in order to successfully complete the development project.
- 19.2 The MLM shall retain the control of the land and may in the event of the breach of any of the terms and conditions hereof, withdraw the land and deal with the land as the MLM may deem fit.
- 19.3 Any power of attorney or consent not attached hereto at date of signature shall not render this agreement incomplete and may be prepared by DEVELOPER at the appropriate time.

20. SUB-CONTRACTS AND LAND DEVELOPER

- 20.1 DEVELOPER shall remain wholly responsible for carrying out and completing the development project in all respects in accordance with this agreement notwithstanding the subcontracting of all or any portion thereof. In this regard:-
- 20.2 If DEVELOPER decides, either at the outset of this agreement or at any future date to enter into an agreement with a land developer or sub-contractor whereby such land developer or subcontractor develops either the entire or part of the land, be it by way of joint venture or otherwise, such agreement shall be in writing and be subject

to the approval of the MLM, entitling the MLM to impose any further or additional terms and conditions or cause any amendment thereto as the MLM may reasonably require, but always subject thereto that the MLM remains fully indemnified and held harmless by DEVELOPER and the land developer jointly and severally against any claim arising from any agreement/s between DEVELOPER and/or the land developer and/or sub-contractor. It is recorded that the DEVELOPER entered into a joint venture agreement with a black economic empowerment entity in accordance with the attached joint venture agreement, which forms an integral part of this agreement.

20.3 Should any land developer or sub-contractor commit any act (which shall include, for all purposes, any omission) which is a breach or would, if committed by DEVELOPER constitute a breach by DEVELOPER in terms of the provisions of this agreement, DEVELOPER shall procure that the breach is remedied within 7 (SEVEN) days or such other period that DEVELOPER deems reasonable failing which the agreement concluded by DEVELOPER with the land developer or sub-contractor in question shall forthwith terminate and DEVELOPER shall, either itself or through a land developer or sub-contractor other than the land developer or sub-contractor in question, fulfil the obligations which were contracted by the DEVELOPER to the land developer or sub-contractor in question. Without in any way limiting or derogating from the provisions of this clause, DEVELOPER shall be liable to the MLM for all and any of the acts, defaults and omissions of any land developer or sub-contractor and such land developer's or sub-contractor's agents, employees and any other person whomsoever for which such person may be liable in law.

21. BBBEE POLICY

21.1 In line with the DEVELOPER's endeavours to promote the socio-economical upliftment of historically disadvantaged individuals, being conditional of the approval of the development proposal submitted by the DEVELOPER, the DEVELOPER shall use all reasonable endeavours to ensure that the direct and indirect contractors, including the professional team to be appointed by the DEVELOPER on the development project, meet a minimum BBBEE requirement of 70% (seventy percent). At least 55% (fifty five percent) of the construction work shall be awarded to BBBEE compliant entities. It is recorded that the professional team was appointed some years ago when the first agreement was concluded.

21.2 The parties agree that the Property Transaction Policy and Scorecard shall be used to determine whether the direct and indirect contractors and professional team to be appointed by the DEVELOPER meet the above minimum requirements attached hereto.

21.3 The DEVELOPER shall submit to the MLM a report on the compliance with clause 22.1 above.

21.4 The DEVELOPER records that it is committed to the implementation of the Property Charter and that it will use all reasonable endeavours to adhere to the principles set out in the Property Transactions Policy and Scorecard from the effective date.

21.5 The DEVELOPER will every 6 (six) months, for the duration of this agreement, submit an independently audited report on its BBBEE status as required in terms of the Property Transaction Policy and Scorecard. Such report will contain the DEVELOPER's comprehensive scorecard for all items and an account of progress

in achieving the qualitative principles outlined in the Property Transaction Policy and Scorecard. The DEVELOPER undertakes to use its best endeavours to improve its BBBEE status annually.

21.6 The parties record that the MLM is in the process of developing the strategy based on the five pillars of economic growth, namely empowerment, job creation, skills development and entrepreneurship. The strategy will focus on areas of alternative building material supply, property and construction services, property ownership and property finance. The DEVELOPER will use all reasonable endeavours to participate in the implementation of the above strategy in relation to the development, provided that such participation falls within the cost, program and quality parameters set for the development project by the DEVELOPER.

22. DUTY OF CARE

DEVELOPER shall be responsible for ensuring that reasonable skill, care and diligence are exercised in carrying out its obligations under this agreement, and furthermore to promote and safeguard the interests of the MLM.

23. MEDIATION

In the event of a dispute arising between the parties, it is the recorded intention of the parties that such dispute shall be resolved as expeditiously as possible by way of mediation before any litigious actions are instituted. In this regard the parties agree as follows :-

23.1 The parties shall jointly agree upon a mediator within a period of 30 (THIRTY) days to either party giving the other notice as contemplated in clause 24.2, failing which an independent mediator shall be appointed by the Arbitration Foundation of South Africa within 21 (twenty one) days from failure to agree upon a mediator.

23.2 The process of mediation shall commence by the one party giving the other notice of the dispute and requesting confirmation of a proposed mediator to be appointed, alternatively requesting the other party to propose a mediator for consideration.

23.3 Upon appointment of the mediator such mediator shall decide upon all aspects pertaining to the mediation process including costs, procedures, venues and any other aspect which the mediator regards appropriate to rule upon.

23.4 All discussions, disclosures, submissions and/or information made or provided during mediation shall be privileged unless the parties agree to the contrary, specifically to any particular aspect or generally, as the case may be. Such agreements shall be reached in discussion with the mediator and recorded by the mediator as being part of the mediation process.

24. BREACH

24.1 The principle of control by the MLM, as the case may be, pertaining to the land, shall remain an integral part of this agreement and be adhered to, entitling the MLM, as the case may be, to withdraw the land and claim cancellation of this agreement, if after reasonable notice DEVELOPER has failed to remedy default.

24.2 Should any party to this agreement, including a sub-contractor and/or land developer in terms

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of clause 22, fail timeously or fully to perform any obligation arising from this agreement ('the defaulting party') the aggrieved party may call upon the defaulting party in writing to remedy such default within 14 (fourteen) days (if the breach is capable of being remedied). Should it not be possible to remedy the breach within the 14 (fourteen) day period, the defaulting party shall commence with the necessary steps to rectify the breach within 14 (fourteen) days and to complete the action within a reasonable period of time appropriate under the circumstances. Should the defaulting party fail to remedy such default within the stipulated notice period, then and in such event the aggrieved party shall be entitled to terminate this agreement in whole or in part, forthwith, by notice in writing. In this regard, the following shall apply :-

24.2.1 In the event of termination of this agreement by reason of the default on the part of the MLM, then DEVELOPER shall be entitled to recover from the MLM all expenditure necessarily incurred by the in pursuance of this agreement plus any loss or damage suffered as a result of such termination.

24.2.2 In the event of termination of this agreement as a result of the default of DEVELOPER, or any land developer or sub-contractor (if applicable), the MLM shall be entitled to recover from DEVELOPER any loss or damage suffered by the MLM.

25. DOMICILIA AND NOTICES

25.1 The MLM hereby selects as its address: -

c/o Municipal Manager
Postal Address:
PO Box 704
Welkom
9460

Physical Address:
Cnr Ryk and Stateway
Welkom CBD
Second Floor
Municipal Building
9460

25.2 DEVELOPER hereby selects as its

05 Vaal River Lane
Virginia
9430

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25.3 The above addresses shall be the parties' *domicilia citandi et executandi* for all purposes of this Agreement, including the service of all notices and legal process in connection herewith.

25.4 Notice of change of address stated in 26.1 and 26.2 to another address may be given by any party in writing to the other party.

25.5 Every notice to be given by one party to the other in terms of this Agreement shall be in writing and shall be either: -

25.5.1 delivered by hand to the *domicilium citandi et executandi* of the other party, in which case it shall irrebuttably be deemed to have been given and such other party shall be deemed to have been informed of the contents of the notice when the notice is so delivered; or

25.5.2 posted by prepaid registered post to such other party at the *domicilium citandi et executandi* of the party, in which case it shall irrebuttably be deemed to have been given to the other party and such other party shall be deemed to have been informed of the contents of the notice on the fifth business day (excluding Saturdays and Sundays) after posting.

25.6 Notwithstanding anything to the contrary herein contained, a written notice as communication actually received by one of the parties from the other shall be an adequate written notice as communication to such party notwithstanding that it was not sent to or delivered at that party's chosen *domicilium citandi et executandi*.

26. DEVELOPER'S INFORMATION

Contact person(s):

Telephone Number:

Fax Number:

Cell Phone Number:

E-mail address:

27. MISCELLANEOUS

27.1 This Agreement correctly reflects the intention of the parties and constitutes the entire agreement between the parties. No variation of, addition to, consensual cancellation or novation of this Agreement and no waiver by any one party of any of its rights hereunder shall be of any force or effect unless reduced to writing and signed by the parties or their authorised agents.

27.2 The parties undertake to do all things, sign all documents and take all steps as may be necessary, incidental or conducive to the implementation of the terms, conditions and import of this Agreement.

27.3 No latitude, extension of time or other indulgence which may be given or allowed by any one party to the other in respect of any payment provided for in this Agreement or the performance of any other obligation hereunder shall under any circumstances be considered to be an implied consent by any party or operate as a waiver or a novation of, or otherwise affect, any of such party's rights in terms of or arising

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from this Agreement, or estop such party from enforcing, at any time and without notice, strict and punctual compliance with each and every provision or term hereof.

27.4 As an alternative process and/or procedure, if available at the time when required and if the parties so agree, any other proceedings or body established in law or otherwise, for that purpose, may be utilised to resolve disputes.

28. WARRANTY OF AUTHORITY

28.1 The person signing this Agreement on behalf of the MLM expressly warrants his authority to do so.

28.2 The person signing this Agreement on behalf of DEVELOPER expressly warrants his authority to do so. The DEVELOPER will upon acceptance and signature of this Agreement, supply the authorization and resolution.

29. COSTS

Each party shall pay its own costs in respect of the drafting of this agreement and all consultations in regard thereto.

30. CANCELLATION

The first agreement is herewith cancelled and the parties will have no further claims against each other resulting from the first agreement or the cancellation thereof.

THUS DONE AND SIGNED at WELKOM on this _____ day of

2019 in the presence of the undersigned witnesses.

AS WITNESSES

1. _____

2. _____

for and on behalf of
MATJAHBENG LOCAL
MUNICIPALITY

THUS DONE AND SIGNED at WELKOM on this _____ day of

2019 in the presence of the undersigned witnesses.

AS WITNESSES

1. _____

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2. _____

for and on behalf of

- The excuses used that there are no staff, equipment or money for spares
- Poor quality of work being performed that has to be re-repaired again at great cost.
- The unavailability of spares and equipment to effect repairs.
- The non availability of staff to effect repairs timeously
- Irregular and minimum water and electricity readings per month
- No monthly accounts sent to residents
- Irregular or late collection of refuse removal

MOTION

I would like to propose the following motion for consideration by the Council:

1. That a monthly meeting is held between Ward Councillors and Senior Management to discuss problems experienced, and to find solutions to improve service delivery.
2. That service providers be paid on time so that spares i.e. pipes, clamps, valves, globes, tar etc. can be ordered and delivered to effect the necessary repairs.
3. That money is made available to stockup the workshops again to expedite service delivery queries and technical repairs.
4. That suitable trained staff be employed to improve service delivery.

Regards

H.C. van Schalkwyk
CLLR HCT VAN SCHALKWYK

VSCHALKWYK/MOTION5-2-2019/INA

