

KNYSNA LOCAL MUNICIPALITY

Notice is hereby given of a

FINANCE AND GOVERNANCE COMMITTEE MEETING

(CORPORATE SERVICES ITEMS)

which will be held on

Thursday, 7 May 2026

at

9:00

in the Council Chamber

to consider the following items

MUNICIPAL OFFICES
KNYSNA

DR R MARTIN
ACTING MUNICIPAL MANAGER

A G E N D A

Chairperson: Cllr K Andrews
Members: Cllr M Khumelwana
Cllr B Charlie
Cllr N Louw
Cllr S Campbell
Cllr S Sabbagh
Cllr L Tyokolo

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A G E N D A
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1. Opening and Welcome
2. Attendance (as per attendance register)
 - 2.1 Members: Present
 - 2.2 Members: Absent with Leave
 - 2.3 Members: Absent Without Leave
 - 2.4 Other Councillors Present
 - 2.5 Officials Present
 - 2.6 Members of the Audit Committee Present
 - 2.7 Members of the Public Present
3. Noting of the provisions of code of conduct for Councillors and code for ethical leadership as adopted by council
4. Presentation

None

5. **MINUTES OF THE PREVIOUS MEETING**

5.1 **FINANCE AND GOVERNANCE COMMITTEE MEETING : 5 MARCH 2026**

RECOMMENDED

That the minutes of the Finance and Governance Committee meeting held on 5 March 2026, be confirmed.

KNYSNA LOCAL MUNICIPALITY

MINUTES

of a meeting of the

**FINANCE AND GOVERNANCE COMMITTEE
MEETING
(CORPORATE SERVICES ITEMS)**

held in the Council Chamber

Thursday, 5 March 2026

at

09:04

1. Opening and Welcoming

At 9:04 the Chairperson welcomed Councillors and officials to the meeting.

2. Attendance of Members :

2.1 Members Present

Cllr K Andrews	Chairperson
Cllr S Campbell	
Cllr B Charlie (from 9:12)	
Cllr M Khumelwana	
Cllr N Louw	
Cllr S Sabbagh	
Cllr L Tyokolo	

2.2 Members Absent with leave

None

2.3 Members Absent without leave

None

2.4 Other Councillors Present

Cllr R Kakora

2.5 Officials Present

Dr R Martin	Acting Municipal Manager
Mr C Botha	Acting Director : Corporate Services
Ms A Dunywa	Director : Planning and Development
Ms L Plaatjies	Senior Manager : ICT
Mr J Kalani	Manager : Public Participation
Ms L Phillips	Manager : Human Resources
Ms M Botha	Legal Advisor and Acting Manager: Legal Services
Mr R Hardnick	Acting Head : Properties and Administrative Officer: Properties
Mr Nelo, S	Senior Clerk : Properties
Ms Lakay, J	Head : Council Committees and Cllr Support
Ms Xibiya, N	Senior Clerk : Council and Committees

2.6 Members of the Audit Committee Present

None

2.7 Members of the Public Present

The live meeting was streamed on YouTube.

3. NOTING OF THE PROVISIONS OF CODE OF CONDUCT FOR COUNCILLORS AND DECLARATION OF INTEREST

RESOLVED

[a] That the Code of Conduct for Councillors be noted; and

[b] That it be noted that no Cllr declared interest.

4. PRESENTATION

None

5. MINUTES OF THE PREVIOUS MEETING

5.1 **FINANCE AND GOVERNANCE COMMITTEE MEETING: 11 NOVEMBER 2025**

RESOLVED

That it be noted that the minutes of the Finance and Governance Committee meeting held on 11 November 2025, be adopted as a true reflection of the proceedings.

5.2 **CONTINUATION OF THE FINANCE AND GOVERNANCE COMMITTEE MEETING: 20 NOVEMBER 2025**

RESOLVED

That it be noted that the minutes of the Continuation of the Finance and Governance Committee meeting held on 20 November 2025, be adopted as a true reflection of the proceedings.

6 MATTERS ARISING FROM THE MINUTES

None

7. MATTERS SUBMITTED BY THE ACTING MUNICIPAL MANAGER

F&G01/03/26 PUBLIC PARTICIPATION MONTHLY REPORT : NOVEMBER & DECEMBER 2025 AND JANUARY 2026

UNANIMOUSLY RESOLVED

That the report of the Public Participation Unit for November & December 2025 and January 2026 as received from the Acting Director: Corporate Services be noted.

Delegation to Committee to resolve. (Delegation F.2.1)

File Number: 9/1/2/9
Execution: Acting Director: Corporate Services
Manager: Public Participation

F&G02/03/26 MONTHLY REPORT ON LEGAL MATTERS : QUARTER 2 REPORT 1 OCTOBER – 31 DECEMBER 2025

UNANIMOUSLY RESOLVED

- [a] That the Monthly Report on Legal Matters for the period 01 October 2025 – 31 December 2025, be noted;
- [b] That the administration be authorised to provide public legal papers, to Councillors and that the request be made through the office of the Speaker and the Municipal Manager.

Delegation to Committee to resolve. (Delegation F.2.1)

File Number: 9/1/2/9
Execution: Acting Director: Corporate Services

F&G03/03/26 ICT QUARTER 2 OF 2025/2026 REPORT

UNANIMOUSLY RESOLVED

That the ICT Quarter 2 of 2025/2026 Report, be noted.

File Number: 9/1/2/10
Execution: Manager: Information Technology
Acting Director: Corporate Services

F&G04/03/26 HUMAN RESOURCE QUARTERLY REPORT FOR THE MONTH OF NOVEMBER, DECEMBER 2025 AND JANUARY 2026

UNANIMOUSLY RESOLVED

That the report on the Human Resource Section of November, December 2025 and January 2026, be noted.

File Number: 9/1/2/8
Execution: Acting Director: Corporate Services

F&G05/03/26 REPORT OF THE ADMINISTRATIVE SERVICES SECTION (COUNCILLOR & COMMITTEES SUPPORT, RECORDS & ARCHIVES, AUXILIARY SERVICES AND CUSTOMER CARE : NOVEMBER 2025 TO JANUARY 2026

UNANIMOUSLY RESOLVED

That the Report of the Administrative Services Section (Councillor & Committees Support, Records & Archives, Auxiliary Services and Customer Relations Management: November 2025 to January 2026, be noted.

File Number: 9/1/2/9
Execution: Acting Director: Corporate Services

F&G06/03/26 RISK MANAGEMENT PROGRESS REPORT - QUARTER: OCTOBER - DECEMBER 2025

UNANIMOUSLY RESOLVED

- [a] That the Committee takes note and recommends to Council that the Risk Management is embedded in the Knysna Municipality;
- [b] That the Risk Management Progress Report for the Quarter September to December 2025, be resubmitted to the Mayoral Committee meeting scheduled for 17 March 2026, for further discussion.

File Number: 9/1/2/14
Execution: Chief Risk Officer

F&G07/03/26 COMPLIANCE MANAGEMENT PROGRESS REPORT: QUARTER 1: JULY-SEPTEMBER 2025 AND QUARTER 2: OCTOBER- DECEMBER 2025

UNANIMOUSLY RECOMMENDED

- [a] That the Compliance Management Progress Report for Quarter 1: July-September 2025 and Quarter 2: October- December 2025 of Knysna Municipality, be noted;
- [b] That the Compliance Management Progress Report for Quarter 1: July-September 2025 and Quarter 2: October- December 2025 of Knysna Municipality, be resubmitted to the Mayoral Committee Meeting scheduled for 17 March 2026, for further discussion.

File Number: 9/1/2/14
Execution: Acting Municipal Manager

F&G08/03/26 REPORT BACK ON APPLICATION TO EXTEND THE LEASE AGREEMENT OF VTC SUPPLIES AND SERVICES – ON A PORTION OF ERF 18842, KNYSNA, FECHTER STREET, INDUSTRIAL AREA (PREVIOUSLY, ERF 4561, KNYSNA)

UNANIMOUSLY RECOMMENDED

- [a] That the report and annexure's regarding the request for the renewal of the lease agreement between Knysna Municipality and VTC for the leasing of a portion of Erf 18842, Knysna, be noted;
- [b] That the advertising of the intended leasing of a portion of Erf 18842, Knysna to VTC Supplies & Services be noted
- [c] That it be noted that no comments or objections were received during the advertising period;
- [d] That in terms of Section 14(2)(a) of the Local Government: Municipal Finance Management Act, 2003, and on reasonable grounds, the Municipal Council confirms a portion of Erf 18842, Knysna is deemed not needed to provide the minimum level of basic Municipal Services;
- [e] That the Acting Municipal Manager be authorised to appoint a Registered Professional Valuer to determine the fair market value of a Portion of Erf 18842, Knysna, the cost should be for the applicant; and
- [f] That the Acting Municipal Manager be authorised to enter into a market related 3 years 9 months lease agreement with VTC Supplies & Services for a portion of Erf 18842, Knysna.

File Number 7/2/2/1

Execution: Acting Director: Corporate Service

F&G09/03/25 REPORT BACK ON APPLICATION TO PURCHASE A PORTION OF ERF 43, BUFFALO BAY ADJACENT TO ERF 8

UNANIMOUSLY RECOMMENDED

- [a] That the report and annexure's regarding the alienation of a portion Erf 43, Buffalo Bay, be noted;
- [b] That the advertising of the intended alienation of a portion of Erf 43, Buffalo Bay to the owner of Erf 8, Buffalo Bay be noted;
- [c] That it be noted that no comments or objections were received during the advertising period;
- [d] That in terms of Section 14(2)(a) of the Local Government: Municipal Finance Management Act, 2003, and on reasonable grounds, the Municipal Council confirms a portion of Erf 43, Buffalo Bay is deemed not needed to provide the minimum level of basic Municipal Services;

- [e] That the Municipal Manager be authorised to appoint a Registered Professional Valuer to determine the fair market value of a Portion of Erf 43, Buffalo Bay, the cost should be for the applicant; and
- [f] That the Acting Municipal Manager be authorised to enter into a market related sale agreement with the owner of Erf 8, Buffalo Bay for a portion of Erf 43, Knysna.

File Number: 7/2/1/2

Execution: Acting Director: Corporate Services

F&G10/03/26 REPORT BACK ON APPLICATION TO LEASE PORTIONS OF ERVEN 2714 & 2731, KNYSNA – BOSUN'S ARMS

UNANIMOUSLY RECOMMENDED

- [a] That the report and annexure's regarding the application for a lease agreement between Knysna Municipality and Bosun's Arms for the leasing of portions of erven 2714 & 2731, Knysna, be noted;
- [b] That the advertising of the intended leasing of portions of erven 2714 & 2731, Knysna to Bosun's Arms be noted;
- [c] That it be noted that no comments or objections were received during the advertising period;
- [d] That in terms of Section 14(2)(a) of the Local Government: Municipal Finance Management Act, 2003, and on reasonable grounds, the Municipal Council confirms a portions of erven 2714 & 2731, Knysna is deemed not needed to provide the minimum level of basic Municipal Services;
- [e] That the Acting Municipal Manager be authorised to appoint a Registered Professional Valuer to determine the fair market value of the portion of erven 2714 & 2731, Knysna, the cost should be for the applicant; and
- [f] That the Acting Municipal Manager be authorised to enter into a market related 6 years lease agreement with Bosun's Arms for a portion of erven 2714 & 2731, Knysna with 6% annual escalation and an option to renew for further 3 years.

File Number: 7/2/2/1

Execution: Acting Director: Corporate Service

F&G11/03/26 REPORT BACK ON APPLICATION TO LEASE A PORTION OF ERF 20683, KNYSNA

UNANIMOUSLY RECOMMENDED

- [a] That the report and annexure's regarding the application for a lease agreement between Knysna Municipality and Swiftnet (Pty) Ltd for the leasing of a portion of Erf 20683, Knysna, be noted;

- [b] That the advertising of the intended leasing of a portion of Erf 20683, Knysna to Swiftnet Pty Ltd be noted;
- [c] That it be noted that no comments or objections were received during the advertising period;
- [d] That in terms of Section 14(2)(a) of the Local Government: Municipal Finance Management Act, 2003, and on reasonable grounds, the Municipal Council confirms a portion of Erf 18842, Knysna is deemed not needed to provide the minimum level of basic Municipal Services;
- [e] That the Acting Municipal Manager be authorised to appoint a Registered Professional Valuer to determine the fair market value of a Portion of Erf 20683, Knysna, the cost should be for the applicant; and
- [f] That the Acting Municipal Manager be authorised to enter into a market related 9 years 11 months lease agreement with Swiftnet Pty Ltd for a portion of Erf 20683, Knysna.

File Number: 7/2/2/1

Execution: Acting Director: Corporate Services

F&G12/03/26 REPORT BACK ON APPLICATION TO LEASE A PORTION OF THE REMAINDER OF ERF 203, KNYSNA (152 OLD CAPE ROAD – MUSE FUSION FOOD)

UNANIMOUSLY RECOMMENDED

- [a] That the report and annexure's regarding the application for a lease agreement between Knysna Municipality and Muse Fusion Food for the leasing of a portion of the remainder of Erf 203, Knysna, be noted;
- [b] That the advertising of the intended leasing of a portion of the remainder of Erf 203, Knysna to Muse Fusion Food be noted;
- [c] That it be noted that no comments or objections were received during the advertising period;
- [d] That in terms of Section 14(2)(a) of the Local Government: Municipal Finance Management Act, 2003, and on reasonable grounds, the Municipal Council confirms a portion of the remainder of Erf 203, Knysna is deemed not needed to provide the minimum level of basic Municipal Services;
- [e] That the Acting Municipal Manager be authorised to appoint a Registered Professional Valuer to determine the fair market value of a portion of the remainder Erf 203, Knysna, the cost should be for the applicant; and
- [f] That the Acting Municipal Manager be authorised to enter into a market related 10 years lease agreement with 6% annual escalation with Muse Fusion Food for a portion of the remainder of Erf 203, Knysna with the following conditions;

- i. That the municipality be allowed access to the property as and when required
- ii. That the proposed parking bays comply with all applicable by-laws

File Number: 7/2/2/1

Execution: Acting Director: Corporate Service

F&G13/03/26 REPORT BACK ON APPLICATION TO PURCHASE A PORTION OF ERF 7991, KNYSNA ADJACENT TO ERF 8021, KNYSNA (29 BEGONIA AVENUE)

UNANIMOUSLY RECOMMENDED

- [a] That the report and annexure's regarding the alienation of a portion Erf 7991, Knysna, adjacent to Erf 8021, Knysna, be noted;
- [b] That the advertising of the intended alienation of a portion of Erf 7991, Knysna to the owner of Erf 8021, Knysna be noted
- [c] That it be noted that no comments or objections were received during the advertising period;
- [d] That in terms of Section 14(2)(a) of the Local Government: Municipal Finance Management Act, 2003, and on reasonable grounds, the Municipal Council confirms a portion of Erf 7991, Knysna is deemed not needed to provide the minimum level of basic Municipal Services;
- [e] That the Acting Municipal Manager be authorised to appoint a Registered Professional Valuer to determine the fair market value of a Portion of Erf 7991, Knysna, the cost should be for the applicant; and
- [f] That the Acting Municipal Manager be authorised to enter into a market related sale agreement with the owner of Erf 8021, Knysna for a portion of Erf 7991, Knysna.

File Number: 7/2/1/2

Execution: Director: Corporate Services

F&G14/03/26 REPORT BACK ON APPLICATION TO PURCHASE ERF 4968, KNYSNA ADJACENT TO ERVEN 150 & 151, KNYSNA (23 LOERIE STREET)

UNANIMOUSLY RECOMMENDED

- [a] That the report and annexure's regarding the alienation of Erf 4968, Knysna adjacent to erven 150, 151, remainder of 152 & 18264, Knysna, be noted;
- [b] That the advertising of the intended alienation of Erf 4968, Knysna adjacent to erven 150, 151 remainder of 152 & 18264, Knysna be noted

- [c] That it be noted that no comments or objections were received during the advertising period;
- [d] That in terms of Section 14(2)(a) of the Local Government: Municipal Finance Management Act, 2003, and on reasonable grounds, the Municipal Council confirms Erf 4968, Knysna is deemed not needed to provide the minimum level of basic Municipal Services;
- [e] That the Acting Municipal Manager be authorised to appoint a Registered Professional Valuer to determine the fair market value of Erf 4968, Knysna, the cost should be for the applicant; and
- [f] That the Acting Municipal Manager be authorised to enter into a market related sale agreement with the owners of erven 150 & 151, Knysna for a portion of Erf 4968, Knysna.

File Number: 7/2/1/2

Execution: Acting Director: Corporate Services
Acting Head: Properties

F&G15/03/26 REPORT BACK ON NEW CHURCH APPLICATIONS – FOR PORTIONS OF THE REMAINDER OF ERF 214 & 255, KNYSNA

UNANIMOUSLY RESOLVED

That the report and annexure's regarding the applications from Beteli Apostolic Zion Church and Enlightened Christian Gathering Church, be withdrawn.

F&G16/03/26 REVIEWING OF MANAGEMENT OF IMMOVABLE PROPERTY POLICY

UNANIMOUSLY RECOMMENDED

- [a] That the reviewed Management of Immovable Property Policy, be noted; and
- [b] That the attached reviewed Management of Immovable Property Policy be approved by Council.

File Number: 7/2/1/P

Execution: Acting Director: Corporate Services

8. Closure

The Chairperson thanked everybody present for their contribution and the meeting terminated at 11:39.

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Chairperson : Cllr K Andrews

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Date

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6. **EXECUTION LIST**

<u>ITEMS SUBMITTED TO THE FINANCE & GOVERNANCE COMMITTEE MEETING HELD ON 05 MARCH 2026 (CORPORATE ITEMS)</u>			
<u>F&G07/03/26 COMPLIANCE MANAGEMENT PROGRESS REPORT: QUARTER 1: JULY- SEPTEMBER 2025 AND QUARTER 2: OCTOBER- DECEMBER 2025</u>			
RESOLUTION TO BE ACTIONED	OFFICIAL(S)	STATUS OF EXECUTION	DUE DATE
<u>UNANIMOUSLY RESOLVED</u> [a] That the Compliance Management Progress Report for Quarter 1: July- September 2025 and Quarter 2: October- December 2025 of Knysna Municipality, be noted; and [b] That the Compliance Management Progress Report for Quarter 1: July- September 2025 and Quarter 2: October- December 2025 of Knysna Municipality, be resubmitted to the Mayoral Committee Meeting scheduled for 17 March 2026, for further discussion.	Acting Municipal Manager		
<u>F&G08/03/26 REPORT BACK ON APPLICATION TO EXTEND THE LEASE AGREEMENT OF VTC SUPPLIES AND SERVICES – ON A PORTION OF ERF 18842, KNYSNA, FECHTER STREET, INDUSTRIAL AREA (PREVIOUSLY, ERF 4561, KNYSNA)</u>			
RESOLUTION TO BE ACTIONED	OFFICIAL(S)	STATUS OF EXECUTION	DUE DATE
<u>UNANIMOUSLY RESOLVED</u> [a] That the report and annexure's regarding the request for the renewal of the lease agreement	Director: Corporate Services		

FINANCE AND GOVERNANCE COMMITTEE MEETING (CORPORATE SERVICES)

AGENDA

7 MAY 2026

between Knysna Municipality and VTC for the leasing of a portion of Erf 18842, Knysna, be noted; [b] That the advertising of the intended leasing of a portion of Erf 18842, Knysna to VTC Supplies & Services, be noted; [c] That it be noted that no comments or objections were received during the advertising period; [d] That in terms of Section 14(2)(a) of the Local Government: Municipal Finance Management Act, 2003, and on reasonable grounds, the Municipal Council confirms a portion of Erf 18842, Knysna is deemed not needed to provide the minimum level of basic Municipal Services; [e] That the Acting Municipal Manager be authorised to appoint a Registered Professional Valuer to determine the fair market value of a Portion of Erf 18842, Knysna, the cost should be for the applicant; and [f] That the Acting Municipal Manager be authorised to enter into a market related 3 years 9 months lease agreement with VTC Supplies & Services for a portion of Erf 18842, Knysna.		The draft lease agreement was routed for signature by the Acting Municipal Manager.	30/04/2026
F&G09/03/26 <u>REPORT BACK ON APPLICATION TO PURCHASE A PORTION OF ERF 43, BUFFALO BAY ADJACENT TO ERF 8</u>			
RESOLUTION TO BE ACTIONED	OFFICIAL(S)	STATUS OF EXECUTION	DUE DATE
<u>UNANIMOUSLY RESOLVED</u>			

FINANCE AND GOVERNANCE COMMITTEE MEETING (CORPORATE SERVICES)

AGENDA

7 MAY 2026

2.	That the report and annexure's regarding the alienation of a portion Erf 43, Buffalo Bay, be noted;	Director: Corporate Services	The draft sale agreement was routed for signature. An amended valuation report has been requested, and we are awaiting feedback from the valuer.	30/04/2026
3.	That the advertising of the intended alienation of a portion of Erf 43, Buffalo Bay to the owner of Erf 8, Buffalo Bay be noted;			
4.	That it be noted that no comments or objections were received during the advertising period;			
5.	That in terms of Section 14(2)(a) of the Local Government: Municipal Finance Management Act, 2003, and on reasonable grounds, the Municipal Council confirms a portion of Erf 43, Buffalo Bay is deemed not needed to provide the minimum level of basic Municipal Services;			
6.	That the Municipal Manager be authorised to appoint a Registered Professional Valuer to determine the fair market value of a Portion of Erf 43, Buffalo Bay, the cost should be for the applicant; and			
7.	That the Acting Municipal Manager be authorised to enter into a market related sale agreement with the owner of Erf 8, Buffalo Bay for a portion of Erf 43, Knysna.			
F&G10/03/26 <u>REPORT BACK ON APPLICATION TO LEASE PORTIONS OF ERVEN 2714 & 2731, KNYSNA – BOSUN'S ARMS</u>				
RESOLUTION TO BE ACTIONED		OFFICIAL(S)	STATUS OF EXECUTION	DUE DATE
<u>UNANIMOUSLY RESOLVED</u>				

[a]	That the report and annexure's regarding the application for a lease agreement between Knysna Municipality and Muse Fusion Food for the leasing of a portion of the remainder of Erf 203, Knysna, be noted;	Director: Corporate Services	The lease agreement is currently being drafted.	30/04/2026
[b]	That the advertising of the intended leasing of a portion of the remainder of Erf 203, Knysna to Muse Fusion Food be noted;			
[c]	That it be noted that no comments or objections were received during the advertising period;			
[d]	That in terms of Section 14(2)(a) of the Local Government: Municipal Finance Management Act, 2003, and on reasonable grounds, the Municipal Council confirms a portion of the remainder of Erf 203, Knysna is deemed not needed to provide the minimum level of basic Municipal Services;			
[e]	That the Acting Municipal Manager be authorised to appoint a Registered Professional Valuer to determine the fair market value of a portion of the remainder Erf 203, Knysna, the cost should be for the applicant; and			
[f]	That the Acting Municipal Manager be authorised to enter into a market related 10 years lease agreement with 6% annual escalation with Muse Fusion Food for a portion of the remainder of Erf 203, Knysna with the following conditions; iii. That the municipality be allowed access to the property as and when required			

iv. That the proposed parking bays comply with all applicable by-laws			
F&G13/03/26 <u>REPORT BACK ON APPLICATION TO PURCHASE A PORTION OF ERF 7991, KNYSNA ADJACENT TO ERF 8021, KNYSNA (29 BEGONIA AVENUE)</u>			
RESOLUTION TO BE ACTIONED	OFFICIAL(S)	STATUS OF EXECUTION	DUE DATE
<u>UNANIMOUSLY RESOLVED</u> [a] That the report and annexure's regarding the alienation of a portion Erf 7991, Knysna, adjacent to Erf 8021, Knysna, be noted; [b] That the advertising of the intended alienation of a portion of Erf 7991, Knysna to the owner of Erf 8021, Knysna be noted [c] That it be noted that no comments or objections were received during the advertising period; [d] That in terms of Section 14(2)(a) of the Local Government: Municipal Finance Management Act, 2003, and on reasonable grounds, the Municipal Council confirms a portion of Erf 7991, Knysna is deemed not needed to provide the minimum level of basic Municipal Services; [e] That the Acting Municipal Manager be authorised to appoint a Registered Professional Valuer to determine the fair market value of a Portion of Erf 7991, Knysna, the cost should be for the applicant; and	Director: Corporate Services	The sale agreement is currently being drafted.	30/04/2026

[f] That the Acting Municipal Manager be authorised to enter into a market related sale agreement with the owner of Erf 8021, Knysna for a portion of Erf 7991, Knysna.			
F&G14/03/26 REPORT BACK ON APPLICATION TO PURCHASE ERF 4968, KNYSNA ADJACENT TO ERVEN 150 & 151, KNYSNA (23 LOERIE STREET)			
RESOLUTION TO BE ACTIONED	OFFICIAL(S)	STATUS OF EXECUTION	DUE DATE
<u>UNANIMOUSLY RESOLVED</u> [f] That the report and annexure's regarding the alienation of Erf 4968, Knysna adjacent to erven 150, 151, remainder of 152 & 18264, Knysna, be noted; [g] That the advertising of the intended alienation of Erf 4968, Knysna adjacent to erven 150, 151 remainder of 152 & 18264, Knysna be noted; [h] That it be noted that no comments or objections were received during the advertising period; [i] That in terms of Section 14(2)(a) of the Local Government: Municipal Finance Management Act, 2003, and on reasonable grounds, the Municipal Council confirms Erf 4968, Knysna is deemed not needed to provide the minimum level of basic Municipal Services; [j] That the Acting Municipal Manager be authorised to appoint a Registered Professional Valuer to determine the fair market value of Erf 4968, Knysna, the cost should be for the applicant; and	Director: Corporate Services Acting Head: Properties	The sale agreement is currently being drafted.	30/04/2026

FINANCE AND GOVERNANCE COMMITTEE MEETING (CORPORATE SERVICES)

AGENDA

7 MAY 2026

[f] That the Acting Municipal Manager be authorised to enter into a market related sale agreement with the owners of erven 150 & 151, Knysna for a portion of Erf 4968, Knysna			
F&G16/03/26 <u>REVIEWING OF MANAGEMENT OF IMMOVABLE PROPERTY POLICY</u>			
RESOLUTION TO BE ACTIONED	OFFICIAL(S)	STATUS OF EXECUTION	DUE DATE
<u>UNANIMOUSLY RESOLVED</u> [a] That the reviewed Management of Immovable Property Policy, be noted; and [b] That the attached reviewed Management of Immovable Property Policy be approved by Council.	Director: Corporate Services	Noted. The policy will be implemented with effect from 1 April 2026.	

7. **MATTERS SUBMITTED BY THE ACTING MUNICIPAL MANAGER**

CORPORATE SERVICES MONTHLY REPORTS

7.1

F&G01/05/26 PUBLIC PARTICIPATION QUARTERLY REPORT FEBRUARY & MARCH 2026

REPORT FORM THE DIRECTOR CORPORATE SERVICES:

To inform Knysna Municipal Council of the Public Participation Unit's activities that took place in the Greater Knysna Municipal area for February and March 2026.

BACKGROUND

Attached, as an annexure is a copy of the Public Participation Unit report for February and March 2026, received from the Director: Corporate Services [Public Participation].

FINANCIAL IMPLICATIONS

Budget for

RELEVANT LEGISLATION

- Municipal Systems Act,
- Municipal Structures Act,
- Knysna Municipality Community Participation Policy,
- Knysna Municipality Ward Committee Constitution,
- Knysna Municipality Events Bylaw

RECOMMENDATION OF THE ACTING MUNICIPAL MANAGER

That the report of the Public Participation Unit for February and March 2026 as received from the Director: Corporate Services be noted.

Delegation to Committee to resolve. (Delegation F.2.1)

APPENDIX

1. Quarterly report on Public Participation Unit
2. Quarterly Report on the Community Work Project
3. Minutes of Ward Committee Meetings (January – March 2026)

File Number: 9/1/2/9
Execution: Director: Corporate Services
Manager: Public Participation

PUBLIC PARTICIPATION UNIT

Monthly Report
FEBRUARY & MARCH 2026
Quarter 3

1 INTRODUCTION

This report serves to provide an overview of the activities and actions of the Public Participation Section for February & March 2026. The report focusses on the key areas of operation namely: CORPORATE SERVICES: PUBLIC PARTICIPATION

2 COMPLIANCE REPORT

2.1 Performance Management

Ref	KPI Name	Target		Quarter 3			Overall Performance		Status Comment
		Annual	Quarterly	MONTH 1	MONTH 2	MONTH 3	Target	Achieved	
	Submit Quarterly Ward Committee Functionality Reports to Provincial Department of Local Government.		•			•	4	1	
	Submit Quarterly Reports on the Community Work Programme to Council.		•			•	4	1	
	Submit Quarterly Reports on the Community Development Workers to Council.		•			•	4	1	
	Prepare and communicate quarterly meeting schedule to Ward Councillors and Ward Committees		•			•	4	1	Schedule of Ward Committee & Public Report Back meetings was circulated to all Councillors
	Review Public Participation Policy	•				•	1	1	Item is with the Speaker for consideration and tabling

2.2 Strategic Risk Management

Risk Title	Ref	Action Plan/s	Status
Non-compliance with the legislation.	D39	Meeting schedule to be communicated quarterly and reminders sent 7 days before the meeting date.	

3 FINANCIAL REPORT

3.1 Capital Budget Spending

Description	MSCOA / Vote Ref	Allocation	YTD Spent	Balance	Status Comment
N/A	N/A	N/A	N/A	N/A	N/A

3.2 Operating Budget Spending [2025/2026]

Description	MSCOA / Vote Ref	Allocation	YTD Spent	Balance	Percentage Spent
Grant - WCPA	32-42-50-30-77-26	40 000	19 584.79	20 415.21	49%
Reporting to Public	32-42-50-18-74-51	170 000	138 710.41	31 289.59	82%
Ward Committee/ Council Support	32-42-50-18-75-13	878 700	406 526.02	472 173.98	46%

4 FUNCTIONAL REPORT

4.1 Area A – LOUDHAILING

FEBRUARY 2026

WARD	DATE	REASON
8	02 February 2026	Electricity Interruption
3	01 February 2026	Public Meeting
7	04 February 2026	Water Awareness
3	09 February 2026	Water Awareness
1	16 February 2026	Public Meeting
1	16 February 2026	Home Affairs
3	17 February 2026	Initiation School Meeting
2	19 February 2026	Home Affairs
3,6,7&11	22 February 2026	Human settlement Data Base verification
4	23 February 2026	Initiation school meeting
7 Bongani	25 February 2026	Initiation School Meeting

MARCH 2026

WARD	DATE	REASON
2	04 March 2026	Home Affairs
5	05 March 2026	Home Affairs
1	09 March 2026	Home Affairs
4 and 8	15 March 2026	Electricity tariff increase

3 and 7	16 March 2026	Electricity tariff increase
6 and 11	17 March 2026	Electricity tariff increase
1 and 2	18 March 2026	Electricity tariff increase

4.2 Area B: WARD COMMITTEES

Activity:

As per Knysna Municipality Ward Committee Policy. Minutes handled as per Standard Operational Procedure suggested in the Knysna Municipality Ward Committee Policy

FEBRUARY 2026

None

MARCH 2026

Formal Ward Committee meetings

WARD	COUNCILLOR	DATE	VENUE	TIME
10	Peter Bester	09 March 2026	Council Chambers	18:00
2	Cleone Vanston	12 March 2026	Sedgefield Council Chambers	16:00
1	Levael Davis	12 March 2026	Smutsville Library	18:00
6	Kay Andrews	17 March 2026	Council Chambers	18:00
11	Russel Arends	17 March 2026	Council Chambers	18:00

Training / Workshops/ Forum meetings attended by Ward Committee Representatives:

WARD	ENGAGEMENT TYPE	DATE	VENUE	TIME
1, 2, 3, 4, 11	Local Reference Committee Meeting (CWP)	12 March 2026	Council Chambers	10:00

Formal Ward Committee meetings not held under the quarter of review: Jan – March 2026

WARD	COUNCILLOR	MEETING DATE	REASON
3	Lukhanyi Nohana	24 March 2026	Cllr requested postponement
4	Phindile Petros	31 March 2026	No quorum on meeting date
5	Hilton Stroebe	26 March 2026	Cllr off sick on meeting date
7	Mboneli Khumelwana	31 March 2026	No quorum on meeting date
8	Aubrey Tsengwa	24 March 2026	Cllr requested postponement

9	Sharon Sabbagh	09 March 2026	No quorum on meeting date
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4.3 Area C: PUBLIC / REPORT BACK/ STAKEHOLDER/BLOCK/AREA MEETINGS

As per Knysna Municipality Public Participation Policy. Minutes handled as per Standard Operational Procedure suggested in the Knysna Municipality Public Participation Policy

FEBRUARY 2026

WARD/ORGANISATION	DATE	VENUE	ATTENDANCE REGISTER	MUNITES
Public report back meeting: Ward 3	03/02/2026	Chris Hani Hall	Yes	Yes
Public report back meeting: Ward 2	12/02/2026	Sedgefield Town Hall	Yes	Yes
Block public meeting: Ward 6	15/02/2026	Open Space	Yes	No
Public report back meeting: Ward 1	17/02/2026	Smutsville Community Hall	Yes	No
Water and sanitation forum meeting	18/02/2026	Council Chambers	Yes	No

MARCH 2026

WARD/ORGANISATION	DATE	VENUE	ATTENDANCE REGISTER	MINUTES
2026/2027 electricity tariff increase	16/03/2026	Chris Nissen Primary school Ward 4, 8	Yes	Minutes are with the Budget Office
2026/2027 electricity tariff increase	17/03/2026	Khayaletu Community Hall Ward 3, 7	Yes	
2026/2027 electricity tariff increase	18/03/2026	Hornlee Community Hall Ward 6, 11	Yes	
2026/2027 electricity tariff increase	18/03/2026	Council Chambers Ward 9, 10	Yes	
Public report back meeting	24/03/2026	Lower Pezula (informal settlement)	Yes	Yes
Knysna Business Chambers & KM	24/03/2026	Council Chambers	Yes	Yes

4.4 Area D: EVENTS AND FESTIVALS

Ensuring that all events fall within the Municipal Bylaws and Disaster Management and Safety Plans

CONSIDERATION OF APPLICATION FOR HIGH RISK EVENTS AND FESTIVALS

FEBRUARY 2026

None

MARCH 2026

None

CONSIDERATION OF APPLICATION FOR LOW RISK EVENTS AND FESTIVALS

FEBRUARY 2026

None

MARCH 2026

NAME OF EVENT	DATE OF EVENT	EVENT LOCATION	NUMBER OF ATTENDEES	DATE OF APPROVAL
Knysna African Arts festival 2026	21 March 2026	Loerie Park	Participants 158 Spectators 1000	06 March 2026
St Patricks Music Festival	14 March 2026	Sedgefield Lions	Participants 20 Spectators 100	06 March 2026
Mayoral Rugby Tournament	28 March 2026	Safe hub and Hornlee Sports field	Participants 330 Spectators 100	06 March 2026
Barefoot Buffalo	13-15 March 2026	Buffalo Caravanpark	Participants 50 Spectators' 200	13 March 2026
Knysna Heads Marathon	21-22 March 2026	Thesen Island Jetty Parking	Participants 3000 Spectators 0	

4.5 Area E: COMMUNITY DEVELOPMENT WORKERS

As per the MOU that the Western Cape Provincial Government signed with the Knysna Municipal Council

FEBRUARY 2026

WARD/ AREA	VENUE	ACTIVITIES	DATE	SPHERE OF GOVERNMENT
NOMVULA FLEPISI				
8	Housing Office	Phoned and mobilized people to attend pre-SOPA and SOPA	2 February 2026	Provincial
8	Housing Office	Continue and organised people	3 February 2026	Provincial
8	Housing Office	Assisted walk in clients with general complaints like blocked drains, no electricity , no water etc)	4 February 2026	Local
8	Housing Office	Admin work and Municipality Report writing	6 February 2026	Local
8	Housing Office	Assisted walk in people	9 February 2026	Local
8	Housing Office	Phoned the household food garden beneficiaries	10 February 2026	Local
8	Housing Office	Assisted the client with the filling of divorce forms	11 February 2026	Local
3,4,7,8	Northern Areas	Delivered Food Garden Tools and Materials to beneficiaries	12 February 2026	Local
	George	Home Affairs Stakeholders Engagement: LRB Interview training	13 February 2026	Provincial
8	Housing Office	CDW Admin prepared presentation for the staff meeting	16 February 2026	Provincial
	Mossel Bay	CDWP Staff Meeting	17 February 2026	Provincial
	Mossel Bay	CDWP Staff Meeting	18 February 2026	Provincial
3,4,7,8	Northern Areas	Assisted with mobilization and loudhailing for Minister's visit	19 February 2026	National
	Bitou/ Kwa-Nokuthula Sport field	Attended Social Development Minister's Visit	20 February 2026	Local
6	Hornlee Civic	NPO Compliance Training	23 February 2026	Local
6,3	Hornlee Civic Chris Hani Hall	NPO Compliance Training EPWP Infra Structure Training workshop	24 February 2026	Provincial
10	PP unit	Planning Meeting	25 February 2026	Local
8	Housing Office	Wrote weekly Plan and submitted	26 February 2026	Provincial
8	Housing Office	Assisted walk in clients	27 February 2026	Local

COMMUNITY DEVELOPMENT WORKER (CDW) MONTHLY REPORT Devoline Koopman

Reporting Period: 01 – 28 February 2026

Area: Greater Knysna / Bitou / Mossel Bay

Date	Activities	Spheres of Government	Outcomes
01–08 Feb 2026	Office-based administration, reporting, and routine CDW duties.	Local	Effective administration and service delivery coordination.
Monday, 09 Feb 2026	Support PPU with distribution of water awareness pamphlets at various ECD centres within Greater Knysna.	Local	Increased awareness on water conservation among community members and ECD centres.
Tuesday, 10 Feb 2026	Sent follow-up reminders for State of the Province (SOPA) Educational Workshops. Assisted clients with applications, referrals, and funding guidance.	Provincial & Local	Improved workshop attendance readiness and client support services.
Wednesday, 11 Feb 2026	Submitted list of non-compliant NPOs to DSD. Assisted client with NPC registration. Follow-up admin and referrals.	Provincial & National	Strengthened NPO compliance and client service delivery.
Thursday, 12 Feb 2026	Attended PPU staff meeting. Followed up on programme launch support with Provincial and Regional Offices.	Provincial & Local	Improved coordination and programme alignment.
Friday, 13 Feb 2026	Assisted clients with business support, CV writing, and job-seeking guidance.	Local	Enhanced employability and access to business support services.
Tuesday, 17 Feb 2026	Travel from Knysna to Mossel Bay for Regional CDW preparation engagements.	Provincial	Strengthened regional coordination and planning.
Wednesday, 18 Feb 2026	Attended first Regional CDW Staff Meeting for 2026 in Mossel Bay.	Provincial	Alignment on programme priorities and planning for 2026.
Thursday, 19 Feb 2026	Planning meeting at PPU Office for SANDF Outreach Programme. Coordination of roles and logistics. Communication with outreach champion (Mr Mark Stevens).	Local & National	Finalised outreach planning and stakeholder coordination.
Friday, 20 Feb 2026	Community mobilisation and pamphlet distribution on water awareness. Compiled programme needs list for Barrington and Brackenhill Primary Schools.	Local	Improved community awareness and identification of school support needs.
Friday, 20 Feb 2026	Attended ICROP outreach programme at KwaNokuthula Sports Field (Bitou Municipality). Set up CDW information table and assisted with food parcel distribution.	National, Provincial & Local	Increased community access to services and awareness of CDW support.
Monday, 23 Feb 2026	Day 1: NPO Compliance Training at Hornlee Civic Centre in partnership with NDA, DSD, and Knysna Municipality.	National, Provincial & Local	Improved compliance knowledge and intergovernmental collaboration.

Tuesday, 24 Feb 2026	Day 2: Continuation of NPO Compliance Training.	National, Provincial & Local	Strengthened governance and compliance among NPOs.
Wednesday, 25 Feb 2026	Planning and coordination for outreach (hall bookings, meetings, preparation). Youth support for SANDF applications.	Local & National	Outreach logistics finalised and youth supported.
Thursday, 26 Feb 2026	Circulated opportunities from the Provincial Department of Infrastructure: EPWP Work-Based Programme for Knysna. Information shared with community members and relevant stakeholders.	Provincial & Local	Increased awareness and access to EPWP work-based opportunities.
Friday, 27 Feb 2026	Booked community halls for the upcoming SANDF youth outreach programme and confirmed logistical arrangements.	Local & National	Venues secured and outreach readiness improved.

• 3. KEY ACHIEVEMENTS

- Successful coordination and implementation of NPO Compliance Training.
- Strengthened collaboration between National, Provincial, and Local government stakeholders.
- Effective youth support and facilitation of SANDF applications.
- Increased community awareness through outreach and mobilisation programmes.
- Active participation in ICROP programme, enhancing service delivery access.

• 4. CHALLENGES

- High demand for services with limited resources.
- Logistical constraints during outreach planning.

• 5. RECOMMENDATIONS

- Strengthen stakeholder communication and response times.
- Increase resource allocation for outreach programmes.
- Continue capacity-building initiatives for NPOs and youth.

• 6. CONCLUSION

The month of February 2026 was productive, with significant progress in community engagement, youth development, and intergovernmental collaboration. Continued efforts are required to sustain and build on these achievements.

MARCH 2026

Ward/ Area	Venue	Activities	Date	Sphere of Government
NOMVULA FLEPISI				
8	Housing Office	Report Writing	2 March 2026	Provincial
8	Housing Office	Did logistic arrangement for outreach programmes, loudhailing, postering and printing of application forms	3 March 2026	Provincial

5	Rheenendal Hall	Info session for youth and assisted them with filling of jobs application forms	4 March 2026	Provincial
6	Hornlee Civic	Info session for youth and assisted them with filling of jobs application forms	5 March 2026	Provincial
8	Housing Office	Admin work and Municipality Report writing	6 March 2026	Provincial
2	Karatara Hall Sedgefield Sizamile Hall	Info session for youth and assisted them with filling of jobs application forms	9 March 2026	Provincial
3	Khayaletu Hall	Info session for youth and assisted them with filling of jobs application forms	10 March 2026	Provincial
8	Masifunde Hall	Info session for youth and assisted them with filling of jobs application forms	11 March 2026	Provincial
10	Council chambers	LRC Meeting	12 March 2026	Provincial
8	Housing Office	Admin Work and wrote Weekly plan	13 March 2026	Provincial
8	Housing Office	Wrote Public Service Re-orientation test	16 February 2026	Provincial
8	Housing Office	Assisted walk-in clients with social issues	17 March 2026	Local
8	Housing Office	Assisted walk-in clients with social issues	18 March 2026	Local
8	Housing Office	Assisted walk-in clients with social issues	19 March 2026	Local
8	Housing Office	Admin Work and wrote weekly plan	20 March 2026	Provincial
8	Housing Office	Admin Work, wrote weekly Plan and submitted	31 March 2026	Provincial

COMMUNITY DEVELOPMENT WORKER (CDW) MONTHLY REPORT

Name: Devoline Koopman

Reporting Period: 01 – 31 March 2026

Area: Greater Knysna Municipality

1. INTRODUCTION

This report provides a comprehensive overview of Community Development Worker (CDW) activities undertaken during March 2026 within the Greater Knysna area. The month was primarily focused on youth development, employment access interventions, SANDF recruitment support, EPWP Work-Based Programme facilitation (Department of Infrastructure), NPO support, and intergovernmental coordination.

A key feature of the month was the intensive community-based outreach programme implemented across multiple wards, where CDWs actively went into communities using digital tools such as laptops and mobile phones to provide hands-on assistance to unemployed youth.

2. KEY PROGRAMME: SANDF & EPWP YOUTH OUTREACH (STARTING 04 MARCH 2026)

The SANDF and EPWP Work-Based Programme outreach initiative officially commenced on 04 March 2026, following preparatory engagements earlier in the week. The programme was implemented across 9 wards in Greater Knysna, focusing on removing barriers that prevent unemployed youth from accessing opportunities.

The intervention was driven by CDWs who physically entered communities with application tools, including laptops, smartphones, printed forms, and supporting documentation materials. The approach ensured that youth were not only informed but practically assisted in real time.

2.1 Implementation Approach

The CDWs provided step-by-step guidance to youth on:

- Registering on the SAYouth.mobi platform
- Resetting and managing login credentials and passwords
- Completing EPWP Work-Based Programme applications (Department of Infrastructure – Provincial Government)
- Completing SANDF application forms correctly
- Uploading documents and verifying requirements

Continuous communication was maintained with SAYouth support structures and relevant departmental stakeholders to ensure accurate and updated information was provided to beneficiaries.

2.2 Stakeholder Collaboration

The outreach programme was implemented in collaboration with:

- South African Police Service (SAPS) – document certification support
- Department of Social Development (DSD)
- Knysna Municipality communication structures
- Community volunteers and ward committees
- Recruitment and skills development stakeholders

3. WEEKLY ACTIVITIES AND IMPLEMENTATION

Date	Activity	Sphere of Government	Outcome
04 Mar 2026	SANDF & EPWP Outreach – Rheenendal Community Hall	National / Provincial / Local / SAPS	Youth successfully assisted with applications and digital registration support
05 Mar 2026	SANDF & EPWP Outreach – Hornlee Community Hall	National / Provincial / Local / SAPS	High youth turnout; document certification and application completion achieved
06 Mar 2026	Consolidation of applications and reporting	National / Provincial / Local	Applications verified and prepared for submission
09 Mar 2026	Outreach – Karatara & Smutsville Community Halls	National / Provincial / Local	Expanded access to youth in rural areas; increased participation
10 Mar 2026	Outreach – Khayaletu Community Hall	National / Provincial / Local	Youth assisted with applications and career guidance
11 Mar 2026	Outreach – Masifundi Library	National / Provincial / Local	Increased awareness of EPWP and SANDF opportunities
12 Mar 2026	Meeting with DSD and NDA	National / Provincial	Strengthened coordination of social development programmes
13 Mar 2026	Administrative duties and planning	Internal	Programme coordination and reporting completed
16 Mar 2026	Debrief with SAPS and review of outreach implementation	SAPS / Provincial / National	Programme evaluation and improvement planning completed
17 Mar 2026	Recruitment engagement and youth CV support	Local / Private Sector	Youth linked to potential employment and internship opportunities
18 Mar 2026	NPO compliance engagement with DSD	Provincial	Strengthened NPO registration and compliance support

19 Mar 2026	PPU and CWP meetings on youth development programmes	Provincial / Local	Improved alignment on community work programmes
20 Mar 2026	Administrative reporting and follow-ups	Internal	Weekly reporting completed
23 Mar 2026	Youth CV development and job search support	Local	Improved employability of unemployed youth
24 Mar 2026	Office administrative duties	Local	Operational support maintained
25 Mar 2026	NPO registration and social development support	Provincial	New and emerging NPOs supported
26 Mar 2026	EPWP Work-Based Programme information dissemination	Provincial / Local	Increased awareness of infrastructure work opportunities
27 Mar 2026	Community support and NPO fundraising assistance	Local / Community	Strengthened community-based initiatives

4. OBSERVATIONS FROM COMMUNITY ENGAGEMENT

During the implementation of the outreach programme, several key challenges affecting youth were identified across the Greater Knysna area. A significant number of young people remain unemployed due to limited access to digital job application platforms and lack of knowledge on how to apply for opportunities independently.

It was further observed that many youth possess outdated CVs, with some documents not updated for more than ten years. This reflects a serious gap in career readiness, CV development skills, and exposure to modern recruitment processes.

In addition, many graduates who participated in the programme indicated that they are unsure of where to search for employment opportunities, how to navigate job portals, and how to identify legitimate recruitment platforms. There is also limited awareness of daily advertised opportunities across government, private sector, and online job platforms.

These challenges highlight the need for continuous structured support, particularly in CV development, job search strategies, and digital literacy training for unemployed youth.

5. CDW INTERVENTION AND IMPACT CDW INTERVENTION AND IMPACT

The CDWs played a critical role in bridging the gap between government services and communities by physically going into wards with digital tools to provide direct assistance.

This hands-on approach ensured that:

- Youth were guided through real-time application processes
- SAYouth.mobi registration and access issues were resolved on-site
- EPWP applications were completed and submitted successfully
- SANDF application forms were correctly filled and certified

The outreach also strengthened collaboration with SAYouth Mobi support systems, ensuring continuity of assistance beyond the physical sessions.

6. OUTCOMES ACHIEVED

- More than 500 unemployed youth were reached and supported across 9 wards in Greater Knysna during the March 2026 outreach programme.
- Increased participation in SANDF recruitment and application processes.
- Expanded access to EPWP Work-Based Programme opportunities (Department of Infrastructure – Provincial Government).

- Improved digital literacy among unemployed youth through hands-on assistance with SAYouth.mobi registrations, password recovery, and online applications.
- Strengthened intergovernmental coordination and stakeholder collaboration across National, Provincial, and Local government structures.

7. FUTURE PLANNED INTERVENTIONS

In response to the challenges identified during the March 2026 outreach programme, a structured follow-up workshop is planned for April 2026. This workshop will be conducted in collaboration with recruitment companies and the Department of Employment and Labour.

The focus of the workshop will include:

- CV development and updating of outdated CVs (some exceeding 10 years)
- Job search techniques and how to identify legitimate opportunities
- Guidance on accessing online recruitment platforms and daily job postings
- Practical assistance for graduates who are currently unemployed and unsure how to enter the job market

This intervention aims to strengthen employability among youth by providing practical, hands-on guidance and bridging the gap between unemployed youth and available opportunities.

8. ANNUAL LEAVE

The CDW was on annual leave from 27 March 2026 to 06 April 2026, during which no fieldwork or programme implementation activities were conducted.

8. CONCLUSION

March 2026 was a highly impactful month focused on youth empowerment, employment access, and community-based service delivery. The SANDF and EPWP outreach programme demonstrated the importance of direct, in-community interventions supported by digital tools and intergovernmental cooperation.

The programme significantly improved access to opportunities for unemployed youth and highlighted the ongoing need for structured career guidance, digital literacy support, and expanded employment facilitation initiatives within the Greater Knysna area.

Submitted by:

Devoline Koopman
Community Development Worker (CDW)

4.6 Area F : COMMUNITY WORKS PROGRAMME

PERIOD COVERED	February 2026
DATE SUBMITTED	30 March 2026

Number of work opportunities

Targeted monthly participation rate	Monthly participation rate February	Monthly Participation rate March	Monthly Participation rate
500	322	323	

Useful Work	Performance Indicator	Number of Participants
Food gardening	5 vegetable gardens	15
Nursery	1 nursery	2
Clean & Green	Beautifying streets and parks	79
Cleaning of public spaces	Cleaning of CBD	40
Illegal dumpsite cleaning	Cleaning and monitoring illegal dumpsites	30
Cleaning of offices, at sector departments, NGO's, Libraries etc	Cleaning offices Assist in libraries and community halls	30
Cleaning of health facilities	Cleaning	9
Cleaning of school and ECD Centres and Class assistance	21 ECDs 6 Schools	25 40
Old age home care and cleaning	Elderly care	2
Feeding schemes	Cooking and distributing of food	10
Home base and Health Care Assistance	Care of sick and frail	4
CWP participants assisting clinics with distribution of medication	Elderly and disabled members of the community that struggle to get to the clinic on time benefit from this activity and assistance.	4
Community Safety	Security car parking attendants and assisting at school crossings	35
Sowing Teams	Train other participants how to do sowing.	2

Exited Projects

Useful Work	Performance Indicator	Planned Output	Progress Made	Number of Participants
Hand Craft	Garment and hand craft making	Forming cooperatives for economic output	Ongoing	10

Implementation challenges and proposed solutions

Key challenges	Potential impact on program	Proposed intervention
- No New Approvals - Stationery - Lack of Equipment, PPE, Black bags and making up of collected waste	- Our participation numbers are low as new approvals are currently on hold. - The Office hasn't received any stationery and our Microsoft Office expired. - De - motivated participants - Unpleasant dirty environment	- Awaiting go-ahead from COGTA - COGTA will resolve the issue - Community service help us with black bags and truck to collect black bags when participants finish cleaning.

Key achievements	Potential impact
Hands Design Cooperative	We give 3 machines to hand design to assist our participants with training
Creche	Stakeholders still fine with participants assisting in creche.

**MINUTES OF FORMAL WARD COMMITTEE MEETING – WARD 10
IN THE COUNCIL CHAMBERS AT 17:00
ON 09 MARCH 2026**

In Attendance

Cllr Peter Bester – Ward Councillor
Mr. Jacques Jacobs – WC member
Mr. John Huxter – WC member
Ms. Carol Van Tonder – WC member
Mr. Richard Sohn – WC member
Ms. Rachelle Smit – WC member
Mr. Rudie Cronje – WC member
Mr. Brian Cornelius – PP Official

1. Opening and Welcome

Cllr Peter Bester opened and welcome all in the meeting.

2. Apologies.

- Mr. Pierre Gouws

3. Noting for the provision of the Code of Conduct for Ward Committees and declaration of interest.

- None.

4. Adoption of the minutes of the previous Ward Committee meeting dated 10 November 2025

Adoption of the minutes of the previous meeting dated 10 November 2025 was proposed by Ms. Carol Van Tonder and seconded by Ms. Rachelle Smit

5. Matters arising from the minutes of the previous Ward Committee meeting held on 07 April 2025.

None

6. Report from the Ward Councillor

Section 154

Provincial and National Government are assisting Knysna Municipality with the water crisis.

Concerns were raised by National Government on what is happening in Knysna Municipality.

Gift of the Givers is also assisting KLM greatly.

The tender for the drilling of the boreholes was awarded last week.

Section 139 (1) (c) failed last year although Section 139 (1) (b) makes provision for intervention.

Question from Mr. Richard Sohn

Cllr Peter Bester informed the committee that questions were posted by Mr. Richard Sohn has not been answered to date although the Municipal Manager has forwarded the questions to the relevant officials to respond.

Mr. Richard Sohn wanted to know what Cllr Peter Bester can do to get feedback.

Cllr Peter Bester requested Mr. Sohn to resend the questions to him.

Boreholes

Eight (8) boreholes should be in place soon.

A Service Level Agreement has been signed with PG Bison.

The idea is to link the PG Bison boreholes to the Sedgefield water supply.

Streetlights

Cllr Peter Bester informed the meeting that some streetlights have been fixed.

Complaint are being locked on Collab to register faulty streetlights.

Reinstatement of roads

Pothole repairs are being dealt with.

A priority list is in place and was handed to Mr. Shaun Maree.

Budget process

The public participation budget process is starting soon.

Vagrants

There is a lot of issues with the homeless people staying at the transfer and train station.

Heidevallei will be utilized for Temporary Relocation Areas (TRAs) to accommodate the homeless people.

7. Reports / Inputs by Ward Committee members

Ward Committee Member	Discussion
Mr. Richard Sohn	The conditions at the pump stations need to be inspected. A lot of sewerage problems occur in the vicinity of Café Mario
Carol Van Tonder	Memorial Square has become a hotspot for drinking in public open spaces.

Mr. Rudie Cronje	What has changed in Knysna Municipality? The municipality did well in the past Cllr Peter Bester responded by saying that funds were spend on projects instead of utilizing Grant Funding. INAP funding is used for the electrification of informal areas.
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8. Date of the next Councillor's Report back meeting

- Date of the next Councillor's report back meeting will be communicated to Ward Committee members in due course.

9. Date of the next Formal Ward Committee meeting

- Date of the next Formal Ward Committee meeting will be communicated to Ward Committee members in due course.

10. Closure



**MINUTES OF FORMAL WARD COMMITTEE MEETING – WARD 2
THURSDAY, 12 MARCH 2026 @ 16:00 IN THE SEDGEFIELD COUNCIL CHAMBERS**

1. Opening & Welcome

Cllr Vanston opened the meeting and welcomed everyone present.

In Attendance

Cllr Cleone Vanston

Mr. Rodney Nay

Mr. Ari Seirlis

Mr. Fanus Brink

Mr. Brian Cornelius

Members of the public present

None

2. Apologies

Mr. Nataniel Oelf

Mr. Hendrias Morris has resigned from the Ward 2 Ward Committee.

3. Noting the provisions of the code of conduct for Ward Committees and Declaration of Interest.

Noted and nothing has been declared.

4. Adoption of the minutes of the Ward Committee meeting dated 10 July 2025.

Minutes of the previous meeting dated 10 July 2026 has been noted by all Ward Committee members.

5. Matters arising from the minutes of the previous meeting.

- None

6. Report from Ward Councillor

- *Report from the Ward Councillor herewith attached.*

Inputs on Ward Councillor's Report by Ward Committee members:

Mr. Ari Seirlis

- Mr. Seirlis wanted to know if there is provision made for ramps and how much is set aside?
Cllr Cleone Vanston informed the committee that some wards have budgets for ramps but not ward 2. The amount budgeted varies per ward.
- The Sedgefield receptions is closed. Is the community aware of this?
Cllr Cleone informed the members that communication have been sent out by the Communication Department.

Mr. Rodney Nay

- Mr. Nay informed the committee that some resident's water accounts was not read for three (3) months.
*Cllr Cleone Vanston informed the committee that members of the public should request reasons why this was happening.
Each account has to be inspected individually and that billing is a ongoing challenge.*

7. Reports from Ward Committee members

Mr. Ari Seirlis

Report herewith attached.

Mr. Rodney Nay

Report herewith attached.

Mr. Fanus Brink

Report herewith attached

10. Date of next Councillor Report Back Meeting

- NERSA and Budget Public Participation meetings will commence in due course.

11. Date of next Formal Ward Committee Meeting

- Date of the next Formal Ward Committee meeting is 30 April 2026, 16:00 at Sedgefield Council Chambers.

12. Closure

Cllr Vanson requested Ward Committee members to report potholes and roads signs that needs to be fixed. The Ward Councillor thanked everyone present in the meeting.

Ward 2 Report Back – Councilor's Report

12 March 2026

Council Matters:

- The current MM is suspended due to investigations of misconduct –
- The current director of Corporate services is suspended due to investigation reports outstanding but current report states that she is not guilty of misleading council
- The Director IHS is appointed as the AMM until further notice

1. KARATARA

- Auction of Property ERF 150, "Hannes se winkle" 2 x Petitions from the community served to the MM, CFO & Director Corporate, section 80 and council meetings recordings I've sent to the community to keep them informed on the process, I attended a block public meeting to address the community. The item is required to come back to council for a final resolution. – Still outstanding conclusion and item to council
- Fencing of Karatara cemetery, contractor been appointed, Solaten Projects from Knysna has been appointed. R550 933.00 budget for the whole project and Clearvu Fencing will be used. Delay in project as the supplier of the poles for the fencing has pulled out. CFO agreed in September 2024 that money will be kept and used in the Adjustment budget for completion of the fencing project. – THE fencing installation started in January 2026.
- HOUSING – bulk services water and sanitation application for funding has been submitted for MIG funding – await feedback of approval.
- Finance Office Karatara – Intern assisting while disciplinary action needs to conclude.
- Public report back meeting held in November 2025, These are quarterly and to be rotated between Sedgefield and Karatara.

2. SEDGEFIELD

- Universal Access audit completed by Mr. AS and submitted to community services and Infrastructure department and budget requested to implement the required outcomes. Karatara access audit completed. To be tabled for adjustment budget in February if not completed before. – **Ongoing.**
- Petition to SANRAL, Provincial ministers, Mobility and Infrastructure and requested a site meeting with all stakeholders for the Safety on the N2 between The links and Engen Garage – awaiting site visit date – Ongoing
- Public Report back Meeting held on the 12th February 2026.
- SANRAL N2 – Routine Maintenance on the N2 March 2026, Rainbow Civils main contractor.
- Sedgefield Municipal Reception office closed – Intern contracts ended. Corporate Services and Finance to finalise budget and HR processes for March 2026

Ari Seirlis Ward committee member Ward 2 REPORT 12.3.2026		
DISCUSSION	CONSULTATION/OBSERVATION	RECOMMENDATION/ ACTIONS
TOURISM		
	Tourism growth	
	Public toilet facilities need to be upgraded and remain in serviceable condition. Access audit completed in Ward2 public areas. (Sedgefield & Karatara)	• TOILETS upgraded by AFRIFORUM • NO PROGRESS on Access in Ward2
BUSINESS		
	Homeless shelter	
	No solution yet on the homeless shelter nor occupation and activities for homeless to keep them out of the retail space in the village.	• Retailers not comfortable with the vagrancy in Sedgefield during the day
	Vagrants	
	Vagrants in the CBD. Petition signed (39 businesses) and submitted to Law Enforcement & Clr. Meeting held with law enforcement in August 2024 and law enforcement promise to do a raid in the area for drugs. SAPS (KAPP) Also informed of the problem. Vagrancy in the entrance to Sedgefield a burning issue with the businesses.	• NO PROGRESS ◦ More vagrants in 2026
VILLAGE PARK	There is an urgent need for ablution facilities in the Village park that has been reinstated	• NO PROGRESS on ablutions required
VERGES/PAT HWAYS	Kingfisher pathway needs repair and maintenance. This is a popular tourist/locals walkway	• WARD 2 verges in disarray ◦ Weeds, thorns, pavements collapsing
GENERAL	Communication	
	Communication between counsellor and Ward2 members should improve	• NO improvement noted
	Christmas lights	
	<i>Queries to Clr.</i> • Is this Kny Muni project & Budget? ◦ Or a private donor? • What was the cost? • When are they coming down? If so?	•
BUSINESS		

	Potholes	
	Potholes continue to be noticed and increasing	• Any progress or plans?
	Road calmers/ Speed signs	
	Speed an issue esp. Kingfisher dr	•

Ward 2 – Report back -12 March 2026.

1. Water & Sanitation Crisis – JOC.

- KM were warned in July 2025 about the looming crisis. It was ignored. In December everyone panicked but it was too late.
- National and Prov. Government set up the JOC in early January but the community were not included. It was only after National queried this that the KWCF (Knysna Community Water Forum) were invited to join.
- It has been a talk shop with everyone blaming anyone else and not wanting to take responsibility. Even when the Drought was declared the Tech. Officials refused to accept that the normal Procurement Rules no longer applied.
- It was discovered that it was the Support Departments that were actually driving the Process. The Technical People had to depend on them to take action. It was the tail wagging the dog.

2. Roads.

- The potholes are becoming endemic and it is very clear that Sedgefield is not on the front row when the Officials / Councillors provide funds for the wards.
- R4 b is being spent by SANRAL to upgrade the road out of George to Kleinkrantz, then continues outside Knysna to Plett. But despite the fact that it carries the same traffic load Km has not motivated for the upgrade. WHY?
- The increase traffic on the N2 has made the Intersections very dangerous for cars crossing. KM need to motivate to have traffic circles at the West side – Market and the East side at old Sedgefield Arms.

3. Community – Homeless.

- The number of homeless people is increasing. They are causing discomfort among the older people and discourage people using local shops – it is safer to drive to George. I understand the variety of reasons for them but the care of Sedgefield must be first priority.
- While I understand RSA wants to ignore everything Israel does, they created the Kibbutz so that they could absorb many people without skills but need a shelter, home, safety and can contribute towards the greater good. KM could purchase a piece of farm land and develop it into a village that provides for these people. If the Homeless do not want to stay there then they have been given an alternative so must leave.

4. IDP.

- We do not prioritize according to future growth and development – it is all about TODAY'S need. Pothole repair, electricity, housing – they are important but.
- We need to prioritize Bulk Water, Sanitation, intersections with the N2.

5. Development and future growth.

- Despite promises the Total garage is still an eyesore and detracts for the image we want for Sedgefield.

- Sedgfield is facing a Municipal Service CRISIS; Limited water, limited sanitation, a hazardous garden waste site, limited electricity, large unemployment numbers, no high school. Why does KM still persist in approving new developments that increase rather than improve the situation? It may increase the rates base, and cash flow from Development Augmentation fess – which should have been used to upgrade the infrastructure. Where is the money going?]
- We were involved with the new SDF – up to a point. We were promised feedback and the opportunity to provide input before it is approved by Council. What is the current situation.

6. Ward Committee System.

- I understand that managing a Coalition Municipal Government is not easy, but when this is impacting the effectiveness of the Ward Committees, something must be done to correct it.
- To have meetings many months apart, where questions posed, and issues raised have solved themselves before the next meeting, is a waste of time.
- Where ward members and the Councillors themselves cannot give answers when asked by the community, because they have to wait for Council meetings to get resolutions, is not working.

Rodney Nay
12 March 2026.

SAFETY and SECURITY REPORT – FANUS BRINK- March 2026

1) CRIME

Fraud

Cyber fraud has increased. People are being phoned by Bank and SAPS imposters saying they have to pay a fine (the public are given a reason) to prevent arrest. ATM fraud is still ongoing and elderly or single persons should have someone with them if they use an ATM.

Crime in Sedgfield increases or decreases as know criminals are jailed or released. Fortunately, our security teams know who these people are and often have great success with follow up. Awareness campaigns are done to remind people to close doors & windows and cover valuables in cars.

Copper pipes and cables were being stolen in areas close to informal areas. However, two good arrests were made which should show a decrease in these crimes.

2) CPF MEETINGS

These meetings with SAPS, security companies and NHW's continues on a monthly basis.

3) **CAMERAS**

There are currently 100 plus cameras in Sedgefield. More cameras are going up throughout Sedgefield, although the location is not revealed. The Melodrama sponsored cameras to the value of R25 000 so some more overhead or LPR cameras will be placed strategically!

4. **WARNING SIGNAGE**

Signage to prevent camping, drinking in public and sleeping (as on the Island) have be placed elsewhere in Sedgefield as well in conjunction with the municipality.

5. **HAWKERS AND VAGRANTS**

This is unfortunately an ongoing issue all over S.A. which is dealt with as The situation arises.

6. **EASTER WEEKEND**

END OF REPORT

MINUTES OF FORMAL WARD COMMITTEE MEETING – WARD 1

Date: 12 MARCH 2026, Venue: Smutsville Library, Time: 18:00

In attendance:

Cllr Levael Davis – Ward Councillor
Ms. Martie Rooi – WC Member
Ms. Agnes Voorslag – WC member
Dr. Andrew Brough – WC Member
Ms. Eunice Vana – WC member
Ms. Cecilia McKay – WC Member
Mr. Sivuyile Pauli – WC Member
Ms. Nadia Hardnick – WC Member
Mr. Brian Cornelius – PP Official
Ms. Daleen Constance – Integrated Human Settlement.

Member of the Public

None

1. Opening and Welcome

Cllr Levael Davis opened and welcomed all in the meeting. Opening prayer was done by Cllr Levael Davis

2. Apologies.

- Ms. Martie Roo will arrive late.
- Absent without leave, Pst Morne Gellant.

3. Noting for the provision of the Code of Conduct for Ward Committees and declaration of interest

- Noted and no interests was declared by Ward Committee members.

4. Adoption of the minutes of the of the Formal Ward Committee meeting held on 13 November 2025.

- The adoption of the minutes of the previous meeting dated 13 November 2025 was proposed by Ms. Cecilia McKay and seconded by Ms. Eunice Vana.

5. Matters arising from the minutes of the previous meeting dated 18 September 2025

- **Speedbumps**
Still no funding is available for speedbumps.
- **SASSA visits**
SASSA has not yet signed the agreement with the municipality.
- **Home Affairs**
A request for Home Affairs visiting dates to be submitted to Mr. Sidwell Vumazonke (Public Participation).
- **Illegal dumping**
The Waste Forum has stopped the programme as the people are not sure how to use it.
14000Kg waste has been collected by 80 people who received a meal and R50.00.

Inputs by Integrated Human Settlements (IHS) : Ms. Daleen Constants

- **Sites**
Four (4) sites has been identified in Smutsville for housing development.
The piece of land at the back of U-Safe is a problem at the moment as a court case is pending.
Not a lot is happening now with housing development as the municipality is on DORA funding, but everything seems to be on track.
- **Beneficiary list updates**
One on one meeting has and will be arranged with beneficiaries to explain the criteria of a beneficiary.
- **Ms. Nadia Hardnick wanted to know how the funding will work if four (4) sites has been identified and the one (1) site has been occupied by illegal squatters.**
Ms. Daleen Constants informed the members that all four(4) projects has been registered as a whole.
Certain documents is not in place and that the bulk of the development will be at U-Safe.
Awaits the ruling of the court.
- **Ms. Cecilia McKay wanted to know if there is still a change for people to come and check the beneficiary list. It was also mentioned that peoples names disappeared from the housing waiting list.**

Ms. Daleen Constants inform the meeting that people still have time to check their status on the housing waiting list on Thursdays. People will qualify if they are on the waiting list for more than ten (10) years.

If people have the pink slip, it must be brought to the office and KM will forward it to Province.

- Mr. Vuysile Pauli wanted to know where are the other three (3) sites and what is still needed for the development as well as timeframes. He requested Ms. Constants to forward the information to the Wards Councillor.
- Input by Dr. Andy Brough is that a public meeting was held and Province made it clear the KLM was the blockage.

Minutes of SRA and KLM herewith attached.

6. Report from the Ward Councillor

Issue	Discussion	Inputs from Ward Committee Members
Sewerage	KLM is having problems with pumps and that is the main cause for the sewerage problems. There is an ongoing legal dispute as KLM did not pay the contractor. Pumps are back with KLM without serial numbers and this caused problems with the installation. A number of pumps is still outstanding for Sedgefield. Sewerage overflow is a challenge and upgrading of the pipes is needed.	
Water	Sedgefield is facing a water problem as the reservoirs are decreasing daily. This is a serious problem	
Roads	There is a serious problem with potholes as there is no tar to fix the potholes. There is no repair schedule in place to date.	
Budget	An Adjustment Budget was passed by Council. This was needed for the money that has not been spent. KLM	Ms. Nadia Hartnick wanted to know why Province do

	only spend 10 % of the Capital Budget. Grand funding needs to be returned. Staff was needed by casuals has been appointed. KLM was supposed to set money aside for permanent employees. The surplus of R140m was reduced to R14m.	not act on the Grant Funding not spent by KLM.
Cable theft	Cable theft is taking place in Sedgefield.	
Shack Farming	Plots and shacks are being rent out by foreigners. A petition was drawn up not to have more than one plot. Cllr Davis informed the meeting that he cannot tell the foreigners not to built shacks. The community should look after their community.	It was proposed that a meeting should be called with shack farmers. Ms Cicelia McKay informed the committee that out of 53 illigal structures, only 28 is owned by South Africans.
NERSA	ESCOM is in the process to increase the electricity tariffs. Consultation public meetings will be held in due course.	Members will be informed about the public meeting.

7. Report from Ward Committee members

Ward Committee Member	Report	Councillor's Response

Dr. Andy Brough	Land grab SRA has called a meeting with the Municipal Manager. <i>Minutes herewith attached.</i>	
Mr. Sivuyile Pauli	Mayors Tournament The Mayors Rugby Tournament was held but no one on the Sports Desk has been consulted / informed.	
	Smutsville Sports field There is no plans for the upgrading (seating cover) of the sports field	
Ms. Cecilia McKay	Community Work Program (CWP) A CWP meeting was held today. No further appointments will done due to a lack of funding. Ms. McKay wanted to know where the CWP participants are placed and what they are doing. The Name of the LRC has changes to "Local Stakeholders Committee". Toilets Can all the informal areas not have the same new toilets as in Lankgewag?	Cllr Davis informed the members that this is pilot project and that members place the request in the next IDP
Ms. Eunice Vana	Ms. Eunice Vana reported that the area is very dirty and this includes illegal dumping. Home Affairs and SASSA are still a great concern for the community. Shack farming is happening because of the grow in population and that not all communities are defending their areas.	

Ms. Martie Rooi	SASSA is nog steeds n Groot probleem in Smutsville N ma met twee kinders betaal R300 Om op die taxie te klim Plett toe Dan Kom jy daar Dan Se hulle die nommers van die Dag is kla vol Ambulans vervoer wat van George af Kom laai siek mense in die Dorp af en dan Moet hulle sukkel Om by die huis uit te Kom Daar is n lig paal tussen luthango straat en rooikrans Laan wat aan en af gaan Groot probleem met hond but	
Ms. Nadia Hartnick	Crime Crime rate has decreased but is still ongoing. There is a request for the light to be switched on again at the park to prevent illegal activities	
Ms. Agnes Voorslag	A business proposal is in the pipeline where two (2) people will be employed.	

8. Date of the next Councillor's Report back meeting

- Cllr Levael Davis informs the members that he will continue with his block / area meeting.
- NERSA and Budget public meeting dates will be communicated to members accordingly.

9. Date of the next Formal Ward Committee meeting

- The date of the next Formal Ward Committee meeting is 30 April 2026, 18:00 in the Smutsville Community Hall.

10. Closure

REPORT FROM WARD COMMITTEE MEMBERS

Minutes: Knysna Municipality – Sedgefield Ratepayers Association Engagement

Meeting Title: Operational & Planning Coordination (SOPs, SDF, Swartvlei Access)

Date & Time: Friday, 12 December 2025 | 08:30–10:30 (GMT+2)

Venue: Knysna Municipal Offices

Chair: Ms Andiswa Dunywa

Minute Taker: Dr AJ Brough

0) Opening & Welcome

Ms Andiswa Dunywa chaired the meeting and welcomed everyone. The purpose of the meeting was confirmed and apologies were noted.

Mr Kevin Barnes then referenced the Knysna Municipality Coat of Arms and its motto, *Concilio et Prudentia* ('by council and prudence'), highlighting two guiding principles:

- Deliberate Planning: encouraging thoughtful strategies rather than impulsive decisions.
- Wise Judgment: balancing knowledge, insight, and moral integrity.

1) Attendance

Knysna Municipality

- Ms Andiswa Dunywa – Director: Planning
- Mr Hennie Smit – Manager: Land Use
- Dr Martin – Director: IHS (Integrated Human Settlements)
- Mr Mackenzie – Waste Management Department

Sedgefield Ratepayers Association

- Mr Kevin Barnes – Chairperson
- Dr AJ Brough – Vice-Chair
- Mr Len Moulton – Treasurer
- Mr Charl van der Merwe – Environmental Portfolio

Apologies

- Dr Lulamile Mapholoba – Municipal Manager (MM)
- Mr Johnny Douglas – Director: Community Services
- Ms Chimone Knoetze – SRA Exco
- Cllr Vanston & Cllr Davis

2) Agenda

1. Standard Operating Procedures (SOP) relating to Illegal Structures on the Sedgefield Dunes
2. Spatial Development Framework (SDF)
3. Public Access to Swartvlei – Business Plan

3) Key Discussion Points

3.1 Governance, Accountability & Communication

- Vote of thanks recorded to Dr Martin for responsiveness and support.
- Concerns raised regarding inconsistent follow-through on instructions related to illegal structures and enforcement; attendees reported lack of accountability, poor communication, and absence of clear action plans.
- Community members are often doing managerial follow-ups; request for a task reminder & escalation system.

- Call for defined outcomes, strategy, accountability and resourcing across departments.

3.2 Dunes, Land Invasion & Enforcement SOP

- Hennie Smit noted the 2019 SOP is outdated; a revised SOP is being benchmarked and will be finalized for Council adoption.
- SRA pointed out the current SOP had not been implemented and Dr Martin acknowledged that to be the case.
- Roles & responsibilities (incl. Director: Community Services) to be clarified in the SOP pack.
- The person accountable for implementation of the SOP (Steven Langlands) has since retired and no accountable person was assigned in his place. Ultimately this still rests with the Municipal Manager to ensure implementation.
- Interim interdict in force for current land invasions; court ruling expected by 31 January 2026 (end-January). Approximately five (5) structures currently noted under the interdict; the remainder should have been removed.
- SAPS reportedly indicated limitations in their mandate; clarification/MOU is needed.
- Security company appointed at U-Save and the Dune area (ongoing).
- A Dedicated Land Invasion Unit to be added to the organogram.
- Concern that law enforcement operates only in office hours; urgent matters require rapid response (including next-day demolitions where lawful).
-
- Acknowledged that some actions should not wait for SOP finalization when legal instruments already permit intervention.
- Three farmlands adjacent to Smutsville noted for assessment for possible future housing

3.3 SDF / IDP / By-Law Alignment

- Council has adopted both SDFs (noted: 11 December 2025).
- Gazetting and submission to Province to proceed; verify public participation record.
- Key issues include the urban edge and SANParks' requirement for an integrated environmental assessment; EIAs will be necessary for related development.
- Planning By-Law (2021) requires a review; items can be addressed in the next amendment cycle.
- Noted disconnect between SDF, IDP, Budget/Capital Expenditure Framework, and Risk Register.
- Concern that a 35-page submission was condensed to a single line; request for transparent theme grouping and full consideration.
- Hennie Smit presented the Implementation Framework; commitment to circulate both the Implementation Framework and the Capital Expenditure Framework.

3.4 Waste Management & Transport Integration

- Waste planning must feed into broader transport efficiency across Knysna.
- Considering a site on the western half and south of the railway line to enable transport of people, waste, and goods.

3.5 Swartvlei Public Access – Business Plan

- Business Plan currently with Legal Department.
- Ritchie Morris as already provided excellent inputs into the business plan which now needs approval with costing and timeframes.
- SANParks support requested (ref. Dr Viljoen, coastal manager programme).
- A project champion was previously absent; the planning department will assume project champion role and establish a steering committee.
- Aim for collaborative engagement with SANParks.

3.6 Operations: Water, Telemetry, Garden Refuse & Chippers

- Telemetry contract reportedly not renewed; water losses noted; meter functionality flagged (~70% referenced – to verify).
- Regenal Wesso (Director Infrastructure)to be invited to engage in Sedgefield.
- Chippers: Last recorded in October; the red chipper has diesel/hydraulic issues; expected back in operation on 15 December 2025.
- Request for a Garden Refuse Site SOP and a documented Fire Risk Plan.
- New transfer site / collection point: Need identified; community consultation required.

3.7 Site Work & Scheduling

- Dr Martin's team on site over the weekend: 13–14 December 2025, 09:00–16:00.

3.8 Miscellaneous

- Quarterly engagement: Chair proposed a quarterly meeting cadence.

4) Decisions Noted

- Update and adopt the Land Invasion SOP with clear roles & responsibilities.
- Maintain & enforce current legal interdicts; monitor court outcome by 31 January 2026.
- Proceed with SDF gazetting and provincial submission; address issues via IDP amendments and By-Law review.
- Establish the Swartvlei Public Access project's champion and launch a steering committee.
- Continue quarterly structured engagements.

5) Action Log (with specific dates & times)

#	Action	Owner	Support	Target Date / Time
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1	Finalize revised Land Invasion SOP and submit for Council adoption (incl. roles/responsibilities annexure).	H. Smit / Dir: Community Services	Legal Services	16 Jan 2026, 16:00
2	Clarify SAPS mandate; agree operational MOU for land invasions (incl. after-hours capacity).	MM Office / Community Services	SAPS, Legal	28 Jan 2026, 12:00
3	Maintain security posts at U-Save and Dune area; integrate incident reporting.	Community Services	Security Provider	Weekly report by 19 Dec 2025
4	Implement Dedicated Land Invasion Unit on organogram; define staffing/shifts.	MM Office / HR	Community Services	29 Jan 2026, 16:00
5	Track Court ruling on interim interdict and prepare post-ruling plan.	Legal Services	Community Services	31 Jan 2026, 10:00

6	Circulate the Implementation Framework and Capital Expenditure Framework.	H. Smit	Planning Team	16 Dec 2025, 12:00
7	Confirm public participation record; gazette SDFs; submit to Province; publish summary.	Planning (A. Dunywa)	Comms	23 Jan 2026, 16:00
8	Initiate Planning By-Law (2021) review; table priority amendments.	Planning	Legal	28 Feb 2026, 16:00
9	Align SDF, IDP, Budget/CEF, Risk Register; present integration matrix to Council.	IHS / Finance / Planning	PMO	31 Mar 2026, 10:00
10	Advance waste & transport hub site investigation (west/south of railway; Smutsville-adjacent farmlands).	Waste & Transport	Planning	27 Feb 2026, 16:00
11	Swartvlei Public Access: Approvals roadmap, costs, timeframes; formalize project champion & steering committee; set SANParks engagement.	Legal (R. Mortis)	Coastal Mgmt, SANParks	Kick-off: 19 Dec 2025, 09:00–10:30; Roadmap: 30 Jan 2026, 16:00

12	Telemetry contract status: verify; decide renewal/replacement; issue water loss reduction plan (incl. meter audit to verify ~70%).	Water Services	Supply Chain, Finance	Decision: 08 Jan 2026, 12:00; Plan: 23 Jan 2026, 16:00
13	Reggie Wesso site engagement in Sedgfield.	Water Services	IHS	17 Dec 2025, 10:00–12:00
14	Red chipper repairs complete; operational by Monday and	Waste (Mackenzie)	Fleet	15 Dec 2025, 12:00



	publish availability schedule.			
15	Draft & adopt Garden Refuse Site SOP and Fire Risk Plan; communicate to public.	Waste	Fire Services	31 Jan 2026, 16:00
16	Assess new transfer site / collection point need; run community consultation; propose option.	Waste	Planning, Community	Consultation: 12 Feb 2026, 17:30–19:00; Proposal: 27 Feb 2026, 16:00
17	Establish task reminder & escalation mechanism (SLAs & contacts); publish.	MM Office / PMO	ICT, Comms	31 Jan 2026, 12:00

6) Risks & Issues

- Enforcement gap (after-hours capacity).
- Legal & SOP timing: adoption and court timelines.
- Planning misalignment (SDF–IDP–Budget–Risk).
- Stakeholder trust: follow-through and communication.
- Operational capacity: telemetry lapse and meter performance.

- Waste operations: equipment downtime; absent SOP/fire plan.
- Swartvlei access: multi-agency approvals and champion continuity.

7) Items for Noting / Deferred

- Beneficiary list dissatisfaction – route to Human Settlements for verification & comms.
- Len Moul: need for clear ownership and responsibility in complex structures.

8) Next Meetings (Quarterly cadence – proposed)

- Q1 Progress Review: 13 March 2026 | 08:30–10:30 (Knysna Municipal Offices)
- Q2 Progress Review: 12 June 2026 | 08:30–10:30
- Q3 Progress Review: 11 September 2026 | 08:30–10:30

9) Documents to Circulate (with dates)

- Current SOP and Draft Revised SOP – 16 December 2025
- Implementation Framework – 16 December 2025
- Capital Expenditure Framework – 16 December 2025



- SDF adoption notice & public participation summary – 23 January 2026
- Swartvlei approvals roadmap – 30 January 2026



**MINUTES OF A COMBINED FORMAL WARD COMMITTEE MEETING –
OF WARDS 6 & 11
IN THE COUNCIL CHAMBERS AT 18:00
ON 17 MARCH 2026**

Ward 6

In attendance:

Cllr Kay Andrews – Ward Councillor
Ms. Maureen Brits – WC member
Ms. Engela Gesels – WC member
Ms. Elma Siegelaar – WC member
Ms. Rolanda George – WC member
Ms. Veronique Klein – Public Participation
Mr. Brian Cornelius – Public Participation

Apologies:

Mr. Cameron Janjies – WC member
Ms. Jenny Solomons – WC member
Ms. Elsone Krige – WC member

Absent without leave

Ms. Jane Fourie – WC member

Ward 11

In attendance:

Cllr Russel Arends – Ward Councillor
Ms. Katriena Van Rooyen – WC member
Ms. Michelle Stander – WC member
Ms. Janine Prins – WC member
Ms. Luchelle Briesies – WC member
Ms. Tina Nel – WC member
Ms. Veronique Klein – Public Participation
Mr. Brian Cornelius – Public Participation

Apologies:

Ms. Lorriane Opperman – WC member

Absent without leave

Mr. Kaylem Botha – WC member
Ms. Marvæn Charles – WC member

Member of the Public

None

1. Opening and Welcome

Cllr Kay Andrews opened and welcome all in the meeting.

2. Apologies.

- As per above

3. Noting for the provision of the Code of Conduct for Ward Committees and declaration of interest.

- Nothing was declared by all Ward Committee members present.

4. Adoption of the minutes of the previous meeting dated 11 November 2025:

Ward 6

The adoption of the minutes of the previous meeting dated 11 November 2025 was noted by the Ward Committee members of Ward 6, proposed by Mr. Cameron Jantjies and seconded by Ms. Elma Siegelaar

Ward 11

The adoption of the minutes of the previous meeting dated 11 November 2025 was proposed by Ms Michelle Stander and seconded by Ms. Luchelle Briesies.

5. Matters arising from the minutes of the previous meeting dated 11 November 2025:

Ward 6

None

Ward 11

Ms. Mizaan Omaje not responding to complaints form Ms. Luchelle Briesies

Cllr Russel Arends informed Ms. Luchelle Briesies that she was supposed to send an e-mail to the Director and Municipal Manager wrt her complaint.

Missing water tanks

Cllr Russel Arends informed the community that the matter taken up with Infrastructure and no responses received to date.

Mr. Roydon Parry and Shaun Maree was on suspension and could tell where the tanks is.

Ms. Michelle Stander informed the meeting that this is very bas that no one can account for the tanks.

6. Reports from the Ward Councillor

CLLR KAY ANDREWS		
ITEM	DIRECTORATE	COMMENT/INPUT
6.1	Community Services	Grass Cutting • Grass in Katanga will only be brushed twice as the grass is too long. • This is due to the water crisis that Knysna is currently experience. • Most of the funds has been re-allocated to assist the water crisis Dumping Sites • Dumping Sites remains the same. • The adjustment budget only kicked in last week. • Only the critical dumping sites will be cleared.

		Tree Cutting • Tree cutting is an ongoing process • The trees in Shamrock Street is on the property of Knysna Secondary School. Roaming cattle • There is still a few roaming cattle in the area. • Additional Law Enforcement officers will be appointed, vacancies has already been advertised. Homeless Shelter • The homeless shelter will be built in Heidevallei. Inputs by Ward Committee members: Ms Rolanda George informed the committee that grass cutting and tree cutting is a service and that the affluent (rich) areas will not be affected. This is unfair. Ms Michelle Stander informed the committee that the "Parkie" in Calendar Street is also a dumping site. Please dump their garden refuse and old broken furniture in the "parkie". The bushes at the back of Sunridge Primary School is a hotspot for criminals as stolen goods are being hidden in the bushes. Cllr Kay Andrews informed the committee that the Mayor to site visits to wards and informs the administration on how things looks. It was advised by Cllr Kay Andrews that the Director Community Services write letters to both schools informing them to cut trees and bushes.
6.2	Infrastructure Services	Electrification • The implementation of high mast lights has been considered by the municipality. • National Government will provide the funding, but a tender process will be followed. Sewerage Pumps • Cllr Andrews gave a background on the situation with the pumps and that it is sorted out.
6.3	WAR ROOM	The Executive Mayor has launched a Delivery, Recovery & Innovation Action Plan. This is in response to the decision of the NCOP not to approve the dissolution of Knysna Council, and to outline urgent interventions for strengthening service delivery, addressing aging infrastructure, and restoring public confidence in municipal governance. The Mayco has scheduled Monday meetings with the Top Management Team where regular feedback are given on complaints and challenges.
CLLR RUSSEL ARENDS		

	DIRECTORATE	COMMENTS / INPUTS
	Infrastructure Services	Potholes - Infrastructure Services has a pothole repair programme in place. - Cllr Russel Arends informed the committee that he will request the list to see which roads will be repaired.
	Community Services	Transfer station.

7. Date of the Councillor's Report Back meeting

Date of the Next Councillor's Report Back meeting will be communicated to Ward Committee members.

8. Date of the next Formal Ward Committee meeting

Date of the next Formal Ward Committee meeting will be communicated to Ward Committee Members.

9. Closure

7.2

**F&G02/05/26 MONTHLY REPORT ON LEGAL MATTERS : QUARTER 3 REPORT
1 JANUARY – 31 MARCH 2026**

REPORT SUBMITTED BY DIRECTOR: CORPORATE SERVICES

INTRODUCTION

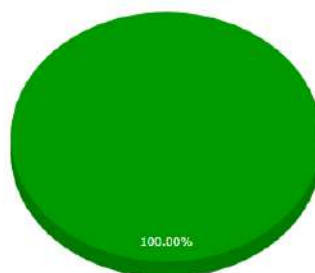
This report serves to provide an overview of the activities and actions of the Legal Services department for the period **1 January – 31 March 2026**. The report focusses on the key areas of operation namely:

- a) **D79 KPI:** To update the Policy Register tabled to Council;
- b) **D80 KPI:** Review 3 By-laws for the financial year;
- c) **D81 KPI:** Review the Systems of Delegations annually;
- d) **D82 KPI:** Review the Municipal Code;
- e) **D83 KPI:** To provide quarterly advisory notes on Legal matters;
- f) **Other matters reported on:**
 - Court Pleadings & Court Orders Routed Internally.
 - Legal proceedings instituted by or against Knysna Municipality:
 - Applications: Extension of Liquor Trading Days & Hours:
 - Applications: Permanent or Event Liquor License Applications.
 - Community Partnership Agreements concluded.

2. COMPLIANCE REPORT

2.1. Performance Management

Corporate Services - Legal Services



Not Yet Applicable	0 (0%)
Not Met	0 (0%)
Almost Met	0 (0%)
Met	6 (100%)
Well Met	0 (0%)
Extremely Well Met	0 (0%)
Did Not Occur	0 (0%)

Ref	KPI Name	Target		Quarter			Overall Performance		Status Comment
		Annual	Quarterly	MONT H 1	MONT H 2	MONT H 3	Target	Achieved	
D79	To update the Policy Register tabled to Council.		√	1			1	√	Achieved for Q3
D80	Review 3 By-laws for the Financial Year.	√			0		1	√	Annual target
D81	Review the Systems of Delegations annually.	√							Annual target
D82	Review the Municipal Code.	√							Annual target
D83	To provide quarterly advisory notes on Legal matters.		√			1	1		Achieved for Q3

2.2. Strategic Risk Management

Risk Title	Ref	Action Plan/s	Status
Management of Litigation Register	D	Circulation of Advisory Notes	Quarter 3 of 2025/2026 Advisory Note Circulated: Interpretation of reporting requirements under Regulation 36 of the Supply Chain Management Regulations, 2015, as amended.

3. FINANCIAL REPORT**3.1 Capital Budget Spending**

The department has no capital projects.

3.2 Operating Budget Spending as at 31 March 2026

Description	MSCOA / Vote Ref	Allocation	YTD Spent	Balance	Status Comment
Litigation & Advice	323650187364 9/236-226827- 238096	R 5.5 million R 1.5 million	R 8 660 031, 28	N/A	The annual budget has been overspent due to virements done in order to process invoices. R 1.5 million received in the February 2026 Adjustment Budget. Additional request for funding submitted to CFO.

4. FUNCTIONAL REPORT**4.1 Functional Area A**

To Provide Legal Opinion/s, Input on Policies, Legislation, Items to Council and its Committees and all Other Matters with Legal Impact

Unit Measurement - % of legal opinions finalised within 7 working days

All legal opinion sought provided within the determined period, verbally in meetings, during consultations, telephonically, either via e-mail or via formal written opinions.

The functional area is executed on a daily basis.

4.2 Functional Area B

Contracts Drafted, Reviewed or Edited

Unit Measurement - % of legal opinions finalised within 7 working days

All contract drafted, reviewed or edited within the determined period.

January 2026:

- Reviewed: Addendum to Sale Agreement. Alienation of Erf 14311 Knysna;
- Reviewed: SLA. KM // PG Bison. Provision of groundwater from private boreholes;
- Reviewed: SLA. KM // Ignite Advisory Services. Provision of performance management system.
- Reviewed: Short term lease agreement. KM // Ward 4 Community Garden, portion of Erf 215 Knysna;
- Reviewed: MOU. KM // Development Acting Group. Assistance with enhancement of access to water, sanitation and related municipal services in informal settlements;

February 2026:

- Reviewed: Sale Agreement. KM // PJ Kapp. Erf 2742 Knysna;
- Reviewed: MOA. KM // The Living Cornerstone. Grant-in-Aid Agreement;
- Reviewed: Sale Agreement. MOA. KM // S Robert. Transfer of low cost housing;
- Drafted: Addendum to SLA. KM // Ignite Advisory Services. Correction of fee schedule;
- Reviewed: MOU. KM // Knysna Speed Festival t/a Simola Hillclimb. Provision of services;
- Reviewed: MOA. KM // SASSA. Utilization of municipal building for provision of SASSA services;
- Reviewed: MOA. KM // DFFE. Placements of Graduates in Environmental Management department;
- Reviewed: MOA. KM // City of Cape Town. Training of Building Inspectors, Town Planners and Law Enforcement Officials;

March 2026:

- Reviewed: SLA. KM // Services SETA. Mixed Farming;
- Reviewed: SLA. KM // Services SETA. Generic Management;
- Reviewed: SLA. KM // PG Bison. Utilization of private boreholes;
- Reviewed: SLA. KM // Services SETA. New Venture Creations;
- Reviewed: SLA. KM // M Wurbach. Utilization of private boreholes;
- Reviewed: Sale Agreement. KM // M Michaels. Portion of Erf 11336;
- Reviewed: SLA. KM // MTO Forestry. Utilization of private boreholes;
- Reviewed: SLA. KM // Vodacom. Provision of digital water solutions;
- Reviewed: SLA. KM // Services SETA. Environmental Management;
- Reviewed: MOU. KM // Safe-hub NPC. Management of Safe-hub facility;
- Reviewed: Short Term Lease Agreement. KM // Swiftnet. Portion of Erf 10499;
- Reviewed: Short Term Lease Agreement. KM // Swiftnet. Portion of Erf 20683;
- Reviewed: Business Agreement. KM // SITA. Provision of Information Systems;
- Reviewed: MOU. KM // GRDM. Transfer of funds for submission of Safety Plans;
- Reviewed: Addendum to Employment Contract. KM // W Kakaza (MFMIP Internship);
- Reviewed: MOU. KM // National Youth Development Agency. Youth Development Programme;
- Reviewed: Short Term Lease Agreement. KM // Buffalo Bay Caravan Park. Erf 209 Buffalo Bay;
- Reviewed: Short term lease agreement. KM // D & G Boshoff. Portion of Erf 2984 Concilium Building;

4.3 Functional Area C**To Deal with all Appeals & Objections received Against the Tender Awards & Delegated decisions****Unit Measurement- % of appeals and objection finalised within 7 working days****Appeals/Objections received for reporting period 1 January – 31 March 2026:**

1. Appeal submitted by Syntell (Pty) Ltd against the award of T20/2024/25: Supply, Installation & Maintenance of Static Red Light, Speed Violations & Back-room Processing Services for a period of 3 years.	Appeal dismissed.
2. Appeal submitted by ENS obo Truvelo Africa against the award of T20/2024/25: Supply, Installation & Maintenance of Static Red Light, Speed Violations & Back-room Processing Services for a period of 3 years.	Appeal dismissed.

4.4 Functional Area D

Annual Review of Municipal By-Laws

Unit Measurement: Submit municipal by-laws to council for consideration
<u>Internal Rules of Order By-law:</u> Internal Review: Review process commenced in March 2022. Review Process/Status: In progress The current Rules of Order by-law is in the process of being reviewed. Council at its meeting held on 29 June 2022, resolved that the Rules of Order be referred to a workshop. The workshop with councillors were subsequently held on 2 October 2023, where it was agreed that a representative or chief whip of each political party, would submit comments on the proposed amendments to the by-law. Another workshop with councillors were scheduled for 13 May 2025. The workshop was however postponed due to unforeseen circumstances, and the department currently awaits the allocation of a new workshop date. <i>Status quo</i> remains.
<u>Tariff By-law:</u> Internal Review: Review process commenced in November 2025. Review process/Status: In progress. The department in conjunction with Revenue Services commenced with the review of the by-law during November 2025. An item served at the last Finance section 80 committee and Council resolved that the By-law be advertised for public comment.
<u>Holding of Events By-law:</u> Internal Review: Review process commenced in February 2026. Review process/Status: In progress. The department commenced with the review of the Holding of Events By-law. An item on the proposed review will be submitted at the next section 80 Committee meeting.

4.5 Functional Area E

Other KPI's Reported on:

A. Court Pleadings & Court Orders Routed Internally: 01 January – 31 March 2026

All Court pleadings & new litigation matters routed to relevant officials: AND Evictions: routed to Manager & Dir: HIS and Debt Collection Warrants of Execution: routed to Credit Control & Debt Collection & Manager: Revenue
01 January – 31 March 2026: • Eviction Order – E Mohamed // O Hardnick & Others // KM; • Notice of Motion: Eviction & Filing Notice – C Barnard // J Barnard // P Pinnoy // K Lombard // KM; • Ex Parte Notice of Motion for Service Directions in terms of Section 4(2) Act 19,1998 - C Barnard //J Barnard // P Pinnoy // K Lombard // KM; • Notice of Motion & Notice of Opposition to Mediation: Eviction Proceedings & B Knysna Prop // KM // R Arends & Unlawful Occupiers of Unit 801 Lagoon View //

- Notice in terms of Rule 41 - Andree Danielle Rowett // Sharon Porter & Others // KM;
- Notice of Motion: Eviction – HJ Rhode // D Koen & Others // KM;
- Notice of Motion in Terms of Section 4(2) - T Booysen // B Booysen & Others // KM;
- Notice of Sale in Executive of Immovable Property – Lake Brenton HOA // TP Ndifon.
- Ex Parte Order in terms of Section S4(2) Notice - G&B Knysna Property // R Arends & Others // KM;
- Notice of Set-Down and Application for Default Judgment in terms of Rule 31(2)(a) and Rule 46a - SB Guarantee Company Proprietary Limited // R Fourie // Y Fourie;

B. Legal proceedings instituted by or against Knysna Municipality:

12 Matters considered as finalised – Only outstanding issue is that of costs.

Matter	Status	Financial Exposure	Legal Fees spend
T Mabula // KM Case 21933/16	Judgment delivered on 11 May 2023, in our favour; plaintiff to pay costs. Attorneys busy with bill of costs. <i>Status quo</i> remains.	R 20 million Application however dismissed	Estimate R 416 398.59
	Amount of Costs to be paid: The department received the taxed allocator and the Master's Certificate amounts to R 40 473.10, to be paid. We waited on plaintiff to pay the costs to no avail and our attorneys are currently in the process of having a warrant of execution issued to recover costs.		
T Mabula // KM Case 21937/16	Judgment delivered on 11 May 2023, in our favour; plaintiff to pay costs. Attorneys busy with bill of costs. <i>Status quo</i> remains.	R 20 million Application however dismissed	Estimate R 416 261.75
	Amount of Costs to be paid: The department received the taxed allocator and the Master's Certificate amounts to R 40 121.38, to be paid. We waited on plaintiff to pay the costs to no avail and our attorneys are currently in the process of having a warrant of execution issued to recover costs.		
MEC // KM // EM & Others Case 2286/23 Appointments: ACFO & ADCS High Court	Part A: Part A of the Notice of Motion was heard on 14 February 2023 and was subsequently struck from the roll, with costs awarded to the municipality, due to lack of urgency on the applicant's side. Our attorneys of record prepared the bill of costs on the applicant and commence with the taxation process. Part B: During March 2023, the applicant agreed to the withdrawal of Part B of the application with each party paying their own costs. The only outstanding issue is the bill of costs, which needs to be finalised and paid under part A.	Review proceedings	R 603 468, 25

	Our attorneys have been following up on the bill of costs and to date we have not received any feedback from State Attorney regarding Bill of Costs. During a meeting held with DLG on 15 April 2026, a request for assistance was made to engage with the State Attorney to bring this matter to finalization.		
MEC // KM, Council, MM & L Sotshede. Case 3488/23 Appointment: ACFO.	This matter was consolidated with Case 4884/23 below. Judgment was delivered on 7 June 2023 whereby the appointment was set aside and declared null and void. The municipality are to pay the cost of the application including counsel and we await the bill of costs. Our attorneys have been following up on the bill of costs and to date we have not received any feedback from State Attorney regarding Bill of Costs. During a meeting held with DLG on 15 April 2026, a request for assistance was made to engage with the State Attorney to bring this matter to finalization.	Review proceedings	R 1 874 058 Consolidated invoices for Case 4884/23 as well.
MEC // KM, Council, MM & L Loliwe. Case 4884/23 Appointment: ACDS.	This matter was consolidated with Case 4884/23 below. Judgment was delivered on 7 June 2023 whereby the appointment was set aside and declared null and void. The municipality are to pay the cost of the application including counsel and we await the bill of costs. Our attorneys have been following up on the bill of costs and to date we have not received any feedback from State Attorney regarding Bill of Costs. During a meeting held with DLG on 15 April 2026, a request for assistance was made to engage with the State Attorney to bring this matter to finalization.	Review proceedings	As per above consolidated amount.
W Clayton // KM // S Ngqele // MEC Case 1330/2021 High Court	This matter was consolidated with Case 1345/21 below. Judgment was delivered on 18 June 2024 whereby the appointment of Dr S Ngqele was	Review proceedings	R 50 320 and R 236 578 respectively

	set aside. The municipality are to pay the cost of the application, save for cost occasioned by the postponement on 27 November 2023. We await the bill of costs. Our attorneys have been following up on the bill of costs and too date we have not received any feedback from State Attorney regarding Bill of Costs. We received the Bill of Cost from W Clayton which amounts to R 360 000 and we instructed our attorney to submit same to a tax consultant. Council subsequently resolved that the Bill of Costs for W Clayton be processed and paid.		
MEC // KM // S Ngqele // Various Cllrs // Case 1345/21 – High Court	This matter was consolidated with Case 1330/21 above. Judgment was delivered on 18 June 2024 whereby the appointment of Dr S Ngqele was set aside. The municipality are to pay the cost of the application, save for cost occasioned by the postponement on 27 November 2023. We await the bill of costs and too date we have not received any feedback from State Attorney regarding Bill of Costs. During a meeting held with DLG on 15 April 2026, a request for assistance was made to engage with the State Attorney to bring this matter to finalization.	Review proceedings	R 435 835.50
State // E Claasen // KM. Case 543/20.SAPS // Knysna Municipality – Erven 2863 & 2864 Notice of Possible Forfeiture of Taxi Rank due to Drug Related Activities	This matter was heard on 4 December 2023. The court dismissed the application by the State to have the taxi rank forfeited. It was thus found in our favour and our costs, including cost of counsel must be paid. We have since instructed our attorneys of record to commence with the preparation of the bill of costs to recover the costs in favour of the Knysna Municipality, which amounts to total recoverable costs of R 642 907.	Criminal Proceedings	R 645 079.89

	We have been informed that the State made a settlement offer of R 45 775, 44, whereafter attorney of records was requested to negotiate a higher amount. Consultations were held in December 2025 and we tendered an amount of R 200 000 at least. We currently await feedback.		
DA // Speaker // Executive Mayor // MM // OP Sebola // MEC. Case 4247/23 Appointment: Municipal Manager High Court	This matter was consolidated with Case 4441/23 below. Judgment was delivered on 10 May 2024 and the court <i>inter alia</i>, declared null and void Council's decision to appoint Mr Sebola as Municipal Manager; and set aside the appointment. A cost order was granted against the 1st – 3rd respondents and we await the bill of costs. <i>Status quo</i> remains.	Review proceedings	R 1 854 647.80
MEC // KM // Speaker // MM // OP Sebola. Case 4441/23 Appointment of MM High Court	This matter was consolidated with Case 4247/23 above. Judgment was delivered on 10 May 2024 and the court <i>inter alia</i>, declared null and void Council's decision to appoint Mr Sebola as Municipal Manager; and set aside the appointment. A cost order was granted against the 1st – 3rd respondents and we await the bill of costs. During a meeting held with DLG on 15 April 2026, a request for assistance was made to engage with the State Attorney to bring this matter to finalization.	Review proceedings	No attorneys appointed
MEC // KM // Speaker // DCS // L Loliwe. Case 17306/23 13 October 2023	Judgment was delivered on 10 June 2024, setting aside the appointment. The municipality was ordered to pay the cost of the applicant's senior counsel up until 26 March 2024. We await the bill of costs. During a meeting held with DLG on 15 April 2026, a request for assistance was made to engage with the State Attorney to bring this matter to finalization.	Review proceedings	R 330 935.45

MEC // KM // Council // MM // LO Ndlovu Case 17855/23 23 October 2023	Judgment by agreement between the parties, was delivered on 4 April 2024, setting aside the appointment. The municipality must pay the cost of the applicant's senior counsel. We currently await the bill of costs. During a meeting held with DLG on 15 April 2026, a request for assistance was made to engage with the State Attorney to bring this matter to finalization.	Review proceedings	No attorneys appointed
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Active Litigation Matters instituted by or against the Knysna Municipality:

1. P Bruwer // Knysna Municipality // Road Accident Fund Case 72310/12 – High Court

Commencement Date	Legal Costs Spend to date
Harker Attorneys: October 2012	R 729 000.19 (no new invoices since the last monthly report)
Brief outline of facts: Action was instituted against the municipality and the RAF for personal injuries sustained by the plaintiff in a motor vehicle accident in Tide Street, Knysna. The plaintiff is alleging that the municipality is liable since no warning signs were erected at the scene (<i>cul-de-sac</i> in Tide Street) and that the streetlights were not visible. This matter is defended after an investigation and an independent witness confirmed that the driver of the vehicle was intoxicated when the accident occurred and a plea was accordingly entered. Our prospects of success herein are good considering the circumstances surrounding the accident and negligence at the instances of the driver and plaintiff.	
Status update – Where we are in the process & the way forward	
During November 2023, we received an application from the attorneys for the plaintiff where relief was only sought against the Road Accident Fund and not the municipality. It was decided that the proceedings not be opposed in light of the fact that if the plaintiff is successful, the relief sought would be favourable for the municipality. We await the allocation of a new trial date after this matter was postponed in October 2020. We have since received a Notice of Intention to Amend from the plaintiff, to amend their particulars of claim. We still await same. <i>Status quo</i> remains	

2. MG Parkin & Others // Knysna Municipality (Fire Claims) - High Court Case 5855/20

Commencement Date	Legal Costs Spend to date
Cliffe Dekker Hofmeyr: 8 June 2020	R 423 217.25
Brief outline of facts: We were served with a Combined Summons (20 Plaintiffs) on 8 June 2020, in terms of the Particulars of Claim, the cause of action arose from the June 2017 fires, and it is alleged that: • Council failed to take any/adequate steps to control and/or extinguish the fire at the Elandskraal farm when the fire was still small and containable;	

- Council failed to, after being made aware of the fire, to take any/alternative steps to control and/or prevent the re-ignition of the fire and failed to prevent the fire from spreading;
- Council failed to detect, to control and to extinguish the fire on the farm;
- Council failed, after having been made aware of the fire, to take reasonable precautions to guard against a fire spreading from the farm;
- Council failed to maintain and implement a system of management or control;
- Council failed to call in assistance timeously, alternatively called upon such assistance too late;
- Council failed to call in assistance of aerial firefighting resources timeously.

In light of Council's alleged negligence and alleged wrongful conduct, the Plaintiffs claim that the suffered damages in the total amount of R 17 231 184.40. The Plaintiffs thus seek judgment against Council for:

- Payment of the sum of R 17 231 184.40;
- Interest on above amount calculated at 10% per annum *a tempore morae*;
- Costs of suit; and
- Further and/or alternative relief.

A special plea was filed on behalf of Council on the basis that the plaintiffs' claims ought to have been instituted against the district municipality. The special plea will be set down for separate argument and this process is pending. Council's public liability insurer, Guardrisk, was also joined to the proceedings.

Status update – Where we are in the process & the way forward

Our application to have our Special Plea heard separately was filed during the week of 30 January 2023. On 23 February 2023, we duly served and filed our Replying Affidavit. The plaintiffs are opposing the application to have our Special Plea heard separately and filed an answering affidavit to which we responded.

On 1 June 2023, the plaintiffs amended the replication previously filed and they are now averring that because the municipality previously rendered firefighting services in the Elandskraal area, the municipality is prevented from relying on a lack of statutory obligations to do so. Our attorneys of record found no substance in this argument. The application for separation was accordingly enrolled.

The opposed application for separation as mentioned above was heard on 28 January 2025 and judgment was reserved. We have since the last report been informed that judgment was delivered on 29 April 2025 but the electronic communication thereof was delayed. The court found in our favour and also awarded costs in the municipality's favour. Our attorney of record will accordingly prepare the bill of costs for taxation.

We do however still await a trial date for the Special Plea filed and if we are successful during such proceedings that will be the end of this matter since it too late for the district municipality to be joined and the claim also already prescribed. If however we are unsuccessful, the action will proceed in the normal course and the issues pertaining to where, when and how the fire started, whether there was causal negligence on the part of the municipality, whether the conduct of the municipality was wrongful and the quantum of the claims will be ventilated and adjudicated upon. We currently await the set down of the Special Plea – *Status Quo* remains.

3. D Meaker // Knysna Municipality Case No. 88/2022 – High Court

Commencement Date	Legal Costs Spend to date
Mosdell, Pama & Cox: March 2022	R 43 327.28
Brief outline of facts: In March 2022, we received above Combined Summons. The plaintiff in this matter was previously employed by the municipality from November 2007 until 2020 when he retired. The plaintiff in his particulars of claim, sets out as follows: “At all times during the plaintiff’s employment by the defendant, alternatively during or about the period between 2025 and 2020, the defendant was party to a Municipal Assets Commercial Insurance Policy (hereinafter referred to as the ‘the policy’) with Guardrisk Insurance Company Limited (hereinafter referred to as ‘the Insurer’). At all times during the existence of the Policy, the defendant was insured in terms of the Policy against certain defined events, including, <i>inter alia</i>, bodily injury, leading to permanent or temporary disability, cause by accident to any employee of the defendant. At all times during the plaintiff’s employment, and specifically during the period between 2015 and the termination of his employment, the plaintiff as an “insured person” as contemplated in the Policy. On or about 25 July 2017, the plaintiff was seriously injured (hereinafter referred to as “the injury” on his right foot while walking on wooden stairs in the execution of his duties with the defendant. As a result of the plaintiff’s injuries and resultant complications suffered as aforesaid, his right leg was surgically amputated below the knee on 13 March 2019. As an employee of the defendant, the injury and/or amputation made the plaintiff eligible for compensation in terms of the Policy, read with the Municipal Scheme Pre-Renewal Insurance Policy Schedule. It was implied, alternatively tacit, terms of the plaintiff’s contract of employment with the defendant that: • The defendant would take all steps as the Insured in terms of the Policy that were required by the Policy and/or the Insurer to report, register, notify or in other acceptable manner bring the plaintiff’s injury to the knowledge of the Insurer within thirty days or such other period of time as the Insured might find reasonable in terms of the Policy; • The defendant would take all reasonable steps to process the plaintiff’s claim for potential temporary or permanent disability that the plaintiff might suffer as a result of the injury; • The defendant would take all necessary steps to protect the interests of the plaintiff with regards to benefits to which he was entitled to in terms of the Policy; and • The defendant would do all things and take all actions in respect of the previously mentioned, timeously and before the time periods given in the Policy, expire. The defendant, acting by way of its duly authorised employee, for which it is vicariously liable, registered a claim with the Insurer on a date unknown to the plaintiff, but which claim was met by a rejection letter sent by the Insurer to the defendant dated 6 May 2019.	

In terms of the correspondence by the Insurer to the defendant, the defendant had failed to register a claim in respect of the plaintiff's injury in terms of the Policy and was the defendant prohibited from claiming any benefits to which the plaintiff was entitled to in terms of the Policy.

In breach of the terms of its obligations in terms of the plaintiff's contract of employment, the defendant acting by way of its duly authorised employees, for which it is vicariously liable, negligently failed to timeously do all things necessary to register a claim on behalf of the plaintiff with the Insurer in terms of the Policy and failed to protect the interest of the plaintiff flowing from the Policy.

It was, at all times material hereto, within the contemplation of the plaintiff and the defendant, that in the event of the defendant failing to comply with its obligations and being in breach of the implied terms of the contract, the plaintiff would not be entitled to receive benefits in terms of the Policy, would thereby suffer damages, and that the defendant would be liable to compensate the plaintiff for such damages.

Should the defendant have performed in terms of the contract, the plaintiff would have been entitled to receive a permanent disability benefit equal to his annual earnings in terms of his contract of employment, as well as an additional R 20 000,00 in respect of medical expenses.

At the time of the amputation the plaintiff was earning approximately R 350 000.00 per annum. Had the plaintiff not suffered the amputation, he would have been employed until the age 65 years, during which employment he would have received his normal salary. In the circumstances the plaintiff has suffered a loss as follows:

- R 2 100 000.00 in respect of his notional permanent disability benefit; and
- R 20 000.00 in respect of medical expenses.

In the premises, the defendant is liable to the plaintiff, for damages due to breach of contract, in the sum of R 2 120 000.00.

Further, in the premises, the defendant is liable to the plaintiff for interest on the applicable legal interest rate.

WHEREFORE, the plaintiff claims against the defendant as follows:

- a) Payment of the sum of R 2 120 000.00 as and for damages;
- b) Interest on the aforesaid amount at the applicable legal rate *a temporae morae*;
- c) Cost of suit, together with VAT thereon;
- d) Further and/or alternative relief.

Status update – Where we are in the process & the way forward

A judicial case management conference was convened but the matter is however not yet trial-ready.

4. Eskom Holdings SOC Limited // KM // Municipal Manager – High Court CASE 46/19

Commencement Date	Legal Costs Spend to date
Bula Bula Inc. January 2019	R 128 298.25
Brief outline of facts: The applicant instituted review proceedings against council wherein the seek an order for the following:	

- that the decision of the municipality to refuse Eskom's application for rezoning of a property described as Portion 52 of Farm Westford No. 191 be reviewed, corrected and set aside;
- that the decision of the municipality aforesaid be substituted with an order that the application for rezoning be granted;
- alternatively, that the matter be remitted back to the municipality with directions to make the decision afresh; and
- that the municipality pays the cost of application.

Status update – Where we are in the process & the way forward

Upon consultation with counsel, a proposal letter for settlement was drawn up and forwarded to the attorneys for the applicant. The content of the settlement was for the applicant to withdraw the matter; to re-submit their land use application and for each party to pay their own cost.

To date we have not received any feedback on above proposed settlement. Due to the dormant nature of this matter, we subsequently instructed our attorneys of record to proceed with an application to strike out the matter. On 24 March 2023, our attorneys received communication from the applicant that they will no longer pursue this matter. The department as such advised that the applicant files a Notice of Withdrawal to bring this matter to finalization. We await the filing of the Notice of Withdrawal – *status quo* remains.

5. Waxa // KM // Speaker of KM // KM's Disciplinary Committee // MEC for Local Government – High Court

Commencement Date	Legal Costs Spend to date
Bula Bula Inc: January 2019	R 601 711, 95
Brief outline of facts: A semi-urgent application was brought against council by former councillor, V Waxa, who applied to court for the following: Part A: An interdict to restrain the IEC from holding by-elections on 13 February 2019 for the election of a ward councillor for ward 4, Knysna; and Part B: An order to review and set aside the decision to remove him as a councillor of the Knysna Municipality. On 11 February 2019, Part A of the application was heard on an urgent basis and was dismissed with costs including costs of two counsels. On 20 January 2021, the bill was taxed for an amount of R 192 096, 92 which the applicant failed to pay.	
Status update – Where we are in the process & the way forward A writ of execution was subsequently issued and taken to the Sheriff. Part A: During March 2023, we provided the municipality's banking details to our attorneys of record. The Applicant's wife will be making monthly instalments to pay off above-mentioned amount as awarded under the cost order against the applicant. Part B: On 5 December 2019, the applicant's attorney filed an application to compel and an application to strike out which we opposed. However, the applicant is silent on the timeframes within which we are required to file our answering affidavits, and they have not yet responded to our letter wherein we required if the matter has been set down for hearing. Above <i>status quo</i> remains as there have been no further developments. The applicant was, however, successful in his leave to appeal	

his conviction which was overturned. This led to applicant being released and we await feedback from attorney of record on how best to proceed with this dormant matter.

6. Lopes // DA // Executive Mayor //KM Case 17727/2022 – High Court

Commencement Date	Legal Costs Spend to date
Nandi Bula Bula Inc: 25 October 2022	R 172 500.00
Brief outline of facts: On 25 October 2022, the Knysna Municipality, the AMM and various political office bearers, were served with a Notice of Motion on an urgent basis by the attorneys representing the Democratic Alliance and the 1 st applicant, Councillor Lopes. The applicants intend to direct the court for an order: 1. Dispensing with the ordinary rules for time limits and service as provided for in the Uniform Rules of Court, and directing that this application be heard on an urgent basis in terms of rule 6 (12); 2. Declaring the 8th respondent's decision, (Council's), on 16 September 2022 in resolution SC03/09/22 inconsistent with the Constitution of the Republic of South Africa, 1996 invalid; 3. Declaring the appointments of the 10th – 16th respondents (the appointees), to the various roles envisaged in resolution SC03/09/22 on or around 3 October 2022, inconsistent with the Constitution and invalid; 4. Setting aside the decision in paragraph 2; 5. Declaring that the 2nd, 4th, 6th respondents (A Tsengwa, A Marbi & M Skosana), are personally liable for the irregular, or fruitless and wasteful expenditure related to the appointments in paragraph 2 in terms of section 32(1) of the Local Government: Municipal Finance Management Act 5 of 2003; 6. Directing the 2nd, 4th and 6th respondents to pay the costs of the application, including the costs of counsel, jointly and severally, in their personal capacities, on an attorney-client scale.	
Status update – Where we are in the process & the way forward It was subsequently decided in accordance with Council's approved System of Delegations that the matter be opposed. Our attorney of record duly drafted and filed our Notice of Intention to Oppose. This matter was heard together with another Lopes matter under Case 19228/2022 was heard on 11 May 2023. Judgment was subsequently delivered on 6 February 2024 and it was ordered as follows: a) the applications in Case number 17727/22 and Part B of Case number 19228/22 are dismissed. b) the first (Speaker), third (AMM), fifth (Council), sixth (EM), seventh (DEM), eighth (Knysna Municipality), respondents, as cited in Case number 19228/22, are jointly and severally liable, the one paying the other(s) to be absolved, to pay the wasted costs occasioned by the postponement of Case Numbers 17727/22 and 19228/22 on 11 May 2023, which costs shall include the cost of two counsel. On 16 February 2024, we were informed by our attorneys of record that the 2 nd applicant in these matters, the Democratic Alliance, submitted an application for leave to appeal to the Constitutional Court. In terms of a decision by the Municipal Manager, the application for leave to appeal was opposed and a short answering affidavit was subsequently filed. The application for leave to appeal submitted to the CC was heard on 18 June 2024 and the court ordered as follows:	

“The Constitutional Court has considered the application for leave to appeal directly to it and has concluded that no case has been made out for a direct appeal. The matter also appears to be moot. Consequently, leave to appeal is refused”.

The applicants also applied for leave to appeal to the SCA, which was granted and heard on 16 May 2025. Judgment was delivered on 20 October 2025 and the SCA ordered as follows:

“It is not in the interest of justice to consider the appeal, as the decision sought will have no practical effect. The appeal, accordingly, falls to be dismissed with costs, including those of two counsels”. The practical implication is thus:

- The High Court decision by Maher J stand and the meaning thereof was that no normal R&S process needs to be followed to appoint support staff (thus: Regulation 14 -20 of the Municipal Staff Regulations). However, any processes and determinations that we have to comply with in the preceding regulations, must be adhered to.
- The process to appoint support staff it must be an *interpretation of a suite of regulations, policies and guidelines within the context of a specific set of facts and a fluid political environment. interpretation of a suite of regulations, policies and guidelines within the context of a specific set of facts and a fluid political.* Thus, if aforesaid regulations 14 -20 is not applicable, Council will have to develop a policy framework outlining such processes.

We will have to recover our cost and it will be set off against the wasted costs granted against the municipality in the High Court proceedings. We await feedback on the taxation of the bill of costs.

7. Lopes // Democratic Alliance // Speaker of Council //Acting Municipal Manager // Knysna Municipality & Various Others - Case No. 19228/2022 – High Court

Commencement Date	Legal Costs Spend to date
Nandi Bula Bula Inc: 14 November 2022	R 479 133.46
Brief outline of facts: On 14 November 2022, the Knysna Municipality, the AMM and various political office bearers, were served with a Notice of Motion on an urgent basis by the attorneys representing the Democratic Alliance and the 1 st applicant, Councillor Lopes. The applicants sought to direct the court for an order: Part A: 1. That pending the finalization of the application in case 17727/2022 and the relief sought in Part B of the notice of motion, including all appeals, the 1st, 3rd, 6th, 7th and 8th respondents (the Speaker, AMM, Executive Mayor, Deputy Mayor and Knysna Municipality), are not to pay, and otherwise proceed with or implement the appointments of the 9th to 16th respondents; 2. That the relief in Part B is to be heard with the application in case number 17727/2022; 3. That the costs of this application will be determined with the application in case number 17727/2022 and the relief sought in Part B; 4. Further and/or alternative relief. Part B: 1. Dispensing with the ordinary rules for time limits and services as provided for in the Uniform Rules of Court, and directing that the application be heard on an urgent basis in terms of rule 6(12); 2. Declaring the 1st respondent’s decision (the Speaker) on 7 November 2022 to call an “in committee” and closed session meeting of the 8th respondent (Council) inconsistent with the Constitution of the Republic of South Africa, 1996 and invalid; 3. Setting aside the decision in paragraph 2;	

4. Declaring the 8th respondent's decision on 8 November 2022 in resolution SC01/11/22IC, inconsistent with the Constitution and invalid;
5. Setting aside the decision in paragraph 4;
6. Declaring that councillors do not breach item 11 of schedule 7 to the Local Government: Municipal Structures Act 117 of 1998 should they disclose information discussed at closed sessions of a municipal council when applying to judicially review decisions taken at closed sessions of that council;
7. In the alternative to paragraph 6, and to the extent necessary, declaring item 11 of schedule 7 to the Local Government: Municipal Structures Act 117 of 1998, inconsistent with the Constitution and invalid to the extent that item 11 prohibits the disclosure of information for the purposes of judicial review;
8. Declaring that the 2nd and 4th respondents (M Skosana and R Butler) are personally liable for the irregular, or fruitless and wasteful expenditure related to the decision in paragraph 2 in terms of section 32(1) of the Local Government: Municipal Finance Management Act 56 of 2003;
9. Directing the 2nd and 4th respondents to pay the costs of this application, including the costs of two counsel, one counsel being senior counsel, jointly and severally, in their personal capacities, on an attorney-client scale; and
10. Further and/or alternative relief.

It was subsequently decided in accordance with Council's approved System of Delegations that the matter be opposed. Our attorney of record duly drafted and filed our Notice of Intention to Oppose and our answering affidavits. Part A was subsequently heard on 17 November 2022 and on 25 November 2022, judgment was delivered and the court ordered as follows:

1. that pending the finalization of the application in case number 17727/2022 and the relief sought in part B of this notice of motion, including all appeals, the 1st, 5th, 6th, 7th and 8th respondents (the Speaker, Council, Executive Mayor, Deputy Mayor and the Knysna Municipality), are not to pay and otherwise proceed with or implement the appointments of the 9th to 16th respondents;
2. the relief sought in Part B is to be heard with the application in case number 17727/2022; and
3. the costs of the application will be determined with the application in case number 17727/2022 and the relief sought in part B.

Status update – Where we are in the process & the way forward

After above-mentioned judgment under Part A, heard on 25 November 2022, the office of the AMM addressed letters to the appointees advising on the outcome of the court and requesting said appointees to vacate their respective workstations.

It was subsequently also decided that the judgment under Part A not be appealed, and we await the outcome of the court as Part B was heard under the main application, Case 17727/2022, on 11 May 2023.

Part B:

Judgment was subsequently delivered on 6 February 2024 and it was ordered as follows:

- a) The applications in Case number 17727/22 and Part B of Case number 19228/22 are dismissed;
- b) The first (Speaker), third (AMM), fifth (Council), sixth (EM), seventh (DEM), eighth (Knysna Municipality), respondents, as cited in Case number 19228/22, are jointly and severally liable, the one paying the other(s) to be absolved, to pay the wasted costs occasioned by the postponement of Case Numbers 17727/22 and 19228/22 on 11 May 2023, which costs shall include the cost of two counsel.

On 16 February 2024, we were informed by our attorneys of record that the 2nd applicant in these matters, the Democratic Alliance, submitted an application for leave to appeal to the Constitutional Court. In terms of a decision by the Municipal Manager, the application for leave to appeal was opposed and an answering affidavit was subsequently filed.

The leave to appeal application was heard on 18 June 2024 and the court ordered as follows:

“The Constitutional Court has considered the application for leave to appeal directly to it and has concluded that no case has been made out for a direct appeal. The matter also appears to be moot. Consequently, leave to appeal is refused”.

The applicants also applied for leave to appeal to the SCA, which was granted and heard on 16 May 2025. Judgment was delivered on 20 October 2025 and the SCA ordered as follows:

“It is not in the interest of justice to consider the appeal, as the decision sought will have no practical effect. The appeal, accordingly, falls to be dismissed with costs, including those of two counsels”. The practical implication is thus:

- The High Court decision by Maher J stand and the meaning thereof was that no normal R&S process needs to be followed to appoint support staff (thus: Regulation 14 -20 of the Municipal Staff Regulations). However, any processes and determinations that we have to comply with in the preceding regulations, must be adhered to.
- The process to appoint support staff it must be an *interpretation of a suite of regulations, policies and guidelines within the context of a specific set of facts and a fluid political environment.* interpretation of a suite of regulations, policies and guidelines within the context of a specific set of facts and a fluid political. Thus, if aforesaid regulations 14 -20 is not applicable, Council will have to develop a policy framework outlining such processes.

We will have to recover our cost, and it will be set off against the wasted costs granted against the municipality in the High Court proceedings. We await feedback on the taxation of the bill of costs.

8. CG Troskie // JP Walters // Knysna Municipality – High Court Case 19432/22

Commencement Date	Legal Costs Spend to date
Stadler & Swart Att: 21 November 2022	R 25 762.88
Brief outline of facts: On 21 November 2023, we were served with a Combined Summons issued against the 1 st defendant, one JP Walters and the Knysna Municipality, as the 2 nd defendant. The cause of action in this matter relates to an alleged ‘illegal braai structure’ erected on the property of the 1 st defendant. The plaintiff seeks the court for the following order: 1. that the illegal structure be immediately demolished; 2. that the 1st and 2nd defendants are jointly and severally ordered to pay the plaintiffs costs, as between attorney and client; and 3. further and/or alternative relief.	
Status update – Where we are in the process & the way forward The relevant officials consulted with our attorney of record and the AMM at the time, in terms of Council’s approved System of Delegations decided that the matter be opposed. Our Notice to Oppose was duly filed. On 7 March 2023, our attorney of record advised that the 1 st defendant demolished the ‘braai’ structure and as such, the parties have to agree on the costs. We advised that we will only agree to the withdrawal	

of the matter if plaintiff tenders our costs. A draft bill of costs has since been prepared and we await a settlement offer – *status quo* remains.

9. Ambrose Trading & Others // KM & Others Case 18193/23

Commencement Date	Legal Costs Spend to date
12 December 2023 Harker Attorneys	R 14 881.00
Brief outline of facts: On 12 December 2023, we were served with a Notion of Motion, (NOM) whereby the MEC seeks the following order: 1. Directing the 1st, 5th, 6th, 7th and 8th respondents (the municipality, the Mayor, the MM, Sandile Ngqele and Anthony Bans) to take whatever steps may be necessary and in accordance with the municipality's Roads & Traffic By-law of 1 Sept 2020, with immediate effect to ensure that: 1.1 taxis operated by the 2nd, 3rd, 4th respondents (Knysna Taxi Association, Uncedo Taxi Association and Garden Route Taxi Association) and/or any other taxis operated by other taxi operators or individuals, refrain from using any part of Union Street in Knysna for illegal parking purposed, a temporary holding bay, a holding bay, a holding bay or taxi rank at any time; 1.2 taxi's only use the designated taxi holding are situated on the Corner of Waterfront Drive and Long Street, with entrance on Queen Street Knysna, or any other suitable area in or around Knysna which can be utilizes as a holding area for taxis; 1.3 any taxis committing any parking infringement in Union Street or failing to abide by provisions of paragraphs 1.1 to 1.2 above, to be immediately removed. 2. That the 1st, 5th, 6th, 7th and 8th respondents (the municipality, the Mayor, the MM, Sandile Ngqele and Anthony Bans, be ordered to take all necessary steps to ensure compliance with the above obligations emanating from prayers 1.1 -1.3 above, within 10 days of such order has been granted. 3. That in the event that the 1st, 5th, 6th, 7th and 8th respondents (the municipality, the Mayor, the MM, Sandile Ngqele and Anthony Bans), fail to comply with the relief sought in paragraph 1.3 above, that leave be granted to the applicants to approach the court on the same papers, duly amplified and supplemented, for an order authorising their immediate removal of the taxis and directing and authorising the sheriff and SAPS, to assist the applicants in giving effect to the provisions of such order, if necessary and for which removal costs the respondents will be liable. 4. That on the granting of the above relief, interdicts be granted against the 2nd, 3rd, 4th respondents (Knysna Taxi Association, Uncedo Taxi Association and Garden Route Taxi Association). Above relates to the taxi's parking near the vicinity of the Food Lovers premises in Union Street after moving due to the unbearable conditions at the temporary taxi holding bay next to the Waste Transfer Station. Status update – Where we are in the process & the way forward The NOM was accordingly circulated to the relevant officials and political office bearers in accordance with Council's approved Systems of Delegations. As per instruction of the MM, a Notice to Oppose was filed. Our attorney of record is currently considering how best to resolve this matter and looking at alternative sites for the temporary taxi holding bay. We have subsequently filed our answering affidavits and await further action to be taken by applicants. <i>Status quo</i> remains.	

10. M Launder // Knysna Municipality – Case 39/24

Commencement Date	Legal Costs Spend to date
5 February 2024	No attorneys appointed
Brief outline of facts: On 5 February 2024, we were served with a Combined Summons in terms of which the whole cause of action, being a motor vehicle collision with a pothole, allegedly arose within the jurisdictional area of the Knysna Municipality – 145 Bibby's Hoek Road. The plaintiff accordingly seeks damages and seeks a court order for the following: a) Judgment in favour of the plaintiff for the payment of the amount of R 47 8853, 57; b) Interest on the aforesaid amount at the prescribed interest rate per annum from the date of the demand to the date of payment; c) Further and/or alternative relief; d) Cost of suit.	
Status update – Where we are in the process & the way forward The Combined Summons was submitted to our Insurer in order to determine whether the claim for damages falls within our Public Liability Cover. Matter is being dealt with by the attorneys for our Insurer.	

11. SMS Sohn // Knysna Municipality Case 150/2024

Commencement Date	Legal Costs Spend to date
5 March 2024	No attorneys appointed, Summons submitted to our Insurer for consideration under our Public Liability Cover.
Brief outline of facts: During March 2024. we were served we were served with a Combined Summons, whereby the Plaintiff, Stella Margaret Stacey Sohn, prays for the following judgment: a) Payment of the capital sum of R 503 000,00; b) Interest at the prevailing rate of interest on the amounts awarded in the judgment as allowed by law and/or statute; c) Cost of suit including VAT; an d) Further and/or alternative relief. Above relief sought is based on the plaintiff alleging that she fell into an open manhole in Tide Street, Knysna, part of the municipal sewerage system maintained by the municipality. The Plaintiff inter alia alleges that at all times had a legal duty to ensure that adequate measures are taken in all areas under our control to which members of the public had unrestricted access to, to safeguard members of the public against any dangers and/or potential dangers; and to ensure that a proper system of inspection and maintenance of manholes are done. It is thus alleged that we are in breach of a legal duty and based on or wrongful and negligent conduct, we are responsible for the payment of damages.	
Status update – Where we are in the process & the way forward The Combined Summons was submitted to our Insurer to consider under our Public Liability cover. Matter is being dealt with by the attorneys for our Insurer.	

12. Knysna Municipality // J Bond. Eviction Proceedings, Erf 101, Knysna

Commencement Date	Legal Costs Spend to date
20 March 2024 Harker Attorneys	R 12 696.00
Brief outline of facts: During March 2024, after various complaints concerning an illegal occupation of Erf 101, Karatara, the Municipal Manager, instructed Harker Attorneys, to commence with eviction proceeding against Mr Bond. Prior to said instructions, the department drafted correspondence to Mr Bond to voluntarily demolish his structure erected on the property and to vacate same. Failure to adhere to this led to the formal instruction. We have informed our attorneys of record to first arrange for a meeting with the occupier to see whether a voluntary vacation would be an option. We are currently waiting on our Housing department to advise as to whether the occupier and his family can be accommodated with an emergency housing kit.	
Status update – Where we are in the process & the way forward Instruction to attorney of record to be done upon feedback from our Housing department – Founding affidavit was drafted and filed. We await the filing of answering affidavits, but we have been informed that the dwelling has burned down, and we await feedback from attorney of record as to whether we should still proceed with the application for eviction. <i>Status quo</i> remains.	

13. Accountability Group // KM // MM // Various Councillors // Grey Elephant Investments, the Rex Extension and the Gallery Body Corporate High Court Case 551/24

Commencement Date	Legal Costs Spend to date
30 September 2024	Lulama Prince Attorneys R 626 775.63
Brief outline of facts: On 30 September 2024, we were served with a Notice of Motion whereby the Applicant, the Accountability Group seeks the following order: - reviewing and setting aside the resolution taken by the Knysna Council on 22 August 2024 with reference number C20/08/24 ("the resolution"). - declaring the resolution to be unlawful, inconsistent with the Constitution and invalid. - declaring that the 3rd to 13th respondent's action in voting in favour of the passing of the resolution to be irrational and against the principle of legality. - declaring that the 3rd to 13th respondents failed to take relevant considerations and the policies of the Knysna Municipality into account in writing off the debt and appointing debt collectors. - directing the council and municipality to institute legal steps to recover the full amount due, owing and payable by Grey Elephant Investments, the Rex Extension and the Gallery Body Corporate in accordance with its policies. - declaring the letter written by the Mayor on 30 April 2024 to be invalid and of no force and effect as it was unauthorised, unlawful and not rationally connected to the provisions of the debt Write Off Policy of the municipality. - declaring the letter written by the AMM on 2 August 2024 to be invalid and of no force and effect as it was unauthorised, unlawful and not rationally connected to the provisions of the debt Write Off Policy of the municipality. - directing the municipality not to pay any amount in rental to Grey Elephant Investments pending the finalisation of this application and the determination of the liability of Grey Elephant Investments, the Rex Extension and the Gallery Body Corporate, to the municipality.	

- i) ordering the 3rd – 13th respondents to pay the costs of the application jointly and severally, on scale as between attorney and client the one to pay, the others to be absolved.
- j) ordering the municipality, the AMM, Grey Elephant Investments, the Rex Extension and the Gallery Body Corporate to pay costs occasioned by their opposition of the matter should they choose to oppose; and
- k) further and or alternative legal relief.

Status update – Where we are in the process & the way forward

The councillors cited as respondents, applied for legal representation, which was approved by the respective decision makers. The AMM, under his delegated powers, opted to file a Notice to Oppose for the 1st respondent, the Knysna Municipality. The councillors cited, also filed Notices to Oppose. The filing of said notices was subject to the finalisation of a detailed legal opinion on the prospect of success in defending the matter and how best to proceed.

The legal opinion was duly considered by Council and on 26 February 2025 Council rescinded its prior resolutions to write off the debt. This was communicated with the applicant who enquired whether Council would cover its legal costs incurred. An item served before Council with regards to the payment of applicant's legal fees and Council resolved that we only pay the taxed costs. This was conveyed to our attorney of record and we await same.

14. Accountability Group // Minister of GOGTA// KM // MM // Executive Mayor // MEC for Local Government WC & Others High Court Case 22315/24

Commencement Date	Legal Costs Spend to date
31 October 2024	Mosdell, Pama & Cox R 170 045.75
Brief outline of facts: On 31 October 2024, we were served with a Notice of Motion whereby the Applicant, the Accountability Group seeks the following order: <u>Part A: Declarations & Mandamus:</u> 1. An order declaring that the 2nd respondent, Knysna Municipality, the 3rd respondent, the AMM, the 4th respondent, the Executive Mayor and the 6th – 26th respondents' (all councillors) ongoing and persistent failure to fulfil the objects imposed upon local government, by failing to provide democratic and accountable government for local communities, failing to ensure the provision of services to communities in a sustainable manner, failing to promote social and economic development, failing to promote a safe and healthy environment and failing to encourage the involvement of communities in the matters of local government; and failing to structure and manage its administration and budgeting and planning processes to give priority to the basic needs of the community and to promote the social and economic development of the community, to be inconsistent with the Constitution of the Republic of South Africa, 1996, particularly ss 24, 25, 17 (1)(b), 33, 152, 195 and 237. 2. A mandamus, subject to the granting of the structural relief requested in part B, to direct the 1st respondent, Minister of COGTA, to comply with section 139 (7) of the Constitution of the Republic of South Africa by: 2.1 Intervening in the affairs of the 2nd respondent, the Knysna Municipality, terms of section 139 (5) of the Constitution of the Republic of South Africa as the Provincial Executive having issued a notice in terms of section 139(1) of the Constitution, did not take the intervention any further; 2.2 Dissolving the 2nd respondent's, the Knysna Municipality's municipal council in terms of section 139 (5) (b), the municipality having failed to implement the necessary revenue raising measures required to give effect to the recovery plan and having an unfunded budget,	

Alternatively,

- 2.3 Directing the 5th respondent, the MEC for Local Government, Environmental Affairs & Development Planning in the Western Cape, to dissolve the 2nd respondent's, the Knysna Municipality's municipal council in terms of section 139 (5) (b) of the Constitution and section 3494) of the Local Government Structures Act 117 of 1998, the municipality having failed to implement the necessary revenue raising measures to give effect to the recovery plan and having an unfunded budget.
- 2.4 Appointing a suitable administrator(s) with the required competency levels in terms of the Municipal Regulations on minimum competency preferably with a successful track record as administrator to ensure the continued functioning of the 2nd respondents, the Knysna Municipality, until a new municipal council is elected.

Alternatively,

- 2.5 Instructing the 5th respondent, MEC for Local Government, to appoint a suitable administrator or administrators to ensure the continued functioning of the 2nd respondent, the Knysna Municipality, until a new municipal council is elected in terms of section 35 of the Local Government Municipal Structures Act 117 of 1998.

Part B: Structural Relief

(Please note that the below is the numbering as per the NOM, it goes from 2.5 – 8.1

- 8.1 An order directing the 5th respondent, the MEC for Local Government, to determine the functions and powers of the administrator or administrators in accordance with section 3592) of the Local Government Structures Act and to publish same in the Provincial Gazette and file same with the 1st respondent, Minister of COGTA, and with the honourable court within 14 days of the date of the order and that these functions and powers shall include but not be limited to:
 - 8.1.1 all the appropriate powers to fulfil the functions of the council of the 2nd respondent, the Knysna Municipality, including assuming the executive and legislative responsibility that vested in council until the election of a new council of the 2nd respondent vests in the administrator;
 - 8.1.2 establishing an effective and functioning oversight committee in consultation with suitably qualified professional experts from the community who have been assisting the 2nd respondent, the municipality, together with senior officials of the municipality in promotion of the objects contained in section 152(e) of the Constitution;
- 8.2 An order directing the 1st and 5th respondents, the Minister of COGTA and the MEC for Local Government, to second to the administrator a competent support team, including budget and income experts from Treasury, engineers and experts to assist with infrastructure challenges from MISA (Municipal Support Infrastructure Agent) and other experts in the fields requiring intervention.
- 8.3 An order directing the 5th respondent, the MEC for Local Government, to ensure that the appointed administrator furnished the 1st and 5th respondents, the Minister of COGTA and the MEC for Local Government, with a detailed recovery plan in respect of the 2nd respondent, the municipality, including but not limited to the following:
 - 8.3.1 Addressing the budget and implementing measures to ensure the budget moves credibly from unfunded to funded to ensure that services can be provided to the community as envisaged in section 152(1)(b) of the Constitution and to promote social and economic development as envisaged in section 152(1)(c) of the Constitution;
 - 8.3.2 Addressing revenue raising measures to improve the liquidity of the 2nd respondent, the municipality, by ensuring that all monies due to it are collected and by enforcing compliance with the by-laws and policies;
 - 8.3.3 Addressing and taking the necessary steps required to rescind unlawful resolutions taken by Council;

- 8.3.4 Addressing and taking the necessary steps required to ensure that the Supply Chain Policy is adhered to and measures to be taken to investigate all contracts that have resulted in deviations and irregular expenditure;
- 8.3.5 Addressing the steps required to fund the repairs of the 2nd respondent's aging and failing infrastructure and equipment in consultation with the oversight committee;
- 8.3.6 Addressing the directives and pre-directives that have been issued to the 2nd respondent, the municipality in consultation with experts in the environmental filed from the oversight committee;
- 8.3.7 Addressing the steps required to deal with the criminal charges that have been laid in respect of the contraventions of NEMA to enable the 2^d respondent, the municipality, to promote a safe and healthy environment in accordance with section 152(1)(d);
- 8.3.8 Addressing the complete lack of oversight with the dysfunctionality of MPAC, the oversight committee to ensure that the 2nd respondent, the municipality, provides compliance with the regulations as provide for in section 15291) (a) of the Constitution;
- 8.3.9 Addressing and taking steps to ensure that checks and balances are put in place within the 2nd respondent, the municipality, to curb potential political interference in the administration including implementing a training programme aimed at ensuring that officials and new councillors are made aware of legislative requirements and the obligations imposed on them in terms of the legislation.
- 8.3.10 Set measurable, periodic deadlines for progress.

8.4 The plan to be made available on the website of the 2nd respondent, the municipality.

9. Directing the 5th respondent, the MEC for Local Government, to ensure that the administrator provides a timeline with regards to by-elections that must be held within 90 days from the date of the dissolution of council within 14 days of his/her appointment.
10. Requesting the court at any stage and of its own accord, after having heard submissions by the parties, to make any further orders or directives that it deems fit.
11. That the 1st respondent, the Minister of COGTA be ordered to pay the costs of the matter jointly and severally with any respondent who opposes the relief sought in the application.
12. Further and/or alternative legal relief.

Status update – Where we are in the process & the way forward

This matter served before Council and Council inter alia resolved that Council, the Executive Mayor and the Municipal Manager must defend the relief sought and in the event that should any of the other councillors who were also cited, opted to apply for legal representation, such application not be approved.

Our attorneys of record subsequently filed our Notice to Oppose and our Answering Affidavit in February 2025. To date no further action has been taken by applicant and the *status quo* remains.

15. Grey Elephant (Pty) Ltd // Knysna Municipality High Court Case 22365/24

Commencement Date	Legal Costs Spend to date
10 December 2024	Joubert, Galpin & Searle Attorneys R 2 082 028.00
Brief outline of facts: On 10 December 2024, we were served with a Notice of Motion whereby the Applicant, the Accountability Group seeks the following order: 1) Declaring that the municipality's 2023/2024 and 2024/2025 Tariff Policies are unlawful and ultra vires, the municipality's Tariffs By-law 2008, the Tariff By-law 2019, the Local Government: Municipal	

Systems Act 32 of 2000 insofar as the 2024 Tariff Policy and the 2025 Tariff Policy, respectively permit the municipality to:

- 1.1. Levy a fixed basis services charge for water on business consumers, per premises / per business unit / per shop unit / per hotel room per annum as contemplated by section 9.2 of the 2024 Tariff Policy.
 - 1.2. Levy a fixed basis services charge for water on business consumers, per number of business units or shops or hotel rooms per annum, contemplated by section 9.2 of the 2025 Tariff Policy.
 - 1.3. Levy a fixed basis services charge for wastewater/sewage on business consumers, per the number of business units or shops or hotel rooms on the erf per annum, as contemplated by section 9.5 of the 2024 Tariff Policy;
 - 1.4. Levy a fixed basis services charge for wastewater/sewage on business consumers, per the number of business units or shops or hotel rooms on the erf per annum, as contemplated by section 9.5 of the 2025 Tariff Policy;
- 2) In the alternative to paragraph 1.1 above, and only in the event that the Court finds that it is lawful for the municipality to levy a basic services charge for water for business consumers per premises, per business unit, per shop unit in terms of section 9.2 of the municipality's 2024 Tariff policy, directing the municipality to apply the commercial consumption charge rising block tariff provided for in section 9.2(b) of the 2024 Tariff Policy; and/or the commercial building size rebate provided for in section 9.2 (c) of the 2024 Tariff Policy, whenever it levies a basic services charge for water for business consumers in terms of section 9.2 of the municipality's Tariff Policy.
 - 3) In the alternative to paragraph 1.2 above, and only in the event that the Court finds that it is unlawful for the municipality to levy a basic services charge for water for business consumers per number of business units or shops or hotel rooms on the erf in terms of section 9.2 of the municipality's Tariff Policy, directing the municipality to apply the commercial consumption charge rising block tariff provided for in section 9.2 (b) of the 2025 Tariff Policy, whenever it levies a basic services charge for water for business consumers in terms of section 9.2 of the municipality 2025 Tariff Policy.
 - 4) In the alternative to paragraph 1.3 above, and only in the event that the Court finds that it is unlawful for the municipality to levy a fixed basic service charge for wastewater/sewage for business properties on business consumers (per premises, business unit, shop unit or per hotel room per annum) in terms of section 9.5 of the 2024 Tariff Policy, directing the municipality to apply the commercial building size rebate provided for in section 9.5 of the 2024 Tariff Policy, whenever it levies a basic services charge for sewerage for business consumers in terms of section 9.5 of the municipality's 2024 Tariff Policy.
 - 5) In the alternative to paragraph 1.4 above, and only in the event that the Court finds that it is lawful for the municipality to levy a fixed basic charge for wastewater/sewage for business properties (per number of business units or shops or hotel rooms per annum) in terms of section 9.5 of the 2025 Tariff Policy, directing the municipality to apply the commercial building size rebate provided for in section 9.5 of the 2025 Tariff Policy, whenever it levies a basic services charge for sewerage on business consumers, including the applicant in terms of section 9.5 of the 2025 Tariff Policy.
 - 6) Declaring that the municipality has for the period 1 July 2023 to date unlawfully charged the applicant for the removal of 6 240 refuse bins (that is, 30 refuse bins three times per week, or 390 refuse bins per month) in terms of section 9.4(a)(i) of the municipality's Tariff Policy, 2023/2024 and section 9.4 (a)(i) of the municipality's 2024/2025 Tariff Policy, in circumstances where the municipality has in fact only removed 3 711 refuse bins in the aforesaid period.
 - 7) Declaring that the municipality has since 1 July 2023, unlawfully levied electricity charges on the applicant in terms of Bulk Tariff 7A in terms of a purported notified demand of 1 200va AND 1 160Kva (in respect of the two respective electrical connections) in circumstances where the applicant had duly and timeously notified the municipality in writing that its notified maximum demand is 800Kva and 600Kva respectively.
 - 8) Directing the municipality to amend the municipal services account rendered to the applicant for the period 1 July 2023 to date in accordance with the orders in paragraph 1 to 7 above.

- 9) Directing that the municipality to amend its tariff policies in accordance with the orders in paragraphs 1 to 7 above.
- 10) Directing that the municipality shall ensure that all municipal services accounts rendered to the applicant and to all affected ratepayers within the jurisdiction of the municipality from the date of this order are rendered in accordance with the orders in paragraphs 1 to 7 above.
- 11) Directing the municipality to pay the costs of the application on Scale C including the costs of counsel in the event of opposition.
- 12) Granting the applicant such relief and/or alternative relief as the Court may deem fit.

Status update – Where we are in the process & the way forward

This matter served before Council and Council subsequently resolved that it be opposed. Attorneys were appointed and a Notice to Oppose was duly filed.

An interlocutory application was subsequently drafted and served on applicant. This matter was set down for hearing on 11 September 2025 but due a postponement was only heard on 12 and 13 February 2026. Judgment was accordingly reserved.

16. Grey Elephant Investments // Knysna Municipality – Case 193/2025 Rule Nisi Interdict Order:

Commencement Date	Legal Costs Spend to date
24 April 2025	Joubert, Galpin & Searle R 365 252.05
Brief outline of facts: Emanating from the Grey Elephant application, listed under Litigation matter No. 23 above, to declare unlawful Council's 2024/2025 and 2025/2026 Tariff Policies, the administration commenced with recovery of the undisputed debt owed by Grey Elephant. During April 2025, two letters of demand we submitted to Grey Elephant for the following: 1. <u>Letter of Demand delivered:</u> Undisputed rates & service charges from 1 July 2023 – 31 October 2024 to the value of R 19 100 044.13. We demand payment within 7 calender days, no later than 24 April 2025. Failing which, it was advised that the municipality will disconnect the supply of all services. 2. <u>Letter of Demand delivered:</u> Demand to pay percentage of accounts rendered: 1 November 2024 – 1 May 2025 to the value of R 7 586 029.92. We demanded payment within 7 calender days, no later than 24 April 2025. Failing which, it was advised that the municipality will disconnect the supply of all services. Subsequent to above, Grey Elephant indicated that they were willing to pay an amount of R 7 million in two instalments and then R 350 000 per month under the main application under Case 22365/2024 is heard. The offer was not accepted, and the administration disconnected the electricity supply to the premises on 25 April 2025. Due to above disconnection, Grey Elephant approached the Eastern Circuit Local Division, High Court, to obtain a rule nisi Interdict whereby it was ordered that: 1. The applicant's (Grey Elephant) non-compliance with the Rules of Court relating to service and time periods and directing the application to be heard as one of urgency in terms of Rule 6 (12) of the	

Uniform Rules of Court is condoned, and it be directed that the applicant gives oral evidence in support of the application;

2. A Rule Nisi is hereby ordered directing the respondent to forthwith restore the applicant's electricity supply, which was disconnected on Friday, 25 April 2025.
3. The respondent, the municipality, may anticipate the return date by giving (two) court days' notice.
4. The transcript of the proceedings is to be transcribed on an urgent basis and served on the respondent on or before 30 April 2025; and
5. Costs stand over for later determination.

Status update – Where we are in the process & the way forward

The Return date for the interdict was set down for 6 June 2025 and during such court proceedings it was agreed by the parties that the matter be postponed until 11 September 2025, on which date the application under Case 22635/24, will also be heard. The aforesaid matter is the application by Grey Elephant to inter alia declare unlawful Council's 2024/2025 and 2025/2026 Tariff Policies. The Knysna Municipality agreed with above postponement with the condition that until these matters are heard on 11 September 2025, Grey Elephant makes payment to the value of R 12,8 million once off, and subsequent monthly payments of R 1 million on its arrear municipal account. Such condition was agreed to by Grey Elephant, and the settlement was made an order of court.

Since above court appearance, the Knysna Municipality received R 12,8 million and the agreed upon monthly payments. This matter was set down for hearing on 11 September 2025 during which court proceedings both parties led argument and judgment was accordingly reserved.

Judgement was delivered on 11 February 2026 and the court ordered as follows:

- a) the application for reconsideration is dismissed;
- b) the *rule nisi* is confirmed;
- c) the Knysna Local Municipality is to pay the costs, on a scale as between attorney and client, such to include the costs of two counsel on scale C.

An item was tabled to Council and Council resolved that no application for leave to appeal be filed. The department will in future no longer report on this matter as the only outstanding issue is that of the payment of legal fees.

17. Knysna Municipality // Grey Elephant Investments. Summons for Recovery of Debt

Commencement Date	Legal Costs Spend to date
April 2025	Joubert, Galpin & Searle R 2 077.66
Emanating from the Grey Elephant application, listed under Litigation matter No. 23 above, to declare unlawful Council's 2024/2025 and 2025/2026 Tariff Policies, under advise from the attorney of record, the administration commenced with recovery of the debt owed to the Knysna Municipality by Grey Elephant.	
During April 2025, Summons were served on Grey Elephant for the following relief:	
a) Payment of R28 992 771.95. b) Interest on the aforesaid sum at the rate of 1% above the overdraft interest rate raised by the Plaintiff's bankers from time to time with effect from 1 July 2023 to date of payment. c) Costs of suit, including the costs of two counsel where employed, on Scale C as provided in the Uniform Rules of Court; and	

d) For further and/or alternative relief.

Hereunder it must be noted that amount claimed concerns the debt owed to the municipality from 1 July 2023 – March 2025. Council during August 2024 resolved that a write off be approved for the debt as at end of June 2023 and when this Summons were served, the write off was still in place. Council however at the end of April 2025, rescinded such write off decision.

Status update – Where we are in the process & the way forward

Grey Elephant filed a Notice to Oppose and due to the rescindment of the write off decision, our attorneys of record were busy amending our Particulars of Claim to also include the debt as at end June 2023, for recovery.

We were however advised that the Summons to recover the monies due to the municipality will be amended and finalised as soon as judgment is delivered under the main application as listed under Case 22365/24 as listed above as the outcome thereof will determine if the billing on account was done correctly.

18. Knysna Municipality // Grey Elephant Investments: Case 193/2025

Self-review application to review and set aside a lease agreement concluded with Grey Elephant for office accommodation.

Commencement Date	Legal Costs Spend to date
April 2025	Noko Maimela Attorneys Legal Opinion: R 134 44, 75 Self-review application: R 2 359 550.62
During October 2024, the previous AMM Malepeng, after a complaint was submitted to the Public Protector's office on the alleged unlawful conclusion of a lease agreement with Grey Elephant for office accommodation, procured a legal opinion on the validity of such lease agreement. The legal opinion was considered by Council on 26 February 2025 during which meeting the attorney of record and junior counsel, explained the content of the legal opinion to Council. The conclusion of the legal opinion was that the conclusion of the lease agreement was unlawful and contravened the provisions of the MFMA and the Municipal Supply Chain Management Regulations. Such contraventions also meant that the conclusion of the lease agreement constitutes irregular expenditure. The advice stated that Council will have to commence with a self-review application to review and set aside the lease agreement. The view was also held that the administration holds over on the payment of the rental due and payable under the lease agreement until a court of law so orders. Council accordingly resolved that the MM be mandated to commence with aforesaid self-review application. Our founding affidavit with annexures was served on Grey Elephant in April 2025. On the same date that the application was served, the administration also served a Notice to Vacate the premises on Grey Elephant. They were informed that the Knysna Municipality intends to vacate the premises on or before 31 July 2025. This decision emanated from the legal opinion which advise that a self-review application be instituted, it would be best to also vacate the premises which will show the court that we acknowledge the unlawful conclusion of the lease agreement and that we want to correct such previous decisions.	
Status update – Where we are in the process & the way forward	
We have since the institution of the application vacated the leased premises effective 31 July 2025 and the parties exchanged affidavits. The matter was set down for hearing on 26 November 2025 and we	

managed to close our arguments on the same day. Judgment was reserved and we currently await same.

19. Sandpiper Nature Reserve (Pty) Ltd // Knysna Municipality, High Court Case 105/2025

Commencement Date	Legal Costs Spend to date
17 March 2025	Mosdell, Pama & Cox R 425 301.68
Brief outline of facts: On 17 March 2025, the Knysna Municipality was served with a Combined Summons whereby the plaintiff claims the following: 1. Payment from the defendant in the sum of R 2 437 500,00. 2. Payment from defendant in the sum of R 119 570, 90. 3. Interest thereupon a <i>temporae morae</i>; and 4. Further and/or alternative legal relief. This matter concerns a land use application, which was submitted for Erf 4982 Sedgefield, owned by the plaintiff, for its rezoning, subdivision, consent use and departures. It is alleged that the Knysna Municipality and the Tribunal, who in the view of the plaintiff acted wrongfully, delayed the application from February 2024 – September 2024 and as a result, the plaintiff incurred damages for building cost escalations and cost to cover an intervener application. The application seeks to recover such damages.	
Status update – Where we are in the process & the way forward	
The Municipal Manager under the Systems of Delegations exercised his delegated power and instructed that this matter be opposed. Attorneys were appointed and a Notice to Oppose was duly filed. We filed our Special Plea and await further action to be taken by plaintiffs. During the perusal of all relevant documents and after various consultations held between our attorneys and the relevant officials, a memorandum was submitted to the office of the MM. In the memorandum senior council informed of substantive- and procedural flaws in the process when the appeals under this matter was considered and the advice communicated was that Council should commence with a self-review application to review and set aside the decision by the Appeal Authority under which the decision taken by the Tribunal was overturned. A consultation between the former Executive Mayor and our attorney of record took place and we await an amended memorandum after which an item will be prepared for consideration by Council.	

20. VC Makedama // Knysna Municipality, Case 2025-042060

Commencement Date	Legal Costs Spend to date
26 April 2025	No attorneys appointed
During April 2025, the Knysna Municipality was served with a Notice of Motion, whereby the applicant, Mr Velile Castro Makedama, seeks the following relief from court: a) Reviewing and setting aside the refusal by the municipality to provide the applicant with the records requested by it in a PAIA Request dated 5 December 2024; b) Directing the municipality to provide the applicant within 15 days of the date of the order, with all records in its possession and/or under their control which fall within the terms of the PAIA Request.	

- c) Directing that the MM is to ensure that the municipality takes all steps necessary to comply with the order.
- d) Ordering that the costs occasioned by the application be paid by the municipality; and
- e) Further and/or alternative relief.

The applicant was one of the shortlisted candidates for the position of Municipal Manager and after the recruitment and selection process, submitted a PAIA request for the following information:

- The list of candidates that were shortlisted for interviews together with all their records, qualifications and CV's;
- Minutes of the interviewing panellists;
- The scoring sheet of the interviews;
- The outcomes of the interviews;
- Recommendations to Mayoral Committee and Council;
- Correspondence submitted to the MEC; and
- The MEC's concurrence for the appointment of current MM.

The PAIA Request was not attended to and the applicant submitted an appeal to the Executive Mayor to which a response was not done. This led to the institution of this application.

Upon service of the Notice of Motion it was decided that we must make the relief sought, moot, by providing the requested information. This was subsequently done within the limitations of POPIA and another request for further information was made while the matter was set down for hearing on 4 August 2025. All relevant information was however provided before aforesaid date.

Status update – Where we are in the process & the way forward

We currently await an indication from the attorney for the application as to whether the matter proceeded on 4 August 2025 and whether a cost order against the municipality was further pursued and granted.

To date no information has been received from the attorneys for the applicant and due to the dormant nature of this matter, the department will in future no longer report thereon.

21. Summons No. 36/ 2024 – Knysna Municipality, Criminal Proceedings instituted by DEADP.

Commencement Date	Legal Costs Spent to date
7 May 2025	Mosdell, Pama & Cox R 81 114.47

Brief outline of facts:

On 7 May 2025, the Knysna Municipality was served with Summons No. 36/25, whereby criminal proceedings were instituted against Council for the alleged contravention of the National Environmental Management Act, 59 of 2008, NEMA, and the Environmental Conservation Act, 73 of 1987.

As per the Summons, the cause of action concerns the establishment of two Temporary Relocation Areas, "TRA's", on erven 214 and 14076, Knysna during 2019.

During site inspections done by an inspector from the Department of Environmental Affairs & Development Planning, DEADP, it was discovered that:

- a) Excavations and earthworks were taking place on a section of the properties for the installation of services for the housing developments.
- b) That two TRA's were on Erf 214.
- c) That the temporary ablution facilities placed on the TRA sites were on the edge of a steep slope.

- d) Waste and litter disposal around the TRA's, there were no waste slopes or litter containers.
- e) There was leakage of a septic tank below TRA Site 2; and
- f) Domestic animals (pigs) were kept below TRA Site 2.

The Charge Sheet outlines what transpired after above site inspection, which ultimately led to the issuing of Pre-Directives and Directives. It was subsequently found that the Knysna Municipality was in contravention of some provisions of the National Environmental Management Act, 107 of 1998 and provisions of the Environmental Conservation Act, 73 of 1987.

In terms of the Summons, it is alleged that the Knysna Municipality is guilty of the following four charges:

- a) Guilty of the offence of contravening the provisions of section 49(1) (e) read with sections 1, 28, 30, 30A and 49B (1) of NEMA.
- b) Contravening sections 49(1) (f) read with sections 1, 28, 30, 30A and 49B (1) of NEMA;
- c) Contravening sections 49(1) (g) read with sections 1, 28, 30, 30A and 49B (1) of NEMA; and
- d) Contravention of section 222(1) read with sections 1, 20 and 49(4) of the Environmental Conservation Act.

After being served with the Summons, the administration arranged a meeting between the Knysna Municipality, the National Prosecuting Authority and representatives of Department of Forestry, Fisheries & the Environment, DFFE. The meeting was scheduled for 21 May 2025 with the purpose of determining how best the parties can deal with this matter, outside of court, in the spirit of cooperative governance and intergovernmental relations.

It was agreed that the representatives of DFFE will consult with the NPA. However, for the purpose of the Knysna Municipality's first court appearance on 28 May 2025, we were informed that the matter will be referred to the Regional Court, which was done.

Status update – Where we are in the process & the way forward

An item was submitted to Council on 5 June 2025 and Council resolved that an attorney be appointed to represent the MM and the Knysna Municipality which was subsequently done. We appeared in court on 11 September 2025 and the matter was postponed to 27 November 2025. During November the matter was again postponed after a meeting with the Prosecuting Authority to allow the municipality to compile an implement an action plan.

After another consultation held in February 2026, we were informed by the NPA that our best option would be to consider pleading guilty as from the evidence it was clear that we won't be able to successfully defend the matter due to ongoing non-compliance to date.

Council considered above and it was resolved that we enter a guilty plea and to conclude a plea and sentence agreement which was subsequently also tabled to Council for approval. We currently also await feedback from the NPA on the content of the plea and sentence agreement. The next court date is set for 23 April 2026.

22. Summons No. 37/2025 – Knysna Municipality, Criminal Proceedings instituted by DEADP.

Commencement Date	Legal Costs Spend to date
7 May 2025	Mosdell, Pama & Cox Consolidated with Summon No 36/24

Brief outline of facts:

During a Special Council meeting on 22 April 2024, the administration informed Council of a criminal case opened against the Knysna Municipality for the alleged non-compliance with the National Environmental Management Act, 59 of 2008, NEMA, relating to the Waste Transfer Station on Erf 1339, Council therefore already resolved that any criminal matter be Opposed.

On 7 May 2025, the Knysna Municipality was served with Summons No. 37/25, whereby criminal proceedings were instituted against Council for the alleged contravention of NEMA and the non-compliance at our Waste Transfer Station.

The Charge Sheet outlines the relevant provisions of NEMA and it is alleged that the Knysna Municipality is guilty of the following six charges:

- a) Contravening section 67(1)(a) read with section 16(1)(c) of NEMA: Waste Act, read with section 94 of the Criminal Procedure Act;
 - Allegation that the Knysna Municipality did not ensure that waste is treated and disposed of in an environmentally sound manner.
- b) Contravening section 67(1)(a) read with section 16(1)(d) of NEMA: Waste Act, read with section 94 of the Criminal Procedure Act
 - Allegation that the Knysna Municipality did not manage the waste in such a manner that it does not endanger health or the environment or cause a nuisance through noise, odour or visual impacts.
- c) Contravening section 67(1)(a) read with section 26(1)(b) of NEMA: Waste Act, read with section 94 of the Criminal Procedure Act;
 - Allegation that the Knysna Municipality disposed of waste in a manner that is likely to cause pollution of the environment or harm to health and well-being.
- d) Contravening section 49A(1)(e) of NEMA read with section 94 of the Criminal Procedure Act;
 - Allegation that the Knysna Municipality unlawfully and intentionally or negligently committed an act or omission which causes or like to cause significant pollution or degradation of the environment.
- e) Contravening section 49A(1)(f) of NEMA, read with section 94 of the Criminal Procedure Act;
 - Allegation that the Knysna Municipality unlawfully and intentionally or negligently commits an act or omission which detrimentally affects or is likely to detrimentally affect the environment.
- f) Contravening section 49A(1)(g) of NEMA: Waste Act, read with section 94 of the Criminal Procedure Act;
 - Allegation that the Knysna Municipality failed to comply with the Directive issued in terms of the Act.

After being served with the Summons, the administration arranged a meeting between the Knysna Municipality, the National Prosecuting Authority and representatives of Department of Forestry, Fisheries & the Environment, DFFE. The meeting was scheduled for 21 May 2025 with the purpose of determining how best the parties can deal with this matter, outside of court, in the spirit of cooperative governance and intergovernmental relations.

It was agreed that the representatives of DFFE will consult with the NPA. However, for the purpose of the Knysna Municipality's first court appearance on 28 May 2025, we were informed that the matter will be referred to the Regional Court, which did in fact transpire.

Status update – Where we are in the process & the way forward
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We appeared in court on 11 September 2025, and the matter was postponed to 27 November 2025. During November the matter was again postponed after a meeting with the National Prosecuting Authority (NPA) to allow the municipality to compile an implement an action plan.
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After another consultation held in February 2026, we were informed by the NPA that our best option would be to consider pleading guilty as from the evidence it was clear that we won't be able to successfully defend the matter due to ongoing non-compliance to date.

Council considered above and it was resolved that we enter a guilty plea and to conclude a plea and sentence agreement which was subsequently also tabled to Council for approval. We currently also await feedback from the NPA on the content of the plea and sentence agreement. The next court date is set for 23 April 2026.

23. State // Knysna Municipality. CAS 202/10/2024

NEMA Contraventions due to various sewage spills.

Commencement Date	Legal Costs Spend to date
February 2026 Mosdell, Pama & Cox	No invoices to date
<u>Additional criminal matter added:</u> During the proceedings under Summons 36 and 37 as mentioned above, we were informed upon receipt of an additional criminal docket opened against the Knysna Municipality in October 2025. The criminal action was instituted against the municipality by DFFE for alleged contravention of environmental management legislation and our alleged failure to respond to various Directives. This matter relates to the ongoing sewerage spills into estuary, i.e Bongani stream and Lake Brenton. When we were informed of this matter it was reported to Council who resolved that it be opposed.	
Status update – Where we are in the process & the way forward	
During court proceedings on 27 November 2025 we were informed of this additional criminal matter. During November the matter was again postponed after a meeting with the National Prosecuting Authority (NPA) to allow the municipality to compile an implement an action plan. After another consultation held in February 2026, we were informed by the NPA that our best option would be to consider pleading guilty as from the evidence it was clear that we won't be able to successfully defend the matter due to ongoing non-compliance to date. Council considered above and it was resolved that we enter a guilty plea and to conclude a plea and sentence agreement which was subsequently also tabled to Council for approval. We currently also await feedback from the NPA on the content of the plea and sentence agreement. The next court date is set for 23 April 2026.	

24. Musetsho Law Inc // Knysna Municipality. Case 2025-092757

Commencement Date	Legal Costs Spend to date
20 June 2025 Mosdell, Pama & Cox	R 69 694.60
On 20 June 2025, the Knysna Municipality was served with a Notice of Motion whereby the applicant, Musetsho Law Inc, seeks an order for the following:	

- a) Directing that the municipality pays the applicant the amount of R 2 351 200,00 plus interest thereon at the rate of 10.25% per annum calculated from 31st of January 2025 until date of payment;
- b) Directing the municipality to pay the costs of the application on an attorney and client scale, including the costs of counsel, on scale B; and further and/or alternative relief.

The cause of action concerns the appointment of the applicant by the previous AMM, Mr Malepeng, on a deviation, to conduct a forensic investigation into the award of the previous security tender. In terms of Council's System of Delegation, it is only Council who can authorise a forensic investigation and the aforesaid appointment was done without such authority. The forensic investigation was subsequently done, and an invoice was received to the value of R 2 351 200, 00. Upon receipt of same the administration informed the applicant that the previous AMM had no authority to authorise its appointment, that the deviation appointment contravenes the MFMA and Municipal Supply Chain Management Regulations and that the matter will be referred to Council for consideration. Letters of Demand to affect payment was subsequently received.

On 8 April 2025, Council inter alia, resolved as follows:

- That the appointment of the firm be referred to MPAC for investigation;
- That the MM be instructed to address correspondence to the applicant to inform that until such time that Council received a report from MPAC, that Council cannot consider any payment for services rendered; and
- That should any legal action be instituted against Council, such action be defended.

After service of the Notice of Motion in June 2025, the MM accordingly appointed an attorney and a Notice to Oppose was duly filed

Status update – Where we are in the process & the way forward

We subsequently filed our Answering Affidavits and await further action to be taken by application.

Self-review application:

A decision was however taken by the Municipal Manager that our attorneys of record also proceed with an application to review and set aside the decision of AMM Malepeng.

This matter was set down for 4 December 2025 but has since then become opposed with the filing of a Notice to Oppose by applicant. We received their replying affidavit and subsequently filed a response thereto.

25. Gabriel Campher // Knysna Municipality. Case 507/2025

Commencement Date	Legal Costs Spent to date
6 August 2025	No attorneys appointed
On 6 August 2025, we were served with Summons 07/25, whereby the plaintiff, one Gabriel Campher, alleges that on 20 April 2023, on the Concordia Road in White Location, a collision occurred between his motor vehicle and a motor vehicle of the Knysna Municipality, with registration number CX53297. It is alleged that the driver of the municipal vehicle is Thembaletu Madikane. It is alleged that the sole cause of the collision was due to the negligent driving of our employee. Due to the collision, the plaintiff's motor vehicle suffered damages to the value of R 59 621, 12.	

Status update – Where we are in the process & the way forward

The claim was accordingly submitted to our Insurance department who confirmed that this claim was submitted to our Insurer who repudiated the claim. We currently await an update from the attorneys for the plaintiffs – *Status quo* remains.

26. Skosana // MEC for Local Government // IEC // Knysna Municipality // Others Case 2025-128173

Commencement Date	Legal Costs Spend to date
5 August 2025	Wesley Pretorius Attorneys R 472 659.23

On 4 August 2025, we were served with the enclosed Notice of Motion whereby the applicant, Mncedisi Skosana, our previous Speaker, seeks the below Part A relief from court:

PART A

TAKE NOTICE that application will be made on behalf of the applicant on

12 August 2025 at 10h00 or as soon thereafter as counsel may be heard for an

the following terms:



1. Condoning the non-compliance with the Uniform Rules of Court relating to service and time periods, and directing that the matter will be proceed as one of urgency in terms of Rule 6(12).
2. Pending the final resolution of the relief in Part B of this Notice of Motion:
 - 2.1. Interdicting the first to fourth respondents from taking any further action, or directly or indirectly causing any action to be taken by others, to conduct a by-election for Ward 3, Knysna Local Municipality, proclaimed for 20 August 2025.
 - 2.2. Restoring the applicant to his elected position as councillor representing Ward 3 of the Knysna Local Municipality.
 - 2.3. Directing the third and fourth respondents to cause the payment of the applicant's salary and emoluments as a councillor since 23 May 2025.

2

The cause action concerns the removal from office of Mr Skosana by MEC Bredell. You will note that under Part A, interdictory relief is sought, inter alia, to prevent the MEC, Chairperson of IEC, the MM and the Knysna Municipality (1st – 4th respondents), from taking further action to conduct a by-election for Ward 3, proclaimed for 20 August 2025; restoring Mr Skosana to his elected councillor for Ward 3 and also, that the MM and the municipality, cause the payment of salary since 23 May 2025.

You will also note that Mr Skosana under prayer 2.3 also seeks the court to “*directing the 3rd and 4th respondents (the MM and the municipality), to cause payment of the applicant’s reasonable legal fees for the prosecution of this application, Part A and Part B, and any appeals thereof.*”

Under Part B, which consist of review proceedings, the following relief is sought:

PART B



BE PLEASED TO TAKE NOTICE that the above-mentioned applicant intends to make application to this court in terms of Rule 53 of the Uniform Rules of Court on a date to be determined by the Registrar for an order in the following terms:

1. Declaring as unlawful, and inconsistent with the Constitution 1996, the appointment by the First Respondent of a committee of investigation in terms of the Local Government: Municipal Structures Act 117 of 1998, Schedule 7.
2. Declaring as unlawful, and inconsistent with the Constitution, the First Respondent’s imposition of sanctions by the first respondent, including fines and removal of the Applicant as a councillor of the Knysna Local Municipality.
3. Reviewing and setting aside the First Respondent’s decision to appoint a committee of investigation in terms of the Local Government: Municipal Structures Act 117 of 1998, Schedule 7.
4. Reviewing and setting aside, the First Respondent’s decision to sanction the Applicant, including fining and removing the Applicant as a councillor of the Knysna Local Municipality.
5. In the alternative to prayers 1 to 4: declaring the Local Government: Municipal Structures Act 117 of 1998, Schedule 7, inconsistent with the Constitution 1996.
6. Costs on an attorney and own client scale against the first respondent and respondents that oppose this application jointly and severally the one against the other, including the costs of counsel where so employed.
7. Granting the applicants further and/or alternative relief.



Above inter alia includes, declaring unlawful the decision of the MEC to appoint a special committee; to declare unlawful the MEC’s imposition of sanctions, including the removal from office of Mr Skosana; reviewing and setting aside the appointment of the special committee + subsequent sanctions.

A cost order is being sought against the MEC and any respondent that opposes the application.

Status update – Where we are in the process & the way forward

Council resolved that the matter be opposed insofar it relates to the payment of legal fees for the applicant and the payment of his salary. Attorneys were appointed after which Notice to Oppose was filed.

Part A was heard on 12 August 2025 and was struck from the roll with costs. An instruction was given to our attorney of record to prepare our bill of costs for the recovery of legal fees paid. We currently await further action to be taken by applicant under Part B.

27. Knysna Municipality // Unknown Occupants – Semi Urgent Interdict Application

Commencement Date	Legal Costs Spend to date
August 2025 Harker Attorneys	R 1 863 467.33
During August 2025, the municipality experienced illegal land invasions in Smutsville, Sedgefield, on erven earmarked for a future housing development. The erven subject to these illegal land invasions are erven 3865, 3918, 3861, 3917 and 5010. A request was received from the user department for the appointment of a legal representative to commence with an interdict application to safeguard these erven. The request was subsequently approved by the Municipal Manager as one of his statutory duties as per section 63 of the MFMA, is the safeguarding of municipal assets. An attorney was duly appointed and on 21 October 2025, we duly issued an interdict application listing “unknown occupant”	
Status update – Where we are in the process & the way forward	
A Rule Nisi Interdict was subsequently granted and the court order as follows: - The applicant’s non-compliance with ordinary rules of court relating to time and service are condoned and the matter heard as one of urgency; - The respondents are restrained from entering onto the erven listed and set out in Annexure “A” and Annexure “B” annexed hereto and from removing or damaging any property of the applicant found thereon; - The respondents are restrained from entering the unlawfully erected structures on the erven set out; - The respondents are restrained from erecting any structures on the erven listed; - The respondents are restrained from assaulting and/or threatening any of the applicant’s officials in general and also specifically when attending meetings with the respondents and/members of the Smutsville community; - Service of the order to be served on the respondents as follows: - by publishing and displaying the order at prominent places of erven 3865, 3866, 3961, 3917 and 5010 Sedgefield, Smutsville in the Knysna District as well as on the main entrance door to the applicant’s principle office in 5 Clyde Street, Knysna, the Smutsville Community Centre and the Smutsville Library. - the applicant shall publish the order in Smutsville via loudhailer on 24 October 2025 at 17:00, 25 October 2025 at 9:00, 13:00 and 17:00 as well as on 26 October 2025 at 9:00, 13:00 and 17:00.	

- g) The rule nisi do issue calling upon whichever respondents intend opposing the application to show cause, if any, on Friday, 28 November 2025 at 10:00 why the above order should not be made final;
- h) Pending the return date prayers 2, 3, 4 and 5 shall operate as an interim interdict.

The user department in conjunction with Protection Services attended to the implementation of the Rule Nisi Interdict to ensure compliance therewith and the safeguarding of these assets. On 28 November 2025, we duly attended to court during which proceedings some of the occupiers wished to be joined to the proceedings. The court subsequently ordered that:

- The matter be postponed to the roll for hearing on 28 January 2026 for the respondents (occupiers) to apply for and show proof of the applications for legal assistance; and
- The Interim Order was extended pending finalisation of the matter.

On 28 January 2026, the matter was postponed until 28 April 2026 and it was ordered that the parties engage in informal alternative dispute resolution processes in order to resolve the matter. Two ADR session were held with the unlawful occupiers and no amicable solution could be reached. The municipality is currently preparing further affidavits to advise on aforementioned process during the proceedings scheduled for 28 April 2026.

28. Knysna Municipality // SNR Electrical // KAW

Commencement Date	Legal Costs Spend to date
August 2025	R 911 261.44
Mamatela Attorneys	

During August 2025, a decision was taken to institute legal proceedings against SNR Electrical and Knysna Amature Winders in order to secure the return of Council's assets (pumps and motors). This decision emanated from the following:

On 15 May 2025, the Legal Services department received a memorandum request from the Director: Infrastructure requesting the appointment of a legal firm to assist with te contractual dispute between the Knysna Municipality and SNR Electrical. The former was appointed under a tender for Repair & Delivery of Pumps, Motors, Generators, including the Maintenance & Repair of Various Water & Sewer Pumpstation Facilities for a Period of Three (3) Years. Contractual disputes arose between the parties and after the appointment of a legal firm, it was agreed that the parties would commence with an amicable settlement process. After various meetings and settlement proposals, a "stale mate" was reached and in order to secure Council's assets which were in possession of a third party, it was decided that formal legal proceedings be instituted.

A comprehensive item was tabled to the Council meeting held on 15 October 2025, also the date on which our attorneys of record were in court under aforesaid legal proceedings. Council subsequently inter alia resolved as follows:

- That Council approves the proposed settlement amount of R 1 060 927 to be paid to KAW for the return of the pumps;
- That the proposed settlement be made an order of court;
- That Council mandates the Infrastructure Directorate to cover the settlement amount to the value of R 1 060 927 to be paid to KAW for the return of the pumps;
- That Council mandates the Infrastructure Directorate to cover the balance of what is due and payable to SNR Electrical.

Status update – Where we are in the process & the way forward

During the court proceedings above was executed but the municipality also had to tender the payment of the legal cost incurred by SNR and KAW. The settlement amount to secure the return of our assets

which duly paid in accordance with the court order and council resolution and on 27 October 2025. The municipality received the pumps as per the settlement agreement.

Above relates to the settlement concluded with third party, KAW and the remainder contractual issues with SNR Electrical is in the process of being referred to arbitration. The arbitration will commence toward the end of May 2026 and the parties duly exchanged the statements of claim and subsequent statements of defence.

Hereunder it must be noted that arbitration concerns contractual dispute which includes the duration and termination of the contract as well as the issue of unpaid invoices. SNR is also alleging that the company suffered damages due to our alleged repudiation of the contract.

29. Liv Padel Pty Ltd // Perry Bridge Citrus Estate // EM // Knysna Municipality // T Matika Case

Commencement Date	Legal Costs Spend to date
9 December 2025	R616 607.00
Webber Wentzel Attorneys	
On 9 December 2025, the Executive Mayor, Cllr Matika and the Knysna Municipality were served with a Notice of Motion whereby the applicants, Liv Padel and Perry Bridge Citrus Estate, seeks the following relief: Part A: - That the applicants' non-compliance with the Rules relating to form and service in respect of the relief being sought in Part A be condoned and that part A of the application be heard as an application of urgency in terms of Uniform Rule 6 (12); - Ordering the 1st respondent, the Executive Mayor to immediately suspend the implementation of resolution 2 (i) of the Appeal Outcome: Consent Use Erf 16361 Knysna which reads as follows: <i>"That the appeal submitted against the condition (ii)(a) of the approval which reads as follows: that the landowner/applicant shall ensure that the padel courts are completely enclosed within six months of the date of the decision be refused and that the following works be added to condition (ii)(a) , imposed by the Knysna Planning Tribunal 'until such time as the facility is fully enclosed, only residents of the resorts may use the padel courts and the floodlights have to be kept off at all times unless the courts are being used', and that this suspension will remain in effect pending the outcome of the review application contained in Part B hereof;</i> - Directing the respondents to pay the costs, jointly and severally, of arguing Part A of the application on a scale as between attorney and own client should they elect to oppose the relief sought in Part A, alternatively , should they not oppose, that the costs be costs in the cause; - Granting such further relief and/or alternative relief as the honourable court may deem appropriate. Part B: - Reviewing and setting aside resolution 2(i) taken by the first respondent on 15 August 2025 in respect of the Appeal Outcome: Consent Use: Erf 16361, Knysna which reads as follows: <i>"That the appeal submitted against the condition (ii)(a) of the approval which reads as follows: that the landowner/application shall ensure that the padel courts are completely enclosed within six months of the date of the decision be refused and the following words be added to condition (ii)(a), imposed by the Knysna Municipality Planning Tribunal 'Until such time as the facility is fully enclosed, only residents of the resort may use the padel courts and the floodlights have to be kept off at all times unless the courts are being used' – (the resolution);</i> - Declaring the resolution to be unlawful, inconsistent with the Constitution of the Republic of South Africa, 1996 (the Constitution), and invalid; - Declaring that the Executive Mayor's action in passing that resolution to be irrational and against the principle of legality;	

- d) Declaring that the Executive Mayor failed to take relevant considerations of the duties incumbent upon him into account as well as the provisions of the Knysna Municipality Spatial Planning and Land Use Management By-law (2021);
- e) Directing the Executive Mayor to rationally consider and apply the recommendations contained in the appeal report to afford the applications the opportunity to conduct noise nuisance studies and submit a noise management plan to the Knysna Municipality;
- f) Ordering the respondents to pay the costs of the application jointly and severally, on a scale as between attorney and client the one to pay, the others to be absolved, alternatively, should the court deem the actions of Cllr Thando Matika to warrant it, that a cost order be levied against third respondent in his personal capacity; and
- g) Further and or alternative legal relief.

The cause of action concerns a decision taken by the Executive Mayor in his capacity as Appeal Authority under SPLUMA. Brief background of facts:

- Erf 13361 Knysna is owned by Perry Bridge Citrus Estate and zoned resort use. Tourist accommodation is its primary use and the property houses the Knysna Hollow, a hotel and tourist accommodation facility with recreational facilities. Liv Pade entered into a lease with the Estate in terms of which it was afforded permission to construct and operate padel courts on the property to increase the amenities being offered by the facility.
- A site development plan was submitted and approved by the municipality in January 2023. The padel courts were subsequently erected and commenced operation and was opened to the public and resort guests in March 2023. A small group of residents however objected to the noise with formal complaints being received in June 2023. Following a noise impact assessment done by the applicants, it was determined that the noise emanating from the padel courts does not cause a disturbing noise according to the Western Cape Noise Control Regulations.
- The applications also realised that a consent use approval was required from tourist accommodation to 'tourist facilities' should the facilities be utilised by the general public and not just the resident of the resort. An application was submitted in April 2024 for the consent use with recommendation by Town Planning that:
 - i) Approval be granted for the consent use for a 'tourist facility', with certain conditions to be imposed namely:
 - That operating hours of the padel courts shall be limited to: Oct – March: Monday – Friday 8:00 – 19:00, Saturday: 9:00 -19:00, Sunday: 9:00 – 14:00; April – Sept: Monday – Saturday 9:00 – 17:00, Sunday: 10:00 – 14:00;
 - That the applicant shall install reasonable noise mitigation measures, including the implementation of surfaced parking area, in consultation with and to the satisfaction of the Director: Community Services;
 - That the applicant shall not make use of the floodlights at the padel court outside of the specified operating hours; and
 - The applicant shall lodge a site development plan upon completion of the surfaced parking and movement areas with the Manager: Land Use Development.
- The application subsequently served before the Planning Tribunal during December 2024 and resolved as follows:
 - i) That the approval is granted for the consent use under 'resort zone' for a tourist facility in the form of a padel court on erf 16361 Knysna;
 - ii) That the following conditions be imposed:
 - That the applicants shall ensure that the padel courts are completely enclosed within 6 months of the date of the notice of the decision;

- The applicant shall install reasonable noise mitigating measures, including the implementation of surfaced parking area, in accordance with and to the satisfaction of the Director Community Services;
- That the application shall lodge a site development plan upon completion of the surfaced parking and movement area with the Manager Land Use Management.
- The applicants were subsequently of the view that the Planning Tribunal imposed a condition that was never recommended by the town planner nor advanced to the applicants for comment. the Tribunal did not require the applicants to immediately cease activities but it had 6 months to enclose the padel courts. An appeal was submitted against the decision of the Planning Tribunal to impose the condition that the courts must be enclosed and appealed against both the finding of that condition and the fairness of the process followed because it was alleged that the applicants were excluded from the hearing. It was also alleged that the Planning Tribunal did not apply its mind to matters such as cost implications, practicality and physical possibility of enclosing the courts.
- After the appeal and seven objections were considered, an appeal report was submitted to the Executive Mayor in March 2025 with the certain recommendations from the planning department and the Appeal Authority resolved as follows:
 - That the appeal against the condition 9(ii)(a) of the approval which reads as follows: that the applicant shall ensure that the padel courts are completely enclosed within six months of the date of the decision', be refused and that the following words be added to the condition: "until such tie that the facility is fully enclosed, only resident of the resort may use the padel courts and the floodlights have to be kept off at all times unless the courts are being used";
 - That approval be granted under the 'resort zone'; and
 - That the approval is subject to the same conditions contained in the decision of the Planning Tribunal.
- Since the decision of the Appeal Authority is functus officio, the applicant subsequently instituted urgent review proceedings alleging that the Executive Mayor exceeded his authority in imposing the restrictive prohibition which was not contained in any of the recommendations.

Status update – Where we are in the process & the way forward

A delegation committee meeting was held and it was decided that the relief sought be opposed and Part A, was heard on 17 December 2025. Judgment was reserved and delivered on 18 December 2025 and it was ordered as follows:

- a) That the implementation and enforcement of the appeal decision communicated on 3 December 2025 is suspended, pending the determination of the review application to be instituted by the applicants.
- b) The applicants shall institute review proceedings within 60 days of the date of this order.
- c) Each party shall pay its own costs.

The padel courts were thus reopened after aforesaid judgment and the parties are currently preparing for the proceedings under Part B of the application after preparation and commissioning of our answering affidavits.

30. M Botha // M Plaaitjies // N September // Knysna Municipality Case 2025-246936

Commencement Date	Legal Costs Spend to date
17 December 2025 Joubert, Galpin & Searle Attorneys	R 16 707.20
On 17 December 2025, we were served with a Combined Summons whereby the plaintiffs seeks the following relief:	

Payment of:

- a) R 263 660, 00 to the 1st plaintiff (M Botha);
R 177 118, 90 to the 2nd plaintiff (M Plaatjies);
R 102 211, 60 to the 3rd plaintiff (N September);
- b) Interest on each of the aforesaid amounts at the prescribed rate in terms of the Prescribed Rate of Interest Act 55 of 1975, a tempore morae:
 - In respect of each plaintiff, from the date upon which each monthly remuneration instalment fell due (being the last working day of each of November 2022, December 2022, January 2023, February 2023 and March 2023, respectively) to date of final payment;
 - Alternatively, from 1 April 2023 to date of final payment;
 - Further alternatively, from date of demand to date of final payment;
- c) Cost of suit, including the costs of senior and junior counsel (where employed); and
- d) Further and/or alternative relief.

Status update – Where we are in the process & the way forward

The Municipal Manager under his delegated powers decided that this matter be opposed. After the filing of the Notice to Oppose, it was decided to commence with settlement costs after due regard was given to the cost effectiveness of proceeding with defending this matter. The department currently awaits a response to a settlement offer made within the delegated powers of the Municipal Manager.

C. Applications: Extension of Liquor Trading Days & Hours:

Reporting period	Application for Extension of Liquor Trading Days and Hours
1 Jan – 31 March 2026	No applications received for extended liquor trading and hours, for the reporting period 01 January – 31 March 2026.

D. Applications: Western Cape Liquor Authority**Temporary / Events / Permanent Liquor Licenses:**

Routed Internally	Application Details
Managers: Legal Services; Public Safety & LUPM & Ward Cllr	Event/Temp Liquor License Applications submitted: • On Consumption Events Liquor License application: Simola Hill Climb on 1-3 May 2026; • On Consumption Event Liquor License application: Social Gathering – Jones Wedding on 13 June 2026. • On Consumption Event Liquor License application: Musical Concert, 14 January 2026; • On Consumption Event Liquor License application: Ile De Pain - Italian Street Festival, 21 & 22 March 2026; • On Consumption -Event Liquor License application: Music Festival on 13,14,15 March 2026; • On Consumption Event Liquor License application: Social Gathering – Belgium Wedding on 24 April 2026; • Off Consumption Permanent Liquor License application: Eden Hospitality t/a Die Kuskelder; • On Consumption for Events Liquor License application: Elegant Tshisanyama for 11 April 2026;

E. Community Partnership Agreements concluded:**Approved Community Partnership Policy: 30 October 2025**

Partner Organisation	Project Scope	User Department
Knysna Infrastructure Group 14 November 2025	Voluntary Services Agreement: Project Charter – Ensuring environmental health of Knysna Estuary. Identification & remediation of contamination of estuary.	Environmental Management. Water & Sanitation Services
Development Action Group t/a Asivikelani 15 January 2026	Voluntary Services Agreement: Community-based repairs and maintenance of informal settlement, water and sanitation infrastructure	Integrated Human Settlements Water & Sanitation Services
Revive Sedgefield 18 January 2025	Revitalizing of various areas in Sedgefield: Installation of automated sprinkler systems and spike water; upgrading of car park at Sedgefield Mouth and development of wheelchair-friendly route through central business district.	Water & Sanitation Services Parks department

RECOMMENDATION BY DIRECTOR CORPORATE SERVICES

That the Monthly Report on Legal Matters for the period 01 January – 31 March 2026 noted.

File Number: 9/1/2/9

Execution: Director: Corporate Services

7.3

F&G03/05/26 ICT QUARTER 2 OF 2025/2026 REPORT
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REPORT FROM THE ACTING DIRECTOR CORPORATE SERVICES

PURPOSE OF THE REPORT

This report's objectives are to give an update on the departmental SDBIP for the second quarter of 2025/2026 financial year.

Additionally, it includes information regarding the status of ICT's capital project budget expenditures for this quarter.

BACKGROUND AND DISCUSSION

DEPARTMENTAL SDBIP

The current IT key performance indicators have been developed in alignment with the IDP objective to ensure a municipality committed to an innovative approach.

The key performance indicators are reported monthly. Find a snapshot of the SDBIP report and a graph for the months of October, November and December 2025.

An ICT Steering Committee convened on the 5th of November 2025. A representative from SALGA delivered a presentation on Innovative Solutions, as Knysna Municipality was among the municipalities that received support and guidance from SALGA regarding Innovation.

FINANCE AND GOVERNANCE COMMITTEE MEETING (CORPORATE SERVICES)

AGENDA

7 MAY 2026



Knysna Municipality



SDBIP Assist: Manage Report

MAIN MENU

View Update Edit Create Approve PNS Review Assurance

Departmental SDBIP Top Layer SDBIP Projects Finances YTD Graphs

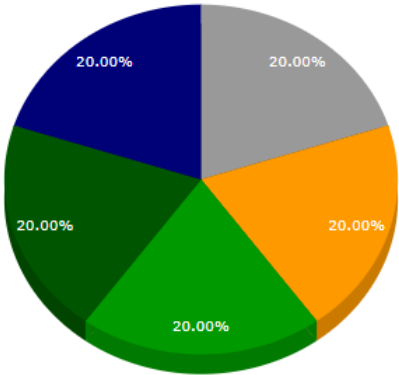
2025-2026 >> Manage >> View >> Departmental SDBIP

Filter: SDBIP: 2025-2026 Who: - Information & Communication Technology What: All When: November 2025 Display: List Columns Apply Filters																							
KPI Ref	Responsible Department	Responsible Owner	KPI	Unit of Measurement	Source of Evidence	Top Layer KPI	Target Type	Calculation Type	Original Annual Target	October 2025				November 2025*				December 2025					
										Target	Actual	R	Status	Target	Actual	R	Status	Target	Actual	R	Status		
D88	Corporate Services - Information & Communication Technology	Senior Manager: Information & Communication Technology	Facilitate Quarterly Information and Technology Steering Committee meetings	Four Information and Technology Steering Committees for the financial year	Agenda and/or minutes of the Information and Technology Steering Committee Meetings		Number	Last Value	1	0	0	NA	⊖	0	1	B	⊕	1	0	R	⊖	Open	
D89	Corporate Services - Information & Communication Technology	Senior Manager: Information & Communication Technology	Regular back-ups of all servers to ensure that municipal data is secured	100% back-ups done inline with the Standard Operating Procedure (SOP)	System report		Percentage	Last Value	100 %	0 %	100 %	B	⊕	0 %	90 %	B	⊕	100 %	95.65 %	O	⊕	Open	
D90	Corporate Services - Information & Communication Technology	Senior Manager: Information & Communication Technology	Ensure network availability to facilitate an effective IT system for municipal processes	90% of network uptime	Monthly project progress report		Percentage	Last Value	95 %	0 %	99.40 %	B	⊕	0 %	99.64 %	B	⊕	95 %	99.76 %	C+	⊕	Open	
D91	Corporate Services - Information & Communication Technology	Senior Manager: Information & Communication Technology	Annual revision of the Information Technology Policies	Information Technology Policies reviewed by the Information and Technology Steering Committee by end March of the Financial Year	Agenda and/or minutes of the Information and Technology Steering Committee Meeting		Number	Accumulative	1	0	0	NA	⊖	0	0	NA	⊖	0	0	NA	⊖	Open	
D92	Corporate Services - Information & Communication Technology	Senior Manager: Information & Communication Technology	Conduct quarterly cyber-security awareness campaigns	Number of cyber-security awareness interventions done	E-mails sent to users		Number	Accumulative	4	0	0	NA	⊖	0	1	B	⊕	1	0	R	⊖	Open	

ICT Quarter 2 of 20252026

Report drawn on 18 February 2026 at 08:42
for the months of September 2025 to December 2025.

Corporate Services - Information & Communication Technology



Corporate Services - Information & Communication Technology	
Not Yet Applicable	1 (20.00%)
Not Met	-
Almost Met	1 (20.00%)
Met	1 (20.00%)
Well Met	1 (20.00%)
Extremely Well Met	1 (20.00%)
Did Not Occur	-
Total:	5
	100%

CAPITAL PROJECTS

The ICT department received capital funding allocation of R750 000 for the 2025/2026 financial year.

PROJECT NAME	BUDGET ALLOCATION	PROGRESS
Financial Year 2025/2026 Capital		
Switches/ network upgrade	R200 000	SCM processes followed
Computer Equipment - Laptops	R300 000	SCM process has been followed, and the equipment has been received. There remains funding available, and the SITA transversal process will be utilized to obtain additional devices. The Agreement is currently with SITA's legal department. Upon receipt, it will be forwarded through the Municipal process for the signature of the Municipal Manager.
PC's	R250 00	

FINANCIAL IMPLICATIONS

As per the Knysna Municipality Capital budget of 2025/2026

RELEVANT LEGISLATION

Knysna Municipality Supply Chain Management Policy

RECOMMENDATION OF THE ACTING MUNICIPAL MANAGER

That the ICT Quarter 2 of 2025/2026 Report, be noted.

File Number: 9/1/2/10

Execution: Manager: Information Technology
 Director: Corporate Services

7.4

F&G04/05/26 HUMAN RESOURCE QUARTERLY REPORT FOR THE MONTHS OF FEBRUARY, MARCH AND APRIL 2026
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REPORT FROM THE DIRECTOR CORPORATE SERVICES

PURPOSE OF THE REPORT

To inform the Section 80 Committee of the Human Resource Section Report for the months of February, March and April 2026.

RECOMMENDATION

That the Committee note the report on the Human Resource Section of February, March and April 2026.

APPENDIX / ADDENDUM

HR QUARTERLY REPORT

File Number: 9/1/2/9

Execution: Director: Corporate Services

REPORT ON HUMAN RESOURCES MATTERS FOR FEBRUARY, MARCH AND APRIL 2026

REPORT FROM DIRECTOR: CORPORATE SERVICES

PURPOSE OF THE REPORT

To report to the Committee on Human Resources matters and activities for the period February and March 2026.

DISCUSSION

The tables below give an account of HR activities for February, March and April 2026 as follows:

APPOINTMENTS		
NAME	JOB DESIGNATION	DIRECTORATE
FEBRUARY 2026		
Ms. W Kakaza	FMG intern	Financial Services
Ms. NS Mgeke	General Assistant	Technical Services
Ms. U Gogoza	General Assistant	Technical Services
Ms. P Kondile	General Assistant	Technical Services
MARCH 2026		
Ms. AC Yona	Cashier	Financial Services
Ms. P Pike	Cashier	Financial Services
N Mathandabuzo	General Assistant	Technical Services
APRIL 2026		
Ms. G Kangela	Meter Reader	Financial Services
Mr. P Hendricks	Manager: Environmental Management	Planning & Development
Mr. B Botha	Superintendent: Water & Sewer	Technical Services

TERMINATIONS			
FEBRUARY 2026			
NAME	JOB DESIGNATION	DIRECTORATE	REASON FOR TERMINATION
Ms. R van Eyssen	Senior Clerk; Sundry Debt	Financial Services	Retirement
Mr. KM Jako	General Assistant	Technical Services	Early Retirement
MARCH 2026			
Mr. I Ngqengqo	Artisan Plumber	Technical Services	Early Retirement
Mr. HM Morris	Ward Committee Member	Council Services	Resignation
Mr. SD Fredericks	Senior Clerk: Plans receiving	Planning & Development	Retirement
APRIL 2026			
Mr. I Ngqengqo	Artisan Plumber	Technical	Early Retirement
Mr HM Morries	Ward Committee Member	Council	Resignation

CASUAL APPOINTMENTS		
FEBRUARY 2026		
Corporate Services	Senior Clerk: HR	1
	Senior Clerk: Internal Audit	1
Community Services	Water Monitors	13
Infrastructure	Superintendent; Water & Sewer	1
TOTAL		16 Contracts
MARCH 2025		
Corporate Services	Senior Clerk: HR	1
Community Services	General Assistant / Cleaner	2
	Handyman /Painter: Libraries	1
	Clerk: Public Safety	1
Integrated Human Settlements	Senior Human Settlement Officer	1
Infrastructure	Senior Superintendent: Water & Sewer	1
TOTAL		7 Contracts
APRIL 2026		
Corporate Services	General Assistant / Cleaner	2
Community Services	Clerk: Motor Vehicle Licensing	1
	General Assistant Buffelskop	5
Planning and Development	General Assistant	4
	Herbicide Applicator	3
TOTAL		15 Contracts
TOTAL NUMBER OF CONTRACT WORKERS APPOINTED		38 Contracts

PROGRESS ON THE FILLING OF VACANCIES

FILLED POSITIONS			
DIRECTORATE	SUBSECTION	POST	TOTAL POSTS FILLED
FINANCE	Income	Meter Reader	6
	Income	Cashier x3	
	Expenditure	Senior Clerk Creditors	
	Finance	Financial Management Intern	
PLANNING	Planning	Manager: Environmental Management	1
COMMUNITY	Traffic & Law	Senior Clerk : Drivers Licensing	1
INFRASTRUCTURE	Electrical	Senior Manager : Electro Technical	3
	Electrical	Technician : Electrical Engineering x2	
	Water & Sewer	Artisan : Plumber x3	

	Water & Sewer	Process Controller x2	
	Water & Sewer	Superintendent : Water Sewer (Retic)	
	Water & Sewer	General Assistant : Technical Services x14	
	Water & Sewer	Artisan Assistant x3	
TOTAL FILLED			23 34

POSITIONS ROUTING FOR FINAL APPROVAL FOR OFFER 1 MAY 2026

DIRECTORATE	SUBSECTION	POST	TOTAL NO OF POSTS IN FINAL APPROVAL
FINANCE	Income	Meter Reader	
	Traffic & Law	Manager : Public Safety	
	Fire	Junior Firefighter x3	
	Electrical	Artisan : Electrician x3	
	Water & Sewer	Foreman : Water Sewerage (Senior Process Controller)	
TOTAL IN FINAL APPROVAL			9 9

POSITIONS IN SHORTLISTING AND INTERVIEW PHASE

DIRECTORATE	SUBSECTION	POST	TOTAL OF POSTS IN SHORTLISTING
MUNICIPAL MANAGER	Municipal Manager	IGR Officer	
CORPORATE	Corporate	Human Resources Officer	
	Corporate	Manager: Legal Services	
	Corporate	GIS Administrator	
INFRASTRUCTURE	Water & Sewer	Artisan : Millwright	
	Roads & Stormwater	Superintendent : Public Works	6
TOTAL IN SHORTLISTING PHASE			6

POSITIONS RE-ADVERTISED

DIRECTORATE	SUBSECTION	POST	TOTAL POSTS RE-ADVERTISED
COMMUNITY	Traffic & Law	Chief Clerk: Licensing	
	Traffic & Law	Law Enforcement Officer X3	

	Refuse	Manager: Solid Waste	
	Water & Sewer	Process Controller Assistant x2	7
TOTAL POSTS RE-ADVERTISED			7

POSITIONS ADVERTISED

DIRECTORATE	SUBSECTION	POST	TOTAL POSTS ADVERTISED
	Directors	Executive Secretary x4	
	Water & Sewer	Principle Technician: Water and Sewer	
	Roads & Stormwater	General Assistant - Roads and Stormwater x5	
	Roads & Stormwater	Driver Operator x2	
	Water & Sewer	Artisan Electrician - Telemetry	
	Integrated Human Settlements	Housing Liaison Officer	
		Traffic Officers x3 - Contract	17
TOTAL ADVERTISED			17

TRAINING AND DEVELOPMENT

TRAINING AND DEVELOPMENT			
NAME OF TRAINING PROGRAMME AND TRAINING PROVIDER	NUMBER OF PARTICIPANTS	DIRECTORATE AFFECTED	AMOUNT PAID
NOVEMBER 2025- JANUARY 2026			
Project Management	19	Various	Advertised
Peace Officer Training	23	Various	(Date to be scheduled)
Pump and Aerial Operator	41	Community	Evaluated
Examiner of Drivers License	1	Community	Waiting for the College
HIRA Training	17	Infrastructure	R15 135.15
MMC	9	Various	In progress

National Certificate Road Construction	35	Infrastructure	Evaluated
Pump Operator	33	Infrastructure	Evaluated
Working on Heights	85	Various	R59 810.00
Chainsaw	9	Parks	R32 085.00
Veeam Backup	4	IT	Re-advertised
Advances supervision	11	Various	Evaluated
Wireman's License	8	Electrical	Advertised
Herbicide Application	13	Parks	Evaluated
NC landscaping	16	Parks	Waiting on Order
Regulation 21	27	Law Enforcement and Traffic	Waiting for date on SP
Advanced Excell	39	Finance	Advertised
Ethics	9		R36 255.00

INTERNSHIP LIST 2025/26

FUNDED BY BANK SETA, W&R SETA & SOUTH CAPE COLLEGE (NSF)

NO.	DIRECTORATE \ DEPARTMENT	START DATE	END DATE
5	Corporate, Planning and Community	17 February 2025	15 August 2026

FMG GRANT INTERNS

NO.	DIRECTORATE \ DEPARTMENT	START DATE	END DATE
6	Finance	01 October 2023	30 September 2026

FUNDED BY CHIETA AND KNYSNA MUNICIPALITY (ELECTRICAL APPRENTICESHIP)

NO.	DIRECTORATE	DEPARTMENT	START DATE	END DATE
21.	Infrastructure Services	Electrical	17 November 2025	16 November 2028

FUNDED BY SERVICES SETA AND KNYSNA MUNICIPALITY (MILLWRIGHT APPRENTICESHIP)

NO.	DIRECTORATE	DEPARTMENT	START DATE	END DATE
7.	Infrastructure	Water Reticulation	21 July 2025	31 July 2028

FUNDED BY SERVICES SETA AND KNYSNA MUNICIPALITY (MECHANICAL FITTER APPRENTICESHIP)

NO.	DIRECTORATE	DEPARTMENT	START DATE	END DATE
7.	Infrastructure	Water Reticulation	21 July 2025	20 July 2028

FUNDED BY SERVICE SETA AND KNYSNA MUNICIPALITY (PLUMBER APPRENTICESHIP)

NO.	DIRECTORATE	DEPARTMENT	START DATE	END DATE
14.	Infrastructure	Water reticulation	21 July 2025	20 July 2028

Internal Bursary 2025/26

Budget	Spent	Available	Percentage Spent
R512 987.00	R471 053.73	R41 633.27	92%

Discretionary Grants

1. We received another Grant from the Department of Water and Sanitation for an Amount of

Financial Year	Title of qualification	NQF Level	No. of 18.1	No. of 18.2	Status	Amount
2025/26	Occupational Certificate NQF 6 Water Works Management Practitioner RPL Programme	6	3	0	Not started	R35 000.00
2025/26	Occupational Certificate: NQF 4 Borehole Pump Operator RPL	4	5	0	Not started	R35 000.00
Total			32	119		R70 000.00

MANDATORY GRANT

This Grant is paid in tranches for the submission of the WSP, but is absorbed by Finance as General Income and not regenerated back to HR for Training purposes.

2025/26 – R136 677.68
 2025/26 – R93 341.50
 2025/26 – R140 864.83
 2025/26 – R195 980.42
Total - R599 864.43

OCCUPATIONAL HEALTH & SAFETY				
Injury On Duty Case				
DATE	DIRECTORATE	JOB DESIGNATION	NATURE OF INCIDENT	STATUS
11/02/2026	Infrastructure Services	Special Workman	Right shoulder	Recovered - Back to Work
11/02/2026	Infrastructure Services	Assistant Filter	Right Foot	Recovered - Back to Work
12/02/2026	Community Services	Heavy Duty Driver	Left Shoulder	Recovered - Back to Work
15/02/2026	Community Services	Fire Fighter	Right Hand	Recovered - Back to Work
24/02/2026	Community Services	General Worker	Left Finger	Recovered - Back to Work
06/03/2026	Financial Services	Meter Reader	Neck	Recovered - Back to Work
11/03/2026	Community Services	General Worker	Back	Recovered - Back to Work
12/03/2026	Community Services	General Worker	Left Hand	Recovered - Back to Work
13/03/2026	Financial Services	Meter Reader	Left Thumb	Recovered - Back to Work
26/03/2026	Community Services	General Worker	Right Ankle	Recovered - Back to Work
14/04/2026	Technical Services	Electrical Intern	Right Shoulder	Still Recovering

III-Health/Incapacity Cases		
DIRECTORATE	JOB DESIGNATION	STATUS
IHS	Human Settlement Officer	Disability claim in process
Community Services	General Assistant	Disability Claim in process
Community Services	Senior Librarian	Disability in process
Community Services	Caretaker	Disability in process
Finance	Section 56	Disability in process

Light Duty Cases		
DIRECTORATE	JOB DESIGNATION	STATUS
Community Services	General Worker	Referred Incapacity Inquiry Process
Community Services	General Worker	Referred Incapacity Inquiry Process
Technical Services	Artisan Plumbing	Referred to Incapacity Inquiry Process
Community Services	General Assistant	Referred Incapacity Inquiry Process

Medical Examinations & Inoculations		
Medical Examination will commence when service provider is appointed, BEC conducted on 30 March 2026		

OHS Inspection / Site visits		
DATE	SECTION	DIRECTORATE
18/02/2026	Fire Service	Community Services
04/03/2026	Water Purification	Infrastructure Services
31/03/2026	Transfer station	Community Services
08/04/2026	Finance Offices	Financial Services
08/04/2026	SCM Offices	Financial Services
08/04/2026	Information Technology	Corporate Services
08/04/2026	Human Resources	Corporate Services
08/04/2026	Municipal Manager	Municipal Manager
08/04/2026	Communications	Municipal Manager
08/04/2026	Internal Audit	Municipal Manager
08/09/2026	IDP	Municipal Manager
08/04/2026	Properties	Corporate Services
08/04/2026	Administration	Corporate Services
08/04/2026	Records	Corporate Services
08/04/2026	Legal Services	Corporate Services
09/04/2026	Income Offices	Financial Services
09/04/2026	Economic and Local Development	Infrastructure Services
09/04/2026	Public Participation	Corporate Services

OHS Meetings		
DATE	SECTION	DIRECTORATE
04/03/2026	Water Purification	Infrastructure Services
31/03/2026	Transfer Station	Community Services
07/04/2026	Finance	Financial Services

EAP Referrals		
DATE	JOB DESIGNATION	DIRECTORATES
03/03/2026	Meter Reader	Financial Services
04/02/2026	IDP/IPM	Municipal Manager
04/02/2026	Library Assistant	Community Services
04/02/2026	Senior Librarian	Community Services
04/02/2026	Human Settlement Officer	Integrated Human Settlement
10/02/2026	Law Enforcement	Community Services
12/02/2026	Water Sewerage	Infrastructure Services
12/02/2026	Meter Reader	Financial Services
13/02/2026	Meter Reader	Financial Services

7.5

**F&G05/05/26 REPORT OF THE ADMINISTRATIVE SERVICES SECTION
(COUNCILLOR & COMMITTEES SUPPORT, RECORDS & ARCHIVES,
AUXILIARY SERVICES AND CUSTOMER CARE : NOVEMBER 2025 TO
JANUARY 2026**

**REPORT FROM THE ACTING DIRECTOR OF CORPORATE SERVICES
(ADMINISTRATION SECTION)**

PURPOSE OF THE REPORT

Tabling of report on the key functional responsibilities of the Manager of the Administration Services Section at Corporate Services. Below is a summary of activities performed by this section during November 2025 until the end of January 2026:

CUSTOMER RELATIONS MANAGEMENT SECTION:

The Customer Relations Management Section distributes weekly reports on outstanding service requests to the Directors at the respective municipal departments. A current depiction of the Active Service Requests Dashboard Summary of outstanding service requests is as follows:

CRM ACTIVE SERVICE REQUESTS

Total Service Requests Received, Outstanding and Overdue per Directorate

From 1 November 2025 – 30 January 2026

Report Definition

This report displays departmental performance in managing service requests. It shows the total number of requests received, outstanding, and overdue during the selected date period, as of the date the report was run.

Department	Total Request Received	Total Request Outstanding	Outstanding Request Overdue
Community Services	372	13	13
Corporate Services	6	0	0
Financial Services	129	16	16
Infrastructure Services	2135	404	353
Integrated Human Settlements	4	1	1
Planning and Economic Development	14	2	2

Report Date: 27/02/2026

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AUXILIARY SERVICES SECTION:

The main objective of the Auxiliary Services Section is to attend to a wide range of support functions that enable an organisation to operate productively in a comfortable environment. These duties involve administrative, logistical, and operational support:

MONTHLY FUNCTIONS**APPROVED MARCHES: TRIANGULAR MEETINGS HELD****November and December 2025:**

- KNYSNA CENTRAL PHARMACY & VERMONT OLD AGE HOME: AWARENESS WALK – WORLD DIABETES DAY 14 November 2025 @09h:00 – **Approved 3 November 2025**
- KNYSNA BABY BANK AWARENESS MARCH AGAINST GENDER BASED VIOLENCE: 21 November 2025 - **Approved 17 November 2025**
- CX SAPS GBV AWARENESS MARCH, 6 December 2025 – **Approved 17 November 2025**
- BADISA PLANNED 10 MINUTES OF SILENCE AT KUNJANI MALL: 26 November 2025 @10h:00 – **Approved 19 November 2025**
- KNYSNA MUNICIPALITY LAUNCH OF 16 DAYS OF ACTIVISM MOTORCADE: 25 November 2025 @ 10am - **Approved 19 November 2025**
- MADABOUT ART APPROVAL LETTER: PLANNED CHILDREN'S RIGHTS AWARENESS MARCH – 09 December 2025 – **Approved 25 November 2025**
- KAPD: AWARENESS MARCH FOR DISABILITY RIGHTS & AGAINST GENDER-BASED VIOLENCE: 04 December 2025 – **Approved 03 December 2025**

January 2026:

None received

PROVISION OF CLEANING SERVICES**(a) INSUFFICIENT CLEANING/AUXILIARY STAFF ISSUES:**

- Four (4) permanent General Assistants urgently required;
- Two (2) Casual/ Temporary Cleaners required.

For further details on the staff component, kindly refer to reports submitted in the previous months. The following directorates need more Auxiliary staff or support:

- Community Services: currently no Cleaner at this directorate;
- Financial Services: General Assistant on sick leave since 16 February 2026 and will return on 15 March 2026;
- Knysna Tourism & Housing / IHS Building: one Cleaner needed.

(b) LEAVE DAYS, AND ALTERNATIVE MEASURES TAKEN:

DEPARTMENT / BUILDING	CLEANERS RESPONSIBLE	ASSIGNED CWP RELIEF	COVERED SECTIONS	RECOMMENDATION
Corporate	1 General Assistant - available	1 of 3 CWP Cleaners available 2 days per week	Main 2 storey Building. HR - Town Hall.	That one more permanent cleaner be appointed.
Financial	1 General Assistant – sick leave	1 of 3 CWP Cleaners available 2 days per week	1 st floor 3 section Ground floor – 4 sections	That one more permanent cleaner be appointed.
Customer Care	1 General Assistant - available	1 of 3 CWP Cleaners available 2 days per week	2-storey building with 6 Section and huge public gallery	Assistance is required.
Planning	1 General Assistant - available	1 of 3 CWP Cleaners available 2 days per week	Muni Flats in Gordon Street	CWP made available 2 days each week.
Sedge: Income services	1 General Assistant - available	No CWP assistance.	Boardroom and 3 sections	Assistance is required.
Infrastructure/Technical Services	1 General Assistant - available	1 of 3 CWP Cleaners available 2 days per week	Green Stores	CWP made available 2 days each week.
Community Services	NO General Assistant	1 of 3 CWP Cleaners available 2 days per week		That one more permanent cleaner be appointed.
Industrial Area: Stores & Public Works	NO General Assistant	1 of 3 CWP Cleaners available 2 days per week		Assistance is required.
Electrical	NO General Assistant	1 of 3 CWP Cleaners available 2 days per week		Assistance is required.
Tourism & Housing	NO General Assistant	1 of 3 CWP Cleaners available 2 days per week		Assistance is required.

REQUIRED RFS'S FOR DEEP CLEANING PROCESS:

RFQ processes to be followed -

- 1) Professional washing of Council Chamber floor rug, plus the following -
 - 24 Chairs in Committee Room;
 - 4 Reception Couches.

- 2) Cleaning of windows in two-storey buildings beyond height level as per OHS regulations (Main, or Corporate Services Building).

FINANCIAL IMPLICATIONS

- Funding to appoint a casual employee to be obtained from Public Participation vote;
- RFQ for carpets and couches to be funded from Consumables vote;
- Funding for washing of windows at Corporate Services to be obtained from the Materials and Stores Vote.

RECORDS MANAGEMENT SECTION:

The Records Section at Knysna Municipality is responsible for the control and preservation of the municipality's correspondence and files. For the reporting period ending 31 January 2026, the following activities were completed by the section:

DEPARTMENTAL PROGRAMMES

File Plan & Records Control Schedule –

- File Plan additions & amendments were submitted to WCARS in May 2024 for approval.
- Records Control Schedule additions & amendments were submitted to WCARS in January 2025 for approval.

Disposal Programme: Western Cape Archives and Records Service -

The municipality's paper-based record disposal process was concluded on 20 January 2026, after an authorisation letter was received from the Western Cape Archives and Records Services on 26 November 2025. A similar exercise was previously completed during June 2025.

Internal Desk Inspection & Audit -

Internal desk inspections were conducted on 16 October 2025 at the following stations:

- Building Control section, Planning and Economic Development directorate;
- Water & Roads section, Infrastructure Services directorate;
- Electrical section at the Infrastructure Services directorate.

Findings in terms of inspections:

- Records are not properly filed, as per Knysna Municipality's File Plan. Municipal officials are not utilising file numbers and records are being kept in boxes instead of being registered on Collaborator and properly filed at the Records Section.
- No security measures are in place.
- Records are being kept in dusty, sunlight, near water and chemicals.

STAFF ESTABLISHMENT AT RECORDS

Permanent employees:

- 1 Administration Officer

- 3 Senior Clerks (one currently assisting at Council Committees & Councillor Report Section)
- 1 Messenger

Temporary Staff: 1 intern/student (end of internship is 28 February 2026).

STAFF TRAINING

Records personnel receive ongoing training in accordance with, and guided by the Registry Procedure Manual, Western Cape Archives and Records Service (WCARS):

- Registry Clerk Course: None
- Records Management Course: completed by 7 municipal officials
- Electronic Records Management Course: completed by 7 municipal officials during November 2025.

REPORTING IN TERMS OF CODE OF CONDUCT FOR STAFF

The municipal Code of Conduct is enclosed in each personnel folder, and the Human Resources Management Section must ensure that new employees are informed of this code during the induction process.

DEPARTMENT BUDGET

Account	Ledger description	Allocation	Expense Type	2026 Original Budget	Current Budget	Committed
329550187472	Stationary Cost	9/237-216827-234002	Stationary			
329550187426	Postage	9/295-226827-241054	Postage			

Comments / remarks:

- A separate stationery vote is needed for Records. The section currently utilises the stationery vote allocated to the office of the Manager of Administration.
- New shredding machine needed.

KEY PERFORMANCE INDICATORS

KPI's: Manager of Administration Section

KPI Ref	Departmental focus areas	Priorities	Progress	Challenges	Intervention & timeline
D40	Apply for the disposal of official records.	One application to be submitted for the financial year.	Currently in process of applying.	The present storage capacity is inadequate for record-keeping.	N/A

The destruction of records certificates applied for in terms of the Records Management Action Plan for the reporting period is as follows:

Certificate Reference	Date	Records Type/s	Number of Records
Will be included in next report.	N/A	N/A	N/A

COUNCIL COMMITTEES AND COUNCILLOR SUPPORT SECTION:

Training Programmes approved for attendance -

Training / Meeting	Date/s	Place	Councillor/s	Subsistence and Travelling
None for the period				

Section 79 Committee meetings held -

Meeting type	Date
Ordinary Audit Committee Meeting	26 November 2025
Ordinary Audit Committee Meeting	5 February 2026

Council meetings –

Meeting Type	Date
Special Council Meeting	7 November 2025
Special Council Meeting	2 December 2025
Ordinary Council Meeting	11 December 2025
Special Council Meeting	16 January 2026
Special Council Meeting	23 January 2025
Special Council Meeting	28 January 2026
Special Council Meeting	6 February 2026
Special Council Meeting	27 February 2026

Council workshops -

Participants	Meeting Type	Date
Councillors, TMT, EMT	Community Partnership Policy Suite	21 October
	Post Retirement Medical Aid	
	Grant-In-Aid Policy Review	
Councillors, TMT, EMT	Council Budget Workshop – Adjustments Budget	24 February 2026

RECOMMENDATION OF THE ACTING MUNICIPAL MANAGER

That the Report of the Administrative Services Section (Councillor & Committees Support, Records & Archives, Auxilliary Services and Customer Relations Management: November 2025 to January 2026, be noted.

File Number: 9/1/2/9

Execution: Acting Director: Corporate Services

7.6

F&G06/05/26 RISK MANAGEMENT PROGRESS REPORT ANNUAL RISK ASSESSMENT : REVIEWED RISK REGISTER
REPORT FROM THE ACTING MUNICIPAL MANAGER
PURPOSE OF THE REPORT

The purpose of this report is to present to the Governance Committee the progress made by the Risk Management Unit in executing its risk management responsibilities and to note the outcomes of the Annual Risk Assessment for the 2026/2027 financial year.

DISCUSSION

The Annual Risk Assessment forms a critical component of the municipality's Enterprise Risk Management (ERM) framework and supports compliance with the Municipal Finance Management (MFMA), it aligns with the Local Government Risk Management, and it gives inputs to the Internal Audit Plan, also supports the development of the Strategic (Institutional) Risk Register.

Work Performed
Annual Risk Assessment (Reviewed Risk Register)

The Risk Management Unit facilitated the annual risk assessment process across all directorates. This included a series of formal, departmental risk assessment workshops, One-on-One engagement with Managers, Risk Champions and Directors aimed at directing management's focus toward the most significant risks facing Knysna Municipality.

Review and update the existing risk register, aligning with:

- Internal assessments by Internal Audit
- Auditor -General findings
- Operational and emerging risks

Approach Followed

The following approach was applied during the risk assessment process:

- **Review of Strategic and Operational Risk Registers**, including:
 - Identification and removal of irrelevant risks
 - Rewording and refinement of risk statements
- **Inherent Risk Assessment**
Risks were analysed by considering their **likelihood and impact** to determine the level of exposure before controls.
- **Residual Risk Assessment**
Existing controls were identified based on management's risk response strategies, namely:
 - Risk Reduction
 - Risk Sharing
 - Risk Avoidance
 - Risk Acceptance
 - Risk Transfer

• **Control** **Effectiveness** **Evaluation**

Controls were assessed based on their effectiveness using the following ratings:

- Very Strong
- Strong
- Moderate
- Weak
- Very Weak / Non-Existent

The process of risk analysis and prioritisation was consistently applied to all identified risks.

RELEVANT LEGISLATION

Municipal Finance Management Act

National Treasury Local Government Risk Management Framework

RECOMMENDATION OF THE ACTING MUNICIPAL MANAGER

That the results of the Annual Risk Assessment for the 2026/2027 financial year, as approved by the Risk Management Committee (KM Risk Register), be approved.

APPENDIX / ADDENDUM

KM 2026|2027 Reviewed Risk Register

File Number: 9/1/2/9

Execution: Director: Corporate Services

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NO	Strategic Objectives	Directorate	Section	Risk Title	Contributing Factors	Strategic Ref	Inherent Risk Impact	Inherent Risk Likelihood	Risk Strategy / Treatment	Current Controls	Control Effectiveness	Control Effectiveness Rating	Residual Risk Impact	Residual Risk Likelihood	Action Plans	Action Owner	
1	To encourage the involvement of communities in the matters of local government, through the promotion of open channels of communication	Corporate Services	Administration	Insufficient use of the Records Management System within the municipality.	Decentralised records management (departments maintain their own systems)	D	4	3	Reduction	Internal communication channels established within the municipality	Weak	30.00%	3	3	Implementation of WCARS Audit findings	Manager Administration	
					Lack of training for stakeholder department staff					Training and awareness sessions conducted for staff	Moderate	40.00%			Provide regular progress reports to the Section 60 Committee		
					Lack of a centralised records system resulting in limited access to information										Implement a centralised records management system		
															Roll out additional training programmes for all user departments		
2	Timely distribution of Council and Committee Agendas			Late submissions by user departments	Non adherence to submission processes	Changes in meeting schedules	D	4	3	Reduction	Committee section sends reminders at least two weeks before submission deadlines	Strong	60.00%	2	2	Conduct regular engagements with the Office of the Speaker	
											Semester meeting schedules communicated in advance to all departments	Strong	60.00%			Escalate repeated late submissions to senior management	
3	To encourage the involvement of communities in the matters of local government, through the promotion of open channels of communication		Public Participation	Non-compliance with applicable legislation	Cancellation of planned meetings.	Poor adherence to approved meeting schedules	D	4	3	Reduction	Weekly activity schedules distributed to all users	Strong	60.00%	2	2	Implement automated reminders (at least 1 day prior to meetings)	Manager Public Participation
											Quarterly meeting schedules prepared and shared with stakeholders and constituencies	Strong	60.00%			Monitor and report all cancelled/postponed meetings to senior management & Council Speaker	
4	To structure and manage the municipal administration to ensure efficient service delivery		Corporate Services	Ineffective management to adhere to the IT Service Level Agreement Management Policy.	User departments not following the change control process.	D	4	3	Reduction	Limiting service provider access via VPN and monitoring such access	Moderate	40.00%	3	3	Reminding process owners of Proman business processes	Manager ICT	
5	To structure and manage the municipal administration to ensure efficient service delivery to encourage the involvement of communities in the matters of local government, through the promotion of open channels of communication				Inadequate IT service delivery.	Inadequate funds.	D	3	3	Reduction	Monitoring of job logs (2-5 day notifications)	Very Strong	80-100%	1	2		Send regular reminder emails on ticket logging process
						IT queries not resolved timely					Emails reminding users how to log calls	Strong	60.00%				Enforce compliance with IT service request procedures
				IT queries not logged using the required process		Budget requests submitted for IT resources					Strong	60.00%					
6	To structure and manage the municipal administration to ensure efficient service delivery to encourage the involvement of communities in the matters of local government, through the promotion of open channels of communication			Loss of critical business services and operations.	Inadequate testing and lack of evidence of Disaster Recovery Plan testing	D/SS	4	3	Reduction	Business Continuity and Disaster Recovery planning and testing for IT infrastructure (networks, systems, databases, applications)	Strong	60.00%	2	2	Maintain proper evidence of Disaster Recovery testing on file		
7		Cyber security risks.			System weaknesses and vulnerabilities	D	4	3	Reduction	Cyber security awareness training for officials	Moderate	40.00%	3	3	Implement continuous cybersecurity awareness programmes		
					Uneducated / novice users					Vulnerability testing facilitated by Provincial Government	Weak	20.00%			Conduct regular vulnerability and penetration assessments		
8		Non-compliance with Regulations on Minimum Compensations (MMC) for Designated Employees.		Limited funding available.	D	4	3	Reduction	Memo submitted to Municipal Manager listing non attendees	Moderate	40.00%	3	3	Annually enroll senior management in MMC			
				Focused approach in terms of regulations.										1. P to submit a request for action once addressing non attendance			
				Designated employees do not attend MMC.													
9		Non-compliance with OHS legislation.		Inadequate implementation of medical surveillance	D	4	3	Reduction	Medical tender advertised; SCM processes in progress	Moderate	40.00%	3	3	Implement SCM processes to ensure timely implementation of medical surveillance program for employee's working on high risk activities	Manager Human Resources		
				Delays at SCM proceedings.					Incident reporting channels established (WhatsApp group for Safety Reps)	Moderate	40.00%			Review OHS policy for gaps			
				Late Reporting of Incidents					Templates for immediate supervisors to account for IOB reporting	Moderate	40.00%			Implement roadshows for awareness and compliance reinforcement			
				Non reporting of IOB and incidents timely													

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10				Ineffective handling of disciplinary processes (Delays or procedural errors in disciplinary actions.)	No formal SOP for reporting Labour relations matters. Poor record keeping Lack of skilled HR practitioners. Inconsistent application of policies	How	4	4	Reduction	Report on Labour relations matters to Council and Audit Committee. Utilisation Records management system Outsourcing of roles for disciplinary process.	Moderate Moderate Moderate	40-50% 40-50% 40-50%	3	3	Develop standardized templates and checklists (e.g. Charge sheets, Investigation reports, Hearing outcome templates) Build internal capacity for disciplinary processes Conduct training on disciplinary procedures Develop and implement a formal SOP	
11	To structure and manage the municipal administration to ensure efficient service delivery	Legal	Litigations against KM	Non-compliance with legislation and policies. Vacant manager legal position Lack of understanding of municipal processes by officials and councillors	D	3	3	Reduction	Engagement with stakeholders on legal aspects of municipal powers and functions through workshop and training intervention Reporting to CEO and Accounting Officer Circulation of advisory notes (emails, routing forms, legal opinions, council items)	Moderate Moderate Strong	60-90% 40-50% 60-90%	3	2	Fill vacant manager legal position Review delegation of authority register Develop and implement standard SOPs for legal defence strategies	Act. Manager Legal	
12	To structure and manage the municipal administration to ensure efficient service delivery	Properties	Unauthorised utilisation of municipal properties	No formal internal process for these departments to access municipal owned properties for municipal projects. Social culture of non-compliance by members of the public Lack of resources for proper enforcement.	D	3	3	Reduction	Formal application processes (limited) Provision of property related comments to user departments Tabling of tariffs	Very Weak / Non-Existant Weak Weak	0-30% 20-30% 20-30%	3	3	Establish formal internal processes for allocation and utilisation of municipal land Implement enforcement programme	Act. Manager Properties	
13			Outdated policy provisions for management of immovable properties policy	Historical non-adherence to the policy Lack of departmental management	D	4	4	Reduction	Implementation of Internal Audit recommendations Review of new leases for compliance	Moderate Weak	40-50% 20-30%	3	3	Review and update the immovable property policy Review existing and new leases contracts for compliance		
14	To grow the revenue base of the municipality	Financial Services	Non-Compliance with Treasury Regulations on mSCOA	Non-establishment of mSCOA Steering Committee in line with prescribed business processes Weak governance and oversight over mSCOA implementation Lack of accountability and coordination across departments	D	4	3	Reduction	Established Steering Committee with its Business leads.	Strong	40-50%	3	3	Schedule regular steering committee meetings with documented minutes and action tracking Assign clear roles and responsibilities for mSCOA compliance across departments Monitor implementation of mSCOA business processes and report progress to EMT and Council	Set Manager: Financial Services	
15			Non-Compliance Resulting in Unauthorised Expenditure	Unplanned operational and capital expenditure Poor budget monitoring by service departments Inadequate enforcement of budget controls	D			Reduction	Monthly and weekly management reports submitted to EMT Ditching of votes to prevent expenditure above approved budget allocations Submission of all memorandum with financial implications for budget adjustments and approval	Moderate Strong Strong	40-50% 60-90% 60-90%	3	3	Regular reporting of unauthorised expenditure to Council and MPAC Block expenditure commitments where no budget exists Enforce real-time budget control system with automated alerts for overspending		
16		Budget & Reporting	Municipal may table and approve Unfunded budget.	Low collection rate of revenue Unreasonable demands from User departments.	D			Reduction	Use of financial planning / PT tool for budgeting purposes Budget Steering Committee - meeting quarterly Tabling of budget item at TMT and	Weak	20-30%	3	3	Improve accuracy and reliability of financial planning on PT tool	Manager: BTO	

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FINANCE AND GOVERNANCE COMMITTEE MEETING (CORPORATE SERVICES)

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24	To structure and manage the municipal administration to ensure efficient service delivery	SCM	Inadequate contract management.	Absence of electronic monitoring system.	D	5	5	Reduction	Enforce the completion of the supplier performance evaluation before payment is made.	Weak	20-40%	5	3	Implementation of the ERP system in line with Moscor requirements.	Manager: SCM		
25			Inadequate Controls Around Inventory Management (Stores)	Weak monitoring of stock issuing and receiving processes	D	5	5	Reduction	Use of electronic financial system for inventory management	Moderate	40-50%	5	3	Approval of req's before issuing stock. Using life cards and regular updating batches.			
				Inadequate stock take-on controls					Strict access controls implemented on system and stores areas	Moderate	40-50%						
				Limited reconciliation discipline in stores management					Daily manual spot checks and reconciliations	Weak	20-40%						
26	Ineffective management of insurance claims and portfolios.	Insurance claims and reports not submitted timely (Infrastructure and Community Services).		D					5	5	Reduction				Attendee departmental reporting to include determination of municipal liability on incidents.	Moderate	40-50%
		Non communication and late submission from user departments within required lead times				Developed memo outlining claim submission requirements and process (including required documentation)	Moderate	40-50%	Escalate non-reporting to the Municipal Manager (MM), relevant Directors, CFO, and Finance Governance Committee								
27	To structure and manage the municipal administration to ensure efficient service delivery	Assets & Liability	Inaccurate impairment of infrastructure assets.	Lack of proper condition assessments	D	5	5	Reduction	Issue memoranda to user departments regarding asset condition assessments	Moderate	40-50%	5	3	Conduct regular condition assessments by Engineers, PMB, and relevant Managers			
				Inappropriate impairment decisions due to insufficient asset condition information										Escalate non-reporting to MM, Directors, CFO, and Finance Governance Committee			
28			Inappropriate safeguarding of assets.	Inadequate security services	D	5	5	Reduction	Advisory issued on procedures to be followed	Weak	20-40%	5	3	Send a reminder Memo to departments			
				Non-compliance with Asset Management Policy and procedures					Memoes sent to departments on compliance requirements	Moderate	40-50%						
29		Incomplete Asset Register	Non-compliance with Asset Management Policy (project completion, asset movement, replacement)	D	5	5	Reduction	Memoes issued to departments	Weak	20-40%	5	3	Escalate non-compliance to MM, Directors, and CFO.				
			Missing GIS coordinates for infrastructure assets.					Regular review and updating of the asset register	Moderate	40-50%			Ensure GIS coordinates are captured at project planning stage				
			Delayed submission of asset-related information														
30			Unfavourable Audit Opinion on Assets					Non-submission of information for unbundling of completed projects	New	5			5	Reduction	Escalation of outstanding project information to Section 89 Committee	Weak	20-40%
	Delays in capitalisation of completed assets					Enforce deadlines for submission of completion and unbundling information											
	Inadequate coordination between departments					Engage Project Managers and Finance to fast-track asset unbundling											
														Perform regular reconciliation between WMP and asset register			
31	To promote a safe and healthy environment through the protection of our natural resources	Fire Services	Delayed response to the incidents	Legislative requirement	D	5	5	Reduction	Awareness campaigns (Public engagement/shortening out emergency numbers)	Moderate	40-50%	5	3	Maintain adequate firefighting equipment and vehicles	Manager: Traffic		
				Rural areas being far away from the mother station.					Establish 2 fire stations (Rheemond & Khayolothu)								
				Theft of fire equipment					Regular conduct of fire inspections.								
				Increase of housing infrastructure (within greater Kapsals).					Increase of personnel.								Training members of the community to be the first responders.
	</																

FINANCE AND GOVERNANCE COMMITTEE MEETING (CORPORATE SERVICES)

AGENDA

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32	To promote a safe and healthy environment through the protection of our natural resources	Waste (Environmental pollution control)	Limited disposal facilities	Lifespan of current facilities needs to be reassessed and upgraded.	New	0	0	0	Reduce	Attempting to manage waste facilities according to License conditions.	Very Weak / Non-Existent	0.00%	0	0	Looking for land for disposal.	Manager: Waste
33		Waste Management	No dumping space	Non approval of the waste disposal agreement Regional Landfill site	D	0	0	0	Sharing	Utilising PetroSA landfill site	Very Weak / Non-Existent	0.00%	0	0	Approval of the Waste disposal agreement by Management.	
34	To encourage the involvement of communities in the matters of local government, through the provision of open channels of communication	Traffic Services	Lack of adequate service delivery due to inadequate management of camera contract. (Departmental RDP)	Project manager Incompetence.	D	0	0	0	Reduce	Interviews (0,00,20) for Project manager	Weak	00.00%	0	0	Appointment of the Project Manager for the project.	Manager: Traffic
35			Inability to prevent illegal invasions.	Population growth. No management of municipal land Budget / Resources	D	0	0	0	Reduce	Appointment of a proper Security services to monitor the municipal land.	Very Weak / Non-Existent	0.00%	0	0	Budget provision for specific task teams to train the floor department user. Establishment of the Task Team.	
36			Non-compliance with Overtime and Standing allowance policy due to lack of or inadequate review and monitoring of internal controls	Ad-hoc projects. Planning monitoring.	D	0	0	0	Reduce	Overtime allowed only on special events. Overtime on request.	Weak	00.00%	0	0	Review of Org. Structure and appoint supervisors.	
37	To promote a safe and healthy environment through the protection of our natural resources	Parks and Recreation	Insufficient burial capacity.	Increase in death rate (e.g., during pandemics) Lack of available land for development of new cemeteries Inadequate funding	D	0	0	0	Reduction	Budget considerations through the IDP and Budget Steering Committee Development of new cemetery included in the Spatial Development Framework (SDF) and Municipal Infrastructure Grant (MIG) projects	Weak	00.00%	0	0	Secure funding in the 2026/2027 financial year to expand existing cemeteries within the Greater Kyness Area	Manager: Parks
38	To promote a safe and healthy environment through the protection of our natural resources	Disaster Services	Lack of annual review and submission of the Disaster Management Plan to Council.	Legislative requirement	T	0	0	0	Reduction	Reviewed annually approved and workshoped at Section 50. Developed Disaster Management Plan for the greater Kyness	Satisfactory	40.00%	0	0		
39	To encourage the involvement of communities in the matters of local government, through the provision of open channels of communication	Library Services	Less of library materials.	Lack of a book theft detection system. Materials not returned by public.	D	0	0	0		Patron education and awareness Library staff disciplinary action of books from patrons' homes	Satisfactory	40.00%	0	0	Limit the number of books loaned to patrons within the limited time	
40	To create an enabling environment for social development and economic growth	Building	Lack of enforcement of compliance with building legislations.	Illegal building construction. Human capacity constraints. Non registered Staff as Peace Officers.	D	0	0	0	Reduce	Investigate and issue compliance notices for unauthorised building works Reviewed the organisational structure to ensure adequate staffing and capacity of Building	Moderate	40.00%	0	0	Conduct regular training on building legislation and enforcement procedures Continue consistent implementation of compliance inspections and enforcement	Manager: Building
41	To promote a safe and healthy environment through the protection of our natural resources	Environmental	Non-compliance with environmental legislation	Lack of understanding of environmental legislation and its requirements Inadequate internal communication and enforcement of compliance obligations A lack of consultation with the Environmental Management Department by directorates when implementing projects with potentially significant environmental impacts can create serious governance, legal, and sustainability risks Limited environmental compliance monitoring across directorates	D	0	0	0	Reduction	Issuing External notice of non-compliance to relevant directorates/infrastructure and Community Services.	Weak	00.00%	0	0	Issue internal notices of non-compliance to strengthen accountability within directorates Conduct environmental legislation awareness and training sessions for officials All directorates planning large-scale projects are required to consult the Environmental Management Department at an early stage where there is uncertainty regarding environmental impacts or legal and regulatory requirements. Develop and implement an Environmental Compliance Monitoring Plan	Manager: Environmental
42			Increased risk of fires and loss of biodiversity	Proliferation of invasive alien plant species	T	0	0	0	Reduction	Implementation of an Invasive Plant Management Programme Draft Alien Invasive Species Management and Control Plan for the municipality EMPWP teams clearing alien species in identified priority areas		40.00%	0	0	Finalise and submit the Alien Invasive Species Management Plan for Council notice and RCEC	

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65	To encourage the involvement of communities in the matters of local government, through the promotion of open channels of communication	Municipal Manager	Communications	Inadequate interdepartmental and external communications.	Ineffective sharing of information within the Municipality	D21	4	4	Reduction	Send meeting requests(emails) for information, Media queries, and meeting requests with directors.	Weak	0.50%	4	4	Discuss information that need to be shared at the IMT meetings.	Manager: Communications		
66				Lack of sufficient resources to support communication				Enforce the implementation of the approved Communications Policy.			Project Plans to include Communications Reports.							
67			Ineffective External Communication with Stakeholders	Lack of structured engagements strategy. Delays or inconsistent of critical information	New	4	4	Reduction	Public notices and community meetings	Weak	0.20%	4	4	Develop a stakeholder communication and engagement strategy	Chief Audit Executive			
68			Audits do not comply with standards	Lack of Knowledge of Relevant Standards	D	4	3	Reduction	Adequately Skilled and knowledgeable Staff	Strong	66.50%	2	2	Continuous training and certification of the auditors				
69			Inadequate audit planning	Incomplete application of audit methodologies	TL4/D6, D7	4	4	Reduction	Formal risk based planning process with management validation	Strong	66.50%	2	2	Membership to the SASA				
70			Ineffective reporting	Rigid and Unmodifiable Internal Audit Plans										Develop a detailed internal audit plan that entails timelines	Chief Audit Executive			
71			Lack of Support from Management	Lack of resources	TL11	4	3	Reduction	Efficient and Effective Audit Processes	Moderate	40.00%	2	2	Develop a detailed internal audit plan that entails timelines				
72			Lack of Support from Management	Timely Communication of the audit findings	TL11	4	3	Reduction	Efficient and Effective Audit Processes	Moderate	40.00%	2	2	Develop a detailed internal audit plan that entails timelines				
73			Lack of Support from Management	Internal Audit plan not based on the organization's assessment of strategies and risks	TL11	4	3	Reduction	Efficient and Effective Audit Processes	Moderate	40.00%	2	2	Develop a detailed internal audit plan that entails timelines				
74			Lack of Support from Management	Limitation on scope or restriction on access to information	D	4	3	Reduction	Efficient and Effective Audit Processes	Moderate	40.00%	2	2	Communications of the external audit engagement to the area under review well in advance				
75			Lack of timely review and approval of the Risk Register by Council.	Lack of support for Risk Management by Council.	T0	4	4	Reduction	Reviewing the Strategic and operational risk register (ORSA) for 2026/27 financial year	Moderate	46.50%	3	3	Satisfaction survey completed by management for each internal audit engagement providing a comprehensive, qualitative feedback about the quality of interactions				
76			Ineffective and Non functional Ethics Management	Ethics Management not included in the current organisational structure	New	4	4	Reduction	Ethics Management has been incorporated into the current organisational structure	Weak	20.00%	4	4	Implement the Ethics Management function upon approval of the organisation structure				
77			MM's Office	Disruptions and instability arising from election periods	Changes in political leadership and governance priorities after elections	New	4	4	Reduction	Legislated framework/s guiding municipal continuity - RR 104	Satisfactory	40% - 60%	4	4	Prepare contingency plans for potential disruptions			
78				Delayed in decision making during transition periods	Uncertainty in approval of budgets, policies and projects.	New	4	3	Reduction	Code of conduct for Councilors and officials	Satisfactory	40% - 60%	4	4	Maintain strict adherence to legislation and frameworks to avoid governance gaps.			
79			Performance Management	To encourage the involvement of communities in the matters of local government through the promotion of open channels of communication	Performance Management	Processes of cascading of individual Performance (All Lower levels Staff)	Non adherence to legislative requirements (Staff Regulations)	New	4	4	Reduction	No control yet	Unsatisfactory	0%	4	4	Strengthen relations between political oversight and administration	Manager: IPMS
80						Failure to comply with Section 57 of the Municipal Systems Act	Performance agreements not signed within the prescribed timeframe.	D14	4	4	Reduction	A performance agreement must be concluded within 30 days of the start of the new financial year.	Satisfactory	40% - 60%	3	2	Complete KPIs in accordance with terms reported at director's before signing the performance agreements.	
81						Failure to comply with Sections 55, 56 and 72 of the Municipal Finance Management Act	Non adherence to legislative requirements.		4	3	Reduction	Quarterly and monthly reporting against terms of the relevant sections of the legislation (IPMS)	Satisfactory	40% - 60%	3	2	Conduct monthly meetings of performance reports and discussion of reports at management meetings.	
82						Non compliance with legislative requirement in completing the SDBP	Complies of the SDBP not following the legislative requirements.	D	4	4	Reduction	SDBP is completed in accordance with the legislative requirements.	Strong	50.00%	3	2	Complete KPIs in accordance with Circular 04, Main Staff Reg. Constitution: members of Government.	
83	Intergovernmental Relations	Inability to adequately coordinate information from other spheres of government.	Other spheres of government does not provide information timely.	D	4	4	Reduction	Subsidiary focused engagements with sector (other spheres of government and internal departments.	Weak	0% - 50%	4	3	Adopted IGR calendar and aligns to strategic IGR engagements.	Manager: IPMS				
84	Annual Report	Annual report not submitted within legislative required timeframe	Inaccurate or reliable information from the primary source	New	4	4	Reduction	Timely communication of AR templates with directors	Weak	0% - 50%	3	3	Adopt IGR on submission of annual report information to the PA of all directors					
85	Integrated Development Plan	IP does not include legislative required (Index plans) (Non compliance).	Compliance of the IDP does not conform to legislative requirements.	T0	4	3	Reduction	Compliance with legislative requirements to complete the IDP	Good	40% - 60%	3	3	Ensure the IDP process is in line with council adopted timelines.	Manager: IPMS				

7.7**F&G07/05/26 DRAFT BOUQUET POLICY****REPORT FROM THE DIRECTOR CORPORATE SERVICES****PURPOSE OF THE REPORT**

The purpose of this report is to present the Draft Bouquet Policy to Council, as directed by the Executive Mayor. The policy seeks to establish a formal, consistent, and compassionate mechanism through which the Greater Knysna Municipality can demonstrate moral support and empathy towards its employees and Councillors during significant personal events, such as hospitalisation, bereavement, the birth or adoption of a child, or death in service.

BACKGROUND

Currently, the Greater Knysna Municipality does not have a codified framework governing the provision of tokens of sympathy or celebration (such as flower bouquets) to staff or Councillors. Responses to events such as hospitalisation, family bereavements, or new births have been ad-hoc, leading to potential inconsistencies. Furthermore, the absence of a clear policy creates uncertainty regarding budget limits, procedural responsibilities, and eligibility. Following a directive from the Executive Mayor to institutionalise this practice as a standard employee and Councillor well-being initiative, the Department of Administration has drafted the Bouquet Policy. The draft sets clear guidelines, including a maximum value of R500 per bouquet, defines qualifying events and family members, and assigns coordination responsibilities to the Human Resources Practitioner: Employee Assistance Programme (EAP).

DISCUSSION

The draft Bouquet Policy, attached hereto, applies to all employees, Councillors, the Municipal Manager, Directors, and contract workers of the Greater Knysna Municipality. The policy mandates the sending of a bouquet and card for hospitalisation of an employee or Councillor, death of an immediate family member (spouse, life partner, child, parent), birth or adoption of a child, and death of an employee or Councillor.

The HR Practitioner: EAP is designated as the central coordinator responsible for ordering, payment, delivery arrangements, and ensuring appropriate wording from the Municipality. Reporting lines are established via Heads of Department, their Personal Assistants, Supervisors, or the Occupational Health and Safety Officer.

A clear financial ceiling of R500 per bouquet ensures fiscal discipline while achieving the intended compassionate objective.

The policy includes a provision for review at the beginning of the term of each newly elected Council, ensuring continued relevance and oversight.

Adopting this policy will replace inconsistent practices with a transparent, dignified, and uniform standard of care. It reinforces the Municipality's commitment to the well-being of its human resources without creating undue administrative or financial burden. The Executive Mayor commends this policy to Council as a positive step towards a supportive organisational culture.

FINANCIAL IMPLICATIONS

Fixed amount to be made available annually.

RECOMMENDATION OF THE ACTING MUNICIPAL MANAGER

- [a] That Council note the contents of the Draft Bouquet Policy as a directive from the Executive Mayor; and
- [b] That the Policy be workshopped on a date and time determined by the Speaker before adoption

APPENDIX / ADDENDUM

A: Bouquet Policy

File Number: 9/1/2/9

Execution: Director: Corporate Services



BOUQUET POLICY

Policy Name	BOUQUET POLICY
Original Author(s)	Dept. of Administration
Policy Status	Draft
Council Resolution No and Date of approval	
Signature of Speaker	
Signature of MM	

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1. Introduction

The Greater Knysna Municipality cares about the well-being of its employees and Councillors and wants to show their moral support and compassion towards employees and their families when they are going through difficult times, such as hospitalisation or death in the family and when they are experiencing special events like the birth of a child.

2. PURPOSE OF THIS POLICY

The purpose of this policy is to provide an appropriate and consistent response from the Greater Knysna Municipality during events described above.

3. SCOPE OF THIS POLICY

This policy applies to all Employees and Councillors of the Greater Knysna Municipality, the Municipal Manager, Directors and contract workers.

4. POLICY

- 4.1 When the Councillor or Employee is hospitalised, the Head of Department's Personal Assistant, Supervisors or colleagues must inform the Human Resources Practitioner, Employee Assistance Programme to arrange a suitable gift bouquet.
- 4.2 In the event of a bereavement, an immediate family member, the Head of Department's Personal Assistant, Supervisors, or colleagues should inform the Human Resources Practitioner, Employee Assistance Programme to arrange a suitable gift bouquet. For purposes of this directive in terms of this policy, an immediate family member is a spouse, life partner, child/ren or parent.
- 4.3 When there is a death of an employee, the Head of Department's Personal Assistant should inform the HR Practitioner, EAP to arrange a suitable flower bouquet.
- 4.4 When an employee gives birth or has a new child (biological or adoptive), the Personal Assistant of the Head of Department should inform the HR Practitioner, EAP to arrange a suitable gift bouquet.
- 4.5 The Occupational Health and Safety Officer must inform Human Resources Practitioner: Employee Assistance Programme of any accident where a person is hospitalised while carrying out official duties.
- 4.6 Human Resources Practitioner: Employee Assistance Programme will ensure that flowers and appropriate wording from Greater Knysna Municipality are sent to the Employee, Councillor or his/her family. Human Resources will also inform the Chairpersons of Organised Labour.

4.2 Guidelines for giving Bouquets

- 4.2.1 Greater Knysna Municipality will send Bouquets to a maximum value of R500 and a card with appropriate wording to the Employee or Councillor or his/her family when:
 - a) The Employee or Councillor is hospitalised;

b) A family member of the Employee or Councillor dies (Father, Mother, Spouse or Children);

c) A child is born; or

d) An Employee or Councillor dies.

4.2.2 Human Resources Practitioner: Employee Assistance Programme will facilitate the process and render the service required.

5. **PROCESSES**

The process of ordering, payment and the arrangement of the delivery of bouquets will be coordinated by the Human Resources Practitioner: Employee Assistance Programme.

6. **POLICY REVIEW**

This policy will be reviewed at the beginning of the term of the newly elected Council.

7. **EFFECTIVE DATE & APPROVAL**

The Policy shall take effect on the date the Council has officially adopted it.

7.8

F&G07/05/26 FUNERAL/MEMORIAL SERVICE POLICY**REPORT FROM THE ACTING MUNICIPAL MANAGER****PURPOSE OF THE REPORT**

The purpose of this item is to present the proposed Draft Funeral/Memorial Service Policy to Council, as directed by the Executive Mayor. The policy establishes clear guidelines for employees wishing to attend memorial or funeral services of current or former Councillors and employees, including the provision of limited time-off. It complements existing family responsibility leave and seeks to provide a consistent, respectful framework that allows Management and employees to offer moral support to the bereaved and pay last respects to those who have given loyal service to the Greater Knysna Municipality.

BACKGROUND

Currently, the Greater Knysna Municipality does not have a formal, uniform policy governing attendance at memorial or funeral services for deceased Councillors or employees. As a result, practices regarding time-off, travel arrangements, and logistical support have been inconsistent. Employees and managers have faced uncertainty about how much time may be taken, who must approve attendance, and what resources may be utilised.

Following a directive from the Executive Mayor to address this gap, the Department of Administration has drafted the Funeral/Memorial Service Policy. The draft aligns with the Municipality's broader commitment to employee well-being and organisational cohesion while ensuring that essential services to the public remain uninterrupted. The policy explicitly clarifies that it does not replace family arrangements but focuses on internal staff participation and support.

DISCUSSION

The draft Funeral/Memorial Service Policy, attached hereto, applies to all employees and Councillors of the Greater Knysna Municipality. Employees are granted up to three hours (including travel time) to attend a memorial or funeral service of a Councillor or colleague. Any time exceeding three hours requires approval and must be covered by annual leave or overtime due. Heads of Department must ensure sufficient staff remain on duty to guarantee uninterrupted services, with special emphasis on essential services. Prior permission is required for employees from non-host departments to attend memorial services initiated by a Head of Department or assignee may be held in a municipal hall at minimal Council expense during office hours. The Parks Department may assist with decorations (flowers, pictures of the deceased, PA system). Trade Union banners are permitted provided they do not create division or offence.

Municipal transport is available only during normal working hours and only for services facilitated by the relevant department. Travel outside the Greater Knysna municipal area is the employee's own responsibility. The Municipality accepts no liability for any act, damage, or loss occurring during attendance. Non-adherence to the policy constitutes misconduct

under the Disciplinary Code. Disputes regarding ambiguous wording are referred to the Local Labour Forum for adjudication.

The policy will be communicated to all employees, reviewed after each Local Government Election, and implemented under the overall responsibility of the Municipal Manager or delegate. Budget and resource implications are to be quantified.

Adopting this policy will provide legal and procedural clarity, foster a supportive workplace culture, and ensure that the Municipality honours the service of deceased Councillors and employees without compromising service delivery. The Executive Mayor commends this policy to Council as a balanced, compassionate, and operationally responsible measure.

FINANCIAL IMPLICATIONS

Unknown, limited to use of Halls and plants from the Parks Dept.

RECOMMENDATION OF THE ACTING MUNICIPAL MANAGER

- [a] That Council note the contents of the Draft Funeral/Memorial Service Policy as a directive from the Executive Mayor; and
- [b] That the Policy be workshopped on a date and time determined by the Speaker before adoption.

APPENDIX / ADDENDUM

A: Funeral/Memorial Service Policy

File Number: 9/1/2/9

Execution: Director: Corporate Services



FUNERAL/MEMORIAL SERVICE POLICY

Policy Name	Funeral/Memorial Service Policy
Original Author(s)	Dept. of Administration
Policy Status	Draft
Council Resolution No and Date of approval	
Signature of Speaker	
Signature of MM	

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1. PURPOSE

The purpose of this policy is to set guidelines for taking time off to attend memorial services and funerals in the event of the death of Councillors and Officials, excluding "family responsibility leave". The purpose of the policy is to give guidance and direction to Memorial- and Funeral Services of former and current Councillor/s, employee/s in Greater Knysna Municipality. The policy objective also seeks to provide an opportunity for Management and Employees to provide Moral Support to the bereaved and to pay last respect to the departed who have given loyal service to the Municipality.

The policy does not seek to replace any family arrangements, but it will rather focus on internal staff members of Greater Knysna Municipality.

2. DEFINITIONS

- 2.1. Words indicating the masculine gender shall include the feminine gender.
- 2.2. All references to days shall be working days.
- 2.3. Time-Off refers to the service(funeral/memorial) and travel time to and from the funeral/memorial service.
- 2.4. Memorial service is a ceremony remembering and honouring a colleague/councillor who has passed away.
- 2.5. Funeral service is a ceremony that takes place before the burial or cremation of the body of a colleague/councillor who has passed away, and it may include the actual burial service.

Day - "means Monday to Friday, excluding public holidays, unless indicated otherwise by the context"

Employee - "means any person, excluding an independent contractor who works for another person or for the state and who receives, or is entitled to receive, any remuneration " (as per employment equity act 55 of 1998) - "(b) means any other person who in any manner assists in carrying on or conducting the business of an employer"

Employer - "means Greater Knysna Municipality"

Organising Committee – "committee members that assist and manage a multitude of tasks relating to memorial and funeral services"

3. POLICY

Employees will be granted two hours of time-off periods to attend a memorial service and/or funeral of a councillor/colleague on condition that a limited number of employees leave the office and uninterrupted services are still available to the public.

Leave, or overtime due, must be submitted for time-off exceeding the three-hour limit for attending the memorial service or funeral. Prior approval must be obtained for such time-off.

4. PROCESS

- 4.1. Three hours will be granted to employees attending a memorial service or funeral. Annual leave or overtime due must be submitted and approved for time-off exceeding three hours.

- 4.2. The relevant ESS (Employee Self Service) transaction must be submitted before taking the time-off, and also the application for leave or overtime due should the time-off exceed three hours.
- 4.3. The following policy guidelines are proposed in the event of the death of a councillor/employee.
- a) The initiative to hold a memorial service is initiated and arranged by the relevant Head of Department or assignee.
 - b) Employees from the section would be permitted to attend the memorial service;
 - c) Employees from other sections or departments must obtain permission timeously from their relevant Head of Department to attend;
 - d) The relevant Head of Department should ensure that sufficient staff members remain on duty to ensure a full, uninterrupted service is rendered. Special care must be taken that essential services are not interrupted.
 - e) Municipal transport will only be provided during normal working hours to the memorial service that is facilitated by the relevant department.
 - f) A hall will be arranged for the memorial service, at the Council's minimal expense, only during office hours.
 - g) That the arrangements of any memorial or funeral should be aligned with any applicable legislation or directive issued by the National Government,
 - h) That the employer shall not be held liable for any act/damage/loss. Employees attending funerals/memorials will do so at their own risk.

4.4. DECORATIONS OF THE HALL

- a) The official(s) will liaise with the Parks Department for decorations to make the setting aesthetically pleasing for the Memorial Service. Decorations of the hall will include, amongst other things:
- b) Flowers
- c) Pictures of the deceased, if the family may so wish and/or made available on time to the committee and logistic team.
- d) PA system, the official upon inspecting the venue or a need of the system it must be organized.
- e) Trade Union Banners can be mounted inside the hall and removed after the Memorial Service. The committee must make sure that at the venue, there will be nothing that will be used for decorations or be mounted that will bring divisions amongst the workforce and offend anyone who will be attending the Memorial Service.
- f) The department in which a worker was working may identify six people who will usher fellow workers, guests and the family members for order during the Memorial Service. Organised Labour is welcome to liaise with the Department should they wish to assist with this function.

4.5. TRANSPORT ASSISTANCE

- a) The employees shall be responsible for their own travel arrangements outside the Municipal boundaries of the Greater Knysna Municipal Area of jurisdiction.

4.6. SPEAKER/S FROM THE MUNICIPALITY

- a) The Organising Committee will decide who may speak at the memorial and funeral service on behalf of the Council.

5. IMPLEMENTATION AND MONITORING

5.1. Communication

This policy will be communicated to all Municipal employees using the full range of communication methods available to the Municipality.

5.2. Policy Review

This policy will be reviewed by the newly elected Municipal Council as soon as possible after the Local Government Elections.

5.3. Budget and Resources

The financial and resource implication/s related to the implementation of this policy should be qualified and quantified.

5.4. Roles and Responsibilities

The Municipal Manager or his/her delegate accepts overall responsibility for the implementation and monitoring of the policy.

5.5. Penalties

Non-adherence to any of the stipulations contained in this policy will be regarded as misconduct, which will be dealt with in terms of the Disciplinary Code.

5.6. Dispute Resolution

Any dispute arising from this policy due to ambiguous wording or phrasing must be referred to the Local Labour Forum for adjudication. Resolutions from the Local Labour Forum must be incorporated into the policy.

6. EFFECTIVE DATE AND APPROVAL

The policy will come into effect on the day of adoption by Council.

7.9

F&G09/05/26 REVIEW OF HOLDING OF EVENTS BY-LAW

REPORT FROM DIRECTOR CORPORATE SERVICES

PURPOSE OF THE REPORT

To report to Council on the review of the Holding of Events By-law.

BACKGROUND

The department embarked on a review process for the Holding of Events By-law in February 2026. The aim of the review is to 'tidy' up the document and to propose certain amendments in order to avoid any ambiguity.

The holding of Events By-law with the proposed amendments is enclosed hereto as **Annexure "A"**. All proposed amendments are indicated in "grey" and proposed deletions are strikedthrough.

The by-law as amended is accordingly to Council for consideration.

FINANCIAL IMPLICATIONS

Cost of Publication

RELEVANT LEGISLATION

Section 14 of the MSA

RECOMMENDATION BY ACTING MUNICIPAL MANAGER

- [a] That the report on the Review of the Holding of Events By-law be noted; and
- [b] That the Holding of Events By-law, as amended, be advertised for public comment in terms of Rule 47 of Council's approved Rules of Order for Internal Arrangements By-law.

APPENDIX / ADDENDUM

Annexure "A" – Holding of Events By-law as amended.

File Number: 9/1/2/9
Execution: Director: Corporate Services

Knysna Municipality
By-law relating to the Holding of Event

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Preamble

| **WHEREAS** the Knysna Municipality recognizes that the hosting of events is a significant part of its municipal affairs and acknowledges that events have an important role in modern society to enhance cultural, social, urban rejuvenation, economic growth and trade relationships in communities;

| **WHEREAS** the Knysna Municipality aims to regulate holding of events in a manner that ensures proper management thereof;

WHEREAS the ~~Knysna~~ Municipality wishes to support the co-ordination and collaboration between all role-players, to promote partnerships and to enhance the effect of events in the district;

AND WHEREAS the Municipality ~~of Knysna~~ Municipality wants to ensure that events happen safely and securely in a coordinated manner in its jurisdiction;

AND WHEREAS the Municipality ~~of Knysna~~ Municipality wants to provide for measures to safeguard the physical well-being and safety of persons and property at events in the district.

AND NOW THEREFORE, BE IT ENACTED by the Municipality ~~of Knysna~~ Municipality, as follows:

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Chapter 1 Definitions and Applications

1. Definitions

In this by-law, unless the context indicates otherwise, all words shall have the meaning defined as follows:

"application" means the application for permission to host an event in terms of this by-law;

"authorized official" means an official of the municipality authorized to implement or enforce the provisions of this by-law and/or any other by-law and/or law, including but not limited to any member of the municipal law enforcement service or any peace officer;

"Council" means the council of the ~~Knysna~~ Municipality or any political structure, political office bearer, councillor or any staff member acting under council's delegated or sub-delegated authority;

"emergency" means unforeseen circumstances that arise suddenly and involves imminent or actual danger to persons, property or the environment, which demands immediate action, including but not limited to a state that calls for immediate action, for example pandemics, war, civil commotion, fire, flood, action by any government, terrorism, sabotage or embargos, industrial action, strike or labour unrest;

"event" means a public or social occasion of at 30 persons and includes:

- (a) any sporting, recreational or entertainment event, including live acts;
- (b) any educational, cultural or religious event;
- (c) any business event including marketing, public relations and promotional, or exhibition events;
- (d) any charitable event, including any conference or organizational event;
- (e) any filming which is of such a nature that it may have an impact on vehicular or pedestrian traffic or may attract crowds;
- (f) any similar event or activity hosted at a stadium, public place, venue or along a route or its precinct, that is planned, has a clear programme, control and accountability, but excludes an event hosted by a private person held in his or her private capacity at a stadium or venue;

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"event organizer" means a person, entity, organisation, body or group, or its employees or agents, who intends to hold or who holds an event, whether in personal capacity or on behalf of another person, body or organisation and in the event that the event organiser is a minor the parent or guardian of such person;

"Event license" means a written permission to host an event in terms of this by-law;

"Events Policy" means the Policy on Events as approved by the Knysna Municipal Council and which gives effect to the by-law;

"Event Permit Officer" means the Municipal Manager of Knysna or any other designated municipal official delegated by him or her;

"Law Enforcement Officers" mean law enforcement officers of the Municipality ~~of Knysna~~ Knysna Municipality and includes members of the traffic services department of Knysna;

"municipal area" means the area of jurisdiction of the municipality as determined in terms of the Local Government: Municipal Demarcation Act, Act 27 of 1998;

"Municipality" means the Municipality ~~of Knysna~~ Municipality established in terms of section 12 of the Local Government: Municipal Structures Act, 1998 (Act No. 117 of 1998), by Provincial Notice No. 479 dated 22 December 2000 and includes any duly authorised agent thereof or any employee thereof acting in connection with this bylaw by virtue of a power vested in the municipality and delegated and/or sub-delegated to such agent or employee;

"Municipal Manager" means the person or acting person appointed as Municipal Manager in terms of section 82 of the Local Government: Municipal Structures Act, 1998 (Act No. 117 of 1998);

"public place" means—

- (a) any public land, square, public swimming bath, public resort, public recreation site, zoological, botanical or other public garden, park or hiking trail, including any portion thereof and any facility or apparatus therein or thereon, as well as any public open space, public road, road reserve, ~~reserve~~ street, lake, dam, or river;
- (b) any public building, structure, hall, room or office including any part thereof and any facility or apparatus therein, which is the property of, or possessed, controlled or leased by the City and to which the general public has access, whether on payment of admission fees or not;
- (c) any nature conservation area including-
 - i) nature reserves;
 - ii) protected natural areas;
 - iii) nature conservation worthy areas;
 - iv) natural open spaces;

"purpose-built venue" means a venue correctly zoned, built and suitable for the holding of specific events;

"private property" means a property which is not state owned, which falls outside the ambit of the definition of a public property;

“stakeholder” includes any person, organization, entity or body who is affected or has a role to play in the management or holding of an event;

“this by-law” includes the Schedules hereto;

“venue” means any open space, enclosed or semi-enclosed temporary structure or permanent structure zoned in terms of the applicable legislation –

- (a) within which a temporary or permanent structure may be erected, where an event is to be hosted; and
- (b) which, for the purposes of any categorization, designation and certification of an event may consist of –

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- (i) seating for spectators, attendees or an audience; or
- (ii) a field of play or a permanent or temporary podium or other area within a venue, reserved for the purposes of hosting an event;

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“venue owner” means any person or legal entity that, now or in the future, will directly or indirectly own, lease, rent, acquire or exercise the powers of an owner or occupier of a venue used for events.

2. Application of this By-law

- (1) This By-law applies to any event held within the area of jurisdiction of the Knysna Municipality, including events held on both private land and public places, provided that where an event is held on private land, subject to any other applicable legislation, it has an impact on the resources of the municipality and the surrounding community.

In this by-law words used in the masculine gender include the feminine, the singular includes the plural and vice versa; and the English text prevails in the event of an inconsistency between the different texts.

- (2) This by-law does not apply to -

- (a) events of fewer than 30 persons where there is no amplified sound or no temporary structures to be used;
- (b) public participation or meetings held by ward councillor;
- (c) small events such as family and community events held on private property or purpose built venues, subject to any other legislation;
- (d) funerals and funeral processions, events held at a purpose built venue or the grounds of any school, playground, place of worship, hotel and/or any other conference facility, athletic field, arena, auditorium or similar permanent place of assembly when used for events normally held in such venue, provided that this exclusion does not apply to events or parts of events held outside the venue or building, or which by their nature, size or impact are considered outside the normal use parameters for the venue;
- (e) sport fixture and events regulated by the Safety at Sports and Recreational Events Act No.2 of 2010.

- (3) Notwithstanding subsection (2), the Events Permit Officer or a Law Enforcement Officer may –

- (a) when the Events Permit Officer or a Law Enforcement Officer finds that this by-law is, or likely to be, contravened by an event organizer ;or

- (b) when a stakeholder affected by the impact and risk attached to an event files a complaint with the Event Permit Officer or a Law Enforcement Officer,

issue a compliance notice to the event organizer in terms of section 8 and act in terms of this By-law.

- (4) Purpose-built venues are excluded from this by-law in respect of events normally held in such venue, provided that —
 - (a) this exclusion does not apply to events or parts of events held outside the venue or building, or which by their nature, size or impact are considered outside the normal use parameters for the venue;
 - (b) owners or managers of purpose-built venues must submit an application to the events permit office for approval of their events programmes which shall be valid for one year.
- (5) The Events Permit Officer may, from time to time, issue directives regarding specific or special application process for any specific or special event which may vary in respect of the criteria referred to in section 6.
- (6) In the event of a conflict between this By-law and any other by-law of the Municipality this by-law shall prevail regarding the management and holding of events.
- (7) In the event of any conflict between the English text of this by-law and the text thereof in another language, the English text prevails.

Administration and enforcement

- (1) The Director Community Services is responsible for the administration and enforcement of this by-law.
- (2) The Director may delegate these powers and duties to any other Director under whose functional duties such administration or enforcement may fall, to act accordingly.
- (3) The Director may delegate any power or duty to any municipal official in his/her directorate.

Prohibitions

- (1) No person may organise an event, on which this by-law is applicable, in the municipal area without prior written permission having been obtained in terms of this by-law.
- (2) An event organiser whose application has been approved is responsible to ensure that the event is in compliance with all applicable legislation, this or any other by-law and any condition imposed by the municipality.

Adoption and implementation of an Events Policy

- 1) The municipality shall adopt and implement an Event Policy consistent with this by-law, which will prescribe the processes that will be followed by the municipality when considering an event application as well as any other matter related thereto.
- 2) This by-law gives effect to the Events Policy which must be read with the by-law and a transgression of this by-law will be deemed as a transgression of the Policy and *vice versa*.

Chapter 2

PERMIT APPLICATION PROCESS, REQUIREMENTS, DECISIONS AND ENFORCEMENT

3. Submission of applications for approval to hold or stage events

- (1) An application to hold or stage an event must be made by the event organizer to the Events Permit Officer and submitted –
 - (a) by a person who is at least 18 years old;
 - (b) in a form and or manner as prescribed by the Events Permit Officer;
 - (c) within the prescribed time frames determined by the municipality that shall not be less than 60 days before the event is to take place;
 - (d) by a person or on behalf of a person who possesses the necessary capacity and resources, as set out in the Schedule 1, to the Events Permit Officer.
- (2) The application must include all information required as indicated in the prescribed form and any additional information as may be requested by the Events Permit Officer and must include:
 - (i) the name and full details of the individual, entity, organisation or body to be responsible as the event organiser;
 - (ii) the proposed venue for the event;
 - (iii) the proposed days and hours of operation for the event;
 - (iv) any funding required from the municipality;
 - (v) approved land use application (e.g temporary use departure) if required;
 - (vi) proof of public liability insurance
 - (vii) a copy of the contract with operator of the venue, unless the operator is the applicant;
 - (viii) the maximum number of proposed attendees, including staff, to be allowed at the event;
 - (ix) the proposed security plans for the event including the number of personnel and their qualifications;
 - (x) the proposed medical and safety plans for the event including the number of personnel and their qualifications;
 - (xi) the proposed parking and traffic plans for the event;
- (3) all applications must be accompanied by proof of payment of the applicable fees and deposit payable for the event.
- (4) in the event of failure to submit the information referred to in subsection (2) and proof of payment in terms of subsection (3) an application will not be considered in terms of this by-law.

4. Requirements and conditions

- 1) No person may hold or stage any event without obtaining a permit referred to in section 5(3) save as is provided for herein.
- 2) An application for an event must comply with the provisions of this by-law and contain such information as indicated in the prescribed application form as set out in the Schedule 2.
- 3) The event organiser may not advertise the planned event before an application is submitted to the municipality and the Event Permit Officer has informed the event organiser in writing that the application has been approved in terms of section 5(1).
- 4) The Events Permit Officer must, ensure that consultation with relevant stakeholders identified by the municipality is undertaken by the event organizer.

- 5) The Events Permit Officer must satisfy him/ herself by written documentation that adequate public liability insurance cover, appropriate indemnity cover is obtained for an event by the event's organiser. Similarly where an activity which may put the public at risk will be involved, proof of appropriate specialized risk insurance, blanket liability or work cover must be provided to the Events Permit Officer by the event's organiser.
- 6) The Municipality shall not be liable for any costs, including any damage or loss, incurred or suffered as a result of an event held in terms of this by-law.
- 7) The Council must, as part of its budgeting process in terms of the Local Government: Municipal Finance Management Act, 2003 (Act No. 56 of 2003), determine tariffs and deposits payable for events.
- 8) The municipality shall not, in respect of any planning for an event, application, approval or permit issued for an event in terms of this by-law, be held liable for any:
 - a) damage to or loss of any property of the event organiser or any third party; or
 - b) costs incurred by an event organiser or any third party.
- 9) The event organizer, or the venue owner in the case of a small event referred to in section 2(2) (b), shall be liable for the cost of any service provided by the municipality for or in respect of an event.

5. Decisions on events

- 1) The Events Permit Officer must approve or decline an application for an event in terms of this by-law, within a time period applicable to an event as set out in Schedule 1.
- 2) Once a decision has been taken in terms of subsection (1) the applicant must be informed thereof in writing.
- 3) Where an application for an event has been approved, the Events Permit Officer must issue a permit specifying the conditions applicable.
- 4) Where an application for an event has been declined, reasons for the decision must be communicated to the applicant in writing within the timeframe specified in Schedule 1.
- 5) The event organizer must make sure that the permit or a certified copy thereof is available at the venue for inspection at all stages and at all times of the event.

6. Criteria

- 1) The Events Permit Officer must ensure that applications for staging an event are considered in accordance with the following criteria, where applicable:
 - a) the type and size of an event;
 - b) the impact of the event on municipal services including services relating to noise control, traffic, parking, local amenities, public places, health and all incidental services affected by the holding of the event logistical aspects, as well as marketing, economic, social and environmental objectives;
 - c) whether the proposed use of the land complies with the applicable zoning scheme and any conditions applicable thereunder;
 - d) the safety and security risk management of the event in respect of the event plan, logistics, location, site design and other activities taking place near or at the event venue and other threats to the event;
 - e) return on investment of the event, in cases where the event is sponsored fully or partly by the municipality; and
 - f) that the event complies with all applicable legislation.

- 2) The Events Permit Officer may impose reasonable conditions to the permit to protect the health, safety and welfare of the public pertaining to:
- a) lighting;
 - b) insurance;
 - c) noise levels;
 - d) fire services and safety;
 - e) parking and traffic issues;
 - f) security and crowd management;
 - g) emergency and medical services;
 - h) temporary construction, barricades and fencing;
 - i) sanitation, ablution facilities and availability of water;
 - j) location and hours during which the event may be held;
 - k) clean-up of premises and surrounding area and waste disposal;
 - l) removal of advertising and promotional materials after the event;
 - m) any other requirement as the municipality may deem necessary.

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7. Holding of an event

- 1) An event organizer whose applications have been approved in terms of this by-law are responsible for the event and must ensure that:
- a) the event is held in compliance with the provisions of this by-law, the conditions imposed by the Events Permit Officer and does not contravene any ~~here-law~~ legislation;
 - b) the conduct of persons attending an event and the activities undertaken or carried out at the event do not negatively impact on affected communities during such event;
 - c) any compliance notice issued by the Events Permit Officer in terms of section 8 is complied with.

8. Compliance notice

- 1) When the Events Permit Officer or a Law Enforcement Officer finds that a provision of this by-law is contravened by an event organizer or that a condition has arisen that has the potential to lead to a contravention of this by-law or any other law, he or she:
- a) may issue a compliance notice to the event organizer; or
 - b) may, on receipt of information from an authorized official relating to the contravention of this by-law or any other law in respect of the holding or staging of an event, issue a compliance notice to the event organiser.
- 2) A notice issued in terms of subsection (1) must state:
- a) the provision of the By-law and/or the provisions of any other legislation and/or the condition of the permit that is being contravened or will be contravened if the condition is allowed to continue;
 - b) the measures that must be taken to rectify the condition; and
 - c) the time period in which the notice must be complied with.
- 3) If a person on whom notice was served in terms of subsection (1), fails to comply with the requirements of the notice, the Event Permit Officer, a Law Enforcement Officer or an authorized official may, for the purposes of this by-law, take such steps as may be necessary to rectify the condition at the cost of the event organizer.
- 4) A person who fails to comply with a compliance notice issued in terms of subsection (1) commits an offence.
- 5) The municipality shall, in respect of a person who fails to comply with a compliance notice in respect of one or more events:

- a) keep a record of non-compliance and consider any appropriate action as may be required; and
- b) require an increased deposit from the person for future events to be held or staged by such person; and
- c) require proof of measures in place to ensure compliance of this bylaw where the party defaulted at a former event.

9. Right of entry, inspection and ~~right of access~~ monitoring

- 1) The Events Permit Officer, an authorized official or a law enforcement officer may ~~at any reasonable time and without prior notice~~, conduct inspections and monitoring of a venue after the submission of an application, during or after the staging or holding of an event to determine compliance with this by-law.
- 2) The Events Permit Officer or a law enforcement officer has a right of access to or over any venue for the purposes of:
 - a) performing all necessary acts or required to be done by the municipality under this by-law;
 - b) ascertaining whether there is or has been a contravention of the provisions of this by-law; and
 - c) enforcing compliance with the provisions of this by-law.
- 3) An Events Permit Officer, an authorized official, or a law enforcement officer may require such owner or occupier to provide, at any reasonable date and time access to such property to a person and for a purpose referred to in subsection (2).
- 4) No person may:
 - a) Interfere with, hinder, obstruct, prevent, or attempt to interfere with, hinder, obstruct or prevent an authorised municipal official from entering, inspecting and monitoring as contemplated in subsection (1) and (2).
 - b) Submit false or misleading information to the municipality relating to an event or an event organiser.

10. Suspension and revocation of permit

- 1) The Event Permit Officer, may, where the event organizer fails to comply with a compliance notice issued in terms section 8, by notice in writing to the event organiser:
 - a) suspend the permit immediately until the event organiser has complied with the compliance notice;
 - b) revoke the permit and take such steps as may be necessary in terms of this by-law, for which costs incurred by the Municipality the event organiser shall be liable; or
 - c) on receipt of information from a Law Enforcement Officer or an authorised official relating to failure to comply with a compliance notice, suspend or revoke the permit of an event organizer.
- 2) The Municipality may, where the Events Permit Officer has acted in terms subsection (1), withhold the deposit paid by the event organizer for an event as security for the payment of such costs.
- 3) The Municipality may also suspend or revoke an event license or permit in the event of an emergency.

Fees, tariffs and deposits

- 1) The municipality may impose such fees and tariffs that may be applicable to the specific event, as fully set out in the Events Policy and Tariff Book.
- 2) An event organizer may pay any such fees and tariffs prior to the event licence being issued.

Chapter 3**General Provisions****11. Agreements and Partnerships**

- 1) The Municipality may enter into such agreements and partnerships with event organizers as may be necessary for the holding and management of events in terms of this by-law.
- 2) The Municipality may, under an agreement or partnership contemplated in subsection (1), provide support either logistically, financially or both to specific events which are aligned to the strategic objectives of the Municipality.
- 3) The agreements and partnerships contemplated in subsections (1) must provide for service levels which must be met by the parties in order to ensure compliance with this by-law and the Local Government: Municipal Finance Management Act, 2003 (Act No. 56 of 2003).
- 4) Notwithstanding the provisions of this By-law relating to offences and penalties, an agreement concluded in terms of this section may provide for penalties for which an event organizer shall be liable in the event of non-compliance therewith.

12. Delegations

- 1) The Events Permit Officer may delegate any of the powers conferred on him or her either in whole or in part under this By-law to any other official of the Municipality.
- 2) The Municipal Manager may appoint officials in the employ of the Municipality as authorised officials to enforce the provisions of this by-law.

13. Right of Appeal

- 1) ~~Parties to a dispute arising from a conflict in terms of this By-law must attempt to resolve such conflict before exercising the right of appeal contemplated in subsection (2) through consultation with each other.~~
- 2) ~~The event organizer may appeal against a decision where his or her application to hold an event has been declined.~~
- 3) ~~An appeal may be lodged in writing with the Municipal Manager within a period as indicated in Schedule 1 in relation to the type of event concerned.~~
- 4) ~~The application which is a subject of appeal must be decided in terms of section 5 before the appellant may lodge an appeal within the applicable time frames set out in Schedule 1.~~
- 5) ~~An appeal lodged in terms of this section must be considered and decided within such time as indicated in Schedule 1 in relation to the type of event concerned.~~
- 6) ~~The Municipal Manager may delegate any official of the Municipality to consider and decide on appeals referred to in subsection (2).~~

A person whose rights are affected by a decision taken in terms of this by-law has the right to lodge an appeal against the decision taken in terms of section 62 of the Local Government: Municipal Systems Act, Act 32 of 2000.

14. Offences and Penalties

Any person who:

- 1) Obstructs or hinders the municipality in the exercising of the powers or performance of functions or duties under this by-law;
- 2) Contravenes or fails to comply with any provision of this by-law ~~constitutes an offence~~;
- 3) Fails to comply with the terms of a notice served upon him in terms of this by-law ,

Is guilty of an offence and liable on conviction to:

- i) A fine or imprisonment, or to both such fine and such imprisonment; and
- ii) In the case of a continuing offence, to an additional fine or an additional period of imprisonment, or to both such additional fine and imprisonment for each day on which such offence is continued and a further amount equal to any costs and expenses found by the court to have been incurred by the municipality as result of such contravention or failure.

- 4) ~~A person who commits an offence in terms of this By-law shall, on conviction, be liable for the payment of a fine or a term of imprisonment, or both such fine and such imprisonment.~~

Repeal of by-laws

The provisions of any by-law previously promulgated by the municipality or by any of the disestablished municipalities now incorporated in the Knysna Municipality, are hereby repealed as far as they relate to matters provided for in this by-law.

15. Short title

This By-law is called the Knysna Municipality: Events By-law and comes into operation on the date of promulgation thereof in the Government Gazette.

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SCHEDULE1**Schedule of Events Application Timeframe**

Subject to Application Criteria, the following Timeframes Below will apply:

Size	Crowd size/No of Participants	Minimum time for submission of application to the municipality by the event organiser before the date of an event [all required information relating to the application must be submitted in terms of section 3(2)]	Minimum time for the municipality to respond to an application for staging an event	Appeals to be lodged by applicant with the municipality within	Appeal to be decided by the municipality within
Small	50 to 2000	20 working days (4 weeks)	10 working days (2 weeks)	48 hours of receipt of written notice from the municipality indicating failure to resolve conflict	48-hours- 5-7 working days of receipt of written notice of appeal
Medium	2001 to 5000	25 working days (5 weeks)	15 working days (3 weeks)	48 hours of receipt of written notice from the municipality indicating failure to resolve conflict	48-hours- 5-7 working days of receipt of written notice of appeal
Large	5001 to 10 000	30 working days (6 weeks)	20 working days (4 weeks)	48 hours of receipt of written notice from the municipality indicating failure to resolve conflict	48-hours- 5-7 working days of receipt of written notice of appeal
Very Large	10 001 and above	90 working days (minimum 4 months, 6 months ideal)	40 working days (2 months)	48 hours of receipt of written notice from the municipality indicating failure to resolve conflict	48-hours- 5-7 working days of receipt of written notice of appeal

Note:

1. The timeframes do not include events applications where a land use planning approval is required i.e. where an event is to be held on land which is not appropriately zoned. In such instances, the time frames for a very large event will apply.
2. If a small event includes food vendors, a minimum of 15 days will be required if food vendors need to apply for licences and certificates of acceptability.
3. Any event which involves an application for a temporary land use departure and where the departure has not been granted must follow the appeals process as outlined in the Land Use Planning Ordinance, 1985 (Ordinance No. 15 of 1985), Knysna Municipality's Land Use Planning By-law.

Schedule 2
Events requirements listing

Note: The Municipality may request information additional to that listed as determined by the type and detail of the event as follows:

- a) Description of event: including type, date, venue, locality and number and profile of participants.
- b) Event Programme: full details and times, plus contact details for person responsible for each aspect of event.
- c) Layout of event: including stages, marquees, catering, venue operation centre etc.
- d) Zoning confirmation of the permitted land use or land use planning approval where necessary.
- e) Transport and Traffic Management Plans (T& TMP), which may include where applicable, proposed road closures, route plan, parking, optimal public transport utilisation, emergency access routes. The format of the T& TMP will be as prescribed by the Municipality.
- f) Crowd Management Plan.
- g) Emergency and Contingency Plans: including medical, security, emergency, facility, evacuation.
- h) Event Communication Plan: including ticket selling strategy, accreditation.
- i) Community Participation Plan: including but not limited to contact with Councillors/s; Community/ Residents Organisations/Associations and Business Associations/ Forums and or other Stakeholders.
- j) Environmental Management Plan, including a rehabilitation plan, financial guarantee, or any applicable environmental or heritage permission.
- k) Integrated Waste Management Plan (including immediate precinct). Vendors/Caterers: list of details and use of liquid petroleum gas.
- l) Health requirements including: certificates of acceptability, vendor licenses, ablution facilities or mobile toilets.
- m) Completed application forms for: noise exemption and amplified sound (incl. public participation) and erection of stages/marquees.
- n) (Proof of submission of an application for liquor licence/s, fireworks application, civil aviation application as per the specific of the type of event).
- o) Knysna Municipality services requirements: including electricity, water, waste management plan (during and after the event), transport, roads and storm water.
- p) Indemnity forms and public liability insurance as well as the prescribed insurance confirmation letter.
- q) Written approval from venue owner/venue manager to the applicant authorising the event organiser to the use of the facility/venue to host the event.

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SCHEDULE 3

Schedule of fines (Notwithstanding any other fines which may be imposed in terms of any other by-law, these fines may be imposed for contraventions of the Event's by-law and may be additional to such fines)

Section	Offence	Fine	Fines for repeat Offenders (section 8(5))
4(1)	Holding an event without a permit	Small event – R 1 000 Medium event – R 5 000 Large event – R 10 000 Very large event R 15 000	R 10 000 R 50 000 R 100 000 R 150 000
7(1)(a)	Holding an event in contravention of the Events by-law or any other law.	Small event – R 1 000 Medium event – R 5 000 Large event – R 10 000 Very large event R 15 000	R 10 000 R 50 000 R 100 000 R 150 000
7(1)(b)	Failure to ensure that the conduct of person attending the event and the activities undertaken or carried out do not disturb the neighbouring community and residents	Small event – R 1 000 Medium event – R 5 000 Large event – R 10 000 Very large event R 15 000	R 20 000 R 80 000 R 200 000 R 300 000
7(1)(c)	Failure to ensure that a compliance notice issued by the Event Permit Officer is complied with.	Small event – R 1 000 Medium event – R 5 000 Large event – R 10 000 Very large event R 15 000	R 50 000 R 100 000 R 400 000 R 600 000
8(1)	Failure to comply with a compliance notice issued by the Events Permit Officer or Law Enforcement Officer.	Small event – R 1 000 Medium event – R 5 000 Large event – R 10 000 Very large event R 15 000	

PROPERTIES ITEMS

7.10

F&G10/05/26 ALLOCATION OF A PORTION OF ERF 3801 & ERF 3805, KNYSNA AS A SKILLS DEVELOPMENT CENTRE TO SOUTH CAPE COLLEGE

REPORT FROM THE DIRECTOR CORPORATE SERVICES

PURPOSE OF THE REPORT

To request the Municipal Council to conclude the allocation of a portion of Erf 3801 (**see Annexure A**) and Erf 3805 (**see Annexure B**), Knysna to South Cape College.

PROPERTY DESCRIPTION:

ERF DESCRIPTION	
	Erf Number
	Portion of RE/3801 & Erf 3805, Knysna
	Area
	Knysna
	Street Address
	Boswerker Street
	Ward
	9
	Ownership
	Knysna Municipality
	Zoning
	Open Space Zone I – Erf 3801 Industrial Zone I – Erf 3805
	Usage
	Vacant
	Valuation Roll
	R 5 185 000 – Erf 3801 R 450 000 – Erf 3805
	Current Income
	R 0.00
	Title Deed Number
	T25400/1979 – Erf 3801, Knysna T28869/1990 – Erf 3805, Knysna

BACKGROUND

The Municipal Council on 5 June 2025 *inter alia* resolved the following:

“F&G21/04/25 REPORT BACK ON SKILLS DEVELOPMENT CENTRE – SOUTH CAPE COLLEGE (A PORTION OF ERVEN 568, 571 & 3801 KNYSNA)

UNANIMOUSLY RESOLVED

[a] ...;

[b] ...;

[c] ...;

[d] ...

[e] *That Council approves the alienation of a portion of Erf 3801, Knysna to the South Cape College Satellite Campus;*

[f] *That the Municipal Manager be authorised to enter into negotiations with the Department of Public Works and Infrastructure to effect the necessary transactions to enable Knysna Municipality to do a land swap of their Erf 2659, Knysna for the alienation of the portion of Erf 3801, Knysna to be registered in favour of the South Cape College; and*

[g]

File Number: 7/2/1/2

Execution: Municipal Manager

Director: Corporate Services

Acting Head: Properties"

The Municipal Manager submitted a letter to the Western Cape Government to initiate the possible land swap as resolved by the Municipal Council (**see Annexure C**).

The Western Cape Government, Department of Infrastructure, responded stating that the disposal or transfer of provincial state land may only proceed once the User Department has confirmed that the property is no longer required for the achievement of its service delivery objectives. The Department further stated that the disposal process of any land will be conducted in terms of Section 3 of the Western Cape Land Administration Act, including any public notice and intergovernmental coordination requirements that must be initiated (**see Annexure D**).

It is therefore accepted that the Western Cape Government is, at this stage, not interested in a possible land swap.

In order to give effect to the resolution of Council, it is proposed that the administration be authorized to advertise the alienation of the envisaged portion of land by way of donation for public comment, so that a donation agreement can be entered into between Knysna Municipality and the South Cape College. The previous advertisement to allocate a portion of Erf 3801, Knysna, to South Cape College was for a 99-year lease and not for alienation.

It is proposed that Council should consider the inclusion of Erf 3805, Knysna, as part of this development and advertisement, in order for Erf 3805, Knysna, to serve as the access route to Erf 3801, Knysna. Erf 3805, Knysna, is situated between Boswerker Street and Erf 3801, Knysna (**see Annexure B**).

DISCUSSION

The Remainder of Erf 3801, Knysna, will need to be subdivided, rezoned, and subsequently transferred to South Cape College. South Cape College should be responsible for all costs relating to the subdivision, rezoning, and registration of the portion of Erf 3801 and 3805, Knysna to be allocated to them.

CURRENT ZONING

As per the Knysna Municipality zoning scheme by-law (2020) Erf 3801, Knysna is zoned as Open Space Zone I.

As per the Knysna Municipality zoning scheme by-law (2020) Erf 3805, Knysna is zoned as Industrial Zone I.

CURRENT USAGE OF PROPERTY (VIALE OR NON-VIALE MUNICIPAL LAND)

In terms of the Knysna Management of Immovable Property Policy Erf 3801, Knysna is viable property, of which a portion is utilised as a parks depot.

In terms of the Knysna Management of Immovable Property Policy Erf 3805, Knysna is non-viable property.

CURRENT VALUE OF THE PROPERTY AS PER GENERAL VALUATION ROLL

Erf 3801, Knysna is valued at R 5 185 000 on the General Valuation Roll.

Erf 3805, Knysna is valued at R 450 000 on the General Valuation Roll.

INTENDED FUTURE USAGE OF PROPERTY

The Municipality has no other future intended use for the portion of Erf 3801, Knysna and Erf 3805, Knysna other than the current use.

FINANCIAL IMPLICATIONS

Land use development and transfer costs must be borne by the South Cape College.

RELEVANT LEGISLATION

Local Government: Municipal Finance Management Act, 2003

Local Government: Municipal Finance Management Act (56/2003): Municipal Asset Transfer Regulations

Management of Immovable Property Policy

Knysna Municipality Supply Chain Management Policy

DELEGATION

N/A

RECOMMENDATION OF THE DIRECTOR CORPORATE SERVICES

- [a] That the report and annexures regarding the allocation of a portion of Erf 3801, Knysna as a skills development center for South Cape College, be noted;
- [b] That the Municipal Managers letter to the Western Cape Government dated 03 November 2025, be noted;
- [c] That the Western Cape Government, Department of Infrastructure's reply letter dated 11 November 2025, be noted;

- [d] That in terms of the Knysna Municipality's Management of Immovable Property Policy, Erf 3805, Knysna is classified as non-viable property;
- [e] That in terms of Section 14(6) of the Local Government: Municipal Finance Management Act, 2003, the Municipal Council confirms that the portions of Erf 3801 & Erf 3805, Knysna, are non-exempted capital assets;
- [f] That in terms of Regulation 5(2) of the Local Government: Municipal Finance Management Act, 56/2003: Municipal Asset Transfer Regulations, 2008, the Municipal Council confirms that erven 3801 & 3805, Knysna are not a "high value" assets and that a public participation should be followed although not mandatory;
- [g] That the Municipal Council approves the advertising of the intended alienation of a portion of Erf 3801, Knysna & Erf 3805, Knysna by way of donation; and
- [h] That after the advertising period the matter must be resubmitted to the next section 80 (Corporate Service Committee).

APPENDIX / ADDENDUM

ANNEXURE A – GIS MAP OF ERF 3801, KNYSNA

ANNEXURE B – GIS MAP OF ERF 3805, KNYSNA

ANNEXURE C – LETTER TO WESTERN CAPE GOVERNMENT

ANNEXURE D – LETTER FROM WESTERN CAPE GOVERNMENT, DEPARTMENT OF INFRASTRUCTURE

File Number: 7/2/1/2

Execution: Acting Municipal Manager
Director: Corporate Services



Enquiries: Mr D Fourie

Dr. Lulamile Mapholoba
Municipal Manager
Knysna Municipality
PO Box 19
George
6530

Per email: mm@knysna.gov.za

Dear Dr Mapholoba

RE: LAND SWAP - ERF 2659 & A PORTION OF ERF 3801, KNYSNA

Your letter dated 3 November 2025 regarding the above-mentioned matter refers.

Please note that Erf 2659, which is owned by the Western Cape Government (WCG), is reserved for the Western Cape Education Department (WCED) for educational purposes. Furthermore, there are no other WCG-owned erven in the vicinity that would be suitable for the establishment of the South Cape College Campus.

Kindly be advised that, in terms of the Government Immovable Asset Management Act, 2007 (GIAMA), and the Western Cape Land Administration Act, 1998 (Act 6 of 1998), the disposal or transfer of provincial state land may only proceed once the User Department has confirmed that the property is no longer required for the achievement of its service delivery objectives.

Should the WCED confirm that the property is surplus to its requirements, the Custodian will assess possible alternative government uses in accordance with Section 5(1)(f) of GIAMA. Thereafter, the disposal process prescribed in Section 3 of the Western Cape Land Administration Act, including any public notice and intergovernmental coordination requirements will be initiated.

For any further enquiries, please contact Mr Deon Fourie at Deon.Fourie@westerncape.gov.za

Kind Regards,

DEPUTY DIRECTOR: PROPERTY PLANNING

DATE: 11 NOVEMBER 2025



KNYSNA
Municipality
Munisipaliteit
uMasipala

Collab. Ref.: 2716919

File Ref.: 7/1/2/5

R. Hardnick

2025-11-03

Mr. Deon Fourie
Western Cape Government
Department of Public Works and Infrastructure
CAPE TOWN
8000

E-mail Address: Deon.Fourie@westerncape.gov.za/Ansa.Ferreira@westerncape.gov.za/Jenisha.Chetty@westerncape.gov.za

Dear Mr. Fourie,

LAND SWAP – ERF 2659 & A PORTION OF ERF 3801, KNYSNA

The above matter refers.

We have received an application for land within our municipal area for the establishment of a campus for South Cape College.

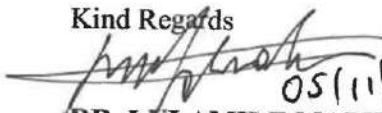
Our Municipal Council is very eager to assist South Cape College in establishing a campus in Knysna, as we currently do not have any tertiary institutions in our municipal area. The presence of South Cape College would significantly contribute to the future growth of our town. Unfortunately, we do not have any suitable land available in the areas requested by South Cape College.

The Western Cape Government is the registered owner of Erf 2659, Knysna, located at the corner of Main Road (N2) and Bokmakierie Road in Knysna. Our Municipal Council has resolved that I initiate negotiations with the Western Cape Government regarding a possible land swap: Erf 2659, Knysna in exchange for a portion of Erf 3801, Knysna (intended for South Cape College).

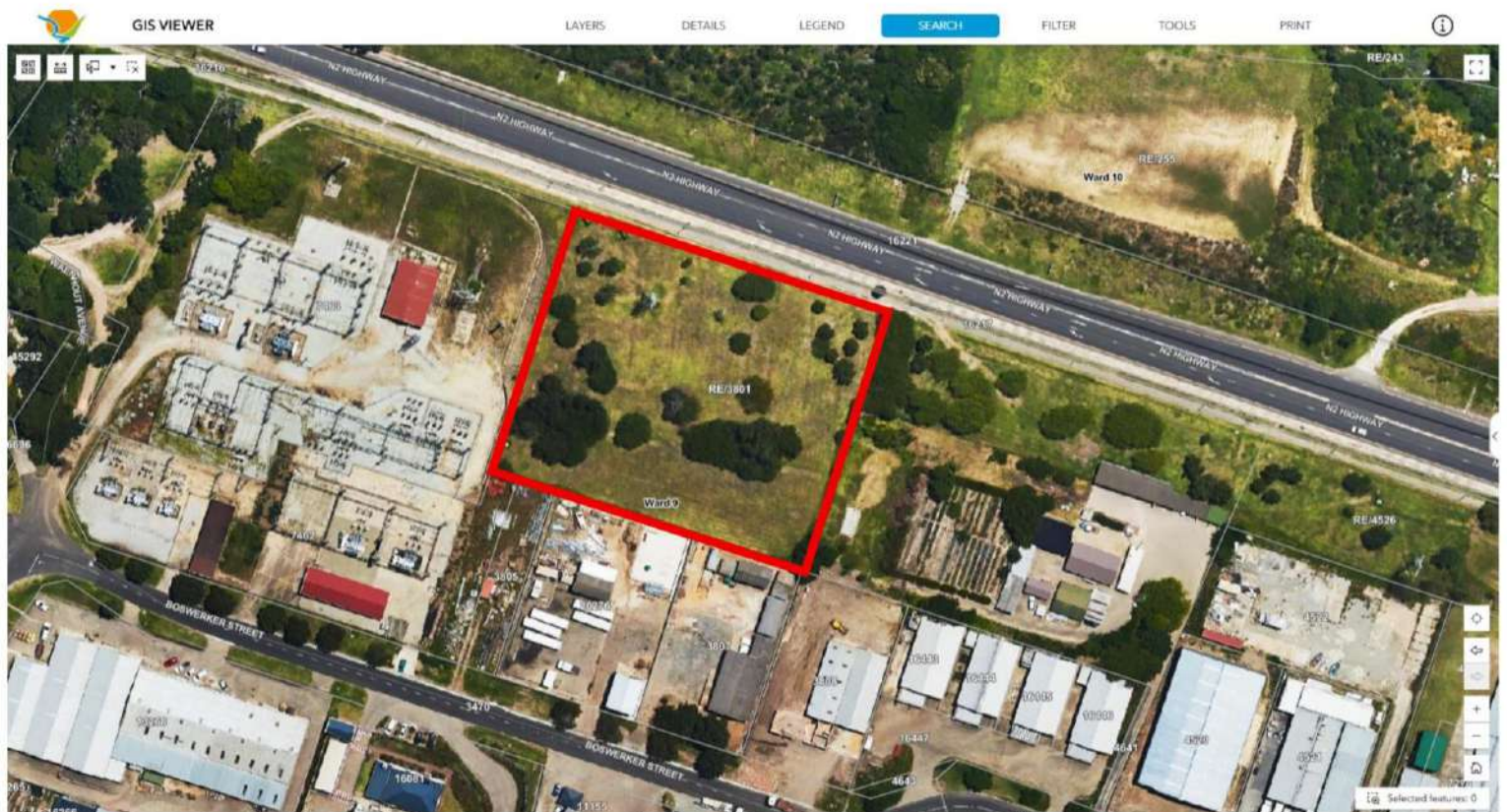
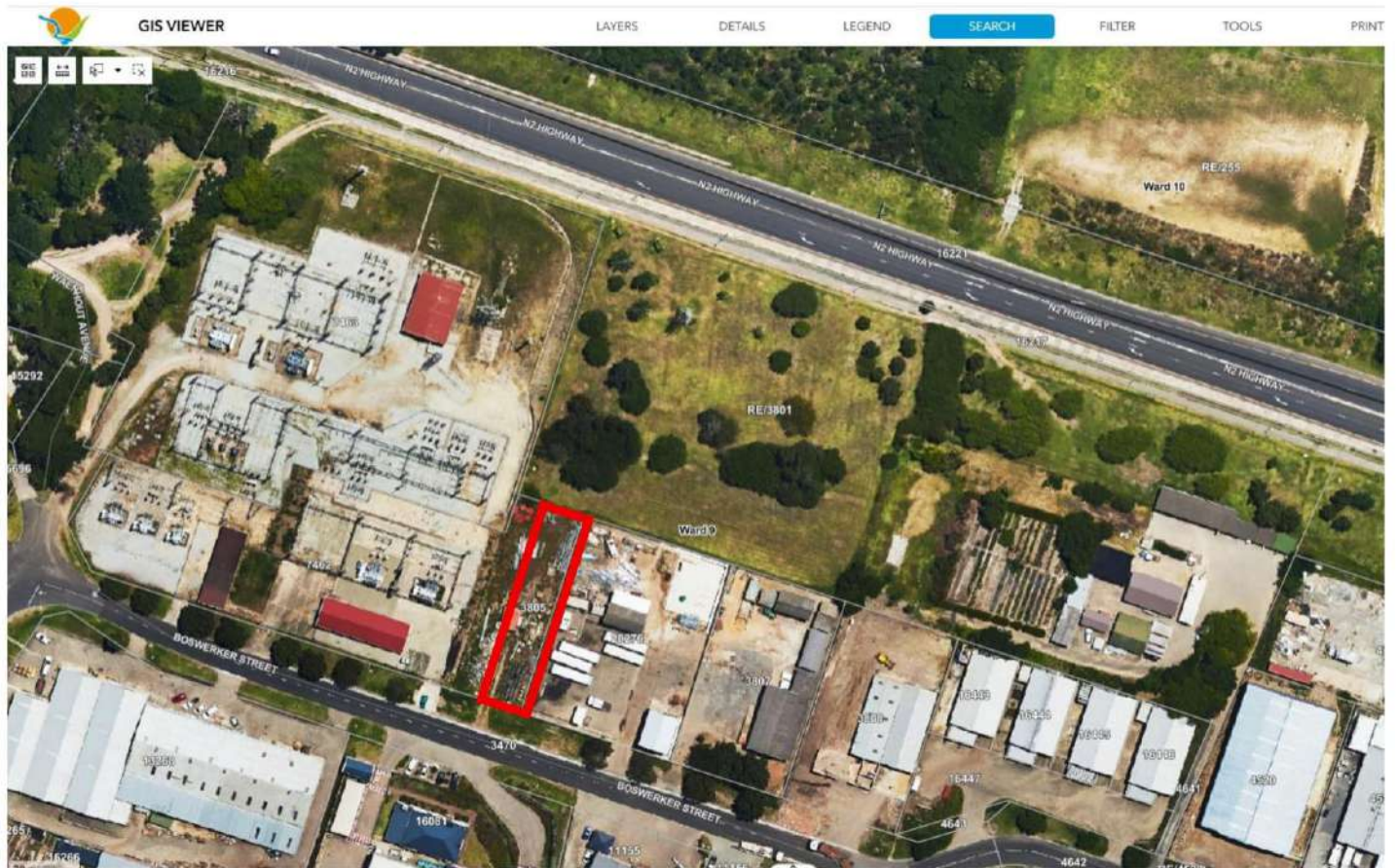
Could you please advise on the process for initiating a possible land swap of Erf 2659, Knysna for a portion of Erf 3801, Knysna for the purpose of establishing the South Cape College campus?

Should you require any information, please do not hesitate to contact Mr. Renwill Hardnick on 044 302 6459.

Kind Regards


05/11/2025
DR. LULAMILE MAPHOLOBA
MUNICIPAL MANAGER
/rrh

Please address all correspondence to the Municipal Manager and quote the above reference
P O Box 21 • Knysna • 6570 • Tel: 044 302 6300 • Fax: 044 302 6333 • E-mail: knysna@knysna.gov.za



7.11

F&G11/05/26 APPLICATION FOR ACQUISITION OF LAND – DEPARTMENT OF PUBLIC WORKS & INFRASTRUCTURE**REPORT FROM THE DIRECTOR: CORPORATE SERVICES****PURPOSE OF THE REPORT**

To request the Municipal Council to consider the application from the Department of Public Works & Infrastructure to acquire a portion of land for the construction of a new Labour Centre in Knysna.

PROPERTY DESCRIPTION:

	ERF DESCRIPTION	
	Erf Number	Portion of RE/243, Knysna
	Area	Knysna
	Street Address	Corner N2 & Assegaa Road
	Ward	10
	Ownership	Knysna Municipality
	Zoning	Undetermined Use Zone I
	Usage	Vacant
	Valuation Roll	Not on the Valuation Roll
	Current Income	R 0.00
	Title Deed Number	T66531/1992

BACKGROUND/DETAILS OF APPLICATION

The Department of Public Works & Infrastructure did a land availability statement in respect of Knysna properties for the construction of a new Labour Centre (see **Annexure A**).

The following properties was identified and a site visit done to determine their preferred property:

SITE	PROPERTY DESCRIPTION	EXTENT	TITLE DEED NO.
1	Erf 5179, Knysna	10078 m ²	T35705/1985
2	Erf 255 Knysna	11312.6 m ²	T7790/1975
3	Erf 243 Knysna	73500 m ²	T66531/1992
4	Erf 3801 Knysna	22900 m ²	T25400/1979

The Department of Public Works & Infrastructure and the Department of Labour and Employment conducted a site inspection on 20 February 2025 and selected Erf 5179, Knysna.

Erf 5179, Knysna is situated at the corner of George Rex Drive and the Main Road (N2) (see **Annexure B**).

It should however be noted that the preferred option, Erf 5179, Knysna is not conducive for a labour centre. The portion is not situated near any current public transport interchange and should Council wish to alienate the land for other more appropriate use, it could potentially be sold at high value in the open market.

However, the land use could be accommodated within a portion of Erf 243, Knysna.

The portion of Erf 243, Knysna is situated just of the Main Road (N2) (see **Annexure C**).

CURRENT ZONING

Erf 5179, Knysna is currently zoned 'Open Space Zone I' as per the Knysna Municipality zoning scheme by-law (2020).

The portion of Erf 243, Knysna is currently zoned 'Undetermined Use Zone I' as per the Knysna Municipality zoning scheme by-law (2020).

CURRENT USAGE OF PROPERTY (VIALE OR NON-VIALE MUNICIPAL LAND)

The portion of Erf 243, Knysna is currently vacant.

CURRENT VALUE OF THE PROPERTY AS PER GENERAL VALUATION ROLL

The market-related valuation of the relevant portion of Erf 243 would need to be determined.

INTENDED FUTURE USAGE OF PROPERTY

The Municipality has no future intended use of the property other than the current use.

DISCUSSION

The Department of Labour and Employment had indicated that the previous Head of Properties had indicated her agreement to the alienation of Erf 5197. Given the situation of the Erf (abutting the Estuary) there is a possibility that Council may want to explore other, more appropriate development outcomes in that location. The department, therefore, does not agree with the alleged opinion expressed.

The department looked at the other alternatives, in the light of the fact that the Department of Labour and Employment had indicated that they do not wish to explore other private procurement options. A portion of the remainder of Erf 243 was identified, as the future proposed use would include other public amenities.

LEGISLATIVE FRAMEWORK

Section 14 of the Local Government: Municipal Finance Management Act, 2003 (Act 56 of 2003) deals with disposal of capital assets of municipalities and reads as follows:

"14. Disposal of capital assets:

- (1) A municipality may not transfer ownership as a result of a sale or other transaction or otherwise permanently dispose of a capital asset needed to provide the minimum level of basic municipal services.*
- (2) A municipality may transfer or otherwise dispose of a capital asset other than one contemplated in subsection (1), but only after the municipal council, in a meeting open to the public –*
 - (a) has decided on reasonable grounds that the asset is not needed to provide the minimum level of basic municipal services; and*

- (b) *has considered the fair market value of the asset and the economic and community value to be received in exchange for the asset.*
- (3) *A decision by a municipal council that a specific capital asset is not needed to provide the minimum level of basic municipal services, may not be reversed by the municipality after that asset has been sold, transferred or otherwise disposed of.*
- (4) *A municipal council may delegate to the accounting officer of the municipality its power to make the determinations referred to in subsection 2(a) and (b) in respect of movable capital assets below a value determined by the council.*
- (5) *Any transfer of ownership of a capital asset in terms of subsection (2) or (4) must be fair, equitable, transparent, competitive and consistent with the supply chain management policy which the municipality must have and maintain in terms of section 111...*
- (6) *This section does not apply to the transfer of a capital asset to another municipality or to a municipal entity or to a national or provincial organ of state in circumstances and in respect of categories of assets approved by the National Treasury, provided that such transfers are in accordance with a prescribed framework.*

As the Department of Public Works & Infrastructure is a National organ of state, Section 14 of the Local Government: Municipal Finance Management Act, 2003 (Act 56 of 2003) does not apply to this application.

The Knysna Municipality Supply Chain Management Policy states the following with regards to "Disposal Management";

"39. Disposal management

- (1) *The criteria for the disposal or letting of assets, including unserviceable, redundant or obsolete assets will be subject to Sections 14 of the Act, and asset transfer regulations;*
- (2) *Assets may be disposed of by –*
 - (i) *transferring the asset to another organ of state in terms of a provision of the Act enabling the transfer of assets;*
 - (ii) *transferring the asset to another organ of state at market related value or, when appropriate, free of charge;*
 - (iii) *selling the asset; or*
 - (iv) *destroying the asset*
- (3) *The Accounting Officer must ensure that –*
 - (a) *immovable property is sold only at market related prices except when the public interest or the plight of the poor demands otherwise;*
 - (b) *movable assets are sold either by way of written price quotations, a competitive bidding process, auction or at market related prices, whichever is the most advantageous;*
 - (c) *firearms are not sold or donated to any person or institution within or outside the Republic unless approved by the National Conventional Arms Control Committee;*
 - (d) *immovable property is let at market related rates except when the public interest or the plight of the poor demands otherwise;*
 - (e) *all fees, charges, rates, tariffs, scales of fees or other charges relating to the letting of immovable property are reviewed annually;*
 - (f) *where assets are traded in for other assets, the highest possible trade-in price is negotiated; and*

- (g) *in the case of the free disposal of computer equipment, the provincial department of education is first approached to indicate within 30 days whether any of the local schools are interested in the equipment."*

In terms of the Municipality's Supply Chain Management Policy, assets may be disposed of to another organ of state at a market-related value or, when appropriate, free of charge. The Municipal Council may resolve to dispose of the property in question either at a market-related value or free of charge.

As per regulation 7 of the Asset Transfer Regulations the following should be taken into account:

- (a) It is not fore seen that the Municipality would require the portion of Erf 243, Knysna for the Municipality's own use at a later date;
- (b) There would be no expected losses only gains as the property should be disposed of at a price not lower than market related;
- (c) The compensation of not lower than market related value to be received by the Municipality will result in a significant financial benefit to the municipality and increased rates and taxes.
- (d) There would be no risks for the Municipality after the portion of Erf 243, Knysna is alienated as the new owner will carry all the risks;
- (e) The alienation of the property would have no significant effect on the credit rating of the municipality, its ability to raise long-term or short-term borrowings in the future and its financial position and cash flow;
- (f) No consequences for the Municipality in alienating of a portion of Erf 243, Knysna because of limitations or conditions attached to the capital asset;
- (g) It is anticipated that the portion of Erf 243, Knysna will be alienated at a market value determined by a Registered Professional Valuer;
- (h) There is no liabilities or reserve funds associated with the portion of Erf 243, Knysna;
- (i) Not necessary to conduct public participation process as the property is not a High Value property. Since the transaction is between tow organs of states it is proposed that no public participation process should be followed as it will only be beneficial to the public for the development of a new Labour Centre in Knysna;
- (j) Not necessary to conduct public participation process as the property is not a High Value property. No written views and recommendations needed from the National or Provincial Treasury;
- (k) Not necessary to conduct public participation process as the property is not a High Value property. No interests of any affected organ of state and interests of the local community need to be requested as the development of a new Labour Centre will be to the advantage of both parties and the public at large; and

- (l) The request for the application of a portion of Erf 243, Knysna is being tabled before the Municipal Council to comply with all relevant legislation and policies applicable to the transferring of Municipal owned capital.

Since the Department of Public Works & Infrastructure is an organ of state, the transfer of the asset to another organ of state at a market-related value is permitted in terms of the Municipality's Supply Chain Management Policy.

As the property in question is not classified as a High Value property, a public participation process is not required. Furthermore, a public participation process would be likely to yield positive feedback, as the establishment of a new Labour Centre would be to the benefit of the public at large.

FINANCIAL IMPLICATIONS

A market-related value needs to be determined by a professional valuer. All other costs should be borne by the Department of Public Works & Infrastructure.

RECOMMENDATION OF THE DIRECTOR: CORPORATE SERVICES

- [a] That the report and annexure's regarding the application from Department of Public Works & Infrastructure for the acquisition of land for the construction of a new Labour Centre in Knysna, be noted; and
- [b] That the alienation of a portion of the remainder of Erf 243, Knysna for the construction of a new Labour Centre in Knysna be approved subject to the following:
- (i). That the municipal manager be authorised to make the offer to alienate a portion of the remainder of Erf 243, Knysna to the Department of Public Works & Infrastructure at a market-related value to be determined by a professional valuer;
 - (ii). That the Department of Public Works & Infrastructure be responsible for all the costs relating this application, including the valuation, subdivision and transfer costs; and
 - (iii). That the Municipal Manager be instructed to conclude the sale agreement between Knysna Municipality and the Department of Public Works & Infrastructure.

APPENDIX / ADDENDUM

ANNEXURE A- Application from the Department of Public Works & Infrastructure

ANNEXURE B- GIS Map Erf 5179, Knysna

ANNEXURE B- GIS Map portion of Erf 243, Knysna

File Number: 7/2/1/2

Execution: Acting Municipal Manager
Director: Corporate Service



Private Bag X65, PRETORIA. 0001 Int Code: +27 12 Tel: 406 1299 Cell: 0720932981
E-mail: Zeyise.Mzamo@dpw.gov.za website: www.publicworks.gov.za

THE MUNICIPAL MANAGER
KNYSNA LOCAL MUNICIPALITY
PO BOX 21
KNYSNA
6570

ATT: Mr Lulamile Mapholoba

Dear Sir

LAND AVAILABILITY STATEMENT: WESTERN CAPE: DOEL KNYSNA: CONSTRUCTION OF NEW LABOUR CENTRE
--

The Department of Labour & Employment approached the Department of Public Works & Infrastructure: Town Planning Services to conduct a site clearance in preparation for the construction of new Labour Center in Knysna, Western Cape Province.

In 2021, DPWI: Town Planning Services wrote a Land Availability Statement to Knysna Local Municipality requesting one of the four identified properties (Erven 5179, 243, 255 and 3801 Knysna) to be made available for the proposed development of Knysna New Labour Centre (**refer Annexure A**). Knysna Local Municipality responded in September 2024 requesting DPWI to select one of the three available properties (Erven 5179, 243, 255 Knysna) **refer Annexure B**. DPWI and the Client (Department of Labour and Employment) conducted a site inspection in Knysna on the 20 February 2025. On the site inspection it was decided that Erf 5179 Knysna is more feasible property for the proposed construction of Knysna Labour Centre.

The Department of Public Works and Infrastructure is hereby responding to the email dated: 12 September 2024. The Department confirms that we still need the site for the proposed development of Knysna Labour Centre and selects **Erf 5179 Knysna** from the listed available sites. The Department is interested in acquiring the site and open to negotiations if the site is not given by way of donation.

We await your response in anticipation.

Regards



Mr M. Ganiso

Director: Town Planning Services

Department of Public Works and Infrastructure

Date: 2025/02/26



public works
& infrastructure

Department:
Public Works and Infrastructure
REPUBLIC OF SOUTH AFRICA

ANNEXURE A



Private Bag X65, Pretoria, 0001,
Central Government Offices, Cnr Bosman and Vermeulen Street, Pretoria
From: Town Planning Services
Tel: (012) 406-1047
E-mail: Zeyise.Mzamo@dpw.co.za **Website:** www.publicworks.gov.za
Ref: Land Availability Statement

THE MUNICIPAL MANAGER
KNYSNA LOCAL MUNICIPALITY
PO BOX 21
KNYSNA
6570

ATT: Mr Dawie Addonis

Dear Madam

LAND AVAILABILITY STATEMENT: WESTERN CAPE: DOEL KNYSNA: CONSTRUCTION OF NEW LABOUR CENTRE
--

The Department of Labour approached the Department of Public Works & Infrastructure: Town Planning Services to conduct a site clearance in preparation for the construction of new Labour centre in Knysna, Western Cape Province.

Town Planning Services has been requested to identify sites for the proposed development within Knysna, Western Cape. The identified site are to be presented to the Client (Department of Labour) in order for them to select a preferred site. Town Planning Services must however determine availability of the identified properties prior to presenting findings to the client as identifying and presenting unavailable properties would amount to a fruitless exercise for the Department. A number of Municipal (Knysna Local Municipality) owned properties have been identified for the proposed development and the Department is desirous to present these sites to the Client as possible site options.

LAND AVAILABILITY STATEMENT: WESTERN CAPE: DOEL KNYSNA: CONSTRUCTION OF NEW LABOUR CENTRE

Full details of the sites are presented as follows:

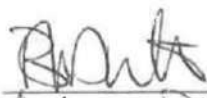
SITE	PROPERTY DESCRIPTION	EXTENT	TITLE DEED NO.
1	Erf 5179 Knysna	10078 m ²	T35705/1985
2	Erf 255 Knysna	11312.6 m ²	T7790/1975
3	Erf 243 Knysna	73500 m ²	T66531/1992
4	Erf 3801 Knysna	22900 m ²	T25400/1979

(Kindly confirm the zoning for these properties)

It is therefore the request of the Department of Public Works & Infrastructure that a land availability statement be confirmed by Knysna Local Municipality in respect of the above mentioned properties. This statement would allow DPWI to present the sites to the Department of Labour and later initiate a process of property acquisition wherein valuations and negotiations would be undertaken if the subject properties are not given by way of donation. The department would also at its own cost undertake all town planning processes to facilitate the development.

We await your response in anticipation.

Kind regards,


PP Acting Director
MR M. GANISO
DIRECTOR: TOWN PLANNING SERVICES
DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE

DATE:12/01/2022.....



Ms B Musvoto
Department of Public Works
Private Bag X65
PRETORIA
0001

Dear Ms B Musvoto

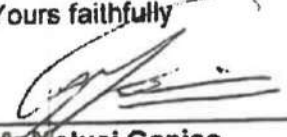
APPOINTMENT AS ACTING DIRECTOR: TOWN PLANNING SERVICES

By virtue of Section 32 of the Public Service Act, 1994, you are hereby appointed to act in the capacity of and shall be responsible for performing the functions of the **Director: Town Planning Services** from 10 January 2022 to 14 January 2022.

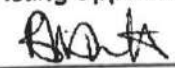
During this period you will be responsible for the execution of the duties and delegated authorities allocated in this post, and in this regard you must ensure that you are fully aware of the delegations and conditions, which are applicable thereto.

It is emphasised that acting in this position should not create an expectation of permanent appointment in the post. No acting allowance in terms of the DPSA's policy will be payable.

Yours faithfully


Mr. Malusi Ganiso
D: Town Planning Services
Date: 2021.12.15

Acting appointment accepted/ declined.


Ms B Musvoto
CTP: Town Planning Services
Date: 10/11/2022



public works
& infrastructure

Department:
Public Works and Infrastructure
REPUBLIC OF SOUTH AFRICA

ANNEXURE B

Zeyise Mzamo

From: Zeyise Mzamo
Sent: Monday, 16 September 2024 09:00
To: Sibongile Nelo
Subject: RE: LAND AVAILABILITY

Good morning

Yes, the Department is still interested in building the Labour Centre in Knysna.

Regards,

Zeyise Mzamo
Town Planner



 South Africa works because of Public Works.

All views or opinions in this electronic message and its attachments are the view of the sender and do not necessarily reflect the views and opinions of the Department of Public Works and Infrastructure ("the DPWI") and any individual seeking to rely on the accuracy and veracity of any information contained therein does so at his or her own risk. The DPWI will not accept liability for any actions taken by an individual relying on information contained in this e-mail unless such information is provided by an authorized official of DPWI acting in their duly authorized capacity and authorized to provide such information.

From: Sibongile Nelo <snelo@knysna.gov.za>
Sent: Monday, 16 September 2024 08:54
To: Zeyise Mzamo <Zeyise.Mzamo@dpw.gov.za>
Subject: FW: LAND AVAILABILITY
Importance: High

CAUTION: This email originated from outside of the DPWI. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Miss Zeyise Mzamo,

Trust you are well?

I have sent the below email to your colleague and the email bounced back. Can you please confirm if the Department is still interested in building the facilities in Knysna?

Kind regards 

Mr. Sibongile Nelo Senior Clerk-Properties

P O Box 21, Knysna, 6570, Western Cape, South Africa

Tel +27 (0)44 302 6300 (switchboard) or +27 (0)44 302 6323 (direct)

7.12

F&G12/05/26 APPLICATION TO RENEW LEASE AGREEMENT OF KNYSNA BOWLING CLUB – A PORTION OF ERF 211, KNYSNA
REPORT FROM DIRECTOR CORPORATE SERVICES
PURPOSE OF THE REPORT

To request the Municipal Council to consider renewing the lease agreement entered into by and between Knysna Municipality and Knysna Bowling Club for leasing a portion of Erf 211, Knysna, in terms of the Asset Transfer Regulations, 2008 and the Management of Immovable Property Policy.

PROPERTY DESCRIPTION:

	ERF DESCRIPTION	
	Erf Number	A portion of Erf 211, Knysna
	Area	Knysna (CBD)
	Street Address	Rawson Street
	Ward	10
	Ownership	Knysna Municipality
	Zoning	Single Residential Zone I
	Usage	Vacant
	Valuation Roll	R 10 968 000
	Current Income	R 2.00 per annum rental
	Title Deed Number	T29151/2006

BACKGROUND/DETAILS OF APPLICATION

The Properties Department received a request from the Knysna Bowling Club for the renewal of the Bowls Club lease on a portion of Erf 211, Knysna and further motivation (See attached **Annexure A**).

A lease agreement was concluded between Knysna Municipality and Knysna Bowling Club on October 1955 for a period of 25 years for the purpose of a bowling club and bowling green (See attached **Annexure B**).

On 3 January 1969 the lease was extended for 12 years and 9 months reckoned from 1 October 1968. Then on 23 July 1981 the lease period was extended from 1 July 1981 for 25 years until 30 June 2006. On 22 December 1997 a further extension from 1 July 2006 until 30 June 2026 was agreed upon (See attached **Annexure C**).

The Knysna Bowling Club's municipal account is up to date (See attached **Annexure D**).

The Knysna Bowling Club has indicated that by 30 June 2026 they would be occupying the current location for 70 years and have maintained the premises in excellent condition, however, major repairs and maintenance is now at hand to ensure the same quality is kept. They have also indicated that the premises has not been restricted to the Knysna Bowling Club only as the facility is also hired for fundraising, presentations, training courses,

motivational days etc., by non-profit organisations, other clubs, the public, businesses and even the municipality in the past.

The Knysna Bowling Club have indicated that the leasehold facilities have been improved by some R500 000 over the last two years but that the facilities are now in need of major refurbishing and upgrading and costs for roof and ceiling repairs together with improvements for users thereof to run in excess of R 1 million.

CURRENT ZONING

The subject property is currently zoned "Open Space Zone I" as per the Knysna Municipality zoning scheme (2020).

CURRENT USAGE OF PROPERTY (VIALE OR NON VIALE MUNICIPAL LAND)

The subject property is currently used as sporting purposes by the applicant.

CURRENT VALUE OF THE PROPERTY AS PER GENERAL VALUATION ROLL

The subject property is currently valued at R 10 968 000 on the current General Valuation Roll.

INTENDED FUTURE USAGE OF PROPERTY

It should be noted that discussions in previous Municipal Council meetings indicated that the property could be used for Municipal offices. However, its historical use has been for the applied purpose.

LEGISLATIVE FRAMEWORK

Section 34 of the Asset Transfer Regulations 2008, deals with Granting of rights to use, control or manage municipal capital assets and reads as follows:

"Granting of rights to use, control or manage municipal capital assets

34. (1) *A municipality may grant a right to use, control or manage a capital asset only after –*

(c) the accounting officer has in terms of regulation 35 conducted a public participation process regarding the proposed granting of the right; and

(d) The municipal council has approved in principle that the right may be granted.

(2) Subregulation (1) (a) must be complied with only if –

(a) the capital asset in respect of which the proposed right is to be granted has a value in excess of R10 million; and

(b) a long term right is proposed to be granted in respect of the capital asset.

(3) (a) Only the Municipal council may authorise the public participation process referred to in subregulation (1)(a).

(b) A request to the municipal council for authorisation of a public participation process must be accompanied by an information statement stating –

(i) the reason for the proposal to grant a long term right to use, control or manage the relevant capital asset;

(ii) any expected benefits to the municipality that may result from the granting of the right;

(iii) any expected proceeds to be received by the municipality from the granting of the right; and

(iv) *any expected gain or loss that will be realised or incurred by the municipality arising from the granting of the right.*"

The area identified is not valued more than R10 million. The Asset Transfer Regulations describes "a long term" as *"a period of longer than three years"*. A public participation process regarding the proposed granting of the right is thus required.

The application to lease a portion of Erf 211, Knysna is being brought before the Municipal Council to make sure the process is consistent with the Supply Chain Management Policy of the Municipality.

"Consideration of proposals to grant rights to use, control or manage municipal capital assets
36. *The municipal council must, when considering in terms of regulation 34(1)(b) approval for any proposed granting of a right to use, control or manage a capital asset, take into account*

–

- (a) *whether the capital asset may be required for the municipality's own use during the period for which the rights is to be granted;*
- (b) *the extent to which any compensation to be received for the right together with the estimated value of any improvements or enhancements to the capital asset that the private sector party or organ of state to whom the right is granted will be required to make, will result in a significant economic or financial benefit to the municipality;*
- (c) *the risks and rewards associated with the use, control or management of the capital asset in relation to the municipality's interests;*
- (d) *any comments or representations on the proposed granting of the right received from the local community and other interested persons;*
- (e) *any written views and recommendations on the proposed granting of the right by the National Treasury and the relevant provincial treasury;*
- (f) *the interests of any affected organ of state, the municipality's own strategic, legal and economic interests and the interests of the local community; and*
- (g) *compliance with legislative regime applicable to the proposed granting of the right."*

A market related rental does not need to be determined and considered, as the Knysna Bowling Cub is a Sporting Body and the Municipality shall be entitled to adopt below market-related tariffs.

It is not intended that the capital asset in question may be required for the municipality's own use during the period for which the rights is to be considered.

A below-market related rental is proposed. Knysna Bowling Cub is a Sporting Body and in terms of the Municipality's Management of Immovable Property Policy, the Municipality shall be entitled to adopt below market-related tariffs.

All risks associated with the leased portion will be transferred to the applicant, the Knysna Bowling Cub.

No comments or representations on the proposed granting of the right requested from the local community and other interested persons is required.

No written views and recommendations on the proposed granting of the right by the National Treasury and the relevant provincial treasury is required.

The application is tabled before the Municipal Council for an in principle approval that the right be granted and that all relevant legislation be complied with.

"39. Disposal management

- (4) *The criteria for the disposal or letting of assets, including unserviceable, redundant or obsolete assets will be subject to Sections 14 of the Act, and asset transfer regulations;*
- (5) *Assets may be disposed of by –*
 - (v) *transferring the asset to another organ of state in terms of a provision of the Act enabling the transfer of assets;*
 - (vi) *transferring the asset to another organ of state at market related value or, when appropriate, free of charge;*

- (vii) selling the asset; or
- (viii) destroying the asset
- (6) The Accounting Officer must ensure that –
 - (h) immovable property is sold only at market related prices except when the public interest or the plight of the poor demands otherwise;
 - (i) movable assets are sold either by way of written price quotations, a competitive bidding process, auction or at market related prices, whichever is the most advantageous;
 - (j) firearms are not sold or donated to any person or institution within or outside the Republic unless approved by the National Conventional Arms Control Committee;
 - (k) immovable property is let at market related rates except when the public interest or the plight of the poor demands otherwise;
 - (l) all fees, charges, rates, tariffs, scales of fees or other charges relating to the letting of immovable property are reviewed annually;
 - (m) where assets are traded in for other assets, the highest possible trade-in price is negotiated; and
 - (n) in the case of the free disposal of computer equipment, the provincial department of education is first approached to indicate within 30 days whether any of the local schools are interested in the equipment.”

The leasing of the property involved should be done at a below market-related tariff.

Section 5 of the Local Government: Municipal Finance Management Act, 2003 (Act 56 of 2003): Municipal Asset Transfer Regulations deals with the decision-making process for municipalities when alienating Municipal owned property:

“5. (1) A municipality may transfer or dispose of a non-exempted capital asset only after –

[a] the accounting officer has in terms of regulation 6 conducted a public participation process to facilitate the determinations a municipal council must make in terms of section 14(2)(a) and (b) of the Act; and

[b] the municipal council –

- (i) has made the determinations required by section 14(2)(a) and (b); and
- (ii) has a consequence of those determinations approved in principle that the capital asset may be transferred or disposed of.

(2) Subregulation (1)(a) must be complied with only if the capital asset proposed to be transferred or disposed of is a high value capital asset. If the combined value of any capital assets a municipality intends to transfer or dispose of in any financial year exceeds five per cent of the total value its assets, as determined from its latest available audited annual financial statements, subregulation (1)(a) must be complied with in relation to all the capital assets proposed to be transferred or disposed of during that year.”

The Municipal Asset Transfer Regulations define “**high value**” as, “in relation to a capital asset of a municipality or municipal entity, means that the fair market value of the capital asset exceeds any of the following amounts:

- (a) R50 million;
- (b) One per cent of the total value of the capital assets of the municipality or municipal entity, as determined from the latest available audited annual financial statements of the municipality or entity; or

An amount determined by resolution of the council of the municipality or of the parent municipality of the municipal entity which is less than (a) or (b).”

Section 45 of the Asset Transfer Regulations 2008, which deals with Granting of rights to use, control or manage municipal capital assets and reads as follows:

Agreements granting of rights to use, control or manage municipal capital assets

45. (1) A municipality or municipal entity may grant a right to use, control or manage a capital asset to a private sector party or organ of state only by way of a written agreement concluded between the municipality or entity and the private sector party or organ of state to whom the right is granted.

-
- (2) An agreement referred to in subregulation (1) must –
- (a) set out the terms and conditions on which the right is granted, including, as a minimum –
- (i) a sufficient description of the capital asset in respect of which the right is granted, in order to identify the asset;
 - (ii) particulars of any subsidiary assets that are to be made available with the capital asset;
 - (iii) the period for which the right is granted;
 - (iv) the amount of compensation payable to the municipality or municipal entity for granting of the right, and the terms and conditions of payment;
 - (v) requirements for the private sector party or organ of state to whom the right is granted to maintain and safeguard the asset for its intended purpose, taking into account the condition of the asset and its estimated remaining life at the date of granting of the right;
 - (vi) where the asset is to be used by the municipality or municipal entity and the public sector party or organ of state to whom the right is granted, the basis of how the asset is to be shared as well as how the costs and benefits of the shared asset will be apportioned between the parties;
 - (vii) the extent to which the public sector party or organ state to whom the right is granted will be required to make improvements or enhancements to the asset, and the terms and conditions regulating such improvements or enhancements;
 - (viii) a statement to the effect that the risk and accountability for the asset is transferred to the public sector party or organ of state to whom the right is granted;
 - (ix) the effective date from which the risk and accountability for the asset is transferred; and
 - (x) a clause disallowing the private sector party or organ of state to whom the right is granted from ceding or subcontracting the right to another person; and
- (b) be signed on behalf of the municipality or municipal entity and the private sector party or organ of state to whom the right is granted.
- (3) If a long term right to a capital asset with a value in excess of R10 million is granted following the selection of a service provider for the performance of a municipal service referred to in regulation 41(2)(a) or for the performance of a commercial service referred to in regulation 41(2)(b), the agreement referred to in subregulation (1) –
- (a) must contain provision for –
 - (i) contract termination in the case of non- or underperformance;
 - (ii) dispute resolution mechanisms to settle disputes between the parties; and
 - (iii) a periodic review of the agreement once every three years, in the case of an agreement for longer than three years; and
 - (a) may be incorporated into any service delivery agreement or procurement contract to be concluded with the service provider.
 - (o) firearms are not sold or donated to any person or institution within or outside the Republic unless approved by the National Conventional Arms Control Committee;
 - (p) immovable property is let at market related rates except when the public interest or the plight of the poor demands otherwise;
 - (q) all fees, charges, rates, tariffs, scales of fees or other charges relating to the letting of immovable property are reviewed annually;
 - (r) where assets are traded in for other assets, the highest possible trade-in price is negotiated; and
 - (s) in the case of the free disposal of computer equipment, the provincial department of education is first approached to indicate within 30 days whether any of the local schools are interested in the equipment.”
-

The rental income of below market-related rental to be received by the Municipality will not result in a financial benefit to the municipality but the service that the Knysna Bowling Club is of unmeasurable worth for the community.

The Knysna Bowling Club will be responsible for all other costs relating to the leasing of a portion of Erf 211, Knysna.

PUBLIC PARTICIPATION PROCESS AND OUTCOME

The provisions of the Asset Transfer Regulations Act regarding public participation will be followed by means of an advertisement of the property.

FINANCIAL IMPLICATIONS

In terms of the Municipalities management of Immovable Property Policy, the Municipality shall be entitled to adopt below market-related tariffs in respect of Property Rights, including but not limited to, land leased for gardening purposes, land leased to non-Profit Organisations, NGOs and **Sporting Bodies**. It is proposed that a below market-related tariff be charged, as the Knysna Bowling Club is delivering a service to the community and is a Sporting Body.

RELEVANT LEGISLATION

Local Government: Municipal Finance Management Act, 2003

Local Government: Municipal Finance Management Act (56/2003): Municipal Asset Transfer Regulations

Management of Immovable Property Policy

Knysna Municipality Supply Chain Management Policy

RECOMMENDATION OF THE DIRECTOR CORPORATE SERVICES

- [a] That the report and annexure's regarding the request for the renewal of the lease agreement entered into by and between Knysna Municipality and Knysna Bowling Club for the leasing of a portion of Erf 211, Knysna, be noted;
- [b] That a below market-related tariff be determined, as the Knysna Bowling Club is delivering a service to the community and is a Sporting Body;
- [c] That the Municipal Manager advertise the intended leasing of a portion of Erf 211, Knysna for sporting purposes,
- [d] That in terms of Section 14(2)(a) of the Local Government: Municipal Finance Management Act, 2003, and on reasonable grounds, the Municipal Council confirms that the area in question, on a portion of Erf 211, Knysna, is deemed not needed to provide the minimum level of basic Municipal Services;
- [e] That the applicant be responsible for all costs related to leasing of a portion of Erf 211, Knysna; and
- [f] That a follow up item be submitted after the public participation process.

APPENDIX / ADDENDUM

ANNEXURE A - APPLICATION FOR RENEWAL FROM KNYSNA BOWLING CLUB

ANNEXURE B - LEASE AGREEMENT

ANNEXURE C - ADDENDUM

ANNEXURE D - CURRENT ACCOUNT

File Number: C.02

Execution: Acting Municipal Manage

Director: Corporate Service

P O Box 21 KNYSNA 6570
 TEL: 044 302 6300
 FAX: 044 302 6340
 eMail: knysna@knysna.gov.za
 Web: www.knysna.gov.za
 VAT Reg No: 4360193876



KNYSNA BOWLING CLUB
 PO BOX 285
 KNYSNA
 KNYSNA
 6570

ACCOUNT NUMBER 1-00211-000-14-8				
VALUATION	ERF PLOT AH	DEPOSIT	LAST RECEIPT	ACCOUNT DATE
	100211000		31/03/26	31/03/26
AREA		STREET ADDRESS		
		RAWSON STREET		
VAT NO	WARD	SUBURB		
		Town Lower West		

TAX INVOICE

100211000148-03-26

DATE	REFERENCE	DETAIL	VAT	AMOUNT
23/03/26	z/315759B996	BALANCE BROUGHT FORWARD		428.73
31/03/26	402	RECEIPTS		-428.73
		ESTIMATE WATER	55.92	428.73
		17.00 K1 @ 21.9300 = 372.81		
	TAR: 1940			

SnapScan



zapper



POST OFFICE: 0187 100211000148



11346100211000148

ELECTRONIC PAYMENTS CAN BE MADE TO THE FOLLOWING BANK ACCOUNT:
 ACCOUNT/BANK NAME: KNYSNA MUNICIPALITY/ STANDARD BANK
 BRANCH CODE: 050314
 ACCOUNT NUMBER: 303265043



REFERENCE: 100211000148



>>>>>915971002110001483

P O Box 21 KNYSNA 6570
 TEL: 044 302 6300
 FAX: 044 302 6340
 eMail: knysna@knysna.gov.za
 Web: www.knysna.gov.za
 VAT Reg No: 4360193876



KNYSNA BOWLING CLUB
 PO BOX 285
 KNYSNA
 KNYSNA
 6570

ACCOUNT NUMBER 1-00211-000-04-4				
VALUATION	ERF PLOT AH	DEPOSIT	LAST RECEIPT	ACCOUNT DATE
	100211000		31/03/26	31/03/26
	AREA	STREET ADDRESS		
		RAWSON STREET		
VAT NO	WARD	SUBURB		
	03	Town Lower West		

TAX INVOICE

100211000044-03-26

DATE	REFERENCE	DETAIL	VAT	AMOUNT
23/03/26	z/315770B996	BALANCE BROUGHT FORWARD		1 397.89
31/03/26	INSTALL	RECEIPTS		-1 397.89
31/03/26	INSTALL	REFUSE BASIC CHARGE-INSTALMENT	47.02	360.50
31/03/26	INSTALL	SEW/SAN BASIC CHGE-INSTALMENT	66.04	506.36
31/03/26	INSTALL	WATER BASIC CHARGE-INSTALMENT	69.26	531.03
TOTAL VAT:			182.32	
ATTORNEY		0.00	AGREEMENTS	0.00
ARREARS		0.00	CURRENT	1 397.89
PAY ON OR BEFORE		30/04/2026	AMOUNT DUE	1 397.89

SnapScan



zapper



POST OFFICE: 0187 100211000044



11346100211000044

ELECTRONIC PAYMENTS CAN BE MADE TO THE FOLLOWING BANK ACCOUNT:
 ACCOUNT/BANK NAME: KNYSNA MUNICIPALITY/ STANDARD BANK
 BRANCH CODE: 050314
 ACCOUNT NUMBER: 303265043



REFERENCE: 100211000044



>>>>>915971002110000444

ADDENDUM TO LEASE AGREEMENT

Made and entered into by and between

THE COUNCIL OF THE MUNICIPALITY OF KNYSNA

(hereinafter called the LESSOR), of the one part

and

THE KNYSNA BOWLING CLUB

(hereinafter called the LESSEE), of the other part.

WHEREAS:

- 1 As appears from annexure "A" hereto a lease was concluded between the Lessor and the Lessee on 3 January 1969 which lease is for a period of 12 (TWELVE) years and 9 (NINE) months reckoned from 1 October 1968.
- 2 On the 23/7/81 the lease period was extended from the 1/7/81 for 25 years until the 30/6/2006 ("the expiry date").
- 3 The parties wish to record further arrangements concerning the extended occupation by the Lessee of the Lessor's premises.

NOW IT IS AGREED AS FOLLOWS:

- 1 As from the expiry date the Lessor hereby lets to the Lessee the premises described in annexure "A" hereto for a further period of 20 (TWENTY) years commencing on the 1st of July 2006 and expiring on 30/6/2026.
- 2 The terms and conditions of annexure "A" hereto shall *mutatis mutandis*

WPS1\LEASE\PREMISES\BOWLING



apply to the lease arrangements recorded in this addendum save that clause 23 of Annexure A hereto is hereby deleted and the following substituted in its place:

"23 Notwithstanding anything in this agreement contained the Lessor may resume possession of the whole or any portion of the leased premises at any time on giving 3 (THREE) months notice in writing to that effect should it be required for municipal or government purposes and may cancel or amend the lease accordingly. In such event the Lessor shall not be obliged but may in its sole discretion compensate the Lessee for improvements, structures or earthworks which the Lessee have constructed on the leased premises during it's occupation thereof. In addition all such earthworks, improvements, structures of whatsoever nature shall remain at the expiration of the lease and become the sole and exclusive property of the Lessor."

- 3 The parties to this agreement record that J.W. Smit in his capacity as Town Clerk is the duly and properly authorized representative of the Lessor empowered to enter into this agreement and Pieter Jacobus Johannes Human is the duly and properly authorized representative of the Lessee empowered to enter into this agreement on behalf of the Lessee in his capacity as secretary of the Knysna Bowling Club.
- 4 The costs of the preparation of this agreement and of all attendances in relation hereto shall be borne by the Lessee and shall be payable to the Lessors attorneys on demand.

Handwritten signatures and initials in the bottom right corner of the page. There are two distinct signatures, one appearing to be 'J.W. Smit' and the other 'Pieter Jacobus Johannes Human', along with some initials.

DATED AT KNYSNA THIS 22nd DAY OF December 1997.

WITNESSES:

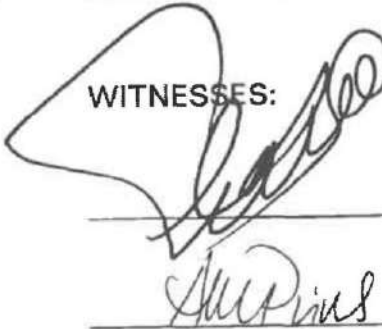




LESSOR

DATED AT KNYSNA THIS 22nd DAY OF December 1997.

WITNESSES:



7th 7 June

LESSEE

Knysna Bowling Club

Rawson Street Knysna 6571

Telephone 074 804 7077

Secretary: Paula Dhanani

Cell 072 346 3182

paulsdhanani@gmail.com



Knysna Rolbalklub

Rawson Straat Knysna 6571

Telefoon 074 804 7077

President: John Rimbault

Cell 082 577 5851

john@ciconstruction.co.za

Dear Sir/Madam

5th June 2025

KNYSNA BOWLING CLUB

REQUEST FOR EXTENTION TO LEASE AND MOTIVATION THEREFOR

The Knysna Bowling Club was established in 1925 and as such, is one of the oldest bowling clubs in South Africa. We have occupied the current sites since 1952 and our facilities have been enjoyed by hundreds of thousands of locals and visitors over the years.

We are a club that does not discriminate in any way against individuals or groups and this is quite clear from the attached constitution which forms part of this application.

GREENS

We now have three greens which have been graded and accepted for local, district, provincial, and national competitions. We pride ourselves on having a professional green keeper and three full-time staff to ensure that the high standards in our club are maintained. Very importantly, we are certified for and approved to host competitions for the disabled.

This disabled rating provides not only that the greens are wheelchair and disabled friendly, but also that much needed alterations were made to the toilets and clubhouse facilities to facilitate those whose movements are impaired. +

AREA

As our club has been fenced entirely, we do not require that portion of the property which was previously let to us on the eastern boundary adjacent to Hedge Street.

This portion of the property is now used by Knysna Masjid for parking when they have their services.

MEMBERSHIP

Our membership fluctuates between summer and winter as many (swallows) join us for the lovely summer season. Our current membership consists of 135 bowlers.

COMPETITIONS

As stated before, we host competitions at all levels from local to national standards throughout the year.

Over the years we have become famous for hosting the Knysna Oyster Festival bowls competition. It is a four day event attended by national level bowlers from all over the country.

We have many other competitions running throughout the years such as the Eden Bowls League, Knysna Sixes, Mini League and many others.

The fact that we have three greens allows us to play bowls seven days a week.

Whenever necessary, a different green is rested.

Despite the daily use by our members, we host the well attended and the well known Business League which hosts up to 96 players, all selected from local businesses.

The Business League is played over five Fridays twice a year and is a local highlight among the businesses.

TRAINING

Our local outreach extends even further in that the local schools make use of the greens and our facilities free of charge. We provide these scholars at all levels from beginner to national with free coaching.

CLUB HOUSE

Although I have concentrated on the actual bowls aspect, we also provide a well used venue for events, training, weddings and parties.

We have a fully licensed facility and have a fully equipped kitchen which is hired out for these events.

No other sports venue locally can provide the quality of facilities that we do, especially as far as bowls is concerned and we are very proud of our national accreditation.

ACHIEVEMENTS

We have had many players competing at national and international level over the years and currently the men's pair South African champions are members of the Knysna Bowling Club. They are gold medal winners in 2025.

UPGRADES

Despite the fact that we constantly upgrade our facilities, we have spent just over R500,000.00 on upgrades over the last two years. We furthermore need to make major refurbishments to ensure the continuation of our national status.

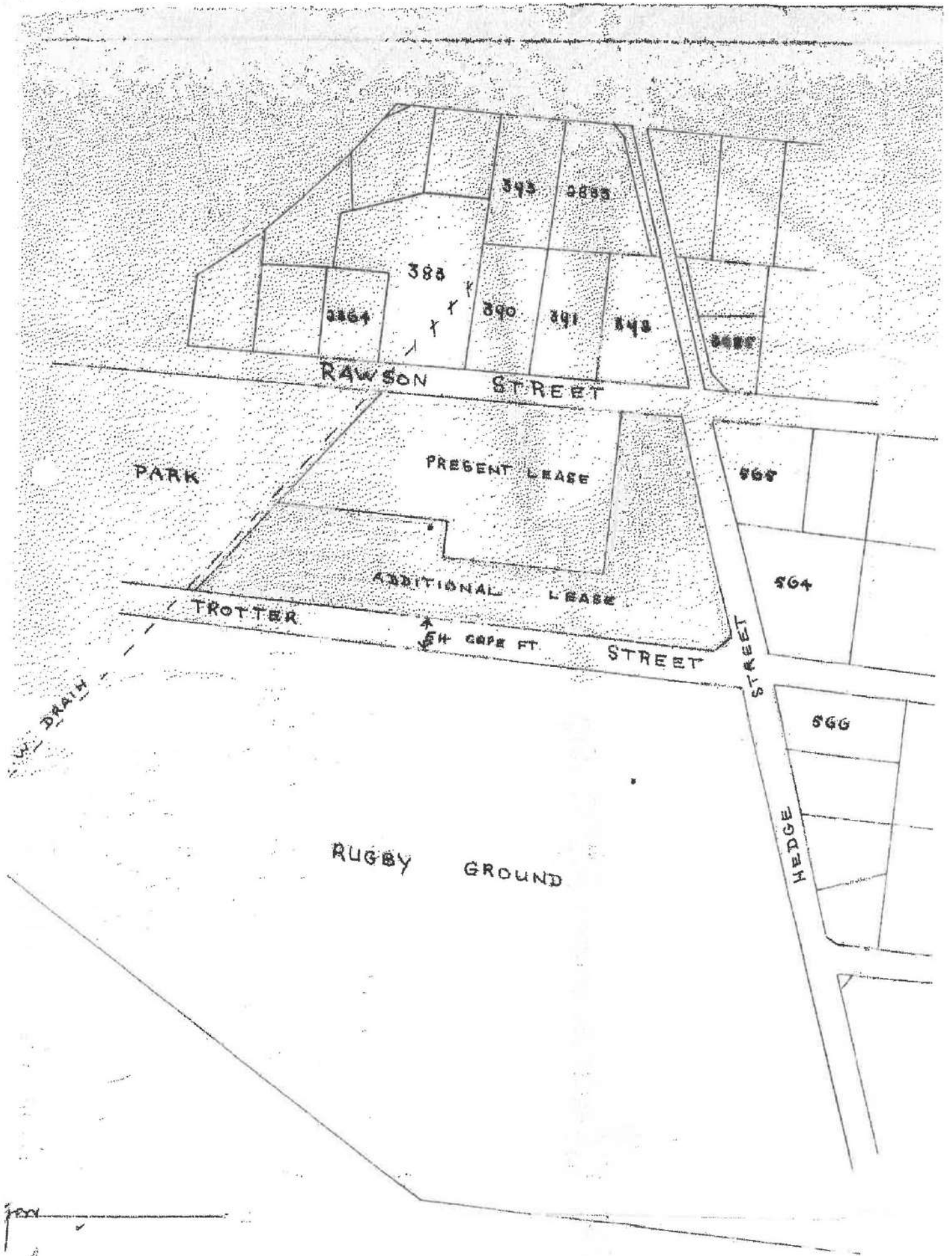
REQUEST

We therefore request a nine year eleven month extension for our lease and assure the council and residents of Knysna that these great facilities will cater to club needs and will be used daily.

Sincerely



J M Rimbault
President



FINANCE AND GOVERNANCE COMMITTEE MEETING (CORPORATE SERVICES)
AGENDA
7 MAY 2026

6/2/25, 12:57 PM

Google Earth



AGREEMENT OF LEASE made and entered into between

THE COUNCIL OF THE MUNICIPALITY OF KNYSNA (hereinafter called the LESSOR), of the one part,

and

THE KNYSNA BOWLING CLUB (hereinafter called the LESSEE), of the other part.

WHEREAS the LESSEE has applied to the LESSOR for the lease of the area of ground (hereinafter referred to as "the land") shown on the Plan prepared by the Municipal Engineer dated 24th May 1955, together with buildings and structures thereon for a period of TWENTY FIVE (25) YEARS for the purpose of a Bowling Club and Bowling Green.

AND WHEREAS the LESSOR has agreed to lease to the LESSEE the said land.

NOW THEREFORE THESE PRESENTS WITNESS:

That the LESSOR hereby agrees to lease and the LESSEE hereby agrees to hire the land, buildings and structures thereon, subject to the following terms and conditions:-

- 1) This Lease shall endure for a period of Twenty five (25) years reckoned from the first day of July 1956.
- 2) The LESSEE shall pay the LESSOR a rental of ONE SHILLING (1/-) PER ANNUM in respect of the land, buildings and structures thereon, such rental to be payable in advance at the office of the Town Treasurer.
- 3) This lease shall be subject in all respects to the provisions of the Cape Municipal Ordinance No.19/1951, Section 220.
- 4) This lease shall be subject to all servitudes and conditions, if any, binding on the Council in respect of the land hereby leased.
- 5) The said land, together with buildings and structures thereon, and such buildings and other structures as may be erected in accordance with the provisions of this agreement shall be used only for the purposes stated.

SAH
1/6

THH
C.O.

ARM

DR 6/.....

- 6) The LESSEE shall not assign its rights under this agreement nor shall it sublet the land in whole or in part, except with the prior written consent of the LESSOR given under the hand of the Town Clerk and provided the Administrator's consent is obtained thereto.
- 7) The LESSEE shall not erect or cause or permit to be erected any building and/or structures on the land without the prior written consent of the LESSOR, given under the hand of the Town Clerk, nor shall the LESSEE effect any improvement or additions to any buildings and/or structures presently erected or to be erected on the land in terms of this Lease, nor make any substantial variations or alterations on the land without the prior written consent of the LESSOR given under the hand of the Town Clerk.
- 8) Access to the land by the LESSEE or persons using the same with its authority shall be had by means only of such roads or approaches or at such other points as may be agreed in writing between the Lessor and the Lessee.
- 9) The LESSEE shall not use or cause or permit to be used any fence, building and/or structure which is or which may hereafter be erected on the land for the display of advertisements of any description whatsoever.
- 10) No trees growing on the land shall be cut down or interfered with without the prior written consent of the LESSOR given under the hand of the Town Clerk.
- 11) The LESSEE shall be responsible at all times for the maintenance of good order, behaviour and government on the land and within any buildings and/or structures thereon and shall not allow the same to be frequented by persons of ill repute or bad character.
- 12) The LESSEE shall not remove or cause or permit to be removed from the land any soil, clay, gravel, sand or other matter upon or below the surface of the land without the prior written consent

Handwritten signatures and initials:
S.M. H.G. T.M. C.2. J.M. J.K. / or *[Signature]* *[Signature]*

of the LESSOR given under the hand of the Town Clerk,

- 13) The LESSEE agrees at all times to keep and maintain the land and all the buildings, fences and structures thereon in good and effective order and condition and shall keep the same open and available for play in good and playable order.
- 14) The LESSOR may at all convenient times through its officers and servants enter upon the land or any buildings or structures erected thereon and inspect the same, and make an inventory of all defects or matters calling for repair found thereon or therein for which the LESSEE is responsible as herein provided and within fourteen (14) days of the receipt of a notice in writing from the Town Clerk calling upon it so to do, the LESSEE shall make good any defects or matters requiring repair as aforesaid and if the LESSEE shall fail so to do the LESSOR may enter upon the land, buildings and structures aforesaid and remedy such defects or make and effect the repairs aforesaid and recover the cost from the LESSEE.
- 15) The LESSOR reserves the right of free access, without notice, to the land hereby leased for as many of its officers and servants as may be necessary for the purpose of inspection, maintenance, renewal, cleansing, repairs and reconstruction of, or in connection with existing foul sewers, raising mains, stormwater drains, water mains, electric cables, or any works appurtenant thereto, or in regard to any such or other Municipal services which the LESSOR may in future lay in or across the land, the LESSOR reserving to itself the right to establish such services without notice. The LESSEE shall not build over, alter or in any manner disturb such services except under the express permission in writing by the Municipal Engineer or his executive officer in respect of the services concerned, and upon due compliance with any specified precautionary measures. Should work involving maintenance, cleaning, construction, reconstruction or repair become necessary at any time the LESSOR shall, in performing such work, cause as

SSN
116. *T.M.* *HRM* little/.....
C.O. *DR*

little inconvenience as possible to the LESSEE, regard being had to the nature of work performed and the LESSOR shall reinstate as nearly as reasonably possible in its original condition the surface of any ground disturbed, provided that the LESSOR shall not be liable for any damage whatsoever which may be sustained by the LESSEE or any other person or body of persons as a result of the performance by the LESSOR of the work aforesaid.

- 16) In the event of the LESSEE dissolving or ceasing to exist at any time within the period of 25 years aforesaid this lease shall become null and void. In this event or at the expiration of this lease the land, buildings and structures, and any improvements effected thereto or thereon by the LESSEE shall revert to and vest in the LESSOR without payment of any compensation whatsoever.
- 17) The LESSEE undertakes for the currency of this lease to insure and keep insured against damage or loss by fire the buildings and structures presently erected or to be erected upon the land in terms of this lease for such sum or sums as the LESSOR may from time to time require, and the LESSEE shall cede such Policies of Insurance to the LESSOR, and forward the annual renewal receipts to the Town Treasurer, Municipal Office, Knysna, on or before due date each year.
- 18) The LESSEE hereby covenants with the LESSOR that the LESSEE will pay the rent as hereinbefore mentioned and agrees also faithfully to observe and fulfil such and all the conditions of this lease, and in the event of the rental not being paid within thirty days from the date when the same becomes due and payable, or the said land, fence, buildings and structures aforesaid not being kept and maintained in an efficient state of repair and in good structural condition, or in the event of any or all of the conditions of this lease not being duly observed and fulfilled in accordance with the true intent and meaning thereof, the LESSOR shall be entitled to

AM
H.G.
THM
C.O.
ARM
SA
cancel/.....
DB
per

cancel and annul this lease and to re-enter upon and resume possession of the land, fence, buildings and structures aforesaid and any other improvements effected thereto or thereon without prejudice to the right of recovery of any rent due, and to recover from the LESSEE such amount in respect of loss or damage as the LESSOR may have sustained or expenses which may be entailed upon the LESSOR by reason of the failure of the LESSEE to observe and fulfil the conditions of this lease.

- 19) The LESSEE shall at the expiration of this lease restore and deliver up to the LESSOR the said land, buildings, structures and improvements thereon in a condition satisfactory to the LESSOR.
- 20) The LESSEE undertakes that it will for the purpose of lighting the buildings and ground, take the supply of electric energy from the Council's supply mains, and will take the water required for such buildings and grounds from the Council's service mains through meter.
- 21) The LESSEE hereby agrees to indemnify and keep the LESSOR indemnified against all action, proceedings, claims, demands, costs, damages and expenses which may be levied, brought or made against the LESSOR or which the LESSOR may pay, sustain or incur by reason of any negligent act on the part of the LESSEE its employees or persons acting under its control or its members, done upon the land and giving rise to injury or damage to persons or property upon the land or in or at any other place whatsoever.
- 22) The LESSEE hereby appoints irrevocably for all purposes of and in connection with this Lease the Bowling Club House erected on the said land to be the "domicilium citandi et executandi" of the the LESSEE, and service of any notice or any process thereat addressed to the LESSEE, shall be deemed to have been sufficiently served upon the LESSEE. Any legal proceedings against the LESSEE may at the option of the LESSOR be brought and conducted in the

[Handwritten signature]
[Handwritten signature] Court/.....
[Handwritten signature]

Court of the Magistrate at Knysna and assent to any increased jurisdiction required for that purpose is hereby given by the LESSEE. For the purpose of any legal proceedings against or in relation to the LESSEE the Chairman and Secretary for the time being shall be deemed to be in all respects the authorised legal representative thereof and may be cited and sued accordingly and the LESSEE shall be bound by all proceedings instituted against them as its representatives, its agents, servants or licencees.

- 23) Notwithstanding anything in this agreement contained the LESSOR may resume possession of the whole or any portion of the land at any time on giving three months' notice in writing to that effect should it be required for any Municipal or Government purposes and may cancel or amend the lease accordingly. In either event the LESSOR may pay to the LESSEE, after quiet possession of the land has been given to the LESSOR, compensation for improvements made on the land by the LESSEE. Provided that if portion only of the land be resumed and it is of such an extent that the remainder is not in the opinion of the LESSEE of sufficient size for the purpose which the land is leased, the LESSEE shall have the option of cancelling the lease and claiming compensation in respect of improvements made on the remaining land. Compensation in terms of this clause shall be payable only for improvements made by the LESSEE out of its own funds and for improvements made out of funds provided by the LESSOR, and only for improvements actually existing at the time the lease is cancelled or amended. The LESSOR ^{after clause 4 is deleted} reserves the right in its absolute discretion to decide for what improvements it shall pay compensation in terms of this clause, and no compensation shall in any event be payable unless the LESSEE shall have deposited with the LESSOR within one month of the completion of such improvements a certified statement showing the actual capital cost thereof. The LESSOR shall be entitled, if it wishes, to inspect the LESSEE'S books of account in order to verify the said statement. Compensation in terms of this clause, if paid,

shall/.....

shall be calculated according to the following formula:-

$$\frac{CX}{Y}$$

Where C equals the capital cost of the improvements, X equals the number of calendar months between termination in terms of this section and the expiration of the leased period referred to in Clause 1 hereof, and Y equals the number of calendar months between the date of completion of the improvements and the expiration of the leased period referred to in Clause 1 hereof.

- 24) The LESSOR shall have the right at any time, through the Town Treasurer or his nominee, to have access to the books, accounts, records, etc., kept by the LESSEE, and the LESSEE shall submit financial statements annually to the Town Treasurer, Municipal Office, Knysna.
- 25) The costs of and incidental to the preparation, execution and stamping of this lease, the advertising thereof and the plan thereto annexed shall be paid by the LESSEE. Any rates and charges payable in respect of the land and buildings in accordance with any Act, Ordinance or Regulation shall be paid by the LESSEE.

IN WITNESS WHEREOF the parties have hereto set their hands at KNYSNA, Cape Province, on this the 20th day of October, 1955, in the presence of the subscribed witnesses.

AS WITNESSES:

LESSORS:

1. H. G. B. B......

[Signature]
MAYOR.

2. [Signature].....

[Signature]
TOWN CLERK.

AND AT KNYSNA, aforesaid, on this 11th day of October, 1955, in the presence of the subscribed witnesses.

AS WITNESSES:

LESSEES:

1. [Signature].....

[Signature]
PRESIDENT, THE KNYSNA BOWLING CLUB

2. [Signature].....
FRANK JAMES ROSE-INNES
SOLICITOR OF SATIS
ATTORNEY, CAPE

[Signature]
VICE-PRESIDENT, THE KNYSNA BOWLING CLUB.

Tutuzelwa Tsese

From: Sibongile Nelo
Sent: Monday, 28 October 2024 09:25
To: Renwill Hardnick; Knysna Municipality
Subject: FW: KNYSNA BOWLING CLUB
Attachments: Knysna Bowling Club Lease application.pdf; KBC Constitution January 2020 SGM (002).pdf; Knysna Bowling Club Lease.pdf

File No.: 17/2/2/1



Kind regards

Mr. Sibongile Nelo *Senior Clerk-Properties*

P O Box 21, Knysna, 6570, Western Cape, South Africa
 Tel +27 (0)44 302 6300 (switchboard) or +27 (0)44 302 6323 (direct)
 e-mail snelo@knysna.gov.za

From: Charlotte Kloppers [mailto:charlottek@braemar-brokers.com]
Sent: Monday, 28 October 2024 09:23
To: Sibongile Nelo <snelo@knysna.gov.za>
Cc: ianc braemar-brokers.com <ianc@braemar-brokers.com>
Subject: KNYSNA BOWLING CLUB

Good morning, Mr. Nelo

Find herewith attached the following documents for The Knysna Bowling Club lease application/renewal:

- Completed Lease Application
- Knysna Bowling Club constitution
- Copy of current lease

Please let us know should you require any additional documents or information.

Kind regards
 Charlotte Kloppers

Braemar Brokers CC

Email: charlottek@braemar-brokers.com
 Tel: +27 (44) 382 4233

MUNISIPALITEIT / MUNICIPALITY	
KNYSNA	
2024 -10- 28	
Action:	R Hardnick
CC:	ADCS, MBOH9

SNelo
 S GUZANR
 NORRY
 Z STEVENS



Knysna

Municipality || Munisipaliteit || uMasipala

inclusive || innovative || inspired

APPLICATION TO LEASE OR PURCHASE MUNICIPAL PROPERTY:

Name of Applicant : THE KNYSNA BOWLING CLUB

Residential Address : RAWSON STREET

KNYSNA

6571

Erf Number : 211

Telephone/Cell No : 044 382 3619 / 082 577 5851

Email address : IANC@BAEMAR-BROKERS.COM

☐ To buy property

☒ To lease property for a period of 9 YEARS 11 MONTHS

☐ To lease by means of encroachment

Description of municipal owned property..... ERF 211, KNYSNA, COR RAWSON
AND HEDGE STR, PRIVATE OPEN SPACE, SPORTING FACILITY, BOWLING
CLUB

(Portion of Erf.....211.....).

Size of property to be considered (.....AS PER DIAGRAM.....m²).

Zoning of Property.....PRIVATE OPEN SPACE ZONE.....

Intended Use of Property.....BOWLING CLUB AS PER MAX 60 YEARS.....

The following documents must be attached to the application:

- / • Any additional motivation or comments
- / • Sketch plan that indicates the property that is being applied for.
- ^ • Copy of identity document of the applicant. **CHAIRMAN & AUDITOR ON BEHALF OF APPLICANT**
- ' • If the applicant is a non-profit or non-governmental organization, NPO or NGO registration certificate must be attached. **N/A**
- , • If the applicant is a registered business, the company/trust/close corporation must submit the relevant registration documents with the application and disclose the particulars of the Directors or Trustees. **N/A**
- ' • **SPORTS CLUB CONSTITUTION ATTACHED**

Please note:

- Incomplete applications will not be considered.
- A non-refundable application fee is payable on submission; proof of payment must be attached to the application form.
- Application to lease property will be finalized between 4 - 6 months after the date on which the complete application was received subject to no objections being received.
- Applications to purchase property will be finalized between 6 - 12 months after the date on which the complete application was received subject to no objections being received.
- In the event that a person purchases property from the Municipality, he will be responsible for some or all of the following costs depending on the specific transaction, namely: Sub division costs, advertisement costs, land use costs, road closure costs, consolidation costs, surveyor costs, transfer costs, valuation costs, and connection costs to Municipal services.
- In the event that a person leases property from the Municipality, he will be responsible for the advertisement costs, valuation costs (in some cases) and monthly Municipal service costs.
- I hereby give permission and consent that my name, surname and personal information contained in this application form, may be presented to Council and made available to interested and affected parties for the purpose of this application.

TARRIFF FOR THE 2022/2023 FINANCIAL YEAR

Kindly note the **non-refundable application fee** is payable on submission. An incomplete application form or form with missing supporting documentation will not be processed

1.	Alienation and leasing of Municipal Land		
2.	Application Fee to lease/Purchase Municipal Property	per application	R277,99
3.	Advertising Fee	per application	R555,97

	Encroachment on municipal land		
4.	Encroachment of 0m ² - 50m ² over the property boundary	Per annum	R1 715,12
5.	Encroachment of 50m ² > over the property boundary	Per annum	R3 430,23



Signature of Applicant

Date: 25/10/2024

For Official use

COLLAB NUMBER OF APPLICATION:.....

DATE ITEM SERVED BEFORE COUNCIL:.....

DATE ADVERTISEMENT WAS PLACED IN THE NEWSPAPER:.....

DATE ON WHICH THE AGREEMENT WAS SIGNED:.....

COLLAB NUMBERS OF CORRESPONDENCE WITH APPLICANT IN REGARDS TO THIS APPLICATION:.....

Knysna Bowling Club

P O Box 285 Knysna 6570
Rawson Street Knysna 6571
Telephone & Fax 044 382 3619

Secretary: Paula Dhanani

Cell 0723463182

pauladhanani@gmail.com



Knysna Rolbalklub

Posbus 285 Knysna 6570
Rawsonstraat Knysna 6571
Telefoon & Faks 044 382 3619

President: John Rimbault

Cell 0825775851

john@ciconstruction.co.za

31 August 2024

The Council of the Municipality of Knysna
cc The Municipal Manager
Knysna Municipality
PO Box 21
Knysna
6570

BY HAND

Dear Sir

LEASE RENEWAL: KNYSNA BOWLING CLUB

The Knysna Bowling Club (KBC) is situated in Rawson Street, Knysna under agreement of Lease with The Council of the Municipality of Knysna.

The KBC will celebrate its 100th anniversary in 2025 and wishes to improve the premises leased to be able to present a club worthy of this stature.

The lease of the KBC which commenced at its current location on 1 July 1956 expires on 30 June 2026. The KBC wishes to renew the lease as motivated in the Motivation attached hereto.

The importance of the KBC to the community and the town is paramount and the lease should be renewed in everyone's best interest.

APPLICATION

It is hereby applied that the Council of the Municipality of Knysna extend the lease, a copy of which is attached hereto, by addendum thereto, for a further period of 9 years 11 months from the date of 1 July 2026.

Please table this before Council at the next possible meeting.

Yours faithfully

J RIMBAULT
PRESIDENT

cc I CORBETT: ianc@braemar-brokers.com

Knysna Bowling Club

P O Box 285 Knysna 6570
Rawson Street Knysna 6571
Telephone & Fax 044 382 3619

Secretary: Paula Dhanani

Cell 0723463182

pauladhanani@gmail.com



Knysna Rolbalklub

Posbus 285 Knysna 6570
Rawsonstraat Knysna 6571
Telefoon & Faks 044 382 3619

President: John Rimbault

Cell 0825775851

john@ciconstruction.co.za

MOTIVATION TO EXTENSION OF THE LEASE OF THE KNYSNA BOWLING CLUB

1. The KBC, upon expiration of the lease, will have occupied the current location for 70 years. The KBC has been an exemplary tenant and maintained the premises in excellent condition over this time, but the need for major repairs and maintenance is now at hand to ensure that the KBC goes forward under the same quality it has operated under;
2. Use of the premises has not been restricted to the KBC only and the facility is hired for fundraising, presentations, training courses, motivational days, etc., by non-profit organisations, other clubs, the public, businesses and even the municipality in the past.
3. The KBC will be celebrating 100 years of existence in 2025, most of which until now was under the precedent of 25 year lease extensions;
4. The KBC has established major assets and sporting facilities on the premises for the benefit of the club and the public of Knysna which facilities would run into R millions to replace;
5. Leasehold facilities have been improved by some R500000 over the last two years;
6. The facilities are now in need of major refurbishing and upgrading and costs for roof and ceiling repairs together with facility improvements for users thereof will run in excess of R1million;
7. The facilities are used by the members daily.
8. The facilities are also used by the public at large when development bowls leagues are held for non-members three times per annum and by schools as we organise junior player introduction to bowls;
9. Competitions of the KBC are supported by many bowlers from all over South Africa and bring numerous players and their families to Knysna;

10. The facilities are used by the Eden District to hold both Eden and Provincial competitions at;
 11. All population groups use the facilities;
 12. The facilities of the KBC are of a high standard and are held in high regard throughout South Africa;
and
 13. These sporting facilities are needed by Knysna and are essential for the balance of activities needed
for the welfare of the people of Knysna.
-

Reason/Motivation for application:

AS SET OUT IN ATTACHED MOTIVATION

TO EXTENSION OF THE LEASE

CHAIRMAN

Conditions:
This card has been issued by the
Department of Home Affairs in terms of the
Identification Act, Act 68 of 1997
If found please return to the Department of Home Affairs
for enquiry or verification purposes contact 0800 60 11 90

Date of Issue:
03 FEB 2020

112927095



REPUBLIC OF SOUTH AFRICA
NATIONAL IDENTITY CARD

Surname:
RIMBAULT
Names:
JOHN MURRAY
Sex:
M
Nationality:
RSA
Identity Number:
5905255035081
Date of Birth:
26 MAY 1953
Country of Birth:
RSA
Status:
CITIZEN



Signature:



Roman 10/24

COMMISSIONER OF OATHS
I C Roman
Ex Officio - TT (SA)
Commissioner of Oaths (RSA)
15 Cassino Street, Horniee Knysna, 6571

AUDITOR

Conditions:
This card has been issued by the
Department of Home Affairs in terms of the
Identification Act, Act 68 of 1997
If found please return to the Department of Home Affairs
For enquiry or verification purposes contact 0800 60 11 90

Date of issue
21 OCT 2019



111770151



REPUBLIC OF SOUTH AFRICA
NATIONAL IDENTITY CARD

Surname:
CORBETT
Names:
IAN
Sex:
M
Nationality:
RSA
Identity Number:
6303305001088
Date of Birth:
30 MAR 1963
Country of Birth:
RSA
Status:
CITIZEN



Signature:

10/24

COMMISSIONER OF OATHS
I C Roman
Ex Officio - TT (SA)
Commissioner of Oaths (RSA)
15 Cassino Street, Homlee Knysna, 6571

Support/Objections/Comments of Neighbours and/or Residents Associations to the property that is being applied for (only registered property owners may comment)

Erf No.....

Address..... 10 RAWSON STR.

Name and Signature..... REBECCA SWEETMAN

Contact Details..... 073 920 2116.



Approved



Disapproved

Comments

.....

.....

.....

.....

Erf No..... 8564 Part of Erf 211

Address..... Trotter Street, Knysna

Name and Signature..... CJ Sands

Contact Details..... 044 3822871



Approved



Disapproved

Comments

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Support/Objections/Comments of Neighbours and/or Residents Associations to the property that is being applied for (only registered property owners may comment)

Erf No. B Daisy Eastern Cape
Address..... 3 Lawson Street
Name and Signature..... Lee Ann Shupr.
Contact Details..... 0644 382 6241

☒ Approved ☐ Disapproved

Comments

.....
.....
.....
.....

Erf No. S Hedge Straat
Address..... S Hedge Street Knysna
Name and Signature..... Melanie de Freitas de Freitas
Contact Details..... 066 382 0800

☒ Approved ☐ Disapproved

Comments

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.....

Support/Objections/Comments of Neighbours and/or Residents Associations to the property that is being applied for (only registered property owners may comment)

Erf No.

Address. 14 Rawson Street

Name and Signature Lewys. Lewis

Contact Details 0765487402



Approved



Disapproved

Comments

.....

.....

.....

.....

Erf No. 383

Address. 8 RAWSON STR

Name and Signature J H ROOS-Belton

Contact Details 082555 3705



Approved



Disapproved

Comments

.....

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.....

Support/Objections/Comments of Neighbours and/or Residents Associations to the property that is being applied for (only registered property owners may comment)

Erf No. 391

Address 12 Rawson Street

Name and Signature Sandra Nokum 

Contact Details 044-382 3677



Approved



Disapproved

Comments

.....
.....
.....
.....

Erf No. 1035 01000

Address Trotter Street

Name and Signature Mark Mosdell 

Contact Details 044 382 2137 071 6076471



Approved



Disapproved

Comments

The school will be happy if they continue offering
bowling as it identifies the area by the fields as
a sports and family friendly space.

Support/Objections/Comments of Neighbours and/or Residents Associations to the property that is being applied for (only registered property owners may comment)

Erf No.....10 Hedge Street.....
Address.....10 Hedge Street.....
Name and Signature.....Alan.....
Contact Details.....082 893 13450.....



Approved



Disapproved

Comments

.....
.....
.....
.....

Erf No.....
Address.....
Name and Signature.....
Contact Details.....



Approved



Disapproved

Comments

.....
.....
.....
.....

KNYSNA BOWLING CLUB CONSTITUTION

CONSTITUTION

CLAUSES INDEX

1. Name
2. Definitions
3. Objects
4. Status
5. Powers
6. Membership
7. Application for Membership
8. Visitors & Temporary Membership
9. Register of Membership
10. Subscriptions and Sundry Fees
11. Resignations
12. Misconduct
13. Office Bearers
14. Committee
15. Executive Committee
16. Powers and Duties
17. Finance
18. Annual General Meeting
19. Special General Meeting
20. Complaints & Grievances
21. By-Laws
22. Guests, Visitors and Liquor
23. Dissolution of Club
24. Amendments to the Constitution
25. Interpretation of the Constitution and By-Laws
26. Copies of the Constitution and By-Laws



BY-LAWS:

- A – General
- B – Competitions

Annexure A

Sections 10(1)(cO) and 30A of the Income Tax Act No. 58 of 1962

Revision History

25 July 2001	28 July 2010	21 January 2015	
13 October 2004	18 July 2012	22 January 2020	
14 November 2007	17 July 2013		

KNYSNA BOWLING CLUB CONSTITUTION

1. NAME

The name of the Club shall be the **Knysna Bowling Club**.

2. DEFINITIONS

In this Constitution, unless the context indicates otherwise:

- 2.1 The masculine gender includes the feminine gender and vice versa.
- 2.2 Both masculine and feminine genders include the neuter and vice versa.
- 2.3 The singular includes the plural and vice versa.
- 2.4 The headnotes to the clauses of this Constitution are for reference purposes only and shall not affect the interpretation of the clauses to which they relate.
- 2.5 "Club" shall mean the Knysna Bowling Club.
- 2.6 "Member" shall mean any person who has been duly accepted for membership of the Club and whose membership dues are paid up as required by the Committee.
- 2.7 "Per annum", "annual", "yearly," or "year" shall mean the Club's financial year
- 2.8 "Club colours" and "Hat Band colours" shall mean the colours of the Club, which are Bottle Green, Old Gold and White.
The Club Blazer / Jacket shall be dark blue in colour with a pocket-badge.
- 2.9 "Badge" shall mean a badge having a tree in the top-left quarter, a ship in the top-right quarter, an elephant in the lower half and a "Knysna Bowling Club" scroll beneath.
- 2.10 "Subscription" shall include green fees.

3. OBJECT and OBJECTIVES

The sole and principal object of the Club is to promote recreational and social activities for its Members in a non-profit manner.

In so doing, the objectives of the Club shall be:

- 3.1 To promote and foster the sport and game of Bowls.
For this purpose, the Club shall be affiliated to Bowls South Africa through such District Bowling Association as may be decided at a General Meeting of the Club. The Laws of the sport of Bowls, the domestic regulations of Bowls South Africa and the by-laws of Eden Bowls, shall be those in force at the Club.
- 3.2 To provide and maintain a clubhouse, pavilions, kitchen, refreshment rooms, conveniences and bowling greens.
- 3.3 To arrange social functions and promote matches and competitions either alone or jointly with any other Association, Club or persons and to offer and grant prizes, awards and distinctions and contribute to the provision of such prizes, awards and distinctions.

KNYSNA BOWLING CLUB CONSTITUTION

4. STATUS.

- 4.1 The Club shall be a legal entity capable of suing or being sued in the name of the Club.
- 4.2 The assets of the Club shall at all times alone be available or executable for the purpose of discharging the liabilities of the Club.
- 4.3 The members of the Club shall not under any circumstances be personally liable for any liabilities of the Club or any part thereof and their liabilities shall be limited to the payment of any indebtedness due by them to the Club.
- 4.4 The Club shall at all times conform to the requirements of Sections 10(1)(cO) and 30A of the Income Tax Act, 1962, as set out in Annexure A to this Constitution.

5. POWERS

The Club shall have the power in addition to other powers specifically conferred upon it in terms of the Constitution:

- 5.1 To acquire by purchase, hire, lease or by any other means, movable property and to sell, let or otherwise deal with same.
- 5.2 To acquire by purchase, hire, or by other means, immovable property and to sell, let or as may be required for the purpose of the Club.
- 5.3 To borrow money upon such terms and security as the Club may decide.
- 5.4 To enter into any contract for the promotion of the object and objectives of the Club or for the protection of the Club's assets, including insurance and to enforce the terms thereof.
- 5.5 To do all such things as may be necessary in the interests of the Club, provided the Committee shall only exercise the powers under clauses 5.2, 5.3 and 5.4 above after having been authorised by a General Meeting of the Club.

6. MEMBERSHIP

- 6.1 The membership of the Club shall consist of the following categories:
 - Ordinary Member
 - Country Member
 - Life Member
 - Honorary Member
 - Social Member
 - Junior Member
 - Dual Member
 - Temporary Member
- 6.2 **Ordinary Member** shall mean a member who pays the appropriate subscription as laid down at a General Meeting of the Club. Only Ordinary Members shall be eligible to hold office in the Club or to vote at any meetings.
Upon full payment of subscription and affiliation fees, he/she shall be deemed to

KNYSNA BOWLING CLUB CONSTITUTION

be a "bona fide" member and duly entitled to full participation in the activities of the Club and able to enter competitions held under the auspices of Eden Bowls.

- 6.3 **Country Member** shall mean a member of another affiliated bowling club more than thirty-five (35) kilometres from the Clubhouse.
Upon proof of payment of the appropriate subscription and affiliation fees, the member shall be entitled at all times to participate in social "tabs-in bowls" but shall not be eligible to enter Club Championship competitions or vote at any meeting.
- 6.4 **Life Member** shall mean a person who has rendered exceptional service to the Club, or who holds distinguished Public Office and who has been elected to membership for life at a General Meeting of the Club, and shall enjoy the rights and privileges of an Ordinary Member.
- 6.5 **Honorary Member** shall mean a person who for any reason is considered by the Club Committee to merit that distinction, who shall be admitted for such period as the Club Committee may deem fit and shall not be liable for payment of Subscriptions.
- 6.6 **Social Member** shall mean a non-playing member who upon payment of the prescribed annual subscription, shall be deemed to be a social member who may participate in the Club's non-bowling activities.
- 6.7 **Junior Member** shall mean a member under the age of eighteen (18) years or, a full time student registered at a tertiary institution.
A Junior Member shall be exempted from Club Subscription and, if under 18 years of age, Eden Bowls Affiliation fees but shall be entitled to enter Club and Eden Bowls competitions.
- 6.8 **Dual Member** shall mean any person who is a "bona fide" member as per 6.2 of two or more clubs simultaneously. Such person shall not compete in the singles championships of more than one club in the same year.
- 6.9 **Temporary Member** shall mean a member who is affiliated to a member body recognised by Bowls South Africa.
Upon payment of subscription and proof of payment of such a member body's affiliation fees, he/she shall be entitled to use the Club's facilities.

7. APPLICATION FOR MEMBERSHIP

- 7.1 Every person applying for Ordinary, Social or Country Membership of the Club shall make application on the official "Application Form" of the Knysna Bowling Club and shall be proposed and seconded by two Ordinary Members.
- 7.2 The name of the applicant for membership shall be displayed on the Club notice board for at least fourteen days from the date of nomination, and thereafter the Committee shall consider the application.
- 7.3 Any member objecting to an applicant must do so in writing to the Committee who shall vote on the application. In the event of there being two or more votes against admission, the applicant shall not be admitted to membership.
- 7.4 The fact that no written objections have been received shall not debar the Committee from rejecting any application for membership.

KNYSNA BOWLING CLUB CONSTITUTION

- 7.5 Each application for membership shall be accompanied by the appropriate levies and the first year's subscription or part thereof and, such application shall imply acceptance of the Constitution and By-laws of the Club. Should, however, the application be rejected, such fees shall be refunded to the applicant.
 - 7.6 No Member or former Member of any club affiliated to Bowls South Africa shall be elected as an Ordinary Member of the Club until he/she produces a clearance Certificate from his/her former club.
 - 7.7 If elected, an applicant shall be informed in writing of his/her election by the Secretary and thereafter shall be entitled to the privileges and rights of his/her class of membership and can read the Constitution and By-Laws, a copy of which is available at the Club and shall be made available to all members.
-

8. VISITORS & TEMPORARY MEMBERS

- 8.1 Visitors to Knysna and vicinity, who are registered members of a recognized bowling club, may play on payment of a visitor's fee per game.
- 8.2 Should a visitor be in Knysna for an extended period he/she may be granted temporary membership for such period, which may not exceed three consecutive months. In this event he/she will pay a temporary membership fee relative to the period, as determined by the Committee.
- 8.3 Temporary Members will not be entitled to vote at Club meetings or be eligible to represent the Club in any bowls competitions or play in any formal competitions.
- 8.4 Persons intending to join the Club as Ordinary Members may be granted temporary membership for a period of not more than two months.

9. REGISTER OF MEMBERS

A register of all members of the Club, with their addresses and other contact details shall be kept.

10. SUBSCRIPTIONS AND SUNDRY FEES

- 10.1 The Club's financial year, for all purposes, shall commence on the 1st day of January of each year and end on the 31st day of December of the same year.
- 10.2 Members' annual subscriptions and affiliation fees are due and payable on the 1st day of January each year.
- 10.3 The Committee shall have the right to adjust subscription fees by a figure not exceeding 10% per annum, unless agreed otherwise at an AGM. These fees are to be confirmed at the next A.G.M. and shall be payable as determined at an Annual General Meeting from time to time.
- 10.4 A person admitted after 31st January of any year will pay a pro-rata subscription fee based on the number of months left in the year until December.
- 10.5 A member who has not paid his/her Affiliation and Club Subscription Fees within two (2) months after it is due, or in terms of a payment plan arranged with the Treasurer and agreed by the Committee, shall not be allowed to continue as a member and use the Club's facilities while such Fees and/or Subscription are outstanding.

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- 10.6 The Committee shall have power to re-instate a member who has defaulted as above upon payment of all arrears if the circumstances warrant it.
- 10.7 Visitors' Green Fees shall be payable, as determined by the Committee from time to time.
- 10.8 Life Members shall pay no subscriptions, but shall pay Eden Bowls and BSA Affiliation Fees.
- 10.9 Only members of the Club or invited guests of members are permitted to pay for refreshments supplied within the Club's premises.

11. RESIGNATIONS.

- 11.1 A member may resign from membership at any time giving due notice in writing to the Secretary. He/she shall, however, remain liable for any arrears in subscription fees for the current Club Financial year. The Committee, at its discretion, may grant a refund of such portion of the subscription fee as it considers equitable, should special circumstances warrant such a refund.
- 11.2 If a member should fail to give written notice to the Secretary prior to 30 November, he/she shall be deemed to be a member for the following year with respect to affiliation fees payable by the member.

12. MISCONDUCT

- 12.1 The Committee, after investigation of the facts including, if necessary, the examination of witnesses and documentary evidence, may suspend, call for resignation or terminate membership of a member found to have been guilty of conduct unbecoming of a member of the Club. The decision of the Committee shall be communicated to the member in writing by registered post. No decision shall be taken unless the member in question has first been afforded an opportunity of submitting oral or written evidence in his/her defence.
- 12.2 A member against whom the Committee has passed such a decision shall have the right to appeal against the decision at a Special Meeting of the Club.
- 12.3 An appeal against the decision of the Committee must be lodged in writing with the Secretary within fourteen days of its communication to the member and shall set forth fully the grounds upon which it is made.
- 12.4 On receipt of an appeal, the Secretary shall within fourteen days of the receipt thereof convene a Special General Meeting of the Club to consider the appeal. At least seven days notice of such Special General Meeting shall be given to members.
- 12.5 No appeal shall be considered where the member concerned has refused or neglected to make personal or written representation to the Committee on the matter that is the subject of the appeal.
- 12.6 All persons directly involved in the alleged unbecoming conduct shall be entitled to be heard by the Committee at the Special General Meeting.
- 12.7 The decision of the Special General Meeting shall be final.

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- 12.8 A person who has ceased to be a member of the Club under this section shall not be re-admitted to membership except by decision of a General Meeting of Club Members.

13. OFFICE BEARERS

- 13.1 **The President** shall be elected at the AGM of the Club in each year. He/she shall be chairman of the Club Committee and shall preside at all General Meetings of the Club.
The President or his substitute shall have a casting vote as a deliberative vote.
- 13.2 **The Vice-President** shall be elected at the AGM in each year. He/she will be a member of the Committee. In the absence of the President, the Vice-President shall preside at all General Meetings of the Club and at meetings of the Committee.
- 13.3 **The Secretary** shall be elected at the AGM in each year. He/she will be a member of the Committee. He/she shall record minutes of all transactions at all General Meetings and Committee Meetings. He/she shall maintain all records and correspondence pertaining to the business of the Club.
- 13.4 **The Treasurer** shall be elected at the Annual General Meeting in each year. He/she will be a member of the Committee. He/she shall maintain the Club Accounts and shall submit a Statement of Financial Performance to the Committee, on a quarterly basis, and any other financial information that the Committee may require at each monthly meeting.
- 13.5 **Five additional members** may be elected at the AGM for specific portfolios as per 14.1 each year. They will be members of the Committee and will have full voting rights on the Committee.
- 13.6 The members may elect at the AGM a Committee member to hold two offices simultaneously and in such an event an additional Committee member may be elected in terms of Section 14.2
- 13.7 No member shall be eligible for any position in the Club if he is or subsequently becomes a member of the Committee of another Bowling Club.
- 13.8 A member of Knysna Bowling Club who is a paid employee of the Club may not be eligible for election to the Committee.

14. COMMITTEE

- 14.1 The management of the funds, assets and affairs of the Club and its properties shall be vested in a Committee of its members consisting of the:
- President
 - Vice-President
 - Secretary
 - Treasurer
 - Five Ordinary Committee members
 - Men's Competitions Secretary
 - Ladies' Competitions Secretary
 - Catering Convenor
 - Marketing & Communication

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o Entertainment

All members of the Committee shall retire at the AGM of the Club but shall be eligible for re-election.

Five members of the Committee, of which at least two shall be members of the Executive Committee, shall constitute a quorum.

- 14.2 The Committee shall have the power to fill any vacancy arising during the year, with due notification to all members.
- 14.3 Ordinary meetings of the Committee shall be held monthly. Special and emergency meetings may be held as may be deemed necessary. Proper minutes shall be kept of all meetings of the Committee.
- 14.4 A member of the Committee who absents himself from three consecutive monthly meetings without having received leave of absence, or without reasons therefor to the satisfaction of the Committee shall cease to be a member thereof.
- 14.5 At the AGM the Committee shall present its report on the affairs of the Club for the year, together with reviewed Statements of Financial Performance and Position.
- 14.6 All acts done by the Committee or its members in the *bona fide* execution of their duties shall be deemed to have been done by the Club as a whole.
- 14.7 The Committee shall appoint a Greens Sub-committee, a Competitions Sub-committee and may appoint further Sub-committees it considers desirable.
- 14.8 A Sub-committee shall have the power of co-opting other members of the Club to assist in the work of the Sub-committee. Such co-opted members shall have equal voting rights on the said Sub-committee.
- 14.9 A member of the Committee wishing to resign before the end of the elected term will make arrangements for a proper handover to his/her successor appointed by the Committee in terms of clause 14.2, unless agreed otherwise by the Committee.

15. EXECUTIVE COMMITTEE

- 15.1 An Executive Committee consisting of the President, Vice-President, Secretary and Treasurer shall have power to act in any urgent situation that may arise in between Committee meetings.
- 15.2 Three Members of the Executive Committee shall form a quorum.
- 15.3 "Round Robin" resolutions may be passed, provided the number of members constituting a quorum are all in favour.
- 15.4 Any action taken by the Executive Committee shall be reported to the next meeting of the Club Committee for ratification.

16. POWERS AND DUTIES OF THE COMMITTEE

The Club Committee shall conduct all the affairs of the Club and be entitled to do all matters and things not specially required to be done at a General Meeting or not expressly required to be otherwise performed. Without limiting their rights of management, the Club Committee shall have the following special powers:

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- 16.1 To convene any meeting they feel required at any time.
- 16.2 To appoint, remove and determine the duties, salaries or remuneration of employees and members of the Club Committee:

17. FINANCE

- 17.1 **Expenditure:** The Committee shall have the power to expend the funds of the Club for normal conducting of the Club's affairs, the maintenance and improvement of the Club's premises, greens, surroundings and assets generally, the purchase of materials, equipment and furniture and such general expenditure as may be incidental and necessary for the organisation and running of competitions and tournaments, the general functioning of the Club and the promotion of the game of Bowls.
- 17.2 **Accounts:** Proper records of all income, expenditure, assets and liabilities shall be maintained.
- 17.3 **Banking Account:** All monies in the hands of the Treasurer in excess of an amount decided on by the Committee shall be deposited into the Club's bank account with Standard Bank of South Africa Limited, Knysna, or such other banks or financial institutions as the Committee may decide, in the name of the Knysna Bowling Club.
- 17.4 Any two of the following, signing jointly, shall be authorised to act as signatories in respect of all matters pertaining to the Club's bank and investment accounts (including the signing of cheques and withdrawals): President, Vice-President, Treasurer, Secretary or any other Club member approved by the Committee. The Bank shall be instructed to send an email notification to a nominated member of the Club Committee for any debit transaction over a nominated amount processed against the Club's bank account(s).

18. ANNUAL GENERAL MEETING

- 18.1 The AGM shall be held within two months of the end of the Financial year each year, and due notice thereof and a nomination list for office bearers and other Committee members shall be published on the Club's Notice Board at least twenty-one days prior to the date fixed for the meeting.
- 18.2 **Proxy Vote:** A member wishing to vote by Proxy should be a fully paid-up member of the Knysna Bowling Club and must have a current BSA/EB card. The following rules will apply to all proxy votes:
- A member wishing to make a Proxy vote must clearly be unable to attend the meeting and vote in person.
 - Each member in good standing with the Club will be limited to administer one proxy vote per motion or election.
 - Proxy can only be issued after the official notification of the relevant meeting has been announced.
 - The proxy form has to be obtained by the member who will not be in attendance from the Club Secretary.
 - No third party involvement in either obtaining forms, or arranging for a member to submit the proxy vote will be permissible

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- At the meeting a member who presents a proxy form signed by another member, will be issued with two (2) voting slips for each motion or election.
- 18.3 Notices of Motions to be proposed at the AGM must be received by the Secretary at least fourteen days before the date notified for the meeting and shall set forth in full the motion to be moved.
- 18.4 All motions received and nominations for office bearers and other Committee members, duly nominated and seconded, shall be included in the agenda, a copy of which, together with a copy of the notice convening the meeting, shall be posted on the Club's Notice Board and made available at the Clubhouse for all members, not less than seven days before the date of the meeting.
- 18.5 At all General Meetings 25% of registered members shall form a quorum. In the event of there being no quorum at a General Meeting within twenty minutes after the time specified for the opening of the meeting, the meeting shall stand adjourned for seven days, and the members then present shall be competent to transact the business for which the meeting was originally convened.
- 18.6 Only members who have been duly nominated in terms of 18.4 may be elected as office bearers or Committee members, unless there was no nomination for an office bearer or Committee member position on the agenda, in which case a member may be duly nominated during the AGM.
- 18.7 In the event that any member nominated for a position as an office bearer is not elected as office bearer, such member shall be eligible for election to the Committee as an ordinary member.
- 18.8 The business of the AGM shall proceed in the following order, excepting when a notice of motion has been given which, if carried, would affect any item on the agenda. Such motion shall take precedence over any item likely to be affected:
- To read the notice convening the meeting.
 - To read and, if found in order, to confirm the minutes of the previous AGM and deal with any business arising there from.
 - To read and, if found in order, to confirm the minutes of any SGM and deal with any business arising therefrom.
 - To read and confirm the Committee's Annual Report.
 - To approve the reviewed Statements of Financial Performance and Position.
 - To elect the Office Bearers.
 - To elect the rest of the Committee.
 - To appoint an Honorary Auditor for the new reporting period.
 - To consider motions of which notice has been given.
 - To consider and vote on any other business affecting the welfare of the Club
 - To approve by-laws which the Committee of the Club has duly passed.
 - To consider any recommendation from the Committee for the payment of an honorarium or gratuity to any member or other person in return for services rendered to the Club.

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19. SPECIAL GENERAL MEETING (SGM)

- 19.1 The Committee may convene an SGM at any time. The Secretary shall also be bound to call an SGM within fourteen days after receipt of a request to do so, signed by not less than twenty ordinary members.
- 19.2 A request for an SGM shall state the nature of the business to be discussed.
- 19.3 Not less than seven days notice shall be given by posting on the Club's notice board a notification of an SGM and emailing such notice, which shall incorporate the request and the agenda for such meeting.
- 19.4 At an SGM only the business for which the meeting is convened shall be discussed.
- 19.5 The procedure at such meetings and the rights of members present shall in all respects be the same as those for an AGM.

20. COMPLAINTS AND GRIEVANCES

- 20.1 Should any member have any grievance or complaint, the substance of which may impede on good fellowship amongst members, and/or be counter-productive to effective management of the Club, such complaints or grievances should be lodged in writing with the Executive Committee. The Executive Committee shall have the power to appoint a Disciplinary Committee to investigate such grievances or complaints to recommend corrective action to the Executive Committee.
- 20.2 The Disciplinary Committee shall consist of
- The President or Vice-President
 - A Past President
 - The Secretary
 - One ordinary member appointed by the Executive Committee.
- 20.3 Should any member commit any wilful breach of the rules, By-laws or regulations of the Club, or be guilty of conduct unbecoming, or prejudicial to the interests and reputation of the Club, whether within the Club premises or outside them, the Committee shall have the power to:
- Inform the member in writing of the alleged infringement and to call upon such member to appear before the Committee to explain his or her conduct and should such member fail to appear when called upon, to suspend or otherwise deal with such member.
 - Deprive such member of any or all the rights, benefits and advantages of membership during such time or period as the Committee in its absolute discretion may deem fit and advisable or to expel such member.
 - Call upon such member in writing through the Secretary to resign within seven days of the date of such request.

All proceedings and decisions taken are to be documented.

20.4 APPEAL AGAINST DISCIPLINARY DECISIONS:

Any member who is expelled or suspended or otherwise dealt with by the Disciplinary Committee in terms of Clause 20.3 shall have the power to appeal against the decision of the Disciplinary Committee to the Executive Committee

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upon notifying the Secretary in writing within seven days of notification of the decision of the Disciplinary Committee. The Executive Committee shall finalise the hearing within seven days of such appeal. No appeal shall, however, be considered where the member concerned having been requested to appear before the Club Committee, has refused to do so in the matter which is the subject of the decision.

21. BY-LAWS

- 21.1 The Committee shall have power to make by-laws not contrary to the Constitution for the management of the affairs of the Club. For the purpose of this clause "by-laws" shall mean any decision taken by the Committee on a matter relating to the general administration of the Club and specifically declared by the Committee at the time the decision is taken to be a by-law.
- 21.2 By-laws shall come into force and effect as soon as they have been posted on the Notice Board of the Club. The notice shall bear the date of posting and be signed by the President and remain there for thirty days.
- 21.3 New by-laws shall be submitted to the next AGM for and inclusion in the Constitution.

22. GUESTS, VISITORS AND LIQUOR

- 22.1 **Guests:** A Member may introduce a guest for the day under such conditions as the Club Committee may from time to time prescribe. The Member introducing a guest shall record the guest's name and address in the Visitors Book and countersign it, thereby acknowledging responsibility for the conduct of the guest while on the Club property. A guest shall be permitted to pay for liquor or refreshments supplied by the Club.
- 22.2 **Visitors playing in matches:** The Club Committee may extend the privileges of membership to persons who are registered members of any club that operates under the auspices of World Bowls while engaged in any match / competition, game or function, and to any bona fide applicant for membership of the Club, on such terms and fees (if any) as it may deem fit.
- 22.3 **Liquor:** Liquor shall only be sold during such times and in such a manner as may from time to time be authorised by Law and by the Club Committee.
- 22.4 No profit from the sale of liquor shall accrue to any individual.
- 22.5 No one under the age of eighteen (18) years (including Junior Members) shall be served or supplied with liquor.

23. DISSOLUTION OF THE KNYNSNA BOWLING CLUB

- 23.1 In the event of the dissolution of the Knysna Bowling Club, the remaining assets and funds will be transferred to any other recreational club which is approved by the Commissioner in terms of Section 30A of the Income Tax Act, 1962 or to a public benefit organisation contemplated in paragraph (a)(i) of the definition of "public benefit organisation" in subsection 30(1) which has been approved in terms of section 30(3) of the said Act.

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- 23.2 No assets will be distributed to members of the Club other than artefacts with no commercial value.

24. AMENDMENTS TO THE CONSTITUTION

- 24.1 This Constitution may be amended, altered or added to at any Annual General Meeting or any Special General Meeting specially called for such purpose.
- 24.2 Any such alteration or addition shall not be deemed to be passed unless approved by two-thirds (2/3) of the Members present at such meeting.
- 24.3 No proposed alteration or amendment shall be considered at any such meeting unless due Notice-Request as provided for in Clauses 18.1, 18.3 & 18.4 has been given to the Secretary in writing setting forth in full such proposed alteration, deletion or addition.

25. INTERPRETATION OF THE CONSTITUTION AND BY-LAWS

In the event of any doubt, difference of opinion or dispute arising as to the meaning of any Clause of this Constitution or By-Laws, the interpretation thereof by the Club Committee shall be binding on all Members until the next Annual General Meeting when, if so desired, the matter may be referred to the said meeting.

26. COPIES OF THE CONSTITUTION AND BY-LAWS

The Secretary shall maintain an up-to-date copy of the Constitution and By-Laws in the Clubhouse, which shall be readily available to Members for perusal. Members shall be entitled to obtain a copy on request.

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BY-LAWS

A - GENERAL

1. No person shall be allowed on the greens unless wearing footwear prescribed in the laws of bowls.
2. No member shall use the greens without using a mat provided by the Club or approved by the Club Committee.
3. No children shall be allowed on the greens without adult supervision.
4. Dogs shall only be allowed on the Club grounds on a leash. No dogs are allowed in the Clubhouse.
5. Members shall refrain from smoking on the greens, or dropping matches, cigarette ends or any other objects on the greens or in the ditches.
6. In the absence of labour, members shall be responsible for the removal from the rinks of all bowls, jacks, mats and other property of the Club on the termination of their games, as well as the storage thereof after scoreboards have been cleaned.
7. The members of the Committee present shall settle any difficulty arising from the allotment of a rink or the constitution of a practice game.
8. Saturday and Wednesday afternoons and Public Holidays and Sunday mornings shall be regarded as Club days when two members will be on duty according to a roster prepared and published by the Secretary.
9. Members and visitors wishing to play must hand in their tabs (and green fees paid by visitors) to the duty members at least 15 minutes prior to announced starting times.
10. 15 Minutes prior to the announced "tabs-in" time, the two duty members will organise the games to be played according to the number of players and the number of rinks available, as determined by the Greenkeeper.
11. The two duty members will lay out on a table the tabs of the opposing players in their official grading from Skips to Leads. They are, however, empowered to upgrade or downgrade players to meet the circumstances of the moment. This done, the tabs as graded for the occasion will be placed in the relevant grade compartments of the draw box which will be handed to different playing members present who will then draw openly and place the draw on the board.
12. When there is doubt as to whether the Greens are fit for play owing to weather or other adverse conditions, the decision regarding play shall be the sole responsibility of the Greenkeeper. In the absence of the Greenkeeper, the decision will rest with members of the Committee present.
13. All players shall wear regulation Bowling Dress as laid down in the "Laws of the Game of Bowls" on Saturday Club Days or when competitions are held, in

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which case members will be advised beforehand. Also, at the discretion of the Committee, tailored navy trousers or shorts may be worn, as well as appropriate, neat and tidy casual clothing on Wednesdays, Sunday mornings and public holidays, subject to clause 1 of these General By-Laws.

14. The official Club shirts or any shirt decided by the Committee must be worn when the Club is represented in local (Eden Bowls) league and mini league matches or Club representative competitions.
 15. Members making use of Club facilities shall leave the Club in a tidy condition, unless arranged otherwise with/by the Committee.
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BY-LAWS

B - COMPETITIONS

1. COMPETITIONS SECRETARIES
 - 1.1 The control of all Club competitions shall be managed by the elected Competitions Secretaries who, together with other Club members co-opted, shall form the Competitions Sub-committee.
 - 1.2 The Competitions Secretaries and/or their assistants shall:
 - Post timeously on the Club Notice Board lists calling for entrants to Club Competitions.
 - Arrange the draw for all Club competitions and ensure that competition fees, if applicable, are paid.
 - Arrange and fix commencement and completion dates for all Club competitions, and with the approval of the Committee, agree the conditions of play.
 - Ensure that an official Umpire, who shall preferably be a Club Member, is on duty when any competitions are in progress on the Club's greens.
 - Prepare score cards and supervise the allocation of any draw for rinks for competitions.
 - Prepare and keep up-dated competition charts for Club competitions, which shall be displayed on the Club Notice Board.
 - 1.3 Only ordinary members (including Dual Members) shall be eligible to compete in Club Championship competitions or to represent the Club in any inter-club match or competition; however, Dual Members shall not compete in the singles championships of more than one club in the same year.
 - 1.4 The Club Committee shall make rules governing the conduct of all Club competitions.
 - 1.5 Two or more Club members, of whom at least one shall be a member of the Competitions Sub-committee, shall make the draw of any Club competition.
6. No member shall be eligible to participate in any competition or match unless:
 - His/her Affiliation Fees and Club Subscription are paid in terms of clause 10 of the Constitution

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- His/her entrance fee for the specific competition/game has been paid.
7. Competition games shall have precedence of rinks over practice or friendly games. In competitions, rinks shall be drawn by the Skips concerned from among those selected by the Greenkeeper for use in the competition
 8. A date shall be fixed by the Committee for the completion of each round of the respective competitions and any entrant who fails to complete his/her round by the date fixed, shall be scratched.
 9. A member who, in the opinion of the Competitions Sub-Committee, is unreasonably holding up a competition shall be expected to play off his/her round by a certain date when requested to do so by the Competitions Sub-Committee. Should he/she fail to do so, he/she shall be scratched.
 10. Notwithstanding sub-clause 8 above, if the Competitions Sub-Committee is satisfied that failure to complete a round was due to unforeseen circumstances, it may in its discretion permit a game or games to be played off after expiry of the stipulated time limit.
 11. No member-scratched by the Competitions Sub-Committee under the above clauses shall be entitled to a refund of entrance fees.
 12. Complaints regarding competitions shall be addressed to the Competitions Sub-Committee through the Secretary. The Competitions Sub-Committee shall, if necessary, submit such complaints to the Committee with its recommendations for a ruling and the decision of the Committee shall be final.
 13. Any member entered to compete in singles competitions shall undertake to do duty as a marker when required and may be exempted such duty only by reason of physical disability or if participating in any competition at the time or having arranged a substitute member as marker.
 14. In pairs, trips and fours competitions, substitutes shall be permitted in the event of death, illness or departure from the district, provided that the substitute has not previously taken part in the competition for that year.

KNYSNA BOWLING CLUB CONSTITUTION

Annexure A

INCOME TAX ACT^[L]_[SEP] NO. 58 OF 1962

10 Exemptions.—

(1) There shall be exempt from normal tax—

(cO) the receipts and accruals of any recreational club approved by the Commissioner in terms of section 30A, to the extent that the receipts and accruals are derived—

(i) in the form of membership fees or subscriptions paid by its members;

(ii) from any business undertaking or trading activity that—

(aa) is integral and directly related to the provision of social and recreational amenities or facilities for the members of that club;

(bb) is carried out on a basis substantially the whole of which is directed towards the recovery of cost; and

(cc) does not result in unfair competition in relation to taxable entities;

(iii) from any fundraising activities of that club, which are of an occasional nature and undertaken substantially with assistance on a voluntary basis without compensation; and

(iv) from any other source and do not in total exceed the greater of

(aa) five per cent of the total membership fees and subscriptions due and payable by its members during the relevant year of assessment; or

(bb) R120 000

30A. Recreational clubs.—

(1) For purposes of this Act, “**recreational club**” means any non-profit company as defined in section 1 of the Companies Act, society or other association of which the sole or principal object is to provide social and recreational amenities or facilities for the members of that company, society or other association.

(2) The Commissioner must approve a recreational club for the purposes of section 10 (1) (cO), if—

(a) that club has submitted to the Commissioner a copy of the constitution or other written instrument in terms of which it is established and which provides that—

(i) it is required to have at least three persons, who are not connected persons in relation to each other, to accept the fiduciary responsibility of that club and no single person directly or indirectly controls the decision making powers relating to that club;

(iA) its activities must be carried on in a non-profit manner;

(ii) it is prohibited from directly or indirectly distributing any surplus funds to any person, other than in terms of subparagraph (iii);

(iii) it is required on dissolution to transfer its assets and funds to—

KNYSNA BOWLING CLUB CONSTITUTION

- (aa) any other recreational club which is approved by the Commissioner in terms of this section;
 - (bb) a public benefit organisation contemplated in paragraph (a) (i) of the definition of a "public benefit organisation" in section 30 (1) which has been approved in terms of section 30 (3);
 - (cc) any institution, board or body which is exempt from tax under the provisions of section 10 (1) (cA) (i), which has as its sole or principal object the carrying on of any public benefit activity; or
 - (dd) the government of the Republic in the national, provincial or local sphere, contemplated in section 10 (1) (a);
-
- (iv) it may not pay any remuneration to any person which is excessive, having regard to what is generally considered reasonable in the sector and in relation to the service rendered, nor may any remuneration be determined as a percentage of any amounts received or accrued to that club;
 - (v) all members must be entitled to annual or seasonal membership; and
 - (vi) members are not allowed to sell their membership rights or any entitlement in terms thereof;
- (b) the club undertakes to submit to the Commissioner a copy of any amendment to the constitution or other written instrument under which it is established; and
- (c) the Commissioner is satisfied that the club is or was not knowingly a party to, or does not knowingly permit, or has not knowingly permitted, itself to be used as part of any transaction, operation or scheme of which the sole or main purpose is or was the reduction, postponement or avoidance of liability for any tax, duty or levy which, but for such transaction, operation or scheme, would have been or would have become payable by any person under this Act or any other Act administered by the Commissioner.
- (3) Where the constitution or other written instrument under which the club is established does not comply with the provisions of paragraph (a) of subsection (2), it shall be deemed to so comply if a person responsible in a fiduciary position for the funds and assets of such club furnishes the Commissioner with a written undertaking by such club that such club will be administered in compliance with the provisions of this section.
- (4) Where a club applies for approval, the Commissioner may approve that club for purposes of this section, or for the purposes of any provision contained in section 10 prior to its amendment by section 10 (1) (k) of the Revenue Laws Amendment Act, 2006 (Act No. 20 of 2006), with retrospective effect, to the extent that the Commissioner is satisfied that that club during the period prior to its application complied with the requirements of a "recreational club" as defined in subsection (1).
- (5) Where the Commissioner is—
- (a) satisfied that any recreational club approved under subsection (2) has during any year of assessment in any material respect; or
 - (b) during any year of assessment satisfied that any such recreational club has on a continuous or repetitive basis, failed to comply with the provisions of this section, or the constitution or other written instrument under which it was established to the

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extent that it relates to the provisions of this section, the Commissioner shall notify the recreational club that he or she intends to withdraw the approval of that recreational club if no corrective steps are taken by that club within a period stated in that notice.

(6) If no corrective steps are taken by a recreational club as contemplated in subsection (5), the Commissioner must withdraw approval of that club with effect from the commencement of the year of assessment contemplated in subsection (5).

(7) If the Commissioner has withdrawn the approval of a recreational club, that club must within six months after the date of that withdrawal (or such longer period as the Commissioner may allow) transfer or take reasonable steps to transfer its remaining assets to any recreational club, public benefit organisation, institution, board or body or the government, as contemplated in subsection (2) (a) (iii).

(7A) As part of its dissolution the club must transfer its assets to a recreational club, public benefit organisation, institution, board or body or the government, as contemplated in subsection (2) (a) (iii).

(8) If the recreational club fails to transfer, or to take reasonable steps to transfer, its assets as contemplated in subsection (7) or (7A), an amount equal to the market value of those assets which have not been transferred less an amount equal to the bona fide liabilities of that recreational club must for purposes of this Act be deemed to be an amount of taxable income which accrued to that recreational club during the year of assessment in which approval was withdrawn or the dissolution took place.

(9) Any person who is in a fiduciary capacity responsible for the management or control of the income and assets of any approved recreational club and who intentionally fails to comply with any provision of this section or of the constitution, or other written instrument under which such recreational club is established to the extent that it relates to the provisions of this section, shall be guilty of an offence and liable on conviction to a fine or to imprisonment for a period not exceeding 24 months.

ADDENDUM TO LEASE AGREEMENT

Made and entered into by and between

THE COUNCIL OF THE MUNICIPALITY OF KNYSNA

(hereinafter called the LESSOR), of the one part

and

THE KNYSNA BOWLING CLUB

(hereinafter called the LESSEE), of the other part.

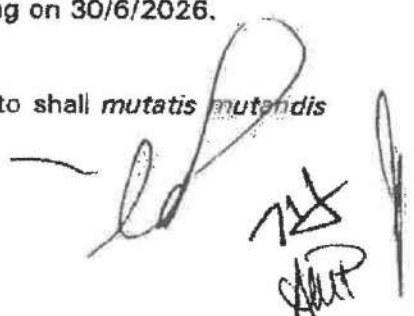
WHEREAS:

- 1 As appears from annexure "A" hereto a lease was concluded between the Lessor and the Lessee on 3 January 1969 which lease is for a period of 12 (TWELVE) years and 9 (NINE) months reckoned from 1 October 1968.
- 2 On the 23/7/81 the lease period was extended from the 1/7/81 for 25 years until the 30/6/2006 ("the expiry date").
- 3 The parties wish to record further arrangements concerning the extended occupation by the Lessee of the Lessor's premises.

NOW IT IS AGREED AS FOLLOWS:

- 1 As from the expiry date the Lessor hereby lets to the Lessee the premises described in annexure "A" hereto for a further period of 20 (TWENTY) years commencing on the 1st of July 2006 and expiring on 30/6/2026.
- 2 The terms and conditions of annexure "A" hereto shall *mutatis mutandis*

WP51\LEASE\PREMISES\BOWLING

Handwritten signatures and initials in black ink, including a large signature and several smaller initials.

AGREEMENT OF LEASE made and entered into between

THE COUNCIL OF THE MUNICIPALITY OF KNYSA (hereinafter called the LESSOR), of the one part,

and

THE KNYSA BOWLING CLUB (hereinafter called the LESSEE), of the other part,

WHEREAS the LESSEE has applied to the LESSOR for the lease of the area of ground (hereinafter referred to as "the Land") shown on the Plan prepared by the Municipal Engineer dated 24th May 1955, together with buildings and structures thereon for a period of TWENTY FIVE (25) YEARS for the purpose of a Bowling Club and Bowling Green.

AND WHEREAS the LESSOR has agreed to lease to the LESSEE the said Land.

NOW THEREFORE THESE PRESENTS WITNESS:

That the LESSOR hereby agrees to lease and the LESSEE hereby agrees to hire the Land, buildings and structures thereon, subject to the following terms and conditions:-

- 1) This Lease shall endure for a period of Twenty five (25) years reckoned from the first day of July 1956.
- 2) The LESSEE shall pay the LESSOR a rental of ONE SHILLING (1/-) PER ANNUM in respect of the Land, buildings and structures thereon, such rental to be payable in advance at the office of the Town Treasurer.
- 3) This lease shall be subject in all respects to the provisions of the Cape Municipal Ordinance No.19/1951, Section 220.
- 4) This lease shall be subject to all servitudes and conditions, if any, binding on the Council in respect of the Land hereby leased.
- 5) The said Land, together with buildings and structures thereon, and such buildings and other structures as may be erected in accordance with the provisions of this agreement shall be used only for the purposes stated.

70 years to 2026

[Handwritten signatures and initials]
6/.....

- 6) The LESSEE shall not assign its rights under this agreement nor shall it sublet the land in whole or in part, except with the prior written consent of the LESSOR given under the hand of the Town Clerk and provided the Administrator's consent is obtained thereto.
- 7) The LESSEE shall not erect or cause or permit to be erected any building and/or structures on the land without the prior written consent of the LESSOR, given under the hand of the Town Clerk, nor shall the LESSEE effect any improvement or additions to any buildings and/or structures presently erected or to be erected on the land in terms of this Lease, nor make any substantial variations or alterations on the land without the prior written consent of the LESSOR given under the hand of the Town Clerk.
- 8) Access to the land by the LESSEE or persons using the same with its authority shall be had by means only of such roads or approaches or at such other points as may be agreed in writing between the Lessor and the Lessee.
- 9) The LESSEE shall not use or cause or permit to be used any fence, building and/or structure which is or which may hereafter be erected on the land for the display of advertisements of any description whatsoever.
- 10) No trees growing on the land shall be cut down or interfered with without the prior written consent of the LESSOR given under the hand of the Town Clerk.
- 11) The LESSEE shall be responsible at all times for the maintenance of good order, behaviour and government on the land and within any buildings and/or structures thereon and shall not allow the same to be frequented by persons of ill repute or bad character.
- 12) The LESSEE shall not remove or cause or permit to be removed from the land any soil, clay, gravel, sand or other matter upon or below the surface of the land without the prior written consent

[Handwritten signatures and initials]
T.M. C.2. *[Signature]* of *[Signature]*

of the LESSOR given under the hand of the Town Clerk.

- 13) The LESSEE agrees at all times to keep and maintain the land and all the buildings, fences and structures thereon in good and effective order and condition and shall keep the same open and available for play in good and playable order.
- 14) The LESSOR may at all convenient times through its officers and servants enter upon the land or any buildings or structures erected thereon and inspect the same, and make an inventory of all defects or matters calling for repair found thereon or therein for which the LESSEE is responsible as herein provided and within fourteen (14) days of the receipt of a notice in writing from the Town Clerk calling upon it so to do, the LESSEE shall make good any defects or matters requiring repair as aforesaid and if the LESSEE shall fail so to do the LESSOR may enter upon the land, buildings and structures aforesaid and remedy such defects or make and effect the repairs aforesaid and recover the cost from the LESSEE.
- 15) The LESSOR reserves the right of free access, without notice, to the land hereby leased for as many of its officers and servants as may be necessary for the purpose of inspection, maintenance, renewal, cleansing, repairs and reconstruction of, or in connection with existing foul sewers, raising mains, stormwater drains, water mains, electric cables, or any works appurtenant thereto, or in regard to any such or other Municipal services which the LESSOR may in future lay in or across the land, the LESSOR reserving to itself the right to establish such services without notice. The LESSEE shall not build over, alter or in any manner disturb such services except under the express permission in writing by the Municipal Engineer or his executive officer in respect of the services concerned, and upon due compliance with any specified precautionary measures. Should work involving maintenance, cleaning, construction, reconstruction or repair become necessary at any time the LESSOR shall, in performing such work, cause as

TH *T.M.* *JRM* Little *Paul* *Qu*
HG. *C.D.* *SK.*

little inconvenience as possible to the LESSEE, regard being had to the nature of work performed and the LESSOR shall reinstate as nearly as reasonably possible in its original condition the surface of any ground disturbed, provided that the LESSOR shall not be liable for any damage whatsoever which may be sustained by the LESSEE or any other person or body of persons as a result of the performance by the LESSOR of the work aforesaid.

16) In the event of the LESSEE dissolving or ceasing to exist at any time within the period of 25 years aforesaid this lease shall become null and void. In this event or at the expiration of this lease the land, buildings and structures, and any improvements affected thereto or thereon by the LESSEE shall revert to and vest in the LESSOR without payment of any compensation whatsoever.

17) The LESSEE undertakes for the currency of this lease to insure and keep insured against damage or loss by fire the buildings and structures presently erected or to be erected upon the land in terms of this lease for such sum or sums as the LESSOR may from time to time require, and the LESSEE shall cede such Policies of Insurance to the LESSOR, and forward the annual renewal receipts to the Town Treasurer, Municipal Office, Knyasa, on or before due date each year.

18) The LESSEE hereby covenants with the LESSOR that the LESSEE will pay the rent as hereinbefore mentioned and agrees also faithfully to observe and fulfil such and all the conditions of this lease, and in the event of the rental not being paid within thirty days from the date when the same becomes due and payable, or the said land, fence, buildings and structures aforesaid not being kept and maintained in an efficient state of repair and in good structural condition, or in the event of any or all of the conditions of this lease not being duly observed and fulfilled in accordance with the true intent and meaning thereof, the LESSOR shall be entitled to

cancel/.....
16. Tim JPH
C.O. JPH
JPH

cancel and annul this lease and to re-enter upon and resume possession of the land, fence, buildings and structures aforesaid and any other improvements effected thereto or thereon without prejudice to the right of recovery of any rent due, and to recover from the LESSEE such amount in respect of loss or damage as the LESSOR may have sustained or expenses which may be entailed upon the LESSOR by reason of the failure of the LESSEE to observe and fulfil the conditions of this lease.

- 19) The LESSEE shall at the expiration of this lease restore and deliver up to the LESSOR the said land, buildings, structures and improvements thereon in a condition satisfactory to the LESSOR.
- 20) The LESSEE undertakes that it will for the purpose of lighting the buildings and ground, take the supply of electric energy from the Council's supply mains, and will take the water required for such buildings and grounds from the Council's service mains through meter.
- 21) The LESSEE hereby agrees to indemnify and keep the LESSOR indemnified against all action, proceedings, claims, demands, costs, damages and expenses which may be levied, brought or made against the LESSOR or which the LESSOR may pay, sustain or incur by reason of any negligent act on the part of the LESSEE its employees or persons acting under its control or its members, done upon the land and giving rise to injury or damage to persons or property upon the land or in or at any other place whatsoever.
- 22) The LESSEE hereby appoints irrevocably for all purposes of and in connection with this Lease the Bowling Club House erected on the said land to be the "domicilium citandi et executandi" of the LESSEE, and service of any notice or any process thereat addressed to the LESSEE, shall be deemed to have been sufficiently served upon the LESSEE. Any legal proceedings against the LESSEE may at the option of the LESSOR be brought and conducted in the

[Signature]
H.C.

[Signature]
C.O.

[Signature]

Court

[Signature]

Court of the Magistrate at Kuyasa and assent to any increased jurisdiction required for that purpose is hereby given by the LESSEE. For the purpose of any legal proceedings against or in relation to the LESSEE the Chairman and Secretary for the time being shall be deemed to be in all respects the authorised legal representative thereof and may be cited and sued accordingly and the LESSEE shall be bound by all proceedings instituted against them as its representatives, its agents, servants or licencees.

- 29) Notwithstanding anything in this agreement contained the LESSOR may resume possession of the whole or any portion of the land at any time on giving three months' notice in writing to that effect should it be required for any Municipal or Government purposes and may cancel or amend the lease accordingly. In either event the LESSOR may pay to the LESSEE, after quiet possession of the land has been given to the LESSOR, compensation for improvements made on the land by the LESSEE. Provided that if portion only of the land be resumed and it is of such an extent that the remainder is not in the opinion of the LESSEE of sufficient size for the purpose which the land is leased, the LESSEE shall have the option of cancelling the lease and claiming compensation in respect of improvements made on the remaining land. Compensation in terms of this clause shall be payable only for improvements made by the LESSEE out of its own funds and for improvements made out of funds provided by the LESSOR, and only for improvements actually existing at the time the lease is cancelled or amended. The LESSOR

after clause for the work

reserves the right in its absolute discretion to decide for what improvements it shall pay compensation in terms of this clause, and no compensation shall in any event be payable unless the LESSEE shall have deposited with the LESSOR within one month of the completion of such improvements a certified statement showing the actual capital cost thereof. The LESSOR shall be entitled, if it wishes, to inspect the LESSOR'S BOOKS of account in order to verify

the said statement

Compensation in terms of this clause, if paid,

shall.....

Handwritten signatures and initials: *TH*, *LM*, *AK*, *SH*, *SH*

shall be calculated according to the following formula:-

$$\frac{C}{I}$$

Where C equals the capital cost of the improvements, I equals the number of calendar months between termination in terms of this section and the expiration of the leased period referred to in Clause 1 hereof, and Y equals the number of calendar months between the date of completion of the improvements and the expiration of the leased period referred to in Clause 1 hereof.

- 24) The LESSOR shall have the right at any time, through the Town Treasurer or his nominee, to have access to the books, accounts, records, etc., kept by the LESSEE, and the LESSEE shall submit financial statements annually to the Town Treasurer, Municipal Office, Knyema.
- 25) The costs of and incidental to the preparation, execution and stamping of this lease, the advertising thereof and the plan thereto annexed shall be paid by the LESSEE. Any rates and charges payable in respect of the land and buildings in accordance with any Act, Ordinance or Regulation shall be paid by the LESSEE.

IN WITNESS WHEREOF the parties have hereto set their hands at KNYEMA, Cape Province, on this the 20th day of October 1955, in the presence of the subscribed witnesses.

AS WITNESSES:

1. H. G. G. G.

2. [Signature]

LESSORS:

[Signature]
MAYOR.

[Signature]
TOWN CLERK.

AND AT KNYEMA, aforesaid, on this 11th day of October 1955, in the presence of the subscribed witnesses.

AS WITNESSES:

1. FFA

2. [Signature]
TRANSPORTS BUREAU
DEPARTMENT OF AGRICULTURE
ATTORNEY, CAPE

LESSEES:

[Signature]
PRESIDENT, THE KNYEMA BOWLING CLUB

[Signature]
VICE-PRESIDENT, THE KNYEMA BOWLING CLUB

(8)
2 (6)

AGREEMENT OF LEASE made and entered into between

THE COUNCIL OF THE MUNICIPALITY OF KNYSNA

(hereinafter called the LESSOR), of the one part,

and

THE KNYSNA BOWLING CLUB

(hereinafter called the LESSEE), of the other part.

WHEREAS the LESSEE has applied to the LESSOR for the lease of the area of ground (hereinafter referred to as "the land") shown on the Plan prepared by the Municipal Engineer dated ^{24th} July 1968, for a period of twelve years and nine months for the purpose of an additional Bowling Green.

AND WHEREAS the LESSOR has agreed to lease to the LESSEE the said land.

NOW THEREFORE THESE PRESENTS WITNESS:

That the LESSOR hereby agrees to lease and the LESSEE hereby agrees to hire the land, subject to the following terms and conditions:-

- 1) This lease shall endure for a period of twelve years and nine months reckoned from the first day of October, 1968.
- 2) The LESSEE shall pay the LESSOR a rental of TEN CENTS (10c) PER ANNUM in respect of the land, such rental to be payable in advance at the office of the Town Treasurer.
- 3) This lease shall be subject in all respects to the provisions of the Cape Municipal Ordinance No. 19/1951, section 220.
- 4) This lease shall be subject to all servitudes and conditions, if any, binding on the Council in respect of the land hereby leased.
- 5) The said land and such buildings and other structures as may be erected in accordance with the provisions of this agreement shall be used only for the purposes stated.

- 6) The LESSEE shall not assign its rights under this agreement nor shall it sublet the land in whole or in part, except with the prior written consent of the LESSOR given under the hand of the Town Clerk and provided the Administrator's consent is obtained thereto.
- 7) The LESSEE shall not erect or cause or permit to be erected any building and/or structures on the land without the prior written consent of the LESSOR, given under the hand of the Town Clerk, nor shall the LESSEE make any substantial variations or alterations on the land without the prior written consent of the LESSOR given under the hand of the Town Clerk.
- 8) Access to the land by the LESSEE or persons using the same with its authority shall be had by means only of such roads or approaches or at such other points as may be agreed in writing between the LESSOR and the LESSEE.
- 9) The LESSEE shall not use or cause or permit to be used any fence, building and/or structure which may hereafter be erected on the land for the display of advertisements of any description whatsoever.
- 10) No trees growing on the land shall be cut down or interfered with without the prior written consent of the LESSOR given under the hand of the Town Clerk.
- 11) The LESSEE shall be responsible at all times for the maintenance of good order, behaviour and government on the land and within any buildings and/or structures thereon and shall not allow the same to be frequented by persons of ill repute or bad character.
- 12) The LESSEE shall not remove or cause or permit to be removed from the land any soil, clay, gravel, sand or other matter upon or below the surface of the land without the prior written consent

   of .. 

of the LESSOR given under the hand of the Town Clerk.

- 13) The LESSEE agrees at all times to keep and maintain the land and all the buildings, fences and structures thereon in good and effective order and condition and shall keep the same open and available for play in good and playable order.
- 14) The LESSOR may at all convenient times through its officers and servants enter upon the land or any buildings or structures erected thereon and inspect the same, and make an inventory of all defects or matters calling for repair found thereon or therein for which the LESSEE is responsible as herein provided and within fourteen (14) days of the receipt of a notice in writing from the Town Clerk calling upon it so to do, the LESSEE shall make good any defects or matters requiring repair as aforesaid and if the LESSEE shall fail so to do the LESSOR may enter upon the land, buildings and structures aforesaid and remedy such defects or make and effect the repairs aforesaid and recover the cost from the LESSEE.
- 15) The LESSOR reserves the right of free access, without notice, to the land hereby leased for as many of its officers and servants as may be necessary for the purpose of inspection, maintenance, renewal, cleansing, repairs and reconstruction of, or in connection with existing foul sewers, raising mains, stormwater drains, water mains, electric cables, or any works appurtenant thereto, or in regard to any such or other Municipal services which the LESSOR may in future lay in or across the land, the LESSOR reserving to itself the right to establish such services without notice. The LESSEE shall not build over, alter or in any manner disturb such services except under the express permission in writing by the Municipal Engineer or his executive officer in respect of the services concerned, and upon due compliance with any specified precautionary measures. Should work involving maintenance, cleaning, construction, reconstruction or repair become necessary
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at any time the LESSOR shall, in performing such work, cause as little inconvenience as possible to the LESSEE, regard being had to the nature of work performed and the LESSOR shall reinstate as nearly as reasonably possible in its original condition the surface of any ground disturbed, provided that the LESSOR shall not be liable for any damage whatsoever which may be sustained by the LESSEE or any other person or body of persons as a result of the performance by the LESSOR of the work aforesaid.

- 16) In the event of the LESSEE dissolving or ceasing to exist at any time within the period aforesaid this lease shall become null and void. In this event or at the expiration of this lease the land, buildings and structures, and any improvements effected thereto or thereon by the LESSEE shall revert to and vest in the LESSOR without payment of any compensation whatsoever.
- 17) The LESSEE undertakes for the currency of this lease to insure and keep insured against damage or loss by fire the buildings and structures to be erected upon the land in terms of this lease for such sum or sums as the LESSOR may from time to time require, and the LESSEE shall cede such Policies of Insurance to the LESSOR, and forward the annual renewal receipts to the Town Treasurer, Municipal Office, Knysna, on or before due date each year.
- 18) The LESSEE hereby covenants with the LESSOR that the LESSEE will pay the rent as hereinbefore mentioned and agrees also faithfully to observe and fulfil such and all the conditions of this lease, and in the event of the rental not being paid within thirty days from the date when the same becomes due and payable, or the said land, fence, buildings and structures aforesaid not being kept and maintained in an efficient state of repair and in good structural condition, or in the event of any or all of the conditions of this lease not being duly observed and fulfilled in accordance with the true intent and meaning thereof, the LESSOR shall be entitled to

cancel and annul this lease and to re-enter upon and resume possession of the land, fence, buildings and structures aforesaid and any other improvements effected thereto or thereon without prejudice to the right of recovery of any rent due, and to recover from the LESSEE such amount in respect of loss or damage as the LESSOR may have sustained or expenses which may be entailed upon the LESSOR by reason of the failure of the LESSEE to observe and fulfil the conditions of this lease.

- 19) The LESSEE shall at the expiration of this lease restore and deliver up to the LESSOR the said land, buildings, structures and improvements thereon in a condition satisfactory to the LESSOR.
- 20) The LESSEE undertakes that it will for the purpose of lighting the buildings and ground, take the supply of electric energy from the Council's supply mains, and will take the water required for such buildings and grounds from the Council's service mains through meter.
- 21) The LESSEE hereby agrees to indemnify and keep the LESSOR indemnified against all action, proceedings, claims, demands, costs, damages and expenses which may be levied, brought or made against the LESSOR or which the LESSOR may pay, sustain or incur by reason of any negligent act on the part of the LESSEE its employees or persons acting under its control or its members, done upon the land and giving rise to injury or damage to persons or property upon the land or in or at any other place whatsoever.
- 22) The LESSEE hereby appoints irrevocably for all purposes of and in connection with this lease the Bowling Club House erected on the adjacent land to be the "domicilium citandi et executandi" of the LESSEE, and service of any notice or any process thereat addressed to the LESSEE, shall be deemed to have been sufficiently served upon the LESSEE. Any legal proceedings against the LESSEE may at the option of the LESSOR be brought and conducted in the Court of the Magistrate at Knysna and assent to any increased jurisdiction required

for that purpose is hereby given by the LESSEE. For the purpose of any legal proceedings against or in relation to the LESSEE the Chairman and Secretary for the time being shall be deemed to be in all respects the authorised legal representative thereof and may be cited and sued accordingly and the LESSEE shall be bound by all proceedings instituted against them as its representatives, its agents, servants or licencees.

- 23) Notwithstanding anything in this agreement contained the LESSOR may resume possession of the whole or any portion of the land at any time on giving three months' notice in writing to that effect should it be required for any Municipal or Government purposes and may cancel or amend the lease accordingly. In either event the LESSOR may pay to the LESSEE, after quiet possession of the land has been given to the LESSOR, compensation for improvements made on the land by the LESSEE. Provided that if portion only of the land be resumed and it is of such an extent that the remainder is not in the opinion of the LESSEE of sufficient size for the purpose which the land is leased, the LESSEE shall have the option of cancelling the lease and claiming compensation in respect of improvements made on the remaining land. Compensation in terms of this clause shall be payable only for improvements made by the LESSEE out of its own funds and for improvements made out of funds provided by the LESSOR, and only for improvements actually existing at the time the lease is cancelled or amended. The LESSOR reserves the right in its absolute discretion to decide for what improvements it shall pay compensation in terms of this clause, and no compensation shall in any event be payable unless the LESSEE shall have deposited with the LESSOR within one month of the completion of such improvements a certified statement showing the actual capital cost thereof. The LESSOR shall be entitled, if it wishes, to inspect the LESSEE'S books of account in order to verify the said statement. Compensation in terms of this clause, if paid, shall be calculated according/...

according to the following formula:-

$$\frac{CX}{Y}$$

Where C equals the capital cost of the improvements, X equals the number of calendar months between termination in terms of this section and the expiration of the leased period referred to in Clause 1 hereof, and Y equals the number of calendar months between the date of completion of the improvements and the expiration of the leased period referred to in Clause 1 hereof.

- 24) The LESSOR shall have the right at any time, through the Town Treasurer or his nominee, to have access to the books, accounts, records, etc., kept by the LESSEE, and the LESSEE shall submit financial statements annually to the Town Treasurer, Municipal Office, Knysna.
- 25) The costs of and incidental to the preparation, execution and stamping of this lease, the advertising thereof and the plan thereto annexed shall be paid by the LESSEE. Any rates and charges payable in respect of the land and buildings in accordance with any Act, Ordinance or Regulation shall be paid by the LESSEE.

IN WITNESS WHEREOF the parties have hereto set their hands at KNYSNA, Cape Province, on this the 3rd day of January, 1964, in the presence of the subscribed witnesses.

AS WITNESSES:

1. [Signature]

2. [Signature]

LESSORS:

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AS WITNESSES:

1. [Signature]

2. [Signature]

LESSEES:

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1. [Signature]

2. [Signature]

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Collab Ref:
File Ref: 211 KNY
M MAUGHAN-BROWN

044 302 6300
Tel: (044) 302-1605
Fax: (044) 302-1631

TOWN PLANNING AND BUILDING CONTROL DEPARTMENT

ZONING CERTIFICATE

TO WHOM IT MAY CONCERN

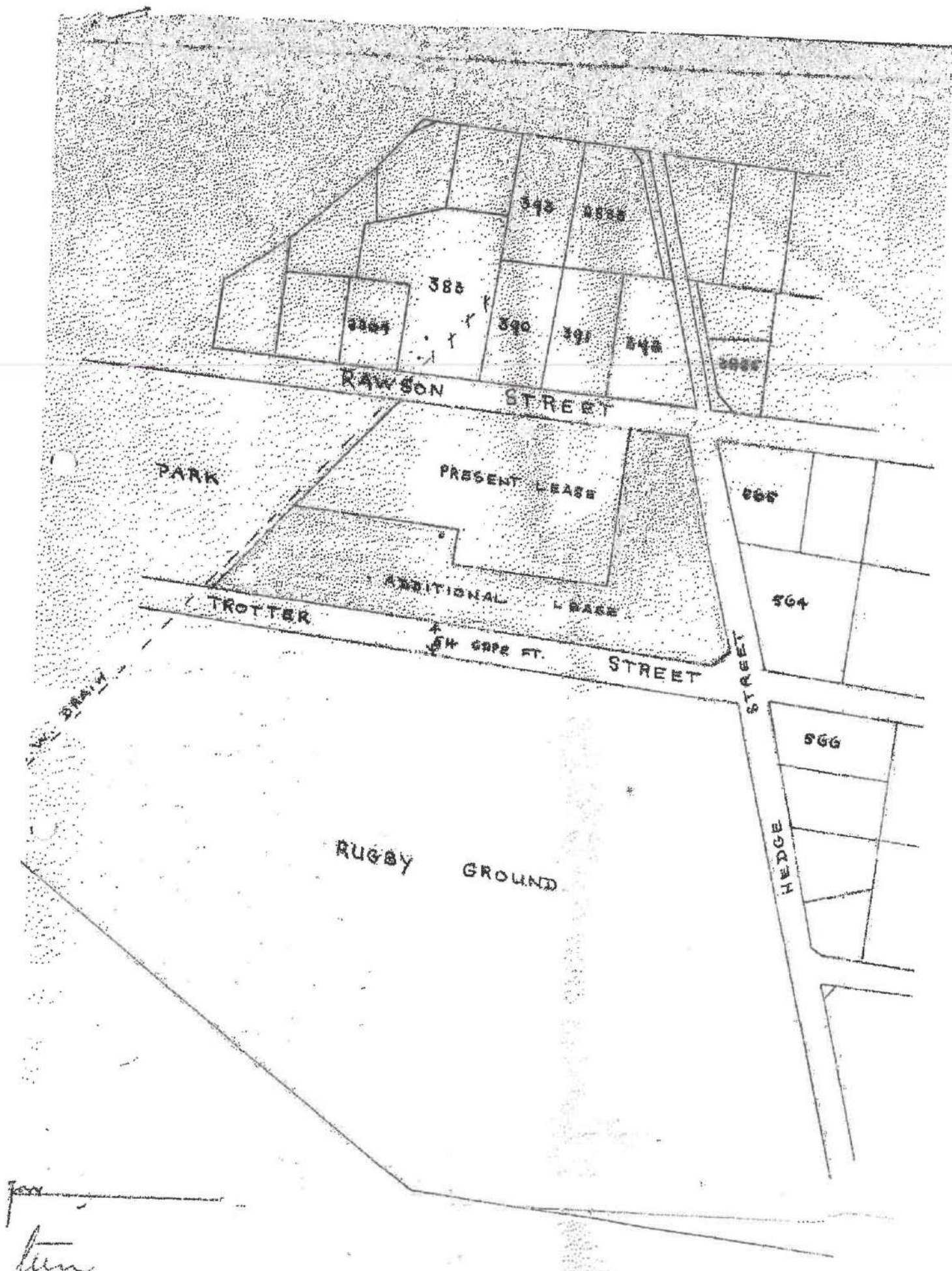
ERF 211, KNYSNA (Corner of Rawson and Hedge Street)

It is hereby confirmed that the above property is zoned "**Private Open Space Zone**" in terms of the Knysna Zoning Scheme Regulations (1992), and is subject to the conditions applicable to it.

DATE OF ISSUE: 25 March 2013


L. WARING
MUNICIPAL MANAGER
/smq

Please address all correspondence to the Municipal Manager and quote the above reference
P O Box 21 • Knysna • 6570 • Tel: 044 302 6300 • Fax: 044 302 6333 • E-mail: knysna@knysna.gov.za



(S) 2 (6)

AGREEMENT OF LEASE made and entered into between

THE COUNCIL OF THE MUNICIPALITY OF KNYSNA

(hereinafter called the LESSOR), of the one part,

and

THE KNYSNA BOWLING CLUB

(hereinafter called the LESSEE), of the other part.

WHEREAS the LESSEE has applied to the LESSOR for the lease of the area of ground (hereinafter referred to as "the land") shown on the Plan prepared by the Municipal Engineer dated ^{24th} July 1968, for a period of twelve years and nine months for the purpose of an additional Bowling Green.

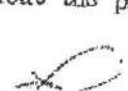
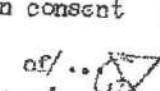
AND WHEREAS the LESSOR has agreed to lease to the LESSEE the said land.

NOW THEREFORE THESE PRESENTS WITNESS:

That the LESSOR hereby agrees to lease and the LESSEE hereby agrees to hire the land, subject to the following terms and conditions:-

- 1) This Lease shall endure for a period of twelve years and nine months reckoned from the first day of October, 1968.
- 2) The LESSEE shall pay the LESSOR a rental of TEN CENTS (10c) PER ANNUM in respect of the land, such rental to be payable in advance at the office of the Town Treasurer.
- 3) This lease shall be subject in all respects to the provisions of the Cape Municipal Ordinance No. 19/1951, section 220.
- 4) This lease shall be subject to all servitudes and conditions, if any, binding on the Council in respect of the land hereby leased.
- 5) The said land and such buildings and other structures as may be erected in accordance with the provisions of this agreement shall be used only for the purposes stated.

- 6) The LESSEE shall not assign its rights under this agreement nor shall it sublet the land in whole or in part, except with the prior written consent of the LESSOR given under the hand of the Town Clerk and provided the Administrator's consent is obtained thereto.
- 7) The LESSEE shall not erect or cause or permit to be erected any building and/or structures on the land without the prior written consent of the LESSOR, given under the hand of the Town Clerk, nor shall the LESSEE make any substantial variations or alterations on the land without the prior written consent of the LESSOR given under the hand of the Town Clerk.
- 8) Access to the land by the LESSEE or persons using the same with its authority shall be had by means only of such roads or approaches or at such other points as may be agreed in writing between the LESSOR and the LESSEE.
- 9) The LESSEE shall not use or cause or permit to be used any fence, building and/or structure which may hereafter be erected on the land for the display of advertisements of any description whatsoever.
- 10) No trees growing on the land shall be cut down or interfered with without the prior written consent of the LESSOR given under the hand of the Town Clerk.
- 11) The LESSEE shall be responsible at all times for the maintenance of good order, behaviour and government on the land and within any buildings and/or structures thereon and shall not allow the same to be frequented by persons of ill repute or bad character.
- 12) The LESSEE shall not remove or cause or permit to be removed from the land any soil, clay, gravel, sand or other matter upon or below the surface of the land without the prior written consent

  of  

of the LESSOR given under the hand of the Town Clerk.

- 13) The LESSEE agrees at all times to keep and maintain the land and all the buildings, fences and structures thereon in good and effective order and condition and shall keep the same open and available for play in good and playable order.
- 14) The LESSOR may at all convenient times through its officers and servants enter upon the land or any buildings or structures erected thereon and inspect the same, and make an inventory of all defects or matters calling for repair found thereon or therein for which the LESSEE is responsible as herein provided and within fourteen (14) days of the receipt of a notice in writing from the Town Clerk calling upon it so to do, the LESSEE shall make good any defects or matters requiring repair as aforesaid and if the LESSEE shall fail so to do the LESSOR may enter upon the land, buildings and structures aforesaid and remedy such defects or make and effect the repairs aforesaid and recover the cost from the LESSEE.
- 15) The LESSOR reserves the right of free access, without notice, to the land hereby leased for as many of its officers and servants as may be necessary for the purpose of inspection, maintenance, renewal, cleansing, repairs and reconstruction of, or in connection with existing foul sewers, raising mains, stormwater drains, water mains, electric cables, or any works appurtenant thereto, or in regard to any such or other Municipal services which the LESSOR may in future lay in or across the land, the LESSOR reserving to itself the right to establish such services without notice. The LESSEE shall not build over, alter or in any manner disturb such services except under the express permission in writing by the Municipal Engineer or his executive officer in respect of the services concerned, and upon due compliance with any specified precautionary measures. Should work involving maintenance, cleaning, construction, reconstruction or repair become necessary

at any time the LESSOR shall, in performing such work, cause as little inconvenience as possible to the LESSEE, regard being had to the nature of work performed and the LESSOR shall reinstate as nearly as reasonably possible in its original condition the surface of any ground disturbed, provided that the LESSOR shall not be liable for any damage whatsoever which may be sustained by the LESSEE or any other person or body of persons as a result of the performance by the LESSOR of the work aforesaid.

- 16) In the event of the LESSEE dissolving or ceasing to exist at any time within the period aforesaid this lease shall become null and void. In this event or at the expiration of this lease the land, buildings and structures, and any improvements effected thereto or thereon by the LESSEE shall revert to and vest in the LESSOR without payment of any compensation whatsoever.
- 17) The LESSEE undertakes for the currency of this lease to insure and keep insured against damage or loss by fire the buildings and structures to be erected upon the land in terms of this lease for such sum or sums as the LESSOR may from time to time require, and the LESSEE shall cede such Policies of Insurance to the LESSOR, and forward the annual renewal receipts to the Town Treasurer, Municipal Office, Knyasa, on or before due date each year.
- 18) The LESSEE hereby covenants with the LESSOR that the LESSEE will pay the rent as hereinbefore mentioned and agree also faithfully to observe and fulfil such and all the conditions of this lease, and in the event of the rental not being paid within thirty days from the date when the same becomes due and payable, or the said land, fence, buildings and structures aforesaid not being kept and maintained in an efficient state of repair and in good structural condition, or in the event of any or all of the conditions of this lease not being duly observed and fulfilled in accordance with the true intent and meaning thereof, the LESSOR shall be entitled to

cancel and annul this lease and to re-enter upon and resume possession of the land, fence, buildings and structures aforesaid and any other improvements effected thereto or thereon without prejudice to the right of recovery of any rent due, and to recover from the LESSEE such amount in respect of loss or damage as the LESSOR may have sustained or expenses which may be entailed upon the LESSOR by reason of the failure of the LESSEE to observe and fulfil the conditions of this lease.

- 19) The LESSEE shall at the expiration of this lease restore and deliver up to the LESSOR the said land, buildings, structures and improvements thereon in a condition satisfactory to the LESSOR.
- 20) The LESSEE undertakes that it will for the purpose of lighting the buildings and ground, take the supply of electric energy from the Council's supply mains, and will take the water required for such buildings and grounds from the Council's service mains through meter.
- 21) The LESSEE hereby agrees to indemnify and keep the LESSOR indemnified against all action, proceedings, claims, demands, costs, damages and expenses which may be levied, brought or made against the LESSOR or which the LESSOR may pay, sustain or incur by reason of any negligent act on the part of the LESSEE its employees or persons acting under its control or its members, done upon the land and giving rise to injury or damage to persons or property upon the land or in or at any other place whatsoever.
- 22) The LESSEE hereby appoints irrevocably for all purposes of and in connection with this Lease the Bowling Club House erected on the adjacent land to be the "domicilium citandi et executandi" of the LESSEE, and service of any notice or any process thereon addressed to the LESSEE, shall be deemed to have been sufficiently served upon the LESSEE. Any legal proceedings against the LESSEE may at the option of the LESSOR be brought and conducted in the Court of the Magistrate at Kaysma and assent to any increased jurisdiction required

for that purpose is hereby given by the LESSEE. For the purpose of any legal proceedings against or in relation to the LESSEE the Chairman and Secretary for the time being shall be deemed to be in all respects the authorised legal representative thereof and may be cited and sued accordingly and the LESSEE shall be bound by all proceedings instituted against them as its representatives, its agents, servants or licencees.

- 23) Notwithstanding anything in this agreement contained the LESSOR may resume possession of the whole or any portion of the land at any time on giving three months' notice in writing to that effect should it be required for any Municipal or Government purposes and may cancel or amend the lease accordingly. In either event the LESSOR may pay to the LESSEE, after quiet possession of the land has been given to the LESSOR, compensation for improvements made on the land by the LESSEE. Provided that if portion only of the land be resumed and it is of such an extent that the remainder is not in the opinion of the LESSEE of sufficient size for the purpose which the land is leased, the LESSEE shall have the option of cancelling the lease and claiming compensation in respect of improvements made on the remaining land. Compensation in terms of this clause shall be payable only for improvements made by the LESSEE out of its own funds and for improvements made out of funds provided by the LESSOR, and only for improvements actually existing at the time the lease is cancelled or amended. The LESSOR reserves the right in its absolute discretion to decide for what improvements it shall pay compensation in terms of this clause, and no compensation shall in any event be payable unless the LESSEE shall have deposited with the LESSOR within one month of the completion of such improvements a certified statement showing the actual capital cost thereof. The LESSOR shall be entitled, if it wishes, to inspect the LESSEE'S books of account in order to verify the said statement. Compensation in terms of this clause, if paid, shall be calculated according/...

according to the following formula:-

$$\frac{CX}{Y}$$

Where C equals the capital cost of the improvements, X equals the number of calendar months between termination in terms of this section and the expiration of the leased period referred to in Clause 1 hereof, and Y equals the number of calendar months between the date of completion of the improvements and the expiration of the leased period referred to in Clause 1 hereof.

- 24) The LESSOR shall have the right at any time, through the Town Treasurer or his nominee, to have access to the books, accounts, records, etc., kept by the LESSEE, and the LESSEE shall submit financial statements annually to the Town Treasurer, Municipal Office, Knysna.
- 25) The costs of and incidental to the preparation, execution and stamping of this lease, the advertising thereof and the plan thereto annexed shall be paid by the LESSEE. Any rates and charges payable in respect of the land and buildings in accordance with any Act, Ordinance or Regulation shall be paid by the LESSEE.

IN WITNESS WHEREOF the parties have hereto set their hands at KNYRNA, Cape Province, on this the 3rd day of January, 1969, in the presence of the subscribed witnesses.

AS WITNESSES:

1. *[Signature]*
2. *[Signature]*

LESSORS:

[Signature]
MAYOR.
[Signature]
TOWN-CLERK.

AND AT KNYRNA, aforesaid, on this 18th day of December, 1968, in the presence of the subscribed witnesses.

AS WITNESSES:

1. *[Signature]*
2. *[Signature]*

LESSEES:

[Signature]
PRESIDENT, THE KNYRNA BOWLING CLUB.
[Signature]

7.13

F&G13/05/26 APPLICATION TO PURCHASE A PORTION OF ERF 214, KNYSNA – THAMI DUNA**REPORT FROM THE DIRECTOR: CORPORATE SERVICES****PURPOSE OF THE REPORT**

To request the Municipal Council to consider the alienation of a portion of Erf 214, Knysna, to Mr. Thami Duna, in terms of the Asset Transfer Regulations, 2008, and the Management of Immovable Property Policy.

PROPERTY DESCRIPTION:

ERF DESCRIPTION	
Erf Number	Portion of RE/214, Knysna
Area	Knysna
Street Address	Sisulu Street
Ward	4
Ownership	Knysna Municipality
Zoning	Undetermined Use Zone I
Usage	Illegal building
Valuation Roll	Not on the Valuation Roll
Current Income	R 0.00
Title Deed Number	T113/1890

**BACKGROUND/ DETAILS OF APPLICATION**

The Properties Department received an application to lease a portion of Erf 214, Knysna for a period of 10 years. (See attached application marked as **Annexure A**).

The property in question, a portion of Erf 214, Knysna is situated in Sisulu Street in White Location (see attached GIS Map marked as **Annexure B**). The property is registered in the name of the Municipality.

Although as per the application, the application is for “parking” it should be noted that the applicant already built over the portion applied for. The property is being used for an Tshinyama. The applicant applied to buy the corner of the property but as can be seen he built over the land sold to him. It would be superfluous to consider a lease application for permanent structures. An application for alienation is therefore being considered.

It should be noted that there is no approvals for the building, the zoning is still not sorted out and the portion already sold to the applicant is still registered in the name of the Municipality.

CURRENT ZONING

The portion of Erf 214, Knysna is currently zoned as 'Undetermined Zone' as per the Knysna Municipality zoning scheme by-law (2020).

CURRENT USAGE OF PROPERTY (VIALE OR NON VIALE MUNICIPAL LAND)

The subject property is currently used by the applicant and is classified as viable municipal property. In terms of the Knysna Management of Immovable Property Policy viable property is defined as: *"Property that can be developed and function as a separate entity capable of registration by the Registrar of Deeds."*

CURRENT VALUE OF THE PROPERTY AS PER GENERAL VALUATION ROLL

The subject property is currently not on the General Valuation Roll of 2023 – 2028.

INTENDED FUTURE USAGE OF PROPERTY

The Municipality has no future intended use of the property other than the current use.

LEGISLATIVE FRAMEWORK

Section 14 of the Local Government: Municipal Finance Management Act, 2003 (Act 56 of 2003) deals with disposal of capital assets of municipalities and reads as follows:

"14. Disposal of capital assets:

- (7) A municipality may not transfer ownership as a result of a sale or other transaction or otherwise permanently dispose of a capital asset needed to provide the minimum level of basic municipal services.*
- (8) A municipality may transfer or otherwise dispose of a capital asset other than one contemplated in subsection (1), but only after the municipal council, in a meeting open to the public –*
 - (e) has decided on reasonable grounds that the asset is not needed to provide the minimum level of basic municipal services; and*
 - (f) has considered the fair market value of the asset and the economic and community value to be received in exchange for the asset.*
- (9) A decision by a municipal council that a specific capital asset is not needed to provide the minimum level of basic municipal services, may not be reversed by the municipality after that asset has been sold, transferred or otherwise disposed of.*
- (10) A municipal council may delegate to the accounting officer of the municipality its power to make the determinations referred to in subsection 2(a) and (b) in respect of movable capital assets below a value determined by the council.*
- (11) Any transfer of ownership of a capital asset in terms of subsection (2) or (4) must be fair, equitable, transparent, competitive and consistent with the supply chain management policy which the municipality must have and maintain in terms of section 111..."*

Our Infrastructure Services would need to confirm whether the portion of Erf 214, Knysna, is deemed not needed to provide the minimum level of basic services. It should be noted that the property is already being used by the applicant. There is no municipal services shown on the municipal GIS.

The application to purchase a portion of Erf 214, Knysna is being brought before the Municipal Council to determine the process to dispose of the property in question and to make sure the process is consistent with the Supply Chain Management Policy of the Municipality.

The Knysna Municipality Supply Chain Management Policy states the following with regards to "Disposal Management";

"39. Disposal management

- (7) *The criteria for the disposal or letting of assets, including unserviceable, redundant or obsolete assets will be subject to Sections 14 of the Act, and asset transfer regulations;*
- (8) *Assets may be disposed of by –*
 - (ix) *transferring the asset to another organ of state in terms of a provision of the Act enabling the transfer of assets;*
 - (x) *transferring the asset to another organ of state at market related value or, when appropriate, free of charge;*
 - (xi) *selling the asset; or*
 - (xii) *destroying the asset*
- (9) *The Accounting Officer must ensure that –*
 - (t) *immovable property is sold only at market related prices except when the public interest or the plight of the poor demands otherwise;*
 - (u) *movable assets are sold either by way of written price quotations, a competitive bidding process, auction or at market related prices, whichever is the most advantageous;*
 - (v) *firearms are not sold or donated to any person or institution within or outside the Republic unless approved by the National Conventional Arms Control Committee;*
 - (w) *immovable property is let at market related rates except when the public interest or the plight of the poor demands otherwise;*
 - (x) *all fees, charges, rates, tariffs, scales of fees or other charges relating to the letting of immovable property are reviewed annually;*
 - (y) *where assets are traded in for other assets, the highest possible trade-in price is negotiated; and*
 - (z) *in the case of the free disposal of computer equipment, the provincial department of education is first approached to indicate within 30 days whether any of the local schools are interested in the equipment."*

Should the Municipal Council confirms that the portion of Erf 214, Knysna may be disposed, the property must be sold at a market value determined by a professional valuer.

All costs related to the sale of the portion of Erf 214, Knysna will be borne by the purchaser.

Section 5 of the Local Government: Municipal Finance Management Act, 2003 (Act 56 of 2003): Municipal Asset Transfer Regulations deals with the decision-making process for municipalities when alienating Municipal owned property:

"5. (1) A municipality may transfer or dispose of a non-exempted capital asset only after –

- [c] the accounting officer has in terms of regulation 6 conducted a public participation process to facilitate the determinations a municipal council must make in terms of section 14(2)(a) and (b) of the Act; and*
- [d] the municipal council –*
 - (i) has made the determinations required by section 14(2)(a) and (b); and*
 - (ii) has a consequence of those determinations approved in principle that the capital asset may be transferred or disposed of.*

(2) Subregulation (1)(a) must be complied with only if the capital asset proposed to be transferred or disposed of is a high value capital asset. If the combined value of any capital assets a municipality intends to transfer or dispose of in any financial year exceeds five per cent of the total value its assets, as determined from its latest available audited annual financial statements, subregulation (1)(a) must be complied with in relation to all the capital assets proposed to be transferred or disposed of during that year."

The Municipal Asset Transfer Regulations define "**high value**" as, "*in relation to a capital asset of a municipality or municipal entity, means that the fair market value of the capital asset exceeds any of the following amounts:*

- (c) R50 million;*
- (d) One per cent of the total value of the capital assets of the municipality or municipal entity, as determined from the latest available audited annual financial statements of the municipality or entity; or*

An amount determined by resolution of the council of the municipality or of the parent municipality of the municipal entity which is less than (a) or (b)."

Erf 214, Knysna is not on the Municipal Valuation Roll but it is not deemed a "high value" capital asset.

As per regulation 7 of the Asset Transfer Regulations the following should be taken into account:

- (m) It is not fore seen that the Municipality would require the portion of Erf 214, Knysna for the Municipality's own use at a later date;
- (n) There would be no expected losses only gains as the property should be disposed of at a price not lower than market related;
- (o) The compensation of not lower than market related value to be received by the Municipality will result in a significant financial benefit to the municipality and increased rates and taxes.
- (p) There would be no risks for the Municipality after the portion of Erf 214, Knysna is alienated as the new owner will carry all the risks;
- (q) The alienation of the property would have no significant effect on the credit rating of the municipality, its ability to raise long-term or short-term borrowings in the future and its financial position and cash flow;
- (r) No consequences for the Municipality in alienating of a portion of Erf 214, Knysna because of limitations or conditions attached to the capital asset;
- (s) It is anticipated that the portion of Erf 214, Knysna will be alienated at a market value determined by a Registered Professional Valuer;
- (t) There is no liabilities or reserve funds associated with the portion of Erf 214, Knysna;
- (u) Not necessary to conduct public participation process as the property is not a High Value property. However, the intended alienation will be advertised for public comments and/or objections or other interested persons;

- (v) Not necessary to conduct public participation process as the property is not a High Value property. No written views and recommendations needed from the National or Provincial Treasury;
- (w) Not necessary to conduct public participation process as the property is not a High Value property. No interests of any affected organ of state and interests of the local community requested. However, the intended alienation will be advertised for public comments and/or objections; and
- (x) The request for the application of a portion of Erf 214, Knysna is being tabled before the Municipal Council to comply with all relevant legislation and policies applicable to the transferring of Municipal owned capital.

The Municipality's Management of Immovable Property Policy allows for a property transaction may be approved without any competitive process having been followed, including in response to an unsolicited application, on the basis that no purposes would be served by a competitive process.

As previously indicated, the applicant is the owner of the property adjacent to the property in question.

PUBLIC PARTICIPATION PROCESS

The intended alienation of the portion of Erf 214, Knysna will be advertised for public comments.

FINANCIAL IMPLICATIONS

This Municipal property must be alienated at a market related price as determined by the Registered Professional Valuer. All other cost should be covered by the applicant, as stated in the application.

RELEVANT LEGISLATION

Local Government: Municipal Finance Management Act, 2003

Local Government: Municipal Finance Management Act (56/2003): Municipal Asset Transfer Regulations

Management of Immovable Property Policy

Knysna Municipality Supply Chain Management Policy

COMMENTS FROM OTHER MUNICIPAL DEPARTMENTS

Manager: Land Use Management

Numerous complaints have been received from the public on the unlawful use of this portion of municipal land. The matter was investigated and it was found that the portion of municipal land is unlawfully used as a place of entertainment. A non-compliance notice has been served on Knysna Municipality. The Remainder of Erf 214, Knysna, is a large track of municipal land with a variety of split zonings with the portion of municipal land in question being zoned "Undetermined". The proposed alienation of the portion of land is not supported due to the unlawful land use and the associated negative impacts it has on the community.

Manager: Environmental Management

The proposed site caught my attention during an inspection conducted last week, which was undertaken to assess a potential erosion issue adjacent to the property.

My primary concern relates to the stability of the site, particularly considering the identified erosion risk. There is also a potential liability consideration, as a future property owner may seek to hold the municipality accountable for any damage that could arise should these conditions worsen.

In view of the above, the application is not supported, and it is proposed that the applicant restores Council owned land to its original condition.

RECOMMENDATION OF THE DIRECTOR CORPORATE SERVICES

- [a] That the report and annexure's regarding the alienation of a portion of Erf 214, Knysna, be noted;
- [b] That the comments received by Planning & Development, be noted;
- [c] That the application for a portion of Erf 214, Knysna as applied for by Mr. Thami Duna is not approved; and
- [d] That Mr. Thami Duna be instructed to restore the portion of Erf 214, Knysna to its original condition by demolishing any built structure thereon.

APPENDIX / ADDENDUM

ANNEXURE A – APPLICATION FROM MR. THAMI DUNA

ANNEXURE B – GIS MAP OF THE PORTION OF ERF 214, KNYSNA

File Number: 7/2/1/2

Execution: Acting Municipal Manager
Director: Corporate Services



Colab No.:

File No.: 7/2/2/1



Knysna

Municipality || Munisipaliteit || uMasipala

inclusive || innovative || inspired

APPLICATION TO LEASE OR PURCHASE MUNICIPAL PROPERTY:

Name of Applicant : THAMI JOHNSON DUNA
Residential Address : 45 SISULU STREET
WHITE LOCATION
KNYSNA
Erf Number : _____
Telephone/Cell No : 073 198 500
Email address : charll@gbs.co.za

☐ To buy property

☒ To lease property for a period of 10 YEARS

☐ To lease by means of encroachment

Description of municipal owned property Open Space

(Portion of Erf 2.14).

Size of property to be considered (300 m²).

Zoning of Property Open Space Zone 1

Intended Use of Property PARKING



S Nel
S Guzana
Z Stevens
Noxy

www.knysna.gov.za

Reason/Motivation for application:

I currently hold a deed of sale for a portion of Erf 214 Knysna in respect of 280 (Two HUNDRED AND EIGHTY) SQUARE meters. This property was purchased by myself for the intended business, however during my trading I have noticed that my clients have increased and parking has become a problem especially secure parking. It's for this reason that I'm applying to the municipality to lease an additional 300 sqm for the purpose of secure parking for my clients. I undertake to maintain and keep the additional space neat and tidy at all times. I have attached the above mentioned Deed of Sale for ease of reference.

Support/Objections/Comments of Neighbours and/or Residents Associations to the property that is being applied for (only registered property owners may comment)

Erf No. 214.....

Address 04 Sisulu street.....

Name and Signature T. Samson Tantjes.....

Contact Details 0673926700-Atb.....



Approved



Disapproved

Comments

.....

.....

.....

.....

Erf No. 214.....

Address 12 Sisulu STR.....

Name and Signature Gibuso Kwinana.....

Contact Details 0609987138.....



Approved



Disapproved

Comments

.....

.....

.....

.....

The following documents must be attached to the application:

- Any additional motivation or comments
- Sketch plan that indicates the property that is being applied for.
- Copy of identity document of the applicant.
- If the applicant is a non-profit or non-governmental organization, NPO or NGO registration certificate must be attached.
- If the applicant is a registered business, the company/trust/close corporation must submit the relevant registration documents with the application and disclose the particulars of the Directors or Trustees.

Please note:

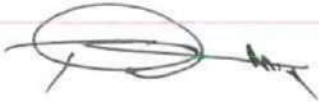
- Incomplete applications will not be considered.
- A non-refundable application fee is payable on submission; proof of payment must be attached to the application form.
- Application to lease property will be finalized between 4 - 6 months after the date on which the complete application was received subject to no objections being received.
- Applications to purchase property will be finalized between 6 - 12 months after the date on which the complete application was received subject to no objections being received.
- In the event that a person purchases property from the Municipality, he will be responsible for some or all of the following costs depending on the specific transaction, namely: Sub division costs, advertisement costs, land use costs, road closure costs, consolidation costs, surveyor costs, transfer costs, valuation costs, and connection costs to Municipal services.
- In the event that a person leases property from the Municipality, he will be responsible for the advertisement costs, valuation costs (in some cases) and monthly Municipal service costs.
- I hereby give permission and consent that my name, surname and personal information contained in this application form, may be presented to Council and made available to interested and affected parties for the purpose of this application.

TARRIFF FOR THE 2022/2023 FINANCIAL YEAR

Kindly note the **non-refundable application fee** is payable on submission. An incomplete application form or form with missing supporting documentation will not be processed

1.	Alienation and leasing of Municipal Land		
2.	Application Fee to lease/Purchase Municipal Property	per application	R277,99
3.	Advertising Fee	per application	R555,97

	Encroachment on municipal land		
4.	Encroachment of 0m ² - 50m ² over the property boundary	Per annum	R1 715,12
5.	Encroachment of 50m ² > over the property boundary	Per annum	R3 430,23



Signature of Applicant

Date: 24 October 2024

For Official use

COLLAB NUMBER OF APPLICATION:.....

DATE ITEM SERVED BEFORE COUNCIL:.....

DATE ADVERTISEMENT WAS PLACED IN THE NEWSPAPER:.....

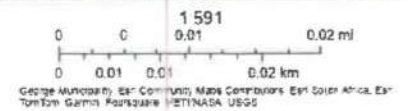
DATE ON WHICH THE AGREEMENT WAS SIGNED:.....

COLLAB NUMBERS OF CORRESPONDENCE WITH APPLICANT IN REGARDS TO THIS APPLICATION:.....

Please insert Map Title



16/09/2024, 11:33:39





1. DEFINITIONS AND INTERPRETATION

1.1 In this agreement the following words and phrases shall have the meanings assigned to them, unless the context indicates or requires otherwise:

1.1.1 "Seller" means the **Knysna Municipality**, a local municipality (as defined in Section 1 and constituted in terms of Section 12 of the Local Government Municipal Structures Act (Act 117 of 1998) as read with P.N 504/2000, herein represented by Louis A. Scheepers, ID No. 700918 5263 04 8 in his capacity as Acting Municipal Manager, he being duly authorised.

1.1.2 "Purchaser" means **Thami Johnson Duna**, with Identity number 600202 5746 08 2.

1.1.3 "Property" means

A portion of Erf 214, KNYSNA IN THE MUNICIPALITY AND DIVISION OF KNYSNA WESTERN CAPE PROVINCE IN EXTENT TWO HUNDRED AND EIGHTY (280) SQUARE METRES DEPICITED ON ANNEXURE A.

1.1.4 "The purchase price" means the sum of **R 30 000.00** (Thirty Thousand Rand) (VAT EXCLUSIVE).

1.1.5 "The date of occupation" means the date upon which the Purchaser takes lawful occupation of the property.

Page | 1  


- 1.1.6 "The date of possession" means the date upon which the property is registered in the name of the purchaser.
- 1.1.7 "The seller's address" means:
- 1.1.7.1 For postal purposes:
P.O Box 21, Knysna, 6570
- 1.1.7.2 For communications by:
Telephone: (044)302 6300.
- 1.1.7.3 For other purposes:
Facsimile: (044) 302 6333
- 1.1.8 "The purchaser's address" means:
- 1.1.8.1 For postal purposes:
45 Sisulu Street
White Location
KNYSNA
6570
- 1.1.8.2 For other purposes:
Cell: 073 198 5000
Email: Thami702duna@gmail.com
- 1.1.9 "The conveyancers" mean the Seller's conveyancers as appointed from time to time.
- 1.2 Words importing the masculine gender shall include the feminine and the neuter and words importing the singular shall include the plural and vice versa.
- 1.3 The headings to the clauses of this agreement are for convenience only and do not amplify or modify the meaning or assist in the interpretation of the clauses to which they relate.

2. SALE

The seller hereby sells to the purchaser who hereby purchases, the property for the purchase price and upon the terms and conditions herein stated.

1.8
Page | 2
T. J. de A

3. **FIXTURES**

The property is sold with all fixtures of a permanent nature (which the seller warrants are his exclusive property and fully paid for) including garden trees, shrubs and plants etc.

4. **PAYMENT**

The purchaser shall pay the purchase price provided for above as follows:

4.1 Payment shall be made on the following dates:

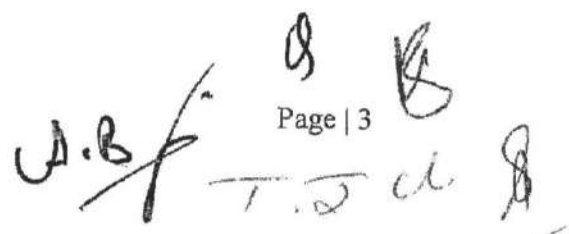
4.1.1 A sum equivalent to 25% (twenty-five percent) of the purchase price shall be paid within 7 days from the date of signature hereof into the trust account of the conveyancers.

4.1.2 The balance of the purchase price shall be paid on the date of registration of transfer into the name of the purchaser.

4.2 The conveyancers are authorized to invest that portion of the purchase price which is paid to them prior to the registration of transfer of the property by investing the same in a separate trust savings or other interest-bearing account in terms of section 78 (2A) of the Attorney's Act 53 of 1979. Upon the registration of transfer into the name of the purchaser the capital shall be paid to the seller and the interest which has accrued shall be paid to the purchaser.

4.3 The purchaser shall within 30 (THIRTY) days from the date of signature hereof by the last signatory, deliver to the attorneys a bank guarantee in a form reasonably acceptable to the seller for the payment on due date of that portion of the purchase price which is payable upon the registration of transfer into the name of the purchaser in terms of this agreement. Should the attorneys require more than one guarantee then the purchaser shall furnish such guarantees as may be reasonably required.

4.4 In the event of the purchaser failing to make payment of any amount due to the seller in terms of this agreement on due date the purchaser shall be liable to pay interest thereon at the rate of 10% per annum or at such lesser rate as may be the maximum permitted by law, whilst in mora.

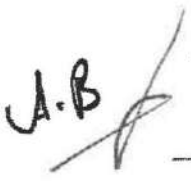
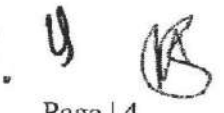
Handwritten signatures and initials, including 'A.B.f.' and 'T.D.A.', along with the text 'Page | 3'.

- 4.5 Payments due in terms hereof shall be made in cash without deduction or settle and free of bank exchange at such address within the Republic of South Africa as the seller may direct in writing.
- 4.6 The Purchaser shall not be entitled to registration of transfer in his favour until the full purchase price has been paid or secured to the Seller's satisfaction.

5 ACKNOWLEDGEMENT AND DISCLOSURE

The Purchaser acknowledges that the Purchaser:

- 5.1 Has been given sufficient time to inspect the Property, to consider all provisions of this agreement and get advice;
- 5.2 Has had sufficient opportunity to appoint professionals for purposes of inspecting the Property and assisting him in any way he requires in relation to the Property;
- 5.3 Is acquainted with the nature, extent and condition of the Property;
- 5.4 The Property is substantially in accordance with what was sold;
- 5.5 The Property may have certain latent defects of which the Seller is unaware both at the date of signature hereof and the date of transfer. The Seller cannot be held liable for any such defects which appear after transfer.
- 5.6 The Property, including all buildings and other improvements thereon, if any, is sold in accordance with the Seller's title deeds and the diagram or general plan framed in respect thereof;
- 5.7 The sale is subject to all the conditions and servitudes mentioned or referred to in current and/or prior title deeds of the property;
- 5.8 The Seller renounces all claims to any excess in the extent of the Property and will not be answerable for any deficiency in the extent of the Property, and no warranty is given in respect of boundaries;
- 5.9 The Seller shall not be responsible for indicating existing boundaries and beacons;

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5.10 The Purchaser hereby records that he had inspected the Property and is satisfied with it in all respects. The Seller or its officers, employees or agents shall not be liable for any representations, whether express or implied, in respect of the Property or the conditions hereof and the Purchaser acknowledges that no representations of whatever nature in respect of the Property or the conditions hereof have induced him to enter into this agreement.

6 GOOD FAITH

The seller warrants in favour of the purchasers that all factual circumstances relating to the property which are or which ought reasonably to be within the seller's knowledge and which would be material to a purchaser of the property have been disclosed in this agreement.

7 OCCUPATION

7.1 The purchaser shall be entitled to occupy the premises as from the date of occupation.

7.2 The purchaser shall occupy the property as from the date of occupation.

7.3 The purchaser shall not be entitled to lease the property to any person whatsoever without the prior written consent of the seller, which consent shall not be unreasonably withheld if the prospective lessee acknowledges in writing that his rights are claimed solely through or under the purchaser and are subject to all of the terms and conditions of this agreement. In the event of the purchaser leasing the property in terms hereof. Then the purchaser shall be deemed to have ipso facto ceded all claims to any rental due to the purchaser to the seller as collateral security for all of the purchaser's obligations in terms of this contract.

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- 7.4 Until the purchaser takes transfer, the purchaser undertakes to keep all improvements on the property in a good and thorough state of repair and conditions to the satisfaction of the seller, and in default of so doing, the seller shall have the right to carry out such repairs as are necessary to maintain same in a good state of repair at the cost of the purchaser and the purchaser shall refund any such amounts expended to the seller on demand. The purchaser shall not make any structural alterations or additions to any improvements upon the land without the prior written consent of the seller. Should the purchaser make any alterations or improvements to the property then, unless otherwise agreed in writing by the parties, the purchaser shall not be entitled to any refund or compensation in respect of the same in the event of this sale being cancelled.
- 7.5 The purchaser shall as from the date of occupation maintain the property and for the purpose of this agreement the word maintain "shall inter alia include trimming, cutting, and removal of vegetation, shrubs and trees". Should the purchaser be in default of doing so, the seller shall have the right to carry out the maintenance at a cost of the purchaser and the purchaser shall refund any amounts expended to the seller on demand within 7 days.

8 COSTS

- 8.1 The purchaser shall be responsible for the payment of all costs of transfer, costs for consolidation application, costs related to the street closure, costs for rezoning, conveyancing charges, transfer duty and generally all costs incidental to transfer including the cost for the appointment of a valuer to do the valuation.
- 8.2 The Purchaser shall immediately on request by the Seller or the Attorneys pay all costs of and incidental to the sale and registration of transfer, which without derogating from the generality of the foregoing, shall include transfer duty if any and conveyancing fees, survey fees, and if applicable, any penalties or interest imposed due to delays.

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8.3 Transfer shall be effected by the conveyancers as soon as reasonably possible after guarantees have been furnished and costs paid as provided for herein. Payment of the costs due in terms hereof shall be made to the conveyancers upon request even if the relevant service has not yet been rendered or the disbursement not paid by them.

8.4 If through circumstances beyond its control the Seller is unable to give transfer of the Property, the Seller will be entitled by notice to the Purchaser to cancel this agreement.

9 **RATES AND TAXES**

The Purchaser shall pay all rates, taxes and charges levied in respect of the Property from the Occupation Date, if any.

10 **VALUE-ADDED TAX**

10.1 The purchaser warrants that at the date of transfer he will/ will not (delete whichever is not applicable) be:

10.1.1 A vendor as that term is defined in Section 1 of the Act; and

10.1.2 registered as such in terms of Section 23 of the Act, it being recorded and agreed, if necessary, the purchaser shall take the necessary steps to register as a vendor as contemplated herein, and shall furnish to the seller a copy of form VAT 103 as soon as it has been issued to him, but not later than the date upon which a guarantee is to be delivered in respect of the purchase price in terms of this agreement.

10.2 The parties record and agree that:

10.2.1 ownership of the property constitutes an enterprise as that term is defined in Section 1 of the Act;

10.2.2 ownership of the property will be an income earning activity on the effective date, it being recorded that all of the assets which are necessary for the carrying on of such enterprise are hereby disposed of by the seller to the purchaser;

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10.2.3 the sale of the property as contemplated herein is a supply of an enterprise which is a going concern and shall be chargeable with Value Added ("VAT") at the rate of 0% (zero per centum) in terms of Section 11 (1) (e) of the Act.

10.3 Notwithstanding the foregoing, in the event of VAT being levied in respect of such supply at a rate other than 0% (zero per centum), the seller shall be entitled to recover such VAT from the purchaser.

11 RISK AND PROFIT

The risk and profit in the property sold in terms hereof shall pass from the seller to the purchaser on the date of occupation, from which date the purchaser shall be proportionately liable for the rates and taxes and all other imposts levied thereon and all other expenses of whatsoever nature in respect of the property. The purchaser shall refund all amounts, deposits or premiums pre-paid by the seller for any period beyond the date of occupation, including rates and taxes due to any local authority.

12 ELECTRICAL INSTALLATION AND INFESTATION CERTIFICATE

12.1 The seller shall not be required to acquire or deliver to the purchaser a certificate of compliance issued by a qualified electrician in terms of the regulations promulgated under the Machinery and Occupational Safety Act 6 of 1983 or an infestation certificate.

13 DEFAULT BY PURCHASER

13.1 Should the purchaser –

13.1.1 fail to pay any amount due in terms of this agreement on due date or commit any other breach of any term hereof and remain in default 7 (SEVEN) days after the seller has given notice to the purchaser setting out the alleged default and requesting the purchaser to rectify it, or

13.1.2 consistently breach any one or more terms of this agreement in such a manner as to justify the seller in holding that the purchaser's conduct is inconsistent with the purchaser's intention or ability to carry out the terms of this agreement, or

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13.1.3 fail to satisfy or note any appeal against any default or consent judgment entered against the purchaser within 14(FOURTEEN) days of the purchaser becoming aware thereof then the seller shall be entitled, without prejudice and in addition to all other rights available to the seller in law as a result of such event, to forthwith cancel this agreement.

13.1.4 The Seller shall be entitled to retain such payments on account of purchase price until the Purchaser's liability to the Seller in accordance with the foregoing provisions shall have been determined.

14 CO-OPERATION

Each of the parties hereby undertakes to:

14.1 sign or execute all such documents (without limiting the generality of the foregoing, this shall include the execution of the necessary power of attorney, transfer duty declarations and other prescribed documents);

14.2 pass, and to procure the passing of all such resolutions of trustees of any trust,

to the extent that same may lie within such party's power and may be required to give effect to the import or intent of this agreement, or any contract concluded pursuant to the provisions of this agreement.

15 CONFIDENTIALITY

The parties to this agreement undertake to each other that all of the terms and conditions of this agreement shall at all times remain confidential and no party shall disclose to any other person any detail or information of the fact of this agreement unless it is reasonably necessary to do so or the prior written consent of the other party is obtained thereto.

16 JOINT AND SEVERAL LIABILITY

In as much as any party hereto consists of two or more individuals, the individuals comprising that party shall be jointly and severally liable for the performance of all obligations encumbent upon the party in question in terms of this agreement.

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DOMICILUM AND NOTICES

- 17.1 The parties select their addresses as hereinbefore stated as their respective *domicilium citandi et executandi* for all purposes arising out of this agreement or the cancellation thereof.
- 17.2 Any notice sent to the *domicilium citandi et executandi* of a party by pre-paid registered post or delivered there by hand shall be deemed to have been received on the fifth business day after posting or on the date of delivery, as the case may be.
- 17.3 Any party may, by written notice to the other, change his *domicilium citandi et executandi* to another physical address (not being a post office box number or poste restante) within the Republic of South Africa and such change shall become effective seven days after the giving of such notice.
- 17.4 All notices which may or may have to be given in terms of this agreement shall be in writing.

18 JUDICIAL PROCEEDINGS

- 18.1 The parties hereby consent, in terms of section 45 of the Magistrate's Courts Act, No 32 of 1944, to the jurisdiction of a magistrate's court in respect of any action or proceeding arising directly or indirectly out of this agreement or the cancellation thereof. This consent is without prejudice to the right of a party to proceed in any other court of competent jurisdiction or by way of arbitration.
- 18.2 Any dispute which may arise between the parties relating to the interpretation, effect or termination of this agreement or to their rights or obligations in terms hereof shall be submitted for arbitration if any party to the dispute so requires. In such an event the following provisions shall apply:
- 18.2.1 The party which elects to make use of arbitration shall give notice of his election to the other party prior to or within 10 (TEN) days after the institution of proceedings.

18.2.2 The arbitration shall be conducted –

18.2.2.1 at Knysna, Western Cape Province;

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- 18.2.2.2 in accordance with the formalities and procedures to be settled by the arbitrator;
 - 18.2.2.3 as soon as reasonably possible with a view to its being completed within 30 (THIRTY) days after the appointment of the arbitrator;
 - 18.2.2.4 save as provided for to the contrary herein, in accordance with the provisions of the Arbitration Act, 1965, or such other legislation as may be enacted in its stead from time to time.
- 18.2.3 The arbitrator shall be a practising or retired attorney or advocate who has had not less than 10 (TEN) years experience in practise. He shall be appointed by agreement between the parties to the dispute, and failing such agreement within 7 (SEVEN) days after the date upon which the arbitration is demanded, by the President of the Law Society of the Cape of Good Hope, or his nominee.
- 18.2.4 The arbitrator shall be entitled –
- 18.2.4.1 to require or dispense with pleadings or discovery of documents;
 - 18.2.4.2 to depart the strict rules of the law of evidence to such extent and in such manner as he may in his sole discretion determine;
 - 18.2.4.3 to investigate or cause to be investigated any matter, fact or thing which he considers necessary or desirable in connection with the dispute and for that purpose shall have the widest powers of investigating all the books and records of any of the parties to this agreement whether or not that party is a party to the dispute, and the right to make copies or take extracts therefrom and the right to have them produced or delivered at any reasonable place required by him for the aforesaid purposes;
 - 18.2.4.4 to interview and question under oath any of the parties;
 - 18.2.4.5 to decide the dispute according to what he considers just and equitable in the circumstances;

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18.2.4.6 to make such award, including an award for specific performance, an interdict, damages or a penalty or otherwise as he in his sole discretion may deem fit and appropriate.

18.3 Any award that may be made by the arbitrator –

18.3.1 shall be final and binding;

~~18.3.2 will be carried into effect;~~

and

18.3.3 may be made an order of the Western Cape High Court (Cape Town) or the Magistrates Court for the district of Knysna to whose jurisdiction the parties hereby submit.

18.3.4 Should any party take legal proceedings against another arising directly or indirectly out of this agreement or the cancellation thereof, the successful party shall be entitled to recover costs on the scale as between attorney and client from the other party.

19 ENTIRE AGREEMENT – NO VARIATION

19.1 The purchaser acknowledges that he has inspected the property or has caused same to be inspected.

19.2 The parties acknowledge that they have acquainted themselves with all facts relevant to this agreement and neither party shall be liable for nondisclosure of any material information. The parties acknowledge furthermore that they have not been influenced into entering into this agreement by any warranty or representation other than those contained herein.

19.3 No indulgence, latitude or extension of time granted by either of the parties shall be construed as a waiver of that party's rights at any time or as creating a precedent and such party shall be entitled to require strict and punctual compliance with each and every provision or term thereof.

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19.4 This agreement constitutes the entire agreement between the parties and no variations nor agreements which are in conflict with the provisions hereof shall bind the parties or be of any force and effect unless reduced to writing and signed by all of the parties.

20 **AGREEMENT TO BE SIGNED**

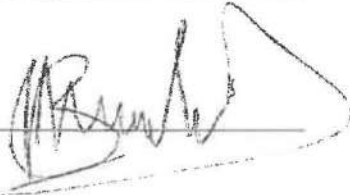
20.1 It is recorded that this document is intended to be signed firstly by the Purchaser and thereafter by the Seller.

20.2 This agreement shall be duly concluded upon timeous signature by the Seller and its validity will in no way be dependent upon the fact of such signature being communicated to the Purchaser.

THUS DONE and SIGNED at KNYSNA on 5/10/2020

AS WITNESSES:

1. 

2. 



PURCHASER (Thami Duna)

THUS DONE and SIGNED at KNYSNA on 13/11/2020

AS WITNESSES:

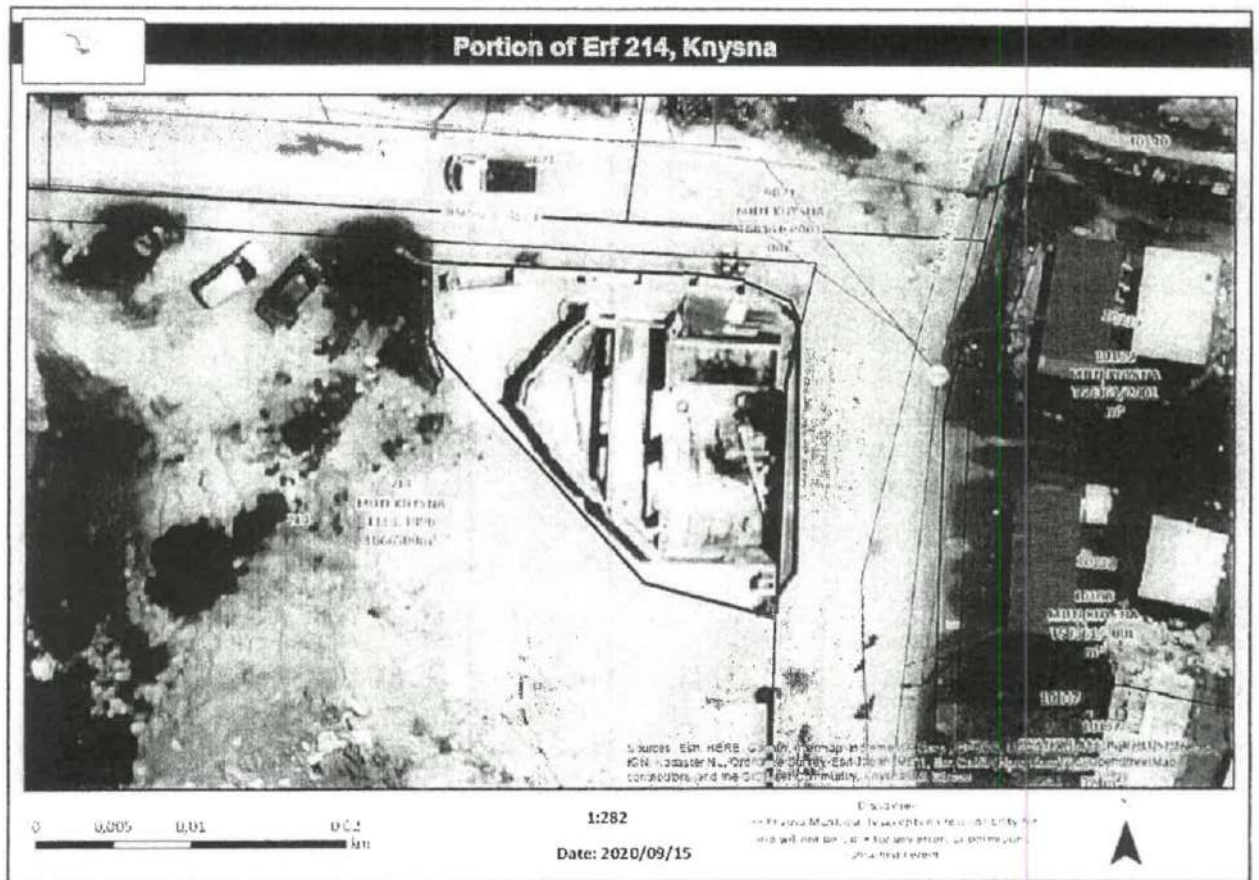
1. 

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SELLER (Knysna Municipality)

ANNEXURE "A"



WinDeed Database Deeds Office Property

windeed
A LexisNexis® Product

KNYSNA, 214, 0 (REMAINING EXTENT) (CAPE TOWN)

GENERAL INFORMATION

Date Requested	2020/11/17 10:31
Deeds Office	CAPE TOWN
Information Source	WINDEED DATABASE
Reference	KM

**PROPERTY INFORMATION**

Property Type	ERF
Erf Number	214
Portion Number	0 (REMAINING EXTENT)
Township	KNYSNA
Local Authority	KNYSNA MUN
Registration Division	NOT AVAILABLE
Province	WESTERN CAPE
Diagram Deed	T237/7/1873
Extent	151.8607H
Previous Description	-
LPI Code	C03900050000021400000

OWNER INFORMATION**Owner 1 of 2**

Type	LOCAL AUTHORITY
Name	MUN KNYNSNA
ID / Reg. Number	-
Title Deed	T113/1890
Registration Date	-
Purchase Price (R)	SECT 16
Purchase Date	-
Share	0.00
Microfilm	2009 0352 0880
Multiple Properties	NO
Multiple Owners	NO

Owner 2 of 2

Type	LOCAL AUTHORITY
Name	MUN KNYNSNA
ID / Reg. Number	-
Title Deed	T58359/2001
Registration Date	-
Purchase Price (R)	TRANSFER BY ENDORSEMENT
Purchase Date	-
Share	0.00
Microfilm	2001 0521 2053
Multiple Properties	NO
Multiple Owners	NO

ENDORSEMENTS (16)

#	Document	Institution	Amount (R)	Microfilm
1	I-5073/94-I-113/1890	T	UNKNOWN	-
2	I-4965/2008LG	-	UNKNOWN	2008 0546 5635
3	I-16217/2001-I	MUN KNYSNA	UNKNOWN	0000000*
4	VA3212/2006	MUN KNYSNA	UNKNOWN	2006 1131 1108
5	K1087/1991S	-	-10	1991 1984 0419
6	VA3451/2001	MUN KNYSNA	UNKNOWN	2001 0521 2064
7	NOW SUBDIVISION	TOWN KNYSNA ,ERF 10435 ,PRTN 0	UNKNOWN	-
8	NOW SUBDIVISION	TOWN KNYSNA ,ERF 7613 ,PRTN 0	UNKNOWN	-
9	NOW SUBDIVISION	TOWN KNYSNA ,ERF 11945 ,PRTN 0	UNKNOWN	-
10	NOW SUBDIVISION	TOWN KNYSNA ,ERF 13857 ,PRTN 0	UNKNOWN	-
11	NOW SUBDIVISION	TOWN KNYSNA ,ERF 14816 ,PRTN 0	UNKNOWN	-
12	NOW SUBDIVISION	TOWN KNYSNA ,ERF 16584 ,PRTN 0	UNKNOWN	-
13	NOW SUBDIVISION	TOWN KNYSNA ,ERF 12699 ,PRTN 0	UNKNOWN	-
14	NOW SUBDIVISION	TOWN KNYSNA ,ERF 14305 ,PRTN 0	UNKNOWN	-
15	NOW SUBDIVISION	TOWN KNYSNA ,ERF 14077 ,PRTN 0	UNKNOWN	-
16	VA1069/2018	MUN KNYSNA	UNKNOWN	-

HISTORIC DOCUMENTS

No documents to display

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7. IN COMMITTEE ITEMS (SEE SEPARATE AGENDA)

8. CLOSURE

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