

5.7**KLEINMOND HARBOUR DEVELOPMENT : APPROVAL OF ALIENATION OF CERTAIN MUNICIPAL LAND TO WHARFSIDE DEVELOPMENTS AND APPROVAL OF BASIS OF DEALING WITH COMMUNITY STRUCTURES****(ITEM 9, PAGE 219 : INFRASTRUCTURE, PLANNING & ECONOMIC DEVELOPMENT PORTFOLIO COMMITTEE MEETING : 26 MAY 2010)****RESOLVED (UNANIMOUSLY)**

In light of the report above, it is **recommended**:

1. that the valuation, as submitted by Rode and Associates for the amount of R20 560 000 and of DDP Valuers for the amount of R14 300 000, **be accepted**.
2. that the offer for the municipal land, as depicted on the Map attached as Annexure A to the report, for the amount of R24 000 000 **be accepted** and the sale thereof, in terms of the Council's Administration of Immovable Property Policy, be approved on the basis of the draft Deed of Sale attached as Annexure J to the report, inter alia that:
 - (a) R10 100 000 be allocated to the provision of bulk infrastructure;
 - (b) R9 900 000 be allocated towards the upgrading of the harbour below the High Water Mark;
 - (c) R3 000 000 be allocated as a contribution towards community upliftment; and
 - (d) R1 000 000 be allocated as a contribution towards the provision of a fish processing facility.
3. that in dealing with the community based Forum the following principles **be accepted**:
 - (a) that the Forum be transformed into a Legal Entity;
 - (b) that the previous decision of Council regarding the sale of a Portion of Erf 5462 to the now defunct KCIH, not be implemented but that the Forum instead acquire a right to a fish processing facility near the slipway on Council owned land;
 - (c) that the Forum (and its transformed successor) utilise the services of OLEDA as its financial caretaker;

MINUTES : ORDINARY MEETING OF THE COUNCIL**26 MAY 2010**

- (d) that the community, through the Forum, be given a direct benefit from the proceeds of the sale to the value of R3 000 000, in lieu of the 70% share that KCIH would have required in Wharfside Developments; and
- (e) that the Municipality will undertake (through OLEDA) a re-evaluation and re-planning of the harbour precinct (Portion H on map on Annexure A).
4. that the following **specific conditions will apply**:
- (a) the funds allocated to the upgrading of the harbour below the High Water Mark only be utilised once an appropriate and acceptable lease agreement has been concluded with the relevant Authorities; and
- (b) funds allocated to community based projects only be utilised once the Forum has transferred itself into a Legal Entity, failing which the Council will re-allocate the funds for community based projects of its own choosing. The Municipal Manager to report on progress in this regard after 6 months.
5. that it **be accepted**, in terms of Section 14 of the Municipal Finance Management Act 56 of 2003, that the properties to be alienated to Wharfside Developments are not needed to provide the minimum level of basic municipal services and that it further be accepted that fair market value as well as economic- and community value will be received in exchange for the property.
6. that it **be noted** that in terms of Section 33 of the Municipal Finance Management Act 56 of 2003, the contract with Wharfside Developments will not impose financial obligations on the Municipality beyond the three years covered in the annual budget for the 2010/2011 financial year.
7. that **cognisance be taken** of the fact that the required processes in terms of the Land Use Planning Ordinance, 1985 (Ordinance 15 of 1985), for rezoning and subdivision of the properties to be sold, have been concluded.

RESPONSIBLE OFFICIAL :**BG LOUW****TARGET DATE FOR IMPLEMENTATION :****26 MAY 2010****TARGET DATE TO INFORM AFFECTED PARTIES :****09 JUNE 2010**

5.4

KLEINMOND HARBOUR DEVELOPMENT : ADJUSTMENT OF AMOUNTS TO BE PAID TO THE MUNICIPALITY IN ACCORDANCE WITH ADDENDUM THREE TO THE AGREEMENT WITH WHARFSIDE DEVELOPMENTS (KLEINMOND) (PTY) LTD

(ITEM 3, PAGE 38 : INFRASTRUCTURE & PLANNING PORTFOLIO : MAYORAL COMMITTEE MEETING : 4 MAY 2011)

RESOLVED (UNANIMOUSLY)

In light of the report above, it is recommended:

1. that Council **take note** of the final Deed of Sale as contained in the Third Addendum to the Agreement with Wharfside Developments (Kleinmond) (Pty) Ltd;
2. that Council **take note** of the following allocations to be spent in accordance with the Third Addendum:
 - (a) R10 100 000 be allocated to the provision of bulk infrastructure;
 - (b) R9 900 000 be allocated towards the upgrading of the harbour below the High Water Mark, and
 - (c) R1 000 000 be allocated as a contribution towards the provision of community structures and development on Erf 5456 (municipal land) around the harbour.

RESPONSIBLE OFFICIAL :	BG LOUW
TARGET DATE FOR IMPLEMENTATION :	11 MAY 2011
TARGET DATE TO INFORM APPLICANT :	N/A
TARGET DATE TO INFORM OBJECTOR :	N/A

5.4

KLEINMOND HARBOUR DEVELOPMENT : APPROVAL OF ADJUSTMENT TO TIME FRAMES OF AMOUNTS TO BE PAID TO THE MUNICIPALITY BY WHARFSIDE DEVELOPMENTS (KLEINMOND) (PTY) LTD AND AMENDMENT OF AMOUNTS ALLOCATED TO COMPONENTS OF THE DEVELOPMENT

(ITEM 2, PAGE 29 : INFRASTRUCTURE & PLANNING PORTFOLIO – MAYORAL COMMITTEE MEETING : 29 MAY 2013)

RESOLVED (UNANIMOUSLY)

1. that the extension of payment for municipal land **be approved** as follows :
 - (a) that the payment for Phase 3 with date 9 July 2013 for the amount of R7,000,000 **be substituted** with new Phases 3 and 4, with last dates for payment 9 January 2014 and 9 July 2014 for the amounts of R3,500,000 respectively, and
 - (b) that Wharfside Developments (Kleinmond) (Pty) Ltd **compensates** the Municipality for loss in value of outstanding amounts at a rate of 1% per month from 10 July 2013 payable monthly in advance on outstanding amounts.

2. that the following allocations to be spent, **be noted** :
 - (a) R10,126,198.61 **be allocated** to the provision of bulk civil and electrical infrastructure;
 - (b) R999,876.00 **be allocated** towards the cost of land for municipal purposes;
 - (c) R1,500,000.00 **be allocated** for rezoning costs;
 - (d) R7,373,925.39 **be allocated** towards the upgrading of the harbour below the high water mark, and
 - (e) R1,000,000.00 **be allocated** as a contribution towards the provision of community structures and development on Erf 5456, Kleinmond (municipal land) around the harbour.

RESPONSIBLE OFFICIAL :**BG LOUW****TARGET DATE FOR IMPLEMENTATION :****10 JULIE 2013**



ANNEXURE A 1/4

WHARF SIDE
DEVELOPMENTS

WHARF SIDE DEVELOPMENTS (KLEINMOND) (PTY) LTD

2682/802705/83

35 HARBOUR ROAD, KLEINMOND

SUITE 27, PRIVATE BAG X3041, FAARL, 7620, SOUTH AFRICA

TEL : (021) 872 0471, FAX : (021) 672 0473 : CELL PHONE : 063 250 0959 : E-MAIL : jepsuw@iafrica.com

21st November 2012
The Municipal Manager
Overstrand Municipality
8 Magnolia Street
HERMANUS

Att Mr Briand Louw

Dear Sir

Harbour Road, Kleinmond Land Sale Agreement – Fourth Addendum

We are in the process of finalizing the Fourth Addendum to the Land Purchase Agreement that defines the sale and transfer between the following parties of benefited Municipal property to Wharfside Developments (Kleinmond) (Pty) Ltd (“WDK”) in exchange for the installation of a pre-determined schedule of municipal infrastructure and services, harbour work below the high-water mark and a cash portion for heritage and community infrastructure on Municipal land.

History

The Municipality own in excess of 10ha of property around the Kleinmond Harbour and rents on a short term lease from the State the adjoining harbour area below the high-water-mark.

The core feature of the Purchase Agreement being: the parties to mutually work towards the developing the Harbour Road precinct in an appropriate way; WDK obtain appropriate development rights on circa 6ha of the municipal land and thereby secure the right to purchase and develop the precinct as per an approved SDP with the land value to be determined by an independent valuation process, guided by the following clauses in the initial Agreement, which are re-included in the Fourth Addendum:

WHEREAS

1. The Seller is the registered owner of certain land bordering the existing Kleinmond harbour and is the lessee of the slipway and harbour below the high water mark, the provincial government being the lessor; and
2. The Seller is desirous of effecting certain improvements to the harbour and its environs to, inter alia, improve the safety thereof and render it more users friendly for the benefit of the Kleinmond community. In particular, land that could be set aside for community enterprise should be identified and opportunities for the enhancement of the historical and cultural life of the community should be created; and
3. The Purchaser is the registered owner of land adjacent to the land owned by the Seller; and
4. The Purchaser wishes to acquire certain portions of the Seller’s land in the vicinity of the Kleinmond Harbour for the purpose of the development thereof into a mixed use residential and commercial node which enhances the tourism potential of the harbour area and provides for the community based opportunities noted in 2. above; and
5. The Seller is willing to sell such land to the Purchaser (subject to the terms and conditions contained herein) in order to acquire the funds to enable the improvement of the harbour and municipal services infrastructure, and thereby create opportunities to improve the livelihood options for the fishing community and to create the environment that promotes the tourism potential of the harbour area.



ANNEXURE A 2/4

24 GOOD FAITH

The parties shall owe one another a duty of the utmost good faith and undertake to do every thing necessary to ensure the successful completion of the development in terms of this Agreement.

more particularly:

1. WDK to obtain the appropriate rights for the properties in the precinct;
2. WDK to obtain all planning permission including a Site Development Plan;
3. WDK to install Infrastructure and Services:
 - a. Municipal Infrastructure and Services;
 - b. Harbour Infrastructure and Services;
 - c. Development, repair and re-construction in harbour basin and Heritage areas;
4. WDK to take transfer of land in phases, each phase to the value of the contribution of services installed and cash portion paid;
5. WDK interpret that the phase values in the agreement were inclusive of VAT;
6. Municipality require that WDK at any time have sufficient value vested in the project by way services installed, cash paid and guarantees, to ensure that they fully transfer all the property;
7. WDK to develop steadily, timeously and completely as per agreed phases and dates;
8. Parties to assist in resolving the Community Fish Processing Facility;
9. Municipality to use best endeavours to obtain long-term lease to harbour land below the High Water Mark;
10. Parties to identify sources for the balance of funding for required for completion of works below the High-Water-Mark;
11. The Municipal property around the harbour basin is integral to the precinct development plan. This carries implications and obligations to resolve the planning, development, best (public) use, an operating plan, workable lease agreements, and sources of re-construction and development funding. Projects such as the rehabilitation and re-building of inter-alia the Vishuis, Kerkgrot, Smithuis, Arendshuis, the Post Holes, Fish Cleaning Tables and building the coastal walkway links all form part of the EIA and Record of Decision. These component projects are mainly on Municipal owned or controlled land.

The Land Valuation and Purchase Price

The parties agreed in Addendum Three to the Agreement that the value of the land is R21m plus VAT, and transfer would be in exchange for infrastructure installed and cash in phases as follows:

Land Transfer Phases		Effective Date of agreement 10th Dec 2010			
Third Addendum					
e	Area m ²	Transfer	from Eff.	(includes VAT)	Cash Portion
1	17,000	09-Feb-12	14 mths	R 6,700,000	R 300,000
2	17,000	09-Nov-12	23 mths	R 6,700,000	R 300,000
3	17,000	09-Jul-13	31 mths	R 6,600,000	R 400,000
	51,000			R 20,000,000	R 1,000,000

The cash portion is earmarked for development of heritage infrastructure and services on land in the basin immediately surrounding the harbour.



ANNEXURE A 3/4

Current Status – November 2012

1. The Municipal services are substantially completed
2. The Harbour works still require
 - a. Above HWM – Gabion bank retainers, NSRI & Police boathouses, landscaping;
 - b. Below the HWM – as shown in Annexure D;
3. The Municipality are continuing with attempts to secure a long lease (or equivalent) for the harbour areas below the HWM. Estimate that this could take another 12 to 18 months.
4. The work to obtain the SDP, plan approval for initial phases, completion of phase 1 Services and initial Phase 1 land transfer are taking (12-18 months)- longer than originally estimated;
5. The economy has been in a depressed state since 2008. This has led to:
 - a. Lowered spending in the shops of Harbour Road; and
 - b. Most significantly - the property market has been one of the worst effected areas of the economy with the second home / coastal leisure market continuing to be particularly badly effected.

This state of affairs is foreseen to continue for at least the next two years;

Proposed plans for 2013 onwards:

- Finalising of smaller Phase 1 components – refuse areas, additional public toilets, safety railings, ...)
- East "G" block to be erected (500sqm of retail) and five duplexes and two harbour edge penthouses
- Additional Landscaping and street furniture (Luckoff Circle, benches etc around trees, water features, ...)
- Next phase Upgrade of Ou Schuur (erf 6196) now underway.

Harbour Basin focus and initial work

- Municipality and WDK process to secure long-term lease on land below the H-W-M.
- Removal of loose rocks in inner harbour
- Stabilisation of inner and side breakwater walls
- KCH Lease of Heritage Area
- Gabion retainers on N-W bank of parking area;
- Heritage Build – Phase 1

Other items for discussion and finalisation

1. New Fish Processing Facility – erf 7506 – included as part of revised Phase 2;
2. Payment of the second R300 000 cash portion;

Meeting

1. Confirm that Land sale is R21m plus VAT;
2. Agree a Fourth Addendum substantially along the lines of the Third Addendum
3. Agree Property Transfer process way forward:
 - a. current services schedule;
 - b. transfer conditions for Phase 1 and Phase 2 property;
 - c. guarantees and transfer conditions for phase 3 and phase 4;



WHARF SIDE
DEVELOPMENTS

ANNEXURE A 4/4

4. Agree the Proposed Revised Land Transfer Schedule

5. Land Transfer Phases proposed
Fourth Addendum

Phase	Approx. Area m ²	Target Transfer Date	Months from Eff. Date	Services Ptn. (Excludes VAT)	Cash Portion	Balance Required to Transfer
1	17,000	09-Feb-12	14 mths	R 6,700,000	R 300,000	R 14,277,726
2	17,000	09-Nov-12	23 mths	R 6,700,000	R 300,000	R 0
3	8,500	09-Jan-14	37 mths	R 3,300,000	R 200,000	R 3,222,274
4	8,500	09-Jul-14	42 mths	R 3,300,000	R 200,000	R 6,722,274
	51,000			R 20,000,000	R 1,000,000	

services to date
can be transferred now
can be transferred shortly

Proposed that Phase 3 now becomes Phase 3 and Phase 4. Land portions and area to be finalised in conjunction with services installed and cash payments made for each phase

6. Complementary Harbour Issues.

These are issues not covered in the agreement but require addressing in the interests of a well run public facility. It has been suggested to do this in a form of 'working MOU'. Areas for discussion:

- a. Overflow parking off Harbour Road above Luckoff Road;
- b. Management of the Public Spaces – events, security, refuse, landscaping, ...
- c. Management and access control of the lower harbour basin;
- d. The municipal harbour basin erf
 - i. Lease and Rental into the future;
 - ii. Funding and Build of heritage buildings;
 - iii. Shared use plan for this area (fishing, public access, bypass roads, events, ...);

We look forward to finalizing these mutually beneficial areas with you as soon as possible.

Yours sincerely

Mark Miles
082 413 3882

Johan Pauw
083 250 0858

ANNEXURE D

Harbour Road, Kleinmond - Bulk Services and Infrastructure Control Schedule					21-Nov-12
#	ITEM	Appendix	Amount	VAT	Amount + VAT
A	Bulk Services and Infrastructure Costs to date	1	R 12,045,987.10	R 1,686,438.19	R 13,732,425.29
	Less: Bypass Road		-R 316,313.23	-R 44,288.85	-R 360,597.08
	Ducting		-R 423,370.96	-R 59,271.93	-R 482,642.89
	Parking Area B		-R 651,786.31	-R 96,850.08	-R 788,636.39
	Gravity Sewer North of Lockoff		-R 371,018.75	-R 51,942.63	-R 422,961.38
	Sub Total		R 10,243,497.85	R 1,434,089.70	R 11,677,587.55
B	Generator Room	2	R 137,866.81	R 19,301.35	R 157,168.16
C	Electrical installation	3	R 610,020.00	R 85,402.80	R 695,422.80
D	Cost of rezoning and rights application	4	R 1,500,000.00	R 210,000.00	R 1,710,000.00
E	Landscaping expenses during the re-development	5	R 173,307.30	R 24,263.02	R 197,570.32
F	Lockoff Circle Land Cost	6	R 13,157.90	R 1,842.11	R 15,000.00
G	Erf 8644 & 8649 for public roads	7	R 999,876.00	R 139,982.64	R 1,139,858.64
H	Cash Portion Paid to date	8	R 600,000.00	R 84,000.00	R 684,000.00
	Total Services & Infrastructure to date		R 14,277,725.86	R 1,988,881.62	R 16,266,607.47
	Balance of Cash Portion of Purchase Price		R 400,000.00	R 56,000.00	R 456,000.00
	Balance remaining to be spent by the Purchaser		R 6,322,274.15	R 885,118.38	R 7,207,392.53
	Total Bulk Services on Completion		R 21,000,000.00	R 2,540,000.00	R 23,540,000.00

Reference Notes on Appendix 1 to B

- 1 Cost confirmed by Director Infrastructure and Planning
- 2 Cost confirmed by Director Infrastructure and Planning
- 3 Cost confirmed by Deputy Director Electrotechnical Services
- 4 Cost confirmed by Manager Town Planning
- 5 Cost confirmed by Municipal Project Manager
- 6 Cost derived through negotiation between Wharfside and Owner. To be ratified by further process
- 7 Erven 8644 and 8649 to be transferred to the Seller for Road purposes and a portion of public square.
- 8 Paid during Oct 2012 and November 2012

Navrae: BG Louw
 Enquiries:
 Lêerverwysing: KKM 5462(Kleinmond Hawe Ontw)
 File Reference:
 Datum: 9 OKTOBER 2012
 Date:

Die Sekretaris
 Kleinmond Community Investment Holdings
 Posbus 535
 KLEINMOND
 7195

Meneer,

BYDRAE DEUR DIE MUNISIPALITEIT VIR GEMEENSKAPSFASILITEITE BY KLEINMOND HAWE

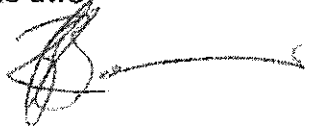
U is bewus daarvan dat die Raad gedurende Mei 2011 besluit het om 'n bydrae van R1 miljoen aan KCIH te maak vir die voorsiening van erfenis- en gemeenskapfasiliteite (Vishuis ens) op Erf 5456 by die Kleinmond Hawe.

Die eerste paaieiment van R300 000 word nou aan u oorbetaal, soos ooreengekom, met die opvolgende paaieimente van R300 000 en R400 000 soos en wanneer die Munisipaliteit fondse vir die verkoop van grond vanaf Wharfside Developments (Pty) Ltd in die verskillende fases ontvang.

Alhoewel die Munisipaliteit nie voorskriftelik is ten opsigte van vir watter fasiliteite die fondse aangewend moet word nie, word u wel versoek om die Munisipaliteit in te lig waarvoor die fondse aangewend gaan word en na afhandeling aan die Munisipaliteit te bevestig dat die fondse dienooreenkomstig aangewend is.

Dit word ook bevestig dat die beoogde ontwikkeling van die fasiliteite onderhewig is aan bouplangoedkeurings en omdat dit op Munisipale grond geleë sal wees, moet u tydig die nodige huurooreenkomste vir die gebruik van die grond met die Munisipaliteit sluit.

Die uwe



MUNISIPALE BESTUURDER

Navrae: BG LOUW
Enquiries:

Lêerverwysing: KKM 5462(Kleinmond Hawe Ontw)
File Reference

Datum: 14 November 2012
Date:

KANTOOR VAN DIE MUNISIPALE BESTUURDER /
OFFICE OF THE MUNICIPAL MANAGER

Die Sekretaris
Kleinmond Community Investment Holdings
Posbus 535
KLEINMOND
7195

Meneer,

BYDRAE DEUR DIE MUNISIPALITEIT VIR GEMEENSKAPSFASILITEITE BY
KLEINMOND HAWE

Ek verwys graag na my vorige skrywe gedateer 9 Oktober 2012 (afskrif aangeheg). Soos u bewus is, is die eerste R300 000 van die beloofde R1 miljoen nou reeds aan u oorbetaal. In gemelde skrywe is u versoek om aan te dui waarvoor die fondse aangewend gaan word.

Wharfside Developments het in ooreenstemming met die voorwaardes van die kontrak tussen hulle en die Munisipaliteit intussen die tweede paaient van R300 000 aan die Munisipaliteit oorbetaal.

Ten einde die Munisipaliteit in staat te stel om die volgende betaling aan KCIH te maak, word u vriendelik versoek om te voldoen aan die vereiste soos gestel in die vorige brief. Dui asb die onderskeie projekte en begrote bedrae aan waarvoor u beplan om die fondse aan te wend.

Die uwe



MUNISIPALE BESTUURDER

**Kleinmond Community
Investment Holdings Pty LTD**

REG. NO.: 2003 / 021343 / 07

0734744622 DESMOND MAKKA

Datum: 04 February 2013

Aandag: Brian Louw

Die Munisipale Bestuurder

Privaat sak x3

Kleinmond

7195

Meneer

I.S. AANSOEK VIR OORDRAG VAN TWEEDE GEDEELTE VAN FONDSE AAN KCIH Pty LTD

Bovermelde aangeleentheid en u vorige skrywe gedateer in hierdie verband het betrekking.

Kleinmond Community Investment Holdings PTY LTD (KCIH) doen hiermee aansoek vir die tweede betaling van R300 000 00 van die R1miljoen verskuldig aan KCIH in terme van ooreenkoms Wharf Side Development Kleinmond (WDK) se oorbetalings van kostes vir die grond aan die munisipaliteit.

Dit is bevestig dat die betaling deur WDK aan die munisipaliteit reeds plaasgevind het volgens u Raad se ooreenkoms met WDK en KCIH derhalwe 'n versoek rig dat die tweede paaient van R300 000 00 die bank rekening van KCIH oorbetal word.

Bankbesonderhede: Naam: Kleinmond Community Investment Holdings; Bank: NEDBANK ,

Rek No: 1014711347; Tipe

By voorbaat dank

Die uwe



D MAKKA (SEKRETARIS)

4. Feb. 2013 14:33

845

No. 6307

ANNEXURE E
Page 4 of 13

**KLEIMOND COMMUNITY
INVESTMENT HOLDINGS PTY (LTD)
REG NO: 2003/021343/07**

Datum 04 Feb 2013

Aandag: Brian Louw

KOSTE BEPALING:

1. Oordrag van Grond:	R200 000
2. Kantoor toerusting:	R 10 000
3. Vervoer onkoste & vergaderings:	R 16 000
4. Bouplanne:	R 60 000
5. Aandeel aankoop in WDK:	R300 000

TOTAAL: **R586 000**

Die Uwe

.....
DIE SEKRETARIS

KONTAK BESONDERHEDE:

**DESMOND MAKKA
ALUSIA SINGEL 3
KLEINMOND
7195**

TEL: 0734744622

Navrae: BG Louw
 Enquiries:
 Lêerverwysing: KKM 5462(Kleinmond Hawe Ontw)
 File Reference:
 Datum: 8 FEBRUARIE 2013
 Date:



**HERMANUS
 ADMINISTRASIE ADMINISTRATION**

Die Sekretaris
 Kleinmond Community Investment Holdings Pty Ltd
 Alusia Singel 3
 KLEINMOND 7195

Meneer,

**AANSOEK VIR OORDRAG VAN TWEEDE GEDEELTE VAN FONDSE AAN
 KCIH PTY LTD**

Ek erken ontvangs van u skrywe van 4 Februarie 2013.

Ek bevestig dat u (Mnr Desmond Makka) telefonies aangedui het dat u die aanhangsel tot die skrywe terugtrek.

Ten einde die betaling van die volgende R300 000 te kan finaliseer, benodig die Munisipaliteit 'n vervangende aanhangsel wat voldoen aan die versoeke wat in my skrywes van 9 Oktober 2012 en 14 November 2012 aan u gestel is. Ek wil u spesifiek weereens daarop wys dat die fondse aangewend moet word in ooreenstemming met die Raadsbesluit, nl as n "bydrae tot die voorsiening van gemeenskapstrukture en ontwikkeling op erf 5456 (munisipale grond) langs die hawe".

Sodra die aangepaste aanhangsel wat voldoen aan die voorwaardes van die Raadsbesluit ontvang word, sal die oorbetaling finaliseer word.

Vriendelike groete

MUNISIPALE BESTUURDER

Navrae: Mnr B Louw – 028 313 8988
Enquiries:

Lêerverwysing:
File Reference:

Datum: 17 Februarie 2014
Date:



Die Sekretaris
Kleinmond Community Investment Holding Pty Ltd
Alusia Singel 13
KLEINMOND
7195

Geagte mnr Swartz

AANSOEK VIR OORDRAG VAN TWEDE GEDEELTE VAN FONDSE AAN KCIH PTY LTD

Ek verwys na die aangehegte korrespondensie wat sedert 2012 met KCIH gevoer is betreffende die uitbetaling van R1 miljoen as bydrae van die Munisipaliteit aan KCIH ten behoeve van die ontwikkeling van gemeenskapstrukture by die hawe.

Die Munisipaliteit het nou die derde paaieiment van R200 000 vanaf Wharfside ontvang. Die eerste paaieiment van R300 000 is reeds aan u oorbetaal, maar die tweede paaieiment van R300 000 is teruggehou in afwagting op u antwoord op gemelde skrywes. 'n Bevredigende antwoord op daardie skrywes is nooit ontvang nie.

Die Munisipaliteit wil nie die beloofde fondse van KCIH weerhou nie, maar is dit aan sy belastingbetalers verskuldig dat fondse benut word waarvoor dit bedoel is. U word dus weereens versoek om aan die versoek te voldoen soos gestel in die aangehegte skrywes.

Die uwe

CC GROENEWALD
MUNICIPAL MANAGER



**HERMANUS
ADMINISTRASIE ADMINISTRATION**

Navrae
Enquiries BG Louw

Verwysing
Reference KKM 5462 (Kleinmond Hawe)

Datum
Date 17 Maart 2014

**Die Voorsitter: Mnr C Swartz
KCIH
Skoolstraat 52
KLEINMOND
7195**

PER HAND

INSAKE : OORDRAG VAN FONDSE AAN KCIH

Geagte Mnr Swartz

Ek verwys na die vergadering in die kantoor van die Munisipale Bestuurder, gehou op 10 Maart 2014, waartydens die vereistes vir die oordrag van die volgende paaielemente van R300 000 en R200 000, met u bespreek is.

Ek bevestig graag dat die woord "strukture" in die skrywe van 8 Februarie 2013 ("n bydrae tot die voorsiening van gemeenskapstrukture en fasiliteite op erf 5456 (munisipale grond) langs die hawe") verwys na die geboue en fasiliteite wat u beoog om op te rig as deel van die erfenis projek. Uit die aard van die saak, sal die R1 miljoen nie genoegsaam wees vir die afhandeling van die projek nie, maar die Munisipaliteit beskou hierdie bydrae as aanvangskapitaal waarmee u die argiteksplanne kan afhandel en 'n bydrae gemaak kan word vir die geboue-kompleks. Soos voorheen in die skrywes aan u gemeld, is die Munisipaliteit nie voorskriftelik ten opsigte van die spesifieke aanwending van die fondse nie, behalwe dat dit binne die raamwerk soos hierbo uitgespel aangewend moet word.

Soos tydens die vergadering van die 10de Maart 2014 ooreengekom, sal die fondse uitbetaal word by skriftelike ontvangs van u bevestiging van bo-staande, met spesifieke verwysing na die items wat u beoog om te finansier.

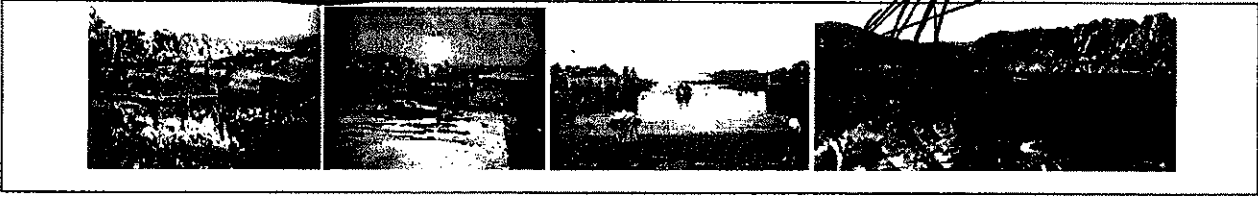
Dit word ook bevestig dat u tydens die vergadering van 10 Maart u skrywe van 17 April 2013 teruggetrek het.

Vriendelike groete

MUNISIPALE BESTUURDER



849 1) Lelias: ANNEXURE E
2) Stephen M. en Brenda h. Page 8 of 13
en Dennis H.
7/2/3.



KLEINMOND COMMUNITY INVESTMENT HOLDINGS PTY LTD

S. Muller
Brenda Louw
D. Hendriks

Reg. No: 2003/021343/07
PO BOX 585. KLEINMOND. 7195

Lede: KLEINMOND VISBAAI ERFENIS, KLEINMOND GEMEENSAP ONTWIKKELINGS TRUST,
KLEINMOND VISSERS VERENIGING
Vertw: C. Swartz, R.P. Samuels, D. Makka, J. Oncker, E. Swarts,
A. Arendse, E. Appollis, W. Hul, E. Haydricks,

24 Maart 2014

INSAKE: OORDRAG VAN FONDSE

Geagte Mnr Groenewald

Op 10 Maart 2014 is 'n vergadering tussen KCIH en Overstrand Munisipaliteit gehou waartydens die gesprek en doel van die vergadering was oor die uitbetaling van fondse aan KCIH, bedrae van (R300 000) & (R200 000).

KCIH bevestig hiermee dat die geld aangewend gaan word vir die beginfase van gemeenskapstrukture, fasiliteite en profesioneledienste op erf 5456 wat deur KCIH vanaf die munisipaliteit gehuur sal word.

Soos ook aangedui in u skrywe gedateer 17 Maart 2014 is hierdie fondse nie genoegsaam om die projek te finaliseer nie maar wel 'n begin in die regte rigting om die wense van die gemeenskap te verwesenlik veral wat die erfenis betref en die omgewing in die hawegebied.

KCIH bedank Overstrand Munisipaliteit vir die fondse.

Vriendelike groete

Uitvoerende Direkteur

.....
Mnr Charles Swartz

FILE NO:	7/2/3/1
SCAN NO:	
COLLABORATOR NO:	606700

Lede: KLEINMOND VISBAAI ERFENIS, KLEINMOND GEMEENSAP ONTWIKKELINGS TRUST,
KLEINMOND VISSERS VERENIGING
Vertw: C. Swartz, R.P. Samuels, D. Makka, J. Oncker, E. Swarts,
E. Appollis, W. Hul, A. Arendse, E. Haydricks

From: Abigai Cairns
To: lobster@mweb.co.za
Date: 2014/05/16 08:59 AM
Subject: KCIH BETALINGS - KLEINMOND HAWE
Attachments: Abigai Cairns1.vcf

More Uncle Charles

Hierdie e-pos is net ter bevestiging van ons gesprek vroeër vanoggend.

Sodra ek die twee fakture (R300 000.00 en R200 000.00) ontvang het, sal ons voortgaan met die prosessering en uitbetaling daarvan.

Ek versoek ook net dat julle so gou moontlik die fakture indien ten einde die proses vinniger te laat verloop.

Vriendelike groete

Abigail Cairns
Town Planner
Overstrand Municipality
Tel: (028) 316 3724
Fax: (028) 316 3721
E-mail: acairns@overstrand.gov.za

Navrae
Enquiries BG Louw

Verwysing
Reference KKM 5462 (Kleinmond Hawe)

Datum
Date 13 Junie 2014



**HERMANUS
ADMINISTRASIE ADMINISTRATION**

Uitvoerende Direkteur
Kleinmond Community Investment Holdings PTY Ltd
Posbus 585
KLEINMOND
7195

PER GEREGISTREERDE POS

INSAKE : OORDRAG VAN FONDSE AAN KCIH

Geagte Mnr Swartz,

Ek verwys na u skrywe van 24 Maart 2014.

In bo-vermelde skrywe bevestig u dat die "geld aangewend gaan word vir die beginfase van gemeenskapstrukture, fasiliteite en professionele dienste op erf 5456..." op grond by die hawe wat van die Munisipaliteit gehuur sal word.

In die lig van die feit dat die huurooreenkoms nog nie afgehandel is nie en dat rekenskap gegee moet word oor die spandering van geld, is die Munisipaliteit van oordeel dat die oorblywende R700 000.00 uitbetaal sal word op aanvraag nadat dienste ingevolge die Raadsbesluit gelewer is. Die Munisipaliteit hou dus die fondse in 'n afsonderlike rekening tot u beskikking en sal geld vrystel op bewys van lewering van sodanige diens.

Ek wil u daarop wys dat die eerste R300 000.00 reeds in Oktober 2012 aan u oorbetaal is en dat in my skrywe van 9 Oktober 2012 dit duidelik aan u gestel is dat rekenskap gegee moet word van die spandering van die fondse ingevolge die Raadsbesluit. Tot op hede is nog geen terugvoering van u ontvang in hierdie verband nie. U word dus nou versoek om stawende bewyse aan die Munisipaliteit te verskaf dat die fondse ingevolge die Raadsbesluit spandeer is.

Die uwe

**COENIE GROENEWALD
MUNISIPALE BESTUURDER**

Navrae: Briand Louw
Enquiries:
Lêerverwysing: KKM 5462 (Kleinmond Hawe)
File Reference:
Datum: 30 September 2014
Date:



Hoofkantoor Administrasie

Uitvoerende Direkteur
Kleinmond Community Investment Holdings PTY Ltd
Posbus 585
KLEINMOND
7195

PER GEREГИSTREERDE POS

INSAKE: OORDRAG VAN FONDSE AAN KCIH

Geagte Mnr Swartz,

My vorige skrywe, gedateerd 13 Junie 2014 (afskrif aangeheg) asook die vergadering gehou op 07 Augustus 2014 in Kleinmond, het betrekking.

In die voormelde skrywe en gedurende die bo-vermelde vergadering, is u versoek om stawende dokumentasie rondom die spandering van die eerste R300 000.00 wat gedurende Oktober 2012 aan KCIH uitbetaal is, in te dien, soos vervat in die Raadsbesluit. U is ook terselfdertyd versoek om bewyse in te dien van waarop die oorblywende R700 000.00 spandeer sal word. Tot op hede is daar nog geen terugvoering of enige dokumentasie ontvang nie.

U word dus hiermee weereens vriendelik versoek om die dokumentasie so gou moontlik aan die Munisipaliteit te voorsien. Geen verdere uitbetalings van die oorblywende bedrag sal geskied alvorens die dokumentasie nie ontvang is nie.

Die uwe



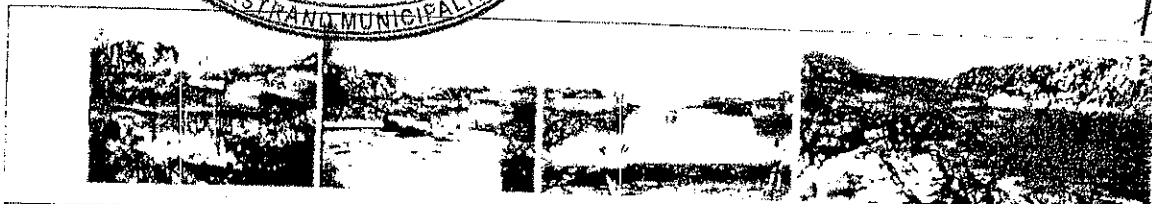
COENIE GROENEWALD
MUNISIPALE BESTUURDER



853
B Louw
Smulder
D Hendriks



ANNEXURE E
Page 12 of 13



KLEINMOND COMMUNITY INVESTMENT HOLDINGS PTY LTD

Reg. No: 2003/021343/07
PO BOX 585. KLEINMOND. 7195

Lede KLEINMOND VISBAAI ERFENIS KLEINMOND GEMEENSAP ONTWIKKELINGS TRUST
KLEINMOND VISSERS VERENIGING
Vertw C Swartz R P Samuels D Makka J Onckler E Swans
A Arendse E Appolis W H E Mayoral Cns

27 November 2014

BEGROTING 2013/2014

INKOMSTE – R300,000

ITEM	BEDRAG
1. Regsadvies en konsultasies met direkteure Cliff Dekker Hofmeyer Prokereurs – Alan Jafta	R16000
2. Reiskostes en vergadering bywonings met regerings departement , Agriculture, Forestry & Fisheries	R19000
3. Direkteurs opleiding	R11750
4. Veraderings met koste bywoning en vervoer	R8000
5. Catering vir vergaderings	R5504
6. Werkswinkels met Levendal & Associates met Managing for excellence	R12000

FILE NO: 516/15
 SCAN NO:
 COLLABORATOR NO:
 697002

7. Kantoor toerusting (Rekenaars. Printer. Kopieer masjien)	R43238
8. Kantoor skryfbehoeftes (Toners, Kopieer papier)	R6760
9. Bydrae tot aandeelhouers vergadering, vervoer, bywoning & administratiewe toelae asook huur van venue's vir vergaderings	R118 928
10. Ondersoek van werkskepping in die visbedryf vir die gemeenskap	R8740
11. Opstel van besigheidsplan vir befondsing, konsultasies, vergadering en deposito vir besigheidsplan	R44 680
12. Bank kostes	R1800
13. Internetdiens	R3600

TOTALE UITGAWES	R300,000
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Geteken deur Voorsitter: *A. Anon*