



UMZIMVUBU

— LOCAL MUNICIPALITY —

MAYORAL VEHICLE POLICY

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BACKGROUND

1. DEFINITIONS

- 1.1 COUNCIL : Means a Municipal Council established in terms of the Municipal Structures Act No. 117 of 1997
- 1.2 DAMAGE : Means any form of damage caused on a mayoral vehicle due to any incident.
- 1.3 EXECUTIVE COMMITTEE : Means a committee of Council established in terms of the Municipal structures Act No.117 of 1997.
- 1.4 FAULT :Means any fault of, but not limited to, mechanical, electrical and electronic nature.
- 1.5 MAYOR : Means the political office-bearer elected in terms of the Municipal structures Act No. 117 of 1997.
- 1.6 MINISTERIAL DETERMINATION : Means a determination of the amount of monthly travelling allowance payable to Councillors including the Mayor in terms of The Remuneration of Public Office-Bearers Act No 20 of 1997
- 1.7 MUNICIPALITY : Means an institution established in terms of the Municipal Structures Act No. 117.
- 1.8 MUNICIPAL MANAGER : Means the person employed as Municipal Manager in terms of section 56 of the Municipal Systems Act No 32 of 2000 or a designee.
- 1.9 SAFE PLACE :Means any place with a reasonable level of security where a mayoral vehicle may be parked at night.
- 1.10 VEHICLE SPECIFICATIONS :Means both standard and extra vehicle fittings.
- 1.11 IMMEDIATE FAMILY MEMBER :Means a brother, sister, son, daughter and wife of the Mayor.

2. OBJECTIVES

- 2.1 To provide for acquisition of a mayoral vehicle by the Municipality
- 2.2 To provide a framework for use, management and maintenance of a mayoral vehicle.
- 2.3 To enable the Mayor to execute his/her functions in an efficient and effective manner.
- 2.4 To cater for general transport needs of the Mayor
- 2.5 To facilitate the service delivery processes
- 2.6 To maximize safety and security of the Mayor
- 2.7 To protect the dignity of the Mayor
- 2.8 To protect the image of the Municipality

3. TYPE AND SIZE OF A MAYORAL VEHICLE

- 3.1 The type of a mayoral vehicle shall be a SUV (Sports Utility Vehicle).
- 3.2 The make of the vehicle shall be chosen by the Executive committee of Council
- 3.3 Due care shall be exercised when choosing a vehicle make in order to avoid unnecessary maintenance problems.
- 3.4 The size of a vehicle shall be medium to large with a limited capacity of four passengers excluding the driver.
- 3.5 The engine capacity of the vehicle shall be limited to a maximum of 4.0 litres.
- 3.6 The type and size of a mayoral vehicle shall be determined in terms of the aforementioned provisions.

4. VEHICLE SPECIFICATIONS

The following, but not limited to, vehicle specifications will apply where necessary to a mayoral vehicle:

- 4.1 Vehicle that is a 4X4 or All wheel drive
- 4.2 High profile security system
- 4.3 Power steering
- 4.4 Alarm system
- 4.5 Air conditioner or climate control
- 4.6 Spot lights

- 4.7 CD/Radio
- 4.10 Tow bar

5. ACQUISITION OF A MAYORAL VEHICLE

- 5.1 A mayoral vehicle shall be acquired either through vehicle lease or purchase arrangement.
- 5.2 The lease or purchase arrangement and maintenance of a mayoral vehicle shall be provided for, under the Councillors' administration budget.
- 5.3 A mayoral vehicle shall be acquired through the normal procurement processes of the Municipality.
- 5.4 The price of the vehicle shall be controlled through limitation of the engine capacity of the vehicle up to a maximum **of R500 000.00** excluding delivery costs, licence fees and maintenance costs if the vehicle is leased.
- 5.5 The quality, safety, reliability and durability of the vehicle shall be considered as key determinants in the acquisition process.
- 5.6 Cost of repairs on a mayoral vehicle to be borne by the Municipality and shall be authorized by the Municipal Manager.

6. USE, STORAGE AND MAINTENANCE OF A MAYORAL VEHICLE

- 6.1 A Mayoral vehicle shall be used for the Mayor's transport needs.
- 6.2 In case of emergency, a mayoral vehicle may be used for any other official purpose within a reasonable time frame subject to the mayor's consent.
- 6.3 A mayoral vehicle shall also be used for the Mayor's private needs.
- 6.4 There shall be a monthly log sheet for a mayoral vehicle, which will be used for logging the opening mileage at the beginning of each month and closing mileage at the end of the month.
- 6.5 The monthly mileage of a mayoral vehicle shall be limited to a maximum of **10000km** for both private and official trips, and unused mileage will lapse at the end each month.
- 6.6 The Mayor will contribute **25%** of cost for use of a mayoral vehicle in excess of **10000 km** per month, unless excess use is solely for official use backed by a written invitation or programme of the meeting.
- 6.7 The cost of use shall be determined through the Department of Transport tariffs.
- 6.8 A mayoral vehicle shall be driven by the Mayor subject to possession of a valid driving license.

6.9 Councillor may also drive a mayoral vehicle subject to the permission of the Mayor

6.10 A mayoral vehicle may be used for ceremonious and official functions of other organisations including governmental institutions which are deemed befitting attendance by the Mayor or his/her representative or designee.

6.11 A mayoral vehicle shall be insured as part of the municipal fleet.

6.12 A mayoral vehicle shall be maintained as per the vehicle lease agreement if there is any or vehicle specifications.

6.13 A mayoral vehicle shall be in the possession and under the control of the Mayor for 24 hours.

6.14 In the event of a mayoral vehicle being involved in an accident or having major mechanical faults, an independent expert shall be appointed by the Speaker in consultation with the Municipal Manager to conduct an investigation into the causes of and general circumstances pertaining to the damages.

6.15 The independent expert will draw findings and make recommendations with regard to the damages to a mayoral vehicle and submit his or her report to the Speaker.

6.16 If an element of negligence has been proven, an amount equal to the insurance excess in case of a vehicle accident or 10 % of the costs of repairs in case of mechanical faults shall be borne by the Mayor.

7. REPLACEMENT OF A MAYORAL VEHICLE

7.1 A mayoral vehicle will be replaced when it reaches a mileage of 150 000 or three years whichever ever comes first.

7.2 Necessary budgetary provisions shall be made for replacement of a mayoral vehicle.

7.3 Replacement of a mayoral vehicle shall be transacted by the Municipal Manager in compliance with the provisions of this policy.

8. TAXABILITY FOR THE USE OF A MAYORAL VEHICLE AND PAYMENT OF TRAVELLING ALLOWANCE TO THE MAYOR

8.1 For purposes of taxation, the use of a mayoral vehicle will be treated in the same way as the use of company cars in the private sector.

8.2 Any applicable tax deductions arising out of the use of a Mayoral vehicle for private purposes by the Mayor, shall be made on the Mayor's salary as per income tax regulations.

8.3 The Mayor shall receive monthly payment of travelling allowance in terms of the ministerial determination.

9. SECURITY AND SAFEKEEPING OF A MAYORAL VEHICLE

9.1 A mayoral vehicle will be kept in a safe place or parked in a lockable garage at night.

9.2 All security devices fitted on a mayoral vehicle must be activated when the vehicle is parked.

9.3 The safety and security of a mayoral vehicle shall be maintained at all times.

9.4 Any damage or fault on a mayoral vehicle shall be reported to the office of the Municipal Manager for the purpose of effecting repairs as soon as possible.

9.5 Excess arising from insurance claims shall be borne by the Municipality, unless the Council resolves otherwise.

10. COMMENCEMENT

10.1 This Policy will come into effect on the date of adoption by Council.

11. INTERPRETATION OF THIS POLICY

11.1 All words contained in this policy shall have a ordinary meaning attached thereto, unless the definition or context indicates otherwise.

11.2 The dispute on interpretation of this policy shall be declared in writing by any party concerned.

11.3 The Office of the Municipal Manager shall give a final interpretation of this policy in case of written dispute.

11.4 If the party concerned is not satisfied with the interpretation, a dispute may then be pursued with the South African Local Government Bargaining Council.

13. PERMANENT/TEMPORARY WAIVER OR SUSPENSION OF THIS POLICY

12.1 This policy may be partly or wholly waived or suspended by the Municipal Council on temporary or permanent basis.

12.2 Notwithstanding clause No. 12.1 the Municipal Manager may under circumstances of emergency temporarily waive this policy subject to reporting of such waiver or suspension to Council.

14. COMPLIANCE AND ENFORCEMENT

14.1 Violation of or non-compliance with this policy will give a just cause for disciplinary steps to be taken.

14.2 It will be the responsibility of Council to enforce compliance with this policy.

15. AMENDMENT AND/OR ABOLITION OF THIS POLICY

14.1 This policy may be amended or repealed by Council as it may deem necessary.

Date of Approval : _____

Council resolution no.: _____