

AGENDA

Ordinary Council Meeting

on

THURSDAY

25 MARCH 2021

at

09:00



MUNICIPALITY OF SWAKOPMUND



MUNICIPALITY OF SWAKOPMUND

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Ref No 5/2/1/1/2

Enquiries: *Aloysia Kahuika*

17 March 2021

The Mayor and Councillors
Municipality
SWAKOPMUND

Dear Sir / Madam

NOTICE: ORDINARY COUNCIL MEETING

Notice is hereby given in terms of Section 14(1)(c) of the Local Authorities Act of 1992, Act 23 of 1992 as amended, of an **ORDINARY COUNCIL MEETING** to be held:

DATE : THURSDAY, 25 MARCH 2021

**VENUE : COUNCIL CHAMBERS, MUNICIPAL OFFICE BUILDING,
C/O RAKOTOKA STREET AND DANIEL KAMHO AVENUE,
SWAKOPMUND**

TIME : 09:00

**M P C Swarts
ACTING CHIEF EXECUTIVE OFFICER**

AKI-

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6.	<u>INTERVIEWS WITH DEPUTATIONS OR PERSONS SUMMONED OR REQUESTED TO ATTEND THE MEETING OF A COUNCIL</u>							
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7.	<u>PETITIONS</u> None.							
8.	<u>MOTIONS OF MEMBERS</u> None.							
9.	<u>ANSWERS TO QUESTIONS OF MEMBERS OF WHICH NOTICE WAS GIVEN</u> None.							
10.	<u>REPORT OF THE MANAGEMENT COMMITTEE REFERRED TO IN SECTION 26(1) (E) OF THE ACT</u>							
10.1	<u>REPORT TO COUNCIL ON RESOLUTIONS TAKEN BY MANAGEMENT COMMITTEE DURING MARCH 2021</u>							
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11. **RECOMMENDATION OF THE MANAGEMENT COMMITTEE**11.1 **ORDINARY MANAGEMENT COMMITTEE MEETING HELD ON 11 MARCH 2021**

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12. **REPORTS AND RECOMMENDATIONS OF COMMITTEES OR THE CHIEF EXECUTIVE OFFICER**

None.

13. **DRAFT REGULATIONS AND TARIFFS, IF ANY**

None.

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MINUTES

of an **Ordinary Council Meeting** held in the Council Chambers, Municipal Head Office, Swakopmund on **Thursday, 25 February 2021 at 09:00.**

PRESENT:

Councillor L N Kativa	:	Mayor
Councillor D Am-!Gabeb	:	Deputy Mayor
Councillor W O Groenewald	:	Chairperson of MC
Councillor C-W Goldbeck	:	Alternate Chairperson of MC
Councillor P N Shimhanda	:	Member of Management Committee
Councillor B R Goraseb	:	Member of Management Committee
Councillor M Henrichsen	:	Alternate Member of MC
Councillor E Shitana	:	Member of Council
Councillor S Kautondokwa	:	Member of Council
Councillor H H Nghidipaya	:	Member of Council

OFFICIALS:

Mr A Benjamin	:	Chief Executive Officer
Mr M P C Swarts	:	GM: Corporate Service &HC
Mr V S Kaulinge	:	GM: Economic Development Services
Mr C McClune	:	GM: Engineering and Planning Services
Mr H !Naruseb	:	GM: Finance
Mr C Lawrence	:	GM: Health Services & SWM

ALSO PRESENT:

Also present was one (1) member of the Media and (16) sixteen members of the public.

1. **SCRIPTURE READING AND OPENING BY PRAYER**

Mr L C Lawrence opened the meeting with a prayer.

2. **ADOPTION OF THE AGENDA OF THE MEETING OF COUNCIL**

On proposal of Councillor W O Groenewald seconded by Councillor M Henrichsen, it was:

RESOLVED:

That the agenda be adopted.

CO: A GM: CS&HC

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3. **APPLICATIONS FOR LEAVE OF ABSENCE AND DECLARATION OF INTEREST BY MEMBERS OF COUNCIL**

3.1 Application for leave of absence:

None.

3.2 Declaration of interest:

None.

4. **CONFIRMATION OF MINUTES**
(C/M 2020/02/25 - A 2/3/5)

4.1 **MINUTES OF AN ORDINARY COUNCIL MEETING HELD ON 28 JANUARY 2021**

On proposal of Councillor W O Groenewald seconded by Councillor M Henrichsen, it was:

RESOLVED:

CO: A
GM: CS&HC

That the minutes of the Ordinary Council Meeting held on 28 January 2021, be confirmed as correct.

5. **OFFICIAL ANNOUNCEMENTS, STATEMENTS AND COMMUNICATIONS**

(C/M 2021/02/25 - A 2/3/5)

Honourable Councillors, The Chief Executive Officer, Mr. Alfeus Benjamin, General Managers, Managers, Officials, Members of The Media, Ladies and Gentlemen, All Protocol Observed

Good morning and welcome to the council meeting and announcements for the month of February.

Ladies and Gentlemen

First and foremost, I wish to extend a warm welcome to each and every one of you.

During this month, council participated at the following activities:

1. *Briefing of the reptile mineral resources and exploration.*
2. *The information session and launch of the formulation of Swakopmund Micro and Small Business Enterprises Development and Promotion Policy and Strategy.*
3. *Paratus Swakopmund cable landing station progress event.*
4. *ACC: Monitoring & Evaluation On Corruption Risk Mitigation: Integrity Committee.*
5. *Tippy Tab Volunteers Certificate Handover Ceremony.*
6. *In addition, we have various engagements with community members mostly on housing development enquiries.*

Honourable Councillors, Ladies and Gentlemen,

That is all we had for today, thank you for your undivided attention.

We will now continue with our deliberations.

Thank you.

*Louisa Kativa
Mayor*

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6. **INTERVIEWS WITH DEPUTATIONS OR PERSONS SUMMONED OR REQUESTED TO ATTEND THE MEETING OF COUNCIL**

- 6.1 That it be noted that these awards were handed out at a previous occasion by the Honourable Mayor.

7. **PETITIONS**

None.

8. **MOTIONS OF MEMBERS**

None.

9. **ANSWERS TO QUESTIONS OF MEMBERS OF WHICH NOTICE WAS GIVEN**

None.

10. **REPORT OF THE MANAGEMENT COMMITTEE REFERRED TO IN SECTION 26(1) (E) OF THE ACT**

10.1 **REPORT TO COUNCIL ON RESOLUTIONS TAKEN BY MANAGEMENT COMMITTEE DURING JANUARY AND FEBRUARY 2021**

RESOLVED:

CO: A
GM: CS&HC

That the report to Council on resolutions taken by Management Committee during January and February 2021, be approved.

11. **RECOMMENDATIONS BY THE MANAGEMENT COMMITTEE**

11.1 **MANAGEMENT COMMITTEE MEETINGS HELD ON 11 FEBRUARY 2021**

11.1.1 **"CLOUD" SYSTEM AS-WELL AS A FUTURE PLAN TO WORK TOWARDS EASIER ACCESS AND MANAGEMENT FOR THE MUNICIPALITY**

(C/M 2021/02/25 - 2/3/6)

RESOLVED:

GM: CSHC
CEO

- (a) That the presentation presented to the Management Committee by Messrs BCX on the "Cloud" System as-well as a future plan to work towards easier access and management of the Municipal Information Technology Systems, be noted.
- (b) That approval be given for the installation and implementation of Phase 1 of the MS OFFICE 365 Business Standard (29 Users) be implemented at an annual cost of N\$78 517.50.
- (c) That the amount mentioned in (b) above be charged to all Departments Rental: Computer Systems Vote.

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11.1.2 **COUNCIL'S REPRESENTATIVES ON VARIOUS COMMITTEES AND BODIES - 2021**

(C/M 2021/02/25 - A 2/3/1/4)

RESOLVED:

CO: A
GM: CS&HC

That the list of Council's Representatives on Various Committees / Bodies for 2021 (on file), be approved, subject to the amendment on the International Relations Committee to replace the ruling and opposition parties description .

11.1.3 **DISPUTE REGARDING ERF 2843, MONDESA**

(C/M 2021/02/25 - M 6963)

RESOLVED:

M: CS
GM: CS&HC

- (a) That the Build Together application of Mr Raphael Muheua be cancelled because he received a house on Erf 4577, Kuisebmond, Walvis Bay under the Mass Housing Development Programme.
- (b) That the loan and Erf 6963, Mondesa, be allocated to Mr and Mrs J Munee, ID No: 78092910607.
- (c) That should the deed search prove that Mr and Mrs J Munee is not a first time property owner, all transactions between Council and the beneficiary be cancelled and they be ordered to return the erf to Council.

11.1.4 **FEEDBACK: ACTION PLAN APPROVED FOR THE ALLOCATION OF LAND TO DEVELOPERS**

(C/M 2021/02/25 - 14/2/1/2)

RESOLVED:

CO: P
GM: CS&HC

- (a) That Council takes note of the progress made with regard to the execution of the Action Plan approved by Council on 31 May 2018 under item 11.1.25.
- (b) That Council takes note that approval granted by both the Office of the Attorney-General dated 25 August 2020 and subsequently by the Ministry of Urban and Rural Development dated 17 December 2020 stipulates that Council may only enter into joint venture agreements with companies or trusts in terms of Regulation 2 of the Joint Business Venture Regulations, 2001 (GG 2492 of 2001) made in terms of Section 94 of the Local Authorities Act 23 of 1992.
- (c) That Council's resolution passed on 31 May 2018, item 11.1.25 be amended to read that the business entities be converted into trusts or companies for the purpose of entering into joint business ventures and that the following entities replace those allocated land on 31 May 2018:

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	<i>Conversion to a Company</i>	<i>Original Allocation</i>	<i>Township</i>
1	<i>Tapeya Investment Holding (Pty) Ltd</i>	<i>Tapeya Investments</i>	<i>Extension 3</i>
2	<i>Ghetto Assistance Centre (Pty) Ltd</i>	<i>Ghetto Assistance CC</i>	<i>Extension 4</i>
3	<i>Gheron Building Construction (Pty) Ltd</i>	<i>Gheron Building Construction CC and Too Extreme Developers (Pty) Ltd</i>	<i>Extension 38</i>
4	<i>Quintessential Trading and Consultancy (Pty) Ltd</i>	<i>Theofelus Uvanga and Quintessential Trading & Consultancy CC</i>	<i>Matutura Proper</i>

- (d) That Council instructs Messrs Matsi Investment CC to comply with the directive of the Attorney-General and the Ministry of Urban & Rural Development within 21 days and if they refuse, the transaction be cancelled.
- (e) That in future developers be screened to determine their financial capabilities to perform and any other matter Council deemed necessary.

11.1.5

SALES TRANSACTIONS:

- ERF 4675, EXTENSION 13, MONDESA - DRC PROPERTY GROUP (PTY) LTD
- ERF 4679, EXTENSION 13, MONDESA - HW INVESTMENT (PTY) LTD
(C/M 2021/02/25 - M 4675, M 4679)

RESOLVED:

CO: P
GM: CS&HC

That Council condones the granting of 90 days from last party signing the deed of sale to secure the purchase prices for the following two transactions:

<i>Erf Number</i>	<i>Purchaser</i>	<i>Size</i>
<i>Erf 4675, Mondesa</i>	<i>DRC Property Group (Pty) Ltd</i>	<i>10 148m²</i>
<i>Erf 4679, Mondesa</i>	<i>HW Investment (Pty) Ltd</i>	<i>11 343m²</i>

11.1.6

40/40 PROJECT: APPROVAL OF SMALL CONTRACTORS TO REPLACE NON-PERFORMING CONTRACTORS

(C/M 2021/02/25 - 14/2/1/2)

RESOLVED:

M: CS
GM: CS&HC

- (a) That Council takes note of the list (on file) of previously approved small contractors who submitted their voter's cards.
- (b) That Council approves and endorses the new applicants as per the list (on file) who submitted proof of residence.
- (c) That Council endorses the previous resolution which gives preference to the small contractors in Swakopmund to replace the current non-performing contractors.

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11.1.7 REITERVEREIN SWAKOPMUND: SIZE AMENDMENT OF LEASE AREA

(C/M 2021/02/25 - 19.03.08.1307, E 10035)

RESOLVED:CO: P
GM: CS&HC

- (a) That Council takes note that the correct size of the lease portion of land used as country track, park for hosting events and training is 78 855m² and not ±21 500m² as per points (a), (b) and (e) (vii) of Council's decision passed on 28 May 2020 under item 11.1.3.
- (b) That the annual lease tariff remains as approved by Council on 28 May 2020 under item 11.1.3 as it was not determined on the size of the lease portion of land, but on the lessee being a club.

11.1.8 EXTENSIONS OF MASS HOUSING PROJECT TO WHICH SERVICES WERE INSTALLED: ERVEN ZONED OTHER THAN "SINGLE RESIDENTIAL"

(C/M 2021/02/25 - 14/2/1/2)

RESOLVED:CO: P
GM: CSHC

- (a) That approval be obtained from the Ministry of Urban & Rural Development to sell by closed bid the following erven zoned other than "Single Residential" at an upset price of N\$156.00/m²:

Extension 6, Matutura - Annexure "A" (on file)

	Erf No	Size	Zoning
1	1008	1 390	Local Business
2	1009	1 418	Local Business
3	1010	7 740	General Business
4	1011	1 717	General Business
5	1012	1 714	General Business
6	1013	1 711	General Business
7	1014	1 661	General Business
8	1015	5 197	General Business
9	1016	1 468	Local Business
10	1017	1 480	Local Business
11	1018	2 093	Local Business
12	1019	1 360	Local Business
13	1020	1 390	Local Business
14	1021	1 949	Local Business
15	1143	4.2347	Institutional Council resolution of 28 May 2020 to call for proposals.
16	1090	4 243	General Residential 2

Extension 12, MMatutura - Annexure "B" (on file)

	Erf No	Size	Zoning
1	2651	1 486	Local Business
2	2502	2 213	Institutional
3	2560	5 966	General Residential 1
4	2561	2 225	General Residential 1
5	2628	3 263	General Residential 1

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Extension 27, Swakopmund - Annexure "C" (on file)

	Erf No	Size	Zoning
1	7246	1 143	<i>Institutional</i>
2	7361	573	<i>Institutional</i>
3	7472	3 502	<i>Institutional</i>
4	7490	720	<i>Institutional</i>
5	7471	5 310	<i>General Residential 2</i>

Extension 29, Swakopmund - Annexure "D" (on file)

	Erf No	Size	Zoning
1	7891	1 993	<i>Institutional</i> <i>Being leased by Eagle Christiaan Centre</i>
2	7892	1 471	<i>General Business</i>
3	7979	762	<i>General Business</i> <i>Allocated by Council on 25 Jan 2018 for sale by private treaty.</i>
4	7980	750	<i>General Business</i> <i>Allocated by Council on 25 Jan 2018 for sale by private treaty.</i>
5	8024	598	<i>Institutional</i>
6	8085	602	<i>Institutional</i>

Extension 31, Swakopmund - Annexure "E" (on file)

	Erf No	Size	Zoning
1	8570	1 0652	<i>Institutional</i>
2	8465	2 167	<i>General Business</i>
3	8468	1 166	<i>General Business</i>
4	8469	1 291	<i>General Business</i>
5	8470	705	<i>General Business</i>
6	8442	2 989	<i>General Business</i>
7	8441	2 088	<i>General Business</i>
8	8440	1 424	<i>General Business</i>
9	8553	2 588	<i>General Residential 2</i>

Extension 37, Swakopmund - Annexure "F" (on file)

	Erf No	Size	Zoning
1	9603	2 947	<i>Institutional</i>
2	9456	5 566	<i>General Residential</i>

- (b) That the erven zoned for "*Business*" and "*General Residential*" purposes be sold by closed bid at an upset price of N\$156.00/m² as and when determined by the General Manager: Corporate Services & Human Capital.
- (c) That development proposals be called for the erven zoned "*Institutional*" subject to the conditions prescribed in Council's Property Policy.
- (d) That prior to every sale, the Engineering & Planning Services Department confirms whether the erven are unoccupied by informal dwellings.

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11.1.9 **REQUEST FOR PERMISSION TO HOST MISS PALM BEACH IN SWAKOPMUND**

(C/M 2021/02/25 - G 3/10/2)

RESOLVED:

GM: EDS

- (a) That permission be granted to Messrs Alpha Event & Marketing cc to host the Miss Palm Beach at the Parking area at the Tennis Court on 23 - 26 December 2021 between 08 am and 8pm subject to the following conditions:
- (i) That the following rental be charged:
 1. Refundable Deposit = N\$ 4,936.95
 2. Rental Fees x 1 day = N\$1,021.20 (VAT incl)
 - (ii) That noise be restricted to the immediate surrounding area (i.e. 85 Decibels) and upon any complaints of noise pollution or misbehaviour, the approval be terminated.
 - (iii) That applicant submits proof before the event commenced on 23 December 2021 of having enlisted the services of a security to control visitors when they enter or leave the premises, event management plan & layout.
 - (iv) That Messrs Alpha Event & Marketing cc indemnify Council against any claims in respect of damages to property or injury to people, which might arise from the event
 - (v) That the event organizers restore the parking areas at tennis courts to its normal state after the event.
 - (vi) That in the event where the COVID-19 pandemic still prevailing, the applicant ensure that all health protocols are adhered to.
- (b) That Messrs Alpha Event and Marketing be responsible to liaise with Erongo RED for their electricity connection and requirements for the event at their own costs.
- (c) That Messrs Alpha Event and Marketing be responsible for sourcing for additional ablution facilities if required at their own costs.
- (d) That Messrs Alpha Event and Marketing cc 's request to host Miss Palm Beach for a period of 10 years only be considered after the evaluation of the event.
- (e) That Messrs Alpha Event and Marketing organizers directly approaches possible stakeholders such as the Namibian Police and Swakopmund Neighborhood Watch, for any required services or assistance during the event.
-

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11.1.10 **REQUEST FOR EXTENSION OF SPECIAL RATES AT THE SWAKOPMUND MUNICIPAL REST CAMP**

(C/M 2021/02/25 - 14/2/7/1/14)

RESOLVED:

GM: EDS

That Council approves the extension of special rates offered at the Swakopmund Municipal Rest camp (SMRC) from 1 March 2021 to 30 June 2021 according to the rates below:

Unit Type	Current Rate	Proposed COVID-19 Rate	% Discount
Fish	N\$ 562.00	N\$ 350.00	37.72%
Gecko	N\$ 652.00	N\$ 400.00	38.65%
Welwitschia	N\$ 681.00	N\$ 400.00	41.26%
Dune	N\$ 903.00	N\$ 500.00	44.63%
Dune A	N\$ 846.00	N\$ 500.00	40.90%
Spitzkoppe	N\$ 947.00	N\$ 550.00	41.92%
Brandberg A	N\$ 1 058.00	N\$ 700.00	33.84%
Brandberg B	N\$ 1 225.00	N\$ 750.00	38.78%
Moon Valley	N\$ 1,336.00	N\$ 850.00	36.38%

11.1.11 **REQUEST TO USE THE MUNICIPALITY BUNGALOWS AS QUARANTINE FACILITIES FOR COVID 19 PANDEMIC**

(C/M 2021/02/25 - 14/2/7/1/4)

RESOLVED:

GM: EDS

- (a) That Council approves the request from the Ministry of Health and Social Services, Erongo Regional Directorate to release 25 rest houses at the Swakopmund Municipal Rest Camp at the discounted rate indicated below:

Unit Type:	Current Rate	Proposed Rate per day
Brandberg A	N\$1 058.00	N\$353.00

- (b) That the Ministry be requested to settle outstanding amounts related to the use of the bungalows before the 25 bungalows are handed over to them.
- (c) That the Municipality be responsible for providing beddings, cleaning materials, toilet papers, and attend to minor wear and tear.
- (d) That the Ministry of health be responsible for providing the following services:
- (i) Clean and disinfect rest houses after vacated by tenants
 - (ii) Maintenance works
 - (iii) Provision of laundry services (rooms and the surroundings),
 - (iv) Keeping record of all the contents in the rest houses, such as furniture, beddings and kitchenette by way of an inventory that should be checked and verified before and after the arrival and departure of occupants
 - (v) That Council provides training to bungalows staff on the effective use of PPE
 - (vi) Twice a week emptying of waste bins
 - (vii) Disinfection of all rest houses before cleaning
 - (viii) Be responsible for all the contents in the rest houses, such as furniture, beddings and kitchenette

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11.1.12 **APPLICATION FOR RELAXATION OF STREET BUILDING LINES ON ERF 2207, MONDESA**

(C/M 2021/02/25 - M 2207)

RESOLVED:

GM: EPS

That the application to partially relax street building lines on Erf 2207, Mondesa from 3m to 1.5m and subsequently setting the firewall at 0m not be supported.

11.1.13 **GRIEVANCE FOR WRONGFUL DEBIT ON MUNICIPAL ACCOUNT 70194900030 ERF 1949 FOR THE PERIOD OF 2014 TO 2020**

(C/M 2021/02/25 - 14/2/8/2)

RESOLVED:

GM: HSSWM
GM: F

- (a) That Council approves the refund of the difference in levy that would have been charged for servicing of only one refuse bin since 2014 and that the account of Messrs Anton GB & E.G be credited with the difference, in the amount of N\$7 240.40.
- (b) That Council accepts a policy to only amend the levies charged for removal of waste as from the date of notification and that backdated refunds not to be considered.

11.1.14 **TRANSFER OF ERF 2116, MATUTURA (EXT 10) TO FILLEMEON N NAMWEYA AND EVA NAMWEYA**

(C/M 2021/02/25 - 2116 M)

RESOLVED:

GM: EDS

That the Council approves the transfer of Erf 2116, Matutura to Mr and Mrs Namweya in line with the Minister of Urban and Rural Development's letter dated 09 November 2020.

11.1.15 **WRITING-OFF OF REDUNDANT ITEMS AT THE HEALTH SERVICES & SOLID WASTE MANAGEMENT DEPARTMENT**

(C/M 2021/02/25 - 16/2/6/1)

RESOLVED:

GM: HSSWM
CO: A
GM: CS&HC

- (a) That the Council takes note of the listed redundant items:

No.	Description of Items	Serial Number	Status
1.	2 x Toilet bush holders	N/A	Good
2.	1 x LG TV Monitor	009SK01281	Good
3.	1 x Wall-Mounted TV Stand	N/A	Good
4.	1 x LG Video Cassette Recorder (VCR)	GC290SW	Good
5.	1 x HP Office Jet Pro 8100	CN25SBQ14N	Broken
6.	54x Videocassettes(Health Education)	N/A	Good / Obsolete
7.	HP Office Jet 7612 Photocopy Machine	CN8274R090	Broken
8.	1 x Elegance Quartz (Electric) Heater	Model No. EL-12	Broken
9.	1 x Urn (Electric Water Boiler)	KLY-D200A2-1	Broken

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- (b) That the listed redundant items be auctioned at the next upcoming auction.
- (c) That the Chief Executive Officer and the Chairperson of the Management Committee determine the upset prices for the listed redundant items.

11.1.16 ERONGO RED: MANDATE FOR COUNCIL'S REPRESENTATIVES: ANNUAL GENERAL MEETING: 23 MARCH 2021 AND THE SPECIAL SHAREHOLDERS MEETING TO BE HELD ON 26 FEBRUARY 2021
(C/M 2021/02/25 - 11/1/4/17)

RESOLVED:

CEO

- (a) That the mandate given to the Chief Executive Officer to represent Council at the Erongo RED Annual General Meeting together with the Chairperson of the Management Committee on 23 March 2021, in Walvis Bay, be approved.
- (b) That the mandate be condoned for the matters as set out in the table below for the Annual General Meeting:

		For	Against	Abstain
1.	To approve the minutes of the previous AGM held on 31 July 2020	√		
2.	To receive, consider and adopt the Annual Financial Statements of Erongo RED for the year ended 30 June 2020	√		
3.	To receive and note the Finance Report	√		
4.	To confirm dividends declared for the year ended 30 June 2020	√		
5.	To appoint/confirm appointment of Auditors Ernst & Young	√		
6.	Appoint / confirm appointment of Directors in terms of the Shareholders agreement	√		

- (c) That the mandate to the Chairperson of Management Committee, Councillor W O Groenewald to represent Council's at the Erongo RED Special Shareholders Meeting together with the Chief Executive Officer, Mr A Benjamin to be held on 26 February 2021, in Walvis Bay, be approved.
- (d) That the mandate be condoned for the matters as set out in the table below for the Special Shareholders Meeting:

		For	Against	Abstain
1.	To discuss, approve and resolve on Shareholder representation on Erongo RED Board and or appointment of Directors	√		
2.	To resolve to vary or amend Clause 4.3.1 of the Shareholders agreement	√		

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11.1.17 **INFORMATION REQUESTED ON THE OPERATIONS OF THE LAW ENFORCEMENT TRAFFIC SECTION - SWAKOPMUND MUNICIPALITY**

(C/M 2021/02/25 - 8/1/1)

RESOLVED:

GM: EDS

- (a) That Council takes note of the operations of the Law Enforcement Traffic Section.
- (b) That the General Manager: Economic Development Services follows up on the progress made on the draft Traffic By- Law with feedback to Management Committee.

11.1.18 **SALE OF ERF 5002, SWAKOPMUND - APPLICATION FOR EXTENSION OF TIME TO PAY THE PURCHASE PRICE**

(C/M 2021/02/25 - E 5002)

RESOLVED:

CO: P
GM: CS&HC

- (a) That Council approves the application by Ane's Guest House CC trading as Atlantic Villa Guest House for an extension of the due date until 02 August 2021, to secure the purchase price of Erf 5002, Swakopmund, subject to:
- (i) payment of occupational rent of N\$8 900.00 per month from 01 February 2021;
 - (ii) payment of the monthly rates and taxes from 22 January 2020; and
 - (iii) payment of 10.25% interest per annum on the purchase price calculated from 22 January 2020 (excluding the lock down periods).
- (b) That Ane's Guest House cc trading as Atlantic Villa Guest House be informed that interest calculated from 22 January 2020 until 02 August 2021 in terms of the deed of sale amounts to N\$116 004.16.
- (c) That an extension of time to perform be granted if the rates and taxes are paid up to date on / before Friday, 26 March 2021.
- (d) That no further extensions will be granted.

11.1.19 **ALLOCATION OF EXTENSION 25: CORRECTION OF NUMBER OF ERVEN ALLOCATED**

(C/M 2021/02/25 - 14/2/1/2)

RESOLVED:

CO: P
GM: EPS
GM: CS&HC

- (a) That point 1.1.4.2 of Council's resolution passed on 31 May 2018 under item 11.1.25 be amended as indicated below to ensure that the developers:
- return 30% (52 erven) (instead of 40%) of the 173 "Single Residential" erven to be serviced by them, to Council;
 - that the developers service 7 "General Business" erven and return 3 (including Erf 6683), the developers retain 4;

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- that the developers service the 3 "General Residential 2" erven and return Erf 6647 to Council.

- (b) That the Engineering and Town Planning Services Department confirms whether the following erven located in the serviced part of Extension 25 are vacant and available for sale and or allocation as social housing:

Single Residential	=	115
General Business	=	6 (of which two were sold to political parties)
Institutional	=	1

- (c) That the occupation status of the erven under point (b) be resubmitted to Council to consider the future sale and or allocation of these erven.

11.1.20 ERONGO RED BOARD OF DIRECTORS
(C/M 2021/02/25 - 11/1/4/17)

RESOLVED:

CEO

That this item be referred back to the Management Committee.

11.1.21 DR RAIMO NAANDA: DEMAND FOR COUNCIL TO SETTLE LEGAL COST FOR ERF 10038, EXTENSION 15, SWAKOPMUND
(C/M 2021/02/25 - E 10038)

RESOLVED:CO: P
GM: CS&HC

- (a) That the application of Dr Raimo Naanda for Council to settle his legal costs, due to Messrs Angula Co. Inc. for legal advice and to write a letter to Council not be approved because in terms of the conditions approved by Council on 31 August 2016, item 11.1.5 point (a) (ix) all costs incurred is for the account of the applicant.
- (b) That Dr Raimo Naanda confirm within 5 (five) days of accept of this transaction whether he intends to continue with the purchase unconditionally, failing which the transaction is terminated.

11.1.22 REQUEST FOR TRANSFER OF FUNDS FOR THE PURCHASE OF 3000 ORANGE MOBILE REFUSE CONTAINERS
(C/M 2021/02/25 - 14/2/8/2)

RESOLVED:GM: HSSWM
GM: F

- (a) That permission be granted to the General Manager: Health Services and Solid Waste Management to utilize the savings on Vote: 700031006100, Purchasing of 2 Refuse Compactor Vehicle trucks, to the amount of N\$2 328 812.82 to procure two thousand (2 000) orange mobile refuse containers.
- (b) That the funds in (a) be transferred to Vote: 700031006300 for the purpose of procuring 2000 orange refuse bins.

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13. **DRAFT REGULATIONS AND TARIFFS, IF ANY**

None.

The meeting adjourned: **09.58**

Minutes to be confirmed on: **25 March 2021**

Councillor L N Kativa
MAYOR

A Benjamin
CHIEF EXECUTIVE OFFICER

11. RECOMMENDATIONS OF THE MANAGEMENT COMMITTEE MEETING HELD ON 11 MARCH 2021

10. REPORT TO COUNCIL ON RESOLUTIONS TAKEN BY PREVIOUS MANAGEMENT COMMITTEE MEETING HELD DURING MARCH 2021

10 (A) MINUTES OF THE MANAGEMENT COMMITTEE MEETING HELD ON 11 MARCH 2021

2. CONFIRMATION OF MINUTES
(M/C 2021/03/11 - 5/2/1/1/2)

2.1 MINUTES OF THE ORDINARY MANAGEMENT COMMITTEE MEETING HELD ON 11 FEBRUARY 2021

On proposal of Councillor B R Goraseb on and seconded by Councillor C-W Goldbeck it was:

RESOLVED:

CO: A
GM: CS&HC

That the Minutes of the Ordinary Management Committee meeting held on 11 February 2021 be confirmed as correct.

2.2 MINUTES OF THE SPECIAL MANAGEMENT COMMITTEE MEETING HELD ON 19 FEBRUARY 2021

On proposal of C-W Goldbeck on and seconded by Councillor B R Goraseb it was:

RESOLVED:

CO: A
GM: CS&HC

That the Minutes of the Special Management Committee meeting held on 19 February 2021 be confirmed as correct.

7.1 AGRI INDUSTRIAL PARK - SWAKOPMUND
(M/C 2021/03/11 - 16/1/4/2/1/13)

GM: HS&SWM

RESOLVED:

That Messrs We-Agri Ltd be invited for a presentation on a date to be determined by the Chief Executive Officer.

7.4 PLAN OF ACTION - FIRE BRIGADE VEHICLES

(M/C 2021/03/11 - 4/2/4/1/2/1)

GM: EDS

RESOLVED:

That this item be referred back and that the General Manager: Economic Development Services resubmit a more comprehensive Plan of Action to the next Management Committee meeting.

7.6 AFRICAN HERBS GREEN PROJECT PROPOSAL

(M/C 2021/03/11 - 5/2/1/2/3)

GM: HS & SWM

RESOLVED:

That Council rejects the proposed project on the bases that the project is not in line with Council's vision regarding the Tamariskia Sewage Treatment Plant.

7.17 FEEDBACK: IMPLEMENTATION OF IPSAS REPORTING STANDARDS

(M/C 2021/03/11 - 3/3/2/2)

GM: F

RESOLVED:

That the feedback report regarding the implementation of IPSAS Reporting Standards be noted.

8.1 SEWERAGE RESPONSE ACTION PLAN

(M/C 2021/03/11 - 16/2/4/1)

GM: EPS

RESOLVED:

That the Sewerage Response Action Plan be noted.

8.3 REQUEST TO COLLECT BEACH STONES FROM THE SWAKOPMUND BEACH

(M/C 2021/03/11 - 16/1/1)

GM: ES

RESOLVED:

- (a) That the Management Committee do not consider or approve the application.
- (b) That a formal response letter be forwarded to the applicant from the office of the General Manager Engineering & Planning Service with the decision taken by the Management Committee.

8.5 **PRIVATE TREATY APPLICATION: EXTENSION 14 ERVEN**

(M/C 2021/03/11 - E 4935; E 4995, E 4996, E 4997, E 4998, E 4999, E 5000, E 5001, E 5003, E 5004, E 5005, E 5006, E 5007, E 5008, E 5009, E 5010, E 5011, E 5012, E 5013)

RESOLVED:

CO: P
GM: CS&HC

- (a) That Council accepts the application by Hakuna Matata Real Estate CC on condition that proof of their financial ability to purchase the erven from Council be provided.
- (b) That a separate submission be tabled regarding the purchase price and conditions of sale for the 19 erven by private treaty sale.

8.7 **PROPOSAL FOR PARTNERSHIP TO ACQUIRE AND DEVELOP AN INSTITUTIONAL LAND FOR A RESEARCH CENTER**

(M/C 2021/03/11 - 5/2/4/5)

RESOLVED:

CO: P
GM: CS&HC

That the Management Committee invites the International University of Management to present their proposal for the establishment of a Research Centre.

9.1 **INDUCTION WORKSHOP FOR LOCAL AUTHORITY COUNCILLORS AND CHIEF EXECUTIVE OFFICER**

(M/C 2021/03/11 - 5/1/4)

RESOLVED:

CO: P
GM: CS&HC

- (a) That approval be granted for all 10 Councillors and the Chief Executive Officer to attend the Induction Workshop, scheduled to take place from 15-19 March 2021 as per the table below:

SUMMARY OF EXPENDITURE					
Item	Lunch Tariff (1x350.00)	Overnight Allowance (5x750.00)	Accommodation (5x750.00)	Transport Cost (N\$3.80/Km)	Total
Cllr. Louisa Kativa	N\$350.00	N\$3750.00	N\$3750.00	-	N\$7850.00
Cllr. David Am!gabeb	N\$350.00	N\$3750.00	N\$3750.00	-	N\$7850.00
Cllr. Wilfried Groenewald	N\$350.00	N\$3750.00	N\$3750.00	N\$2337.00	N\$10,187.00
Cllr. Claus-Werner Goldbeck	N\$350.00	N\$3750.00	N\$3750.00	-	N\$7850.00
Cllr. Matthias Henrichsen	N\$350.00	N\$3750.00	N\$3750.00	-	N\$7850.00
Cllr. Erkkie Shitana	N\$350.00	N\$3750.00	N\$3750.00	-	N\$7850.00
Cllr. Petrus Shimhandu	N\$350.00	N\$3750.00	N\$3750.00	-	N\$7850.00
Cllr. Blasius Goraseb	N\$350.00	N\$3750.00	N\$3750.00	-	N\$7850.00
Cllr. Suamma Kautondokwa	N\$350.00	N\$3750.00	N\$3750.00	-	N\$7850.00
Cllr. Hafeni H Nghidipaya	N\$350.00	N\$3750.00	N\$3750.00	-	N\$7850.00
Mr. Alfeus Benjamin	N\$350.00	N\$3750.00	N\$3750.00	N\$2337.00	N\$10,187.00
TOTAL EXPENDITURE ON SUBSISTANCE AND EVENT COSTS				-	N\$91,024.00

- (b) That subsistence and traveling allowance at a total of N\$86 350.00 be defrayed from the Council's Conference Expenses Vote 101015505500 where N\$440 558.55 is available.

9.2 **SOUTHERN AFRICA ASSOCIATION FOR MANAGERS & LEADERS**
(M/C 2021/03/11 - 4/P)

M:HC
GM: CS&HC

RESOLVED:

- (a) That Management Committee approves the payment of N\$24 300.00 towards Corporate membership of Southern Africa Association for Managers & Leaders.
 - (b) That the cost be defrayed from Council's Membership & Subscription Fees Vote, where N\$220 000.00 is available.
 - (c) That the General Managers nominate 2 persons per their department in the Paterson Bands C4 & C5 to form part of the additional 10 individual memberships for employees.
-

11. **RECOMMENDATIONS BY THE MANAGEMENT COMMITTEE**
- 11.1 **MANAGEMENT COMMITTEE MEETING HELD ON 11 MARCH 2021**
- 11.1.1 **ERONGO RED BOARD OF DIRECTORS**
(C/M 2021/03/25 - 11/1/4/17)

Ordinary Management Committee Meeting of 11 March 2021, Addendum 7.2 page 20 refers.

A. The following item was submitted to the Management Committee for consideration:

Count on 25 February 2021, under item 11.1.20 resolved as follows:

That this item be referred back to the Management Committee.

Council on 28 May 2020, under item 11.1.14 (b) amongst others, resolved:

(a) *That*

(b) *That the following representatives and alternates represents Council as non-executive members on the Board of Directors of Erongo RED:*

	<i>Director</i>	<i>Alternate</i>
1.	<i>Mr Econia Petrus</i>	<i>Mr Paul Rooi</i>
2.	<i>Ms Elizabeth Manga</i>	<i>Ms Connie Basson</i>

Role of the Board of Directors

1. Approve, monitor and provide guidance on the strategic planning process. The Chief Executive Officer and the senior management team will have direct responsibility for the ongoing strategic planning process and the establishment of long term goals for the Corporation, which are to be reviewed and approved not less than annually by the Board of Directors. The Board will provide guidance to the Chief Executive Officer and senior management team on the Corporation's ongoing strategic plan. The Board will establish annual performance objectives against which to measure corporate and executive performance. Based on the reports from the Chief Executive Officer, the Board will monitor the success of management in implementing the approved strategies and goals.
2. Identify the principal risks of the Corporation's business and use reasonable steps to ensure the implementation of appropriate systems to manage these risks, and attempting to achieve a proper balance between the risks incurred and the potential return to shareholders.
3. Delegate to the Chief Executive Officer the authority to manage and supervise the business of the Corporation, including making of all decisions regarding the Corporation's operations that are not

specifically reserved to the Board of Directors under the terms of that delegation of authority. Determine what, if any, executive limitations may be required in the exercise of the authority delegated to management, and in this regard approve operational policies within which management will operate.

4. Take reasonable steps to ensure the Corporation has management of the highest calibre. The Board of Directors will satisfy itself that executive compensation is linked appropriately to corporate performance. This responsibility is carried out primarily through the appointment of the Chief Executive Officer as the Corporation's business leader. The Board will assess, on an ongoing basis, the Chief Executive Officer's performance against criteria and objectives established by the Board from time to time. The Board will also use reasonable steps to ensure that the Chief Executive Officer has in place adequate programs to recruit, retain, develop and assess the performance of senior management.
5. Approve the Corporation's annual financial plans.
6. Oversee the integrity of the Corporation's internal control and management information systems.
7. Ensure that the Chief Executive Officer and the senior officers maintain and monitor compliance with the Corporation's Code of Business Conduct by all employees of the Corporation.
8. Approve the Corporation's communications policy. The Board of Directors will monitor the policies and procedures that are in place to provide for effective and timely communication by the Corporation with its shareholders, the Board and with the public generally, including effective means to enable shareholders to communicate with senior management and the Board. The Board will also monitor the policies and procedures that are in place to maintain a strong, cohesive and positive image of the Corporation with shareholders, the oil and gas industry, governments and the public generally. The Board will put in place the appropriate measures for the receipt of shareholder feedback.
9. Require that the Board be kept informed of the Corporation's activities and performance and take appropriate action to correct inadequate performance.
10. Provide for the independent functioning of the Board of Directors. The Board will put in place appropriate procedures to enable the Board to function independently of management at such times as is desirable.
11. Require the individual directors to be prepared for each Board of Directors and Committee meeting by having read the reports and background materials provided for the meeting and to maintain an

excellent Board of Directors and Committee meeting attendance record (the target is 100%).

12. Consultation with representatives of the Shareholders before a Board of Directors meeting is essential.
13. Feedback by the individual Directors after each Board of Directors meeting is very important to keep the shareholders well-informed of the latest developments.

Timing and Location of Board Meetings, and Time Commitment

The board normally meets as the occasion requires. Meetings take place as indicated per notice with at least one sitting per year.

Remuneration

The board determines the level of remuneration paid to its members within any limitations imposed by shareholders.

Sitting Fees for main Board meeting attendance shall be:

- N\$5 352.00 and N\$8 486.00 (Chairperson) per sitting plus traveling at N\$7.50/km & accommodation at N\$800.00 per night if applicable.

Sitting Fees for Board subcommittee meeting attendance shall be:

- N\$2 648.00 and N\$3 956.00 (Chairperson)

Committee Involvement

Board committees are formed when it is efficient or necessary to facilitate effective decision-making. The board's present standing committees are the audit, remuneration and nomination committees.

Confidentiality

All information acquired during appointment is confidential to the Company and should not be disclosed either during your appointment or following termination (by whatever means) to third parties except as permitted by law and with prior clearance from the Chairman.

Attached, the Shareholders Agreement between Erongo RED and Swakopmund Municipality.

The Management Committee on 11 February 2021, under item 7.3 recommended as follows:

(a) *That Council approves the replacement of the current appointed Directors on the board with the following members of Public:*

- *Mr Econia Petrus be replaced with Mr Martin Tjipita and Mr Edwin Tjiriange as the alternate.*

- *Ms Elizabeth Manga be replaced with Mr Sam Januarie and Ms Demeon Keulder as the alternate.*

(b) *That these replacements be effected immediately.*

(c) *That the Current appointed directors on the board for Swakopmund Municipality be informed accordingly.*

Attachments:

- *"ANNEXURE A" the submission and motivation submitted by Councillor B Goraseb.*
- *"ANNEXURE B" the Shareholders Agreement between Erongo RED and Swakopmund Municipality, for information in terms of the appointment of the Board of Directors.*

B. After the matter was considered, the following was:-

RECOMMENDED:

(a) **That Council approves the replacement of the current appointed Directors on the board with the following members of Public:**

- *Mr Eiconia Petrus be replaced with Mr Martin Tjipita and Mr Edwin Tjiriange as the alternate.*
- *Ms Elizabeth Manga be replaced with Mr Sam Januarie and Ms Demeon Keulder as the alternate.*

(b) **That these replacements be effected immediately.**

(c) **That the current appointed directors on the board for Swakopmund Municipality be informed accordingly.**

ANNEXURE A

Proposal from
Council

MC ADDENDUM NO 7.3
11 February 2021

ERONGORED BOARD OF DIRECTORS**BACKGROUND**

The Swakopmund Municipality holds 28.49% shareholding in Erongo RED, which makes it the second largest shareholder after Walvis Bay Municipality. In terms of the shareholder agreement that Swakopmund Municipality is entitled to appoint two (2) members and their alternates to the board of Erongo RED. The previous council appointed the current board members on 28 May 2020.

PURPOSE

Erongo RED is a key stakeholder in the provision of electricity and related services in Swakopmund, as such membership to the Erongo RED board is of primary importance. The criteria used by the previous council to appoint board members is unknown, and the purpose of the memo is to propose that board members be appointed on the basis of meritocracy, based on the value they can add to the organisation.

The following candidates were identified and are suitable for appointment to the Erongo RED board.

Mr Martin Tjipita

Mr Tjipita is the current Managing Director of Northriver Resources (Namib Lead and Zinc Mine), prior to that he was Mine Manager and CEO of Imerys Gecko Graphite Mine, and former General Manager Operations of Rossing Uranium. He holds a MComm in Programme Management, Executive Development Programme and various other qualifications in Project Management.

Mr Sam Januarie

Mr Sam Januarie is a Senior Human Resources professional. He holds an Executive Masters Degree in Business Administration from UCT, Master of International Business from University of Marconi Italy, and various accolades in the HR discipline.

Ms Desmeon Keulder is an Investment Analyst with strong corporate financial background, she holds a Masters Degree in Business leadership from the University of South Africa.

Mr Edwin Tjiriange

Mr Edwin Tjiriange is a Mechanical Engineer with sound Asset Management expertise, he holds a BTech in Mechanical Engineering, Executive Development Programme from University of Stellenbosh and a wealth of experience in the corporate world.

RECOMMENDATION

It is therefore recommended that council resolution of 28 May 2020 be repealed and that current Directors and their Alternates be replaced as follows:

- Mr Eiconia Petrus be replaced with Mr Martin Tjipita and Mr Edwin Tjiriange as Alternate
- Ms Elizabeth Manga be replaced with Mr Sam Januarie and Ms Demeon Keulder as Alternate
- That these replacements be effected immediately.

The proposed appointment of directors will strengthen and add value to the operations of Erongo RED, and alleviate the shortage of ethical and effective leadership and prudent administration.

I thank you

SHAREHOLDERS' AGREEMENT

BETWEEN

**ERONGO REGIONAL COUNCIL
MUNICIPAL COUNCIL OF HENTIES BAY
MUNICIPAL COUNCIL OF KARIBIB
MUNICIPAL COUNCIL OF OMARURU
MUNICIPAL COUNCIL OF SWAKOPMUND
MUNICIPAL COUNCIL OF USAKOS
MUNICIPAL COUNCIL OF WALVIS BAY
NAMPOWER
TOWN COUNCIL OF ARANDIS
VILLAGE COUNCIL OF UIS
ERONGO RED**

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First National Bank of Namibia Limited
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Amas
MANAGER CORPORATE BUSINESS

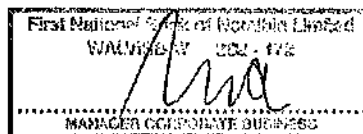
Shareholders' Agreement

ERONGO RED

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GESEHTIFISEER 'N WARE AFSKRIF



Shareholders' Agreement

ERONGO RED

AGREEMENT

entered into between

ERONGO REGIONAL COUNCIL, a juristic person in terms of the Regional Councils Act, herein represented by **LINUS //GAROE**B in the capacity of chief regional officer and duly authorised thereto by council resolution dated 2 December 2005 (hereinafter referred to as "ERC")

and

MUNICIPAL COUNCIL OF HENTIES BAY, a juristic person in terms of the Local Authorities Act, herein represented by **PIETER LUDWIG GURIRAB** in the capacity of chief executive officer and **COUNCILLOR MONICA //ARESES** in the capacity of chairperson of the management committee, both duly authorised thereto by council resolution 071 dated 14 September 2005 (hereinafter referred to as "MHB")

and

MUNICIPAL COUNCIL OF KARIBIB, a juristic person in terms of the Local Authorities Act, herein represented by **EDWARD HEIKKI HASHEELA** in the capacity of chief executive officer and **COUNCILLOR KAROOLS SWARTZ** in the capacity of chairperson of the management committee, both duly authorised thereto by council resolution dated 17 August 2005 (hereinafter referred to as "MK")

and

MUNICIPAL COUNCIL OF OMARURU, a juristic person in terms of the Local Authorities Act, herein represented by **JOHANNES XOAGUB** in the capacity of chief executive officer and **COUNCILLOR LUCRESIA JERIKOMBA KONGORO** in the capacity of chairperson of the management committee, both duly authorised thereto by council resolution dated 2 August 2005 (hereinafter referred to as "MO")

and

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GESERTIFISEER 'N WARE AF SKRIF

First National Bank of Botswana Limited
WACHOBB Botswana
Anna
MANAGER CORPORATE BANKING

Shareholders' Agreement

ERONGO RED

MUNICIPAL COUNCIL OF SWAKOPMUND, a juristic person in terms of the Local Authorities Act, herein represented by **ECKART ULRICH WILHELM DEMASIUS** in the capacity of chief executive officer and **COUNCILLOR GERMINA NDAPUA SHITALENI** in the capacity of chairperson of the management committee, both duly authorised thereto by council resolution dated 17 August 2005 (hereinafter referred to as "MS")

and

MUNICIPAL COUNCIL OF USAKOS, a juristic person in terms of the Local Authorities Act, herein represented by **ALFRED MUSHOKOBANGI MATOMOLA** in the capacity of acting chief executive officer and **COUNCILLOR DANIEL ANDRIES STRAMISCH** in the capacity of chairperson of the management committee, both duly authorised thereto by council resolution dated 7 July 2005 (hereinafter referred to as "MU")

and

MUNICIPAL COUNCIL OF WALVIS BAY, a juristic person in terms of the Local Authorities Act, herein represented by **AUGUSTINUS KATITI** in the capacity of chief executive officer and **COUNCILLOR ADELHEID KANDJALA** in the capacity of chairperson of the management committee, both duly authorised thereto by council resolution dated 9 August 2005 (hereinafter referred to as "MWB")

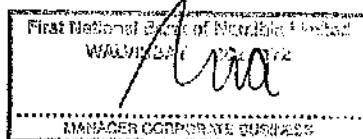
and

NAMIBIA POWER CORPORATION (PROPRIETARY) LIMITED (Registration Number: 2051), herein represented by **LEAKE S HANGALA** in the capacity of managing director and duly authorised thereto (hereinafter referred to as "NP")

and

TOWN COUNCIL OF ARANDIS, a juristic person in terms of the Local Authorities Act, herein represented by **FLORIDA CLOETE** in the capacity of chief executive officer and **COUNCILLOR JUSTINE NAMUPALA** in the capacity of chairperson of the management committee, both duly authorised thereto by council resolution dated 27 July 2005 (hereinafter referred to as "TA")

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Shareholders' Agreement

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and

VILLAGE COUNCIL OF UIS, a juristic person in terms of the Local Authorities Act, herein represented by **ZEBEDEUS /UISEB** in the capacity of chief executive officer and **COUNCILLOR STEFANUS VAN HEERDEN** in the capacity of vice chairperson of the council, both duly authorised thereto by council resolution 206/21/07/2005 (hereinafter referred to as "VU")

(individually referred to as "SHAREHOLDER" and collectively as "SHAREHOLDERS")

and

ERONGO REGIONAL ELECTRICITY DISTRIBUTOR COMPANY (PROPRIETARY) LIMITED (Registration Number: 2004/074), herein represented by **OPHELIA SOPHIA NETTA** in the capacity of director and duly authorised thereto by board resolution dated 28 July 2005 (hereinafter referred to as "Company")

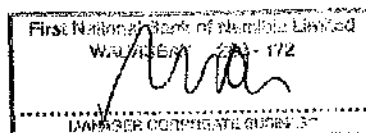
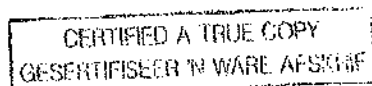
PREAMBLE

Whereas:

The Namibian Energy Policy calls, among others, for the reorganisation of electricity distribution through the formation of regional electricity distributors as a means of providing electricity sector efficiency;

ERC, MHB, MK, MO, MS, MWB, MU, TA and VU are empowered by the Local Authorities Act and the Regional Councils Act, respectively, to enter into an agreement with one another and with NP and the Company with a view to establishing the Erongo Regional Electricity Distributor, which agreement is not subject to the entry into force of the proposed amendments to the Electricity Act dealing with regional electricity distribution;

the Joint Business Venture Regulations permit the local authorities and regional council concerned to form a joint business venture company with NP to promote economic development and employment creation in their respective areas of jurisdiction in order to supplement their funds;



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the SHAREHOLDERS commit themselves towards co-operating in good faith and mutual trust in a manner that fosters the long-term economic sustainability of the Erongo Region;

the SHAREHOLDERS have acquired the Company for this purpose:

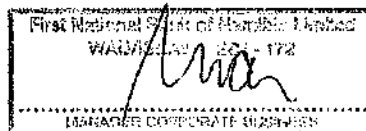
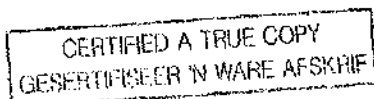
NOW THEREFORE the SHAREHOLDERS agree as follows:

PART 1: PRELIMINARY

1.1 DEFINITIONS

The following words, expressions and abbreviations have the meanings assigned to them, except where the context otherwise requires:

- 1.1.1 "Agreement" means this shareholders' agreement, including all appendices and schedules thereto, as may be amended, modified or supplemented from time to time in accordance with this Agreement;
- 1.1.2 "Alternate" means an alternate member of the BOD, who is only entitled to attend and speak and vote at a BOD meeting where the member to whom he or she is an alternate, is absent from the meeting;
- 1.1.3 "BOD" means the board of directors of the Company;
- 1.1.4 "Commercial Operations Date" means 1 July 2005 or such other date determined by the BOD;
- 1.1.5 "Companies Act" means the Companies Act, 1973 (Act No. 61 of 1973), as amended from time to time;
- 1.1.6 "Consumer" means an end user of electricity who consumes such electricity;
- 1.1.7 "Company" means Erongo Regional Electricity Distributor Company (Proprietary) Limited;

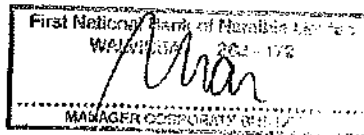


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- 1.1.8 "Customer" means a person to whom electricity is delivered, and includes a Consumer;
- 1.1.9 "Effective Date" means the date of last signature by either of the SHAREHOLDERS;
- 1.1.10 "Electricity Act" means the Electricity Act, 2000 (Act No. 2 of 2000), as amended from time to time;
- 1.1.11 "ERC" means Erongo Regional Council;
- 1.1.12 "Joint Business Venture Regulations" means the Joint Business Venture Regulations, 2001, as amended from time to time, made under the Local Authorities Act and published by Government Notice No. 40 of 5 March 2001 and made under the Regional Councils Act and published by Government Notice No. 42 of 5 March 2001, respectively;
- 1.1.13 "Local Authorities Act" means the Local Authorities Act, 1992 (Act No. 23 of 1992) as amended from time to time;
- 1.1.14 "MHB" means Municipal Council of Henties Bay;
- 1.1.15 "MK" means Municipal Council of Karibib;
- 1.1.16 "MO" means Municipal Council of Omaruru;
- 1.1.17 "Month" means a period of one month according to the Gregorian calendar commencing with any day in the month;
- 1.1.18 "MS" means Municipal Council of Swakopmund;
- 1.1.19 "MU" means Municipal Council of Usakos;
- 1.1.20 "MWB" means Municipal Council of Walvis Bay;
- 1.1.21 "NP" means Namibia Power Corporation (Proprietary) Limited;

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- 1.1.22 "Regional Councils Act" means the Regional Councils Act, 1992 (Act No. 22 of 1992) as amended from time to time;
- 1.1.23 "SHAREHOLDER Entitled To Vote" means a SHAREHOLDER to whom a share certificate has been issued;
- 1.1.24 "SHAREHOLDERS" means ERC, MHB, MK, MO, MS, MU, MWB, NP, TA and VU;
- 1.1.25 "TA" means Town Council of Arandis;
- 1.1.26 "VU" means Village Council of Uis;
- 1.1.27 "Working Day" means any day other than a Saturday, Sunday or official public holiday.

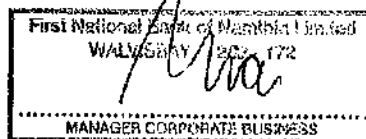
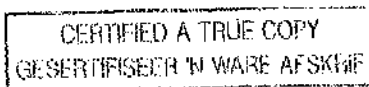
1.2 INTERPRETATION

- 1.2.1 Words importing the singular also include the plural and the male gender includes the female gender and *vice versa* where the context requires.
- 1.2.2 Natural persons include legal entities (corporate or non-corporate) and *vice versa* where the context requires.
- 1.2.3 The headings in this Agreement are not taken into consideration in its interpretation.
- 1.2.4 Unless otherwise stated, all references to clauses are references to clauses numbered in this Agreement and not to those in any other document attached to or incorporated into this Agreement.

1.3 OBJECTIVE OF AGREEMENT

The objective of this Agreement is to govern –

- (a) the relationship between the SHAREHOLDERS with a view to incorporating a joint business venture company for the distribution and supply of electricity to Customers in the Erongo Region; and



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- (b) the relationship between the SHAREHOLDERS and the Company.

PART 2: THE COMPANY

2.1 MAIN OBJECT AND BUSINESS

The main object and business of the Company is the distribution and supply of electricity to Customers in the Erongo Region and all objects ancillary thereto, including wiring, network support, the provision of commercial services and finance and related corporate support, including all plenary powers to enable it to realise its main and ancillary objects. The Company may not pursue any other main object and business unless the SHAREHOLDERS unanimously resolve otherwise.

2.2 PROFIT GOAL

2.2.1 To the extent possible, the Company must –

- (a) conduct its business so as to maximise electricity distribution and supply to Customers in the Erongo Region in so far as the same is consistent with sound business principles, prudent utility practices and in compliance with any law applicable to the business of the Company or related activities;
- (b) manage its financial assets in accordance with its financial management policy contemplated in Clause 4.3.8.17 below.

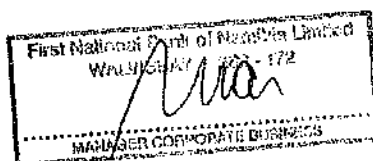
2.2.2 To the extent possible, the SHAREHOLDERS and any director appointed by them must exercise their respective voting rights to achieve this.

2.3 AUDITORS

Unless the SHAREHOLDERS determine otherwise in general meeting, the auditors of the Company are the auditors specified in Schedule 1.

2.4 REGISTERED OFFICE

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The registered office of the Company is specified in **Schedule 1**.

2.5 FINANCIAL YEAR

The financial year of the Company ends on 30 June of each year.

2.6 INCONSISTENCY WITH ARTICLES OF ASSOCIATION

2.6.1 The SHAREHOLDERS undertake to take all such steps and do all such things as may be necessary to align the Articles of Association of the Company with the terms and conditions of this Agreement.

2.6.2 Notwithstanding the above, if there is any inconsistency between the terms and conditions of this Agreement and the Articles of Association of the Company at any time, the terms and conditions of this Agreement prevail.

PART 3: OWNERSHIP IN COMPANY

3.1 NATURE OF OWNERSHIP

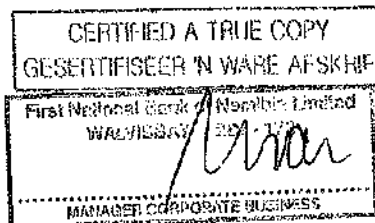
3.1.1 Initial capital structure

3.1.1.1 The authorised share capital of the Company is N\$30,000,000,00 (thirty million Namibian dollars) divided into 30,000,000 (thirty million) shares of N\$1,00 (one Namibian dollar) each.

3.1.1.2 The initial issued share capital of the Company is N\$12,500,000,00 (twelve million five hundred thousand Namibian dollars) divided into 12,500,000 (twelve million five hundred thousand) shares of N\$1,00 (one Namibian dollar) each.

3.1.2 Extent of ownership

The SHAREHOLDERS hold interests in the capital of the Company to the extent specified in **Schedule 2**.



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3.2 RIGHTS AND OBLIGATIONS ASSOCIATED WITH OWNERSHIP**3.2.1 Rights attached to ownership**

3.2.1.1 The SHAREHOLDERS Entitled To Vote are entitled to receive notice of, attend, speak and vote at ordinary, special or extraordinary general meetings of the Company, and are entitled to receive dividends on the shares held by them.

3.2.1.2 The rights attached to shares in the Company may not be varied except with the prior written approval of 100% (one hundred percent) of the SHAREHOLDERS Entitled To Vote.

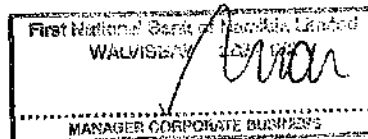
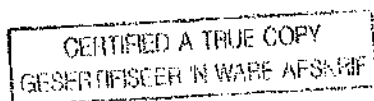
3.2.2 Dividends

3.2.2.1 The SHAREHOLDERS must cause the Company, subject to its present and reasonably anticipated future requirements of working and expansion capital and provided that the Company does not borrow funds in excess of its funding policy and gearing ratio from time to time to enable it to pay the dividend, to declare and pay dividends equal to at least 60% (sixty percent) of the distributable profits of the Company after repayment of the loan accounts in full (for which purpose secondary tax on companies in respect of the dividend in question must be taken into account in determining the amount of the distributable profits) in each of its financial years, which declaration and payment must be made within 120 (one hundred and twenty) days after the end of each financial year.

3.2.2.2 Notice of declared dividends is given to SHAREHOLDERS entitled to share therein.

3.2.2.3 Preferential Dividend Payments are made to SHAREHOLDERS in relation to the reverse order of the total amount of surcharges received by SHAREHOLDERS in the particular financial year.

3.2.2.4 For the purposes of this clause, "Preferential Dividend Payments" means dividend payments made first to SHAREHOLDERS who received the least total



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amount of surcharge in a particular financial year, thus ranking higher in the order in which dividend payments are made.

3.3 OBLIGATIONS TO CAPITALISE

3.3.1 Prior to, upon Commercial Operations Date

Capital contributions

3.3.1.1 The SHAREHOLDERS confirm their commitment to make the initial capital contributions towards Tender 139/2003 prior to the Commercial Operations Date as indicated below:

Shareholder	Initial capital contribution in N\$
TA	50,000,00
ERC	25,000,00
MHB	125,000,00
MK	50,000,00
MWB	1,275,000,00
NP	225,000,00
MO	75,000,00
MS	600,000,00
VU	25,000,00
MU	50,000,00
Total	2,500,000,00

3.3.1.2 The SHAREHOLDERS confirm their commitment to make the further initial capital contributions prior to the Commercial Operations Date as indicated below:

Shareholder	Further initial capital contribution in N\$

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TA	210,000,00
ERC	100,000,00
HBM	440,000,00
KM	210,000,00
MWB	5,130,000,00
NP	930,000,00
OM	250,000,00
SM	2,420,000,00
UVC	120,000,00
UM	190,000,00
Total	10,000,000,00

3.3.1.3 A share certificate is only issued to a SHAREHOLDER upon full payment of the agreed initial as well as any future capital contributions.

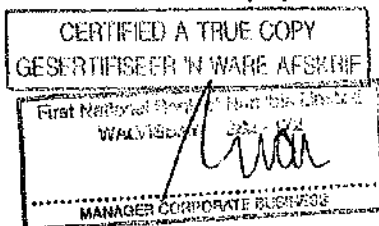
3.3.2 After Commercial Operations Date

SHAREHOLDER loans

3.3.2.1 In the event that the BOD determines that additional funds are necessary, the Company may borrow the funds from the SHAREHOLDERS on terms to be agreed upon by the SHAREHOLDERS and the BOD at the time.

Third party loans

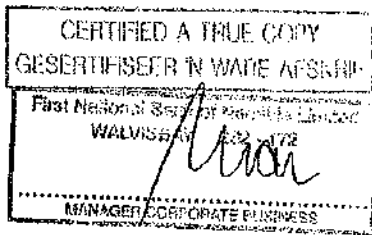
3.3.2.2 The Company may borrow additional funds from third parties on the most favourable terms available as to interest, repayment and security compatible with its needs, but may not allow any prospective lender the right to participate in the share capital of the Company or otherwise in the business of the Company as a condition or term of any loan or advance.



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3.3.2.3 The SHAREHOLDERS may be required to provide security for any third party loans.



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PART 4: OWNERSHIP CONTROL**4.1 MEETINGS OF SHAREHOLDERS**

- 4.1.1 The SHAREHOLDERS must at least have 1 (one) regularly scheduled general meeting each year (the "Annual General Meeting") at which reports of the affairs of the Company must be considered and any other business may be transacted which is within the powers of the SHAREHOLDERS.
- 4.1.2 The quorum for any general meeting of SHAREHOLDERS of the Company is at least 1 (one) duly authorised representative from each SHAREHOLDER, present in person or by proxy: Provided that if, within 30 (thirty) minutes from the scheduled meeting time, a quorum is not present, the meeting stands adjourned to the same day in the next week, at the same time and place or, if that day is a non-working day, to the next day succeeding the non-working day and if, at such adjourned meeting, a quorum is not present within 30 (thirty) minutes from the scheduled meeting time, the SHAREHOLDERS then present by duly authorised representative are a quorum.
- 4.1.3 Special or extraordinary meetings of the SHAREHOLDERS may be called at any time by resolution of the BOD or by any SHAREHOLDERS by giving the other SHAREHOLDERS at least 21 (twenty-one) days' written notice thereof stating the time and place of the anticipated meeting. The notice must include an agenda for the meeting and any other information and documents that the SHAREHOLDER calling the meeting believes is in the interest of advancing the business of such meeting.
- 4.1.4 Resolutions of any general, special or extraordinary meeting of SHAREHOLDERS, including resolutions on the matters listed below, in order to be of force and effect, must be approved by at least 75% (seventy-five percent) of the number of SHAREHOLDERS Entitled To Vote, regardless of the weighted average shareholding held by each SHAREHOLDER, and the BOD's powers are limited accordingly to recommendations to the SHAREHOLDERS:
- (a) The increase, alteration or reduction of the authorised and/or issued share capital of the Company, including the allotment and issue of

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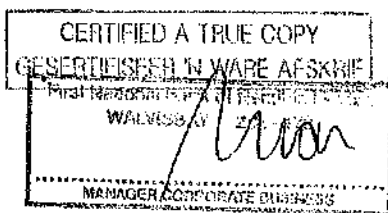
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shares in the Company and the authorisation to issue share certificates of the Company, except as otherwise provided in this Agreement;

- (b) the amendment of the Company's Memorandum and Articles of Association;
- (c) the incurring, in any 12 (twelve) Month period, of any debt -
 - (i) with any rights of conversion, exchange or other right for, or into, any voting shares or other equity security of the Company; or
 - (ii) in an aggregate principal amount of more than 10% (ten percent) of the previous financial year's net turnover;
- (d) the approval of expenditure exceeding 5% (five percent) of the approved annual operating and capital budget;
- (e) the issue of shares for consideration other than cash, except as otherwise provided for in this Agreement;
- (f) the consolidation or amalgamation, termination or dissolution, including the voluntary winding up or any application for the judicial management, of the Company or compromise with its creditors, except as otherwise provided for in this Agreement;
- (g) the sale, refinancing, transfer, exchange, lease, assignment, mortgaging or other disposal or encumbrance of all or substantially all of the Company's assets;
- (h) the taking over or acquisition of the whole or a substantial part of the business of any other person or any merger or amalgamation with other companies or with any other business which would constitute a material transaction for the Company having regard to its assets and business;



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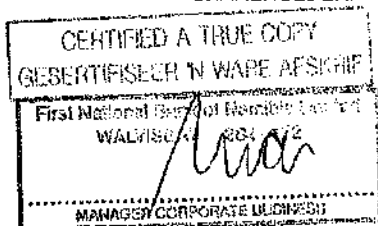
- (i) discontinuance of any of the material business activities of the Company;
- (j) the establishment or implementation of, or any changes in, the Company's financial policy, which may substantially have an adverse effect on one of the SHAREHOLDERS;
- (k) the execution and/or implementation of any transaction with any SHAREHOLDER, director, manager or other officer of the Company or any relative of any of the foregoing or any created entity in which any of the foregoing has an interest;
- (l) the listing of the Company on a stock exchange;

Provided that nothing in this Clause restricts the authority of the BOD to approve each annual operating budget, or to exercise or delegate its authority to expend budgeted funds in accordance with the relevant approved budget.

4.1.5 The SHAREHOLDERS Entitled To Vote may, at any SHAREHOLDER meeting, only vote on a poll.

4.1.8 The chairperson of meetings of SHAREHOLDERS is the duly authorised representative from MWB and the vice-chairperson of meetings of SHAREHOLDERS is the duly authorised representative from MS. In the event that the chairperson is absent from a particular meeting of SHAREHOLDERS, the vice-chairperson as the chairperson for the meeting and exercises the powers of the chairperson. In the event that the chairperson and the vice-chairperson are both absent from a particular meeting of SHAREHOLDERS, the SHAREHOLDERS present by duly authorised representative are entitled to elect a chairperson for the meeting.

4.1.7 The chairperson of meetings of SHAREHOLDERS does not have a second and casting vote in addition to his or her ordinary vote as representative of a SHAREHOLDER.



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4.1.8 If in terms of the foregoing provisions there is a deadlock between the SHAREHOLDERS, a dispute is deemed to exist between the SHAREHOLDERS and any SHAREHOLDER is entitled to refer the dispute for arbitration as contemplated in Clause 6.9 below.

4.1.9 Any representative wishing to attend a meeting of SHAREHOLDERS by proxy, must at least 3 (three) working days prior to the meeting, furnish the chairperson with a certified written notice to such effect.

4.2 INDEMNIFICATION

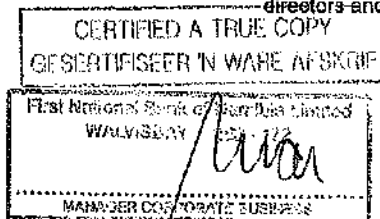
No SHAREHOLDER is liable to any other SHAREHOLDER for any action taken by that SHAREHOLDER in the exercise of its voting rights under this Agreement.

4.3 BOD

4.3.1 Appointment of BOD

4.3.1.1 Until the SHAREHOLDERS otherwise unanimously agree, the BOD consists of 9 (nine) members, of which:

- (a) MHB is entitled, but not obliged, to appoint 1 (one) non-executive director and an Alternate for the director appointed by it;
- (b) NP is entitled, but not obliged, to appoint 1 (one) non-executive director and an Alternate for the director appointed by it;
- (c) MO is entitled, but not obliged, to appoint 1 (one) non-executive director and an Alternate for the director appointed by it;
- (d) MS is entitled, but not obliged, to appoint 2 (two) non-executive directors and an Alternate for each director appointed by it;
- (e) MWB is entitled, but not obliged, to appoint 2 (two) non-executive directors and an Alternate for each director appointed by it;



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(f) ERC, MA, MK, MU and VU are entitled, but not obliged, to jointly appoint 1 (one) non-executive director and an Alternate for the director appointed by them; and

(g) the CEO is an *ex officio* member without any voting power.

4.3.1.2 The BOD elects one of its members as chairperson and another as vice-chairperson.

4.3.1.3 In the event that the chairperson is absent from a particular BOD meeting, the vice-chairperson serves as the chairperson for the meeting and exercises the powers of the chairperson. In the event that the chairperson and the vice-chairperson are both absent from a particular BOD meeting, the BOD members present are entitled to elect a chairperson for the meeting.

4.3.1.4 The members of the BOD have the fiduciary duties of directors in terms of the Companies Act and are as such at all times subject to the rules and limitations prescribed by the Companies Act. To this end, the SHAREHOLDERS must ensure that each member receives proper and appropriate training on compliance with the provisions of the Companies Act.

4.3.1.5 The remuneration to be paid by the Company to BOD members other than the CEO, is determined by the SHAREHOLDERS.

4.3.1.6 Any SHAREHOLDER, after informing the other SHAREHOLDERS, is entitled by written notice to the Company to remove any such director appointed by it and to replace any such director who is so removed or who ceases for any other reason to be a director.

4.3.1.7 Unless otherwise provided under any law and in this Agreement, the BOD has:

(a) The full, complete and exclusive authority and discretion to manage the operations and affairs of the Company for the benefit of the SHAREHOLDERS and to make all decisions regarding the business of the Company; and

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First Party not Party of NewBee Limited
WALVISBACH 2011-2012
Anna
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- (b) all authority, rights and powers in the management of the Company's business to take any action, or do anything, that may be necessary, proper, appropriate, advisable, incidental or convenient to give effect to this Agreement.

4.3.1.8 Any action taken, or anything done, by the BOD on behalf of the Company in accordance with Clause 4.3.1.7 above, constitutes an act of, and binds, the Company.

4.3.1.9 The BOD must ensure that the Company's officers, employees and agents devote to the management of the Company such time as may be necessary and appropriate to cause the affairs of the Company to be conducted in an efficient and business-like manner.

4.3.2 Voting

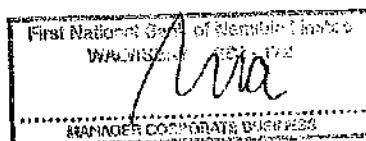
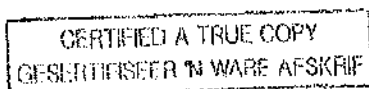
4.3.2.1 The BOD decides on matters before it by simple majority vote on a poll of all the members present at the meeting.

4.3.2.2 The quorum for any BOD meeting of the Company is at least 5 (five) directors or Alternates: Provided that if, within 30 (thirty) minutes from the scheduled meeting time, a quorum is not present, the meeting stands adjourned to the same day in the next week, at the same time and place or, if that day is a non-working day, to the next day succeeding the non-working day and if, at such adjourned meeting, a quorum is not present within 30 (thirty) minutes from the scheduled meeting time, the members then present are a quorum.

4.3.2.3 Each director, and in his or her absence, his or her Alternate, shall have 1 (one) vote and each vote shall be of equal weight.

4.3.2.4 The chairperson of the BOD is entitled to exercise a second and casting vote as chairperson with a view to breaking any deadlock between the members of the BOD.

4.3.2.5 Alternate members of the BOD may only attend and speak and vote at any BOD meeting where the members to whom they are Alternates, are absent from the meeting.



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4.3.2.6 The BOD may act upon a resolution not taken at a BOD meeting only after the resolution signed by the chairperson, has been circulated among and co-signed by all members.

4.3.3 Indemnification

4.3.3.1 Any person who was or is at any time a party to, or is involved in, any pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that the person is or was a director or officer of the Company and/or whose actions or omissions as a director or officer of the Company were reasonably within the scope of authority granted by the Company to him or her, is indemnified and held harmless by the Company to the fullest extent permitted by law, except to the extent that any loss or expense incurred by such director or officer is –

(a) determined by a court of law to have resulted from the commission of a crime, gross negligence or wilful misconduct on the part of the director or officer; or

(b) otherwise settled out of court.

4.3.3.2 The right to indemnification referred to in Clause 4.3.3.1 above also includes without limitation, the payment by the Company of expenses incurred in connection with any such action, suit or proceeding in advance of its disposition to the fullest extent permitted by law.

4.3.4 Delegation of powers

4.3.4.1 Without releasing the BOD from any duties or obligations under this Agreement, the BOD may, by an instrument in writing, delegate any of its powers, rights or obligations and may appoint, employ, contract, or otherwise deal with, any person or any committee established by the BOD for the purpose, for the transaction of the business of the Company, which person or committee may, under supervision of the BOD, perform any act or service for the Company as the BOD determines or approves except as is otherwise required by law.

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4.3.4.2 It is necessary for the BOD to obtain the approval of 75% (seventy-five percent) of the SHAREHOLDERS Entitled To Vote for any delegation of the BOD's powers.

4.3.5 Conflict of interests

4.3.5.1 Any director who, to his or her knowledge, is either:

(a) Interested in any contract, agreement or arrangement with, or proposal to, the Company as a result of his or her direct involvement therein; or

(b) Indirectly interested in any contract, agreement or arrangement with, or proposal to, the Company as a result of the SHAREHOLDER who appointed such director,

must disclose the nature of his or her interest at the first BOD meeting at which the contract, agreement, arrangement or proposal, including its execution, amendment, enforcement, implementation or termination, is considered.

4.3.5.2 If, subsequent to such meeting, a director becomes aware that he or she was interested at the time of such meeting, the director must disclose the nature of his or her interest in writing to the BOD at the earliest possible opportunity before the contract, agreement, arrangement or proposal in which the interest is found, is implemented.

4.3.6 Governance

BOD Meetings

4.3.6.1 The BOD must hold regular meetings, but at least 4 (four) meetings in each financial year, at the registered office of the Company, or such other place as the BOD determines.

4.3.6.2 Any director, supported in writing by at least 2 (two) other directors, may require the chairperson to call a special meeting on not less than 7 (seven) days' notice by the chairperson, which notice must be given to each member of the BOD addressed to the location each member has filed with the chairperson.

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The notice must contain the date, time, place and agenda of the anticipated meeting.

- 4.3.6.3 The BOD may, by written consent of 75% (seventy-five percent) of its members, shorten or waive the notice requirement.
- 4.3.6.4 The BOD must cause to be written a summary of its action or minutes of its meetings, which summary or minutes must be signed by the chairperson. Any resolution taken by the BOD must be recorded in the minutes of the next BOD meeting.
- 4.3.6.5 Any meeting of the BOD may be held by conference telephone call if it is arranged so that all present at the meeting can hear and speak to the others attending.
- 4.3.6.6 For the purposes of Clause 4.3.6.5 above, "conference" includes videoconference.

BOD Committees

4.3.6.7 In pursuit of good corporate governance, the BOD must appoint:

- (a) An internal audit committee;
- (b) a remuneration committee; and
- (c) a risk management committee,

to assist the BOD in discharging its duties and responsibilities and in effectively fulfilling its decision-taking process.

- 4.3.6.8 The BOD may appoint the committees mentioned in Clause 4.3.6.7 above, in any combination as deemed appropriate to foster good corporate governance.
- 4.3.6.9 Notwithstanding Clause 4.3.6.7 above, the BOD may appoint any other committee or subcommittee as may be required.

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- 4.3.6.10 The BOD determines the terms of reference, life span, role and function of any committee or subcommittee appointed by it.

Bank account

- 4.3.6.11 The BOD must cause the Company to open and maintain a bank account at a bank approved by the BOD.

- 4.3.6.12 All funds of every kind and nature received by the Company, including capital contributions, loan proceeds and operating receipts, must be deposited into such bank account.

- 4.3.6.13 The BOD must determine appropriate financial controls to be instituted to ensure proper control of the Company's funds.

Risk management

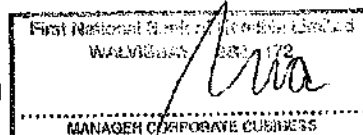
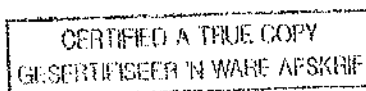
- 4.3.6.14 The BOD must cause the Company to annually assess the adequacy of its identification, analysis and mitigation of risks related to the interests of its SHAREHOLDERS, its customers and the general public.

- 4.3.6.15 The BOD must cause the Company to keep insured by financially sound and reputable insurers, all assets of character usually insured, and carry such other insurance as is usually carried by companies engaged in the same or similar business, against loss or damage of the kind and in the amounts customarily insured against by such companies.

- 4.3.6.16 The BOD may insure the Company against any other risks, which the BOD deems necessary.

Financial management policy

- 4.3.6.17 The BOD must cause the Company to develop and maintain a prudent financial management policy that aligns with its main object and business.



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- 4.3.6.18 The financial management policy must include appropriate arrangements pertaining to supply chain management.

Financial reporting

- 4.3.6.19 The BOD is responsible for the submission of annual financial statements, within 90 (ninety) days after the end of each financial year, to the SHAREHOLDERS in Annual General Meeting.
- 4.3.6.20 A copy of the annual financial statements, including but not limited to, the chairperson's annual report must be sent to the SHAREHOLDERS at least 21 (twenty-one) days before the date of the meeting.

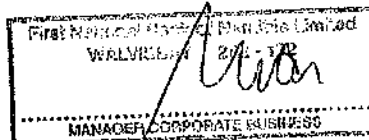
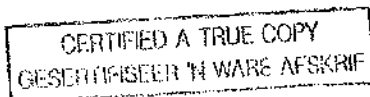
Accounting records and inspection

- 4.3.6.21 The BOD must maintain such accounting records as may be required by law and necessary to present the state of affairs and the business of the Company and to explain the transactions and financial position of the business of the Company.
- 4.3.6.22 The accounting records of the Company must be kept at its registered office, and, subject to any reasonable restrictions as to the time and manner of inspecting the same that may be imposed by a resolution of the SHAREHOLDERS in general meeting, must be open to the inspection of the SHAREHOLDERS during business hours.

4.3.7 Business plan

- 4.3.7.1 The business plan of the Company has a 5 (five) year revolving time frame.
- 4.3.7.2 The business plan must include arrangements relating to the following:

- (a) Organisational, financial, operational, skills development and technical strategies;



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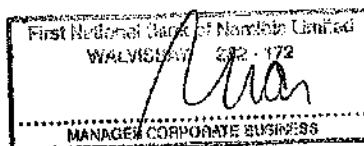
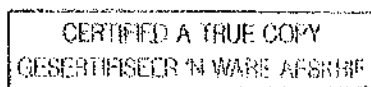
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- (b) The appointment of an executive management committee with delegated powers, which is responsible for the day-to-day management of the Company;
- (c) an appropriately phased implementation plan for the execution of the business;
- (d) risk management strategies;
- (e) internal controls, quality assurance and insurance;
- (f) management information and support systems;
- (g) financing plan, including the projected income and expenditure, and annual operating budget;
- (h) projected efficiency and quality of service improvements;
- (i) other arrangements reasonably determined by the BOD from time to time.

4.3.7.3 The CEO must –

- (a) revise and update the business plan as and when necessary (but at least annually); and
- (b) submit the revised or updated business plan for approval by the BOD at its next meeting.

4.3.7.4 The CEO must, within 60 (sixty) days from the date of the signing of this Agreement, and thereafter, at least 90 (ninety) days before the commencement of each financial year of the Company, prepare a proposed annual operating and capital budget reflecting estimated receipts and expenditures of the Company for the financial year.



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- 4.3.7.5 The annual operating and capital budget must be submitted to the BOD for approval. If approved, such annual operating and capital budget applies for the following financial year. If not approved, the CEO must cause it to be revised appropriately and re-submitted to the BOD for approval.
- 4.3.7.6 In the event that the BOD fails to approve, or reject, the annual operating and capital budget prior to the commencement of the period to which it relates, the Company must continue to conduct its business on the basis of the previous annual operating and capital budget with each of the items of the operating and capital costs increased to take into account inflationary increases using such consumer price index agreed upon by the BOD until such time as the BOD approves the annual operating and capital budget for the financial year concerned.

4.4 MANAGEMENT

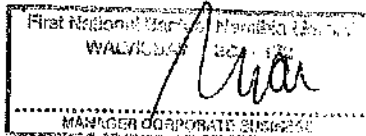
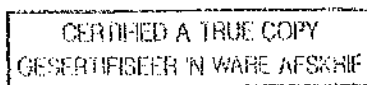
- 4.4.1 The day-to-day management structure of the Company is stated in the Business Plan.
- 4.4.2 The BOD appoints the CEO.
- 4.4.3 The managers of the Company are appointed by the BOD in accordance with the relevant provisions in the Business Plan.
- 4.4.4 The powers and duties of the managers are determined by the BOD.

PART 5: CHANGE IN OWNERSHIP

5.1 ENTRY OF NEW SHAREHOLDERS

5.1.1 Restrictions on transfer

- 5.1.1.1 Except as expressly permitted in Clause 5.1.1.2 below, no SHAREHOLDER may, without the prior written consent of all the other SHAREHOLDERS transfer its shares to a third party, or permit the shares to become subject to any encumbrance, whether in favour of lenders, if so required, or otherwise. Any attempted transfer or attempt to subject any or all of its shares to any



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encumbrance, which is not in compliance with this Clause, is void and of no force and effect.

5.1.1.2 Notwithstanding anything to the contrary herein contained, no share may be transferred unless the person to whom the share will be transferred, agrees in writing to be bound by the provisions of this Agreement.

5.1.2 Permitted transfers

A SHAREHOLDER may transfer any or all of its shares to any of the other SHAREHOLDERS.

5.1.3 Issue of Shares

5.1.3.1 Subject to Clause 5.1.3.2 below, no new shares in the capital of the Company may be issued other than by way of a *pro rata* rights offer to the holders of existing shares at the time unless otherwise agreed by all the SHAREHOLDERS.

5.1.3.2 Additional shares in the capital of the Company are issued to the holders of existing shares according to the results of any shareholding re-valuation specified in Schedule 2.

5.1.4 Public offering

No shares of the Company may at any time be offered to the public or traded on any stock exchange unless otherwise agreed by all the SHAREHOLDERS.

5.2 EXIT OF EXISTING SHAREHOLDERS AND COMPENSATION

5.2.1 Any SHAREHOLDER is entitled to withdraw from the Company by calling in writing for a review of the activities of the Company by the BOD on at least 60 (sixty) days prior written notice, setting out in detail the reasons why the requesting SHAREHOLDER is of the opinion that the activities of the Company do not proceed as envisaged.

5.2.2 At such review meeting the BOD must consider and discuss all the issues raised by the requesting SHAREHOLDER. If the BOD fails to reach agreement

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on the way in which to proceed or to address any grievances by the requesting SHAREHOLDER, a dispute is deemed to exist and either of the SHAREHOLDERS is entitled to refer the dispute for arbitration as contemplated in Clause 6.9 below.

5.2.3 As an alternative to the above:

- (a) Any of the SHAREHOLDERS is entitled to make an offer for the acquisition of the shares of the requesting SHAREHOLDER in the Company; or
- (b) The requesting SHAREHOLDER is entitled to offer its shares for transfer in accordance with Clause 5.1.1 above:

Provided that any acquisition or transfer of shares taking place after the date of the original notice by the requesting SHAREHOLDER must be implemented on a consensus basis.

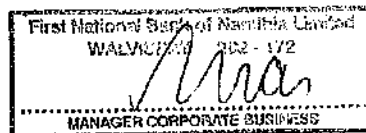
PART 6: GENERAL

6.1 GOOD FAITH

The SHAREHOLDERS must at all times for the duration of this Agreement exercise their rights and comply with or perform their obligations in terms of this Agreement in mutual trust and good faith by –

- (a) assisting and supporting each other;
- (b) informing each other of, and consulting each other on, matters of common interest;
- (c) co-ordinating their actions with each other; and
- (d) adhering to agreed procedures.

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6.2 GOVERNING LAW AND RULING LANGUAGE

6.2.1 This Agreement is governed by and must be construed in accordance with the laws of the Republic of Namibia.

6.2.2 All correspondence between the SHAREHOLDERS and all documents pertaining to this Agreement must be in English.

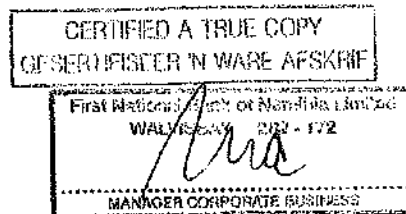
6.3 COMMUNICATIONS AND NOTICES

6.3.1 For the purposes of this Agreement, or with regard to any matter arising from or in connection with this Agreement, the SHAREHOLDERS choose as their respective *domicilia citandi et executandi*, the following addresses:

(a) ERC:
Tobias Hainyeko Avenue
Swakopmund
PO Box 1230
Swakopmund
Telephone: (064) 40 5420
Facsimile: (064) 40 5418
E-mail: deo@erc.com.na

(b) MHB:
Jakkalsputz Road
Henties Bay
PO Box 61
Henties Bay
Telephone: (064) 50 0007
Facsimile: (064) 50 2001
E-mail: hbavlc@iway.na

(c) MK:
Kalk Street
Karibib
PO Box 14
Karibib



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Telephone: (064) 55 0016

Facsimile: (064) 55 0032

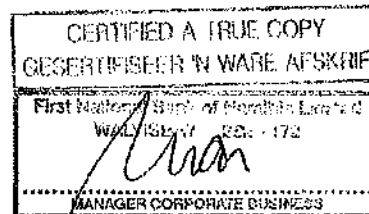
E-mail: karibib@iway.na

- (d) MO:
 Wilhelm Zeraua Road
 Omaruru
 PO Box 14
 Omaruru
 Telephone: (064) 57 0028
 Facsimile: (064) 57 0105
 E-mail: munioman@iway.na

- (e) MS:
 Daniëli Tjongarero Avenue
 Swakopmund
 PO Box 53
 Swakopmund
 Telephone: (064) 410 4111
 Facsimile: (064) 410 4213
 E-mail: swkmun@swkmun.com.na

- (f) MU:
 Kaiser Wilhelm Street
 Usakos
 PO Box 67
 Usakos
 Telephone: (064) 53 0023
 Facsimile: (064) 53 0231
 E-mail: usakosla@iway.na

- (g) MWB:
 Civic Centre
 Nangolo Mbumba Drive
 Walvis Bay
 Private Bag 5017



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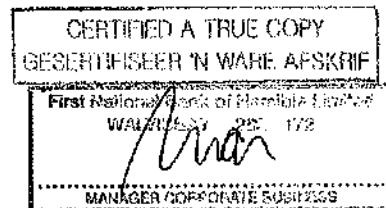
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Walvis Bay
 Telephone: 064 201 3201
 Facsimile: 064 200 525
 E-mail: akafiti@walvisbaycc.org.na

(h) NP:
 NamPower Centre
 15 Luther Street
 Windhoek
 PO Box 2864
 Windhoek
 Telephone: (061) 205 4111
 Facsimile: (061) 23 2805
 E-mail: register@nampower.com.na

(i) TA:
 Milkwood Road
 Arandis
 PO Box 471
 Arandis
 Telephone: (064) 51 0171
 Facsimile: (064) 51 0309
 E-mail: arandtc@tway.na

(j) VU:
 Main Street
 Upper Town
 Uis
 PO Box 92
 Uis
 Telephone: (064) 50 4006
 Facsimile: (064) 50 4139.



6.3.2 A SHAREHOLDER is entitled by fourteen (14) days' prior written notice to the other SHAREHOLDERS to change its *domicilium citandi et executandi* so stipulated.

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- 6.3.3 Any notice or communication required to be given under this Agreement, is valid and effective only if in writing.
- 6.3.4 Unless the contrary is proved, any notice or communication to a SHAREHOLDER:
- (a) Sent by certified or registered mail in a correctly addressed envelope is deemed to have been received on the seventh (7th) Working Day after posting;
 - (b) delivered by hand to a representative of the SHAREHOLDER concerned during ordinary business hours against written acknowledgement of receipt, is deemed to have been received on the day of delivery;
 - (c) sent by facsimile transmission to its chosen telefax number, is deemed to have been received on the Working Day after the day of despatch, if the sender maintains a log created at the time of transmission indicating receipt;
 - (d) sent by electronic mail message to its chosen electronic mail address, is deemed, subject to Clause 6.3.5(b) below, to have been received on the Working Day after the day of dispatch.
- 6.3.5 Notwithstanding anything to the contrary contained in this Agreement:
- (a) A written notice or communication actually received by a SHAREHOLDER is an adequate written notice or communication to it notwithstanding that it was not sent to or delivered at its chosen address; and
 - (b) an electronic mail message sent by one SHAREHOLDER to the other is deemed to constitute an effective notice under this Agreement only if:

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- (i) The electronic mail message prominently states that it is being given under this Agreement and requests an electronic mail response acknowledging receipt;
- (ii) the electronic mail message is addressed, and sent to the electronic mail address, of a person authorised in writing by a SHAREHOLDER as the person to whom electronic mail messages under this clause may be sent; and
- (iii) the responding electronic mail message –
 - (aa) clearly refers to the specific electronic mail message to which it is responding; and
 - (bb) includes a copy of the text of such message.

6.4 PARTIAL INVALIDITY OF AGREEMENT

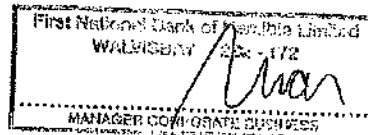
If any part of any term or condition in this Agreement is found by an arbitrator or court or other competent authority to be void or unenforceable, such part of the term or condition is deemed to have been deleted from this Agreement and the remainder of such term or condition and the remaining terms and conditions in this Agreement continue in full force and effect.

6.5 REPRESENTATIONS AND WARRANTIES

The SHAREHOLDERS represent and warrant to each other that –

- (a) they have the power to enter into and exercise their rights and comply with or perform their obligations under this Agreement;
- (b) their entry into and the exercise of their rights and the compliance with or performance of their obligations under this Agreement do not, to the best of their knowledge and belief –
 - (i) conflict with, or result in, any breach of any of the terms and conditions of, or constitute a default under, any agreement or other instrument to which they are a party or by which they are bound;
 - (ii) contravene or conflict with the provisions of any law; and

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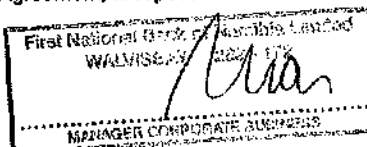
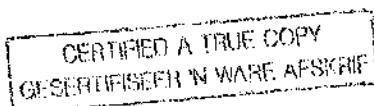
- (c) no litigation, arbitration, tax claim or administrative proceeding is to the best of the knowledge of any of the SHAREHOLDERS, threatening to restrain the entry into or exercise of any of its rights or compliance with or performance of its obligations under this Agreement.

6.6 ASSIGNMENT

No SHAREHOLDER has the right to assign or transfer its rights and obligations under this Agreement, or any part thereof, without the prior written approval of the other SHAREHOLDER, which approval may not be unreasonably withheld.

6.7 VARIATION AND INDULGENCES

- 6.7.1 This Agreement constitutes the sole and exclusive agreement between the SHAREHOLDERS relating to the transactions and matters recorded therein, and no warranties, representations or other terms and conditions of whatsoever nature not expressly recorded therein, are of any force or effect.
- 6.7.2 No variation of the terms and conditions of this Agreement is of any force or effect unless reduced to writing and signed by the SHAREHOLDERS or their representatives.
- 6.7.3 No indulgence, extension of time, relaxation or latitude which a SHAREHOLDER ("the grantor") may show, grant or allow to any other SHAREHOLDER ("the grantee") constitutes a waiver by the grantor of any of its rights and the grantor may not thereby be prejudiced or prevented from exercising any of its rights against the grantor which may have then already arisen or which may thereafter arise.
- ## 6.8 CONFIDENTIALITY
- 6.8.1 A receiving SHAREHOLDER undertakes to keep any information obtained from a disclosing SHAREHOLDER strictly confidential for the duration of this Agreement and for an additional period of 5 (five) years from the date of termination of this Agreement, irrespective of the date of disclosure.



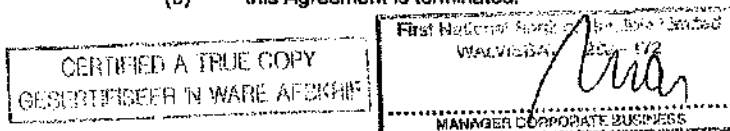
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- 6.8.2 The receiving SHAREHOLDER must protect the confidential information of the disclosing SHAREHOLDER and must apply reasonable safeguards against the disclosure or use in any form of such information.
- 6.8.3 Subject to Clause 6.8.4 below, the receiving SHAREHOLDER may not utilise, sell, publish or otherwise disclose such confidential information to any third party in any manner whatsoever, including by means of photocopy or reproduction, without the prior written consent of the disclosing SHAREHOLDER.
- 6.8.4 The receiving SHAREHOLDER may disclose the confidential information without the prior written consent of the disclosing SHAREHOLDER to such of the following persons who have a clear need to know for purposes of this Agreement:
- (a) Employees of the receiving SHAREHOLDER;
 - (b) employees of a legal entity affiliated to the receiving SHAREHOLDER; or
 - (c) any professional consultant, contractor or agent retained by the receiving SHAREHOLDER,

in which case the receiving SHAREHOLDER must, prior to making any such disclosure, obtain an undertaking of confidentiality, in the same form and content as this Clause, from each such person.

- 6.8.5 The confidential information remains the property of the disclosing SHAREHOLDER and must be returned to that SHAREHOLDER, if –
- (a) that SHAREHOLDER demands its return at any time upon giving written notice to the receiving SHAREHOLDER: Provided that such demand does not affect the capacity of the receiving SHAREHOLDER to comply with or perform its obligations under this Agreement; or
 - (b) this Agreement is terminated.



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6.8.6 This clause, except Clause 6.8.5 above, does not apply to:

- (a) Information in the public domain otherwise than by breach of this Clause;
- (b) Information that was not obtained under any obligation of confidentiality; and
- (c) Information obtained from a third party whom the receiving SHAREHOLDER believes, after reasonable inquiry, is free to divulge the information so long as such information was not obtained by the receiving SHAREHOLDER under any obligation of confidentiality to the third party.

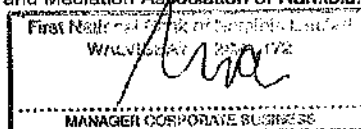
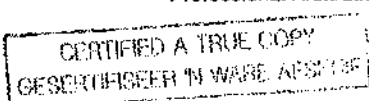
6.9 SETTLEMENT OF DISPUTES

6.9.1 In the event of any dispute or difference between the SHAREHOLDERS arising from or in connection with this Agreement ("Dispute"), other than a Dispute on the protection of intellectual property rights, which cannot be resolved by the SHAREHOLDERS in accordance with the terms and conditions of this Agreement, the SHAREHOLDER wishing to declare the Dispute must deliver to the other SHAREHOLDERS a written notice, which sets out:

- (a) A brief description of the nature of the Dispute, including the amount involved, if any, and the date on which the Dispute arose; and
- (b) the relief sought.

6.9.2 Within 14 (fourteen) days from the date of delivery of a notice of the Dispute, the SHAREHOLDERS must attempt to settle the Dispute by discussions conducted among those representatives of each SHAREHOLDER with the appropriate decision-making authority.

6.9.3 If such individuals are unable to reach agreement within the 14 (fourteen) days' period, or such longer period as they may agree, the Dispute must be referred to arbitration by a single arbitrator to be nominated by the chairperson of the Professional Arbitration and Mediation Association of Namibia.



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- 6.9.4 In all respects the arbitration must be in accordance with the rules, requirements and procedures determined by the Professional Arbitration and Mediation Association of Namibia.
- 6.9.5 Each SHAREHOLDER carries its own costs relating to the arbitration proceedings except where the arbitrator makes a different award for costs.
- 6.9.6 Any award, including an award for costs, made by the arbitrator is final and binding upon the SHAREHOLDERS concerned and must be carried into effect by them and may be made an order of any competent court.
- 6.9.7 The procedures in this Clause do not prevent either SHAREHOLDER from obtaining appropriate relief on an urgent basis from a competent court pending the decision of the arbitrator.
- 6.9.8 This clause is severable from the rest of this Agreement and therefore remains in effect even if this Agreement is terminated.

6.10 COSTS OF AGREEMENT

Each SHAREHOLDER is obliged to pay its own costs and expenses incurred in relation to the preparation, negotiation and signing of this Agreement.

6.11 INTELLECTUAL PROPERTY RIGHTS

- 6.11.1 The SHAREHOLDERS must assist each other in every way to secure, maintain and protect for a SHAREHOLDER's benefit, all intellectual property rights that may be vested in that SHAREHOLDER in respect of any design, patent, data, information, method, procedure or other source used or applied in exercising its rights or complying with or performing its obligations under this Agreement.
- 6.11.2 Intellectual property generated by the Company vests in the Company.
- 6.11.3 The SHAREHOLDERS warrant that their respective technologies, or the use thereof, do not, to the best of their knowledge and belief, infringe the intellectual property rights of any third parties. The following provisions apply to any claim made against any SHAREHOLDER or the Company arising from any

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First National Bank of Namibia Limited
WALVISBACH
M. J. J. J. J.
MANAGER CORPORATE BUSINESS

Shareholders' Agreement

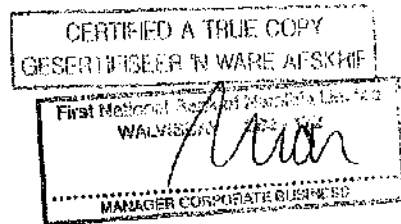
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alleged infringement of intellectual property rights of a third party or to legal proceedings arising from such claim:

- (a) The SHAREHOLDER or the Company against which the claim is made ("affected Party") by a third party must immediately notify the SHAREHOLDER or the Company whose technology is affected by such claim ("defending Party") of the claim, whereupon the defending Party must defend such claim and any legal proceedings arising from it at its expense and indemnify the affected Party against such claim;
- (b) the affected Party must give the defending Party all reasonable assistance in the defence of such claim;
- (c) the defending Party may in its discretion abandon the defence to the claim or compromise the claim.

6.12 ENTRY INTO FORCE

This Agreement enters into force on the Effective Date.



Shareholders' Agreement

ERONGO RED

Thus done and signed at Sankapwund this 9th day of December, 2005.

For ERC

As Witness

Signature: [Signature]

Signature: [Signature]

Name: L //GAROEB
Capacity: Chief Regional Officer

Name: D. BUCHANAN

Thus done and signed at Windhoek this 7th day of December, 2005.

For the Company

As Witness

Signature: [Signature]

Signature: [Signature]

Name: OS NETTA
Capacity: Director

Name: Lydia Schiebler

Thus done and signed at Sankapwund this 13th day of December, 2005.

For MHB

As Witnesses

Signature: [Signature]

Signature: [Signature]

Name: PL GURIRAB
Capacity: Chief Executive Officer

Name: NICOLETTE GAEB

Signature: [Signature]

Signature: [Signature]

Name: M //ARESES
Capacity: Chairperson: Management Committee

Name: Jessica Brandt

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First National Bank of Namibia Limited
WALVISBACH 705 172
[Signature]
MANAGER CORPORATE BUSINESS

Shareholders' Agreement

ERONGO RED

Thus done and signed at Karibib this 8th day of December 2005.

For MK

As Witnesses

Signature: [Signature]

Signature: [Signature]

Name: EH HASHEELA
Capacity: Chief Executive Officer

Name: Mariusen Sibben

Signature: [Signature]

Signature: [Signature]

Name: K SWARTZ
Capacity: Chairperson: Management Committee

Name: Mariusen Sibben

Thus done and signed at Amassuud this 7th day of December 2005.

For MO

As Witnesses

Signature: [Signature]

Signature: [Signature]

Name: J XOAGUB
Capacity: Chief Executive Officer

Name: Amantha T. Meyer

Signature: [Signature]

Signature: [Signature]

Name: LJ KONGORO
Capacity: Chairperson: Management Committee

Name: Amantha T. Meyer

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First National Bank of Namibia Ltd
WALVISBACH REG - 172
[Signature]
MANAGER CORPORATE BUSINESS

Shareholders' Agreement

ERONGO RED

Thus done and signed at ~~Swakopmund~~ ^{Swakopmund} this ^{13th} day of December 2005.

For MS

As Witnesses

Signature: [Signature]

Signature: [Signature]

Name: EUW DEMASIUS
Capacity: Chief Executive Officer

Name: ROLAND R. R. RITTMANN

Signature: [Signature]

Signature: [Signature]

Name: GN SHITALENI
Capacity: Chairperson: Management Committee

Name: ROLAND R. R. RITTMANN

Thus done and signed at Usakos this ^{8th} day of December 2005.

For MU

As Witnesses

Signature: [Signature]

Signature: [Signature]

Name: AM MATOMOLA
Capacity: Acting Chief Executive Officer

Name: D.A. STRAMISS
MAYOR

Signature: [Signature]

Signature: [Signature]

Name: P. HERMANN
~~B. STRAMISCH~~
Capacity: Chairperson: Management Committee

Name: D.A. STRAMISS
MAYOR

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First Notary Office of Namibia Limited
WALVISBAY 192
[Signature]
MANAGER CORPORATE BUSINESS

Shareholders' Agreement

ERONGO RED

Thus done and signed at Walvis Bay this 9th day of December 2005.

For MWB

As Witnesses

Signature: [Signature]

Signature: [Signature]

Name: A KATITI
Capacity: Chief Executive Officer

Name: EA Orffer

Signature: [Signature]

Signature: _____

Name: A KANDJALA
Capacity: Chairperson: Management Committee

Name: _____

Thus done and signed at Windhoek this 7th day of December - 2005.

For NP

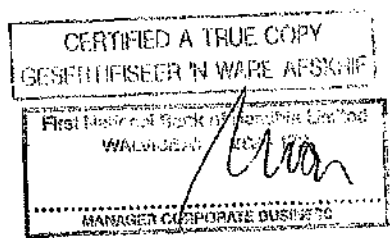
As Witness

Signature: [Signature]

Signature: [Signature]

Name: LEAKE S HANGALA
Capacity: Managing Director

Name: S. AKWENDA



Shareholders' Agreement

ERONGO RED

Thus done and signed at Arcadia's this 5th day of December 2005.

For TA

As Witnesses

Signature: *F Cloete*

Signature: *C. Barends*

Name: F CLOETE
Capacity: Chief Executive Officer

Name: C. BAREND'S

Signature: *J Namupala*

Signature: *C. Barends*

Name: J NAMUPALA
Capacity: Chairperson: Management Committee

Name: C. BAREND'S

Thus done and signed at : U's this 8th day of December 2005.

For VU

As Witness

Signature: *Z Uiseb*

Signature: *J Barendt*

Name: Z /UISEB
Capacity: Chief Executive Officer

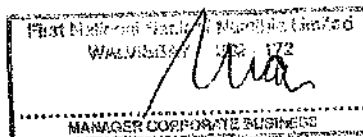
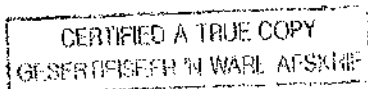
Name: Jnecia Barendt

Signature: *S Van Heerden*

Signature: *Barendt*

Name: S VAN HEERDEN
Capacity: ^{Vice} Chairperson: Council

Name: Jnecia Barendt



SCHEDULE 2
VALUATION OF OWNERSHIP
(Clause 3.1.2)

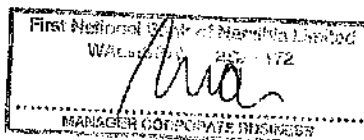
2.1 The initial weighted average percentage shareholding of each SHAREHOLDER is as follows:

Shareholder	Number of shares	Percentage shareholding
ERC	40 000	0.32%
MHB	578 750	4.63%
MK	180 000	1.44%
MO	230 000	1.84%
MS	3 561 250	28.49%
MU	157 500	1.26%
MWB	6 233 750	49.87%
NP	1 267 500	10.14%
TA	207 500	1.68%
VU	43 750	0.35%
Total	12 500 000	100.00%

2.2 The initial weighted average shareholding mentioned in paragraph 2.1 above, has been calculated according to the following formula:

- (a) 50% (fifty percent) of the shareholding is based on the value of each SHAREHOLDER's assets to be transferred to the Company by means of a transfer agreement; and
- (b) 50% (fifty percent) of the shareholding is based on the electricity (kWh) purchased for distribution by each SHAREHOLDER during the

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Shareholders' Agreement

ERONGO RED

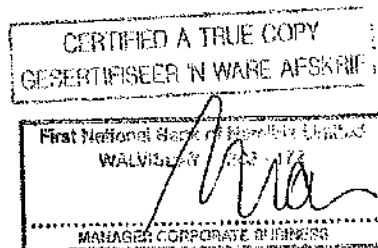
period of 12 (twelve) months immediately preceding the last meter reading cycle prior to the Effective Date.

2.3 For the purposes of paragraph 2.2 above, "Transfer Agreement" means the transfer agreement to be entered into between the Company and the respective SHAREHOLDERS.

2.4 The initial weighted average shareholding mentioned in paragraph 2.1 above, is re-valued every 5 (five) years on the basis that:

- (a) The 50% (fifty percent) of shareholding based on the initial asset value is retained; and
- (b) the remaining 50% (fifty percent) of shareholding based on electricity (kWh) purchased by each SHAREHOLDER is re-valued on the relative value of the total of the last 2 (two) years' electricity purchased for distribution within the SHAREHOLDER's area of jurisdiction,

upon which re-valuation the resulting increased percentage shareholding, if any, is added to the weighted average shareholding mentioned in paragraph 2.1, and additional shares issued in accordance with Clause 5.1.3.2 of the Agreement: Provided that in the event of a re-valuation resulting in zero, the initial weighted average shareholding is maintained.



11.1.2 **RESUBMITTED: ERF 9027, SWAKOPMUND - PENDING TRANSACTION**
(C/M 2021/03/25 - 9027)

Ordinary Management Committee Meeting of 11 March 2021, Addendum 7.3 page 70 refers.

A. **The following item was submitted to the Management Committee for consideration:**

1. **Introduction**

This item was considered by Council on **28 January 2021** whereafter the following decision was passed under item 11.1.15:

- (a) *That the cancellation of the sale of Erf 9027, Swakopmund be put on hold and that a policy first be compiled which must make provision for payment in instalment. Council to keep in mind that there is a next qualifying bidder as per the conditions of sale.*

Currently:

- ① *The deed of sale is not valid as it expired on **02 March 2020** and Council is therefore no longer bound to the transaction.*
- ② *The purchaser is in arrears with payment of rates and taxes in the amount of **N\$7 312.31** (17 February 2021 due March 2021). The levies cannot be cancelled until such time Council confirms the cancellation of the transaction (Council's resolution passed on **25 April 2019** under item 11.1.3).*
- ③ *The balance of the purchase price in the amount of N\$ 247 000.00 plus interest calculated until **28 February 2021** in the amount of N\$ 37 246.25 amount to **N\$284 246.25**.*
- ④ *There are next qualifying bidders listed for the sale.*
- ⑤ *Therefore, according to the conditions of sale applicable to the sale, the transaction must be cancelled.*

The matter is now resubmitted to Council to clarify various issues as listed below.

2. **Matters Requiring Clarification**

2.1 **Options for Acquiring Erven**

Council provides for various options to acquire land as a compromise between Council's obligation to raise funds to ensure its financial stability and its duty to provide affordable land to the public.

2.1.1 Council alienates land to the **vulnerable lower income community** through low-income housing initiatives.

Only two of these projects provide for the payment of the purchase price in instalments (Social Housing and Build Together Project).

~~fz~~ Beneficiaries of the instalment options earn below N\$6 000.00 per month. Those who earn above N\$ 6 000.00 up to N\$10 000.00 per month qualifies for loans at NHE. Income earners above N\$10 000.00 obtain home loans from banking institutions.

On 27 February 2014 Council allocated 3 034 erven for Phase 1 of the Mass Housing Project, under item 11.1.38.

⊘ The monthly instalments received from the sale of social housing is placed back into the Revolving Fund, to fund further sales and is not available for Council to use for capital expenditure. Although constant, the income is not secure and is received over a number of years.

By allowing purchasers to pay in instalments in the middle-high income bracket, Council is in effect extending loans to the public. Apart from this money not being available for use by Council, various additional costs are applicable to the purchasers, such as registering a bond (otherwise the purchaser cannot obtain ownership and construct a dwelling) and life insurance.

Prior to the implementation of the social housing programme the last public sale which provided for instalment payments was held during 2016 for erven in Extension 26. Numerous purchasers fell in arrears forcing Council to extend the repayment period as per Council resolution of 27 July 2017 under item 11.1.23:

- (a) That the annual interest be reduced from 7% to 4% as from 01 August 2017.
- (b) That Council **remains with its status quo of 24 months loan repayment period.**
- (c) That bonds be registered in Council's favour in order to effect transfer in the purchaser's names and thereby allowing them to construct houses.
- (d) That the estimated transfer and bond registration cost be recovered from the purchasers over a period of 24 months.
- (e) That an addendum to the deeds of sale be entered into with those purchasers who prefer to repay the property over a period of **48 / 60 months** at an annual interest of 4%, subject to the registration of a bond in Council's favour.
- (f) That Purchasers with high outstanding loan amounts be identified and be given extension for re-payment of their loans for a period between **48 and 60 months.**

2.1.2 In order to make up for the slow inflow above, Council needs to **sell more erven by public closed bid sales** with the condition of the purchase price being paid within 120 days.

Council needs to collect the purchase prices over a short period in order to ensure sufficient capital is available to finance Council's capital expenditure.

Based on the time value of money, interest could have been earned by Council on the purchase price and interest in each successive

period by compound interest on investment. Therefore the inflow of money must be accelerated, and cannot be earned in instalments.

Penalty interest is levied as simple interest which is an inadequate solution to overcome the loss of income.

2.2 Applicable Conditions of Sale

Ms L Nembungu took part in a closed bid sale which means she is subject to the conditions applicable to all 259 bidders. She was allocated Erf 9027 as a next qualifying bidder after the previous bidder failed to adhere to the condition of sale applicable for the initial public sale.

Among other, the condition regarding payment of the purchase price is a material condition ensuring consistent and fair treatment of all the purchasers.

In the conditions of sale it is stated:

No negotiations will be entered into after the bids have been opened and prospective purchasers are cautioned to make adequate provision with their financial institutions prior to the proceedings, as no other arrangement will be accepted than indicated herein.

Three options of payment are provided for:

1. Cash
2. Electronic Fund Transfer
3. Bank Guarantee issued by a Registered Bank only

Legal Position: *By changing the conditions of sale for Ms L Nembungu Council gives her preferential treatment and prejudicing the other bidders who are next in line and have an expectation that Council will treat everyone the same, by adhering to its own conditions.*

Many transactions were cancelled, and the cancelled bidders might have been able to acquire land should an instalment option have been available.

3. Current Situation with Reference to the Transaction of Erf 9027, S

From the sale of 259 erven during 2017, Erf 9027 remains the only incomplete transaction.

The date of sale for Erf 9027, Swakopmund to Ms LET Nembungu was **27 August 2019**. The due date for payment of the purchase price was **31 January 2020**. She was subsequently given notice to rectify the breach. There is now no binding agreement between Council and the purchaser as the period of the agreement lapsed.

This matter was submitted to Council as follows:

- Council on **28 May 2020** under item 11.1.5.
- Management Committee on **16 July 2020** under item 7.1.

- Council on 28 January 2021 under item 11.1.15.

In terms of the conditions of sale, if a transaction is cancelled, the erf is offered to the next bidder listed on the day of the sale.

Discussion

As per the submission to Council on 28 January 2021, the purchaser applied to pay the purchase price in instalments of N\$1 500.00 / N\$2 000.00 per month. **The conditions of sale does not provide for payment in instalments.** The purchase price amounts to N\$247 000.00 + interest in the amount of N\$37 246.25 (calculated as at 28 February 2021). Rates and taxes is also outstanding in the amount of N\$7 312.31 (N\$431.00 per month).

The purchaser confirmed on 30 December 2020 that her financial situation did not improve and she will only be able to settle the purchase price in instalments. Consideration of an extension of time will not improve her financial situation and she is not in a position to, pay rates and taxes and accrued interest in addition to an instalment.

Based on the current outstanding balance, interest and outstanding rates & taxes, i.e. N\$ 291 558.56; a monthly instalment over a period of 24 months amounts to **N\$13 555.00 / month** (which amount excludes the monthly rates and taxes in the amount of N\$431.00). Ms LET Nembungu confirmed that she cannot afford to pay more than **N\$2 000.00 / month**.

At an instalment of N\$ 2 960.00 / month it will take Ms LET Nembungu 20 years to settle the erf price alone without building a house. And similarly Council will only receive the full purchase price in 20 years' time. This means she only qualifies for low-income housing.

- B. After the matter was considered, the following was:-

RECOMMENDED:

- (a) That it be noted that based on Ms LET Nembungu's income she should apply for low-income housing as the cost for Erf 9027, Swakopmund is beyond her means.
 - (b) That Council confirms the cancellation of the sale of Erf 9027, Swakopmund as the purchaser failed to secure the purchase price by the lapsing date of 02 March 2020 and confirmed that she is not in a position to proceed with the sale, unless she can pay in instalments. Council's conditions of sale do not provide for the payment of the purchase price in instalments.
 - (i) That Erf 9027, Swakopmund be offered to the next qualifying bidder listed.
 - (c) That Ms LET Nembungu be advised to visit the Housing Section for more affordable housing options.
-

ANNEXURE "A"

From: laurika nembungu [mailto:tamaymaletz85@gmail.com]
Sent: Thursday, 04 June 2020 09:53 AM
To: Ndiili Kandjengo
Subject: Re: Sale of Erf 9027, Swakopmund

Dear Mrs Kandjengo

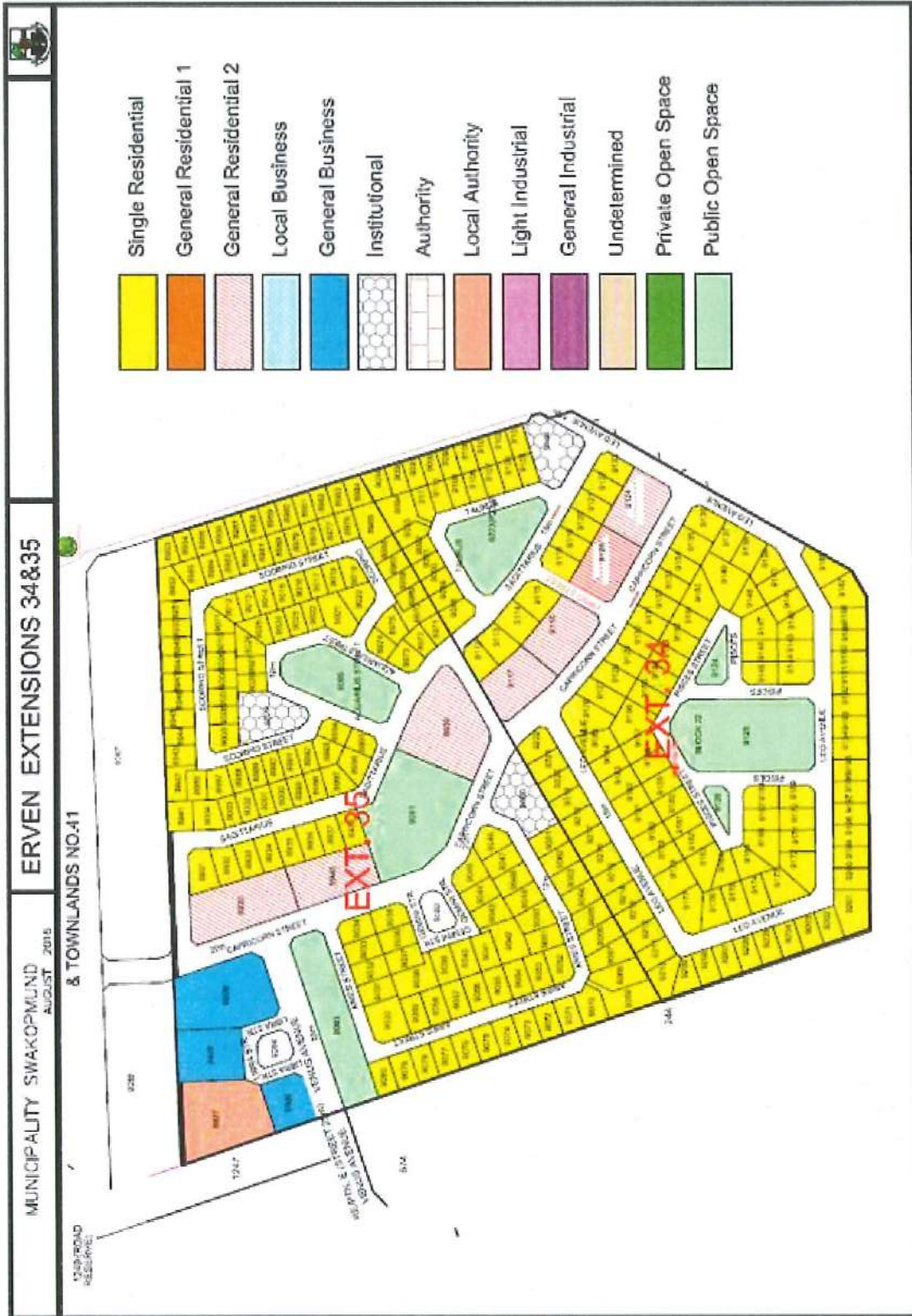
Hope all is well.

I hereby will like to inform the Council of Swakopmund with regard to the sale of the Erf 9027, I am willing to pay a monthly fee of N\$1500 - N\$2 000 a month as I did not qualify for the bank loan.

For more please don't hesitate to contact me.

Kind Regards
Laurika

ANNEXURE "B"



11.1.3 **FOOD AID INITIATIVE**
(C/M 2021/03/25 - 14/2/9/7)

Ordinary Management Committee Meeting of 11 March 2021, Addendum 7.5 page 78 refers.

A. The following item was submitted to the Management Committee for consideration:

At a Council Meeting held on **19 November 2020** under item 11.1.11 it was recommended:

- (a) *That Council nominates officials to serve on the Food Aid Committee consisting of volunteers and Municipal officials to coordinate and manage the food bank.*
- (b) *That resources, such as a warehouse for storage, transportation, and distribution centres be provided.*
- (c) *That the Economic Development Department embarks on the registration of vulnerable and unemployed residents of the community.*
- (d) *That the General Manager: Finance makes budgetary provision for food supply and staff related expenses when necessary.*

The coronavirus pandemic has brought challenges in our community, due to income and jobs losses. The tourism sector is among industries who are hard hit by the Covid-19 pandemic, a large number of households have lost income and are struggling with their living expenses as a result of temporary stoppages of work or unemployment. The majority of our residents have been pushed into extreme poverty because of the economic shocks which in turn has also increased food insecurity.

The recent food distribution program to the residents of Swakopmund highlighted the seriousness of the problem. Despite the fact that only a specific number of residents were notified of the food distribution, the turnout demonstrated the dire need for food which exceeded the food parcels available.

In light of these grave developments, Council deemed it fit to establish a food bank in order to alleviate this current reality. This initiative will coordinate the collection and distribution of food from donors. Moreover, it will provide immediate aid in the form of free food to the poor who are facing the scarcity of essential commodities due to poverty and unemployment.

Several strategies have been proposed to mitigate the problem of food loss and waste. A more probable alternative is food donation. The idea implies that organizations, retailers and individuals who intend to discard food in acceptable condition, offer such food to individuals in need or organizations which can use the food to help others. This food can be either donated or sold at considerably lower prices.

In addition, local restaurants and hotels are also stakeholders within the food business, as left-over food that is not consumed by patrons is discarded into the refuse bins. Some portions of this food can be suitable for human consumption but it is discarded due to the lack of standardization and traceability.

The Municipality will take ownership of this initiative and will also source for support and seek partnership with local government institutions and NGO's. This initiative will provide a platform for those who are interested and would like to contribute food to needy residents. Only food that is already packaged can be donated as this lasts longer and the donation of "wet food" is not encouraged. A common problem for food banks around the globe is convincing potential donors and retailers to donate food.

However, there are a number of issues related to food donation as pointed out below:

- *Donated foods must primarily reach those in need. Therefore, an identification of beneficiaries and a traceability system must be implemented to guarantee that this is achieved.*
- *Food donations should match client needs for people with different ethnic backgrounds or age groups and food safety concerns against the common belief that recipients must accept all donated foods regardless of their cultures, customs and quality.*
- *Food safety regulations - In some instances, donors may face legal action if the food they have donated later causes harm to the beneficiaries due to being unsafe for human consumption, etc.*

After consultations with key stakeholders in town, the following nominations were received to serve on the Swakopmund Food Aid Committee.

1	<i>Swakopmund Municipality: Health Services & Solid Waste Management</i>	<i>Ms Lydia Mutenda</i>
2	<i>Swakopmund Municipality: Economic Development Services</i>	<i>Ms Michelle Palmer</i>
3	<i>Swakopmund Constituency Office</i>	<i>Hon Ciske Smith Howard / Mr Victor Maswahu</i>
4	<i>Ministry of Health & Social Services</i>	<i>Ms Saima Nathaniel</i>
5	<i>Hospitality Industry of Namibia (HAN)</i>	<i>Ms Anett Kotting</i>
6	<i>Ministry of Gender Equality, Child Welfare & Poverty Eradication</i>	<i>Ms Margaret Richter</i>
7	<i>Retailers Association of Namibia</i>	<i>Mr Rudolf Otto</i>
8	<i>2 x Community Volunteers</i>	

The Swakopmund Food Aid Committee will provide leadership and oversight to the Food Bank and its activities. Food that is donated to the food bank is processed, sorted and packaged. Food that is unfit for human consumption is discarded. The food items are then placed onto a register and made available for distribution.

B. After the matter was considered, the following was:-

RECOMMENDED:

- (a) That the following nominations to serve on the Swakopmund Food Aid Committee be approved:

1	Mayor / Councilor (Chairperson)	Mayor
2	Swakopmund Municipality : Health Services & Solid Waste Management	Ms Lydia Mutenda
3	Swakopmund Municipality : Economic Development Services	Ms Michelle Palmer
4	Swakopmund Constituency Office	Hon.C. Smith Howard / Mr Victor Maswahu
5	Ministry of Health and Social Services	Ms Saima Nathaniel
6	Hospitality Industry of Namibia (HAN)	Ms Anett Kotting
7	Ministry of Gender Equality, Child Welfare & Poverty Eradication	Ms Margaret Richter
8	Retailers Association of Namibia	Mr Rudolf Otto

- (b) That the Mayor nominates two (2) community volunteers to serve as members of the Food Aid Committee.
- (c) That resources, such as a warehouse for storage, transportation, and distribution centres be provided.
- (d) That the Economic Development Services Department embarks on the registration of vulnerable and unemployed residents of the community.
- (e) That the General Manager: Finance makes budgetary provision for food supply and staff related expenses when necessary.
-

11.1.4 **EXCHANGE TRANSACTION TO ACQUIRE ERF 1152, MONDESA**
(C/M 2021/03/25 - M 1152, E 8440, E 8441, E 8442, 14/1/3/1)

Ordinary Management Committee Meeting of 11 March 2021, Addendum 7.7 page 84 refers.

A. The following item was submitted to the Management Committee for consideration:

1. **Introduction**

The purpose of this submission is to consider the exchange of Erf 1152, Mondesa (owned PS HSE Consulting and Trading Enterprises CC) for Erf 8442, Extension 31, Swakopmund (belonging to Council).

The above exchange transaction is in terms of Council's resolution passed on **30 July 2020** under item 11.1.8 (quoted below under point 2) to resolve the issues of unorganized informal trading in the vicinity.

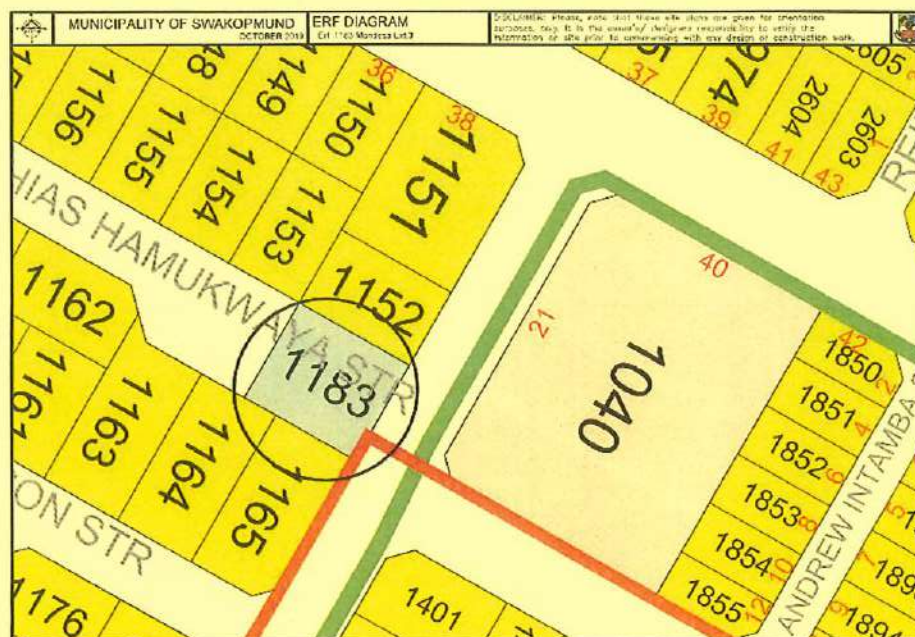
In addition to agreeing to the exchange, PS HSE Consulting and Trading Enterprises CC applies per attached e-mail dated **21 January 2021** to purchase Erven 8440 and 8441, Swakopmund (**Annexure "A"**).

The members of PS HSE Consulting and Trading Enterprises CC are: Monsozi Precious Gowases, Phillipus Sebastian Gowaseb and Linda Audrey Garises.

On **31 August 2020** under item 11.1.4 Council granted Ms Precious Gowases permission (waived the pre-emptive right) based on dire financial constraints to sell Erf 4841, Swakopmund (industrial erf).

2. **Brief Background**

The Economic Development Services Department identified Erf 1152, Mondesa as a solution to accommodate and manage various informal traders at Woermann Brock in Mondesa (Erf 1040). The proposal to Council was to acquire ownership of Erf 1152, Mondesa and consolidate it with Erf 1183, Mondesa. Once consolidated, the erf can be developed into a permanent open market structure with proper facilities and amenities.



Council considered the proposal and passed the following decision on **30 July 2020** Council passed the following decision under item 11.1.8:

- (a) That the approval of the minimum requirements as Annexure "A" (on file) for informal trading activities in Swakopmund be condoned.
- (b) That these minimum requirements be incorporated into the informal Trading by-law.
- (c) That Council approves the repurchasing of Erf 1152, Mondesa, measuring 600 m², at a market related price or exchange the erf with an appropriate business erf in Matutura.
- (d) That Council approves the repurchasing of Erf 3193, Mondesa at a market related price or exchange the erf with an appropriate business erf in Matutura.
- (e) That upon Council approval of repurchasing / exchanging of erven 1152 and 3193, Mondesa, Corporate Service and Human Capital department engages the property owners and ensures that all statutory procedures are followed.
- (f) That once purchased / exchanged, Erf 1152 and Erf 1183 be consolidated and rezoned into a Local Authority.
- (g) That Engineering and Town Planning Services provide cost estimate of the projects.
- (h) That Engineering and Town Planning Services assist with the design and planning of the permanent Open Market Structure.
- (i) That committees be establish amongst all groups.

3. APPLICATIONS BY PS HSE CONSULTING AND TRADING ENTERPRISES CC

3.1 Application for three Business Erven located in Extension 31, Swakopmund

As per the attached e-mail dated **21 January 2021** PS HSE Consulting and Trading Enterprises CC agrees to exchange Erf 1152 for Erf 8442, Swakopmund.

In addition to the exchange of Erf 8442, Swakopmund, PS HSE Consulting and Trading Enterprises CC applies to purchase Erven 8440 and 8441, Swakopmund. The combined size of the three erven (6 501m²) will enable them to establish a service station and a shopping complex which will accommodate sectors delivering basic services such as grocery stores, banks, clothing as well as small affordable business compartments for local entrepreneurs.

A map indicating the location of the three erven is **attached as Annexure "B"**.

These erven are located in Extension 31, Swakopmund which forms part of the townships serviced with Government funding. A separate submission in this regard was tabled to the Management Committee of **11 February 2021** for approval from the Ministry of Urban & Rural Development to proceed with the sale of the erven zoned other than "Single Residential" and serviced with Government funds. It was proposed in the submission that based on the cost for installation of services +25%, that these erven be sold at an **upset price** of N\$156.00/m².

Summarized the three subject erven:

	<i>Erf #</i>	<i>Size</i>	<i>Zoning</i>	<i>Price Based on N\$156/m²</i>	<i>Comments</i>
1	8440	1 424	General Business	N\$ 222 144.00	Applies to purchase.
2	8441	2 088	General Business	N\$ 325 728.00	Applies to purchase
3	8442	2 989	General Business	N\$ 466 284.00	Offered in exchange for Erf 1152, Mondesa

On **10 February 2020** Council's valuer valued Erf 1152, Mondesa at N\$400 000.00 (being 600m² x N\$650.00/m²).

A copy of the deed of sale for Erf 1152, Mondesa was provided stating that they bought the erf in the amount of N\$450 000.00 on 18 May 2020.

3.2 Application for a Business Erf in Extension 13, Mondesa

In addition to the above decision, on **30 July 2020** Council also passed the following decision under item 11.1.4 with regard to an application by PS HSE Consulting and Trading Enterprises CC to acquire an erf in Extension 13, Mondesa:

- (a) That Council takes note of the applications received for erven located in Extension 13, Mondesa; listed under point 2 in the submission.
- (b) That preference be given to the following applicants for developments because they were kept in abeyance:
- Omukumo Development Group Pty Ltd (Mr Sonny L Ndalumbumo)
 - Mafikeng Investments (Mr Ernest Lisho)
 - Dolphin Development Group (Mr L Kisting)
 - PS HSE Consulting (Precious Gowases)
- (c) That Council approves the sale of the newly created erven by public closed bid sale once Extension 13, Mondesa is serviced and an upset price can be determined.

As per Annexure "A" PS HSE Consulting and Trading Enterprises CC confirms that if Council approves the sale of Erven 8440 and 8441 in addition to the exchange of Erf 8442, they will cancel their right to acquire an erf in Extension 13, Mondesa as resolved above under point (b).

3.3 Discussion

With reference to the sale of erven located in the northern suburbs Council passed the following resolution on **30 August 2018** under item 11.1.3:

- (a) That all applicants be informed as resolved by Council for Extensions 1 and 2 Matutura on 28 March 2018 that available erven will be sold by closed bid sale once the installation of services is finalized and the townships proclaimed.
- (b) ...
- (c) ...
- (d) That the Engineering Services Department provides zoning maps of the various extensions once serviced in order for the Property Section to sell by closed bid sale the business / general residential and institutional erven (or identified erven).

As an exception, Council approved a sale where a long term lessee has to be relocated. Quoted below the decision passed on **25 January 2018** under item 11.1.2.2.

- (h) That this application be regarded as special due to the essential service rendered to the community and that no applications for business land in the DRC be considered until the statutory processes are finalised.

4. PROPOSAL

It is proposed that Council considers the following:

1. Exchange Erf 8442, Extension 31 for Erf 1152, Mondesa in terms of point (c) of Council's resolution passed on **30 July 2020** under item 11.1.8.
 - (c) That Council approves the repurchasing of Erf 1152, Mondesa, measuring 600 m², at a market related price or exchange the erf with an appropriate business erf in Matutura.

Costs:

Market Value of Erf 1152, M	=	N\$ 400 000.00
Actual Purchase Price for Erf 1152, M	=	N\$ 450 000.00
Cost of Installation of Services + 25% for Erf 8442	=	N\$ 466 284.00

2. Consider the sale of Erven 8440 and 8441, Extension 31 to PS HSE Consulting and Trading Enterprises CC. The combined size of the three erven will enable the entity to construct a mall and service station. The applicant was requested to provide a letter from a fuel supplier that they will support their development. It was stated that to obtain such letter the applicant must have land to deal from.

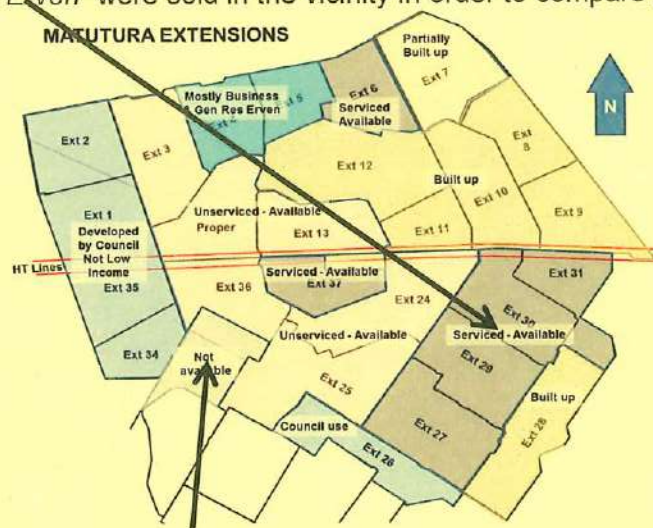
In terms of Council's Property Policy only exceptional / out of the ordinary applications are considered for sale by private treaty. The transaction of the additional two erven can be considered as part of the exchange arrangement and also as a compromise by the applicant in relinquishing a claim granted by Council on 30 January 2020 under item 11.1.4 for an erf in Extension 13, Mondesa.

Costs:

Based on the cost of installation of services plus 25% (Council's upset price for public sales), the following:

	Erf #	Size	Price Based on N\$156/m ²
1	8440	1 424	N\$ 222 144.00
2	8441	2 088	N\$ 325 728.00

Extension 31 is located on the eastern outskirts of the Mass Housing Project and no "Business Erven" were sold in the vicinity in order to compare prices.



For information: On 23 February 2017 under item 11.1.3 Council approved the purchase price for the sale of two erven by private treaty located in Extension 13, Mondesa at N\$300.00/m². Escalated until 2021 the price amounts to N\$400.00/m².

- B. After the matter was considered, the following was:-

RECOMMENDED:

- (a) That Council approves the exchange of Erf 8442, Extension 31 for Erf 1152, Mondesa which belongs to PS HSE Consulting and Trading Enterprises CC in terms of point (c) of Council's resolution passed on 30 July 2020 under item 11.1.8.

(c) That Council approves the repurchasing of Erf 1152, Mondesa, measuring 600 m², at a market related price or exchange the erf with an appropriate business erf in Matutura.

- (b) That it be noted that the above two erven are almost equal in value.
- (c) That Council be responsible for all costs for the exchange transaction of Erf 8442, with Erf 1152 (except point (h) below).
- (d) That Council considers the sale of Erven 8440 and 8441, Extension 31 to PS HSE Consulting and Trading Enterprises CC in exchange for relinquishing the claim for an erf in Extension 13, Mondesa (Council resolution passed on 30 July 2020 under item 11.1.4).
- (e) That the alienation of the three erven be for the establishment of a shopping mall and fuel station and that PS HSE Consulting and Trading Enterprises CC provides a letter of support from a fuel supplier.
- (f) That the purchase prices be determined at the cost for installation of services +25% excluding 15% VAT which has to be paid in terms of the business zoning, being:

	<i>Erf #</i>	<i>Size</i>	<i>Price Based on N\$156/m²</i>
1	8440	1 424	N\$ 222 144.00
2	8441	2 088	N\$ 325 728.00

- (g) That it be noted that the erven are zoned "*General Business*" and development of the property will be confined by the use of the property in terms of Council's Town Planning Amendment Scheme in terms of which a service station requires consent use.
- (h) That upon acceptance of points (a) until (e) above by the purchaser, Council's intention to alienate the three erven be advertised for possible objections as required in terms of the relevant two sections of the Local Authorities Act, Act 23 of 1992 at the cost of the purchaser.
- (i) That the transaction be concluded after approval has been granted by the Ministry of Urban & Rural Development; within 120 days from the last party signing the agreements.

- (j) That payment of the purchase price and 15% VAT be secured either in cash or formal bank guarantee in favour of the Swakopmund Municipality within 120 days from the last party signing the agreements.
- (k) That the following standard conditions be applicable:
- (i) *That the purchaser pays a deposit of N\$ 10 000.00 for each one of Erven 8440 and 8441 towards the statutory costs relating to the transaction including, but not limited to advertising cost, compilation of the agreement of sale, as well as any legal costs that may arise from this transaction.*
 - (ii) *That any remainder of the deposit in (i) above be refunded to the purchaser on completion of the related statutory processes.*
 - (iii) *That the purchasers accept that no rights will accrue to it from Council's resolution unless all the relevant conditions of the Property Policy are complied with in full and all the relevant authorities have given the necessary permission, if applicable.*
 - (iv) *The erven are sold "voetstoots" or "as is" with the Council giving no warranty or guarantee, whether express or implied, oral or tacit, as to the suitability of the lay-out or situation or subterranean composition of the property or any improvements thereon. The Council also does not warrant that the services installed at the property are suitable for the use intended by the Purchaser. It is therefore the obligation of the purchaser to verify that the installed electricity, sewage and water connections are suitable for the intended use of the property.*
 - (v) *Failure to pay the purchase price in cash or secure payment by formal bank guarantee on the 120th day from the last party signing the agreements will result in the transaction being cancelled without the need to place the purchaser on terms, should the purchase price be secured by a formal bank guarantee the transfer must be effected on or before the 120th day, interest will be levied as from the date of allocation or Ministerial approval until the date of registration of transfer at a rate as confirmed with Council's bank on the date of sale.*
 - (vi) *That the purchaser/s must construct structural improvements worth at least 4 times the municipal valuation of the property. Structural improvements, for purposes of this condition, shall not include the construction of boundary walls or any changes to the subterranean composition of the property;*
 - (vii) *That the said improvements must be completed within 24 months (2 years) from date of transfer.*
 - (viii) *That the property may not be alienated within 24 months (2 years) from the date of a completion certificate being issued in respect of the structural improvements, referred to in (vi) above, prior to the expiry of the said 24 month period. This restraint of alienation is to be registered against the title deed of the property.*
 - (ix) *No development or construction will be permitted to commence until the statutory processes have been completed and the erven are transferred.*
 - (x) *The agreements of sale be signed and returned to the Swakopmund Municipality, by the purchaser within 21 days of receipt thereof.*
 - (xi) *That the purchaser indemnifies Council against any claims resulting from blasting, should blasting need to be done.*
-

ANNEXURE "A"

From: PS HSE ADMIN [<mailto:admin@pshseconsulting.com>]
Sent: Thursday, 21 January 2021 04:57 PM
To: Stephny Bruwer
Cc: Andre Plaatjie; Rauna Shipunda; Ndiili Kandjengo
Subject: RE: Erf 1152, Mondesa

Dear Stephny,

Please take note that this mail has reference below.

We have considered the option of exchanging erf 1152 with a general business plot. We have looked at the available business erfs as provided by your office and we have come to the following conclusions:

1. We agree to exchange our erf 1152 Mondesa with Erf 8442 in extension 31
2. In addition, we would like to request for an offer to purchase erf 8440 and erf 8441. This will allow us to establish the following services which we believe are currently not available for the surrounding residents:

These services are:

- A service station
- Shopping complex which will accommodate sectors delivering basic services such as grocery stores, Banks, clothing as well as small affordable business compartments for local entrepreneurs.

If the above is approved, we therefore cancel the previous application for an erf on extension 13.

We are delighted to pursue this project as soon as we have approval.

We look forward to your favorable response.

Thank you,

Precious Gowases,

PS HSE Consulting

Approved Inspection Authority: **A.I.A. 14/33**

Occupational Hygiene Technologist (**ROHT**) SAIOH

Karakulia Business Complex; Rakatoka Street; Unit 3

P.O. Box 8454 Swakopmund Namibia

Mobile: **+264 814363573**; E-mail: admin@pshseconsulting.com; website:

www.pshseconsulting.com



"Making Health, Safety & Environmental implementation EASY & PRACTICAL"

ANNEXURE "B"



11.1.5 **MUSEUM CAFÉ SWAKOPMUND: REQUEST TO LEASE A PORTION OF THE SIDEWALK ADJACENT TO THE MUSEUM**
(C/M 2021/03/25 - 13/3/1/6)

Ordinary Management Committee Meeting of 11 March 2021, Addendum 7.8 page 92 refers.

A. The following item was submitted to the Management Committee for consideration:

1. **Purpose**

The purpose of this submission is for Council to consider the application of Ms Ulrike Meyer trading as Museum Café to lease a portion of the sidewalk adjacent to the Museum for the interim pending the ruling of the High Court in a civil proceeding between Ms U Meyer and the Scientific Society regarding her subleasing the café area of the museum building.

2. **Introduction**

A letter dated **11 November 2020** attached as **Annexure "A"** was received from Ms Ulrike Meyer of Museum Café requesting that Council leases the sidewalk situated next the Museum Café to them for the interim.

The Scientific Society cancelled the outside seating lease agreement with Council effective **1 October 2020**. Ms U Meyer is currently leasing the café as per agreement with Gelataria Pia CC, the entity that manages the operation of the Scientific Society. It should be kept in mind there is court case serving at the High Court that is between the Society and Mrs Ulrike Meyer who is a third party that subleases the café area and outside seating.

The portions of the sidewalks are 5m on the western boundary and 3m on the northern boundary and are measuring 69.50m² in total.

The sidewalk has been leased to the Scientific Society of Swakopmund since 2008 for seating purpose to serve the Museum Café. The museum cafe and outside seating were developed to generate income to sustain the museum in terms of Council's decision passed **04 December 2007**, under item 11.1.8.

The Scientific Society on **21 August 2020** terminated the lease agreement for the sidewalk with effect from **01 October 2020** due to the current difficult economic situation until such time the economy has recovered. Approval was granted by Council on **19 November 2020** under item 11.1.5 as follows:

- (a) *That Council takes note of the termination of the lease agreement for the lease of the sidewalk adjacent to the Museum by the Scientific Society Swakopmund with effect from **01 October 2020** and agrees to waive the 3 months' notice period.*

- (b) *That Council accepts the one-month notice of termination the lease agreement for the sidewalk adjacent to the Museum by the Scientific Society Swakopmund.*
- (c) *That the Scientific Society Swakopmund be informed that the lease is cancelled and not merely suspended for an interim period.*
- (d) *That Scientific Society Swakopmund provides an update on their civil court case in order to execute Council's resolution passed on 26 March 2020 under item 11.1.8.*

Although the Scientific Society cancelled the lease for the outside seating, Ms Ulrike Meyer of Museum Café is still operating from the cafeteria area pending the ruling of the High Court. She states that the outside seating is fundamental to the successful operation of the cafeteria.

Ms Meyer confirmed that the legal matter will be heard by the High Court on **18 February 2021**.

3. Background

On **08 August 2019**, a letter was received from Malherbe Associates Inc on behalf of Ms Ulrike Meyer. In the letter, it was stated that Ms Meyer has been sub-leasing the museum café and outside seating from the Society for the past 3 and a half years. The Scientific Society refused to renew their lease agreement for a further period as they have signed an agreement with a new lessee.

According to Malherbe Associates Inc, the Scientific Society has been subletting the property without permission of Council. The two parties are now in dispute as a result of the lease agreement with Ms Meyer not being renewed by the Scientific Society.

Malherbe Associates Inc appealed to Council to lease the museum café area and outside seating directly to Ms Meyer.

A letter dated **22 August 2019** was received from ENSAfrica on behalf of the Scientific Society claiming that Malherbe Associates made false allegations and that no lease agreement exists between the Scientific Society and Ms Meyer.

According to ENSAfrica the two parties are in dispute since the Scientific Society gave her notice to vacate the lease area she is unlawfully occupying the café without their permission. Their position is that they have an agreement only with Gelateria Pia CC since 2016, not with Ms U Meyer. In 2016, the Scientific Society sub-leased the café and pavement to Gelateria Pia Close Cooperation who again sub-leased the property to Mrs Meyer. The agreement between the Scientific Society and Gelateria Pia CC lapsed on **31 July 2019** and Gelateria has not applied for an extension.

On **04 July 2019** the Scientific Society applied for permission to sublet the museum café and the outside seating on the pavement to

a third party, their application was submitted to Council and the following resolution was resolved on **31 October 2019**, item **11.1.20**:

- (a) *That the application from Messrs Scientific Society Swakopmund to sublet the museum café and outside seating in order to generate income for purposes of supporting the operation of the museum; subject to the finalization of the amendment of the lease of the Museum building to a defined period not be approved.*
- (b) *That Council invites expression of interest for the leasing of the Café Area from the public.*

The above was amended, on **30 January 2020** under item 11.1.22 and the following was resolved:

- (c) *That the following amendments be made to item 11.1.20 with regard to the Cafe Area and Outside Seating of the building on Erf 10028, Swakopmund:*
- (i) *Point (b):*
Current wording:
- (b) *That Council invites expression of interest for the leasing of the Café Area from the public.*
- Amended wording:*
- (b) *That Council invites expression of interest for the leasing of the Café Area and Outside Seating Area (pavement) from the public.*
- (ii) *That the lease periods for the Scientific Society Swakopmund for these two areas terminates upon finalization of the process of inviting expressions of interest.*

Subsequent to the above resolution, Council passed the following decision on **26 March 2020** under item 11.1.18 after considering the application of the Society for subletting the museum café and the outside seating on the pavement to a third party:

- (a) *That the Swakopmund Scientific Society be informed that the content is noted of their various letters dated 20 and 30 January and 17 February 2020; but that Council will only reconsider their decisions with reference to the café area and outside seating (cancellation / permission to sub-lease) once a ruling of the High Court is passed with regard to their court case with the current occupier of the café area.*
- (b) *That Council repeals the following decisions with reference to the museum in order to have one decision containing the various amendments (some points are therefore being repeated):*
- *Item 11.1.19 of 31 October 2019;*
 - *Item 11.1.22 of 30 January 2020*

Based on the above resolution, the Scientific Society was allowed to continue with the lease of the café area of the museum building and outside seating until the process of inviting expressions of interest is finalized. However, the leasing of the outside seating was terminated as per Council's resolution of **19 November 2020** under item 11.1.5.

4. Current Situation

Considering the lease agreement between Council and the Scientific Society for the outside seating was terminated, Ms Meyer is asking permission from the Council to lease the sidewalk for seating while the court case is be resolved.

According to Ms Meyer, they learnt that Council terminated the lease agreement with the Scientific Society for the sidewalk without being informed by the Society. Since they are still using the museum café, their business will be jeopardized and it will be difficult for them to serve their guests without outside seating.

A site inspection was conducted on **28 January 2021** and it was found that the museum café closed. Ms Meyer was contacted telephonic and confirmed that they are on holiday until **29 January 2021**. She also confirmed that they were open during the festive season and has been utilizing the outside seating area. They now are seeking approval of Council to lease the outside seating area to serve their customers until the finalization of the case with the Society at the High Court.

Considering that the lease agreement between Council and the Scientific Society Swakopmund for the sidewalk has been terminated, Council may lease the area on a monthly basis to Ms Meyer who is currently occupying the Museum Cafe. The lease approval will only be valid pending the outcome of the matter in the High Court.

It is therefore proposed that permission be granted to Ms Ulrike Meyer trading as Museums Café to lease the sidewalk for seating purpose for the interim period.

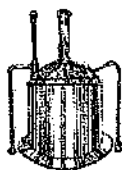
Finance Department confirmed that the lease tariff is currently at N\$ 49.58/m² plus 15% VAT considering that no annual increase in lease tariffs was applied for the period of **01 July 2020 until 30 June 2021**.

B. After the matter was considered, the following was:-

RECOMMENDED:

- (a) That permission be granted to Ms Ulrike Meyer trading as Museum Café to lease a portion of the sidewalk measuring 69.50m² adjacent to the museum for a period of six months commencing from 01 October 2020 until 31 March 2021 or until the High Court ruling is finalized whichever is earlier.
- (b) That the lease amount be N\$49.58 m² per month x 69.50 m² = N\$3 445.81 + N\$516.87 (15% VAT) = N\$3 962.68 with an annual escalation of 7% starting 1 July 2022.

- (c) That the lease be subject to the standard conditions and the following:
- (i) That a deposit equal to 1 months lease be paid in advance by the applicant.
 - (ii) That a notice of termination period of three (3) months for both parties be applicable.
 - (iii) That the demarcated area be barricaded by way of a non-permanent fixture, such as rope.
 - (iv) That the Lessee does not operate later than 22:00.
 - (v) That the Lessee shall keep the existing sidewalk, between the open-air café and restaurant open for the general public's use.
 - (vi) That the Lessee is responsible to keep and maintain the hired property in a proper condition and to maintain and deliver the same at the termination of this lease in good order and condition, reasonable wear and tear that the Lessor shall determine, excluded.
 - (vii) That during any maintenance work at / to the hired property, Council takes no responsibility to the Lessee for any loss or damage arising from such maintenance work or delays in connection with such works.
 - (viii) That no improvement or changes, or any other work on the hired property may be done by the Lessee without the written permission of the Lessor first had and obtained.
 - (ix) That no sub-letting is permitted to cede or assign this agreement or any portion thereof, nor shall it be allowed to sublet in any manner any portion of the hired property, without the written consent of the Lessor first being had and obtained.
 - (x) That the Lessor or his duly authorized representative, shall at all reasonable time have the right to enter the hired property for the purpose of carrying out an inspection and to ensure that all applicable regulations and by-laws are being adhered to by the Lessee.
 - (xi) That the Lessee shall indemnify and keep indemnified the Lessor during the full period of this agreement against possible claims, which may arise from the use of the hired property by the Lessee.
- (e) That upon acceptance of the lease conditions, a lease agreement will be compiled and signed by the parties within 21 days.
- (f) That all costs involved in the transaction be for the Lessee's account.
- (g) That should the Lessee cease operating they have to reinstate the area to its original layout at their own cost.
- (h) That the Lessee indemnifies and keep Council indemnified during the full period of this agreement against possible claims, which may arise from the use of the pavement by the Lessee.
-

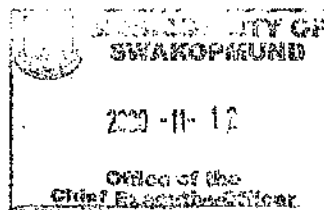


Museums Café Swakopmund
Alte Brauerei Stube

Alpheus Benjamin
Chief Executive Officer
Municipality of Swakopmund
Corner of Rakutoka & Daniel Kamho Street



13/3/20
Museums Café
Molen Weg, Swakopmund
0811227264
ulrike@tway.na
11 November 2020



Dear CEO,

Request of renting of the sidewalk next to the Museums Café

We the Museums Café are a café situated next the Museum and the playground at the Mole. We have been operating since 2016 and are well received by the public.

As we are approaching the festive season, the Café is starting to get productive. As we have not been directly informed by the Scientific Society, the termination of the lease contract will jeopardize our business and the livelihood of our hardworking staff, we hereby appeal for renting the space from Council. If Council will permit us to rent the space for the interim, it will provide us a suitable seating area for the guests at the Museums Café. The seating area next to the playground is the extremely well received among the parents who enjoy a cup of coffee or tea while the children can enjoy themselves on the playground while under their parent's supervision.

Thanking you,

Your Sincerely,

Ulrike Meyer

Owner

13/3/16

Scientific Society Swakopmund
Wissenschaftliche Gesellschaft Swakopmund
(Incorporated Association not for gain)

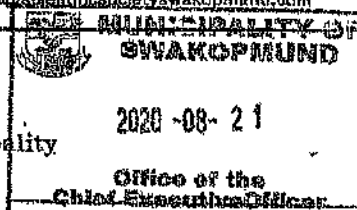
www.scientificsocietyswakopmund.com
Sam Cohen Library
Tel.: +264-(0)84-402895
Fax: +264-(0)84-400763
P.O. Box 361
Swakopmund, Namibia
office@scientificsocietyswakopmund.com



Museum
Tel.: +264-(0)84-402048
Fax: +264-(0)84-492048
P.O. Box 361
Swakopmund, Namibia
museum@scientificsocietyswakopmund.com

Swakopmund, 21 August 2020

To: A.A. Benjamin, CEO of the Swakopmund Municipality
CC: M. P. C. Swartz, GM Corporate Services and HR



Notice of Cancellation / Termination of the Memorandum of Lease for certain portions of the sidewalk adjacent to the Museum

Dear Mr. Benjamin,

We, the Scientific Society Swakopmund, are in a dire economic situation owing to the loss of income since no tourists can visit the Swakopmund Museum or the Sam Cohen Library and Archives as a result of the COVID-19 restrictions. Thus, we are necessitated to consider possibilities to cut costs where possible.

Since the Museum Café is currently only a liability for us, and not a source of income anymore, we would like to cancel the lease of the sidewalk for the time being and until such time that the economic situation has improved and/or until such time that we have assurance that we are able to derive an income from the Museum Café again.

Please accept this correspondence as our formal 3 (three) months' notice to terminate the lease agreement as per clause 1.2.1. of the agreement. Taking the required notice period into consideration, we are required to pay rental until November 2020. We however kindly request that your good office, in light of the dire economic circumstances, consider waiving the 3 (three) months' notice period and to agree to early termination of the lease on 1 (one) months' notice and that the last payment to be for September 2020.

We trust that your office will sincerely consider our plight for early termination of the agreement.

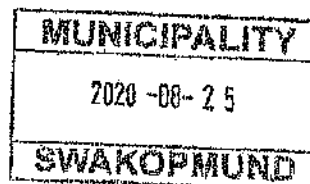
We wish to thank you in advance for your consideration and understanding herein.

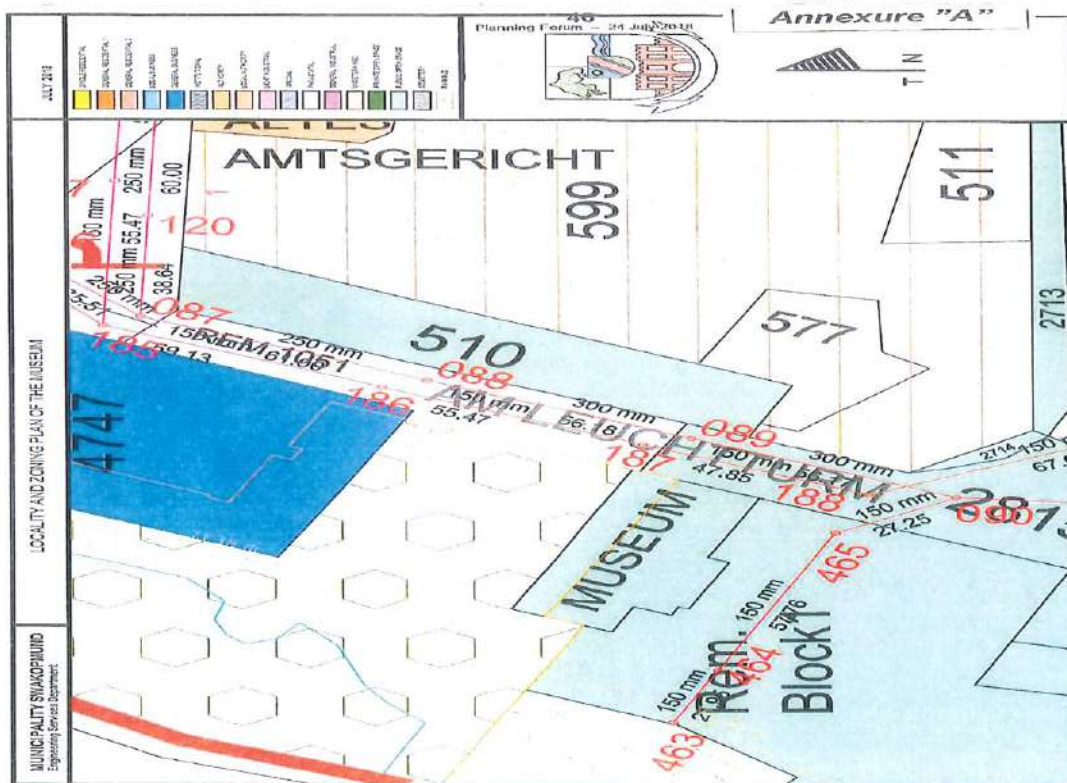
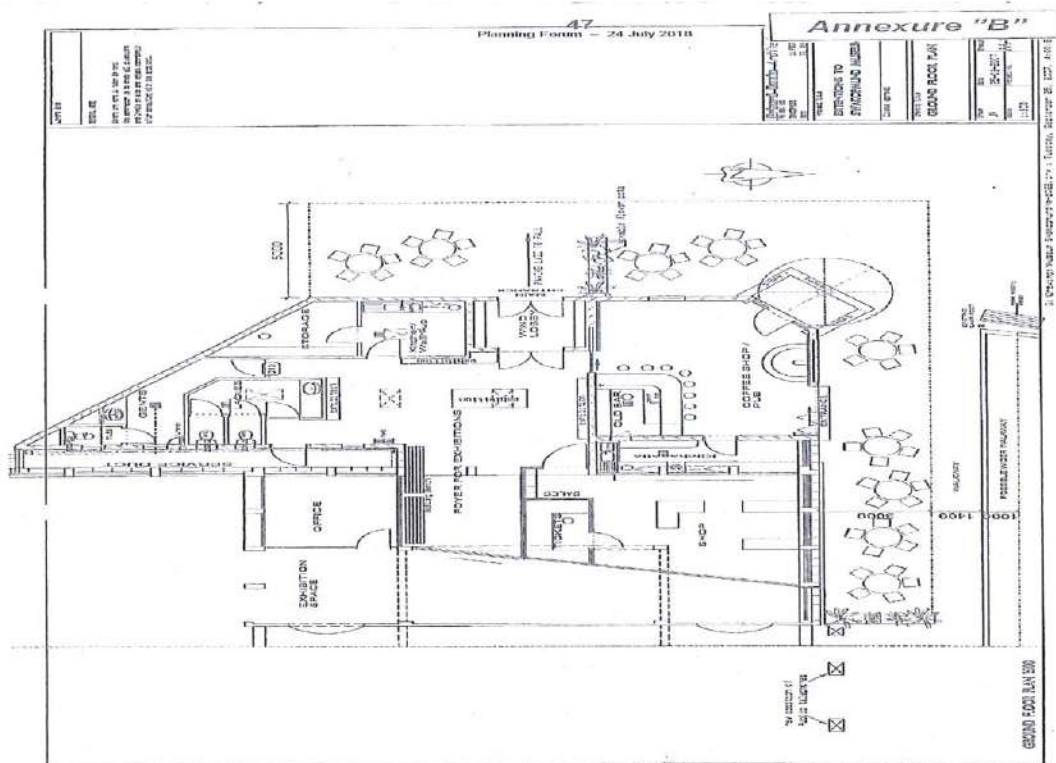
Yours sincerely,

K. Gebhardt

K. Gebhardt

Chairperson of the Scientific Society Swakopmund





Margaret Sheehama

From: Margaret Sheehama
Sent: Friday, 29 January 2021 14:55
To: Hannelie Loch
Cc: Stephny Bruwer
Subject: RE: lease todate - Sidewalk area

Thank you

From: Hannelie Loch
Sent: Friday, 29 January 2021 11:06 AM
To: Margaret Sheehama
Cc: Stephny Bruwer
Subject: RE: lease todate - Sidewalk area

Tariff 2020--49.58

Hannelie Loch | Debtors & Property Clerk | Finance | 4318

From: Margaret Sheehama
Sent: Friday, 29 January 2021 10:43 AM
To: Hannelie Loch
Cc: Stephny Bruwer
Subject: RE: lease todate - Sidewalk area

Your reply is awaited.

Margaret Sheehama | Property Officer | Corporate Services & Human Capital | 4213

From: Margaret Sheehama
Sent: Thursday, 28 January 2021 02:05 PM
To: Hannelie Loch
Cc: Stephny Bruwer
Subject: lease todate - Sidewalk area

Dear Hannelie

Kindly indicate the latest monthly lease amount for the sidewalk adjacent to the museum.

For information , please take note of the following resolution:

On 30 August 2018 under item 11.1.2, Council approved the renewal of the lease agreement for another 5 years and passed the following decision among others:

- (a) That lease agreement for Scientific Society Swakopmund to lease certain portions of the sidewalk adjacent of the Museum that is situated on the Remainder of Block 1 be renewed for 5 years.
- (b) That lease commence 01 October 2018 to 30 September 2023 for the following portions:
- ① for an encroachment of five (5) meters wide onto the pedestrian walkway on the western boundary of the Museum to accommodate 4 tables throughout the year and
 - ② granted for an encroachment of three (3) meters wide onto the walkway of the northern boundary of the Museum to accommodate a maximum of four (4) tables
- (c) That the lease amount be $\text{N\$}40.99/\text{m}^2$ per month $\times 69.50 \text{ m}^2 = \text{N\$}2\,848.81 + \text{N\$}427.32$ (15% VAT) = $\text{N\$}3\,276.13$, with an annual escalation of 10% starting 1 July 2019.
- (d) That the lease be subject to the standard conditions and the following:

Margaret Sheehama

From: Ulrike Meyer <ulrike@iway.na>
Sent: Wednesday, 10 February 2021 08:41
To: Margaret Sheehama
Cc: Stephny Bruwer
Subject: AW: request to rent the sidewalk next to the museum

Dear Mrs Sheehama,

We would like please to rent the sidewalk as from December 2020 until the court case is resolved in the High Court, directly from the Municipality.

You accept the answer here by email ?

Kind Regards

Ulrike Meyer
081 – 122 7264

Von: Margaret Sheehama <msheehama@swkmun.com.na>
Gesendet: Mittwoch, 10. Februar 2021 08:20
An: ulrike@iway.na
Cc: Stephny Bruwer <sbruwer@swkmun.com.na>
Betreff: request to rent the sidewalk next to the museum

Dear Ms Meyer

I refer to you letter dated 11 November 2020 regarding the above mentioned request.
In the said letter you indicated that you need permission to rent the space for the "Interim".
Kindly indicate whether you wanted to lease the area for December 2020 to January 2021 or until the case between you and Scientific Society is resolved by the High Court.

We need your clarity in writing in this regard.

Kind Regards

Margaret Sheehama (Property Officer)



Margaret Sheehama
Property Officer | Corporate Services & Human
Capital
Municipality Swakopmund

11.1.6 **SAAMSTAAN JUKSKEI CLUB SWAKOPMUND: RENEWAL OF LEASE AGREEMENT**

(C/M 2021/03/25 - N 7/4/3, V 118)

Ordinary Management Committee Meeting of 11 March 2021, Addendum 7.9 page 102 refers.

A. The following item was submitted to the Management Committee for consideration:

1. Introduction

This submission is tabled to consider the application dated **28 January 2021 (Annexure "A")** by Saamstaan Jukskei Club Swakopmund for the renewal of their lease agreement with Council. The lease period was for 4 years and 11 months; which period commenced on **01 March 2015** and lapsed on **31 January 2020**.

*Attachments: Annexure "B" location map (diagram A 793/2019)
Annexure "C" aerial photo*

The club was contacted during 2020 to enquire whether they intend to renew the lease period. At the time the club experienced delays/disruptions due to the change of chairmanship. Their confirmation letter dated **28 January 2021** was eventually received. Saamstaan Jukskei Club Swakopmund applies for a new lease period commencing from **01 February 2020** until **31 January 2025** which is for a period of 5 years. Council's standard three months' notice of cancellation applies for both parties.

2. Short Background

On **26 September 1991**, under item 6.1.10 Council approved the initial application of the Western Jukskei Wyksbond (the name at the time) to establish 10 jukskei courts at the current site for their use and to maintain the courts at their own expense.

Saamstaan Jukskei Club Swakopmund is a non-profit organization and has 36 registered members. Saamstaan Jukskei Club Swakopmund applied to lease a portion of the public open space, measuring 1 755m², known as the jukskei park that is situated partly on Erf 89 and adjacent to Scultetus Street in Vineta. The lay-out of the park area was redesigned and the lease area is now located on Erf 118, Vineta of which diagram A 793/2019 states the total size as 1.0926 hectares.

They practice 4 days a week if it is not windy and league matches take place three times every six months. An annual highlight of the club is the national championships that are hosted for a week once a year at which people from all over Namibia participate. The previous lease period was for 4 years and 11 months, which period expired on **31 January 2020**. The Saamstaan Jukskei Club

Swakopmund paid an annual rental which amounts to N\$2 295.70 + 15% VAT, was N\$ 344.36 = N\$2 640.06; the rental tariff in the past escalated annually with 10% on **01 July** each year.

The lease tariff was determined by Council on **29 April 2015** under item 11.1.7 after comparing the various other lease agreement with clubs and complying with the criteria prescribed in terms of the Property Policy; i.e.

- (iii) *land is leased at a nominal rental amount between N\$500.00 and N\$5 000.00 (+15% VAT) per annum in Council's discretion, subject to an annual escalation of 10% on 1 July;*
- (iv) *a deposit equal to the annual lease be paid in advance by the entity;*
- (v) *when considering the annual rental amount, the following will be taken into consideration:*
 - (a) *number of members:* *Messrs Saamstaan Jukskei Club Swakopmund has 36 registered members*
 - (b) *size of the portion applied for:* *1 755m²*
 - (c) *location of the portion applied for:* *Public Open Space, Erf 118, Vineta located adjacent to Scultetus street in Vineta. The lease site is located in an upmarket residential area close to the seafront.*

4. Current Situation

Saamstaan Jukskei Club Swakopmund is a non-profit organization with few contributing members. The club is active and well managed. The park area is still accessible to the general public, except when competitions are taking place. The lease amount is currently N\$2 295.70 per annum, of which the next increase will be July 2021 at 7%.

5. Proposal

It is proposed that Council considers the application by Saamstaan Jukskei Club Swakopmund for the renewal of their lease agreement for the leasing of a portion of the Public Open Space, measuring 1 755m² (Erf 118, Vineta).

The terms and conditions contained in Council's standard lease agreement will apply as well as any amendments and further conditions that Council may require.

Since the Saamstaan Jukskei Club Swakopmund did not request for a review of the lease tariff and the fact that the area falls in an upmarket suburb, it is proposed that the annual rental tariff remains as per approved Council resolution of 29 April 2015 with an annually 7% escalation. Meaning that the annual rental tariff is N\$2 295.70 + 15% VAT, being N\$ 334.36 = **N\$2 640.06**.

The club maintains the jukskei area and 10 courts, but the lawn area is maintained by Council as the area is accessible by the public for their enjoyment.

B. After the matter was considered, the following was:-

RECOMMENDED:

- (a) That Council takes note of the application by Saamstaan Jukskei Club Swakopmund for the renewal of the lease agreement for the lease of a portion of Erf 118, Vineta, measuring 1 755m².
- (b) That the rental tariff be N\$2 295.70 + 15% VAT, being N\$ 344.36 = N\$2 640.06 with a 7% annual escalation, the first being 01 July 2021.
- (c) That the lease agreement will be subject to the existing and amended conditions as stipulated below and any further conditions that Council may require:

Following are the conditions for the lease agreement:

1. Lease Period

The lease shall commence on 1 March 2020 irrespective of renewal approval by Council and signing date of the lease agreement and shall run for the period of 5 years.

2. Payments

- 2.1 *N\$2 295.70 + 15% VAT, being N\$ 344.36 = N\$2 640.06 with a 7% escalation on 01 July 2021 and every consecutive year.*
- 2.3 *The rental amount as quoted must be payable per annum in advance on or before the 7th day of each month to the Municipality free of bank commission.*
- 2.4 *A refundable deposit equal to a year's rental is payable in advance.*

3. Use of the Property and Responsibilities

- 3.1 *The LESSEE shall comply with all conditions laid down by the GM: Health in terms of the Health Regulations of the LESSOR and all other applicable municipal regulations.*
- 3.2 *The PROPERTY shall not be used for any other purpose than for the purpose of playing and promoting jukskei and related activities on the PROPERTY.*
- 3.3 *The LESSEE is responsible at all times to keep the area in a neat and tidy condition.*
- 3.4 *Council shall remain responsible for the maintenance of the lawn area.*
- 3.5 *The LESSEE must ensure that no structures, whether permanent or temporary, other than those indicated on the aerial photo (Annexure "C") (on file), shall be erected on the allocated area.*
- 3.6 *The LESSEE shall remove all approved structures should the courts no longer be in use and restore the area to its original condition.*

4. Right of Access

The Municipality shall at all times have the right of access to the HIRED PROPERTY being leased for the purpose of carrying out inspections in order to ensure that all applicable regulations and requirements are being complied with by the LESSEE.

5. Prohibition against Sub Letting

The LESSEE shall not cede or assign this agreement or any portion of the portion of the HIRED PROPERTY OR THE PORTION THEREOF.

6. Indemnity

The LESSEE shall keep the LESSOR indemnified during the lease period of this lease agreement against any possible claims which may arise from the use of the PROPERTY by the LESSEE and if required to do so by the Municipality, shall furnish the Municipality with an acceptable all- risk indemnity policy.

7. Breach of Conditions

If the LESSEE breaches any conditions of the agreement, the lease may be cancelled at the entire discretion of the Municipality by giving thirty (30) days' notice in writing to the LESSEE, and the LESSEE shall restore the HIRED PROPERTY to a proper condition at his own cost and to the satisfaction of the Municipality within the sixty (60) days from date of such notification. Whether the lease is terminated by way of expiration or by breach of contract the LESSEE shall for its own account restore the PROPERTY to its original condition and to the satisfaction of the Municipality.

8. Termination

8.1 *This lease agreement is terminable at any time by either party giving or receiving three (3) months' notice in writing.*

8.2 *In the event of termination of this agreement, the LESSEE shall have no claim for compensation in respect of any improvements effected on the property, provided that the LESSEE may remove any such improvements from the property within 60 days from date of termination, failing which all such improvements shall become the property of the LESSOR, provided further that the LESSEE shall be responsible for all costs incurred by the LESSOR or loss sustained by it as a result of any negligence on the part of the LESSEE so to remove any improvement or to restore the property to its proper condition.*

(d) That the intended lease be published in terms of the Local Authorities Act, Act 23 of 1992, as amended.

(e) That it also be noted that no complaints from the public have been received to date.

SAAMSTAAN JUKSKEI CLUB

CHAIRPERSON: G.L. BOSHOFF

g.l.boshoff@swakopmund.nam | Tel: 081 2822241

Club: 081 2822241

P.O. Box 1380 Swakopmund

Date: 28/01/2021

From: SAAMSTAAN JUKSKEI CLUB
P.O. BOX 1380
SWAKOPMUND

MUNICIPALITY OF SWAKOPMUND
ATT: MS A. UUSHONA

RENEWAL OF LEASE AGREEMENT:

I would like to start with an apology to you, Ms. Uushona for the late reply on you letter but it is re;;y for unforeseen reasons.

This letter is a formal request to renew the lease agreement on SAAMSTAAN JUKSKEI PARK SWAKOPMUND for a further term of 5 years.

The lease expires on 31 January 2021 and we would like to renew it until 31 January 2026.

We hope that you will favorably consider our request.

Sincerely


MRS GIELIANA BOSHOFF
CHAIRPERSON

ANNEXURE "B"

APPROVED		<i>Quitta</i> 17 FEB 2020		No.A793/2019		
for SURVEYOR-GENERAL		SHEET 1 of 2 SHEETS				
SIDES metres	ANGLES OF DIRECTION	CO-ORDINATES		Designation		
		Y	X			
A B	8.99	241.04.10	A	+48 370.64	+72 807.19	118b
B C	8.77	267.34.00	B	+48 362.77	+72 802.84	118c
C D	53.09	253.51.00	C	+48 354.00	+72 802.47	118d
D E	25.90	265.37.30	D	+48 303.01	+72 787.70	118e
E F	65.06	285.26.20	E	+48 277.19	+72 785.73	88b
F G	7.36	4.05.40	F	+48 214.47	+72 803.05	88c
G H	12.48	32.12.00	G	+48 215.00	+72 810.39	2736
H J	12.46	56.13.10	H	+48 221.65	+72 820.95	2737
J K	12.22	79.49.20	J	+48 232.01	+72 827.88	2737a
K L	63.14	81.10.20	K	+48 244.04	+72 830.04	2738
L M	44.82	61.42.40	L	+48 306.43	+72 839.73	118k
M N	21.42	16.41.30	M	+48 345.90	+72 860.97	118l
N P	7.07	106.41.30	N	+48 352.05	+72 881.49	2781a
P Q	14.95	61.44.20	P	+48 358.82	+72 879.46	2781b
Q R	7.07	16.41.30	Q	+48 371.99	+72 886.54	2782a
R S	25.01	331.41.40	R	+48 374.02	+72 893.31	2782b
S T	10.84	58.30.40	S	+48 362.16	+72 915.33	2783
T U	21.31	87.15.20	T	+48 371.40	+72 920.99	95b
U V	16.39	151.52.20	U	+48 392.69	+72 922.01	92d
V W	7.12	106.34.40	V	+48 400.42	+72 907.56	91c
W Y	5.01	61.43.40	W	+48 407.24	+72 905.52	91b
Y Z	25.91	182.17.00	Y	+48 411.66	+72 907.90	91a
Z A1	26.54	195.30.50	Z	+48 410.62	+72 882.01	118y
A1 B1	10.03	209.38.20	A1	+48 403.53	+72 856.44	118a
B1 A	49.22	214.34.10	B1	+48 398.56	+72 847.72	90a

COMPONENTS:

- 1 The figure abcdB1 represents Erf 117 Vineta,vide SG No.A791/2019 annexed to Deed of Transfer No.
- 2.The figure efghjk represents Erf 89 Vineta,vide SG No.A789/2019, annexed to Deeds of Transfer No.
- 3.The figure EFGHJKml represents Erf 116 Vineta,vide SG No.A788/2019 annexed to Deeds of Transfer No.
- 4.The figure ABCDElmKLMNPQRSTUVWXYZA1B1dcba, excluding efghjk represents Erf 115 Vineta,vide SG No. A792/2019 annexed to Deeds of Transfer No.

The figure A B C D E F G H J K L M N P Q R S T U V W Y Z A1 B1 represents 1.0926 Hectares of land being .

Erf 118 Vineta

(comprising 1,2, 3 and 4 above)

Situated in the Municipal Area of Swakopmund
Registration Division G, Erongo Region,
Republic of Namibia
Compiled in October 2019

Hangula
Jerusha Hangula
Professional Land Surveyor

This Diagram is annexed to No.	The original diagram is as quoted above	S.R. No.Compiled
Registrar of Deeds	Transfer No.	General Plan No.G36
		Noting Plan:MD-6CA/X2
		File:Vin.A

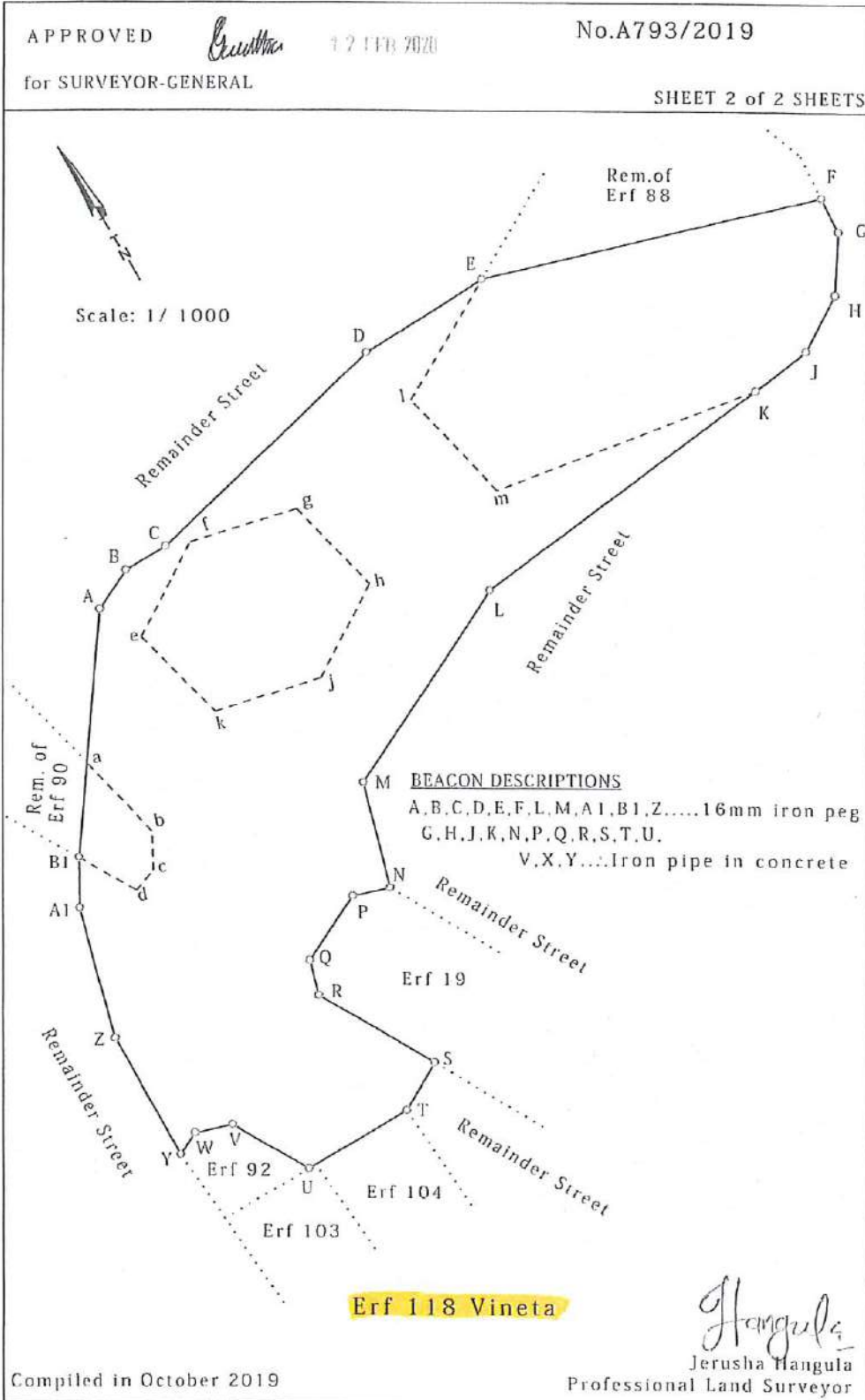
APPROVED

12 FEB 2020

No.A793/2019

for SURVEYOR-GENERAL

SHEET 2 of 2 SHEETS



Erf 118 Vineta

Compiled in October 2019

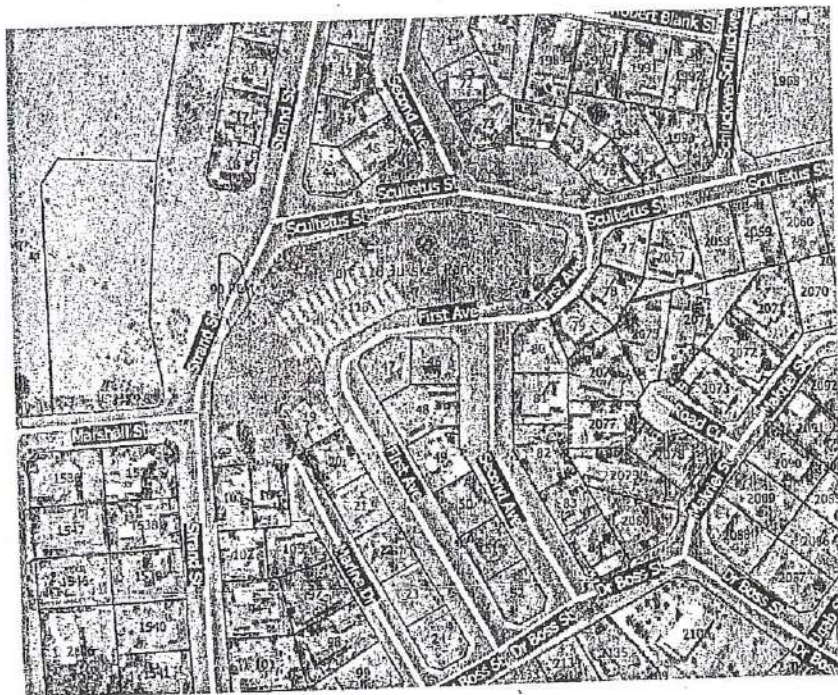
Hangula
Jerusha Hangula
Professional Land Surveyor

ANNEXURE "C"

⇒ a duplicate set of the following original diagrams:

- A 787/2019 – Erf 88
- A 788/2019 – Erf 116
- A 789/2019 – Erf 89
- A 790/2019 – Erf 90
- A 791/2019 – Erf 117
- A 792/2019 – Erf 115
- A 793/2019 – Erf 118
- A 81/2020 – Erf 113

Below a lay-out of the area:

**Legend**

- Cadastral boundaries
- ▭ erf 118 Jukskei Park
 - ▭ Erven

ANNEXURE "D"

Council on 29 April 2015, under item 11.1.7 passed a decision as follows:

- (a) That the application of Messrs Saamstaan Jukskei Club Swakopmund to lease a portion of the Public Open Space, known as the Jukskei Park, measuring 1 755m² which is partly situated on Erf 89 and adjacent to Scultetus Street, Vineta; be approved.
- (b) That the annual rental tariff be approved at N\$1 425.50 + 15% VAT, being N\$ 213.82 = N\$1 639.32 with a 10% escalation on 01 July 2015 and every consecutive year.
- (c) That the lease agreement be subject to the existing and amended conditions as stipulated below and any further conditions that Council may require:

Following are the conditions for the lease agreement:

3. Lease Period

The lease shall commence on 1 March 2015 irrespective of date of signing the lease agreement and shall run for the period of 4 years and 11 months, with an option to renew.

4. Payments

2.1 N\$1 425.50 + 15% VAT, being N\$ 213.82 = N\$1 639.32 with a 10% escalation on 01 July 2015 and every consecutive year.

4.2 The rental amount as quoted must be payable per annum in advance on or before the 7th day of each month to the Municipality free of bank commission.

2.3 A refundable deposit equal to a year's rental is payable in advance.

3. Use of the Property and Responsibilities

3.1 The LESSEE shall comply with all conditions laid down by the GM: Health in terms of the Health Regulations of the LESSOR and all other applicable municipal regulations.

3.2 The PROPERTY shall not be used for any other purpose than for the purpose of playing and promoting jukskei and related activities on the PROPERTY.

3.3 The LESSEE is responsible at all times to keep the area in a neat and tidy condition.

3.4 Council shall remain responsible for the maintenance of the lawn area.

3.5 The LESSEE must ensure that no structures, whether permanent or temporary, other than those indicated on the aerial photo (Annexure "C"), shall be erected on the allocated area.

3.6 The LESSEE shall remove all approved structures should the courts no longer be in use and restore the area to its original condition.

4. Right of Access

The Municipality shall at all times have the right of access to the HIRED PROPERTY being leased for the purpose of carrying out inspections in order to ensure that all applicable regulations and requirements are being complied with by the LESSEE.

5. Prohibition against Sub Letting

The LESSEE shall not cede or assign this agreement or any portion of the portion of the HIRED PROPERTY OR THE PORTION THEREOF.

6. Indemnity

The LESSEE shall keep the LESSOR indemnified during the lease period of this lease agreement against any possible claims which may arise from the use of the PROPERTY by the LESSEE and if required to do so by the Municipality, shall furnish the Municipality with an acceptable all-risk indemnity policy.

7. Breach of Conditions

If the LESSEE breaches any conditions of the agreement, the lease may be cancelled at the entire discretion of the Municipality by giving thirty (30) days' notice in writing to the LESSEE, and the LESSEE shall restore the HIRED PROPERTY to a proper condition at his own cost and to the satisfaction of the Municipality within the sixty (60) days from date of such notification. Whether the lease is terminated by way of expiration or by breach of contract, the LESSEE shall for its own account restore the PROPERTY to its original condition and to the satisfaction of the Municipality.

8. Termination

8.1 This lease agreement is terminable at any time by either party giving or receiving three (3) months' notice in writing.

8.2 In the event of termination of this agreement, the LESSEE shall have no claim for compensation in respect of any improvements effected on the property, provided that the LESSEE may remove any such improvements from the property within 60 days from date of termination, failing which all such improvements shall become the property of the LESSOR, provided further that the LESSEE shall be responsible for all costs incurred by the LESSOR or loss sustained by it as a result of any negligence on the part of the LESSEE so to remove any improvement or to restore the property to its proper condition.

(d) That the intended lease be advertised in terms of the Local Authorities Act, Act 23 of 1992, as amended.

(e) That it also be noted that no complaints from the public have been received to date.

11.1.7 **APPLICATION TO LEASE LAND NEAR THE DUMPING SITE FOR RECYCLING OF LOW DENSITY POLYTHENE (LDPE) PLASTIC**
(C/M 2021/03/25 - 13/3/1/5)

Ordinary Management Committee Meeting of 11 March 2021, Addendum 7.10 page 111 refers.

A. The following item was submitted to the Management Committee for consideration:

At a Council Meeting held on **26 September 2019**, under item 11.1.9 it was resolved:

- (a) *That the presentation by Messrs. NamGreenWood Ent CC on 23 July 2019 be noted.*
- (b) *That Messrs NamGreenWood Ent CC be given permission to source for recyclables (HDPE plastic) from the Swakopmund Landfill Site and that the current management of the site be informed of the same.*
- (c) *That they use approved reclaimers on the site to reclaim the prescribed plastic materials and that the selected reclaimers be paid at least N\$1.50 per kilogram of the prescribed materials collected and that a record be kept recyclables collected and removed on monthly basis.*
- (d) *That Messrs NamGreenWood Ent CC provides their own transport for the collection and transport of the recycled materials.*
- (e) *That no broken refuse bins which are the property of Council be removed from the site without the authorization from Council.*
- (f) *That Messrs NamGreenWood Ent CC indemnifies council against any injuries, claims or losses that may be incurred by NamGreenWood Ent or its clients.*
- (g) *That Messrs NamGreenWood Ent CC be informed to donate furniture to parks or repair furniture at local public schools as their social responsibility.*

At a Council meeting held on **31 March 2016**, under item 11.1.1 it was resolved as follows:

- (a) *That Council in principle approves the application by Messrs AEGO Recycling Solutions (ARS) for a piece of land measuring one (1) hectare to erect a tyre recycling plant in Swakopmund.*
- (b) *That the land be offered to Messrs AEGO Recycling Solutions (ARS) for a lease period of 9 years and 11 months subject to the standard conditions of the lease.*
- (c) *That Messrs AEGO Recycling Solutions (ARS) submits an operational plan indicating service requirements and project development plans, where after the exact location be demarcated and the lease price be submitted to the Management Committee for approval.*

The **attached** letter was received from Green Construction Trading cc, to lease land next to the dumping site for the purpose of recycling Low-density polyethylene (LDPE) plastics.

Polyethylene is usually manufactured in two ways; which are "Low Density" or "High Density". Low-density polyethylene (LDPE) is similar to HDPE (high density polyethylene), HDPE is thicker and more durable than LDPE and is used to make some types of plastic bags and many types of plastic containers. HDPE is more commonly accepted by recyclers than LDPE.

Low-density polyethylene (LDPE) is a thermoplastic made from the monomer ethylene. LDPE can also be used to make plastic bread bags, food wrappings, squeezable bottles and tops for plastic containers such as margarine tubs. Cereal bags, garbage bags and plastic sandwich bags are other examples of products that are commonly made from LDPE. This type of plastic is often utilized in film applications because it is relatively transparent, as well as being flexible and tough. It is also used to produce some flexible bottles and lids, as well as being used in some cable and wire applications, containers, shrink wrap, packaging, bags and coverings, clear plastic bags, frozen food bags, bin liners, household garbage, produce, bakery goods, and dry cleaning.

Dumping tons of LDPE in landfills can have devastating consequences. For one thing, plastic buried in landfills can leach into the soil and introduce chemicals into the groundwater. In coastal areas, plastic in landfills also poses a threat to marine life. Lightweight plastic bags can be blown great distances by the wind, ending up in places where animals eat them or become entangled in them.

The growing support for plastic bag selling by grocery stores may have some effect on LDPE production and disposal in the coming years.

B. After the matter was considered, the following was:-

RECOMMENDED:

- (a) That Council approves the application by Messrs Green Construction Trading cc for the lease of a piece of land measuring one (1) hectare to erect a plastic recycling plant in Swakopmund.
 - (b) That the land be offered to Messrs Green Construction Trading cc for a lease period of 9 years and 11 months subject to the standard conditions of the lease.
 - (c) That Messrs Green Construction Trading cc submits an Environmental Impact Assessment, operational plan indicating service requirements and project development plans, where after the exact location be demarcated and the lease price be submitted to the Management Committee for consideration.
-



Greencon

creating sustainable innovations

GREEN CONSTRUCTION TRADING CC

HENTIES BAY/, NAMIBIA

Contact Details (+264) 81 48 305 48; (+264) 81 43 623 64

05 NOVEMBER 2020

To: Swakopmund Municipality

Att: MR. A Benjamin
Act: Chief Executive Officer
Swakopmund Municipality



Dear Sir/ Madam

RE- APPLICATION TO LEASE LAND NEAR DUMPING SITE FOR RECYCLING

It is with great pleasure and respect that we are proposing this sustainable development project to Swakop Town Council. The Harambee Prosperity Plan and the Vision 2030 is the key foundation to this proposal, the content of the proposed development is in line with the support of the Namibian Governments efforts of ensuring the principal of prosperity for all through equitable distribution of wealth, reduction of poverty and employment creation.

Green Construction Trading CC is a company created on the promises of the Harambee Prosperity Plan, with in the plan our focus is on creating sustainable solutions in urban and rural settings and uplifting societies through youth empowerment and enhancing youth enterprise development.

Green Construction Trading CC wishes to lease land near the dumping site for recycling purposes of Low-Density Polyethylene (LDPE) plastics sheets, bags and water sachets. With the combination of LDPE mixed with sand we are able to produce Pavers, Bricks, and Roof tiles locally. The reason for requesting land near the dumping site is that the LDPE plastic is approximately 70 percent among the total collected refuse by the council on a weekly basis.

Plastics are an environmental hazard, because they need a long time to decompose. They disfigure the landscape by hanging like huge, ugly flowers in thorn trees, they clog rivers, lakes and seashore killing sea life, and in many cases kill animals and plant life.

In our country low-density polyethylene (LDPE) sheets, bags and water sachets are a major waste problem because local collection and recycling systems do not exist that much. As a result, LDPE has no value and is dumped causing aesthetic, environmental and public health issues.

The production process does not need electricity and needs limited water so the land we are requesting can be underdeveloped. With our solution we want to clean the country at large and pave our roads and put affordable roofing on low cost housing thus create employment for people staying and scavenging on the dumping side. We want to see a better future for our children and it's time to stand together as we are faced by a COVID 19 pandemic. I close with this quote from the late Nelson Mandela 'Children are the most vulnerable citizens in any society and the greatest of our treasures.

We look forward towards receiving your rewarding response

Yours in Sustainable Development



Mr. Benjamin Amadhila
Managing Director
Green Construction Trading CC
Libertine Amadhila Street Str
Hentles Bay
Namibia
Contact: 081- 48 305 48
Email: greencon101@gmail.com

11.1.8 **LEASE OF A CONSTRUCTION SITE: CHANGE OF NAME OF THE LESSEE**

(C/M 2021/03/25 - 13/3/1/5)

Ordinary Management Committee Meeting of 11 March 2021, Addendum 7.11 page 105 refers.

A. The following item was submitted to the Management Committee for consideration:

1. Introduction

This submission is tabled to Council to approve the change of the name of the company as lessee from China Gezhouba Group Company Limited (Annexure "A"). This entity is the holding company. The correct name of the lessee of the portion of land is China Gezhouba Investment Group (Namibia) (Proprietary) Limited which name must reflect in all future transactions and correspondences.

Attached as Annexure "B" is a letter from China Gezhouba Investment Group (Namibia) (Proprietary) Limited confirming that they accept all responsibilities and obligations for the lease agreement.

2. Brief Background

China Gezhouba Group Company Limited applied to lease a temporary construction site on the same site that was allocated to Luka Roads, Rails and Civils (Pty) Ltd and of which the lease agreement was subsequently cancelled. The map of the site is attached as **(Annexure "C")**. The temporary allocated site is for the upgrading on the Walvis Bay / Kranzberg railway line project.

Council on **28 January 2021** under item 11.1.20 approved the lease of a portion of land as construction site to China Gezhouba Group Company Limited. Quoted below is point (b). The complete resolution is attached as **Annexure "D"**.

(b) That the application by China Gezhouba Group Company Limited (as subcontractor of Project C001: Upgrading of the Railway Line between Walvis Bay and Kranzberg) to lease a portion of land measuring 7 390.24m² be approved as per coordinates (on file), for the exclusive purposes:

- (i) Of establishing a contractor's camp, engineer's offices and site laboratory; and*
- (ii) Accommodation of their 30 workers.*

The company was informed of Council's decision and a lease agreement was signed on **11 February 2021**. They occupy the lease site and are busy with the construction of the temporary

structures. Permission to change the name will be sought from the Ministry of Urban and Rural Development in terms of the Local Authority Act 23 of 1992.

On 02 March 2021 an e-mail (**Annexure "E"**) was received from the lessee requesting that an additional area measuring 130m² be added to the existing lease site which is currently used as car ports.

3. **Proposal**

A meeting was held on **16 February 2021** with representatives of China Gezhouba Investment Group (Namibia) (Proprietary) and the requirement for the amendment of the name of the lessee was explained. This was subsequently confirmed in writing per letters dated **17 February 2021** (attached as **Annexures "A" and "B"**)

B. **After the matter was considered, the following was:-**

RECOMMENDED:

- (a) That Council approves the change of the name of the lessee approved by Council on 28 January 2021 from China Gezhouba Group Company Limited to China Gezhouba Investment Group (Namibia) (Proprietary) Limited).
 - (b) That the name of China Gezhouba Investment Group (Namibia) (Proprietary) Limited reflect in all future accounts and correspondences.
 - (c) That an additional portion of land measuring 130m² which is being used as car port be added to the existing lease site approved by Council on 28 January 2021 under item 11.1.20, point (e) (iii).
 - (d) That an addendum to the lease agreement signed on 11 February 2021 be compiled to reflect the name of the lessee as China Gezhouba Investment Group (Namibia) (Proprietary) Limited and amending the lease area by adding 130m² to the size of the lease site (the additional area is being used as car port).
-

ANNEXURE "A"



To : The Municipal Council of Swakopmund
 Corner Rakatoka Street and Daniel Kamho Avenue
 Swakopmund
 Namibia
Archives@swkmun.com.na

17 February 2021

RE : CONSTRUCTION SITE LEASE AGREEMENT

Dear Sirs,

We refer to the above Construction Site Lease Agreement signed on 11 February, 2021.

We, China Gezhouba Group Company Limited, being a signatory thereto, hereby agree and consent to the substitution of us as Lessee, with that of China Gezhouba Investments Group (Namibia) (Pty) Limited with effect from 15 February 2021.

Yours sincerely,

Li Lijie

Contractor's Representative



北京市朝阳区练子营北里208号远洋国际中心二期F座 100025
 Int. Office: Tower F, Ocean International Center, 208 Ciyunsi Beili, Chaoyang District, Beijing, P. R. China
 100025 Tel/Fax: +86-10-59525952/59525951
 湖北省武汉市解放大道558号葛洲坝大厦 430033 Tel/Fax: +86-27-59520197/59520195
 Regd. Office: Gezhouba tower, No.558 Jiefang Avenue, Wuhan, Hubei Province, P. R. China 430033
 Website: <http://www.eggc.cn> Email: eggc@eggintl.com

ANNEXURE "B"

中国葛洲坝集团纳米比亚有限公司
China Gezhouba Investments Group (Namibia) (Proprietary) Limited

To : The Municipal Council of Swakopmund
Corner Rakatoka Street and Daniel Kamho Avenue
Swakopmund
Namibia
Archives@swkmun.com.na

17 February 2021

RE : CONSTRUCTION SITE LEASE AGREEMENT

Dear Sirs,

We refer to the above Construction Site Lease Agreement signed on 11 February, 2021, between yourselves and our holding company China Gezhouba Group Company Limited.

We, China Gezhouba Group Investments Group (Namibia) (Pty) Limited , hereby agree and consent to the substitution of the Lessee as described therein, with ourselves and assume all obligations in terms of that Lease Agreement with effect from 15 February 2021.

Yours sincerely,

Li Lijie

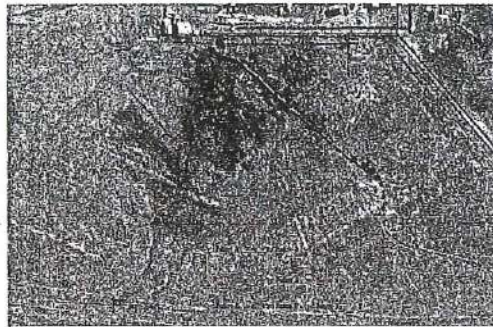
Contractor's Representative



Namibia Office: No.2 Ilse Street, Ludwigsdorf, Windhoek, PO Box 27597.
Tel: 00264 818392846 E-mail: lijie@cggcintl.com
Int. Office: Tower F, Ocean International Center, 208 Cityansi Beili, Chaoyang
District, Beijing(100025), P. R. China Tel/Fax: +86 10 59525952/59525951
北京市朝阳区安立路208号海洋国际中心二期A座 100025
Website: <http://www.cggc.cn> E-mail: cggc@cggcintl.com

ANNEXURE "C"

Site Coordinates



Site Coordinates

Point A

22°40'26.98"S, 14°34'11.83"E

Point B

22°40'26.99"S, 14°34'14.38"E

Point C

22°40'28.19"S, 14°34'14.39"E

Point D

22°40'28.21"S, 14°34'16.06"E

Point E

22°40'29.20"S, 14°34'16.07"E

Point F

22°40'29.19"S, 14°34'14.38"E

Point G

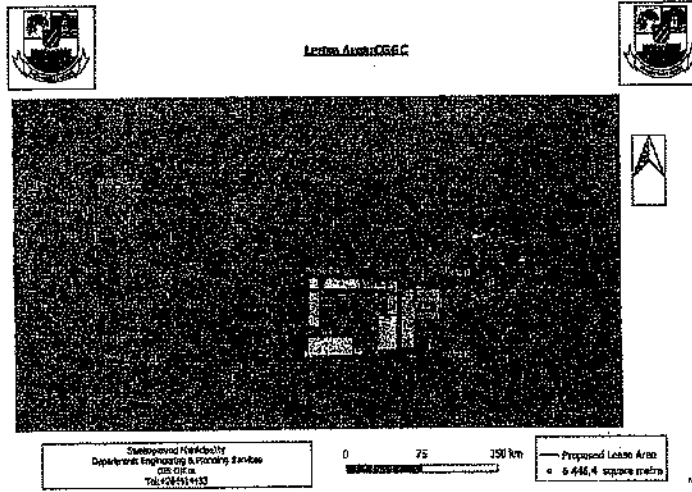
22°40'29.18"S, 14°34'11.82"E

Initial by both witnesses

Initial by both representatives
of the LESSOR

Initial by the representative of the LESSEE
(being duly authorized)

[Handwritten signatures and initials]



Initial by both witnesses

Initial by both representatives of the LESSOR

Initial by the representative of the LESSEE (being duly authorized)

[Handwritten signatures]

ANNEXURE "D"

- 11.1.20 **01: LEASE APPLICATION FOR CONSTRUCTION SITE BY CHINA GEZHOUBA GROUP COMPANY LIMITED**
02: CANCELLATION OF LEASE AGREEMENT WITH LUKA ROADS, RAILS AND CIVILS
 (C/M 2021/01/28 - 13/3/1/5)

RESOLVED:

- (a) That the lease agreement for the construction and accommodation site for Luka Roads, Rails and Civils be cancelled and that Luka Roads, Rails and Civils settles the outstanding rental in the amount of N\$177 597.40.
- (b) That the application by China Gezhouba Group Company Limited (as subcontractor of Project C001: Upgrading of the Railway Line between Walvis Bay and Kranzberg) to lease a portion of land measuring 7 390.24m² be approved as per coordinates (on file), for the exclusive purposes:
- (i) *Of establishing a contractor's camp, engineer's offices and site laboratory; and*
 (ii) *Accommodation of their 30 workers.*
- (c) That permission be applied for from the Honourable Minister of Urban and Rural Development in terms of section 30 (1) (t) to amend the lease agreement to reflect China Gezhouba Group Company Limited as the lessee.
- (d) That China Gezhouba Group Company Limited be granted permission to occupy the lease site whilst point (c) is being attended to.
- (e) That the following conditions be applicable:
- (i) *That the lease term be set for 30 months, without an option to renew.*
 (ii) *That either party can give 3 calendar months' written notice of the cancellation of the agreement.*
 (iii) *That the lease of the land be at a rental amount of:*
- $\$ 7\,390.24\text{m}^2 - \text{total area being used at } N\$2.42 / \text{m}^2 / \text{month} = N\$ 17\,884.38 / \text{month} + 15\% \text{ VAT } (N\$ 2\,682.66) = N\$ 20\,567.04.$
 $\$ \text{ Accommodation units / unit / month} = N\$332.75 / \text{month} + 15\% \text{ VAT } (N\$49.91) = N\$382.66 \text{ per unit (the number of staff units to be confirmed from drawing CGGC-2020-004).}$
- The first 7% escalation will be on 1 June 2021.*
- (iv) *That a refundable deposit, equal to one month's rent be paid.*
 (v) *That a deposit of N\$100 000.00 be paid for the rehabilitation of the area, if required.*
 (vi) *That, if applicable, China Gezhouba Group Company Limited be required to pay a refundable electricity deposit equal to the monthly rental which shall be applied and used only if an outstanding account remains with Messrs Erongo RED upon termination of the lease.*
 (vii) *That the remainder of (vi) be refunded to the lessee on presentation of proof to the General Manager: Finance that the electricity account from Messrs Erongo RED in the name of the lessee has been paid in full.*
 (viii) *That China Gezhouba Group Company Limited makes arrangements for the provision and usage of electricity with Messrs Erongo RED at its own cost.*
 (ix) *That, if required due to the zoning of the lease area being "Undetermined", Council gives consent to China Gezhouba Group Company Limited in terms of the Town Planning Amendment Scheme 12 to engage in construction and manufacturing activities required for the road tender.*
 (x) *That China Gezhouba Group Company Limited register as a business with the Health Services & Solid Waste Management.*
 (xi) *That Council's standard conditions of lease be applicable to the agreement as per Property Policy:*

1. *that all costs for the lease transaction be for the lessee's account, inclusive of, but not limited to the cost of advertising Council's intention to lease in terms of the Local Authorities Act, Act 23 of 1992, as amended and the cost of compiling a lease agreement*
 2. *Council to be indemnified by the lessee against any possible claims for damage by anyone or person arising from the use of the property by the lessee.*
 3. *no construction of permanent structures will be permitted*
 4. *the lessee has no option to purchase the lease site*
 5. *no subletting without Council's approval*
 6. *the lease agreement is not transferable and will not form part of an estate*
 7. *that Council be informed of any change in shareholding of the company*
 8. *that the lessee accepts that no rights will accrue to them from Council's resolution unless all the relevant conditions of the Property Policy are complied with in full and all the relevant authorities have given the necessary permission, if applicable.*
- (xii) *That the following special conditions be applicable:*
1. *That the lessee shall be responsible for the cleanliness and tidiness of the property.*
 2. *That there is no guarantee that the property is suitable for the lessee's purposes.*
 3. *That written permission be obtained, should the lessee wishes erect any sign or advertising material on the outside of the Property.*
 4. *That no subletting be allowed.*
 5. *That a site specific environmental management plan be provided.*
- (f) **That the following conditions be applicable specifically to the accommodation of personnel:**
- (i) *The accommodation facilities shall be fenced off from the working area.*
 - (ii) *Suitable firefighting equipment shall be installed in all facilities and shall be inspected by Fire Fighting Section prior to occupation.*
 - (iii) *That before occupation of the accommodation units, the facility shall be inspected by Health Services & Solid Waste Management Department and only if found fit for habitation, may it be occupied.*
 - (iv) *As an alternative to the sewage treatment system, a containment tank may be used, with the tank emptied regularly with a water-truck and the sewage disposed to the municipal disposal works with prior arrangement with the Swakopmund Municipality.*
 - (v) *If meals are prepared on site, and food stored on site, a fully functional kitchen shall be provided, complete with suitable refrigeration / freezers to maintain food in safe condition. This facility shall be inspected by Health Services & Solid Waste Management Department at regular intervals.*
 - (vi) *An area shall be prepared for personnel recreation after hours / outside working time.*
 - (vii) *All accommodation facilities, and all walking areas shall be provided with sufficient lighting.*
 - (viii) *It is also recommended that:*
 - *no pets be kept at the accommodation*
 - *alcohol not be allowed*
 - *walkways provided with gravel to keep the accommodation clean*
 - (ix) *Potable water for residential purposes be provided at the cost of the lessee to the satisfaction of the Health Services & Solid Waste Management.*

ANNEXURE "E"

From: bruno@cggcurpnamibia.com [mailto:bruno@cggcurpnamibia.com]
Sent: Tuesday, 02 March 2021 09:47 AM
To: Andre Plaatjie
Cc: Aina Uushona; Stephny Bruwer
Subject: CGGC Construction Site - request to include additional area

Dear Sirs,

We refer to the above matter, previous correspondence herein and recall that the approval of the substitution of Lessee is due to be tabled before Council this month.

We would request that the description of the Leased Area be amended so as to include a further 130 m2 which are currently serving as car ports. The area lies outside the current F -E line diagram and is external to what is currently defined as the Leased Area.

Can we suggest that this simple amendment be attended to quickly so as to table it simultaneously with the the other matter before Council this month?

Please feel free to contact me on my mobile, number below, to discuss.

Regards

Bruno Kausch
CGGC Namibia
Contracts and Legal Manager
bruno@cggcurpnamibia.com
Mobile Nam 085 755 0432
Mobile SA +27 74 428 0145

11.1.9 **REQUEST FOR THE INCREASE IN IMPOUNDMENT FEES - SPCA**
(C/M 2021/03/25 - 17/3/4)

Ordinary Management Committee Meeting of 11 March 2021,
Addendum 7.12 page 124 refers.

A. The following item was submitted to the Management Committee for consideration:

The **Society for the Prevention of Cruelty to Animals (SPCA)** is a non-profit organization dedicated to the protection and enhancement of the quality of life of domestic animals in Swakopmund. The SPCA was created under the auspices of the Prevention of Cruelty to Animals Act, and is the only animal welfare organization in Namibia which has the authority to enforce laws relating to animal cruelty.

THE MAIN ACTIVITIES OF THE SPCA ENTAIL:

Cruelty Investigations

The protection of animals against physical or psychological abuse and neglect is of most significance to the SPCA. Through the powers granted to the SPCA by the Prevention of Cruelty to Animals (PCA) Act, the SPCA has the power to investigate complaints of animal cruelty, issue orders to owners of animals to make the necessary changes to ensure the health and safety of the animal(s) and where possible remove animals from unsafe environments.

Sheltering and Adoptions

The SPCA implements a comprehensive animal management system to ensure that all animals that are brought to the shelter receive a high standard of care before adoption. The SPCA is also responsible to provide shelter and to find new homes for abandoned and surrendered or stray animals. The history and background of the animal is taken into consideration by considering factors such as its age and previous domestic experience before it can be successfully re-homed or adopted. The keeping of stray or lost animals entails daily feeding and staff maintenance which is costly.

Emergency Rescue and Treatment

The SPCA responds to calls to provide emergency rescue and organize treatment for animals that are injured or in danger, and it is of the utmost importance that the staff and volunteers at the SPCA be natural animal lovers.

Lost Pets

Stray animals are kept for a maximum of 3 days until they are adopted or claimed by the owner. During this time, the SPCA tries to locate the owner

of the animal or alternatively a suitable home should the owner not be found. On arrival, strays are vaccinated and de-wormed. If, however, the animal comes in very injured or sick, has a contagious disease or a known character defect, then the animal is euthanized (put to sleep).

Reducing Pet Over-Population

The SPCA works to reduce the suffering of surplus animals in Swakopmund through pre-adoption, spay/neuter programs in the shelter, and putting to sleep old and sick animals.

The SPCA Swakopmund offers a unique service to residents of Swakopmund, which assists with the reduction in transmission of zoonotic illnesses in town. The SPCA does not make any profit for re-homing or the adoption of stray animals. The adoption costs are spent on the veterinary services for spaying, castration and de-worming. If an animal is adopted or the owner claims it, the SPCA can only request for part payment of the boarding costs. Requests for payment from owners may result in the discarding of animals on the premises, or streets.

The Municipality of Swakopmund employs an Animal Control Officer who is responsible to collect stray animals on the streets and in the neighbourhoods as well as investigating complaints in consultation with SPCA. The animals collected are impounded or kept at the SPCA since Council does not have its own facility (or resources).

Section 94(1)(z)(f) of the Local Authorities Act, (No. 23 of 1992), stipulates that the Municipal Council of Swakopmund has, in substitution of Government Notice No. 131 of 1968, adopted by-law in respect of the Control and Keeping of Dogs.

Council's responsibilities under Section 8 of the By-Law: Impoundment of dogs:

- 8.1 *Any authorized official of the Council, a qualified Police Officer, a qualified SPCA official or any other person may take any dog which is at large and apparently ownerless to the pound where such dog shall be detained until the person claiming it produces to the Council or any authorized officer or any employee of the Council or an official of the SPCA a tax receipt in respect thereof and pays the pound fees fixed by the Council by special resolution.*
- 8.2 *In the event of any dog not being claimed by any person entitled to it within a period of 3 days from the posting of such notice on the Notice Board, the day of impoundment being the first day of notice or the day immediately following, Council may cause such dog to be sold in such manner as the council may deem fit and if such dog is not sold, cause such dog to be destroyed.*
- 8.3 *The Council shall obtain from the SPCA a monthly register showing the date, on which any dog has been impounded, sold or destroyed and reimburse the SPCA for all dogs impounded and or euthanized or not collected or sold, and at a rate as decided by Council from time to time.*
- 8.4 *The Council shall not be liable for any damages which the owner or any other person who is entitled to the dog, or any purchaser of such dog, may claim in respect of any action taken under this section.*

- 8.5 *Any person who forcibly or otherwise takes away or attempts to take away any dog being lawfully brought to the pound from the person or persons in whose charge it is or who frees or attempts to free any dog which has been lawfully impounded by the Council or any authorized officer or any employee of the Council, shall be guilty of an offence.*

The previous increase in the levies to the SPCA was approved by Council for the impoundment and euthanasia of dogs on 31 May 2016. At a Council meeting held on 31 May 2016 under item 11.1.1 it was resolved as follows:

- (a) *That the annual donation to the SPCA be increased from N\$75 000.00 to N\$80 000.00, as from 01 July 2016.*
- (b) *That the General Manager: Health Services makes provision in the Operational Budget for the payment of the amended impoundment fees.*
- (c) *That the SPCA facilitates the boarding, de-worming and vaccination of all dogs impounded by the Animal Control Officer in addition to their normal activities.*

In light of their request (**attached**), and due to the fact that they are a non-profit organization.

B. After the matter was considered, the following was:-

RECOMMENDED:

- (a) **That the annual donation to the SPCA be increased from N\$80 000.00 to N\$120 000.00, to be budgeted for and implemented as from 01 July 2021.**
 - (b) **That the General Manager: Health Services & Solid Waste Management makes provision in the Operational Budget for the payment of the amended impoundment fees.**
 - (c) **That the SPCA facilitates the boarding, de-worming and vaccination of all dogs impounded by the Animal Control Officer in addition to their normal activities.**
-

**Donations / Members / Administration
Spenden / Mitglieder / Verwaltung**

Tel: +264 64 46 3148 | Fax: +264 64 40 2934
Peter H. Witt | peter@spcaswakopmund.com

Animal Rescue & Shelter / Tierheim

Tel: +264 64 40 4419 | Fax: +264 64 40 6158
shelter@spcaswakopmund.com
www.spcaswakopmund.com



15, February 2021

Municipality Swakopmund
Att.: Mr. Clive Lawrence

50 Years of Mutual Beneficial Service to the Swakopmund Community

Dear Mr. Lawrence,

The Town of Swakopmund has been granting N\$ 80,000 annually to the Tierschutzverein Swakopmund (S.P.C.A) since 2016.

Due to the rise of all costs concerning the day to day running of our Tierschutzverein Swakopmund (S.P.C.A.) we appeal to the Town Council for an increase of the annual Impoundment Fees to N\$ 120,000.00 per year.

The total annual running costs of the Tierschutzverein Swakopmund (S.P.C.A) are presently amounting close to N\$ 1,200,000 and mainly consists of:

- Salaries (for staff)
- VET Invoices
- Pet Food
- Cleaning Material
- Erongo Red and Municipal Costs
- Repairs and Maintenance
- Car Costs

Due to the continuous growth of our town Swakopmund, we as Tierschutzverein Swakopmund (S.P.C.A), also have to increase the number of kennels to accommodate the rapid growing number of animals. This project, an investment of approximately N\$ 1,100,000, was presented to the CEO of Swakopmund on the 9th of March 2016 and our aim is to complete it during 2021.

We are looking forward to the Council's favourable response and continued support in the mutual beneficial contribution and partnership regarding the Town Council's responsibility towards our Welfare Organisation and the Swakopmund Community for years to come.

Thank you very much in advance,

Sincerely yours,

Peter H. Witt – Chairman

Attachments: Impounded Dogs and Exponential Growth of Stray Dogs

The greatness of a nation and its moral progress
can be judged by the way its animals are treated.

– Mahatma Gandhi

**Donations / Members / Administration
Spenden / Mitglieder / Verwaltung**

Tel: +264 64 46 3148 | Fax: +264 64 40 2934
Peter H. Witt | peter@spcaswakopmund.com

Animal Rescue & Shelter / Tierheim

Tel: +264 64 40 4419 | Fax: +264 64 40 6158
shelter@spcaswakopmund.com
www.spcaswakopmund.com



The S.P.C.A. is going to publish the names and relevant phone contacts again, so that cases where the ACO will be needed, can be reported to him.

All failed approaches from the public to contact the ACO will be consolidated by the Tierschutzverein in Swakopmund (S.P.C.A.) on a weekly basis and afterwards forwarded to either Abel Kartiondorozi or to Lydia Muntenda.

We will also point out that e. g. the disruption of barking dogs is not life-threatening and hence the ACO - if not available (after hours) - may solve the situation later or the public has to inform the police. **The ACO's working hours are from Monday to Friday from 8 am until 4.30 pm. (Phone: 081 1224654)**

In case, the ACO is not available, the public may get into contact to **Abel Kartiondorozi** (081 1438768), or **Lydia Mutenda** (081 1421396). They are both superiors to David Kambanda.

Swakopmund, 11th, Feb. 2021

Peter H. Witt
(Chairman)

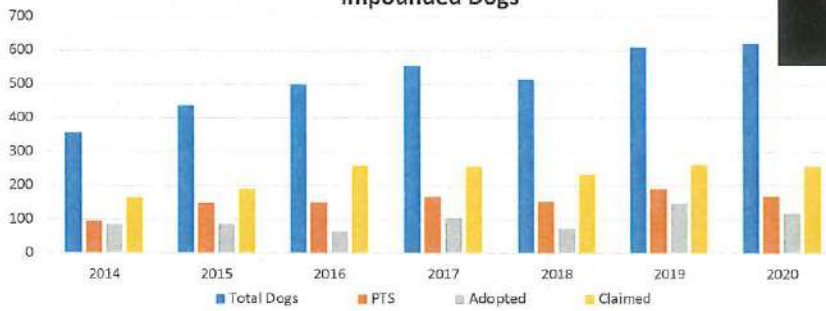
The greatness of a nation and its moral progress
can be judged by the way its animals are treated.

— Mahatma Gandhi

S.P.C.A. (Society for the Prevention of Cruelty to Animals) Swakopmund
 (Registered as Tierschutzverein Swakopmund, WO438)
 Presentation for the AGM 2019/2020 on the 14th, January 2021 Hansa Hotel



Impounded Dogs

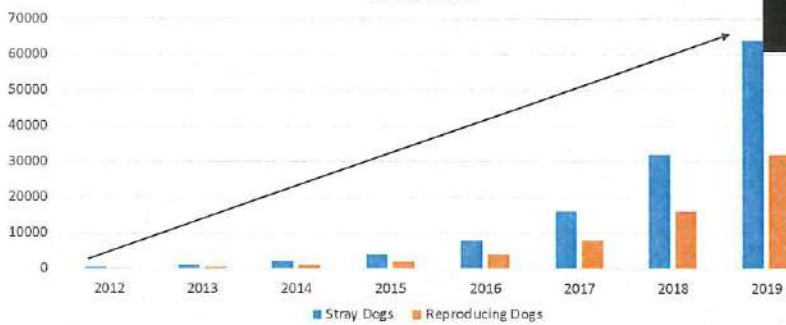


	2014	2015	2016	2017	2018	2019	2020
Total Dogs	357	438	500	555	515	609	620
PTS	96	149	150	168	152	192	170
Adopted	85	86	65	104	73	148	118
Claimed	165	192	260	257	232	264	258

S.P.C.A. (Society for the Prevention of Cruelty to Animals) Swakopmund
 (Registered as Tierschutzverein Swakopmund, WO438)
 Presentation for the AGM 2019/2020 on the 14th, January 2021 Hansa Hotel



**Exponential Growth of Stray Dogs
 2012-2019**



	2012	2013	2014	2015	2016	2017	2018	2019
Stray Dogs	500	1,000	2,000	4,000	8,000	16,000	32,000	64,000
Reproducing Dogs	250	500	1,000	2,000	4,000	8,000	16,000	32,000

11.1.10 **DRIFT SPIN DRAGS (DSD) MOTOR CLUB: RENEWAL OF LEASE AGREEMENT**

(C/M 2021/03/25 - 13/3/1/5)

Ordinary Management Committee Meeting of 11 March 2021, Addendum 7.13 page 130 refers.

A. The following item was submitted to the Management Committee for consideration:

1. Introduction

The purpose of this submission is for Council to consider the renewal of the lease agreement entered into between Council and Messrs Drift Spin Drags (DSD) that commenced on **01 February 2016** and expired on **31 January 2021**.

The lessee uses the portion of land west of the Go-Kart track and east of the airport, measuring 6 000 m² for the last past 5 years for the purpose of motorsport, such as drifting, spinning and dragging activities. The locality map indicates the portion of land being leased to the applicant (**Annexure "A"**).

2. Background

On **2 February 2016** Council approved the application by Coastal Spinning and Drifting (name at the time) to lease a portion of land measuring 6 000m² under item 11.1.6 as follows:

- (a) *That the application of Messrs Spinning & Drifting Club to lease 6 000m² portion of land west of the Go-Kart area for a period of 5 years be approved in principle subject to the approved layout from the Engineering Services Department.*
- (b) *That Ministerial approval be applied for in terms of section 30 (1) (t) of the Local Authorities Act, Act 23 of 1992 as amended as the proposed portion is undivided Townlands.*
- (c) *That prior to occupying the portion of land, Messrs Coastal Spinning Drifting Club complies with the requirements of the Environmental Management Act, 2007, item 10.1 (h) & (i).*
- (d) *That Council's standard lease conditions and the comments received from our Engineering Services Department, dated 14 November 2013 be applicable; which include the payment of a deposit equal to one month's rental; Annexure "F" (on file).*
- (e) *That a comparable rental amount be considered, i.e. N\$0.108/m², therefore 6 000m² x N\$0.108/m² = N\$ 648.00 + N\$ 97.20 (15% VAT) = N\$ 745.20 per month.*
- (f) *That the applicant be allowed to erect removable structures on the leased property with the prior written approval of the General Manager: Engineering Services.*

- (g) That all structures be removed and the land be rehabilitated to its present condition on the termination of the lease.
- (h) That the General Manager: Engineering Services determine the value of a refundable deposit payable by the lessee on the commencement of the lease according to an estimate of rehabilitation costs should the lessee not rehabilitate the area on the conclusion of the lease.
- (i) That Council takes note that a separate submission will be tabled for consideration when Messrs Mud Trax's comply with the following:
- Affiliation to the Namibia Motor Sport Federation
 - The Registration of the Entity
 - A list of members
- (j) That Council takes note that Messrs Abundance Trading Enterprises did not respond to the conclusion of the Planning Forum's decision of 26 May 2015 and therefore its' assumed after 6 months that they no longer intend to lease a portion of land for the proposed venture.

Ministerial approval to proceed with the lease was granted on **07 March 2016 (Annexure "B")**. Subsequent to the above resolution and approval by the Minister, both parties signed the lease agreement on **02nd and 3th August 2016** respectively. As **Annexure "C"** a copy of the front and last pages of the agreement is attached.

For Information:

During 2019, two resolutions were passed by Council, ① to amend the name of the club and ② to amend the monthly rental to an annual rental. The respective Council resolutions were taken on:

- 28 November 2019 - 11.1.6 - Amendment of Name to Drift Spin Drags (DSD) Motor Club
- 23 May 2019, 11.1.21 - Adjustment of Monthly Rental to Annual Rental

3. Current Situation

Drift Spin Drags on **28 January 2021 (Annexure "D")** notified Council that they intend to renew the lease period for a further 5 years. For the duration of the lease period, no complaints or objections were received from the public. The Finance Department also confirmed on **16 February 2021**, that no arrears reflect on the rental account.

4. Discussion

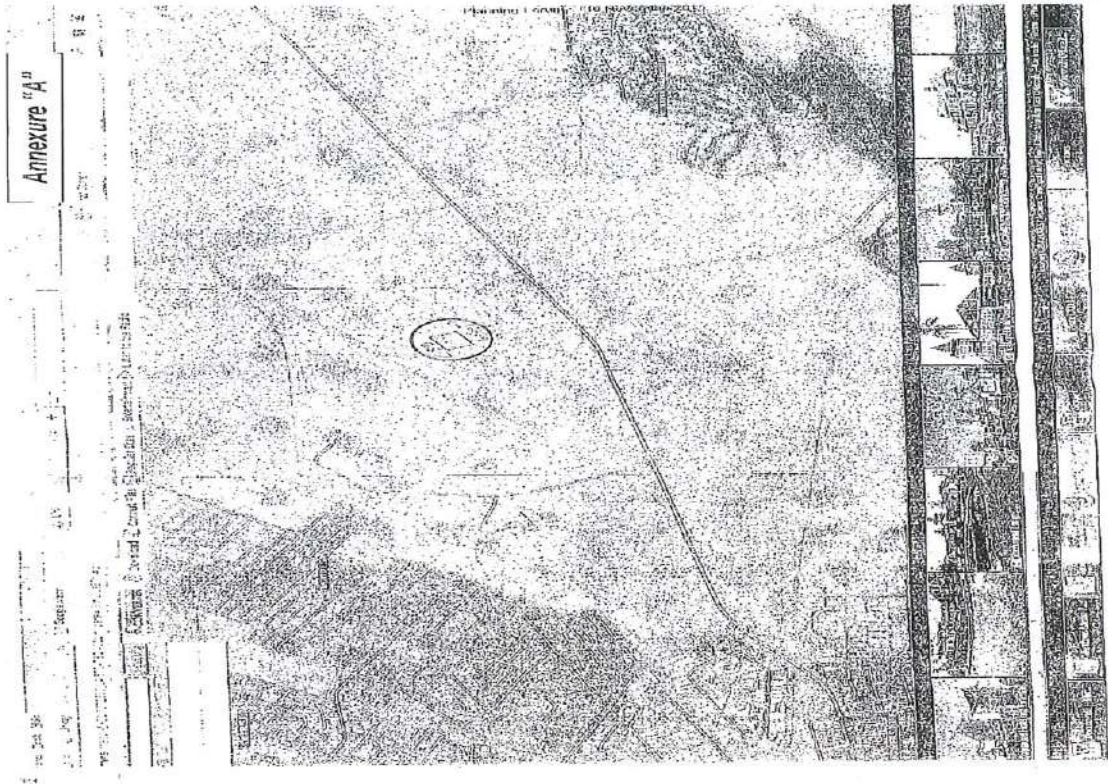
Based on the above, it is proposed that Council considers approving the renewal of the lease period of Drift Spin Drags (DSD) for a further 5 years, subject to the same conditions as previously approved by Council and any additional it may deem fit. The type of activity is a huge attraction during December and Easter holidays.

B. After the matter was considered, the following was:-

RECOMMENDED:

- (a) That Council approves the renewal of the lease agreement of Drift Spin Drags (DSD) Motor Club to lease a portion of land measuring, 6 000m² that is located west of the Go-Kart area and east of the airport for a further 5 years.
 - (b) That the lease commences on 01 February 2021, (irrespective of date of signing this agreement) and lapses on 31 January 2026.
 - (c) That the annual rental be 6 000m² x N\$0.108/m² = N\$648.00 + N\$97.20 (15% VAT) = N\$745.20 per annum.
 - (d) That the rental shall escalate on 1 July 2021 and annually thereafter on the 1st day of July of each subsequent year by 7%, calculated on the rental payable in respect of the month immediately preceding the respective escalation date.
 - (e) That the following standard conditions be applicable:
 - (i) *That the lease be terminable by either party giving or receiving three (3) months written notice.*
 - (ii) *That a deposit equal to 1 years' lease which was previously paid be adjusted in order to equal the current annual rental amount.*
 - (iii) *That Council reserves the right to cancel the lease if valid objections from the public are received.*
 - (iv) *That the demarcated area be barricaded by way of a non-permanent fixture, such as a rope.*
 - (v) *That the lessee shall indemnify and keep Council indemnified during the full period of the agreement against possible claims, which may arise from the use of the leased area.*
 - (vi) *That no subletting be allowed.*
 - (iv) *That the lessee does not operate later than 22:00.*
 - (f) That permission be applied for from the Honourable Minister of Urban and Rural Development in terms of section 30 (1) (t) to proceed with the lease agreement.
 - (g) That all costs involved be for the applicant's account.
 - (h) That should the lessee cease operating; they must inform Council in writing and reinstate the area to its original condition at their own cost.
-

ANNEXURE "A"





Republic of Namibia

Ministry of Urban and Rural Development

Tel: (+264 61) 2975111

info@murd.gov.na

Website: www.murd.gov.na

Luther Street

Private Bag 13289

Windhoek, Namibia

Enquiries: E. Nerongo Ilundule (Mrs)

Tel: (+264 61) 2975200

Fax: (+264 61) 2975305

Our Ref: 14/17382

Your Ref:

Date: 7 March 2016

The Chief Executive Officer
Municipality Swakopmund
P.O. Box 53
SWAKOPMUND

Attention: Mr. Marco PC Swarts

SUBJECT: APPROVAL TO LEASE SWAKOPMUND TOWNLANDS AND ERVEN

Your letter dated 04 February 2016 has references,

Approval has been granted in terms of section 30 (1) (l) of the Local Authorities Act, 1992 (Act 23 of 1992) as amended, to the Municipality to the under-mentioned portions to Messrs Coastal Spinning and Drifting, Messrs ZMEG and Kazak African Experience Cultural Tourism cc to lease the undermentioned portion at the monthly rental fees as mentioned below table.

APPLICANT NAME	ERVEN NO	SIZE M ²	LEASE PERIOD	REASON FOR LEASING	LEASE AMOUNT
Messrs ZMEG	Temporary Portion of land	14 736	2 years	Establishing a temporary construction site	N\$25 419.60 per month
Messrs Coastal Spinning and Drifting	Portion of land west of GO-KART	6000	5 years	Motor sports	N\$745.20 per month

Use go-kart base off.

give copy
to
Secretary

MEMORANDUM OF AGREEMENT OF LEASE



ENTERED INTO BY AND BETWEEN

THE MUNICIPAL COUNCIL OF SWAKOPMUND
("the Lessor")

AND

DRIFT SPIN DRAGS (DSD) MOTOR CLUB
("the Lessee")

[Handwritten signatures and initials]

18.7 The arbitration shall be conducted in Swakopmund.

18.8 Any arbitration conducted in terms of this agreement, shall be conducted in accordance with the provisions of the Arbitration Act, Act 42 of 1965 and in terms of any other rules or procedure that the parties may agree to in writing.


19. ATTESTATION


19.1 In signing this lease, the *personae* signing on behalf of the Lessee and the Lessor warrants their authority to enter into this agreement on behalf of the Lessee and the Lessor respectively.


19.2 In signing this lease, **CHRISTIAAN BARTLOMEAS VAN ROOYEN** acknowledges that he signs this lease in his personal capacity as the Surety for and as co-principal debtor of the Lessee, being fully acquainted with and as contemplated in clause 14 *supra*.

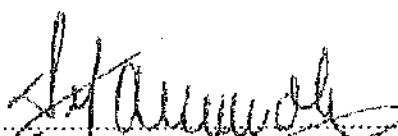
Signed by _____ and _____
on behalf of the Lessor at SWAKOPMUND on this 3rd day of August 2016.

AS WITNESSES:

1. 



2. 

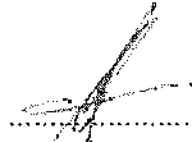


.....
ACTING CHIEF EXECUTIVE OFFICER /
CHIEF EXECUTIVE OFFICER


.....
CHAIRPERSON or ALTERNATE
CHAIRPERSON: MANAGEMENT
COMMITTEE


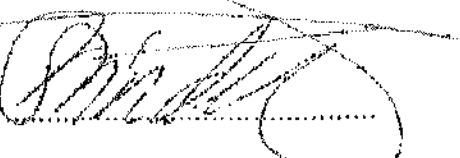
Signed on behalf of the Lessee at Swakopmund on this 02 day of August 2016.


AS WITNESSES:

1. 
.....
2. 
.....


.....
C B VAN ROOYEN

.....
J P DU PLESSIS

Signed as the Surety at Swakopmund on this 02 day of August 2016.

1. 
.....
2. 
.....


.....
C B VAN ROOYEN

ANNEXURE "D"

13/3/15



PO Box 1504 SWAKOPMUND

Tel +264 (0)81 776 4549

Mobile +264 (0)81 242 7910

E-mail jacq.dupps@gmail.com



The Chief Executive Officer
Mr. A. Benjamin
Municipality of Swakopmund
PO Box 53
Swakopmund



28 January 2021

Attention: Mrs Ramos Viegas


**RE: REQUEST RENEW THE LEASE AGREEMENT: DRIFT SPIN DRAGS (DSD)
MOTOR CLUB**

This letter serves to request your office to renew the lease of 6 000m² portion of land west of the Go-Kart area for a second period of 5 years to the club. The lease expires on the 31 January 2021 and we wish to renew it until 21 January 2026

In the past year due to the resend Corvid condition the club was unable to utilise the ground effectively but soon as the current state are back to normal we wish to use it fully.

We hope that our request will meet your favourable consideration.

Yours Sincerely



C Van Rooyen
Chairman



JP Du Plessis
Vice chairman



11.1.11 **RESUBMITTED: APPLICATIONS FOR THE INSTALLATION OF SERVICES AND / CONSTRUCTION OF HOUSES: STANDARD REPLY**
(C/M 2021/03/25 - 16/1/4/2/1/14)

Ordinary Management Committee Meeting of 11 March 2021, Addendum 7.14 page 138 refers.

A. The following item was submitted to the Management Committee for consideration:

1. **Introduction**

The purpose of this submission is to obtain the Management Committee's confirmation of the decision by Council passed on **30 July 2020** under item 11.1.5 as standard reply to developers who apply for either public private partnerships, land to install services or land to construct houses.

Quoted the decision:

That all applicants for land for the purposes listed below, be informed that should Council require to engage the business community, proposals will be invited accordingly:

- *Installation of Services*
- *Construction of houses or accommodation units*

The above decision was passed as Council is being inundated with hundreds of *unsolicited applications*.

In addition to the above, Council passed the following decision on 25 February 2021 under item 11.1.4:

(e) That in future developers be screened to determine their financial capabilities to perform and any other matter Council deemed necessary.

Proof of financial ability to execute a project will be included in the requirements of a development proposal when issued for Council in future.

2. **Brief Background**

2.1 Council's decision with regard to an application for an **audience to acquire a large portion of land** for township development:

On **28 February 2019** Council passed the following decision under item 11.1.7 with reference to an application from Messrs Karadix Innovative Investment CC:

That the application by Messrs Karadix Innovative Investment CC to present a proposal to acquire a portion of 30ha for townships development be turned down.

2.2 Council's decision with regard to **applications for the construction of houses**:

On **31 May 2018** Council under item 11.1.25 among other allocated 40 erven to local contractors to construct houses and passed the following decision:

- (e) *That consideration be given to allocate 40 erven to each local / Swakopmund based developer and that the surplus be equitably distributed to the remaining developers from outside Swakopmund taking their date of application into account.*
- (f) *That Developers be required to construct 2 (two) show houses to the satisfaction of Council before consideration is given for further allocation.*

2.3 With reference to applications for public private partnerships, the following decision was passed by Council on **27 April 2017** under item 11.1.29:

- (a) *That Messrs ENGCO Consulting Engineers be informed that their proposal was not accepted and that Council will invite expression of interest for the development of specified area in future and that they are encouraged to participate.*
- (b) *That all companies that submitted PPP proposals for development of property be informed accordingly.*

In addition to the above decision, the Management Committee on **22 February 2018**, under item 5.1 passed the following resolution regarding the Public Private Partnership agreements:

- (a) *That the Acting Chief Executive Officer arranges for a delegation to meet the Minister of Urban and Rural Development or his Deputy regarding Public Private Partnership applications.*
- (b) *That Council only considers the current listed Public Private Partnership applications until they are exhausted, before consideration is given to new applications.*
- (c) *That new Public Private Partnership applications received be placed on file and only be considered in terms of (b) above.*

3. Current Situation

Council currently does not have any land available for allocation for township development.

All available townships were allocated to the Mass Housing Project and 8 private developers.

In addition to the above, Council resolved that the following two developers be allocated land should one of the developers fail to perform:

- *Ms Helvi Mupupa - Council's decision passed on 27 June 2019 under item 11.1.19*
- *Mr Paul Rooi - Council's decision passed on 25 July 2019 under item 11.1.23*

With reference to the townships to the east of Kramersdorf, Council passed the following decision on **26 July 2018** under item 11.1.7:

- (a) *That the installation of services to Extensions 32, 33 and 36 located to the east of Kramersdorf be reserved for Council.*
- (b) *That Extensions 32, 33 and 36 not be sold to developers / members of the public either as extensions or as a number of separate erven; but that Council retains it for own development to train technicians to design services and to be involved in project management.*
- (c) *That the projects be internally co-ordinated and supervised by the Engineering Services Department be done in phases, depending on demand and available funds.*
- (d) *That the funding and installation of services on a phased basis due to the subdued market demand for high value serviced residential erven.*
- (e) *That the Erongo RED be consulted for assistance in undertaking and funding the development of the electrical infrastructure.*
- (f) *That once the erven of Extensions 32, 33 and 36 are promulgated and serviced, they be sold by closed bid sales.*

4. Proposal

In order not to create an expectation and also to allow all interested parties an equal opportunity to be considered for the allocation of large portions of land in future; Council passed the decision quoted above under point 1 above.

B. After the matter was considered, the following was:-

RECOMMENDED:

- (a) That Council takes a policy decision to the effect that in future a standard reply be issued to unsolicited applications from the public for the:
 - (i) *Development of townships;*
 - (ii) *Purchase of large portions / number of serviced / unserviced land / erven;*
 - (iii) *Land for construction of residential housing; and*
 - (iv) *Requests for audience with Council for the above.*
 - (b) That the standard reply informs applicants that Council will invite developers / purchasers by public advert should the need arise for large scale developments.
 - (c) That only unique proposals for business / industrial / institutional development or initiatives be considered after submitting full explanations and motivations.
-

From: Marco Swarts
Sent: Monday, 08 June 2020 03:18 PM
To: Stephny Bruwer
Cc: Andre Plaatjie
Subject: FW: DEVELOPMENT OF LOW-COST HOUSING THROUGH A PUBLIC PRIVATE PARTNERSHIP/JOINT VENTURE

Colleagues

I received an instruction to compile a submission to July together with a draft letter to all future applications for land development which must state that due to the development of a structure plan and a strategic plan thereafter, applications are turned down and once such land developments become available, development proposal will be requested. If I am not mistaken, we tried this before instead of keeping these applications on record or on hold.

Thank you

Marco Swarts | General Manager: Corporate Services & HR | Corporate Services & Human Capital

From: Annalize Swart
Sent: 08 June 2020 03:09 PM
To: Marco Swarts
Cc: Immaculata Ortner
Subject: FW: DEVELOPMENT OF LOW-COST HOUSING THROUGH A PUBLIC PRIVATE PARTNERSHIP/JOINT VENTURE

GM:CS&HC

Dear General Manager

Hereto correspondence for your kind attention and action.

Correspondence has been acknowledged and recorded.

Annalize Swart | Executive Assistant to the Chief Executive Officer | Chief Executive Office

From: ndapandula@mondjila-projects.com [mailto:ndapandula@mondjila-projects.com]
Sent: Monday, 08 June 2020 02:24 PM
To: Annalize Swart <aswart@swkmun.com.na>
Subject: RE: DEVELOPMENT OF LOW-COST HOUSING THROUGH A PUBLIC PRIVATE PARTNERSHIP/JOINT VENTURE

Good day Mr Archie Benjamin

Hope you are well in these difficult times

Kindly Find attached our request for a Public Private Partnership/Joint Venture with your good office, for the development of low to ultra low-income houses

Should you have any inquiries, please do not hesitate to contact our Managing Director, Mr. Panashe Daringo at panashe@mondjila-projects.com or +264 81 630 3534

We look forward to hearing from you soon

Have a great day

Kind Regards

Ndapandula Kawalu
Project Engineer

+264 61 428 201 (Office)
+264 81 388 5396 (Mobile)
ndapandula@mondjila-projects.com
www.mondjila-projects.com



11.1.12 **DONATIONS & SPONSORSHIPS FUNDING POLICY & GUIDELINES**
(C/M 2021/03/25 - 3/P)

Ordinary Management Committee Meeting of 11 March 2021, Addendum 7.15 page 143 refers.

A. The following item was submitted to the Management Committee for consideration:

Swakopmund Municipality receives numerous amounts of requests from individuals and organisations seeking donations and sponsorships for community and charitable events.

There were no guidelines in place for assessing such requests, which resulted in inconsistency of financial allocations.

The purpose of this policy is to set forth guidelines and criteria governing the granting of Council's funds or in-kind donations and sponsorships for the purposes of supporting community-initiated events as well as charitable organisations.

The Corporate Services Publicity Vote is allocated N\$300 000.00 annually which is used for the compensation of sponsorships and donations among others.

Council on **26 March 2020** under item 11.1.10 resolved as follows:

- (a) *That the amended Donations & Sponsorships Funding Policy & Guidelines be submitted to Council for approval.*
- (b) *That Council appoints the following officials to serve on the Sponsorship Committee:*
 - *Councillor A Marsh and Councillor E Shitana*
 - *General Manager: (Finance Chairperson)*
 - *Manager: Finance (Secundi)*
 - *General Manager: Corporate Services & Human Capital (Vice Chairperson)*
 - *Manager: Corporate Services (Secundi)*
 - *Corporate Officer: Marketing and Communications (Secretary)*
 - *Sports and Recreation Officer (Vice Secretary)*
 - *Youth Development Officer*
- (c) *That all recommendations of the Sponsorship Committee be submitted to the Management Committee for approval.*
- (d) *That the Sponsorship Committee be a delegated authority, subject to the conditions of this Policy and that provision be made in the current budget to approve for the donations and sponsorships to individuals, groups and organisations.*

The Sponsorship Committee is the delegated authority, subject to the conditions of this Policy and provision in the current Swakopmund Municipality budget to approve donations and sponsorships to individuals, groups and organisations.

The Sponsorship and Donation Policy and guidelines, including application form for donation and sponsorship is attached. Management Committee should nominate two Councillors (see (b) above) who will serve as Committee members.

B. After the matter was considered, the following was:-

RECOMMENDED:

- (a) That Council takes note of the Sponsorship and Donation Policy and Guidelines.
 - (b) That Council appoints the following officials to serve on the Sponsorship Committee:
 - *Councillor P N Shimhanda and Councillor M Henrichsen*
 - *General Manager: (Finance Chairperson)*
 - *Manager: Finance (Secundi)*
 - *General Manager: Corporate Services & Human Capital (Vice Chairperson)*
 - *Manager: Corporate Services (Secundi)*
 - *Corporate Officer: Marketing and Communications (Secretary)*
 - *Sports and Recreation Officer (Vice Secretary)*
 - *Youth Development Officer*
 - (c) That all recommendations of the Sponsorship Committee be submitted to the Management Committee for approval.
 - (d) That the Sponsorship Committee be a delegated authority, subject to the conditions of this Policy and that provision be made in the current budget to approve for the donations and sponsorships to individuals, groups and organisations.
-



DONATION, SPONSORSHIP FUNDING POLICY & GUIDELINES FOR THE SWAKOPMUND MUNICIPALITY

Index

1. Definitions
2. Background
3. Purpose of the Policy
4. Principles
5. Core Giving Areas
6. Criteria
7. Exclusions
8. Application Procedures
9. Sponsorship Committee
10. Application Form

1. Definitions

Donations are cash or in-kind contributions made to organisations, schools or local community groups.

In-kind Donations are donations that do not involve a direct cash contribution but instead might include providing requested items and other philanthropic contributions.

Philanthropic Grants relate to those special community/area or regional initiatives that invite Council to give by way of a grant to a specific project. Such grants would be made on the basis that there would be no expectation of increasing the material gain (other than that related to corporate recognition, credibility and reputation) by Council.

Sponsorships relate to opportunities that will in most cases offer a long-term association with a particular event or programme. In most cases sponsorships would allow the Swakopmund Municipality to develop a working relationship with the other party and to proactively participate to ensure maximum return on investment.

Corporate Social Responsibility is a type of international private business self-regulation that aims to contribute to societal goals of a philanthropic, activist, or charitable nature or by engaging in or support volunteering or ethically-oriented practices.

2. Background

The Swakopmund Municipality is committed to the principles of Corporate Social Responsibility. Council has established strong community ties through the support of communities and have provided corporate resources and services throughout the years.

The Swakopmund Municipality receives numerous amounts of requests from individuals and organisations seeking donations and sponsorships for community and charitable events throughout the year.

Currently there are no guidelines or uniform processes put in place for assessing such requests, resulting in inconsistency of financial allocations.

3. Purpose Of The Policy

The purpose of this policy is to set forth guidelines and criteria governing the granting of Council's funds or in-kind donations and sponsorships for the purposes of supporting community-initiated events as well as charitable organisations.

It should be noted that this policy does not apply to the sponsoring of activities initiated by the Swakopmund Municipality for strategic marketing and promotional purposes. The Donation and Sponsorship Funding Policy and Guidelines should be part of the Swakopmund Municipality's Corporate Social Responsibility Policy with the expressed purpose of demonstrating good corporate citizenship in the communities and region in which the Swakopmund Municipality operates.

4. Principles

The Swakopmund Municipality will make provision in its annual budget for donations and sponsorships to individuals, the community, charitable and sporting organisations to assist in fundraising for specific projects or to stage events. Only one donation or sponsorship allocation will be considered per, individual, group or organisation in a financial year.

It shall be a condition for the provision of a donation or sponsorship that Council's contribution be formally acknowledged in any publicity promoting the activity or project and the beneficiary shall enter into an agreement with Council and shall adhere to the terms and conditions therein.

5. Core Giving Areas

The Swakopmund Municipality will support individuals, groups and organisations that operate in the following broad community sectors:

- Health
- Education
- Community
- Environment
- Arts and Culture
- Sports and Recreation

The Donation and Sponsorship Funding Policy and Guidelines will seek to achieve a balance between the above mentioned Core Giving Areas.

6. Criteria

Sponsorships should complement the existing brand values of the Swakopmund Municipality, enhance its image positively and provide a platform to increase visibility of the Swakopmund Municipality. The donation and event sponsorship allocations must reflect favourably on the Swakopmund Municipality's reputation as one of the leading Local Authorities in Namibia.

All applications will be evaluated against a determined criteria and with due regard to the value of the donation and/or sponsorship request. Also, to ensure that the application fits within the Swakopmund Municipality's Corporate Social Responsibility objectives and the policy is applied with consistency, some exclusions are listed below (*Clause 7*) together with application guidelines (*Clause 8*).

Preference is given to individuals/ groups/ organisations that:

- 6.1 Are non-profit and can demonstrate community support and involvement.
- 6.2 Are working for the benefit of a wide range of stakeholders, in particular the youth, women, elderly and the disabled within a community.
- 6.3 Can demonstrate how the money or in-kind donation is to be spent and the expected outcome of the event.
- 6.4 Commit to acknowledging the Swakopmund Municipality's contribution through the placement of various promotional banners, brochures, posters and the Swakopmund Municipality's logo on promotional material.
- 6.5 Commit to providing the Swakopmund Municipality with a letter that summarises the outcomes and benefits following the hosting of the event, where applicable.

7. Exclusions

As a general rule, Council will not consider and support for the following:

- 7.1 Individuals, groups, organisations, projects and other activities outside Namibia.
- 7.2 Advertising and promotions, including advertising solicited on behalf of another organisation.
- 7.3 Membership dues or school fees.
- 7.4 Reducing or donating the cost of rates and taxes on the municipal accounts.
- 7.5 Churches or other religious groups.
- 7.6 Labour or political organisation or candidates for public office.
- 7.7 Corporate/family picnics.
- 7.8 Fraternal associations
- 7.9 Travel funds for trips, tours or expeditions.
- 7.10 Organisations or programmes that are sensitive, controversial, harmful, or pose a potential conflict of interest.
- 7.11 Professional fund-raisers working on behalf of an organisations.
- 7.12 Generic requests that may have been sent to various organisations - the "*To whom it may concern*" letter.
- 7.13 Additional funds for groups and organisations already under a multi-year Commitment.

8. Application Procedures

The process for making a request for donation or sponsorship funding is as follows:

- 8.1. Request for donation or sponsorship should be submitted in writing at least 60 days prior to the scheduled project or event.
- 8.2. The application form for donation or sponsorship must be attached to the application letter.
- 8.3. The application letter should include the following:
 - Details of the company and contact person's name, position, mailing address, telephone number, etc.
 - An outline of the project or event for which the donation or sponsorship is being requested and the expected outcome.
 - The amount being requested, together with a total budget or projected cost of the event.
 - Indication whether entry fee(s), ticket(s), etc. will be issued and, if so, the cost(s) thereof.
 - A list of all project contributors or partners, particularly companies.
 - A list of personnel involved with running the organisation.
 - Information and commitments that will meet the criteria listed above.
- 8.4. The Sponsorship Committee, *that should be established*, will consider applications in accordance with the Swakopmund Municipality's current budget and the Principles and Criteria contained in this Policy.
- 8.5. The Sponsorship Committee may, if the application complies with the criteria contained within this Policy, recommend such sponsorship or payment of a donation in accordance with the above Principles and Criteria.
- 8.6. The Sponsorship Committee members, after the approval of the General Manager: Corporate Services and HR will report decisions made pursuant to this Policy to the next Management Committee meeting.

9. General Powers, Duties & Operations of the Sponsorship Committee

- 9.1. The Sponsorship Committee be a delegated authority, subject to the conditions of this Policy and that provision be made in the current budget to approve for the donations and sponsorships to individuals, groups and organisations.
- 9.2. The members of the Sponsorship Committee shall be appointed from amongst the Managers and Officers of the Swakopmund Municipality and shall consist of not less than four members. *The proposed members are as follows:*
 - Manager: Corporate Services
 - Manager : Finance
 - Sports and Recreation Officer
 - Corporate Officer: Marketing and Communications
- 9.3. The Manager: Finance should serve as Chairperson of the Sponsorship Committee, unless otherwise delegated.

- 9.4. The Corporate Officer: Marketing and Communications Officer, or any person nominated by a member of the Sponsorship Committee, shall serve as secretary or take minutes at Sponsorship Committee meetings.
- 9.5. The secretary shall minute the decisions of all meetings of the Sponsorship Committee, including recording the names of those in attendance. Minutes of Sponsorship Committee meetings shall be circulated promptly to all members of the Sponsorship Committee.
- 9.6 All recommendations must be submitted to the General Manager: Corporate Services and Human Resources for approval thereafter tabled to the Management Committee meeting.
- 9.7 The quorum necessary for the transaction of business shall be three (3) members. A duly convened meeting of the Sponsorship Committee at which a quorum is present shall be competent to exercise all or any of the authorities, powers and discretion vested in or exercisable by the Sponsorship Committee.
- 9.8 The Sponsorship Committee shall normally meet during the last week of each month.
- 9.9 Ad-hoc meetings of the Sponsorship Committee shall be summoned by the secretary of the Sponsorship Committee, as necessary.
- 9.10 Notice of each meeting confirming the venue, time and date together with an agenda of items to be discussed and supporting papers shall be forwarded as necessary to each member of the Sponsorship Committee, or any other person required to attend.

10. Sponsorship And Donation Application Form

- 10.1 All applicants must complete an application form upon request for sponsorship or donation.
- 10.2 Application forms can be downloaded from the Council's website or it can be acquired upon request via email.

Below is a sample of an application form for Sponsorship and donations:

SPONSORSHIP AND DONATION APPLICATION FORM

All application for sponsorship/donations must be submitted at least 60 days prior to the scheduled project or event.

Please complete the application form within 2 days to the best of your ability and email it to swkmun@swkmun.com.na or fax to email: 088 614 514, Enquiries (064) 4104100. All requests submitted will be reviewed and followed up with a response.

Name of event:

Place of event:

Date of the event (start): Time:.....End of event: Time:.....

Name of organization:.....

Full address of organization:.....

Telephone:..... Website:.....

Name of contact person:

Position:.....

Contact number (s):

Email:

Total amount or resources requested.....

.....

Event sector (please tick)

- Health
- Education
- Community
- Environment
- Arts and Culture
- Sports and Recreation

Kindly note that an application letter for donation or sponsorship must be submitted in writing and must include the following:

- An outline of the project or event for which the donation or sponsorship is being requested and the expected outcome.
- The amount being requested, together with a total budget or projected cost of the event.
- Indication whether entry fee(s), ticket(s), etc. will be issued and, if so, the cost(s) thereof.
- A list of all project contributors or partners, particularly companies.
- A list of personnel involved with running the organisation.
- Information and commitments that the applicant will render to Council in lieu of the donation or sponsorship.

Preference is given to individuals/ groups/ organisations that:

- Are non-profit and can demonstrate community support and involvement.
- Are working for the benefit of a wide range of stakeholders, in particular the youth, women, elderly and the disabled within a community.
- Can demonstrate how the money or in-kind donation is to be spent and the expected outcome of the event.
- Commit to acknowledging the Swakopmund Municipality's contribution through the placement of various promotional banners, brochures, posters and the Swakopmund Municipality's logo on promotional material.
- Commit to providing the Swakopmund Municipality with a letter that summarises the outcomes and benefits following the hosting of the event, where applicable.

The following terms and conditions apply in cases when events are taking place at Council's property (hall, stadium, parks, etc.):

1. *That noise levels in respect of the applicant must not be more than 85 dB (Decibel) at the noise source (thus the speakers) and not more than 60 dB at a distance of 200m and should valid complaints be received, permission can be withdrawn immediately.*
2. *That the applicant ensures that the facilities including the parking area are cleaned within 48 hours after the event.*
3. *That Council be indemnified against any claims that may arise from using the venue.*
4. *That the stadia concerned be restored to their original conditions and to the satisfaction of the Swakopmund Municipality after the function.*
5. *That the applicant be responsible for the provision and arrangement of public ablution facilities on site, if required.*
6. *That no person should overnight on the premises, except for security purposes.*
7. *That Council reserves the right to cancel the use of the stadia should Council needs them for its own purposes.*
8. *That the applicant make prior arrangements with Erongo-RED for electricity connection at their own cost should it be required.*
9. *That the event be wrapped up by 2AM.*
10. *That the applicant submits proof that the following arrangements have been made:*
 - *Emergency Services*
 - *Traffic Control and Parking*
 - *Waste removal*
 - *Security Services*
11. *The organization agrees to submit to the Municipality of Swakopmund an event/project post-mortem, photos and press review, within 30 days following the date of the event/project.*

I declare that all the information I have provided on this form is accurate, and that I am authorized by the abovementioned organization to submit this application.

Name.....

Signature.....

Date.....

FOR OFFICIAL USE	
DATE RECEIVED:	EVENT SECTOR:
REVIEWED BY:	<input type="checkbox"/> APPROVED <input type="checkbox"/> DENIED
IF APPLICATION WAS DENIED, LIST REASON(S) FOR DENIAL:	
SIGNATURE OF CHAIRPERSON	DATE APPROVED:

11.1.13 **SALE OF ERF 7133, EXTENSION 26, MONDESA TO A THIRD PARTY (MIDDLE LOW INCOME)**

(C/M 2021/03/25 - 19.03.12; E 7133 M)

Ordinary Management Committee Meeting of 11 March 2021, Addendum 7.16 page 153 refers.

A. The following item was submitted to the Management Committee for consideration:

1. **Introduction**

A letter dated **02 November 2020** attached as Annexure "A" was received from Mr Immanuel Shiimbashike requesting Council's permission to sell Erf 7133, Mondesa (no house has been constructed) to a third party. Mr I Shiimbashike confirms in his letter that he is unemployed and moved to the north.

He was requested to provide substantiating documentation such as a resignation letter. He worked in the informal sector as a taxi driver and could not provide any proof of his poor financial situation and unemployment status. He also mentioned at the time that his application of **02 November 2020** be held in abeyance in order to see whether his situation improves. Mr I Shiimbashike during **February 2021** requested that his application be submitted for consideration.

2. **Background**

During 2016 Council sold the following erven to pre-qualified bidders being registered into different income groups:

- *Middle Low Income (80 erven on 9 September 2016)*
- *Upper Low Income (44 erven on 7 October 2016)*
- *Low Middle and Middle Income (28 erven on 25 November 2016)*

Mr I Shiimbashike bought Erf 7133, Mondesa at the closed bid sale of **09 September 2016** in the amount of **N\$54 871.90**. The property was registered in his name on **03 May 2018**. A pre-emptive right is registered in favour of Council that the property may not be sold within five years from the date of transfer. Therefore, the five-year restriction period will lapse on **03 June 2023**.

The deed of sale entered into with Mr I Shiimbashike prescribes as follows:

- 9.6 *In order to avoid speculation, a **five year restriction on alienation** from date of transfer of the ERF to the PURCHASER, will be registered against the Title Deed of the ERF in favour to the Municipal Council of Swakopmund, namely:*

"The owner, his / her heirs or successors-in-title may not sell the aforesaid property for a period of 5 (five) years from date of first registration, except after offering it for sale in writing to the Municipal Council of Swakopmund at the same price the PURCHASER bought the property from the Municipal Council of Swakopmund and

the Municipal Council of Swakopmund to accept or reject such offer within 60 (sixty) days of receipt of the PURCHASER's written offer made in terms hereof.

The purchasers are therefore not allowed to sell the property before 5 years from the date of transfer, unless it is first offered to Council.

3. Discussion

Mr I Shiimbashike is requesting permission to sell Erf 7133, Mondesa to a third party. He motivates his request due to unemployment and as a result he decided to move back to the north because he is unable to make payments to his monthly bond and municipal services. Attached as **Annexure "B"** the statement of municipal services account for January 2021 indicating that the account is in arrears in the amount of **N\$47 866.06** (rates, taxes and loan instalments).

Mr I Shiimbashike is aware of the pre-emptive right registered over his property which will only expire on the **03 June 2023**. Due to unemployment constraints and arrears that accumulate on a monthly basis, he humbly requests Council to grant him permission to sell Erf 7133, Mondesa to a third party. The delay for the submission was caused by Mr I Shiimbashike as he was unsure of selling the property and later changed his mind and confirmed telephonically that he wants to proceed with his application to Council for permission to sell Erf 7133, Mondesa to a third party.

Recent Ministerial emphasis

The Housing Act currently makes provision for the resale of land by Build Together recipients to 3rd parties only once a quarter of the loan period of 20 years has expired. Persons that have received land from the Build Together programme can therefore only sell land if at least 5 years has lapsed from the date of the allocation of the loan. In line with this provision, Council similarly sold its land at the Closed Bid Sale of 2012 with a 5-year pre-emptive right. All bidders were made aware of this condition throughout the entire process of the sale. The intention was therefore to not allow the resale of any land within at least 5 years from the date of transfer.

In order to address the great national demand for residential land, the Minister has however recently indicated that greater emphasis will now be placed on the pre-emptive period placed on properties sold and that it is planned to even extend the period from 5 years to 10 years.

4. Previous similar decision by Council

With reference to a similar application of Mr Z Kazombiase who requested Council to waive the pre-emptive right on Erf 1225, Tamariskia in order to allow him to sell the property to a third party; Management Committee recommended on **27 June 2019** under item 5.4 as follows:

That Council accept the merit of the application by the owner of Erf 1225, Tamariskia, Mr Z Kazombiaze to sell his property to a third party; being that he is unemployed and in arrears at his financial institution for which he received a letter of demand, and approves the sale of the property.

Furthermore subsequent to various applications by Ms I Ruhumba with the similar application, Council on **25 July 2019** under item 11.1.24 resolved as follows:

That Council approves the application of Ms I Ruhumba to sell her property erf 3657, Mondesa to a third party.

The most recent waiver was approved on **30 January 2020** under item 11.1.1 as follow:

- (a) *That the presentation given by Ms Clementine Abel to the Management Committee, be noted.*
- (b) *That Council Accepts the merit of the application by the owner of Erf 7233, Extension 26, Mondesa, Ms Clementine Abel to sell her property to a third party; waives the pre-emptive right and permits the sale of the property.*

Council turned down applications in the past from:

- *Mr B Geingob - (Council resolution 11.1.14 of 28 June 2016) and*
- *Mr H K A Ipinge - (Council resolution 11.1.16 of 26 April 2018), because the applicants did not provide proof of their financial position, or indicate what other alternatives they attempted before concluding that the only option is to sell the property.*

Motivation:

When there is clear evidence that a property owner has been overwhelmed by financial difficulties and is not merely speculating, Council can relax its strict application of the rule in order to assist struggling families and prevent them from falling into poverty due to Council's rules.

With reference to a recent similar application by Ms Jo-Marie Eckardt of erf 1212, Tamariskia the Special Management Committee on **20 August 2019** under item 5.7 resolved that she be invited for an audience. Similarly, the Management Committee resolved on **15 October 2019**, under item 8.3 to invite Ms Queenrose Gaweses, owner of Erf 1234, Tamariskia for an audience. The applicant cancelled her application for the cancellation of the pre-emptive right (Management Committee of **14 November 2019**).

B. After the matter was considered, the following was:-

RECOMMENDED:

That Council accepts the merit of the application by Mr I Shiimbashike. Council waives the pre-emptive right and permits the sale of Erf 7133, Mondesa to a third party.

ANNEXURE "A"

02 November 2020

MUNICIPALITY OF SWAKOPMOND

CHIEF EXECUTIVE OFFICER

(064)4104216

088614514

53 SWAKOPMOUND NAMIBIA

www.swkmun.com.naabenjamin@swkmun.com.na

Without prejudice

Dear Sir/Madam

Greetings

My Name is Immanuel Shiimbashike, ID number 82102510581 I'm writing this letter regarding a property I own in Swakopmund.

DESCRIPTION OF PROPERTY

1. Erf No 7133, (Extension 26) Mondesa
2. Town SWAKOPMOND
3. Situated in the municipal area of Swakopmund Registration-Division "G"
4. Measuring approximately 400 square metres

With reference to the abovementioned kindly find my request and concern hereunder.

1. My concern

I have been unemployed for some time now and I cannot maintain my property and bill. Due to unemployment I moved back to the north where I came from. I apologize for the late notice.

2. Request

As I indicated above, am left with no choice but to put my property on sale with the permission of your office.

I'm paying respect that my letter may be treated with due care and attended in a countable time frame, I await your urgent responses.

Thank you in advance

Regards

ANNEXURE "B"



Municipality of Swakopmund

P.O. Box 53, Swakopmund
Tel (064) 410 4111 Fax (088) 651 9141
ACCOUNT ENQUIRIES FAX: 0886528144 / E-MAIL: enquiries@swkmun.com.na

SHIMBASHIKE I SELF COLLECT SWAKOPMUND 9000

TAX Invoice	
VAT No.	0687546-01-5
Statement Date	2021/01/15
Account Number	70713300033
Reference	20210116-25618
Deposit	

Details/Meter Readings			Date	Description	Vat %	Vat charge	Amount (VAT excl)	Amount (VAT incl)
Previous	Present	Consumption						
			12/16	BALANCE B/FWD		0.00	46430.94	46430.94
			01/15	VA RATES GENERAL	NAS	0.00	56.08	56.08
			01/15	SE AVAILABILITY DOM	ZER	0.00	182.00	182.00
			01/15	RF AVAILABILITY DOM	ZER	0.00	92.00	92.00
			01/15	DEBIT AMOUNT 83713300043		0.00	1001.34	1001.34
			01/15	SU FIRE BRIGADE SERV - RES	EXP	0.00	2.00	2.00
			01/15	DISPOSAL PESS DOM	EXP	0.00	6.00	6.00
			01/15	SU CLEANING SERV	EXP	0.00	16.00	16.00
			01/15	WA AVAILABILITY DOM	ZER	0.00	79.70	79.70
Meter Readings Dates								
Previous		Current						
			Total			0.00	47866.06	47866.06

Arranged	Handed Over	90 Days Plus	60 Days	30 Days	Current	Amount Due
0.00	0.00	43560.70	1435.12	1435.12	1435.12	47866.06

MESSAGE

PLEASE NOTE: ACCOUNTS ARE PAYABLE ON OR BEFORE 8 FEBRUARY 2021.

Property Information				Details of Property Assessment	
Stand No.	00007133	Ward	1	Valuation	
Township	001 070 MONDESA			Land	Improvements
Street Address				36000.00	
Portion	00000			Building Clause	
Area	400			Valuation	Date
Unit	001/070/00007133/00000/0000/0000			Annual Levy	

KINDLY TEAR OFF AND RETURN WITH PAYMENT



Swakopmund Municipality
P.O. Box 53
Swakopmund

Name	Due Date	2021/02/08
SHIMBASHIKE I	Account No.	70713300033
REMITTANCE ADVICE	Amount	47866.06

Bank Details: FNB, Swakopmund
Account Number: 62249603300 * Branch Code: 280 472
Fax No for confirmation: 0886519140
E-Mail for confirmation: payments@swkmun.com.na

11.1.14 **SUBSIDIZED SEMI-PURIFIED WATER SUPPLY POLICY**
(C/M 2021/03/25 - 3/11/1/2/2/5; E 21 & 22)

Ordinary Management Committee Meeting of 11 March 2021,
Addendum 8.2 page 07 refers.

A. **The following item was submitted to the Management Committee for consideration:**

The Management Committee at its meeting of 14 January 2021, under items 8.3 and 8.4 resolved the following:

That the matter be referred back to formulate a policy and resubmission to the Management Committee.

The purpose of this submission is for Council to consider and approve the attached "***Subsidized Semi-Purified Water Supply Policy***".

B. **After the matter was considered, the following was:-**

RECOMMENDED:

- (a) That Council approves the attached Subsidized Semi-purified Water Supply Policy.
 - (b) That a 50% subsidy be granted with effect from 1 July 2021.
-

MUNICIPALITY OF SWAKOPMUND



SUBSIDIZED SEMI-PURIFIED WATER SUPPLY POLICY

Review on 25 MARCH 2021

1) INTRODUCTION:

The purpose of the Policy is to provide guidance on how Council can consider granting semi-purified water to Institutions and Sports Clubs at subsidized costs.

2) OBJECTIVES OF THIS POLICY:

To ensure that Council continues to provide subsidized semi-purified water to Institutions and Sports Clubs for self-sustainability and to promote overall sports codes for inhabitants of Swakopmund.

3) POLICY MAINTENANCE:

- a) Council currently supplies semi-purified water to Institutions (Schools) as well as Sports Clubs.
- b) That the semi-purified water be installed at the cost of the Institution or the Sports Club.
- c) The semi-purified water is supplied at **N\$3.60** per cubic meter to the Institutions and Sports Clubs.
- d) In order for any Institution or Sports Club to qualify for such, application must be submitted to Council for approval.
- e) That Council only grants subsidized semi-purified water to recognised Institutions and Sports Clubs.
- f) That Council considers, granting 50% of semi-purified water usage of Institutions and Sports Clubs, upon approval of the Policy.
- g) That the General Manager: Finance makes necessary budgetary provision as from **1 July 2021**.
- h) That Institutions/ Sports Clubs make their own provisions for water supply to their sport facilities/gardens during maintenance or breakdowns of municipality semi-purified water infrastructure.

11.1.15 **CRICKET NAMIBIA'S RENTAL AGREEMENT – VINETA NORTH SPORT STADIUM**
(C/M 2021/03/25 - 14/2/21/4)

Ordinary Management Committee Meeting of 11 March 2021, Addendum 10.2 page 10 refers.

A. The following item was submitted to the Management Committee for consideration:

1. Introduction

This submission aims to seek Council's approval to enter in agreement with Cricket Namibia to utilize Vineta North Sport Stadium for cricket sport development.

2. Background

A comprehensive proposal of the Dome Swakopmund was submitted and discussed at Council on 30 July 2020, under item 11.1.18, which resolved:

- (a) *That Council approves the partnership proposal between Messrs the Dome Swakopmund and Municipality of Swakopmund.*
- (b) *That the Council makes budget provision for the sponsorship of 10 local entrepreneurs as part of the first intake in the Entrepreneurs factory at the total cost of approximately N\$530 000.00 per annum in the next financial year (i.e. 2021 / 2022).*
- (c) *That the proposal to have the management of the Vineta North Sport stadium by the Dome Swakopmund not be approved.*
- (d) *That The Dome Swakopmund utilizes the Vineta North Sport stadium through the existing standard operating procedures.*
- (e) *That an advisory committee comprised of both the Municipality representatives and The Dome representatives be established to develop a best strategy that can be used to ensure the facility is utilized effectively to the benefit of both parties.*
- (f) *That the proposal to upgrade the Cricket turf and permanent nets as well as providing mobile nets at the cost of Namibia Cricket Federation be approved.*
- (g) *That the Council through its Bursary Scheme sponsors one athletes per annum.*
- (h) *That Council form part of the selection processes for both entrepreneurs as well as the athletes that will be sponsored.*
- (i) *That an SME Development Trust Fund be established for the future sponsorship of Entrepreneur Factory and other business development initiatives.*

Subsequently, Council resolved on the 19 November 2020 the following to be the advisory committee members for the MoU between the Dome & Municipality of Swakopmund:

- *The Mayor*
- *The Chief Executive Officer*
- *GM: Economic Development Services*
- *Chairperson of NCCI Swakopmund Branch alternating with the Chairperson of HAN Swakopmund Task Committee*

Discussion

The Advisory Committee for the MoU between the Dome and Municipality of Swakopmund held two meetings (minutes attached). One of the areas of focus for the MoU is development of sport tourism with the aim to diversify the tourism sector. Cricket sport code has thus been identified with potential to develop and attract sport tourists to Swakopmund. The Dome Swakopmund has engaged Cricket Namibia Federation as an important stakeholder in this sport development. Cricket Namibia has agreed to contribute and forwarded a maintenance plan for the Vineta North Sport Field which the Municipality should consider.

In the maintenance plan, Cricket Namibia has indicated that they will commit to the following responsibilities:

- *Cricket Namibia will cover all expenses to build the pitch to the tune of approximately N\$150 000.00 (this amount include materials and labour costs).*
- *Repairing of existing concrete covering in the middle of the field to the tune of N\$22 000.00.*
- *Construction of movable nets for training purposes for the development program to tune of N\$18 000.00.*
- *Availing of a pitch cutter.*
- *provision of training for the ground keeper/ curator on how to manage the facilities.*
- *Run and administer development programme for the community of Swakopmund.*

The Municipality of Swakopmund's responsibilities are as follows:

- *cutting of outfield and pitch as per specified*
- *watering of outfield and pitch as per above mentioned specifications*
- *providing of a bomag / roller when pitches must be prepared*
- *maintaining the areas outsides of the field inclusive of the ablution facilities, grass and sitting areas*

Rental Agreement proposal

The Cricket Namibia proposed that with the capital investment pledged toward the upgrading and development of the sport facility, the Municipality should not charge them rental fees for the usage of the facility by the following groups:

- *Community Development programmes and clinics*
- *Cricket Namibia's national and development teams*

B. After the matter was considered, the following was:-

RECOMMENDED:

(a) That Council approves the usage of Vineta Sport Stadium by Cricket Namibia free of charge when facility is used for the following purposes:

- *Community Development Programme and clinics*
- *Cricket Namibia's national and development teams*

(b) That the approval is granted on the following conditions:

- *Cricket Namibia will cover all expenses to build the pitch to the tune of approximately N\$150 000.00 (this amount include materials and labour costs)*
 - *Cricket Namibia to repair existing concrete covering in the middle of the field to the tune of N\$22 000.00*
 - *Cricket Namibia to construct movable nets for training purposes for the development program to the tune of N\$18 000.00*
 - *Cricket Namibia to avail a pitch cutter*
 - *Cricket Namibia to provide training for the ground keeper / curator on how to manage the facilities*
 - *Cricket Namibia to Run and administer development programme for the community of Swakopmund.*
 - *Council to retain access for public use.*
-



MoU Swakopmund Municipality and The Dome Meeting No. 1 Minutes

Present:	A Benjamin, Cllr C Goldbeck, V Kaulinge, A Kotting, R Shipunda F Engelbrecht, E Raymond, S Smit
Agenda:	Updates related to the MoU between the Swakopmund Municipality and The Dome
Date:	02 nd February 2021
Time:	09h00
Venue:	CEO office, 2 nd Floor, The Dome

Item	Discussion / matter	Action
1. 1.1	Welcome All parties were welcomed to the meeting. All parties introduced themselves and their roles.	AB
2. 2.1	Updates related to the MoU at The Dome Entrepreneurs Factory An educational platform/campus was created via the Business Box model for entrepreneurial training, business skills and behavioural competencies. First Business Box will start on 8 February via the Gap Year Program for school leavers The Dome team is in consultation with the Namibia Training Authority (NTA) for accreditation as an educational institution The first Authentic Entrepreneur Workshop will be hosted on 17-18 February with outcomes: <ul style="list-style-type: none"> know your unique talents that gives you your power and edge to be highly engaged and productive know how to be entrepreneurial in your own unique way know how to unlock your potential as well as others potential to achieve world class outcomes etc. The Dome campus needs to be filled with 20 Business Boxes supported by commercial entities who invest in a Student Fund. Economic Development Services will direct the selection process of ten students as per MoU; successful candidates to start 1 July at the Entrepreneurs Factory Draft of selection process to be presented at next meeting	Note RS RS

2.2	Elite Academy The Dome offers training programmes to nine of Namibia's most talented athletes, who qualified under the world's top 20 in their age group. Funding needed to enable talent for preparation to compete on world stage. The Swakopmund Municipality will - through its bursary scheme - sponsor one athlete to the amount of N\$138,000-00 per annum in respect of the Elite Academy as from July 2021.	Note
2.3	Namibia Cricket progress The Namibia Cricket Federation will host from grassroot to international tournaments. The Federation is in partnership with The Dome to develop it to a high performance centre on the condition that turf pitches to be built at the Vineta Sports Ground <ul style="list-style-type: none"> the start of this process is urgent as the preparation of grass and built of turf pitches could take up to six months the first national cricket tournaments are planned for October 2021 Management and maintenance of Vineta Sports Ground important to allow for international standards Vineta Sports Ground <ul style="list-style-type: none"> to be available to the benefit of the community and not exclusive for Namibia Cricket or The Dome proposal to centralize bookings for sport activities by the Swakopmund Municipality and The Dome (currently done by the Sport and Recreation officer); the revenue will remain to the benefit of the Municipality for maintenance purposes proposal that an assessment be done on the exact roles of all parties involved. 	FE AB FE VK
2.4	Establishment of a SME Development Trust Fund (DTF) for the purpose of future sponsorships of the Entrepreneurs Factory and Elite Academy. The DTF will serve as a vehicle for more initiatives and could create an international forum The Dome team to do a presentation to showcase the end product.	ER, FE



 MAINTENANCE PLAN SWAKOPMUNT MUNICIPAL FIELD

We are looking forward to positive working relationship between all three entities to achieve a common goal. Maintenance of cricket facilities requires a hand-on approach as they quickly deteriorates if neglected. The benefit is that cricket facilities are conducive for all other sports to utilise which makes this a holistic sports development facility.

Relevant terminology:

As explained in our meeting; A cricket facility consist of a pitch and an outfield. The pitch is the centre part and consist of an area of 6meters by 25meters. The pitch is built with a specialised soil called bulli and is planted with a finer grass (similar to golf greens). The outfield is the rest of the field ranging from 55meter to 65meter diameter from the centre of the pitch. The pitch is cut with a pitch cutter (like golf greens) and the outfield cut with a grass mower.

Equipment:

Pitch cutter: a cylinder, walk behind mower that can cut to 4mm height.

Grass mower: Any grass mower, preferably ride-on due to the size of the field, which can cut below 20mm in height.

Grass cutting:

In order to maintain a smooth playing surface, grass on both the outfield and the pitch must be cut least twice a week.

Watering:

Watering of twice a week is essential. During the first 3 months after constructing the pitch, grass must be sprinkled at least every day.

Preparation for games:

Prior a game the pitch is rolled with a roller or bomag (similar to what is used by construction companies)

Responsibilities: Cricket Namibia

- Cricket Namibia will cover all expenses to build the pitch. This includes all material and labour costs. The total of expense is in the region of N\$150 000.
- Repairing of existing concrete covering in the middle of the field. (N\$22 000)
- Constructing movable nets for training purposes for the development programs (N\$18 000)
- Availing of a pitch cutter.
- Training for ground keeper/curator on how to manage facilities.
- Run and administer development programs for the community of Swakopmund.

**Responsibilities: Swakopmund Municipality**

- Cutting of outfield and pitch as per above specifications.
- Watering of outfield and pitch as per above mentioned specifications.
- Providing of a bomag/roller when pitches must be prepared (K)
- Maintaining the areas outside of the field. Inclusive of ablution facilities, grass and sitting areas.

The maintenance of this facility will have various benefits as highlighted in the discussions between The Dome and the Municipality of Swakopmund.

Rental agreement

Our expectation is to not pay rental fees for the usage of the facility based on the following motivations:

- Capital contributions to develop the asset.
- The benefits to the community through the development of an active program.
- The added benefit of income through sport groups and tours entering Swakopmund.

We believe that this partnership will contribute not only to this generation, but also the next.

A handwritten signature in black ink, appearing to read "J. Muller", is written above a horizontal line.

Johan Muller
CEO

11.1.16 **BUSINESS DEVELOPMENT IN DRC, EXT 28 - 31**
(C/M 2021/03/25 - M 4354)

Ordinary Management Committee Meeting of 11 March 2021,
Addendum 8.4 page 13 refers.

A. **The following item was submitted to the Management Committee for consideration:**

1. **Introduction**

This submission aims to seek Council's approval to engage and identify people currently owning businesses in DRC, who are willing to acquire business land and have potential to develop the property.

2. **Background**

One of the key performance areas for the Economic Development Services Department is business retention in town. Businesses can only be retained if the Local Authority take cognisance of their efforts and support them by creating a conducive environment for their businesses to prosper.

The Economic Development Services Department has thus recognized that there are numerous people that have established businesses in DRC (i.e. Ext 27, 28, 29, 30, and 31). Although most of these businesses were developed using non-permanent structures, they have grown over the years and have been contributing to the socio-economic condition of the inhabitants in DRC Settlement. These businesses are however unable to grow due to various factors such as the absence of land ownership, and building restrictions as the area was not serviced by then. Some of these businesses have set up big structures where they are retailing as mini markets as well as liquor outlets. The actual number of existing business cannot be quantified as it would require someone to actually go in the field and physically identify the structures.

3. **Discussion**

Given the brief background above, the Economic Development Services has noted that installation of services in some of the extensions in DRC Proper (i.e. Ext 29 & 31) has been completed. Extension 28 is not serviced yet due to the fact that the area is occupied by shacks. Most of the businesses in DRC Settlement are however concentrated along Ondjaba Street which the current Main Street in DRC is. One can compare the Ondjaba Street with the famous Eveline Street in Windhoek, where you have a trail of liquor outlets and mini markets creating a business hub. It is also noted that most of the erven along Ondjaba Street are zoned as "***Single Residential***" erven leaving only few business erven.

The Economic Development Services Department would therefore like to conduct an assessment study to register all businesses in the DRC Settlement, to identify their potential as well as their will to acquire business property to expand their businesses.

The properties listed on the table below zoned as "General Business" erven can be reserved for DRC Business owners.

<i>Extension</i>	<i>Erf No</i>	<i>Size m²</i>	<i>Zoning</i>
<i>Extension 28</i>	<i>7540</i>	<i>1975</i>	<i>General business</i>
<i>Extension 28</i>	<i>7543</i>	<i>1952</i>	<i>General business</i>
<i>Extension 28</i>	<i>7544</i>	<i>1395</i>	<i>General business</i>
<i>Extension 28</i>	<i>7545</i>	<i>1355</i>	<i>General business</i>
<i>Extension 28</i>	<i>7650</i>	<i>1904</i>	<i>General business</i>
<i>Extension 28</i>	<i>7651</i>	<i>1997</i>	<i>General business</i>
<i>Extension 28</i>	<i>7652</i>	<i>1529</i>	<i>General business</i>
<i>Extension 28</i>	<i>7653</i>	<i>1525</i>	<i>General business</i>
<i>Extension 30</i>	<i>7892</i>	<i>1471</i>	<i>General business</i>
<i>Extension 30</i>	<i>8263</i>	<i>1326</i>	<i>General business</i>
<i>Extension 31</i>	<i>8293</i>	<i>428</i>	<i>General business</i>
<i>Extension 31</i>	<i>8440</i>	<i>1424</i>	<i>General business</i>
<i>Extension 31</i>	<i>8441</i>	<i>2088</i>	<i>General business</i>
<i>Extension 31</i>	<i>8442</i>	<i>2989</i>	<i>General business</i>
<i>Extension 31</i>	<i>8465</i>	<i>2167</i>	<i>General business</i>
<i>Extension 31</i>	<i>8468</i>	<i>1166</i>	<i>General business</i>
<i>Extension 31</i>	<i>8469</i>	<i>1291</i>	<i>General business</i>
<i>Extension 31</i>	<i>8470</i>	<i>705</i>	<i>General business</i>

In light of the above, it is proposed that Council approves and supports EDS to engage businesses owner's in DRC and develop a database which will give them first option to acquire business properties in DRC Extensions 28, 29, 30 & 31.

B. After the matter was considered, the following was:-

RECOMMENDED:

- (a) That Council approves Economic Development Services to conduct a registration of business owners in DRC and assess their potential in terms of acquiring business property and expanding their businesses.
 - (b) That this data be presented to Council once the exercise is completed.
 - (c) That first preference to buy business properties in Extensions 28, 29, 30 & 31 be given to business owners that have established business in DRC Extensions 28, 29, 30 & 31.
 - (d) That alienation of the business erven in Extension 28, 29, 30 & 31 be done through invitation of business proposals by business owners in DRC.
-

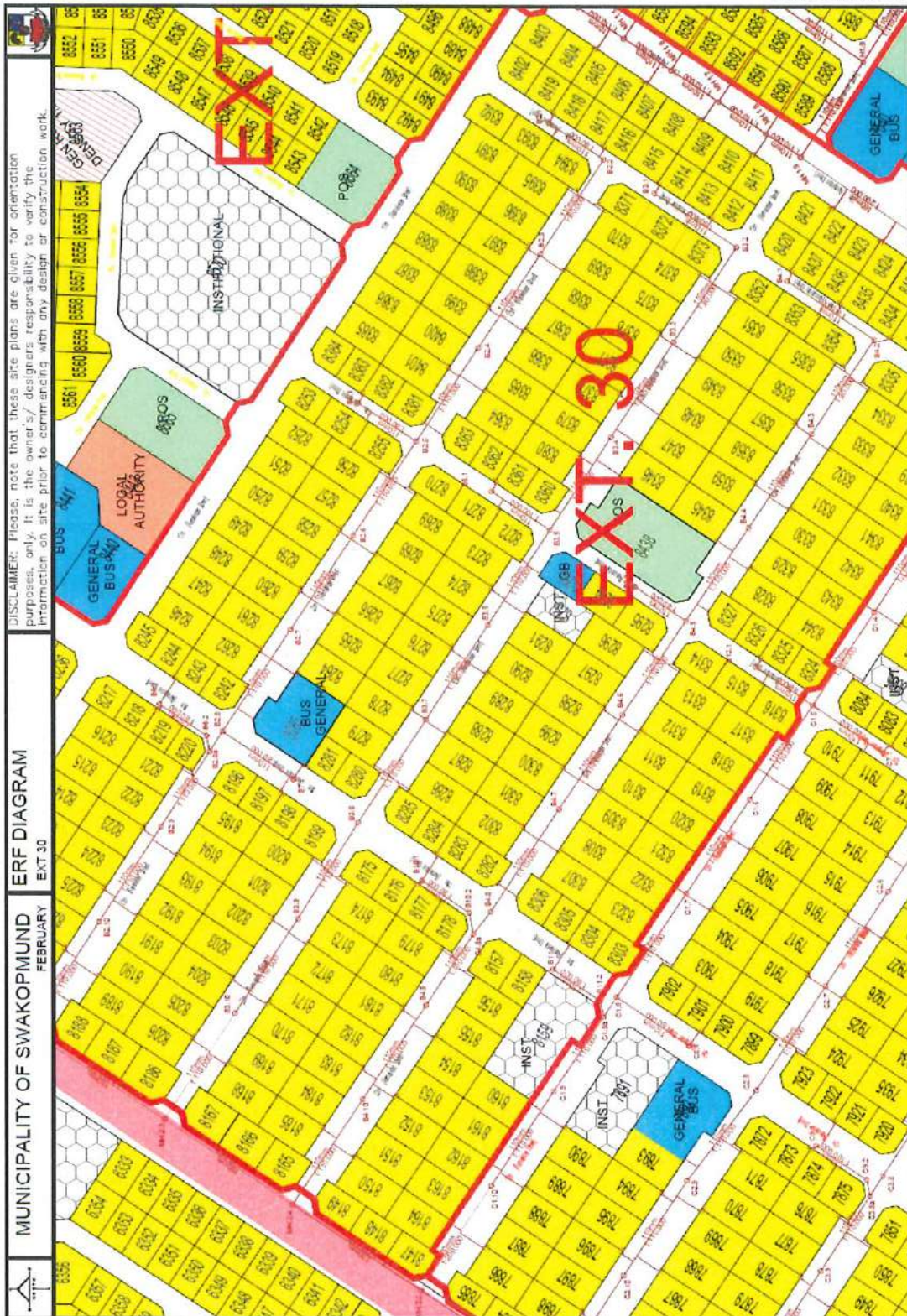
EXTENSION 27

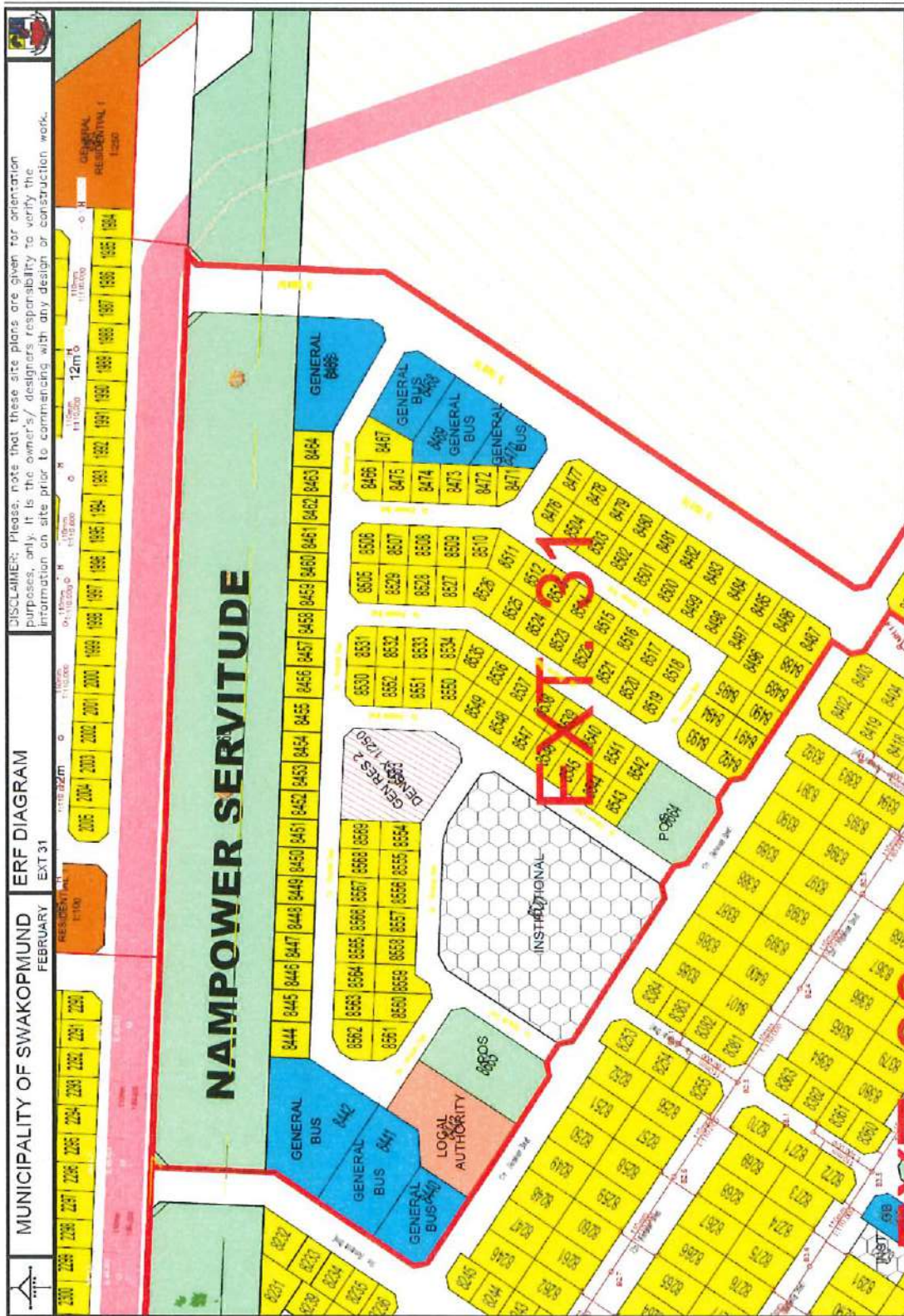






EXTENSION 30





11.1.17 **SURVEY ON EXISTING ABLUTION FACILITIES IN DRC(PROPER) SETTLEMENT**
(C/M 2021/03/25 - 14/2/8/2)

Ordinary Management Committee Meeting of 11 March 2021, Addendum 10.1 page 03 refers.

A. The following item was submitted to the Management Committee for consideration:

Attached hereto is the survey report of the conditions of the ablution facilities in the DRC (Proper) Settlement.

The main objective of the survey was two-fold, namely;

- *To map and identify the geological positions of the septic tank toilets in DRC Proper, and*
- *To determine the condition of the septic tank toilets in the DRC Proper area.*

The results of the survey demonstrate the serious health risks posed by the broken and malfunctioning ablution facilities at the DRC (Proper) area. Should these conditions be left unattended and allowed to prevail without Council's direct intervention, public health will be greatly compromised. (See attached report)

It is against this background that Council is requested to implement corrective measures and to commit to improvement of the unhygienic conditions caused by inadequate sanitation facilities and access of the residents to the water infrastructure and services that was installed in the affected area.

B. After the matter was considered, the following was:-

RECOMMENDED:

- (a) That the septic tanks (toilets) be replaced with water borne sanitation systems and connected to the newly constructed sewer and water infrastructure lines.
 - (b) That all serviced Erven in the DRC with no septic tank (toilets) be provided with water borne sanitation facilities.
 - (c) That the General Manager: Engineering & Planning Services determine the building cost estimates of a water borne sanitation system with report back to the Management Committee, in April 2021.
 - (d) That the General Manager: Finance makes budgetary provision on the Capital Budget 2021/2022, for this purpose.
-

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Ordinary Council Meeting - 25 March 2021

REPORT

ON THE CONDITIONS

OF

EXISTING ABLUTION FACILITIES

IN

DRC(PROPER) SETTLEMENT

Compiled by: Ambrose Wohler, Adam Ndahalele and Abel Katondorozu

1. Introduction

Rapid urbanization is a critical challenge for Local Authorities with service provision and local authorities are unable to keep up with the rapid pace of population growth of which many towns are experiencing a substantial increase in the number of people living below the poverty line in informal or unplanned settlements, many of which are illegal. Most informal settlements lack access to adequate and affordable basic services such as water supply and sanitation.

The Development Workshop Namibia (DWN) team along with the Community Led Total Sanitation (CLTS) volunteers had a field excursion which in short was to identify the geological positions and the conditions of the septic tank toilets in the Democratic Resettlement Community (DRC)(Proper).

2. Objective

- To map and identify the geological positions of the septic tank toilets in DRC Proper
- To determine the condition of the septic tank toilets in the DRC Proper area

3. Method

The method used to collect the data was a quantitative method. The Open Data Kit (ODK) software was used to collect the data during the Mapping out of septic tank toilets. A short form was used which had the following questions

- Geological Position (GPS point)
- Is the toilet functioning
 - Yes
 - No
- Condition of Tank
 - No lid
 - Broken lid
 - Lid well fitted
 - Tank opening broken

4. Limitations

- Septic tank toilets are only located in the DRC Proper Area (Annexure, Figure 1)
- Geographical positions of 3 toilets were not recorded thus total is not 431 but 434

5. Observations and Results

The following are the results and images from the field work that was conducted on the 25th February 2021 during the mapping and identifying of the septic tank toilets in DRC. The septic tank is shared by two households and some septic tank is shared by more than four households.

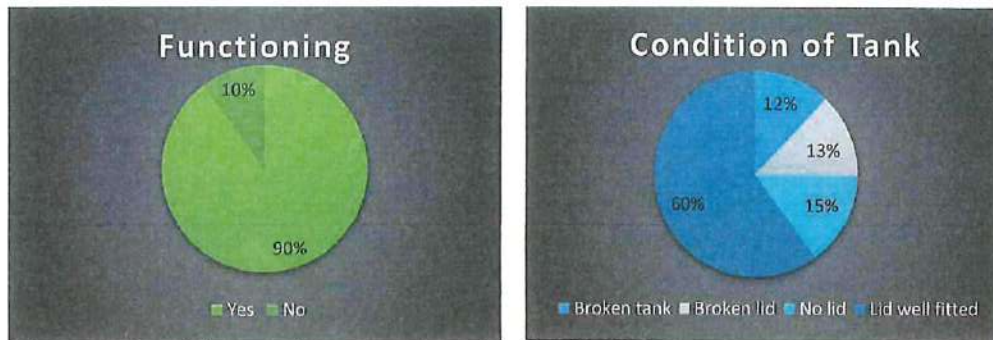


Figure 1. Condition results on septic tank toilets in DRC Proper

Functionality of septic tanks

Functioning	387
Not Functioning	44

Condition of tanks

Broken tank	52
Broken lid	57
No lid	65
Lid well fitted	260



Figure 2. Full tanks that are not emptied and tanks with no lids



Figure 3. Damaged septic tanks



Figure 4. Destroyed structures of toilets in DRC Proper



Figure 5. Abandoned toilets in DRC Proper



Figure 6. Some toilets are still taken care of. Proper hygiene practices in the community.



Figure 7. Toilets are abandoned and some used as storage facilities

6. Conclusion

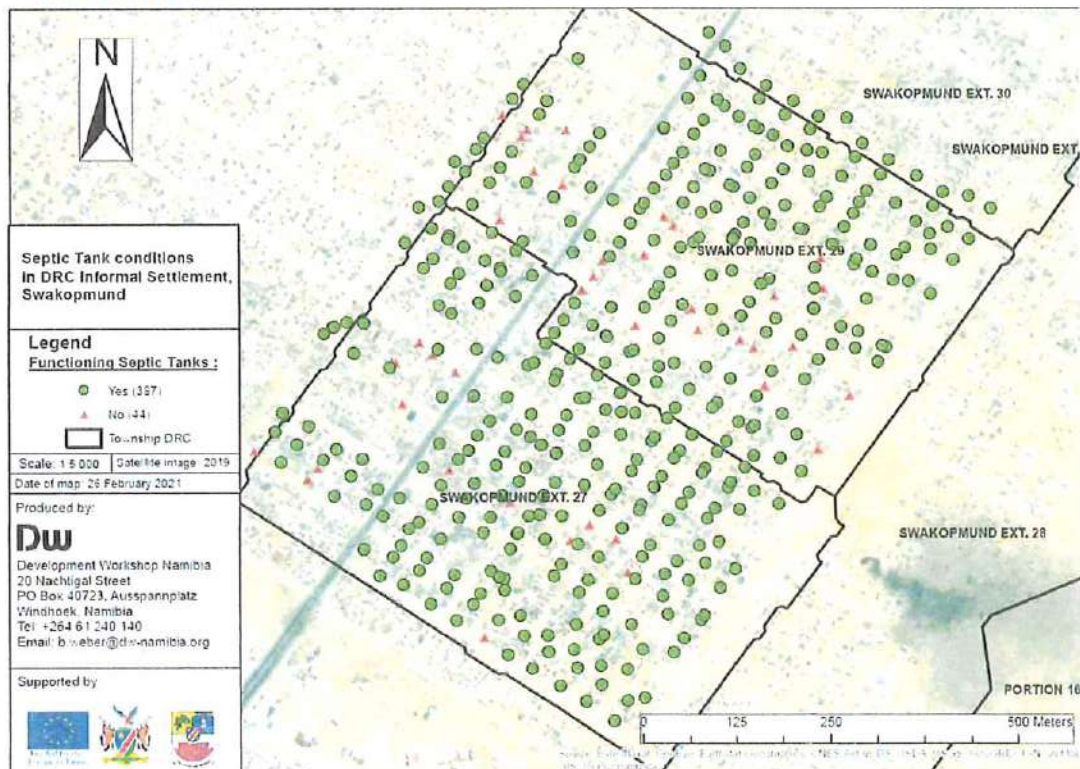
The results show that a total of 434 Septic Tank Toilets have been constructed in the DRC Proper informal settlement. 387 (90%) are functioning even though not in the best conditions and 44 (10%) are classified as not functioning. From the observations and results (figure 7), out of the identified 434 septic tank toilets, 260 of it have tanks that are well covered and no hazardous threat to children in the surroundings, 65 have no lids over the tank which can be both a health risk as well as a safety hazard, 52 of the septic tanks are damaged and 65 have damaged lids.

7. Recommendation:

- Most of the toilets used poses a health risk to the users.
- Toilets must be replaced with water borne systems and connected to infrastructure.
- Health Education on the use of the toilets must be provided when facilities are renovated or newly constructed.
- Where possible, every approved Erf must be provided with an ablution facility without delay and funds must be availed for this purpose.
- The residents must be urged to construct their own facility according to an approved building plan and in accordance with the sample products put up by Development Workshop.

This report was prepared on instruction from the CEO of Swakopmund Municipality and was scrutinized by the General Manager Health Services & Solid waste Management.

8. Annexure



Geographical positions of Septic Tank Toilets, DRC, Swakopmund

11.1.18 AVAILABILITY OF INDUSTRIAL ERVEN IN EXTENSION 10, SWAKOPMUND

(C/M 2021/03/25 - E 4813 Re, E 4843 Re, E 4869, E 4873, E 4874, E 4889, E 4895, E 4899, E 4901)

Ordinary Management Committee Meeting of 11 March 2021, Addendum 8.6 page 29 refers.

A. The following item was submitted to the Management Committee for consideration:

1. Introduction

The purpose of this submission is to provide an updated list of erven available in Extension 10, Swakopmund for sale by closed bid. A map indicating the location of these erven is attached as Annexure "A".

2. Available Industrial Erven

Below is a table listing the available erven located in Extension 10, Swakopmund:

Erf No.	Size	Comments	Upset Price
1	4813 RE 2 930m ² - 120m ² = 2 810m ²	Subdivided - erf for the substation is Erf 9814 (120m ²). Seeing that this erf had to be subdivided there is not resolution in place approving the upset price.	It is proposed that the upset price be determined at the N\$185.00/m ² as was approved by Council on 27 October 2016 under item 11.1.1.
2	4843 RE 1 678m ² - 120m ² = 1 558	Subdivided into Erf 9816 for substation (120m ²). Seeing that this erf had to be subdivided there is not resolution in place approving the upset price.	It is proposed that the upset price be determined at the N\$185.00/m ² as was approved by Council on 27 October 2016 under item 11.1.1.
3	4869 6 428m ²	Council resolution of 25 July 2019, under item 11.1.20 passed a resolution that the erf be sold by closed bid.	N\$1 189 180.00
4	4895 5 615m ²	Council resolution of 25 July 2019, under item 11.1.20 passed a resolution that the erf be sold by closed bid.	N\$1 038 775.00
5	4899 20 035m ²	On 28 January 2021 Council passed a decision under item 11.1.21 to cancel the allocation to Mr J Kambueshe and sell the erf by closed bid sale.	It is proposed that the upset price be determined at the N\$185.00/m ² as was approved by Council on 27 October 2016 under item 11.1.1.
6	4901 13 298m ²	On 30 July 2020 under item 11.1.3 Council cancelled the sale of the erf to Whale Rock Cement (Pty) Ltd and approved the sale by closed bid.	N\$2 460 130.00

In addition to the above 6 erven, it is proposed to add the following 3 erven as well:

Erf No.	Size	Comments	Upset Price
7	4873 7 403m ²	This erf remains unsold after the sale of 02 December 2016. 32 bidders were listed and Council is currently at bidder number 23. Seeing that almost 5 years lapsed since the sale, it is proposed to not continue with offering the property to the next listed bidders, but consider the sale thereof at a closed bid.	It is proposed that the upset price be determined at the N\$185.00/m ² as was approved by Council on 27 October 2016 under item 11.1.1.
8	4874 15 140m ²	On 28 January 2021 Council passed a decision under item 11.1.21 to cancel the allocation to Mondesa	It is proposed that the upset price be determined at the N\$185.00/m ² as was approved

Erf No.	Size	Comments	Upset Price
		Property Investment cc and sell the erf by closed bid sale. The entity was the 6 th bidder of a list of 18.	by Council on 27 October 2016 under item 11.1.1.
9	4889	10 782m ²	<p>This erf remains unsold after the sale of 02 December 2016. 25 bidders were listed and Council is currently at bidder number 18. Seeing that almost 5 years lapsed since the sale, it is proposed to not continue with offering the property to the next listed bidders, but consider the sale thereof at a closed bid.</p> <p>It is proposed that the upset price be determined at the N\$185.00/m² as was approved by Council on 27 October 2016 under item 11.1.1.</p>

3. Conditions of Sale

3.1 Council has sold all the erven in the industrial area to the highest bidder. Many erven remain vacant meaning there are no firms producing products or providing services or employment.

Annexure "B" shows the undeveloped erven (including the abovementioned 9) in the industrial area.

3.2 It is proposed that new conditions of sale be added to the original conditions approved by Council on **27 October 2016** to encourage construction and job creation by providing more favorable conditions for developers than for speculators during this depressed economy:

<i>For Developers</i>	<i>For Speculators</i>
1. The upset price to be maintained at N\$185.00/m ²	1. The upset price be N\$236.00/m ²
2. No rates and taxes be levied for a period of 24 months from date of sale / until date of a completion certificate being issued (whatever is later in time).	2. That the property may not be sold unless a completion certificate is issued.
3. That a completion certificate must be issued in respect of the development of the erf within 24 months from date of sale, if not it triggers an automatic retransfer of the erf to Council.	3. That instead of the standard 120 days to secure the purchase price, the purchase price be secured within 90 days.
4. That the purchaser agrees that the Deputy Sheriff may sign transfer documents on his/her/it's behalf to facilitate the transfer back to Council. That improvements are re-imbursed based on 80% of the market value of usable structures as determined by Council's valuator.	

3.2 With reference to points 3 and 4 above, Council on **27 June 2013** under item 11.1.21 (b) passed the following resolution for a sale during 2013:

- (v) That the property shall revert to Council if no completion certificate is issued on the expiry of the 24 months period.
- (vi) That if a property must revert to Council in terms of (v) above, the compensation payable to the purchaser shall be fixed at the original purchase price plus the value of any improvements.
- (vii) That Council's sworn valuator shall determine the value of any incomplete improvements on the property. The purchaser shall be liable for the cost of the said sworn valuator.

On **24 September 2015** Council under item 11.1.10 amended the above resolution to read as follows:

- (a) That Council approves the following in order to both safeguard Council's intention to prevent purchasers from speculating with the erven sold in Extension 10 during 2013, while maintaining its goals of encouraging commerce:
- (i) That the development period of 2 years (subject to the conditions of re-possession) from date of transfer be amended to state that the property may not be sold unless it is developed (as defined in the deed of sale), for a period of 48 months.
- (ii) That the clause regarding the repossession of the erven be abolished.

B. After the matter was considered, the following was:-

RECOMMENDED:

- (a) That Council takes note that only a small percentage of the industrial erven have been fully developed.
- (b) That due to the effects of the Covid-19 pandemic, the local economy requires an injection and especially the building construction sector.
- (c) That Council can encourage developers to construct new businesses by providing favourable conditions of sale.
- (d) That a closed bid sale be arranged for the erven listed under point (e) below.
- (e) That the upset prices for the erven be N\$236.00/m² (excluding 15% VAT) as set-out below:

	Erf No	Zoning	m ²	Upset Price @ N\$236.00/m ² (excl 15% VAT)
1	4813 Re	Light Industrial	2 810	663 160.00
2	4843 Re	Light Industrial	1 558	367 688.00
3	4869	General Industrial	6 428	1 517 008.00
4	4895	General Industrial	5 615	1 325 140.00
5	4899	General Industrial	20 035	4 728 260.00
6	4901	General Industrial	13 298	3 138 328.00
7	4873	General Industrial	7 403	1 747 108.00
8	4874	General Industrial	15 140	3 573 040.00
9	4889	General Industrial	10 782	2 544 552.00
	Total			19 604 284.00

- (f) That bids submitted on the following conditions:
- (i) The upset price be N\$236.00/m²
- (ii) No rates and taxes be levied for a period of 24 months from date of sale / until date of a completion certificate being issued (whatever is later in time).
- (iii) The properties may not be alienated unless a completion certificate has been issued in respect of the structural improvements referred to in (i) below. This restraint of alienation is to be registered against the title deed of the respective properties.
- (iv) That a completion certificate must be issued in respect of the development of the erf within 24 months from date of sale, if not it triggers an automatic retransfer of the erf to Council.
- (v) That instead of the standard 120 days to secure the purchase price, the purchase price be secured within 90 days.
- (vi) That the purchaser agrees that the Deputy Sheriff may sign transfer documents on his/her/it's behalf to facilitate the transfer back to Council. That

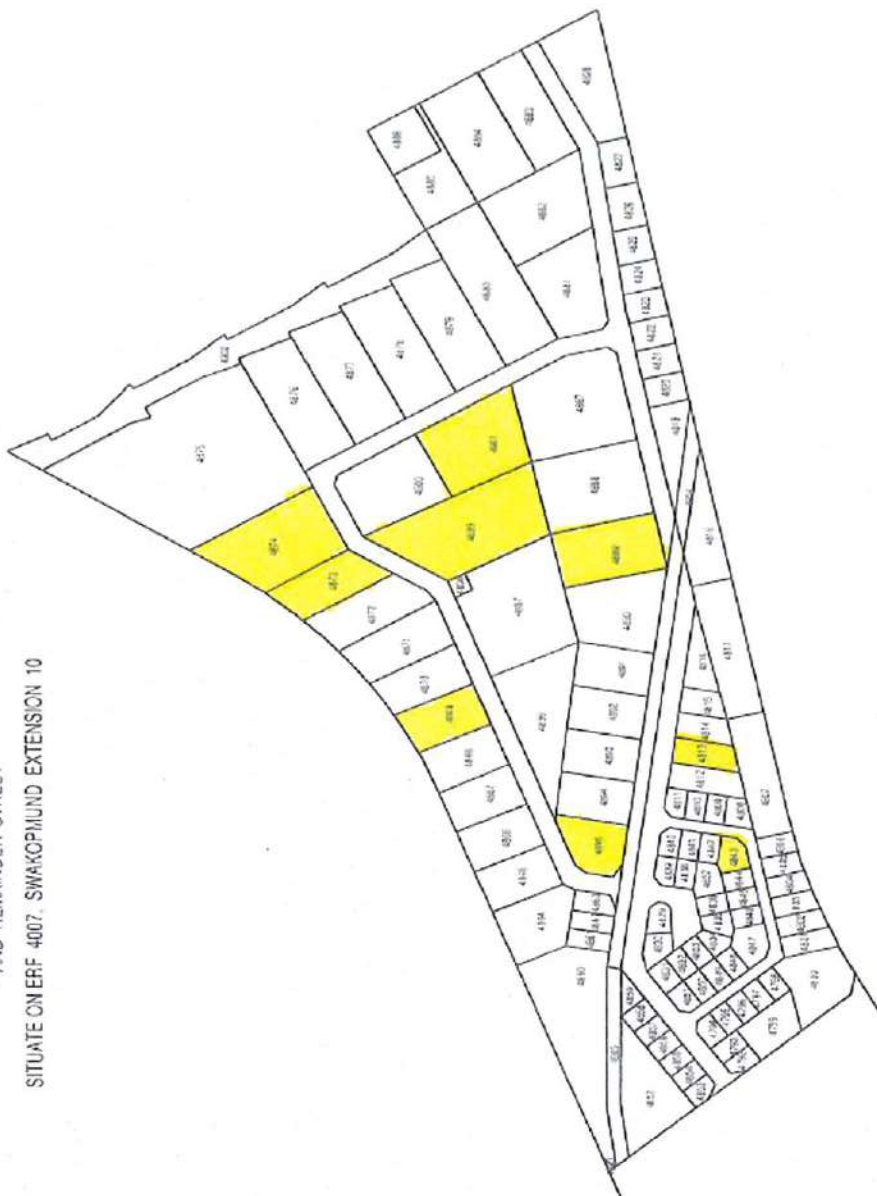
improvements are re-imbursed based on 80% of the market value of usable structures as determined by Council's valuator.

- (g) That a refundable registration fee of N\$27 000.00 be payable per bidder being 0.75% of the highest upset price of N\$3 706 475.00.
 - (h) That the properties are sold *voetstoots* or as is with the Council giving no warranty or guarantee, whether express or implied, oral or tacit, as to the suitability of the lay-out or situation or subterranean composition of the properties or any improvements thereon. The Council also does not warrant that the services installed at the properties are suitable for the use intended by the purchasers. It is therefore the obligation of the purchasers to verify that the installed electricity, sewage and water connections are suitable for the intended use of the properties.
 - (i) That the purchasers must construct structural improvements worth at least 1 time the Municipal valuation of the property (*as provided for in the Conditions of Establishment for Extension 10*). Structural improvements, for purposes of this condition, shall not include the construction of boundary walls or any changes to the subterranean composition of the property.
 - (j) That in the event that the purchaser of a property is a close corporation, a company or a trust, then, the members interest in the close corporation or shareholding in the company or interest in the trust, as the case may be, may not be changed without the prior written approval of Council.
 - (k) That Council shall not accept under any circumstances any process whereby the purchaser of a property will be allowed to nominate a third party as the eventual purchaser of the property. To be more specific, the Council shall not entertain any agent bidding on behalf of a principal or any nominee acting on behalf of a legal entity still to be incorporated.
 - (l) That such caveats be registered against the title deeds of the properties to prevent any contravention of these conditions.
 - (m) That the connected parties defined as per the Income and VAT Act can only bid for one property.
 - (n) That Council's other standard conditions of sale be applicable.
 - (o) That the income be shared with Erongo RED *pro rata* according to their contribution.
 - (p) That an incentive of 15% discount be offered to developers who develop the erven in a period of 2 years.
-

ANNEXURE "A"

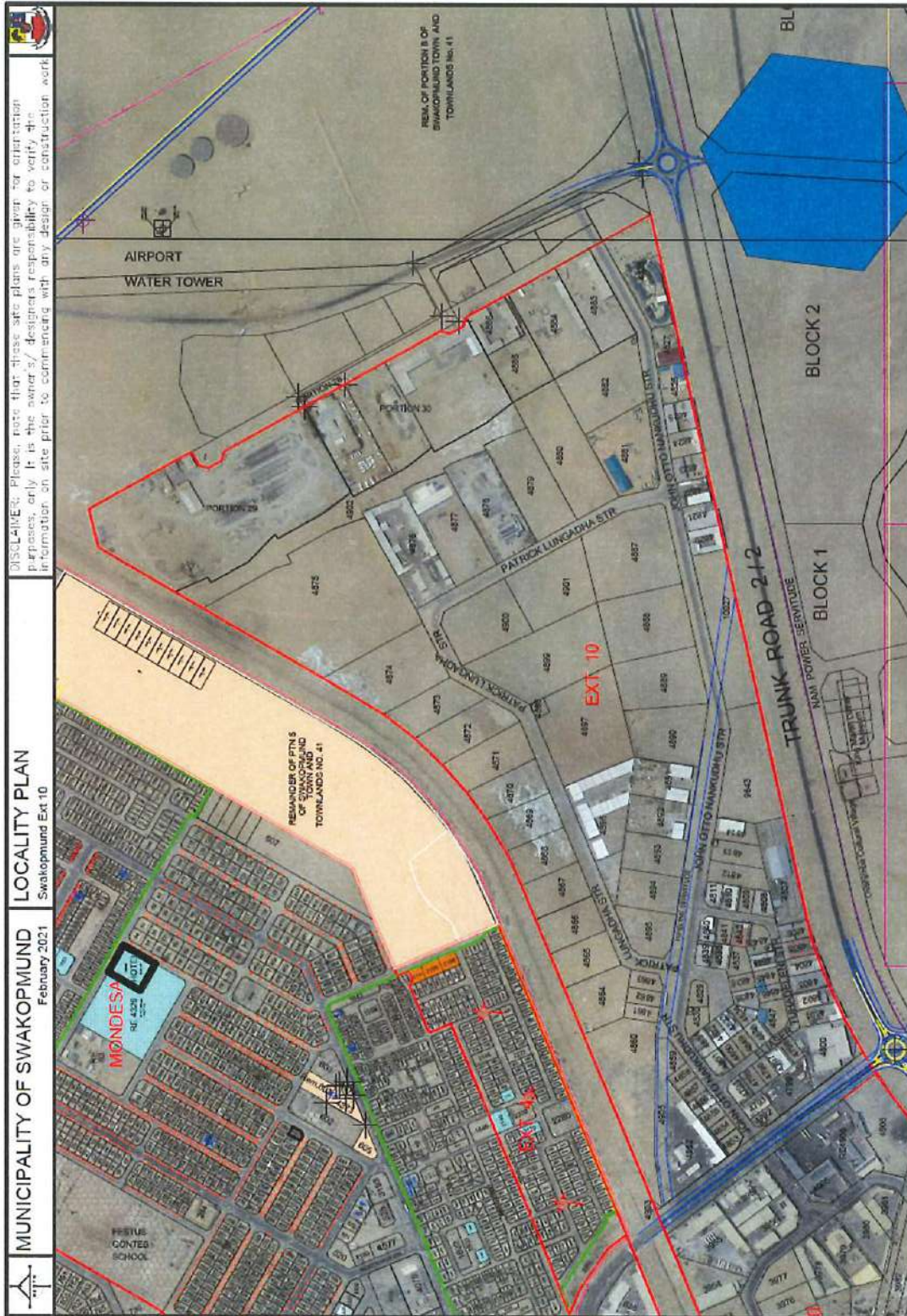
THE SUBDIVISION OF ERF 4007, SWAKOPMUND EXTENSION 10 INTO ERVEN 4792-4902, 4903 (STREET), 4904-4905 (POS) AND REMAINDER STREET

SITUATE ON ERF 4007, SWAKOPMUND EXTENSION 10



AREAS		
ERF	Square Metres	ERF
4792	1327	4949
4793	1127	4950
4794	1130	4951
4795	1040	4952
4796	1040	4953
4797	1040	4954
4798	1040	4955
4799	4208	4956
4800	2187	4957
4801	2006	4958
4802	1777	4959
4803	1546	4960
4804	1527	4961
4805	1437	4962
4806	1398	4963
4807	8249	4964
4808	2778	4965
4809	1040	4966
4810	1040	4967
4811	1040	4968
4812	3400	4969
4813	2057	4970
4814	2467	4971
4815	1970	4972
4816	2987	4973
4817	9727	4974
4818	6078	4975
4819	4406	4976
4820	2150	4977
4821	2156	4978
4822	2157	4979
4823	2138	4980
4824	2350	4981
4825	2204	4982
4826	2076	4983
4827	2641	4984
4828	11071ha	4985
4829	1290	4986
4830	1491	4987
4831	1195	4988
4832	1040	4989
4833	1040	4990
4834	1040	4991
4835	1130	4992
4836	1040	4993
4837	1575	4994
4838	1566	4995
4839	1034	4996
4840	1038	4997
4841	1040	4998
4842	1034	4999
4843	1078	5000
4844	1040	5001
4845	1040	5002
4846	1041	5003
4847	2233	5004 P.O.S.I
4848	1040	5005 P.O.S.I

ANNEXURE "B"



11.1.19 **APPLICATION TO PURCHASE PORTIONS ADJACENT TO ERVEN 3209 AND REMAINDER 1797, MONDESA (SWAKOPMUND)**
(C/M 2021/03/25 - M 3209, M R1797)

Ordinary Management Committee Meeting of 11 March 2021, Addendum 8.8 page 44 refers.

A. The following item was submitted to the Management Committee for consideration:

1. **Introduction**

The purpose of this submission is to consider the sale of two street portions to Ms A Uushona for consolidation with erven belonging to her. Attached as **Annexure "A"** an application dated **12 December 2019** from Ms A K Uushona to purchase portions of land located adjacent to Erf R1797 and Erf 3209, Mondesa. The applicant intends to construct garages with pavers as a floor (to accommodate access to the municipal services).

It is stated that the two portions will be consolidated with each erf (portion A with Erf R1797 and portion B with Erf 3209 Mondesa). A map indicating the location of the two portions, is attached as **Annexure "B"**. The Engineering and Planning Services was requested as per memo dated **14 January 2020** attached (**Annexure "C"**) to provide comments whether the application can be supported and if there is a possibility that the applicant can move the Municipal services running across Erf 3209, Mondesa and pay for the cost. Comments were received per memo dated **18 February 2020** attached as (**Annexure "D"**) confirming that the two portions referred to form part of Ismael Abraham Omundele Street and/or Moshitila road network.

2. **Current Situation**

Ms A K Uushona states that she is aware of the sewerage line crossing Erf 3209, Mondesa and she intends to interlock the sewerage line forming part of Erf 3209, Mondesa instead of having a concrete floor. Ms AK Uushona is also willing to pay for the respective portions.

Comments were received from Engineering and Planning Services confirming that in order for Council to dispose the portions, it first has to be closed as "Street" in terms of Section 50 (1) of the Local Authorities Act, Act 23 of 1992, as amended. After successful closure, the street should be subdivided into Portion A, B and remainder. Thereafter the subdivided portions must be transferred to the applicant and consolidated with her respective property.

Regarding the sewerage line crossing Erf 3209, Mondesa; Engineering confirmed that all municipal services (water sewer and electricity) must be relocated to the satisfaction of the General

Manager for Engineering and Planning Services and no structure or floor of any nature may be constructed over municipal services.

3. **DISCUSSION**

In terms of the Environmental Management Act, Act 7 of 2007 as amended, closure of a street (open space) is a listed activity. Therefore, an environmental study should be carried out for the proposed subdivision.

On **20 March 2020** additional information was requested from Engineering Services to provide comments on whether the remaining portions of two streets will be able to handle traffic flow and vehicle manoeuvring should the application be approved. Confirmation was received per e-mail dated 08 May 2020 that the portion of land can be alienated and sold to the applicant, but with the condition that the applicant be responsible for the relocation of any municipal or domestic services that may be located or routing through the applied portion of land and work to be done to the satisfaction of the GM: Engineering and Planning Services. No comments were provided regarding the effect the sale of the street portions will have on the traffic flow in the congested area.

B. After the matter was considered, the following was:-

RECOMMENDED:

- (a) That Council approves the sale of the two street portions (Portions A and B of Ismael Abraham Omundele and/or Moshitila Street) located adjacent to Erf 3209 and Remainder 1797 Mondesa, to Ms A K Uushona; subject to:
- *confirmation from Engineering and Planning Services that the remaining streets will be able to allow smooth traffic flow and maneuvering;*
 - *that all municipal services (water sewer and electricity) shall be relocated to the satisfaction of the General Manager: Engineering and Planning Services; and*
 - *no structures or floor of any nature may it be considered temporary shall be constructed over municipal services.*
- (b) That Engineering and Planning Services provides the correct sizes of the two street portions applied for by Ms A K Uushona.
- (c) That Council's valuator and an additional valuator provide probable market values for the two street portions; whereafter such and the conditions of sale be submitted to Council for consideration.
- (d) That the requirements regarding the alienation of immovable property as prescribed in the Local Authorities Act, Act 23 of 1992, (as amended), and the Townships and division of land Ordinance 11 of 1963 respectively, be dealt with successfully.
- (e) That the applicant appoints a Town Planner to undertake the statutory procedures as outlined below.

- (f) That Ismael Abraham Omundele and/or Moshitila street be subdivided into Portions A, B and Remainder.
 - (g) That Portions A and B of Ismael Abraham Omundele and/or Moshitila street be permanently closed off as “Street” in terms of section 50 (1) of the Local Authorities Act, Act No. 23 of 1992, as amended.
 - (h) That the closed portions be assessed in terms of the Environmental Management Act, Act 7 of 2007.
 - (i) That Portions A and B, of Ismael Abraham Omundele and/or Moshitila Street be Consolidated with Erven 3209 and R1797, Mondesa, respectively and assume the same zoning,
 - (j) That the purchaser appoints a consultant to attend to the Environmental Impact Assessment in terms of the Environmental Management Act, 7 of 2007 as amended
 - (k) That the purchaser be responsible for all town planning and cadastral procedures such as application to the Townships Board, land surveying, advertising of the sale and the registration of the newly consolidated Erven.
 - (l) That the current Title Deed conditions registered against erven 3209 and R1797, Mondesa be retained and be registered against the newly consolidated erven.
 - (m) That the purchaser be granted Power of Attorney to act on behalf of Council to lodge all necessary planning, closure and cadastral procedures pertain to the subdivision of Ismael Abraham Omundele and/or Moshitila Street and consolidations thereof, and
 - (n) That the following standard conditions be applicable:
 - (i) *The purchaser accepts that no rights will accrue to her from Council's resolution unless all the relevant conditions of the Property Policy are complied with in full and all the relevant authorities have given the necessary permission, if applicable.*
 - (ii) *A deposit of N\$10 000.00 shall be required of the purchaser to cover all fees and costs to Council, prior to attending to the statutory processes.*
 - (iii) *Should a balance remain after Council's costs have been covered, it will be refunded by the Finance Department to the purchaser.*
 - (iv) *That the purchaser pay the above deposit within 90 days from the Council resolution approving the purchase price, failing which Council's resolution will be revoked at the next Council meeting following the expiry of the 90 days.*
 - (o) That the applicant be responsible for payment of any and all costs related to the transaction, and that no rights will accrue to them from Council's resolution unless all the relevant conditions of the Property Policy are complied with in full and all the relevant authorities have given the necessary permission, if applicable.
-

M 1797, 3209

P O Box 1628

Swakopmund

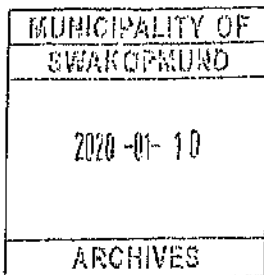
13001

The Municipality of Swakopmund

P O Box 53

Swakopmund

Dear Sir



12/12/2019

APPLICATION TO PURCHASE PORTIONS ADJACENT TO ERF R1797 & ERF 3209, MONDESA

The abovementioned erven was sold and allocated to me.

With the drafting of the relevant plans permanent garages could not be included in the original plan due to limited space. Thus, applying to purchase portions adjacent to Erf R1797 and 3209, Mondesa as per attached map (A & B) in order to accommodate permanent garages as required. The two portions will be consolidated with each erf (portion A with Erf R1797 and portion B with 3209) accordingly.

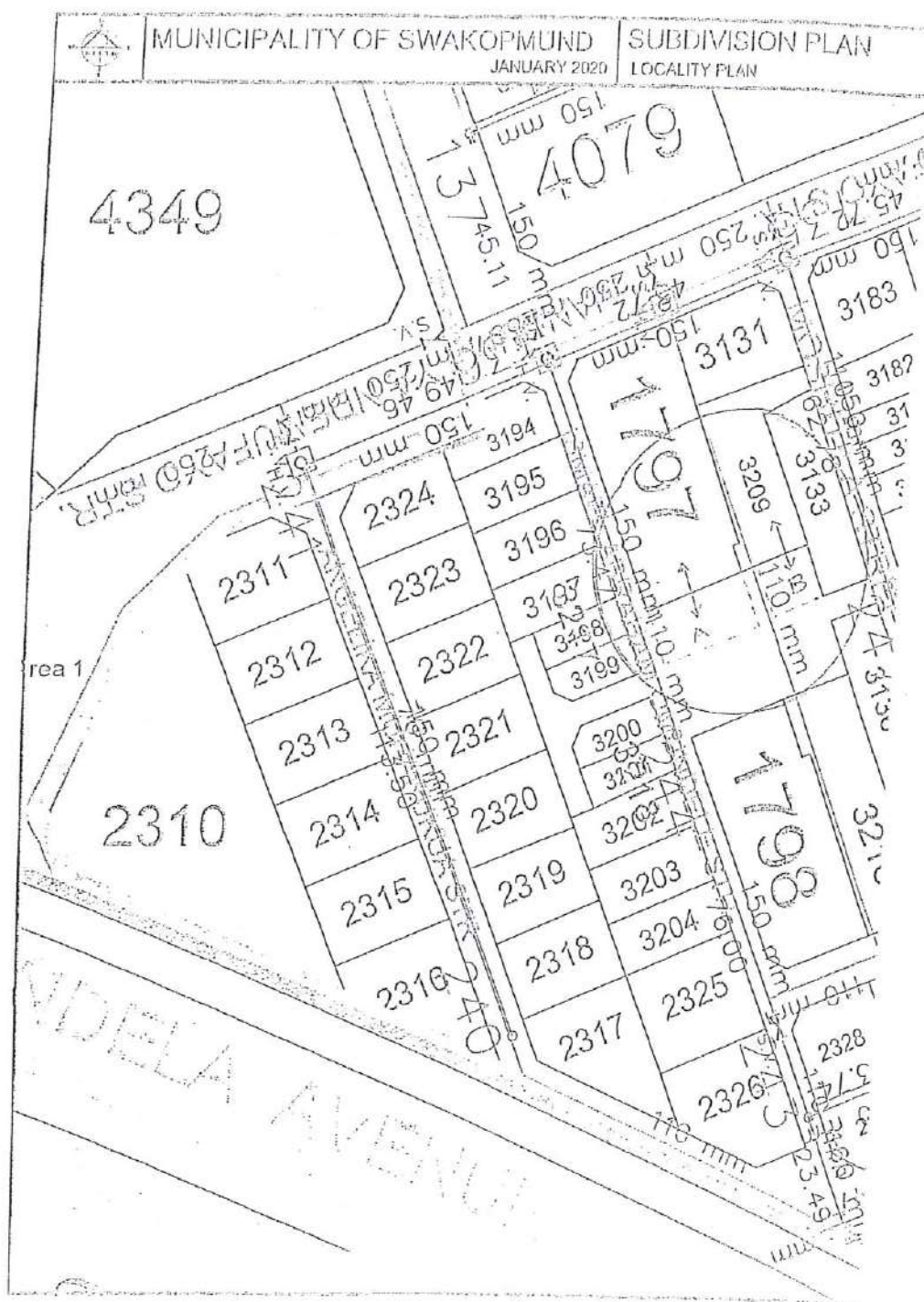
I am aware of the sewerage line running through Erf 3209, Mondesa and wish to indicate that the sewerage line part on Erf 3209, Mondesa will be interlocked instead of concrete floor should it be required so. I am willing to pay for the respective portions.

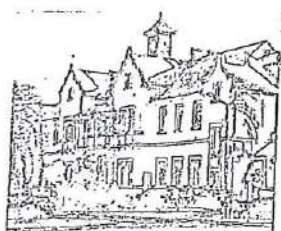
Council to consider my application for my positive effort and contribution towards the development of our town in general.

Thanks

.....Ms AK Uushona - 0812737650

ANNEXURE "B"



ANNEXURE "C"

INTEROFFICE MEMO

CORPORATE SERVICES

To : GM: Engineering & Planning Services
 From : GM: Corporate Services & Human Capital
 Date : 14 January 2020
 Reference No : 19.03.02.M 1797 & M 3209

APPLICATION TO PURCHASE PORTIONS ADJACENT TO ERF R1797 AND ERF 3209, MONDESA

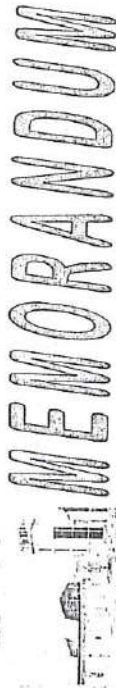
The attached letter was received on 12 December 2019 from Ms AK Uushona applying to purchase portions of land located adjacent to Erf R1797 and Erf 3209, Mondesa.

Ms Uushona applied to purchase portions adjacent to Erf R1797 and 3209, Mondesa to construct garages with pavers as a floor (to accommodate access to the services). The two portions will be consolidated with each erf (portion A with Erf R1797 and portion B with Erf 3209), see attached letter and map for ease of reference.

In order to prepare a comprehensive submission to the Planning Forum, you are kindly requested to provide comments whether the application can be supported and if there is a possibility that the applicant can move the Municipal services running across Erf 3209, Mondesa and pay for the cost. Please also provide a proper map indicating the sizes of the two portions of land applied for.

Mr M P C Swarts
 GM: CORPORATE SERVICES & HUMAN CAPITAL

fen.



MEMORANDUM

OFFICE OF ENGINEERING AND TOWN PLANNING SERVICES

To: General Manager: Corporate Services and Human Capital
From: General Manager: Engineering and Planning Services
Date: 18 February 2020
Reference: M 3209 & M R 1797
Subject: APPLICATION TO PURCHASE PORTIONS ADJACENT TO ERVEN 3209 AND REMAINDER 1797, MONDESA (SWAKOPMUND)

Your memorandum dated 14 January 2020 has reference.

The street portions referred to form part of Ismael Abraham Omundele Street and/or Moshitla road network. In order for Council to dispose the portions, it first has to be closed as "Street" in terms of Section 50 (1) of the Local Authorities Act, Act 23 of 1992, as amended. After successful closure, the street should be subdivided into Portion A, B and Remainder. Thereafter, the subdivided portions must be transferred to the applicant. Portions A and B can then be consolidated with the Erven 3209 and 1797 Mondesa into newly consolidated Erf X and Y. The closed streets portion will assume the same zonings of Erven 3209 and 1797, Mondesa.

In terms of the Environmental Management Act, Act 7 of 2007 as amended, closure of a street (open space) is a listed activity. Therefore, an environmental study should be carried out for the proposed subdivision.

Therefore –

It is recommended:

- That the applicant appoints a Town Planner to undertake the statutory procedures as outlined below,
- That Ismael Abraham Omundele and/or Moshitla street be subdivided into Portions A, B and Remainder,
- That Portions A and B of Ismael Abraham Omundele and/or Moshitla Street be permanently closed off as "street" in terms of section 50 (1) of the Local Authorities Act, Act No. 23 of 1992, as amended,
- That the closed portions be assessed in terms of the Environmental Management Act, Act 7 of 2007,

ANNEXURE "D"

- That Portions A and B of Ismael Abraham Omundele and/or Moshitla Street be offered for sale to the owners of Erven 3209 and 1797, Mondesa, respectively,
- That Portions A and B, of Ismael Abraham Omundele and/or Moshitla Street be consolidated with Erven 3209 and 1797, Mondesa, respectively and assume the same zoning,
- That the purchaser be responsible for the Environmental Impact Assessment in terms of the Environment Management Act, Act 7 of 2007, as amended,
- That the purchaser be responsible for all town planning and cadastral procedures such as application to the Townships Board, land surveying and the registration of the newly consolidated Erven,
- That the current Title Deed conditions registered against Erven 3209 and 1797, Mondesa, be retained and be registered against the newly consolidated Erven,
- That the purchasers be granted Power of Attorneys to act on behalf of the Swakopmund Municipal Council to lodge all necessary planning, closure and cadastral procedures pertain to the subdivision of Ismael Abraham Omundele and/or Moshitla Street and consolidations thereof, and
- That all municipal services (water sewer and electricity) shall be relocated to the satisfaction of the General Manager, Engineering & Planning Services.
- No structures or floor of any nature may be considered temporary shall be constructed over municipal services.

Regards,



C. McCune

GENERAL MANAGER: ENGINEERING AND PLANNING SERVICES

/s/

11.1.20 **REQUEST FOR DISCOUNT TO USE THE MUNICIPAL CENTRAL SPORT FIELD**

(C/M 2021/03/25 - 14/2/21/7)

Ordinary Management Committee Meeting of 11 March 2021, Addendum 8.9 page 51 refers.

A. The following item was submitted to the Management Committee for consideration:

1. Introduction

This submission seeks permission from Council for the utilization of Municipal Central Sports field Tennis Courts at a discounted rate to enable Namibia Tennis Association (NTA) to host various tournaments throughout the year.

2. Background

In their letter dated **03 February 2021**, the Namibia Tennis Association informed Council that their intends to host three National Junior tennis tournaments; one Senior tennis tournament and one Veteran tennis tournament in Swakopmund on the followings dates: **4-5 June 2021, 10-11 September 2021, 16-19 December 2021**. There are therefore requesting a discount for the following reasons:

- (i) *NTA is a non-profit organization that is not financially supported by the Government or the Namibia Sports Commission.*
- (ii) *NTA greatly contributes to the development of Tennis in Namibia and players participate without paying entry fees.*
- (iii) *The efforts of NTA have resulted in enormous growth in the number of participants in the Tennis Tournaments.*
- (iv) *NTA has in the past donated 3 Net winders and Net Bands to Swakopmund Municipality in an effort to uplift the courts to the International Tennis Federation Standards to ensure that it can host National tournaments.*

3. Proposal

Its transpired that NTA is unable to pay the above mentioned amount, thus requested Council to reduce the rates charged for tennis courts to a more affordable rate that will enable them to host these tournaments and thereby creating opportunity for local to develop their skills.

The following rates are charged per weekend, therefore proposed:

<i>Description</i>	<i>Current</i>	<i>Proposed</i>	<i>%</i>
<i>Rate (N\$)</i>	<i>1 196.00</i>	<i>598.00</i>	<i>50%</i>
<i>Refundable Deposit (N\$)</i>	<i>1 145.00</i>	<i>1 145.00</i>	<i>0%</i>
<i>Total (N\$)</i>	<i>2 341.00</i>	<i>1 743.00</i>	<i>N\$ 598.00 difference</i>

4. Conclusion

It's crucial that Council support the NTA to host the above mentioned

tournaments as these events benefits Swakopmund - attract more tourists Swakopmund, • foster a positive destination image • contribute to general marketing of Swakopmund, etc.

B. After the matter was considered, the following was:-

RECOMMENDED:

(a) That permission be granted to the NTA to utilize the Vineta Central Sport Field their tournament on:

- 4-5 June 2021
- 10-11 September 2021
- 16-19 December 2021

(b) That Council grants a discount to NTA to utilize the Vineta Sport Field based on the below:

Description	Current	Proposed	%
Rate (N\$)	1 196.00	598.00	50%
Refundable Deposit (N\$)	1 145.00	1 145.00	0%
Total (N\$)	2 341.00	1 743.00	N\$ 598.00 difference

(c) That Council be indemnified against any claims that may arise from using the stadium.

(d) That Council reserves the right to cancel the use of the stadium should Council need the stadium for its own purposes.


(e) That the NTA makes prior arrangements with Erongo-RED for an electricity connection at own cost should it be required.

(f) That the stadium be restored to its original condition and to the satisfaction of the Swakopmund Municipality after the event.

(g) That no person stays on the property overnight, except for security personnel.

ANNEXURE "A"

14/2/21/7

<p>NAMIBIA TENNIS P.O. BOX 479, WINDHOEK,</p> <p>President: Samson Kaulinge Tel: +264 61 272246 Fax: +264 61 272247 Mobile: +264 81 1290318 Email: nta@iway.na</p>		<p>ASSOCIATION NAMIBIA</p>
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Chief Executive Officer
Municipality of Swakopmund

Dear Mr. Benjamin

NTA TENNIS TOURNAMENTS in SWAKOPMUND

Namibia Tennis Association (NTA) has scheduled three (3) national junior tournaments, one (1) Senior Tennis tournament and one (1) Veterans tennis tournament at the coast for 2021. The past weekend 29 to 31 January 2021 saw the first tournament taking place at the coast, of which the 3 courts at the Central Sports Field (CSF) of the Municipality were used together with the 4 courts at the Swakopmund Tennis Club.

NTA herewith request the Municipality to please revise the rate at which these tennis courts are rented out to NTA.

In order to assist you as you consider the request please find below the rates at which comparable courts are rented out elsewhere. Rates charged per weekend are:

• Swakopmund Tennis Club (4 courts)	N\$500
• Namibian Police Courts Windhoek (4 courts)	N\$600
• SKW Windhoek (5 courts)	N\$1000
• DTS Windhoek (3 courts Friday, 4 courts Saturday)	N\$575
• Swakopmund CSF Municipality (3 courts)	N\$2067

1. NTA is not financially supported by the government or the Namibian Sports Commission. Every tournament is mainly financed through entries fees.
2. NTA strongly support tennis development and nearly 20% of participants are development players who participate without paying entry fees.
3. NTA has seen enormous growth in the number of participants from 12 players three years ago, to 58 players participating in the last weekend's tournament. The need for more tennis courts has increased accordingly. Currently there are only 7 maintained courts available for national tournaments in



Swakopmund which include the 3 at the CSF. The remaining dates for Tournaments at Swakopmund on which courts will be required are:

- 26-27 February 2021
- 4-5 June 2021
- 10-11 September 2021
- 16-19 December 2021

4. NTA has donated 3 net winders to the Municipal courts as well as net and net bands in February 2020. These were necessary to ensure that the courts adhere to the International Tennis Federation's (ITF) standards in order to host national tournaments. NTA is also committed to assist local coaches as much as possible.

NTA respectfully ask the Municipality to reduce the rates charged for CSF Tennis Courts to a more affordable and market related rates that will ensure the NTA to continue hosting tournaments in Swakopmund and thereby creating opportunities for the local players to develop their skills and helping to grow the sport nation-wide.

NTA would like to thank the Municipality of Swakopmund for all the support in the past. It greatly contributed to the development of Junior Tennis in Swakopmund as well as the broader Namibia.

We look forward to hear from you.

Yours sincerely



Samson Kaulinge
President

Namibia Tennis Association

11.1.21 SUBDIVISION OF ABALONE AVENUE INTO PORTION A AND REMAINDER STREET, PERMANENT CLOSURE OF A PORTION OF ABALONE AVENUE MYL 4 AND SUBSEQUENT CONSOLIDATION OF PORTION A WITH ERF 40 MYL 4 INTO CONSOLIDATED ERF X
(C/M 2021/03/25 - 19.03.09, M4 E 40)

Ordinary Management Committee Meeting of 11 March 2021, Addendum 8.10 page 55 refers.

A. The following item was submitted to the Management Committee for consideration:

1. Purpose

The purpose of this submission is for Council to consider the following requests:

- Subdivision of Abalone Avenue into Portion A and Remainder Street,
- Permanent closure of a portion of Abalone Avenue Myl 4 as street in accordance with Section 50 of the Local Authorities Act, 1992 (Act 23 of 1992), and
- Subsequent consolidation of Portion A with Erf 40 Myl 4 into Erf "X".

2. Introduction and Background

An application was received from van der Westhuizen Town Planning and Properties Consultants for the subdivision of Abalone Avenue into Portion A and Remainder of street, permanent closure of a portion of abalone Avenue as "Street" and subsequent consolidation of Portion A with Erf 40 Myl 4 into Erf "X". The application has been attached as **Annexure A**.

The application to purchase the said street portion has been approved by Council by virtue of Council Resolution Number C/M 2017/08/31 under item 11.1.22. The resolution is herewith attached as **Annexure B**.

3. Zoning, Size and Locality

Portion A is a street portion located in Abalone Street, Myl 4. The portion measures approximately 325m² in extent. Portion A will be consolidated with Erf 40 Myl 4 which is zoned "Single Residential" and automatically the consolidated erf will assume the same zoning. The consolidated Erf "X" will measure 718m² in extent.



Locality of Erf 40 Myl 4

4. **Ownership**

The ownership of Portion A of Abalone Avenue Myl 4 vests with the Municipal Council of Swakopmund.

5. **Access, municipal services and parking**

Access to the consolidated Erf "X", Myl 4 will remain as the current to Erf 40 Myl 4, which is from Abalone Avenue. The erf is already connected to the existing municipal services. On-site parking for residents and visitors will be provided in accordance with the provisions of the Swakopmund Town Planning Scheme.

6. **Advertisement**

The proposed permanent closure of a portion of Abalone Avenue was advertised in the Namib Times on the 21st and 28th of **February 2020**. A notice of the intended closure was also placed on site for public comments in terms of the Swakopmund Town Planning Scheme and neighbouring property owners were notified by registered mail informing them of the intention. A closure notice was published in the Government Gazette Number 7431, on the 31st **December 2020**. The closing date for objections was 15th **January 2021**. No objections were received.

7. **Proposal**

The applicant would like to permanently close a portion of Abalone Street in order to consolidate it with Erf 40 Myl 4 and utilize it for residential purposes.

8. **Discussion**

The portion in question serves no purposes as it is not being utilized as a street; neither does it accommodate municipal services.

Erf	Size (m²)	Zoning
Portion A	325	Street
Erf 40 Myl 4	393	Residential
Consolidated Erf X	718	Residential

9. Conclusion

The street portion between Erven 40 and 41 Myl 4 can be permanently closed as it does not have negative impact on the neighbourhood

B. After the matter was considered, the following was:-

RECOMMENDED:

- (a) That the subdivision of Abalone Avenue into Portion A and Remainder be approved.
 - (b) That the permanent closure of the street portion between Erven 40 and 41 Myl 4 as a public open space be approved, and
 - (c) That the subsequent consolidation of Portion A with Erf 40 Myl 4 be approved.
-



MUNICIPALITY OF SWAKOPMUND

Ref No: E40 M4

Enquiries: Ms A Uushona

(064) 4104216

088 614 514

53 Swakopmund

NAMIBIA

www.swkmun.com.na
auushona@swkmun.com.na

04 September 2017

Mr Jacobus De Wet Geringer
P O Box 2765
SWAKOPMUND

Dear Sir

APPLICATION TO PURCHASE A PORTION OF A STREET LOCATED BETWEEN ERVEN 40 AND 41, MILE 4

Your application dated 28 March 2017 was considered at the Council meeting of 31 August 2017 under item 11.1.22 and the following was resolved:

- (a) That Council approves the sale of a portion of Abalone Avenue ±393m² in extent, located between Erf 40 and 41 to Mr Jacobus De Wet Geringer, the owner of Erf 40, Mile 4.
- (b) That Council's valuator and 2 additional valuers value the portion in (a) and that the average of the 3 valuations determines the purchase price.
- (c) That Engineering Services Department determines the exact size of the portion of the street to be consolidated with Erf 40, Mile 4.
- (d) That the requirements regarding the alienation of immovable property as prescribed in the Local Authorities Act, Act 23 of 1992, (as amended), and the Townships and Division of Land Ordinance 11 of 1963 respectively, be dealt with successfully.
- (e) That Council approves the permanent closure of the portion as "Street" (as indicated on the map, on file) in terms of section 50 (2) of the Local Authorities Act, 1992.
- (f) That the street portion be subdivided from Abalone Avenue and consolidated with Erf 40, Mile 4 and rezoned from "Street" to "Single Residential" in terms of the Townships and Division of Land Ordinance 11 of 1963.
- (g) That the purchaser appoints a town planner at his cost to attend to the statutory processes, except the publication required in terms of the Local Authorities Act 23 of 1992 for the sale of the street portion.

All correspondence must be addressed to the Chief Executive Officer

- (h) That Mr Geringer appoints a town planner / environmentalist to attend to the Environmental Impact Assessment in terms of the Environmental Management Act, Act 7 of 2007 as amended.
- (i) That the applicant takes note that no rights will accrue to the applicant unless all the above-mentioned conditions are complied with in full and all the relevant authorities have given the necessary permission, if applicable.
- (j) That the applicant be informed that all costs relating to the transaction are for his account, such as (but not limited to) the advertising of the street closure, advertising of the proposed alienation for objections, the appointment of a town planner to attend to the subdivision and consolidation, EIA, the appointment of the land surveyor and the payment of the transfer costs.
- (k) That the following standard conditions be applicable:
- (i) *The purchaser must accept that no rights will accrue to him or her from Council's resolution unless all the relevant conditions of the Property Policy are complied with in full and all the relevant authorities have given the necessary permission, if applicable.*
 - (ii) *A deposit of N\$10 000.00 shall be required of the purchaser to cover all fees and costs to Council, prior to attending to the statutory processes.*
 - (iii) *Should a balance remain after Council's costs have been covered, it will be refunded by the Finance Department to the purchaser.*
 - (iv) *The successful purchaser shall be required to pay the above deposit within 90 days from the Council resolution approving the purchase price, failing which Council's resolution will be revoked at the next Council meeting following after the expiry of the 90 days.*

Please confirm in writing on / before Friday, 22 September 2017 whether you accept the above conditions approved for the sale.

For ease of reference, the following procedures will follow:

- ① Once confirmed by you, valuations will be obtained as per point (b) above in order to determine a purchase price for consideration by Council. You will once again be requested to confirm in writing acceptance of the purchase price.
- ② Upon acceptance the purchase price, an amount of N\$ 10 000.00 is payable as indicated in point (k) (ii) above.

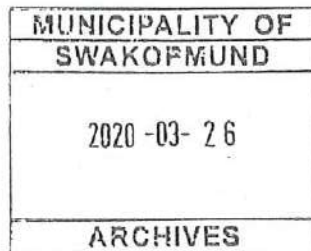
Payment of N\$ 10 000.00 can be transferred to our bank account and proof of payment be e-mailed to auushona@swkmun.com.na and tempproperty2@swkmun.com.na.

Municipal Bank Details : Swakopmund Municipality
 First National Bank
 Account nr: 62249603300
 Branch Code: 280472
 Reference: R/M1837



P. O. BOX 467, SWAKOPMUND
 CELL: 081 122 4661 \ 0812444441
 EMAIL: ANDREW.NAMFU@GMAIL.COM
 WINVDW@GMAIL.COM

Chief Executive Officer
Municipality of Swakopmund
 P.O. Box 53
 Swakopmund
 Namibia
 13001



26 March 2020

Dear Sir,

APPLICATION FOR PERMANENT CLOSURE OF A PORTION OF ABALONE AVENUE (325M²), MILE 4, SWAKOPMUND AND SUBSEQUENT SUBDIVISION OF A PORTION OF ABALONE AVENUE MILE 4 INTO PORTION A AND REMAINDER STREET AND SUBSEQUENT CONSOLIDATION OF SUBDIVIDED STREET PORTION WITH ERF 40 MILE 4, SWAKOPMUND, INTO NEWLY CREATED ERF "X"

Van Der Westhuizen Town Planning & Properties cc has been appointed by the Swakopmund Municipality and the owner of Erf 40, Mile 4,(Annexure C) to undertake all necessary statutory steps for the:

- **PERMANENT CLOSURE OF A PORTION OF ABALONE AVENUE (325M²), MILE 4, SWAKOPMUND;**
- **SUBDIVISION OF A PORTION OF ABALONE AVENUE INTO PORTION A AND REMAINDER STREET;**
- **CONSOLIDATION OF SUBDIVIDED STREET PORTION WITH ERF 40 MILE 4, SWAKOPMUND, INTO NEWLY CREATED ERF "X".**

1. Locality and Background

Our client, Mr J D Geringer, applied to the Swakopmund Municipality on 28 March 2017 to purchase a portion of street located between erven 40 and 41 Mile 4 in order to consolidate such portion with Erf 40 Mile 4 (Annexure A). The application served before Council on 31 August 2017 (Annexure I) whereby Council approved such sale of a portion of Abalone Avenue to Mr Geringer.

The Swakopmund Municipality, and owner of Abalone Avenue made a decision to permanently close a Portion of Abalone Avenue located in the Mile 4 area of Swakopmund. A portion of approximately 325m² of Abalone Avenue is to be permanently closed in order for the Municipality of Swakopmund to sell this portion of street to the owner of Erf 40 Mile 4 and to be consolidated with Erf 40 Mile 4 and use such for Residential purposes (Annexures E and J).

1. Size and zoning of properties

The current street portion located in Abalone Avenue, Mile 4 that is to be closed and subdivided measures 325m² in size and is currently zoned for street purposes (Annexures A and B). According to the Deed of Transfer (Annexure D) for Erf 40 Mile 4, the erf measures 393m² in extent and is zoned "Single Residential" with a density of 1:300m² and will remain as such after the consolidation with subdivided street portion has taken place (Annexure E).

2. Motivation and Intention of proposed Permanent Closure, Subdivision and Consolidation

It should be noted that this portion of street being applied for serves no purpose as a street nor does it accommodate and municipal services. The portion is located between erven 40 and 41 Mile 4 and stops parallel to the rear boundary lines of these erven. It is highly unlikely that this portion will ever be used as a street. Please see attached diagrams.

Our motivation for this request stems from the fact that during the construction of the residential dwelling located on Erf 39, a portion of the dwelling was constructed over the boundary line of Erf 40 Mile 4. This was only noticed 8 months after our client purchased the erf and started with the excavations of the foundations for the construction of his dwelling on the said property. This resulted in long delays for our client and unnecessary costs.

In order to rectify the matter without having to break down any structures, an area of approximately 93m² needs to be subdivided from Erf 40 and be consolidated with Erf 39. These processes will commence once the proposed street portion is consolidated with Erf 40 Mile 4. This also resulted in extra costs to our client. Our client also needs to redesign his building plans which will also be additional costs. Furthermore, the cost of construction materials has since increased and will continue to do so while these processes to create the erf is ongoing. Another factor that led to this requested is the current status of the Namibian economy.

It is the intention of all parties involved to have this issue resolved as soon as possible without unnecessary delays in order for our client to continue with the construction of his dwelling.

The proposed sizes for the subdivision and consolidation is indicated in the table below:

Proposed Portions	Proposed Portion Sizes in m ²
Portion A	325m ²
Remainder Street	RE/STREET
PORTION A	325m²
Proposed Portions	Proposed Portion Sizes in m ²
Portion A	325m ²
Erf 40	393m ²
NEWLY CREATED ERF "X"	718m²

3. Access and Services

Access for the newly created Erf "X" shall be obtained from the existing internal road network. The newly created erf will thus not require any connection to the existing Municipal services network. Should there be any needs such needs shall be communicated between the parties involved and dealt with accordingly.

4. Advertising and Public Participation for Permanent Closure

Advertisements for the permanent closure of a portion of Abalone Avenue, Swakopmund, were placed in the Namib Times on 21 February 2020 and 28 February 2020. Closing dates for objections was on the 13 March 2020. Neighboring properties have also been requested by registered mail to give their comments and/or objections in writing to the Chief Executive Officer of the Swakopmund Municipality and the applicant before the closing date. One objections were received by the owners of Erf 99 by closing time for objections. It should however be noted that this objection was withdrew (Annexure K). Attached please find copies of letters to neighbors via registered post (Annexure F) as well as copies of advertisement placed in the Newspaper (Annexure G). A Notice was also placed on the erf for public comments (Annexure H).

5. Environmental Clearance for Permanent Closure

According to the Town Planning Section of the Swakopmund Municipality, an application for environment clearance needs to be submitted to Council as the Ministry of Environment and Tourism granted the Swakopmund Council delegated authority for Environment Clearances stemming from permanent closures of public places within the town boundaries. Such application was submitted to Council on 26 March 2020. Please see attached Annexure "L".

6. Application

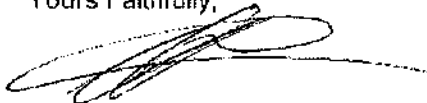
On behalf of our client/s, we herewith formally apply for the following:

- **PERMANENT CLOSURE OF A PORTION OF ABALONE AVENUE (325M²), MILE 4, SWAKOPMUND;**
- **SUBDIVISION OF A PORTION OF ABALONE AVENUE INTO PORTION A AND REMAINDER STREET;**
- **CONSOLIDATION OF SUBDIVIDED STREET PORTION WITH ERF 40 MILE 4, SWAKOPMUND, INTO NEWLY CREATED ERF "X".**

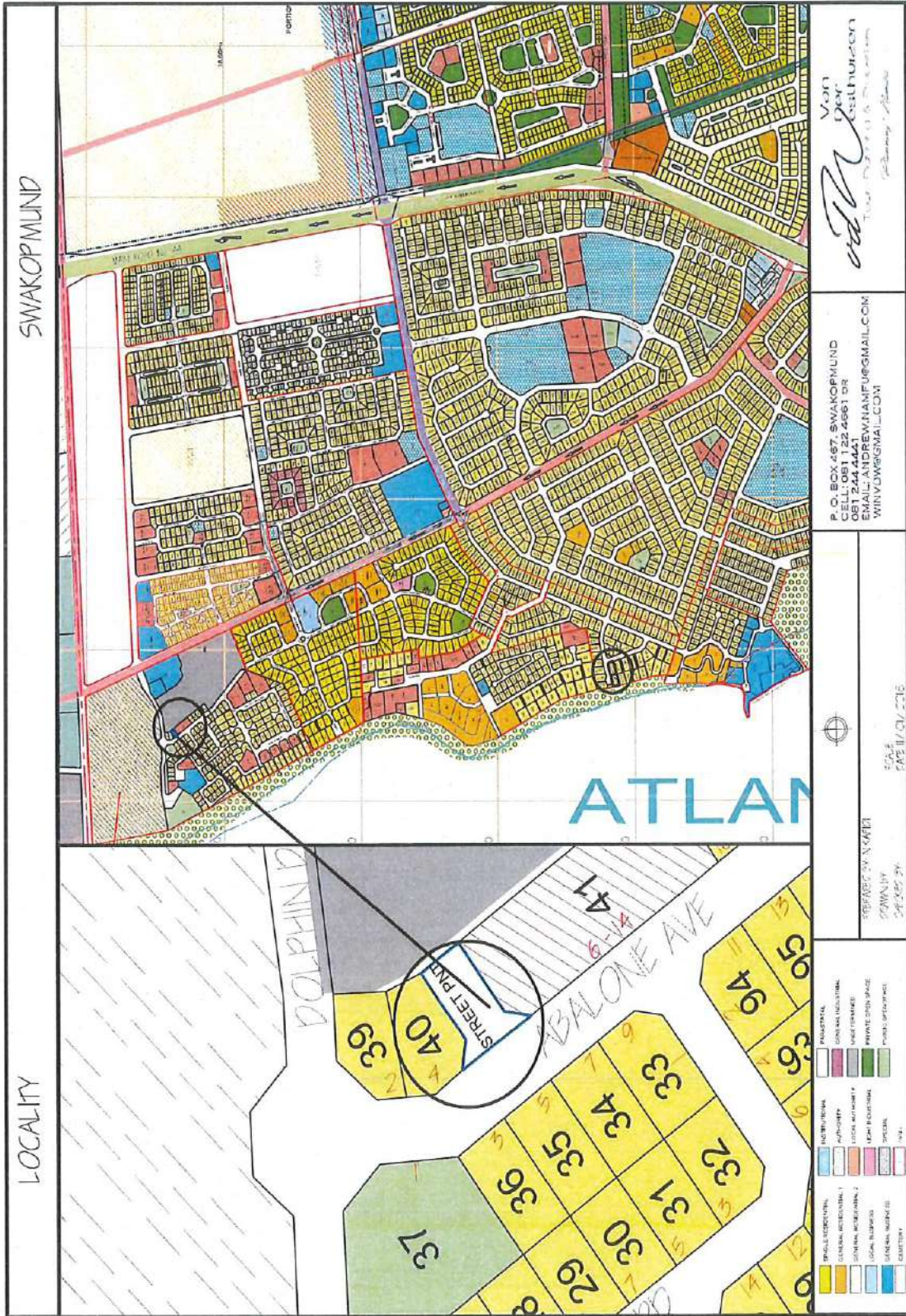
Should any uncertainties arise, please do not hesitate to contact us on the details provided.

It is trusted that you find the above application in order.

Yours Faithfully,



A R VAN DER WESTHUIZEN





SPECIAL POWER OF ATTORNEY

I/We, the undersigned,

JACOBUS DE WET GERINGER (ID: 85020310077)

In my/our capacity as:

OWNER OF ERF 40, MYL 4, SWAKOPMUND

do hereby nominate, constitute and appoint,

VAN DER WESTHUIZEN TOWN PLANNING & PROPERTIES CC, P O BOX 1598, SWAKOPMUND

with power of Substitution, to be my lawful Attorney and Agent in my/our name, place and stead, negotiate and to make all necessary applications to Municipality, Town Council, Townships Board, NAMPAB or any other authority, for the:

- ENVIRONMENTAL IMPACT ASSESSMENT AND CLOSURE OF A STREET PORTION AND SUBSEQUENT SUB-DIVISION OF CLOSED STREET PORTION INTO PORTION "A" AND THE REMAINDER STREET AND CONSOLIDATION OF SUB-DIVIDED ERF "X" WITH ERF 40 MILE 4 INTO NEWLY CREATED ERF "Y";
- SUB-DIVISION OF NEWLY CREATED ERF "Y" INTO PORTION "A" AND THE REMAINDER.

At the cost of the applicant and generally for effecting the purposes aforesaid, to do or cause to be done whatsoever shall be requisite, as fully and effectually, for all intents and purposes as I/We might or could do if personally present and acting herein – hereby ratifying, allowing and confirm all and whatsoever my/our said Attorney and Agent shall lawfully do, or cause to be done, by virtue of these present.

SIGNED at Swakopmund this 27 day of August 2019

In the presence of the undersigned witnesses.

WITNESSES:

1. [Signature]

2. [Signature]

[Signature]
J D GERINGER

11.1.22 INVITATION AND REQUEST: THE SWAKOPMUNDER
KARNEVALSVEREIN (KÜSKA)
(C/M 2021/03/25 - 5/5/1)

Ordinary Management Committee Meeting of 11 March 2021,
Addendum 8.11 page 65 refers.

A. The following item was submitted to the Management Committee for consideration:

Attached letter from Mr Karl-Heinz Schulte, the Chairperson of the *Swakopmunder Karnevalsverein* commonly known as *Küska*, requesting Council to assist with the preparations of the carnival and participation at the event scheduled to take place from **18-26 June 2021** in Swakopmund.

Küska (Coastal Carnival) is one of the biggest carnivals in the country, taking place annually during June, over ten (10) days in Swakopmund. It plays an important cultural role especially for the German community. This year the carnival will be organized and hosted for the 35th time under the motto "*Hier im Wilden Westen*" ("*here in the wild west*"). The organizers require Council's assistance with the following matters:

Banner

Permission is requested to erect a banner between the palm trees at the corner of Daniel Tjongarerero and Tobias Hainyeko Street as from **22-30 May 2021**.

Narrenwecker

Permission is requested from Council to allow the organizers to host the Narrenwecker on **29 May 2021** in the Main Street (Sam Nujoma Avenue) and to avail ten (10) rubbish bins for the event. The lane in front of Nedbank will be closed as from 8h00 until 20h00. A detailed letter will be sent out to the Traffic Services.

Invitation to various events during the carnival

The Mayor is invited to attend the Prinzenball that will take place on **18 June 2021** and to be available to receive the "town key". If the Mayor is not available, someone can be delegated to attend to the functions. (*The programme and details on the "Prinzenball" and handing over of town key will be forwarded in due course*).

Float Procession

The *Swakopmunder Karnevalsverein* is seeking Council's permission to hold the float procession on **26 June 2021**. The Traffic Services Division will be contacted for arrangements. Council is also invited to participate in the float procession.

Should approval be granted for municipal employees to participate in the carnival, the General Manager: Engineering Services is requested to avail the **Crane truck, Isuzu 250 - N 8773 S**, and a driver, to be used for the

float procession on **26 June 2021**. The truck should be decorated (according to the theme - "*here in the wild west*") prior to the event therefore décor should be purchased at least two weeks in advance.

Due to the size of the truck, it is recommended that only ten (10) employees (volunteers) including the driver participate and that refreshments be provided by Council to the employees during the procession.

B. After the matter was considered, the following was:-

RECOMMENDED:

- (a) That Council takes note of the request for assistance with regards to the hosting of the *Swakopmunder Karnevalsverein (Küska)* that will take place as from 18-26 June 2021 in Swakopmund.
 - (b) That the organizers be granted permission to erect a banner between the palm trees at the corner of Daniel Tjongarerero and Tobias Hainyeko Street as from 22-30 May 2021.
 - (c) That the organizers be granted permission to host the *Narrenwecker* in the Main Street (Sam Nujoma Avenue) on 29 May 2021, and that the lane in front of Nedbank will be closed as from 8h00 until 20h00.
 - (d) That the General Manager: Health Services & Solid Waste Management avail ten (10) rubbish bins to the organizers for the *Narrenwecker* event.
 - (e) That the Mayor indicates her availability to attend functions during the carnival.
 - (f) That the organizers liaise with the Traffic Services with regard to the closure of the lane in Sam Nujoma Avenue on 29 May 2021 and the route for the float procession which will take place on 26 June 2021.
 - (g) That the Swakopmund Municipality participates in the float procession at the *Swakopmunder Karnevalsverein (Küska)* on 26 June 2021.
 - (h) That the Crane truck, Isuzu 250 – N 8773 S, be used during the float procession and that ten (10) municipal employees voluntarily participate and be provided with refreshments.
 - (i) That the funds for the refreshments and decoration of the truck (according to the theme) be defrayed from the Corporate Service's Publicity Vote: 150515533000 where N\$296 000.00 is available.
 - (j) That the organisers be requested to proceed with the *Swakopmunder Karnevalsverein (Küska)* up to the DRC.
-



SWAKOPMUNDER KARNEVALSVEREIN

(Incorporated Association not for Gain)

Reg. No.: 21/2000/309

Postfach 1111, Swakopmund (Namibia)

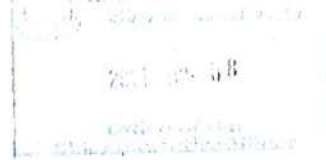
Telefon: +264 64 415100 Fax: +264 64 415101

E-Mail: khs@fcsnam.com

Her Worship the Mayor of Swakopmund
Swakopmund Municipality
Mrs. Louisa Kativa
swkmun@swkmun.com.na

8 February 2021

Dear Mrs. Kativa,



INVITE TO THE UPCOMING SWAKOPMUNDER KARNEVAL:

We are once again in the privileged position to plan the next Karneval to be held in mid June this year under the theme "Hier im Wilden Westen". Translated it means "Here in the Wild Wild West".

It has always been an honor to have the Mayor as a guest at our festivities. I would herewith like to invite and inform you about all our upcoming dates and would highly appreciate your presence at any of our festivities.

Prinzenball:

The 'Prinzenball' will be held on Friday, 18th June 2021. Doors are opening at 19:30 and the program will start at 20:11. As always we would appreciate your company to enjoy the evening with us and hand over the key of the Town to the new "Prinzenpaar".

Should you not be able to attend, we kindly request you to send a delegate from the Municipality to come to the function and hand over the Key in your stead.

Umzug & Kehraus, Saturday 26th June 2021

Once again, we would like to start our float procession from the Avas Motors Dealership (old Steckel's Toyota) premises. From there, the procession will move down the main street, past the old Municipal offices towards the Lions Old Age Home and on to the SFC. It is our intention to halt the procession, as in the previous years, at the Amphie Theater to hand over the Key of the Town, which will be returned to you by our "Prinzenpaar".

We would also like to ask the Municipality of Swakopmund, if you would be interested again to take part in our float procession and decorate a truck/vehicle. If so, please contact Mr Gernot Russmann (Email: gernot@dynamicplumbing.biz) for an application form and more details to the rules.

Please let us know by Friday, 28th May 2021 which functions you would like to attend so we can reserve your tickets.

With kind regards and 3x KÜska

KH Schulte

Karl-Heinz Schulte
(Chairman)



SWAKOPMUNDER KARNEVALSVEREIN

(Incorporated Association not for Gain)

Reg. No.: 21/2000/309

Postfach 1111, Swakopmund (Namibia)

Telefon: +264 64 415100 Fax: +264 64 415101

E-Mail: khs@fcsnam.com

The Town Clerk
Swakopmund Municipality
P.O. Box 53 Swakopmund
Namibia
swkmun@swkmun.com.na

15 February 2021

For Attention: Mrs Ailie Gebhardt

Dear Madam,

RE: KÜSKA 2021

The Swakopmunder Karnevalsverein is currently organizing the annual Karneval event, with the Motto "Hier im Wilden Westen".

With this great event ahead of us, we require your friendly co-operation and trust that your assistance may be relied upon again.

The Karneval starts with the Prinzenball on Friday, 18th June 2021 and ends with the Kehraus on Saturday, 26th June 2021.

We wish to draw your attention to the following points:

1. **NARRENWECKER – Saturday, 29th May 2021**

Our annual "Narrenwecken" will be held on Saturday, 29th May 2021 from 11:00 until approx. 18:00. We require your kind assistance in the following matter:

We would like to hold the Narrenwecken in the Main Street. The closure of the lane in front of Nedbank would be required from 8:00 until 20:00. A detailed letter will be sent out to the Traffic Department regarding the above.

We also require your permission to put up a **Banner** in the palm trees at the corner of Daniel Tjongarero and Tobias Hainyeko Street as of 22nd May 2021 until the 30th May 2021.

Furthermore, your assistance is also required to provide us with **10 rubbish bins**.

2. **FLOAT PROCESSION – Saturday, 26th June 2021**

The procession is planned on the same route as the previous years.

Our 'Zugmarshal' is Gernot Russmann. He will contact your Traffic Department for finer details. Your permission to hold the Float Procession will be highly appreciated. Details about the "Umtrunk" and handing over of the town key are addressed in the Mayor's invite.

We also request the permission to put up the same signboards as last year in the Main Street for the duration of the carnival (8th May 2021 to 30th June 2021).

It would be appreciated if you could acknowledge receipt of this letter and advise us whether the above would be in order.

Should you require further information, please do not hesitate to contact me.

Yours faithfully and 3x Köska

KH Schulte

Karl-Heinz Schulte
(Chairman)

Annalize Swart

From: Annalize Swart
Sent: Monday, 08 February 2021 17:36
To: 'Karl Heinz Schulte'
Cc: Gernot Russmann
Subject: RE: Kūska Letter - Mayor invite

Dear Sir/Madam

We acknowledge receipt of your recent communication and kindly be informed that the matter will receive the necessary attention.

From: Karl Heinz Schulte <khs@fcsnam.com>
Sent: Monday, 08 February 2021 05:18 PM
To: Annalize Swart <aswart@swkmun.com.na>
Cc: Gernot Russmann <gernot@dynamicplumbing.biz>
Subject: Kūska Letter - Mayor invite

Her Worship, the Mayor of Swakopmund,

The KŪSKA organising team is firing on all cylinders and it full steam ahead with the organisation of this year's carnival festivities. The only thing that can stop us now are the COVID restrictions, should there be any that will prohibit a public gathering of less than 100 people.

But staying positive and believing that things will return to normal soon, we soldier on.

In this regard, we have attached our invite to you our Mayor of Swakopmund, to attend our festivities and to be part of this annual cultural extravaganza.

Kind regards,

KH Schulte
Karl-Heinz Schulte
Chairperson of the Swakopmunder Karnevalsverein



- 11.1.23 AMENDMENT SCHEME NUMBER 61, EXTENSION 41 (SWAKOPMUND), HAGE GEINGOB SQUARE AND THE APPEAL BY VAN RENSBURG ASSOCIATES
(C/M 2021/03/25 - 16/1/4/1/1)

Ordinary Management Committee Meeting of 11 March 2021, Addendum 8.12 page 71 refers.

A. The following item was submitted to the Management Committee for consideration:

1. Purpose

The purpose of this submission is to present the status of:

- *the Swakopmund Amendment Scheme Number 61,*
- *Extension 41 Swakopmund,*
- *Hage Geingob Square and*
- *the Appeal by Van Rensburg to the Executive Director of Urban and Rural Development dated 15 December 2020, as per attached instruction on **Annexure A.***

In addition, to outline all Council's decisions pertaining to the aforesaid matters and illustrate their rationales as well as demonstrate possibilities that exists for future amendments and incorporation of desired spatial aspects.

2. Background

This Item was submitted before the Management Committee Meeting held on the **11th February 2021**. The contents were deemed inadequate; hence, the office of the Chief Executive Officer required a resubmission. It is against this background that this item is being resubmitted before the Management Committee for consideration.

3. Discussion

○ **Amendment Scheme Number 61**

The Swakopmund Amendment Scheme 61 was promulgated in terms of the Government Gazette Number 6472, dated **15 November 2017**, under Notice 300. Copy of the Government Gazette is attached as **Annexure B.**

As it has been well articulated in honourable Counsellor Wilfried Groenewald email, dated **17th February 2021**, the circumstance surrounding approval of the Swakopmund Amendment Scheme Number 61 is common knowledge. The email is attached as **Annexure E.**

With respect to the Swakopmund Residents Association's letter, dated **14th November 2017**, a response to it was given on the **15th**

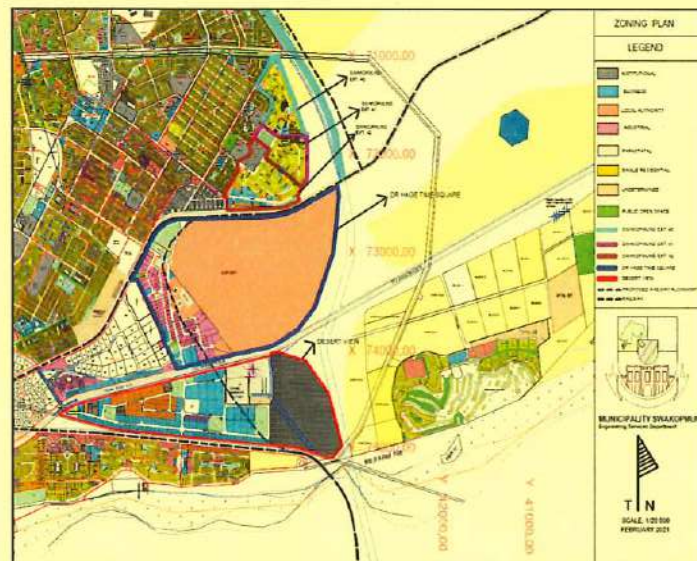
November 2017. The aforementioned response letter together with its accompanying attachments is attached as **Annexure F**.

The email by the Honourable Counsellor is seeking a response to the appeal letter by Van Rensburg to the Executive Director and the Association letter dated **14 November 2017**. In accordance with the request, the reaction to these items is as follows:

- o *The appeal has been address to the Executive Director of the Ministry of Urban and Rural Development. Any expression by the officials at this point in time may jeopardize and misdirect the response or judgement by the respondent (Executive Director). Therefore, comments to be reserved up until Swakopmund Council should be requested by the Executive Director of the Ministry of Urban and Rural Development for comments and the specifics of exactly on what aspects comments are required are set out by the Director. Furthermore, it has been evident from the contents of the appeal letter to the Executive Director of the Ministry of Urban and Rural Development by Van Rensburg that if the process was not compliant with the legal provisions, the most appropriate action is to approach the High Court of Namibia.*
- o *The Engineering and Planning Services Department believes that it has given the correct and appropriate response in its letter to the Swakopmund Residents Association, dated 15 November 2017.*
- o **Swakopmund Extension 41**

Pertaining to Extension 41, the only extension that exists as number 41, is Swakopmund Extension 41 which was approved by the Minister of Urban and Rural Development in November 2020. Approval letter is attached as **Annexure C**.

This extension is not affected by any railway line. It is suspected that the Association has confused this township with the Hage Geingob Square and the Desert View Township Establishments. In an effort to clear this misconception, a map depicting the location of Swakopmund Extension 41, Hage Geingob Square and the Desert View townships as well as the railway outline is provided hereunder.



○ **Hage Geingob Square Township Establishment**

The establishment of the Hage Geingob Square is awaiting responses from the Ministry of Urban and Rural Development, the Ministry of Works and Transport regarding future ownership of the airport and existing infrastructure, and the Roads Authority on access before further actions could be taken.

● **Council Decisions and Rationales for the establishment**

Numerous decisions pertaining to the establishment of the Hage Geingob Square were taken over the past two years. These decisions are sequentially listed below and attached as **Annexure G**.

- *Item Number 11.1.16 (C/M 2019/03/28 - G 3/2/2)*
- *Item Number 11.1.23 (C/M 2019/04/25 - G 3/2/2)*
- *Item Number 11.1.1 (C/M 2020/08/31 - G 3/2/2)*

The rationale for the establishment of the Hage Geingob Square has been in response to the shortage of light industrial erven as well as to formalize the Airport boundaries. Below is the extract from the Council submission.

"An industrial society is a society driven by the use of technology to enable mass production whilst supporting a large population with a high capacity for division of labour. Furthermore, industrial development plays an integral role in the economic growth of any area and Swakopmund is no exception.

The Swakopmund Municipality is proactive in its provision for General Industrial erven; however, the demand for small scale (light industrial) erven has increased to great extent. Additionally, the Swakopmund Airport boundaries also need to be formalized so as to improve security and attract investments.

Swakopmund is a fast growing town and being surrounded by the mines and in proximity to the nation's main harbour, the demand for light industrial erven and the formalization of the Airport constitute is a major need for the proposed development. There is a need to extend the current Airport boundaries resulting from ample applications to lease hangars at the airport. Currently, there are no new hangars available for leasing. More space can then be made available for an additional row of hangars.

The proposed development will also provide for industrial choices within the town. This in turn will ensure that the Town makes optimal use of its scarce resources by allowing for increases in the quantity and quality of goods manufactured by different industries. In addition, the provision of these light industrial even would increase the chances of employment, contribute to reducing the high unemployment rate challenging the country at large and improve the local economy."

- **Possibility for affecting changes for the provision of the railway line realignment without restarting the process**

The desirability to decentralize the cargo carrying railway line further east has been recognized during the formulation of the Draft Swakopmund Structure Plan 2020-2040. It is still a possibility. Provision for the future cargo carrying railway has been reserved in the Draft Swakopmund Structure Plan 2020-2040 and the current line is being incorporated as it now exists so as to create an opportunity for both cargo and passenger trains. The

decentralization idea has been supported by TransNamib but with no firm commitment to implement the idea so far.

In order to arrive at an informed decision on the decentralization issue, desirability alone is not sufficient. It must be shown also to be feasible and financially viable and an agency identified that would be responsible to undertake the realignment. An in-depth study specific to the cargo carrying railway line and its decentralization must first be undertaken.

Should it be proven both feasible and financially viable, accommodating such realignment could be done in various manners, namely:

- *Reserving all affected sites for lease purposes until actual construction of such realignment takes place,*
- *Register a right of way servitude over the affected sites, or*
- *Amend the township layout by way of subdivision and consolidation procedures to create the required space.*

o **Van Rensburg Associates' Appeal**

The appeal by Van Rensburg Associates in respect of certain town planning schemes has been addressed to the Ministry of Urban and Rural Development which is the custodian of such matters. Council has no jurisdiction over appeal adjudication or determination. Amendment Schemes 12 and 30 were approved in July 2003 and June 2008, respectively.

The Swakopmund Amendment Scheme 30 was promulgated in terms of the Government Gazette Number 4038, dated **1st April 2008**, under Notice 98. Promulgation information for the Swakopmund Amendment Scheme 12 is not found but certification by the Ministry of Urban and Rural development is depicted hereunder.

It is hereby certified that the Swakopmund Amendment Scheme No. 12 as approved by the Minister of Regional and Local Government and Housing in accordance with Section 26 (1) of the Town Planning Ordinance (Ordinance 18 of 1954), is correct.

AP. 
 CHIEF: DIVISION PLANNING

2003 - 07 - 31
 DATE:

Copy of the appeal letter and the available Government Gazettes are attached as **Annexure D**.

4. **Comments and recommendation from the Management Committee**

Below are the comments and recommendation by the Management Committee:

*M/Swaf.
Kuddey recc. PCC recommendation
on this matter*

Item 8.12

Town Planning Amendment Scheme No 61

*Copy of
H. H. H.
11/2/21
J.*

With regard to the replies on Item 8.12 on Management Committee Agenda of 11 March 2021, we therefore react as follows:

*Note
- ensure these
points in the
body of the
recommendation*

1. Who applied for this amendment scheme in the first place: From the answers received, it became clear, that no Council Resolution exists for this application to request these amendments.
2. The issue regarding the letter addressed to Messrs Winplan Town & Regional Planning Consultants from the Permanent Secretary dated 21 July 2016, whereby Amendment Scheme No 30 was approved could not be resolved and no answers be found as Amendment Scheme No 30 was already approved during September 2007, thus contradicting the two issues.
3. According to Section 17 of the Town Planning Ordinance No 18 of 1954, notice is to be given of any changes in amendment schemes in newspapers. This was clearly omitted and therefore unlawful or unconstitutional.
4. The petition of the Swakopmund Residents Association of December 2017 in inter alia this regard with more than 2400 signatures, clearly showing the public objections in this matter, was never tabled to Council.
5. Town Planning Amendment Scheme No 61 does not correlate with the recommendations given in the Swakopmund Structure Plan as approved by Council in November 2021.
6. This scheme totally ignores the fact and the purpose of Swakopmund Conservation Area, which is protected by the National Heritage Act.

We therefore recommend as follows:

- a) 1. That ^{the} ~~Town~~ Planning Amendment Scheme No 61 cannot be allowed to be implemented and be placed on hold until all the above issues have been resolved in a satisfactory manner. ^(to be)
- b) 2. That ~~Town~~ Planning Amendment Scheme No 61 be repealed. ^{and that the chief executive officer informs the line ministry accordingly.}
- c) 3. ^{the} ~~the~~ ^{the} chief executive officer arrange a meeting with the Ministry of Works and Transport to discuss the relocation of the railway line and other matters if needed.

5. Conclusion

All matters as discussed above are being handled in accordance with applicable legal provisions and by mandated institutions of government. Issues pertaining to the various amendment schemes have legal consequences that should be addressed by the Minister. Should Council prefer make prior comments on the matter, it advised that it should be done by the Council legal team.

Desired changes and amendments can still be incorporated into the plans in future without halting the on-going approval processes.

B. After the matter was considered, the following was:-

RECOMMENDED:

- (a) That the Town Planning Amendment Scheme No 61 not be implemented and be placed on hold until the issues attached have been resolved in a satisfactory manner.
 - (b) That the Town Planning Amendment Scheme No 61 be repealed and that the Chief Executive Officer informs the ministry accordingly.
 - (c) That the Chief Executive Officer arrange a meeting with the Ministry of Works and Transport to discuss the relocation of the rail way line and other matters of concern.
-

ANNEXURE A

From: Clarence McClune
Sent: Friday, 05 February 2021 02:58 PM
To: Johanna Angolo; Ndinelago Heita
Subject: FW: Agenda Management Committee meeting

Dear Colleagues,

Please see the request below, point 1. and draft a submission, as discussed earlier, but also incorporate the letter of Van Rensburg which wrote a complaint/objection to the Ministry on behalf of the SRA.

Regards.

Clarence McClune | General Manager: Engineering & Planning Services | Engineering & Planning Services | 4401

From: Alfeus Benjamin
Sent: Friday, 05 February 2021 12:37 PM
To: Clarence McClune
Subject: FW: Agenda Management Committee meeting

Dear Mr Mclune,

Although I first wanted to discussed these matters at others platforms before they are presenting to Council, it seems the Cllrs want these matters on the agenda. Kindly prepare submissions for the 11th meeting on these Two.

Regards

Alfeus Benjamin | Chief Executive Officer | Office of the Chief Executive Officer | 4100

From: Wilfried Groenewald [<mailto:groenewaldwilfried@gmail.com>]
Sent: 05 February 2021 12:30 PM
To: Alfeus Benjamin; Annalize Swart; Matthias Henrichsen; Ciske Smith Howard
Subject: Agenda Management Committee meeting

Dear Mr. Benjamin,

Going through the agenda points of the upcoming Management Committee meeting, I noticed, that the following items are not adressed:

1. Town planning amendment Scheme 61
2. The proposed layouts of Extension 41 as well as Hage Geingob Square, as these points can no longer be kept on a long line.

Kind regards

Wilfried Groenewald

ANNEXURE B

6472 Government Gazette 15 November 2017 3

MINISTRY OF URBAN AND RURAL DEVELOPMENT

No. 300 2017

**SWAKOPMUND TOWN PLANNING AMENDMENT SCHEME NO. 61:
TOWN PLANNING ORDINANCE, 1954**

In term of subsection (2) of section 26 of the Town Planning Ordinance, 1954 (Ordinance No. 18 of 1954), I give notice that I have under subsection (1) of that section read with section 27(1) of that Ordinance, approved the Swakopmund Town Planning Amendment Scheme No. 61 of the Municipality of Swakopmund.

S. SHANINGWA
MINISTER OF URBAN AND RURAL DEVELOPMENT Windhoek, 25 October 2017

MINISTRY OF URBAN AND RURAL DEVELOPMENT

No. 301 2017

**SWAKOPMUND TOWN PLANNING AMENDMENT SCHEME NO. 62:
TOWN PLANNING ORDINANCE, 1954**

In terms of subsection (2) of section 26 of the Town Planning Ordinance, 1954 (Ordinance No. 18 of 1954), I give notice that I have under subsection (1) of that section read with section 27(1) of that Ordinance, approved the Swakopmund Town Planning Amendment Scheme No. 62 of the Municipality of Swakopmund.

S. SHANINGWA
MINISTER OF URBAN AND RURAL DEVELOPMENT Windhoek, 25 October 2017

MINISTRY OF FINANCE

No. 302 2017

AMENDMENT OF PART 5 OF SCHEDULE NO. 1: CUSTOMS AND EXCISE ACT, 1998

In terms of Section 13 of the Interpretation of Laws (Proclamation No. 37 of 1920) read with section 65(1) of the Customs and Excise Act, 1998 (Act No 20 of 1998), I -

- (a) substitute the rates of fuel levy in Part 5 of Schedule 1 of that Act regarding those goods indicated to the extent set out in the Schedule; and
- (b) determine that the new rates of fuel levy come into effect on the date of tabling of the relevant taxation proposal in the National Assembly.

C. SCHLETTWEIN
MINISTER OF FINANCE Windhoek, 27 October 2017



ANNEXURE C

Republic of Namibia

Ministry of Urban and Rural Development

Enquiries: R. Booysen
 Tel: (+264+61) 297-5231
 Fax: (+264+61) 297-5305
 Email: rbooyesen@murd.gov.na

Government Office Park
 Luther Street

Private Bag 13289
 Windhoek, 10001
 Namibia

Our Ref.: 17/1/S2/11 Ext 41
 Your Ref.:


**The Chief Executive Officer
 Municipality of Swakopmund
 P.O.Box 53
 Swakopmund
 NAMIBIA**

Dear Ms. N. Heita

SUBJECT: SWAKOPMUND EXTENSION 41: ESTABLISHMENT OF THE TOWNSHIP ON PORTION 162 (A PORTION OF PORTION B) OF THE FARM SWAKOPMUND TOWN AND TOWNLANDS NO. 41

1. Your letter dated 17 July 2020 has reference.
2. Approval has been granted in terms of section 64 (2) and 66 (1) of the Urban and Regional Planning Act, 2018 (Act No. 5 of 2018) for permission to establish the township **Swakopmund Extension 41** on Portion 162 (a portion of Portion B) of the Farm Swakopmund Town and Townlands No. 41 under Townships Board Resolution Item 28/2020 dated 18 November 2020.
3. You are hereby informed that all planning processes must be complied with, within six (6) months from the date of this letter.

Yours faithfully


**SECRETARIAT
 URBAN AND REGIONAL PLANNING BOARD**

ANNEXURE D
**VAN RENSBURG
ASSOCIATES**

ATTORNEYS | NOTARY | VALUATOR

Authorised and regulated by the Law Society of Namibia

Our reference/Ons Verwysing: VR/diana/HO0074

15 December 2020

 The Permanent Secretary
 Ministry of Urban and Rural Development (NAMPAB)
 Private Bag 13289
WINDHOEK

Dear Sir / Madam

RE: SWAKOPMUND TOWN PLANNING AMENDMENT SCHEMES NO 12, 30 and 61

We refer to the above matter, confirm acting on behalf of the Swakopmund Residents Association and wish to place the following on record:

1. Swakopmund Town Planning Amendment Scheme No 30 (hereinafter referred to as "Scheme No 30"):
 - 1.1 This Scheme was ostensibly approved by the Minister of Urban and Rural Development (hereinafter referred to as "the Minister") in a letter to WINPLAN Town & Regional Planning Consultants on 21 July 2016;
 - 1.2 Scheme No 30 represents a radical departure from the current Swakopmund Town Planning Amendment Scheme No 12 (hereinafter referred to as "Scheme No 12") specifically as it abolishes the height and bulk restrictions contained in Scheme No 12, in itself having far reaching implications, not only regarding practical issues such as the adequacy of the existing water and sewage infrastructure to accommodate high rise buildings but also regarding the change of the nature of the existing heritage area, created in terms of the Heritage Protection Act, and the implications flowing therefrom;
 - 1.3 In the letter mentioned in 1.1 above it is stated that the Minister acted in terms of Section 26(1) of the Town Planning Ordinance 18 of 1954 (hereinafter referred to as "the Ordinance") which presupposes that the Scheme in question was submitted by the Swakopmund Town Council to the Minister in terms of Section 22 of the Act. Our client

Hermanus Christoffel Jansen Van Rensburg (B.A., LL.B. (STELL))

 Email: admin@vanrensburgassociates.com

Tel: +264 - 64 - 405 343 / 405 133 | Fax: +264 - 64 - 404 727 / 088 650 9933

 1st Floor, Am Strand Building | Tobias Haiyeko Street
 P.O. Box 61, Swakopmund, Namibia

is not aware of a meeting of the Swakopmund Town Council resolving to do so in terms of Section 21 of the Act; and

- 1.4 The Minister has however already, and more specifically on 30 April 2008, approved Swakopmund Town Planning Amendment Scheme No 30, which related to a rezoning of Erf 477 Swakopmund.

2. Swakopmund Town Council Meeting and Resolution on 29 September 2016:

- 2.1 Subsequent to the date on which the Minister has approved Scheme no 30 and more specifically on the 29th of September 2016, the Swakopmund Town Council has, amongst others, despite comments received from Mr Groenewald of our client, approved increased maximum heights to different zoned properties, with the obvious intention to amend the existing Scheme no 12.

- 2.2 It is unknown whether this Resolution paved the way for the Swakopmund Town Planning Amendment Scheme No 61 (hereinafter referred to as "Scheme No 61") dealt with hereunder.

3. Swakopmund Town Planning Amendment Scheme No 61 (hereinafter referred to as "Scheme No 61"):

- 3.1 The status of this Scheme and whether it flowed from the decision taken by the Town Council of Swakopmund on the 29th of September 2016 is unknown.

- 3.2 Scheme No 61 was only approved by the Minister on 6 October 2017 although it has apparently not been published in the Government Gazette, which is a requirement in terms of Section 26(2) of the Act before any Scheme can come into operation.

4. Despite numerous enquiries made by our client and other concerned parties, such as Ms Tebbit, to your Ministry and the Swakopmund Town Council, the mystery surrounding Scheme No 61 has not been clarified. The Swakopmund Municipality has for example on the 19th of December 2017 addressed a letter to our client in which it undertook to revert to our client within a period of not more than 30 days from date of their letter with answers to its questions regarding Scheme No 61 which answer, needless to say, has not been forthcoming to date.

We would in the light of the abovementioned background therefore be pleased:

1. To receive your confirmation, together with proof thereof, that the procedures prescribed by Section 23 of the Act has been followed by the Minister in that the Namibia Planning Advisory Board (hereinafter referred to as "NAMPAB") has properly advertised Scheme No 61 for objections;
 2. To be informed as to whether Scheme No 61 has been Gazetted in compliance with Section 26(2) of the Act;
 3. To be informed as to whether Section 23 has been followed in respect of Scheme No 30 referred to in paragraph 1 above, and as to whether Scheme No 30 has been Gazetted in compliance with Section 26(2) of the Act;
-

4. To be informed as to whether any other Scheme has been correctly implemented and published which has amended the existing Scheme No 12 specifically as far as bulk, density and height restrictions of the different zonings are concerned.

In the light of the information available to our client at this stage it is of the opinion that the provisions of the Act has not been followed in the process having preceded the approval of both Schemes No 30 and 61, with the result that both these schemes are unenforceable by the Swakopmund Town Council.

Should you fail to respond to this letter our clients' abovementioned belief will be reinforced having as result the fact that any attempt by the Swakopmund Town Council to implement any of the said Schemes, or any other scheme purporting to amend the existing Scheme No 12 specifically as far as bulk, density and height is concerned, will be resisted.

In such a case our clients' rights to approach the High Court for an order that Schemes No 30 and 61 be declared invalid and unenforceable are also reserved.

Yours faithfully
VAN RENSBURG ASSOCIATES

Per: C van Rensburg

Copy to: The Chief Executive Officer
 Municipal Council of Swakopmund
 P.O. Box 53
 SWAKOPMUND

Copy to: Heritage Council

No. 4038

Government Gazette 30 April 2008

3

**MINISTRY OF REGIONAL AND LOCAL GOVERNMENT, HOUSING AND
RURAL DEVELOPMENT**

No. 98

2008

**SWAKOPMUND TOWN PLANNING AMENDMENT SCHEME NO. 30:
TOWN PLANNING ORDINANCE, 1954**

In terms of subsection (2) of section 26 of the Town Planning Ordinance, 1954 (Ordinance No. 18 of 1954), I give notice that I have under subsection (1) of that section, read with section 27(1) of that Ordinance, approved the Swakopmund Town Planning Amendment Scheme No. 30 of the Municipality of Swakopmund.

**K. KAZENAMBO
MINISTER OF REGIONAL AND LOCAL
GOVERNMENT, HOUSING AND
RURAL DEVELOPMENT**

Windhoek, 8 April 2008

**MINISTRY OF REGIONAL AND LOCAL GOVERNMENT, HOUSING AND
RURAL DEVELOPMENT**

No. 99

2008

**KATIMA MULILO: EXTENSION OF BOUNDARIES
LOCAL AUTHORITIES ACT, 1992**

Under section 4(1)(b) of the Local Authorities Act, 1992, (Act No. 23 of 1992), I extend the boundaries of the Katima Mulilo Townlands to include the Farm Wenela No. 2029 situated in the Registration Division "B" and represented by Cadastral Diagram A553/2007 which lies open to inspection at the office of the Surveyor-General, Windhoek, during office hours.

The property so included is known as Farm Wenela No. 2029.

**K. KAZENAMBO
MINISTER OF REGIONAL AND LOCAL
GOVERNMENT, HOUSING AND
RURAL DEVELOPMENT**

Windhoek, 1 April 2008

**MINISTRY OF REGIONAL AND LOCAL GOVERNMENT, HOUSING AND
RURAL DEVELOPMENT**

No. 100

2008

**LÜDERITZ: ALTERATION OF BOUNDARIES
LOCAL, AUTHORITIES ACT, 1992**

Under section 4(1)(6) of the Local Authorities Act, 1992 (Act No. 23 of 1992), I alter the boundaries of Lüderitz Township and Town lands to include the Farm Lüderitz Town and Townlands No. 168 situated in the Registration Division "N" and represented by Cadastral Diagram A435/2007 which lies open for inspection at the Surveyor-General, Windhoek, and at the office of the Chief Executive Officer, Town Council of Lüderitz during normal office hours.

ANNEXURE E**Clarence McClune**

From: Alfeus Benjamin
Sent: Wednesday, 17 February 2021 08:49
To: Clarence McClune
Cc: Annalize Swart; Wilfried Groenewald (groenewaldwilfried@gmail.com)
Subject: FW: Town Planning Matter
Attachments: CEO Letter Amendment Scheme 61.doc

Dear Mr McClune,

These matters keep coming back to Administration. I direct that we prepare a detailed submission to MC/SMC in order for the Councillors to take decision on the matters.

It is important to mention the following in the submission:

1.The decisions and rationale for such decisions by the previous Council.(Amendment scheme No.61; Extension 41: Dr HG industrial precinct and Airport)

2.The feasibility of effecting amendments even if such decisions are already with the Ministers office.

Each matter as requested here should be addressed separately.

These matters need to be concluded

Regards

Alfeus Benjamin | Chief Executive Officer | Office of the Chief Executive Officer | 4100

From: Wilfried Groenewald [<mailto:groenewaldwilfried@gmail.com>]
Sent: 17 February 2021 08:13 AM
To: Alfeus Benjamin; Annalize Swart; D'Avignon
Cc: Claus Goldbeck; ciske@hh.na; Blasius Goraseb; Dirk Coetzee; johnhopkins1209@gmail.com
Subject: Town Planning Matter

Dear Mr. Benjamin,

I refer to the writeup of our Engineering Services regarding Amendment Scheme 61, Extension 41 and Dr. Hage Geingob Square as an answer on my mail dated 5 Feb 2021.

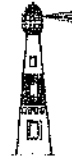
This is very unsatisfactory and it sounds like we are beating about the bush again, or maybe also misunderstood, as our questions are not addressed.

Amendment Scheme No 61

We all know, that this has been promulgated by the Minister and we all know, that the letter from Messrs. Van Rensburg & Associates was originally sent to the Minister, but we want our own Town Planning's reply on the lawyers letter! I also again attach a letter from the Residents Association from Nov 2017 in this regard, which until today stays unanswered!

Extension 41

We all know, that this has been approved by the Minister, but the layout of this extension does not make provision for a rail bypass. This rail bypass is included in our structure plan and was accepted by Council last year! What are



The Swakopmund Residents Association

P.O. Box 1613
Swakopmund

14 November 2017

The C.E.O.
Swakopmund Municipality
P.O. Box 53
Swakopmund

Dear Mr. Swarts,

Swakopmund Town Planning Amendment Scheme No 61

Last week Friday the 10th November 2017, a presentation was given regarding a public scoping of a 40m high rise building on Erf 4747 (Old Swimming Pool). During the presentation, we were informed, that Messrs. NAMPAB and the Honorable Minister of Urban and Rural Development have already approved and signed the above amendment scheme, and this is now awaiting to be gazetted.

On further inquiry, this information proved to be correct.

The Swakopmund Residents Association therefore kindly request the following information regarding this amendment:

1. Who applied for this amendment in the first place and could you kindly forward Council Resolution empowering this amendment please.
2. We refer to the letter from the Permanent Secretary Mr. Nghidinua, dated 21 July 2016 giving approval of this application and referring to Town Planning Amendment Scheme No30. However, Amendment Scheme No 30 is an older existing scheme, which was approved in September 2007 and contains a rezoning of erf 477, Swakopmund, which does not relate at all to any of the proposed new amendments. How can this be and why was it done this way?
3. According to Section 17 of the Town Planning Ordinance No 18 of 1954, notice is to be given of changes in any amendment schemes in newspapers. This was clearly omitted by our Office and NAMPAB approved it without the presence of an advert. Was it however done or if not why?
4. Selling Erf 4747 to the Lighthouse group many years ago, were there any restrictions or conditions included in the Deed of Sale, which might affect the height, bulk or anything else regarding the proposed development?

Kind Regards
Wilfried Groenewald
Councillor
Tel 081 124 2915

ANNEXURE F

MUNICIPALITY OF SWAKOPMUND

Ref No: G 3/2/2/2

Enquiries: Mr JT Heita

☎ (064) 4104400
 ☎ (064) 4104125
 ✉ Fax2email: 0886519137
 ✉ 53 Swakopmund
 NAMIBIA
 Web www.swkmun.com.na
 ✉ townengineer@swkmun.com.na

15 November 2017

The Swakopmund Residents Association
 P O Box 1613
 SWAKOPMUND
 Namibia

✉ groenewaldwilfried@gmail.com

Attention: Honourable Councillor W. Groenewald

Dear Honourable Councillor

SWAKOPMUND TOWN PLANNING SCHEME AMENDMENT SCHEME NUMBER 61

Your letter dated 22 March 2017, received on the 14th November 2017, has reference.

This letter serves as confirmation that NAMPAB as well as the Minister of Urban and Rural Development approved the Swakopmund Amendment Scheme Number 61. A copy of the approval letter dated 9 October 2017 is attached for ease of reference. The aforesaid scheme is expected to be gazetted in the near future.

~~The application pertaining to the approval of the Swakopmund Amendment Scheme Number 61 was made to the Minister of Urban and Rural Development by WINPLAN Town and Regional Planning Consultant on behalf of the Swakopmund Municipal Council. Council during its meeting held on the on the 24 November 2016, in terms of the Council Resolution Number (M/C2016/11/24), Item Number 11.1.12, approved the amendments to some of the Clauses as contained in the Swakopmund Amendment Scheme Number 12 and resolved that Amendment Scheme Number 61 be submitted to the Ministry of Urban and Rural Development for the approval by the honourable Minister. The Council Resolution is attached.~~

All correspondence must be addressed to **Chief Executive Officer**

In respect of the Permanent Secretary's letter dated 21 July 2016 referred to the Swakopmund Amendment Scheme Number 30. But Council in terms of its Council Resolution Number (M/C2016/11/24), Item Number 11.1.2 resolved to amend some (specified by the Council decision) Clauses of the Swakopmund Amendment Scheme Number 12, as that Amendment Scheme Number 30 approval was given on condition that modifications as outlined in the Permanent Secretary's letter. It has been on that basis that the Swakopmund Amendment Scheme Number 61 was submitted for approval. The Permanent Secretary's letter is attached for ease of reference.

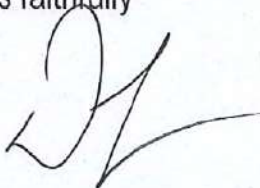
The amendment to the Swakopmund Town Planning Scheme as contained in the Swakopmund Amendment Scheme Number 61 was not advertised in accordance with Section 17 of the Town Planning Ordinance No. 18 of 1954. This omission was based on the interpretation of the permanent Secretary's letter of July 2016.

Modifications to the scheme could not only be applicable to one specific site but should cover the entire scheme area of the Swakopmund.

Height restrictions can still be enforced in terms of the Heritages Act and policies in place for such conservation areas which are subject to the approval of the ~~Aesthetics Committee and the Heritage Council.~~

I trust that you will find the content of this letter in order. Should you require clarification, please do not hesitate to contact the Manager: Town Planning at telephone number (064) 4104403 / 081 150 0269 or email jheita@swkmun.com.na.

Yours faithfully



AD Duvenhage
GENERAL MANAGER: ENGINEERING SERVICES

JTH/vrb



Republic of Namibia

Ministry of Urban and Rural Development

Tel: (+264 61) 2975111
 Fax: (+264 61) 2975096
 E-mail: enquiries@murd.gov.na
 Website: www.murd.gov.na

Government Office Park
 Luther Street

Private Bag 13289
 Windhoek, Namibia

Enquiries: T. Kamati
 Tel: (+264+61) 297 5201
 Fax: (+264+61) 2975305

Our Ref: 17/2/2/S2
 Your Ref:

Date: 9 October 2017

WINPLAN CC
P O Box 90761
KLEIN WINDHOEK

Dear Mr. L. Esterhuizen

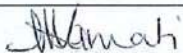
ITEM NO. 65/2017: SWAKOPMUND: APPROVAL OF THE SWAKOPMUND TOWN PLANNING AMENDMENT SCHEME NO. 61

Reference is hereby made to your above-mentioned application:

Kindly be informed that the Namibia Planning Advisory Board has, during its meeting held on 27 July 2017, considered and recommended that the Swakopmund Town Planning Amendment Scheme No. 61 be approved in terms of Section 26(1) of the Town Planning Ordinance, 1954 (Ordinance 18 of 1954), as amended.

The Honorable Minister of Urban and Rural Development approved the Swakopmund Town Planning Amendment Scheme No. 61 on 06 October 2017.

Yours sincerely


 NAMPAB SECRETARIAT



11.1.12 **APPROVAL OF AMENDMENT SCHEME NO. 61**
(C/M 2016/11/24 - G 3/2/2/2)

RESOLVED:

- (a) That Council approves the Swakopmund Town Planning Amendment Scheme No. 61 containing the following amendments to Clauses as contained in Swakopmund Town Planning Amendment Scheme No. 12:
- (i) That a height restriction of 15 m for a dwelling house be applied on "Single Residential Zone" (As per Clause 5 A (on file): Single Residential).
 - (ii) That a height restriction of 40 m be applied for "General Residential 1 Zone" with a bulk factor which is not limited and a density which is limited (As per Clause 5 B (on file): General Residential 1).
 - (iii) That a height restriction of 30 m be applied for "General Residential 2 Zones" with a bulk factor which is not limited and a density which is limited (As per Clause 5 C (on file): General Residential 2).
 - (iv) That a height restriction of 40 m be applied for "General Business Zone" with a bulk factor which is not limited (As per Clause 5 D (on file): General Business).
 - (v) That a height restriction of 30 m be applied for "Local Business Zone" with a bulk factor which is not limited (As per Clause 5 E (on file): Local Business).
 - (vi) That a height restriction of 30 m be applied for "Light Industrial Zone" (As per Clause 5 F (on file): Light Industrial).
 - (vii) That a height restriction of 40 m be applied for "General Industrial Zone" (As per Clause 5 G (on file): General Industrial).
 - (viii) That a height restriction of 40 m be applied for "Institutional Zone" with a bulk factor which is not limited (As per Clause 5 H (on file): Institutional).
 - (ix) That a height restriction of 40 m be applied for "Office Zone" with a bulk factor which is not limited (As per Clause 5 L (on file): Office).
- (b) That Amendment Scheme No. 61 be submitted to the Ministry of Urban and Rural Development for approval by the Honourable Minister.
-

11.1.12 **APPROVAL OF AMENDMENT SCHEME NO. 61**
(C/M 2016/11/24 - G 3/2/2/2)

Ordinary Management Committee Meeting of 10 November 2016, Addendum 8.10 page 48 refers.

A. The following item was submitted to the Management Committee for consideration:

Application is herewith made for approval of Swakopmund Town Planning Amendment Scheme No. 61. The Amendment Scheme needs to be approved by Council in order to be submitted it to the Ministry of Urban and Rural Development for final approval. The following will be included in Amendment Scheme No. 61:

All changes to the Swakopmund Town Planning Amendment Scheme clauses as contained in proposed Amendment Scheme No. 61 have been approved by Council on 29 September 2016 under Item 11.1.14.

Attached please find the existing Scheme clauses and the newly proposed clauses for the relevant zonings concerned.

B. After the matter was considered, the following was:-

RECOMMENDED:

- (a) That Council approves the Swakopmund Town Planning Amendment Scheme No. 61 containing the following amendments to Clauses as contained in Swakopmund Town Planning Amendment Scheme No. 12:
- (i) That a height restriction of 15 m for a dwelling house be applied on "Single Residential Zone" (As per attached Clause 5 A: Single Residential).
 - (ii) That a height restriction of 40 m be applied for "General Residential 1 Zone" with a bulk factor which is not limited and a density which is limited (As per attached Clause 5 B: General Residential 1).
 - (iii) That a height restriction of 30 m be applied for "General Residential 2 Zones" with a bulk factor which is not limited and a density which is limited (As per attached Clause 5 C: General Residential 2).
 - (iv) That a height restriction of 40 m be applied for "General Business Zone" with a bulk factor which is not limited (As per attached Clause 5 D: General Business).
 - (v) That a height restriction of 30 m be applied for "Local Business Zone" with a bulk factor which is not limited (As per attached Clause 5 E: Local Business).
 - (vi) That a height restriction of 30 m be applied for be applied for "Light Industrial Zone" (As per attached Clause 5 F: Light Industrial).
 - (vii) That a height restriction of 40 m be applied for "General Industrial Zone" (As per attached Clause 5 G: General Industrial).
 - (viii) That a height restriction of 40 m be applied for "Institutional Zone" with a bulk factor which is not limited (As per attached Clause 5 H: Institutional).
 - (ix) That a height restriction of 40 m be applied for "Office Zone" with a bulk factor which is not limited (As per attached Clause 5 L: Office).
- (b) That Amendment Scheme No. 61 be submitted to the Ministry of Urban and Rural Development for approval by the Honourable Minister.



Republic of Namibia

Ministry of Urban and Rural Development

Private Bag 12289
Windhoek, Namibia

Government Office Park
Luder Street

Tel: (+264 61) 297-5111
Fax: (+264 61) 226 649
E-mail: munid@munid.gov.na
Website: www.munid.gov.na

Our Ref: 1702/51
Your Ref:

Date: 21 July 2016

Enquiries: C. Fawo
Tel: (+264-61) 297-1280
Fax: (+264-61) 297 22-6049

The Managing Director
WINDPLAN Town & Regional Planning Consultants
P.O. Box 90761
KLEIN WINDHOEK

ATTENTION: MR. G. VAN DER MERWE

ITEM NO. 55/2015: APPROVAL OF THE SWAKOPMUND TOWN PLANNING AMENDMENT SCHEME NO. 30

With reference to your above-mentioned application you are hereby informed that the Minister of Urban and Rural Development has, on 15 July 2016, approved the Swakopmund Town Planning Amendment Scheme No. 30 in terms of Section 26(1) of the Town Planning Ordinance, 1954 (Ordinance 18 of 1954), as amended on condition that the following modifications be made to the Scheme:

- A. Single Residential Zone:
 - 2.3 Height Control:-
No dwelling house shall exceed a height of 15 meter.
- B. General Residential 1 Zone:
 - 2.2 Bulk - Density Zone
The maximum bulk for all buildings in this zone is not limited
 - Table B 1: Density Zone Density
 - 1: Undetermined with consent of Council
 - 1:25/50 - One dwelling unit or dwelling house per 100m²
 - 2.5 Height Control:-
No height restriction shall apply in this zone
- C. General Residential 2 Zone:
 - 2.2 Bulk - The maximum bulk for all buildings in this zone is not limited
 - Height Control:-
No height restriction shall apply in this zone.

All official correspondence must be addressed to the Permanent Secretary

- D. General Business
 - 2.2 Bulk
The maximum bulk for all buildings in this zone is not limited
 - 2.3 Height Control
No height restriction shall apply in this zone
- E. Local Business Zone:
 - 2.2 Bulk (Floor Area Ratio)
The maximum bulk for all buildings in this zone is not limited
 - 2.3 Height Control
No height restriction shall apply in this zone
- F. Light Industrial Zone:
 - 2.5 Height Control
No height restriction shall apply in this zone
- G. General Industrial Zone:
 - 2.5 Height Control:- No height restriction shall apply in this zone
- H. Institutional Zone:
 - 2.3 Height Control
No height restriction shall apply in this zone
 - 2.4 Coverage and Bulk
The maximum bulk for all buildings in this zone is not limited
- I. Office Zone
 - 2.2 Bulk (Floor Area Ratio)
The maximum bulk for all buildings in this zone is not limited
 - 2.3 Height Control
No height restriction shall apply in this zone

The Government Notice will be promulgated in the Government Gazette on 15 August 2016.

Yours sincerely


 NGERANDU DAMELI
 PERMANENT SECRETARY


 REPUBLIC OF NAMIBIA
 PERMANENT SECRETARY
 1016-07-22
 P.O. BOX 1266
 WINDHOEK

ANNEXURE G

<p>APPLICATION FOR THE SUBDIVISION OF THE REMAINDER OF PORTION B OF THE SWAKOPMUND TOWN AND TOWNLANDS NO. 41 INTO PORTION 164 AND REMAINDER, THE TOWNSHIP ESTABLISHMENT ON PORTION 164 OF SWAKOPMUND TOWN AND TOWNLANDS NO. 41 AND APPROVAL OF THE PROPOSED TOWNSHIP LAYOUT (C/M 2019/03/28 - G 3/2/2)</p> <p>RESOLVED:</p> <p>That the Remainder of Portion B of the Swakopmund Town and Townlands No. 41 be subdivided into Portion 164 (±282.1472 ha) and Remainder in terms of Section 21 of the Townships and Division of Land Ordinance, 1963 (Ordinance 11 of 1963), free of conditions.</p> <p>That the Need and Desirability for the township establishment on Portion 164 of Swakopmund Town and Townlands No. 41 in terms of Section 5(5) (a) (i) of Townships and Division of Land Ordinance, 1963 (Ordinance 11 of 1963) be approved.</p> <p>That approval be granted for application to be made in terms of Section 5 of the Township and Division of Land Ordinance No. 11 of 1963 for the establishment of an extension of Swakopmund (to be allocated by Surveyor General) on Portion 164 as shown on the subdivisional layout plan (on file).</p> <p>That the Engineering Services Department be authorized to make minor changes to the layout, to accommodate infrastructure, improve layout dimensions or meet Townships Board and NABPAB requirements should it be necessary.</p> <p>That a thirty two (32) metres wide servitude be surveyed and registered over the proposed Erf 122 of Portion 164 of the Remainder of Portion B of the Swakopmund Town and Townlands No. 41 in favour of Namwater.</p> <p>That a three (3) metres wide servitude be surveyed and registered over the proposed Erven 1, 93, 101, 102, 110, 111, 113, 118, 119, 122, 123 and 125 of Portion 164 of Swakopmund Town and Townlands No. 41 in favour of Telecom Namibia.</p> <p>That a three (3) metres wide servitude be surveyed and registered over the proposed Erven 1, 82, 83, 84, 85, 100, 101, 102, 103 and 123 of Portion 164 of Swakopmund Town and Townlands No. 41 in favour of Erongo RED.</p>	<p>That the zoning shown on the layout plan tabled at the meeting be approved.</p> <p>That the maximum building heights of all building structure on Portion 164 should not exceed 5 metres.</p> <p>That the conditions of Establishment be as follows:</p> <p><i>The following conditions shall be registered against the title deeds of all erven except those reserved as public open space and those zoned Local Authority:</i></p> <p><i>The erf must only be used or occupied for purposes which are in accordance with and the use or occupation of the erven shall at all times be subject to the provision of the Swakopmund Town Planning Scheme prepared and approved in terms of the Town Planning Ordinance, 1954 (Ordinance 18 of 1954) as amended.</i></p> <p><i>That the following conditions shall be registered against the title deeds of "Light Industrial" erven:</i></p> <p><i>The building value of the main building, excluding the outbuilding to be erected on the erf shall be at least four (4) times the municipal valuation of the erf.</i></p> <p><i>The following conditions shall be registered against the title deeds of "Business" erven:</i></p> <p><i>The building value of main building, excluding the outbuilding to be erected on the erf shall be at least four (4) times the municipal valuation of the erf.</i></p>
<p>11.1.23 APPLICATION FOR THE SUBDIVISION OF THE REMAINDER OF PORTION B OF THE SWAKOPMUND TOWN AND TOWNLANDS NO. 41 INTO PORTION 164 AND REMAINDER, THE TOWNSHIP ESTABLISHMENT ON PORTION 164 OF SWAKOPMUND TOWN AND TOWNLANDS NO. 41 AND APPROVAL OF THE PROPOSED TOWNSHIP LAYOUT (C/M 2019/04/25 - G 3/2/2)</p> <p>RESOLVED:</p> <p>That the Remainder of Portion B of the Swakopmund Town and Townlands Number 41 be subdivided into Portion 164 (approximately 282.1472 ha) and Remainder in terms of Section 21 of the Townships and Division of Land Ordinance, 1963 (Ordinance 11 of 1963), free of conditions.</p> <p>That the Need and Desirability for the township establishment on Portion 164 of Swakopmund Town and Townlands Number 41 in terms of Section 5(5) (a) (i) of Townships and Division of Land Ordinance, 1963 (Ordinance 11 of 1963) be approved.</p> <p>That approval be granted for application to be made in terms of Section 5 of the Township and Division of Land Ordinance No. 11 of 1963 for the establishment of an extension of Swakopmund (to be allocated by Surveyor General) on Portion 164 as shown on the subdivisional layout plan (on file).</p> <p>That the Engineering Services Department be authorized to make minor changes to the layout, to accommodate infrastructure, improve layout dimensions or meet Townships Board and NABPAB requirements should it be necessary.</p> <p>That a thirty two (32) metres wide servitude be surveyed and registered over the proposed Erf 122 of Portion 164 of the Remainder of Portion B of the Swakopmund Town and Townlands No. 41 in favour of Namwater.</p> <p>That a three (3) metres wide servitude be surveyed and registered over the proposed Erven 1, 93, 101, 102, 110, 111, 113, 118, 119, 122, 123 and 125 of Portion 164 of Swakopmund Town and Townlands No. 41 in favour of Telecom Namibia.</p>	<p>That a three (3) metres wide servitude be surveyed and registered over the proposed Erven 1, 82, 83, 84, 85, 100, 101, 102, 103 and 123 of Portion 164 of Swakopmund Town and Townlands No. 41 in favour of Erongo RED.</p> <p>That the zoning shown on the layout plan tabled at the meeting be approved.</p> <p>That the maximum building heights in Portion 164 should not exceed 5 metres.</p> <p>That the conditions of Establishment be as follows:</p> <p><i>The following conditions shall be registered against the title deeds of all erven except those reserved as public open space and those zoned Local Authority:</i></p> <p><i>The erf must only be used or occupied for purposes which are in accordance with and the use or occupation of the erven shall at all times be subject to the provision of the Swakopmund Town Planning Scheme prepared and approved in terms of the Town Planning Ordinance, 1954 (Ordinance 18 of 1954) as amended.</i></p> <p><i>The following conditions be registered against the title deeds of Light Industrial Erven:</i></p> <p><i>The building value of the main building, excluding the outbuilding to be erected on the erf shall be at least Equal the municipal valuation of the erf.</i></p> <p><i>The following conditions shall be registered against the title deeds of Business Zoned Erven:</i></p> <p><i>The building value of the main building, excluding the outbuilding to be erected on the erf shall be at least four (4) times the municipal valuation of the erf.</i></p>
<p>REVISED TOWNSHIP LAYOUT FOR HAGE GEINGOB SQUARE (C/M 2020/08/31 - G 3/2/2)</p> <p>During the discussion of this item Councillor WO Groenewald raised an objection (on file) supported by Councillor U Kaapehi.</p> <p>RESOLVED:</p> <p>That the Chief Executive Officer seek clarity and motivation on the reservation of the airport site for the State, from the Ministers or Executive Directors of the Ministry of Urban and Rural Development and Ministry of Works and Transport before resubmitting the application to the Townships Board.</p> <p>That upon receipt of the motivations by the Ministry of Urban and Rural Development and the Ministry of Works and Transport, these responses be submitted to Management Committee for consideration of the issues raised and financial implications, should Erf 1 (airport) be reserved for the State as per Townships Board recommendation.</p> <p>That the Council Resolution item number 11.1.16 be revoked and replace with this Council decision subparagraphs (d) to (m) and that subparagraph (n) only be included, should Council support recommendation (n) after the review anticipated in subparagraph (b).</p> <p>That the Remainder of Portion B of the Swakopmund Town and Townlands Number 41 be subdivided into Portion 164 (approximately 282.1472 ha) and the Remainder in terms of Section 21 of the Townships and Division of Land Ordinance, 1963 (Ordinance 11 of 1963), free of conditions.</p> <p>That the Need and Desirability for the township establishment on Portion 164 of Swakopmund Town and Townlands No. 41 in terms of Section 5(5) (a) (i) of the Townships and Division of Land Ordinance, 1963 (Ordinance 11 of 1963) be approved.</p> <p>That approval be granted for application to be made in terms of Section 5 of the Township and Division of Land Ordinance No. 11 of 1963 for the establishment of an extension of Swakopmund (to be allocated by Surveyor General) on Portion 164 as shown on the attached subdivisional layout plan.</p> <p>That the Engineering and Planning Services Department be authorized to make minor changes to the layout, to accommodate infrastructure, improve layout dimensions or meet Townships Board and NABPAB requirements should it be necessary.</p> <p>That a thirty two (32) metres wide servitude will be surveyed and registered over the proposed Erf 1 of Portion 164 (Hage Geingob Square) of Swakopmund Town and Townlands No. 41 in favour of Namwater.</p>	<p>That a three (3) metres wide servitude will be surveyed and registered over the proposed Erven 1, 2, 69, 73, 74, 75, 83, 84, 85, 105, 110 and 113 of Portion 164 (Hage Geingob Square) of Swakopmund Town and Townlands No. 41 in favour of Telecom Namibia.</p> <p>That a three (3) metres wide servitude will be surveyed and registered over proposed Erven 2, 65, 72, 73, 74, 75, 76, 88 and 102 of Portion 164 (Hage Geingob Square) of Swakopmund Town and Townlands No. 41 in favour of Erongo RED.</p> <p>That the zoning shown on the layout plan tabled at the meeting be approved.</p> <p>That the maximum building heights of all building structure on Hage Geingob should not exceed 5 metres.</p> <p>That the conditions of Establishment be as follows:</p> <p><i>The following conditions shall be registered against the title deeds of all erven except those reserved as public open space and those zoned Local Authority:</i></p> <p><i>The erf must only be used or occupied for purposes which are in accordance with and the use or occupation of the erven shall at all times be subject to the provision of the Swakopmund Town Planning Scheme prepared and approved in terms of the Town Planning Ordinance, 1954 (Ordinance 18 of 1954) as amended.</i></p> <p><i>The following conditions be registered against the title deeds of Industrial Erven:</i></p> <p><i>The building value of the main building, excluding the outbuilding to be erected on the erf shall be at least Equal the municipal valuation of the erf.</i></p> <p><i>The following conditions shall be registered against the title deeds of Business Zoned Erven:</i></p> <p><i>The building value of the main building, excluding the outbuilding to be erected on the erf shall be at least four (4) times the municipal valuation of the erf.</i></p> <p>That Erf 1 (airport) be reserved for the State as per Townships Board recommendation.</p>

11.1.24 **WRITING OFF OF REDUNDANT ITEMS AND EQUIPMENT AT THE HEALTH SERVICES & SOLID WASTE MANAGEMENT DEPARTMENT**
(C/M 2021/03/25 - 3/18/1)

Ordinary Management Committee Meeting of 11 March 2021, Addendum 8.13 page 92 refers.

A. The following item was submitted to the Management Committee for consideration:

The vehicles and equipment listed below has become redundant and needs to be written off.

Vehicles:

No	Reg No	Make	Year Model	Fleet No	VIN/Engine No	Remarks
1	N15999S	Isuzu Compactor	2005	CL0216	ADMFT34H8G5 40261 / 6HK1496565	Old, mechanical issues
2	N8650S	Isuzu Compactor	2012	CL0241	ADMFT34H8G58 3123 / 6HK	Old, Engine needs repairing - high cost
3	N11798S	Mercedes Atego Compactor	2006	CL0104	WDB9700676L02 7296 / 90491100490357	Old, mechanical issues
4	N5524S	Hino Compactor	2005	CL078	AHHFG1JPP000 12471 / J08CTW13097	Old, mechanical issues
5	N18769S	Isuzu Compactor	2013	CL0295	ADMFT34H8G6 56912	Old, mechanical
6	N18325S	Hino Compactor	2013	CL0296		Old, mechanical

Equipment

No.	Description	Serial Number	Remarks
1	HP OfficeJet 7612 Printer	CN8274R04T	Broken
2	HP OfficeJet 7612 Printer	CN8274R090	Broken
3	HP OfficeJet Pro 8100	CN25SBQ14N	Broken
4	1 x LWB LDV Loading Box (of Toyota D4D 2018 Model LDV N23963S)	N/A	New
5	20 x Old Wheelbarrows	N/A	Broken
6	100 x Old Pole Refuse Bins (Blue)	N/A	Broken
7	15 x old skip containers	N/A	Broken
8	500 x refuse bins (orange & charcoal)	N/A	Broken

B. After the matter was considered, the following was:-

RECOMMENDED:

- (a) That the Council approves the writing-off of the following redundant vehicles and equipment from the Health Services & Solid Waste Management Department:

Vehicles:

No	Reg No	Make	Year Model	Fleet No	VIN/Engine No	Remarks
1	N15999S	Isuzu Compactor	2005	CL0216	ADMFT34H8G540 261 / 6HK1496565	Old, mechanical issues
2	N8650S	Isuzu Compactor	2012	CL0241	ADMFT34H8G5831 23 / 6HK	Old, Engine needs repairing - high cost
3	N11798S	Mercedes Atego Compactor	2006	CL0104	WDB9700676L0272 96 / 90491100490357	Old, mechanical issues
4	N5524S	Hino Compactor	2005	CL078	AHHFG1JPP00012 471 / J08CTW13097	Old, mechanical issues
5	N18769S	Isuzu Compactor	2013	CL0295	ADMFT34H8G656 912	Old, mechanical
6	N18325S	Hino Compactor	2013	CL0296		Old, mechanical

Equipment

No.	Description	Serial Number	Remarks
1	HP OfficeJet 7612 Printer	CN8274R04T	Broken
2	HP OfficeJet 7612 Printer	CN8274R090	Broken
3	HP OfficeJet Pro 8100	CN25SBQ14N	Broken
4	1 x LWB LDV Loading Box (of Toyota D4D 2018 Model LDV N23963S)	N/A	New
5	20 x Old Wheelbarrows	N/A	Broken
6	100 x Old Pole Refuse Bins (Blue)	N/A	Broken
7	15 x old skip containers	N/A	Broken
8	500 x refuse bins (orange & charcoal)	N/A	Broken

- (b) That the Chief Executive Officer and the Chairperson of the Management Committee determines the upset prices for the redundant vehicles and equipment.

11.1.25 **REQUEST FOR TRANSFER OF FUNDS TO RENOVATE MUSEUM BUILDING AND ASSESS WOERMAN HAUS**
(C/M 2021/03/25 - 3/1/1/1/1)

Ordinary Management Committee Meeting of 11 March 2021, Addendum 8.14 page 94 refers.

A. **The following item was submitted to the Management Committee for consideration:**

Introduction

This submission to council serves as a request to divert unused capital funds to be transferred for the renovation activities required on the Swakopmund Museum and the Woerman Haus.

Background

Swakopmund Museum

Numerous complaints have been received from the Scientific Society who currently holds the lease for the building and operates the museum. Inspections indicated that the certain parts of the roof coverings and rain water gutters/pipes are in a poor condition and requires replacement. The electrical installation on the building is also dilapidated and requires refurbishment.

Funds was allocated to the capital budget of 2019-2020 for only the repair of the roof as the first phase with the electrical work to take place as the second phase of the repairs. A Request for Quotations bidding process was conducted in 2019 to call on interested bidders to repair the roof. The bidding process ended with the appointment of a contractor to do the work. Unfortunately, the bidder selected for award declined the appointment. There was no successor to the bid as the next price was above the budgeted amount.

Additional funds where requested for the 2020-2021 financial year. The Request for Quotations process was completed in October 2020 with the appointment of yet another bidder. The bidder could subsequently not produce the required performance security as required by the bidding documents. Again there was no successor as the next compliant and responsive bid was not financially viable to council, it being higher than the budgeted amount.

The work has to take place on the building. Due to a two-year delay in this critical work it would be best to combine the repair work to the roof and the electrical installation together in one phase. This will require an additional amount of **N\$600 000.00** for the electrical repair work.

Due to the upcoming wet winter months it is recommended that a bidding process commences before such time as the capital budget is approved in **May 2021**.

Woerman Haus

Numerous complaints and letters have been sent to the Municipality of Swakopmund concerning the condition of the Woerman Haus. This has been confirmed by inspection. Significant work took place in 2015 but due to the age of the building, renovations on a larger scale is required

As this building is a listed historical building of high significance to Swakopmund, it is highly recommended that a registered Architect and associated consulting team be appointed to do a full evaluation of the building and formulated a report with cost estimates of the condition of the building and required work to be done. Once a complete scope of work is finalized with a cost estimate further capital budgets can be requested.

For the appointment of an Architect and consulting team it is estimated that **N\$400 000.00** is required for the appointment.

Discussion

Currently the Mole - Breakwater Protection and Jetty Assessment, Vote: 4000031002300, used as a yearly budget for maintenance projects has an amount of N\$2 431 799.13 remaining.

The Coastline Vulnerability Assessment is currently underway and will extend beyond this financial year. This assessment will provide more detail as to where best to implement funds for the purpose of additions, maintenance and creation of new groins along the coast and Mole. Hence this money is not allocated to upcoming project or committed to any appointment.

It is requested that an amount of N\$600 000.00 be defrayed from the Breakwater Protection and Jetty Assessment account to the Renovation of Museum Roof account, vote 250531005400. This will increase the vote amount to N\$1 250 000.00.

It is also requested that a new vote be created, labelled: "*Assessment of the Woerman Haus*" and an amount of N\$ 400 000.00 be defrayed from the Breakwater Protection and Jetty Assessment account.

This will allow a bidding process to start early, but it is required that these amounts be transferred as a continuation project for the 2020-2021 financial year capital budget as the work will continue into the new financial year.

B. After the matter was considered, the following was:-

RECOMMENDED:

- (a) That N\$600 000.00 be defrayed from account: Breakwater Protection and Jetty Assessment, Vote: 4000031002300 to the Renovation of Museum Roof account, Vote 250531005400.
 - (b) That a new Vote account: "*Assessment of the Woerman Haus*" be created and an amount of N\$ 400 000.00 be defrayed from the Breakwater Protection and Jetty Assessment, Vote: 4000031002300.
 - (c) That N\$ 400 000.00 be used to appoint a consultant team to compile a detailed report for the renovation work required to the *Woerman Haus*.
 - (d) That the capital budget for both Votes be carried over as a continuation project to the 2020-2021 capital budget.
-

11.1.26 **REQUEST FOR TRANSFER OF FUNDS FOR THE PROCUREMENT OF A TRAILOR MOUNTED PUMP**
(C/M 2021/03/25 - L 5)

Ordinary Management Committee Meeting of 11 March 2021, Addendum 8.15 page 96 refers.

A. The following item was submitted to the Management Committee for consideration:

Purpose

The purpose of this submission is to attain permission to transfer funds from capital vote number 750031007600 [Clean and Repair of Raw Water Sump] to purchase one trailer mounted self-priming sludge pump.

Trailer Mounted Self-Priming Sludge Pump

Under the current capital budget an amount of N\$2 950 800.00 (vote 750031007600 - Clean and Repair of Raw Water Sump) was made available for the Clean and Repair of Raw Water Sump. However, the sump is being clean under the operational budget. Therefore, we request a portion of the funds to be transferred to purchase a trailer mounted self-priming pump. This pump will be used for by-pass pumping during major pumpstation breakdowns and cleaning of the pumps. Furthermore, the pump can be used for by-pass pumping during sewer line pipe breakages. The estimated cost to purchase such a pump is N\$800 000.00.

We also request that a new vote number be created by the General Manager: Finance for a Trailer Mounted Self-Priming Sludge Pump.

Conclusion

The cleaning of the Raw Water Sump is being done under the operational budget. It is therefore requested that portion of the funds from vote 750031007600 where there is N\$2 950 800.00 available to be transferred to the below listed votes as follows:

- *N\$ 800 000.00 to a new vote number Trailer Mounted Self-Priming Sludge Pump]*

B. After the matter was considered, the following was:-

RECOMMENDED:

That the General Manager: Finance be granted permission to transfer an amount of N\$800 000.00 from Vote: 750031007600 - Clean and Repair Raw Water Sump to a new vote for Trailer Mounted Self-Priming Sludge Pump.

11.1.27 **MR J KAMBUESHE REPRESENTING VARIOUS TRANSACTIONS : REASONS FOR CANCELLATION OF TRANSACTIONS**

(C/M 2021/03/25 - 19.03.08, E 8929, E 8930, E 8939, E 4874, E 4899, Sw)

Ordinary Management Committee Meeting of 11 March 2021, Addendum 10.3 page 16 refers.

A. The following item was submitted to the Management Committee for consideration:

1. Introduction

The purpose of this submission is to address the request for reasons for the cancellation of the various transactions of Mr J Kambueshe (see Annexure "C").

With reference to pending transactions in which Mr J Kambueshe was involved, Council passed the following resolution on **28 January 2021** under item 11.1.21:

(a) *That Council takes note of the total outstanding amount of approximately N\$29 Million for the past 3 years in respect of the erven.*

(b) *That all the transactions below be cancelled:*

Erf	Purchaser	Purchase Price	Interest at 31 Jan 2021
8929	Pharlap Investments CC	N\$ 4 199 999.99	N\$ 1 624 163.01
8930	PJV Investment CC	N\$ 2 899 999.99	N\$ 822 507.53
8939	Mr J Kambueshe	N\$ 3 399 999.99	N\$ 694 419.18
4874	Mondesa Property Investment CC	N\$ 3 450 999.00	N\$ 1 253 209.00
		N\$ 13 950 998.97	N\$ 4 394 298.72

(c) *That Council confirms that the transaction for Erf 4899, Swakopmund with Messrs Erf Two Eight Two Seven Swakopmund CC lapsed on 05 December 2016 (no deed of sale was signed by the purchaser) and is therefore cancelled.*

(d) *That Erf 4899, Swakopmund be offered for sale by a closed bid sale together with other available business / industrial erven (current purchase price for private treaty amounts to N\$684.78/m²).*

Mr J Kambueshe was informed of the above decision per letter dated **01 February 2021** (attached as Annexure "A"). Another letter dated **24 February 2021** was e-mailed and hand delivered informing him that Council will proceed with the alienation of the 5 erven by closed bid sale and to the next qualifying bidders respectively should no reply be received by **05 March 2021**.

The attached e-mails dated **05 (Annexure "B")** and **08 March 2021 (Annexure "C")** were received.

2. Reasons for the Cancellation of the Various Transactions

2.1 In order not to repeat the content of the submission which was tabled to Council on **28 January 2021** under item 11.1.21 (attached as **Annexure "D"** for ease of reference), the reasons for the cancellations are indicated in the table below:

Erf #	Zoning	Date of Sale	Due Date	Reason for Cancellation
1	8929 General Business	28 Apr 17	30 November 18 This was the lapsing date of an extended period granted by Council, therefore an additional notice of 21 days is not issued.	The contract period lapsed. On 30 November 2018 the purchaser requested an audience. Various efforts were made to afford him an audience to explain the allegedly challenges and delays he experienced. Since January 2019 until October 2020 the purchaser did not respond to invitations for an audience.
2	8930 General Residential 2	13 Apr 18	13 August 2018 An additional 21 days' notice was given to comply by 04 Sept 2018. An application for an audience was received dated 03 Sept 2018. Audiences were scheduled for 11 Sept and 14 Nov 2018 – apologies were submitted for both dates.	The contract period lapsed. On 30 November 2018 the purchaser requested an audience. Various efforts were made to afford him an audience to explain the allegedly challenges and delays he experienced. Since January 2019 until October 2020 the purchaser did not respond to invitations for an audience.
3	8939 General Residential 2	13 Apr 18	13 August 2018 An additional 21 days' notice was given to comply by 04 Sept 2018. An application for an audience was received dated 03 Sept 2018. Audiences were scheduled for 11 Sept and 14 Nov 2018 – apologies were submitted for both dates.	The contract period lapsed. On 30 November 2018 the purchaser requested an audience. Various efforts were made to afford him an audience to explain the allegedly challenges and delays he experienced. Since January 2019 until October 2020 the purchaser did not respond to invitations for an audience.
4	4874 Industrial	17 Jul 17	30 November 18 This was the lapsing date of an extended period granted by Council, therefore an additional notice of 21 days is not issued.	The contract period lapsed. On 30 November 2018 the purchaser requested an audience. Various efforts were made to afford him an audience to explain the allegedly challenges and delays he experienced. Since January 2019 until October 2020 the purchaser did not respond to invitations for an audience.
5	4899 Industrial		05 Dec 16 This sale was a private transaction.	The purchaser failed to sign and return the deed of sale for processing. Therefore no agreement was in place and this transaction never came into force.

2.2 In terms of Council's standard conditions of sale; should a purchaser not comply with the conditions of sale by securing the purchase price by the due date, a notice period of 21 days is issued subject to penalty interest being levied.

Detailed information regarding each of the transactions are attached to **Annexure "D"**, the submission which was tabled to Council on **28 January 2021**.

The purchasers were granted extensions of time to perform by Council; on the extended due dates written requests for an opportunity to address the Planning Forum was received. For **Erven 8930 and 8939** such an application was received on 03 September 2018 and the 21 days notice period lapsed on 04 September 2018. The purchasers were invited for audiences on 11 September 20218 and 14 November 2018. Apologies were submitted for both dates.

The due dates for **Erven 8929 and 4874** were 30 November 2018. An e-mail dated 30 November 2018 (**Annexure "E"**) was received requesting an audience for all the lapsed transactions. The subsequent efforts made to grant the purchasers an opportunity to present their cases are set-out in point 3 below.

Erf 4899 was allocated by private treaty by Council on **24 November 2015** under item 11.1.3. The sale was held in abeyance due to the rezoning of the erf. The rezoning was approved by the Ministry on 27 April 2016 and the purchaser accepted the purchase price on 14 July 2016. No deed of sale was signed and the transaction in any event lapsed on 05 December 2016. The issue was submitted to a Special Management Committee meeting on 08 December 2016 and the matter was resolved to be submitted to the Management Committee in January 2017. The Management Committee eventually passed a decision on **14 September 2017** under item 7.9 that the Office of the Chief Executive Officer confirms whether the purchaser intends to proceed with the transaction. The said office endeavoured to arrange meetings during 2017 and 2018 to no avail.

3. Efforts Made to Accommodate the Request for an Audience

Various efforts were made to arrange an opportunity for the purchaser to present his case after receipt of his letter dated **03 September 2018** and e-mail dated **30 November 2018**.

There was no need to entertain his requests for an audience. There was no performance at the respective due dates and in terms of the deeds of sale for the four erven the transactions is cancelled and the property is offered to the next qualifying bidders.

Mr J Kambueshe never stated his reasons for requiring additional time or for not performing in writing. Even if he had made a presentation to Council, or been given an audience, he would still have to put his proposal and motivation in writing. He was offered meetings with officials, but insisted on an audience with the Planning Forum or Council without explaining why. Informal discussions were entertained whenever he visited the municipal offices.

Mr J Kambueshe confirmed during **March 2020** that he will attend a Planning Forum on **27 April 2020**. All Planning Forums were suspended due to the national statement of emergency and lock down periods.

In reply to a letter from Council dated **08 June 2020**, Mr J Kambueshe confirmed via e-mail dated **16 June 2020** that he will attend a Planning Forum scheduled for **22 September 2020** and requires an hour for his presentation. Due to the Covid protocols, no Planning Forum meetings are being held anymore.

Mr J Kambueshe was invited to the Management Committee at a special meeting scheduled for Monday, **31 August 2020**. A written invitation letter was e-mailed to three e-mail addresses provided by Mr J Kambueshe. The "read receipt" function was activated. Whereas there is normally a quick response, as on Monday, **24 August 2020** Mr J Kambueshe has not read the invitation.

Mr J Kambueshe was contacted on three cellphone numbers and could not be reached. No explanation was given by the purchaser why he did not read the e-mails or responded to the telephone calls.

Subsequently a date was accepted and arranged for an audience on **21 October 2020**. A letter dated **19 October 2020** was received from Mr J Kambueshe apologizing for not being able to attend the scheduled audience.

From	Subject	Received	Size
@ Ailie Gebhardt	letter	Thu 27/08/2020 11:35	211 KB
Ailie Gebhardt	RE: Invitation to the Planning Forum on 25 June 2019	Tue 18/06/2019 08:45	13 KB
@ Ailie Gebhardt	Invitation to the Planning Forum	Mon 17/06/2019 12:01	214 KB
Ailie Gebhardt	SMC - presenters - Mr KAMBUESHE	Mon 05/10/2020 11:22	41 KB
Ailie Gebhardt	confirmation of presenter	Mon 24/06/2019 16:05	43 KB
Ailie Gebhardt	RE: Invitation letter o the SMC	Mon 19/10/2020 12:02	84 KB
@ Ailie Gebhardt	Invitation letter o the SMC	Tue 06/10/2020 15:55	222 KB

Mr J Kambueshe requested a meeting with the General Manager: Corporate Services & Human Capital, the Manager: Corporate Services and the Corporate Officer (Prop) on **18 January 2021** to provide a progress report and seek clarity on the way forward. At the meeting he advised that a consulting entity which will be created on 15 February 2021 will finance and manage the various transactions. He would only after this date be able to commit to securing the payments of the various transactions. He was cautioned that there was no guarantee that Council would agree to his proposal.

To date no form of financial commitment was received from the various entities.

A submission regarding the background of the transactions and the request for an audience was tabled to Council on **28 January 2021** whereafter the decision under point 1 above was passed.

4. Discussion

The purchasers have not secured the purchase prices for the transactions by the respective extended due dates. In terms of the conditions of sale, the transactions are cancelled without the need to put the purchaser on terms. The validity of the transactions lapsed on the respective due dates

Notwithstanding the above condition, the purchasers were granted various opportunities to present their case since the first application received on **03 September 2018**.

During this period no explanation for not complying with the conditions of sale, or any form of securing the purchase prices were provided.

After a period of approximately 2 years of no actual performance or payment of any amounts including monthly rates and taxes, Council on 25 January 2021 under item 11.1.21 cancelled the transactions.

B. After the matter was considered, the following was:-

RECOMMENDED:

That Mr J Kambueshe be informed that Council cancelled the following transactions for the reasons stated below:

	<i>Erf #</i>	<i>Zoning</i>	<i>Date of Sale</i>	<i>Due Date</i>	<i>Reason for Cancellation</i>
1	8929	General Business	28 Apr 17	30 November 18	<i>The contract period expired and the purchaser has not performed in terms of its obligations.</i>
2	8930	General Residential 2	13 Apr 18	13 August 2018 <i>An additional 21 days' notice was given to comply by 04 Sept 2018.</i>	<i>The contract period expired and the purchaser has not performed in terms of its obligations.</i>
3	8939	General Residential 2	13 Apr 18	13 August 2018 <i>An additional 21 days' notice was given to comply by 04 Sept 2018.</i>	<i>The contract period expired and the purchaser has not performed in terms of its obligations.</i>
4	4874	Industrial	17 Jul 17	30 November 18	<i>The contract period expired and the purchaser has not performed in terms of its obligations.</i>
5	4899	Industrial		05 Dec 16 <i>This sale was a private transaction.</i>	<i>The purchaser failed to sign and return the deed of sale for processing. Therefor no agreement was in place and this transaction never came into force.</i>

ANNEXURE "A"



MUNICIPALITY OF SWAKOPMUND

Ref No: 19.03.08.8929, E 8930, E 8939, E 4874 and E 4899, Swk

(064) 4104200
088 614 514
53 Swakopmund
NAMIBIA

www.swkmun.com.na
swkmun@swkmun.com.na

Enquiries: Mr M P C Swarts

01 February 2021

Pharlap Investments CC P O Box 8497 SWAKOPMUND 13001	PJV Investment CC P O Box 3592 SWAKOPMUND 13001	Mr J Kambueshe P O Box 8497 SWAKOPMUND	Mondesa Property CC P O Box 8497 SWAKOPMUND 13001	Messrs Erf Two Eight Two Seven Swakopmund CC P O Box 3592 Vineta 13003
Erf 8929	Erf 8930	Erf 8939	Erf 4874	Erf 4899

investments@pharlap.com.na
pjvinvestment@gmail.com
turnkey@pharlap.com.na

Dear Sir,

COUNCIL'S DECISION PASSED ON 28 JANUARY 2021 UNDER ITEM 11.1.21

The abovementioned with reference to various pending transactions, refers.

On 28 January 2021 Council passed the following decision under item 11.1.21:

- (a) That Council takes note of the total outstanding amount of approximately N\$29 Million for the past 3 years in respect of the erven.
- (b) That all the transactions below be cancelled:

Erf	Purchaser	Purchase Price	Interest at 31 Jan 2021
8929	Pharlap Investments CC	N\$ 4 199 999.99	N\$ 1 624 163.01
8930	PJV Investment CC	N\$ 2 899 999.99	N\$ 822 507.53
8939	Mr J Kambueshe	N\$ 3 399 999.99	N\$ 694 419.18
4874	Mondesa Property Investment CC	N\$ 3 450 999.00	N\$ 1 253 209.00
		N\$ 13 950 998.97	N\$ 4 394 298.72

All correspondence must be addressed to the Chief Executive Officer

- (c) That Council confirms that the transaction for Erf 4899, Swakopmund with Messrs Erf Two Eight Two Seven Swakopmund CC lapsed on 05 December 2016 (no deed of sale was signed by the purchaser) and is therefore cancelled.
- (d) That Erf 4899, Swakopmund be offered for sale by a closed bid sale together with other available business / industrial erven (current purchase price for private treaty amounts to N\$684.78/m²).

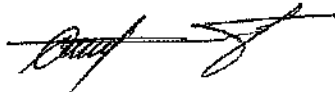
Therefore, the registraton fees for the following four erven are forfeited as set-out below and the erven will be offered for sale to the next qualifying bidders listed:

Erf	Purchaser	Registration Fee Paid	Receipt Number and Date
8929	Pharlap Investments CC	N\$18 500.00	Proof of payment 15/12/2018
8930	PJV Investment CC	N\$14 501.00	#306362- 13/04/2018 (copy on file)
8939	Mr J Kambueshe	N\$14 500.00	#306361- 13/04/2018 (copy on file)
4874	Mondesa Property Investment CC	N\$27 000.00	#280822- 20/07/2017 (original on file)

Erf 4899, Swakopmund will be offered for sale together with other available business / industrial erven.

For any further enquiries, please do not hesitate to contact the undersigned at 064-410 4200.

Yours faithfully,



Mr M P C Swarts
GENERAL MANAGER: CORPORATE SERVICES & HC

/sb

Copy: Chief Executive Officer
GM Finance

ANNEXURE "B"

From: Phar Lap Investments(PTY)Ltd [mailto:investments@pharlap.com.na]
Sent: Friday, 05 March 2021 12:32 PM
To: Stephny Bruwer; pjvinvestment@gmail.com; turnkey@pharlap.com.na
Cc: Andre Plaatjie; Marco Swarts
Subject: Hand delivered letter and email communications

Dear Ms. Bruwer

My domestic assistant gave me an envelope that was delivered under the door on Friday 26 February 2021.
Her duties are limited to 2 days in a week and she forgot to inform me on Tuesday.

The letter is herewith acknowledge and I confirm receive of it, unfortunately I was not in a position to confirm this on Monday 01 March as requested in the letter.

Please note for the record that we have forwarded Council resolution to our legal advisers, we are definitely going to appeal Council decision passed January 2021 and I wish to put that on record.

Upon receive of legal analysis from our legal advisors we will communicate our objection in writing via our legal Counsel or ourselves subject to the advice.

As a layman and a person who was most fortunate to be a decision maker on behalf of Council knowing the processes and elements of consideration I am confident that Council did not subject its decision with the legal required merits of due process.

Council as an Institution is subjected to administrative justice and a violation of that put Council at risk of legal fractions.

Notwithstanding the decision not clearly stipulating the violations and clear grounds on how it arrives and its decision I am not addressing this to you as a formal appeal but rather as a notification of the upcoming appeal that will be detailed.
Please take note.

Thank you

Sincerely

Juuso Kambueshe

ANNEXURE "C"

From: Phar Lap Investments(PTY)Ltd [<mailto:investments@pharlap.com.na>]
Sent: Monday, 08 March 2021 11:15 PM
To: Stephny Bruwer; pjvinvestment@gmail.com; turnkey@pharlap.com.na
Cc: Andre Plaatjie; Marco Swarts
Subject: RE: Council's Decision Passed on 28 Jan 2021, Item 11.1.21

Dear Ms. Bruwer

I trust this email find you in good health.

I wish to furnish a full submission to Council on the appeal of Council Decision passed as per subject matter.

We urgently need in writing the grounds or reason upon Council relied to cancel the transactions.

That will enable us to determine the model of appeal the request notwithstanding this continues to be a formal notice for appeal and a formal objection to Council decision, provisional due to the lack of due process that council did not observe. Please kindly furnish us with the reasons hopefully be end of Business Tuesday 09 March 2021.

Sincerely
Juuso Kambueshe

ANNEXURE "D"

MC ADDENDUM NO: 5.10
(26 January 2021)

**AUDIENCE REQUEST: MR J KAMBUESHE REPRESENTING VARIOUS
TRANSACTIONS (19.03.08.8929, E 8930, E 8939, E 4874 and E 4899, Swk)**

1. Introduction

The purpose of this submission is to consider an application by Mr J Kambueshe (representing several entities) for an audience to present the reasons for the delays of various transactions (**Annexure "A"**). The due dates for these transactions lapsed in terms of the deeds of sale (although he applied for an audience shortly before the lapsing dates).

2. Various Previous Invitations to an Audience

After not performing in respect of several transactions, as explained in **Annexures "B", "C" and "D"**, Mr J Kambueshe requested a preliminary audience with the Planning Forum in January 2019 followed by an audience with Council on 06 February or any time thereafter, as per e-mail dated **30 November 2018**.

Quoted for ease of reference the request:

We confirm that we act on behalf of PJV Investment CC, Phar Lap Investments, Juuso Kambueshe, Mondesa Property Investment, Erf 2827, and wish to request audience with Council to present power point presentation on their investments and requests to purchase property as well as request for extension of time to perform.

Our Clients have requested us to seek Council Audience under the strictest of confidence and wish to request Council to consider giving them Audience on 06 February 2019 or anytime thereafter when their international based Partners will be in Namibia.

It is with these backgrounds that I request you on behalf of my client to have a preliminary audience with my clients during January 2019 at the first meeting of your planning forum.

No erf numbers were referred to and the developer subsequently confirmed per e-mail dated **05 December 2018** that the audience is for the following pending transactions:

- *Erf 8929 - Pharlap Investments CC (business erf)*
- *Erf 8930 - P J V Investment CC (general residential erf)*
- *Erf 8939 - Mr J Kambueshe (general residential erf)*
- *Erf 4874 - Mondesa Property Investment CC (industrial erf)*
- *Erf 4899 - Erf Two Eight Two Seven Swakopmund CC (industrial erf)*

Mr J Kambueshe confirmed during **March 2020** that he will attend a Planning Forum on **27 April 2020**. All Planning Forums were suspended due to the national statement of emergency and lock down periods.

In reply to a letter from Council dated **08 June 2020**, Mr J Kambueshe confirmed via e-mail dated **16 June 2020** that he will attend a Planning Forum scheduled for **22 September 2020** and requires an hour for his presentation. The Planning Forums are still not convened and therefore he was invited to the special Management Committee meeting of Monday, **31 August 2020** and then again for Monday, **21 October 2020**.

ANNEXURE "D" CONTINUES

Mr J Kambueshe was invited to the Management Committee at a special meeting scheduled for Monday, 31 August 2020. A written invitation letter was e-mailed to three e-mail addresses provided by Mr J Kambueshe. The "read receipt" function was activated. As on Monday, 24 August 2020 Mr J Kambueshe has not read the invitation.

Mr J Kambueshe was contacted on three cellphone numbers and could not be reached.

Subsequently a date for an audience was agreed on and arranged for 21 October 2020. The attached letter dated 19 October 2020 (Annexure "A") was received apologizing for not being able to attend the scheduled audience.

- As can be seen from the above, attempts to arrange an audience was ongoing since November 2018.

Transactions to be Addressed

For ease of reference the following transactions will be addressed by Mr J Kambueshe representing the various purchasers (entities):

	Erf #	Date of Sale	Due Date
1	8929	28 Apr 17	30 Nov 18
2	8930	13 Apr 18	13 August 2018 <i>An additional 21 days' notice was given to comply by 04 September 2018.</i>
3	8939	13 Apr 18	13 August 2018 <i>An additional 21 days' notice was given to comply by 04 September 2018.</i>
4	4874	17 Jul 17	30 Nov 18
5	4899		05 Dec 16 <i>No deed of Sale was signed therefor no agreement was in place and this transaction was never in force. This sale was a private transaction.</i>

The status of the various transactions is attached as follows:

Annexure "B"	:	Erven 8929, 8930 and 8939, Swakopmund
Annexure "C"	:	Erf 4874, Swakopmund
Annexure "D"	:	Erf 4899, Swakopmund

Mr J Kambueshe met with the General Manager: Corporate Services & Human Capital, the Manager: Corporate Services and the Corporate Officer (Prop) on 18 January 2021 to provide a progress report and seek clarity on the way forward. He advised that a consulting entity which will be created on 15 February 2021 will finance and manage the various transactions. He will only after this date be able to commit to securing the payments of the various transactions.

ANNEXURE "D" CONTINUES**4. Discussion**

Below is a summary of the pending transactions and the financial implications thereof.

Erf	Purchaser	Purchase Price	Purchase Price less Deposit paid	Interest calculated from	Interest until 31 January 2021 for illustration purposes
8929	Phadap Investments CC	NS 4 199 999.99	n/a due to 15% VAT	28 Apr 17 at 10.75%	NS 1 624 163.01
8930	PJV Investment CC	NS 2 899 999.99	NS 2 885 499.99	13 Apr 18 at 10.75%	NS 822 507.53
8939	Mr J Kambueshe	NS 3 399 999.99	NS 3 385 499.99	13 Apr 18 at 10.75%	NS 694 419.18
4874	Mondeca Property Investment CC	NS 3 450 999.00	n/a due to 15% VAT	17 Jul 17 at 10.75%	NS 1 253 209.00
		NS 13 950 998.97			NS 4 394 298.72

The outstanding NS 18 345 298.00 does not address rates & taxes on site and improvements as well as consumption of services that Council could not levy.

Erf 4899, Swakopmund, was allocated by private treaty and the standard purchase price for the sale of industrial land by private treaty apply, subject to annual escalations of 5%, the purchase price was approved on 24 November 2015 under item 11.1.3 in the amount of N\$536.55/m² x 20 035m² = N\$10 749 779.25 (15% VAT excluded).

Date	Purchase Price	5% Escalation	Purchase Price
24 November 2015	536.55	26.83	563.38
24 November 2016	563.38	28.17	591.55
24 November 2017	591.55	29.58	621.13
24 November 2018	621.13	31.06	652.18
24 November 2019	652.18	32.61	684.78
24 November 2020	684.78		

The total income lost on these 5 transactions of the past 3 years exceeds N\$ 29 million.

Finally, except for Erf 4899, Swakopmund (allocated by private treaty), [various next qualifying bidders are listed for allocation of the erven.](#)

In terms of the conditions of sale for the various erven sold by public sales, Council made a commitment to consider the next qualifying bidders should the current purchaser not perform in terms of the conditions of sale.

It is therefore:

RECOMMENDED:

- That Council takes note of the total outstanding amount of approximately N\$29 million for the past 3 years in respect of the erven.
- That Council considers whether to cancel the transactions.

ANNEXURE "D" CONTINUES

- (c) That if Council intends to proceed with the transactions, the Management Committee considers a date to grant Mr J Kambueshe an opportunity to present the reasons for the delays in the finalization of the following transactions of which the due dates in terms of the deeds of sale lapsed:

<i>Erf</i>	<i>Purchaser</i>	<i>Purchase Price</i>	<i>Interest at 31 Jan 2021</i>
8929	<i>Pharlap Investments CC</i>	<i>N\$ 4 199 999 .99</i>	<i>N\$ 1 624 163.01</i>
8930	<i>PJV Investment CC</i>	<i>N\$ 2 899 999.99</i>	<i>N\$ 822 507.53</i>
8939	<i>Mr J Kambueshe</i>	<i>N\$ 3 399 999.99</i>	<i>N\$ 694 419.18</i>
4874	<i>Mondesa Property Investment CC</i>	<i>N\$ 3 450 999.00</i>	<i>N\$ 1 253 209.00</i>
		<i>N\$ 13 950 998.97</i>	<i>N\$ 4 394 298.72</i>

- (d) That Council confirms that the transaction for Erf 4899, Swakopmund with ~~Messrs~~ Erf Two Eight Two Seven Swakopmund CC lapsed on 05 December 2016 (no deed of sale was signed by the purchaser).
- (e) That Erf 4899, Swakopmund be offered for sale by a closed bid sale together with other available business / industrial erven (current purchase price for private treaty amounts to N\$684.78/m²).

"FOR CONSIDERATION"

General Manager: Corporate Services & Human Capital (sb)

ANNEXURE "D" CONTINUES

ANNEXURE "A"

13

19-03-2021

E 5924

E 6939

E 4874

E 4879

k



October 10, 2020

Juuso Karibuesha
P.O. Box 8497
Swakopmund
Erongo
Namibia

REQUEST FOR AUDIENCE AND PROPOSAL FOR UPDATED DEEDS OF SALE

Dear Mr. Swartz

Commented [X1]

Your letter dated 06 October 2020 is well received.

As you may know the transactions outstanding have an outdated deed of sale and I wish to request updated deeds of sale. This is necessary to fast track the transaction given that I am unable to attend the audience on 21 October 2020. My work load is heavy and my partners will only be able to enter Namibia after 10 November 2020. One of the partners had to rush to the north to be with her aging mum.

As you know one of the code of ethics in Regional and local authority Council is to put councils interest above your own and it is for these reasons that I am unavailable for the next few weeks given that I will absent for a considerable time due to poor health as well as the heavy load I have to unload before I vacate office.

I am under the impression that attending and updating the deeds of sale is an administrative function that will enable me to fast track the process. Currently I am in a dilemma waiting for audience however I am unable to perform with the deeds of sale in its current form.

I would seek audience with the planning forum after 10 November 2020 if the deeds of sale are not updated.

Please advise if this is feasible, I will fast track the transactions.

Thank you for your time to consider my proposal of updating deeds of sale.

Sincerely,
Juuso Karibuesha

juusokaribuesha@fhu.lap.com.na

ANNEXURE "D" CONTINUES**ANNEXURE "B"****3 Erven Located in Extensions 34 and 35, Swakopmund**

Erven 8929, 8930 and 8939 were offered for sale by a closed bid sale held on **16 December 2016**.

Listed below, the successful bidders for the public sale of erven on **16 December 2016**:

	Erf	Purchaser	Zoning	Purchase Price
1	<i>Erf 8929</i> 4 261m ²	<i>Pharlap Investments CC</i>	<i>General Business</i>	<i>NS 4 199 999.99</i>
2	<i>Erf 8930</i> 3 525m ²	<i>Mr J Kambueshe</i>	<i>General Residential 2</i>	<i>NS 2 799 999.99</i>
3	<i>Erf 8939</i> 4 412m ²	<i>P J V Investment CC</i>	<i>General Residential 2</i>	<i>NS 3 599 999.99</i>

Objections were received against the public sale, the Minister of Urban and Rural Development gave permission to proceed with the sale on **22 June 2017**; therefore the payment due date was **20 October 2017**.

The purchasers were given notice on **23 October 2017** that an additional 21 days were granted subject to interest being levied. The final due date was **13 November 2017**.

Following a letter dated **03 November 2017** from the purchaser requesting an extension to secure the purchase prices, Council passed the following resolution on **30 November 2017** under item 11.1.23:

- (a) *That Council approves the final extension of the payment due dates for the following transactions until 01 April 2018 and that the applicants submit monthly reports on the financing of the transactions:*
- *Erf 8929 - Pharlap Investments CC*
 - *Erf 8930 - Mr J Kambueshe*
 - *Erf 8939 - P J V Investments CC*
 - *Erf 4874 - Mondesa Property CC*
- (b) *That it be recorded that should there be non-performance the transactions will be cancelled.*

The above sales are subject to penalty interest charges and the purchasers were informed of the above decision and interest charges per letter dated **12 December 2017**, as follows at the time:

Erf	Purchaser	Purchase Price less Deposit paid	Interest calculated from	Interest until 01 April 2018
8929	<i>Pharlap Investments CC</i>	<i>NS 4 181 499.99</i>	<i>22 June 2017</i>	<i>NS 348 525.16</i>
8930	<i>Mr Juuso Kambueshe</i>	<i>NS 2 785 499.99</i>	<i>22 June 2017</i>	<i>NS 232 169.52</i>
8939	<i>P J V Investments CC</i>	<i>NS 3 585 499.99</i>	<i>22 June 2017</i>	<i>NS 298 848.97</i>

1. The sale of Erf 8929, **Swk** was cancelled on 03 April 2018 as resolved by Council above. The property was offered to **Mr H A Nekomba** being the next qualifying bidder listed.

Annexure "D" Continues

On 23 April 2018 an e-mail was received from Mr J Kambueshe requesting an extension to secure the purchase price. Council passed the following resolution on **31 May 2018** under item 11.1.3:

- (a) That Council approves an extension of the payment due dates for the following transactions for the period of 6 (six) months:
- Erf 8929, Swk
 - Erf 4874, Swk
- (b) That the notice given to Mr H A Nekomba be withdrawn.
- (c) That Messrs Phariap Investment CC and Messrs Mondesa Property CC be provided with all relevant documentation related to the transaction.

The transaction for Erf 8929, Swakopmund therefor expired on **30 November 2018**. Reference is made to the application received on the same date quoted under point 2 of this submission.

2. The following transactions were cancelled and offered to the next qualifying bidders as follows (the same bidders just replaced each other as next qualifying bidders at a lower price):

Erf 8930, <u>Swk</u>	-	PJV Investment CC	-	N\$ 2 899 999.99
Erf 8939, <u>Swk</u>	-	<u>Mr J Kambueshe</u>	-	N\$ 3 399 999.99

The due date to secure the above purchase prices was 13 August 2018 and the purchasers were given notice to rectify the breach by **04 September 2018**.

An application dated 03 September 2018 was received from Mr J Kambueshe requesting and audience with Council. The purchasers were invited to Special Management Committee Meetings of **11 September** and **14 November 2018**; apologies for not attending were tendered at both meetings.

As per point 1 of this submission, various arrangements were subsequently made for audiences. The last being for 21 October 2020.

Below is a map indicating the location of the above three erven:



Annexure "D" Continues**ANNEXURE "C"****Erf 4874, Extensions 10, Swakopmund**

Erf 4874, Swakopmund located in Extension 10, Swakopmund, is zoned "general industrial" and measures 15 140m². The erf was sold at the public sale of 02 December 2018. The transaction of the successful bidder was cancelled due to non-performance.

Erf 4874 was allocated to Mondesa Property Investment CC as a next qualifying bidder.

The due date to secure the purchase price was 06 December 2017. An application for an extension to secure the purchase price was received from Mr J Kambueshe and the following Council resolutions were subsequently passed:

30 November 2017 under item 11.1.23:

(a) That Council approves the final extension of the payment due dates for the following transactions until 01 April 2018 and that the applicants submit monthly reports on the financing of the transactions:

- Erf 8929 - *Pharlap Investments CC*
- Erf 8930 - *Mr J Kambueshe*
- Erf 8939 - *PJV Investments CC*
- Erf 4874 - *Mondesa Property CC*

(b) That it be recorded that should there be non-performance the transactions will be cancelled.

31 May 2018 under item 11.1.3:

(a) That Council approves an extension of the payment due dates for the following transactions for the **period of 6 (six) months**:

- Erf 8929, *Swk*
- Erf 4874, *Swk*

(b) That the notice given to *Mr H A Nekomba* be withdrawn.

(c) That *Messrs Pharlap Investment CC* and *Messrs Mondesa Property CC* be provided with all relevant documentation related to the transaction.

The transaction for Erf 4874 therefore expired together with Erf 8929, Swakopmund on 30 November 2018. Reference is made to the application received on the same date quoted under point 2 of this submission.

A map indicating the location of Erf 4874, Swakopmund is attached to Annexure "D".

ANNEXURE "D" CONTINUES**ANNEXURE "D"****Erf 4899, Extension 10, Swakopmund**

The sale of Erf 4899, Swakopmund to Messrs Erf Two Eight Two Seven Swakopmund CC commenced when the advice of the Ministry of Urban and Rural Development was received proposing that Council considers allocating an alternative erf zoned "Light Industrial" to Messrs Erf Two Eight Two Seven Swakopmund CC since the sale of a portion of Erf 2827, Swakopmund did not materialize. Council on 24 November 2015 under item 11.1.3 approved the sale in the amount of N\$536.55/m² x 20 035m² = N\$10 749 779.25 (15% VAT excluded).

Although Council approved the sale of Erf 4899, Swakopmund to Messrs Erf Two Eight Two Seven Swakopmund CC, the sale was on hold pending the finalization of the rezoning of the erf from "Light Industrial" to "General Industrial". The rezoning was approved by the Minister on 27 April 2016.

Mr J Kambueshe on behalf of Messrs Erf Two Eight Two Seven Swakopmund CC confirmed acceptance of the purchase price on 14 July 2016.

The deed of sale was never signed and the transaction lapsed in any event after 3 months on 05 December 2016.

With reference to the above, a submission was tabled to the Special Management Committee of 08 December 2016; whereafter the following decision was passed:

That this item be withdrawn from the agenda and be resubmitted to the Management Committee meeting of 12 January 2017.

The Management Committee subsequently passed the following resolution on 14 September 2017 under item 7.9:

That this item be referred back and that the purchaser be requested to inform Council through the Office of the Acting Chief Executive Officer whether he intends to proceed with the transaction.

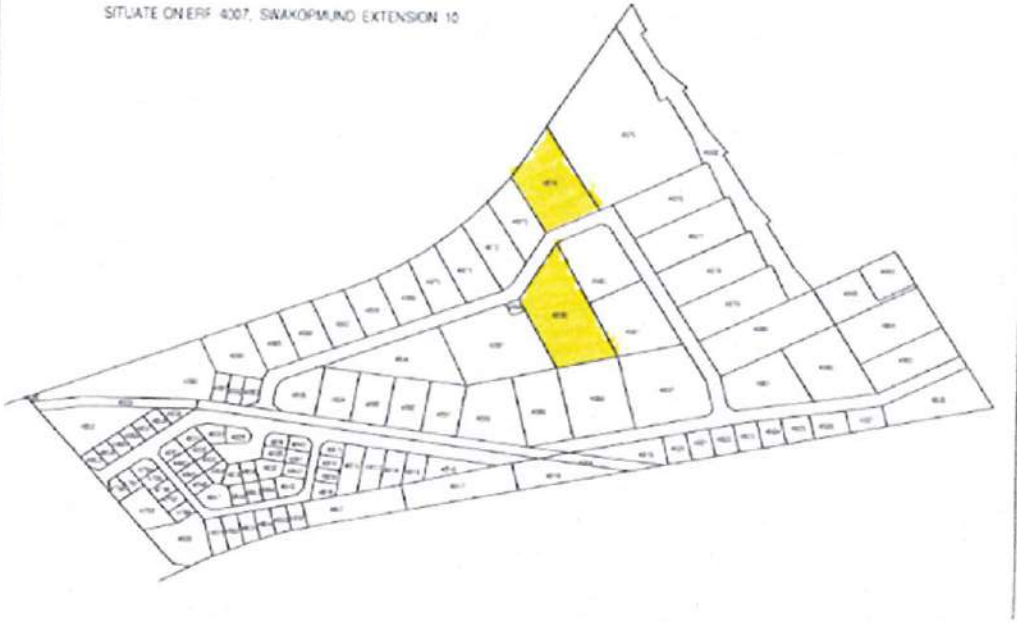
The Office of the Chief Executive Officer since endeavoured to arrange meetings during 2018 to no avail. Therefore the cancellation of Erf 4899, Swakopmund is still pending.

This was a private treaty which never came into being since no contract was ever signed. Should Council decide to sell it to Messrs Erf Two Eight Two Seven Swakopmund CC, the procedure of advertising Council's intention prescribed in the Local Authorities Act 23 of 1992, as amended must be followed.

Below is a map indicating the location of the two erven in Extension 10, Swakopmund:

ANNEXURE "D" CONTINUES

SITULATE ON ERF 4007, SWAKOPMUND EXTENSION 10



ANNEXURE "E"

From: PHAR LAP TURNKEY CONSULTING [<mailto:turnkey@pharlap.com.na>]
Sent: 30 November 2018 02:43 PM
To: 'Marco Swarts' <mswarts@swkmun.com.na>
Cc: 'Andre Plaatjie' <aplaatjie@swkmun.com.na>; 'Stephny Bruwer' <sbruwer@swkmun.com.na>; 'Emilia Nakale' <enakale@swkmun.com.na>; 'eshitana@swkmun.com.na' <eshitana@swkmun.com.na>; 'kurz@accnamibia.org' <kurz@accnamibia.org>
Subject: Request for Audience on behalf of my clients

Dear Mr. Swarts

We confirm that we act on behalf of PJV Investment CC, Phar Lap Investments, Juuso Kambueshe, Mondesa Property Investment, Erf 2827, and wish to request audience with Council to present power point presentation on their investments and requests to purchase property as well as request for extension of time to perform.

Our Clients have requested us to seek Council Audience under the strictest of confidence and wish to request Council to consider giving them Audience on 06 February 2019 or anytime thereafter when their international based Partners will be in Namibia.

It is with these backgrounds that I request you on behalf of my client to have a preliminary audience with my clients during January 2019 at the first meeting of your planning forum.

Sincerely



JUUSO KAMBUESHE

Executive Director

Mobile 00 264 81 161 0000 • Office 00 264 407 011 • E-fax 00 264 88 65 154 77

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